



Attachment 4: HIPAA

HIPAA

Provider agrees to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (CFR). In the event of conflicting terms or conditions, this addendum shall supersede the contract.

Use and Disclosure of Protected Health Information

Provider shall use and/or disclose Protected Health Information (PHI) created for or received from or on behalf of LCI only to the extent necessary to satisfy provider's obligations under the contract and only as allowed by the terms of the contract and this addendum. Provider agrees that it will not use or disclose PHI in a manner that violates or would violate the HIPAA regulations. The term PHI shall be limited to the information created or received by provider from or on behalf of LCI and shall not include any PHI that has been altered in a manner to delete any individually identifiable information.

Provider may use PHI as necessary for provider's proper management and administration or to carry out provider's legal responsibilities. Provider may disclose PHI for such purposes only if:

1. The disclosure is required by law; or
2. Provider obtains reasonable assurance from any organization or person to which provider shall disclose such PHI that such organization or person shall:
 - a. Hold such PHI in confidence and use or further disclose it only for the purpose for which provider disclosed it to the person or organization or as required by law; and
 - b. Notify provider of any instance in which the person or organization becomes aware that the confidentiality of such PHI was breached.

Provider's Obligations

Provider shall not use or disclose PHI other than as permitted or required by the contract and this addendum or as required by law. Provider shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the use or disclosure of PHI other than as permitted under the Contract and this Addendum.

1. Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320-2(d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of LCI pertaining to an Individual.
2. If Provider conducts any Standard Transaction for or on behalf of LCI, Provider shall comply, and shall require any subcontractor or agent conducting such to comply, with each applicable requirement of Title 45, part 162 of the CFR. Provider shall not enter into or permit its subcontractors or agents to enter into any trading Partner Contract in connection with the conduct of Standard Transactions for or on behalf of LCI that:
 - a) Changes the definition, Health Information condition or use of a Health Information

- element or segment in a Standard;
 - b) Adds any Health Information elements or segments to the maximum defined Health Information set;
 - c) Uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification or are not in the Standard Implementation Specification(s); or
 - d) Changes the meaning or intent of the Standard’s Implementation Specification(s).
3. Provider shall report to Client any use or disclosure of the PHI not provided by the Contract and this Addendum of which Provider becomes aware.
 4. Provider shall require any agent or subcontractor to whom it provides PHI to impose at least the same obligations to protect such PHI as are imposed on Provider by the Contract and this Addendum.
 5. Provider shall make available to LCI PHI necessary for LCI to respond to an individual’s request for access to PHI. Provider shall forward to LCI any and all requests by an individual to access such records.
 6. Provider shall, upon receipt of notice from LCI, amend or correct PHI in its possession or under its control.
 7. Provider shall document its disclosures of PHI in a manner sufficient for LCI to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. LCI shall designate the time and manner in which Provider shall provide the accounting of its disclosures to LCI.
 8. Provider shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining the LCI’s compliance with the Privacy Rule.
 9. Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider in violation of the requirements of the Contract or this Addendum.

LCI’s Obligations

LCI shall notify provider of any limitation(s) in its notice of privacy practices of LCI in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect provider’s use or disclosure of PHI.

LCI shall notify provider of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Provider’s use or disclosure of PHI.

LCI shall notify provider of any restriction to the use or disclosure of PHI that LCI has agreed to in accordance with 45 CFR Section 164.522, to the extent that such changes may affect provider’s use or disclosure of PHI.

LCI shall not request provider to use or disclose PHI in any manner that would not be permissible under the law if done by LCI, with the exception that provider may use or disclose PHI for data aggregation or management and administrative activities of provider if required by the underlying contract.

Term and Termination

The term of this contract shall be effective as of the date of the Addendum to this Contract and shall terminate when all of the PHI provided by LCI to Provider, or created or received by or on behalf of LCI, is destroyed or returned to LCI or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this section.

Termination for Cause: Upon LCI's knowledge of a material breach by provider, LCI shall provide an opportunity for provider to cure the breach or end the violation, and terminate the Contract if Provider does not cure the breach or end the violation within the time specified by LCI. Notwithstanding this provision, LCI shall immediately terminate this Contract if Provider has breached a material term of the Addendum and cure is not possible.

Effect of Termination: Except as provided in paragraph (b) of this section, upon termination, cancellation, expiration or other conclusion of the Contract, provider shall return or destroy all PHI received from LCI, or created or received by provider on behalf of LCI. This provision shall apply to PHI that is in the possession of subcontractors or agents of provider. Provider shall retain no copies of the PHI.

In the event that provider determines that returning or destroying the PHI is not feasible, Provider shall provide to LCI notification of the conditions that make return or destruction infeasible. Upon the mutual contract that return or destruction is infeasible, Provider shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Provider maintains such PHI.

Automatic Amendment

Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, the addendum shall automatically amend such that the obligations imposed on Provider as a Provider remain in compliance with such regulations. The parties further agree to take such action as is necessary to incorporate such amendments into this addendum to comply with such regulations.

Continuing Obligations

Provider's obligation to protect PHI as set forth in this addendum shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of the contract.

Interpretation and Conflict

Any ambiguity in this addendum shall be resolved to permit the parties to comply with the Health Insurance Portability and Accounting Act of 1996, as amended. In the event of any conflict between the terms of this addendum and any other contracts between the parties, the terms of this addendum shall govern the use and disclosure of PHI.

Effect on Underlying Contract

This addendum does not modify or amend this contract, with the exception of that portion of the contract that is regulated by the privacy rules of the Health Insurance Portability and Accounting Act of 1996, as amended.