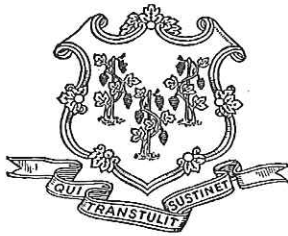


STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES



CONTRACT AMENDMENT

Contractor: HISPANIC HEALTH COUNCIL, INC.
Contractor Address: 175 MAIN STREET, HARTFORD, CT 06106
Contract Number: 064HHC-MED-01 / 11DSS1202LG
Amendment Number: A2
Amount as Amended: \$450,148
Contract Term as Amended: 10/01/11 - 12/31/17

The contract between **Hispanic Health Council, Inc.** (the Contractor) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on April 25, 2013, is hereby further amended as follows:

1. The total maximum amount payable under this contract is **increased by \$374,462 from \$75,686 to \$450,148** to add funding for the third year of the federal award for the Rewards to Quit (RTQ) program.
2. The combined budget for years 1 through 3 shall be as set forth as follows:

HHC Budget for Amendment 2 Year 1, 2 & 3 Combined		
Program Cost: Y1, 2 & 3 Peer Coaching		
Personnel and Fringe Benefits (4 Peer Coaches)		\$220,486
	Travel	\$9,435
	Postage and Mailing	\$1,684
	Supplies	\$13,484
	Misc. (cell phones, training, occupancy, desk phones, printing and copying)	\$21,668
Non-Personnel Subtotal		\$46,271
Total Program Direct: Peer Coaching		\$266,757
Administrative Cost: Y1, 2 & 3		
Indirect Cost for Peer Coaching (HHC & GBAPP)		
	HHC Peer Coaching Indirect Admin	\$23,866
	GBAPP Peer Coaching Indirect Admin	\$21,482
Subtotal Indirect Costs for Peer Coaching (HHC & GBAPP)		\$45,348
HHC Y3 Research and Evaluation		
	Personnel and Fringe Benefits	\$90,922
	Travel	\$3,780
	Postage and Mailing	\$424
	Supplies	\$1,282
	Misc. (occupancy, desk phones, printing and copying, incentives, training, translation/transcription, vehicle)	\$22,518
	Non-personnel Subtotal	\$28,004
Subtotal Y 3 Research & Evaluation Direct Costs		\$118,926
Indirect Costs for Research & Evaluation		\$19,117
Total Research & Eval & Admin Direct and Indirect		\$138,043
Total Peer Coaching & Research & Eval Budget		\$183,391
TOTAL HHC BUDGET		\$450,148.00

3. **Notices.** The Agency and Contractor contact persons for notices on page 1 of the original contract are deleted and replaced by the following persons:

a. To the Agency

Regarding the scope of services

William Halsey
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5077
william.halsey@ct.gov

Carolann Kapur
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-5715
carolann.kapur@ct.gov

Regarding payment and fiscal matters

Laura-Victoria Barrera
Department of Social Services
25 Sigourney Street
Hartford, CT 06106
(860) 424-4892
laura-victoria.barrera@ct.gov

b. To the Contractor

Regarding contract, payment, and fiscal matters

Jose Ortiz
President, Hispanic Health Council, Inc.
175 Main Street Hartford CT 060106
860-527-0856 x 300
joseo@hispanichealth.com

Regarding the scope of services

Grace Damio
Hispanic Health Council, Inc.
175 Main Street Hartford CT 060106
860-527-0856 x 274
graced@hispanichealth.com

4. The Peer Coaching section in Part I Section B on page 5 of the original contract is deleted in its entirety and replaced by the following Peer Coaching section:

Peer Coaching

1. HHC will develop and oversee a Peer Coaching program to be implemented in a maximum of two urban areas to be determined by the Department. This program will be offered beginning in Year 3. HHC will be responsible for program design, recruitment, training and monitoring of the program throughout its duration. With the approval of the Department, HHC will subcontract with an appropriate vendor to implement certain aspects of this program; however, HHC will remain accountable for all contract requirements.

2. The Peer Coaching program will:
 - a. provide more intensive support, tailored to the needs of participants who experience barriers to smoking reduction and cessation, such as psycho-social stressors, limited self-efficacy, health literacy and social support, and cultural and linguistic barriers; and
 - b. support the participant's continued engagement with other smoking cessation services
3. The Contractor shall:
 - a. Coordinate and oversee the hiring of peer coaches;
 - b. Coordinate with and support the Department and its designees (including but not limited to the Medical ASO and other state agencies) in the development of medical home, LMHA and obstetrics referral protocols;
 - c. Develop peer coaching protocols and forms;
 - d. Develop program materials for dissemination to patients;
 - e. Recruit peer coaches from the Medicaid population, making every effort to ensure an appropriate level of racial, ethnic and gender diversity;
 - f. Train and supervise peer coaches to coach the variety of at-risk sub-groups within the population of smokers participating in Medicaid, including pregnant and post-partum women, those who are elderly or have chronic diseases, people with mental illness and people in recovery, among others. Such training shall equip coaches to vary the delivery of their services based on the needs and wishes of participants in terms of:
 - i. mode of communication (phone, face-to-face);
 - ii. location (home, office, clinic, other);
 - iii. level of intensity; and focus (reinforcement of clinical guidance, emotional support, tracking and encouragement of continued service/incentive use);
 - g. Unless otherwise agreed to by HHC and the Department, ensure an approximate ratio of one peer coach to 50 participants for a maximum of six months with each participant. During years 3 and 4, the Contractor shall provide 4 peer coaches per year;
 - h. Facilitate access to Peer Coaches for participants who are referred for such services;
 - i. Maintain relations with participating providers;
 - j. Coordinate service activity when it is launched;
 - k. Track individual participant's utilization of peer coaching services and document and maintain records of such utilization; and
 - l. Provide to the Department or its designee records of participant utilization of services in a manner to be agreed upon by HHC and the Department.
5. The names of specific staff members in the Staffing section in Part I Section C on page 6 of the original contract are deleted, and in addition to the provisions of this section the Contractor agrees to provide the Department's RTQ Program Coordinator with a list of specific staff members when they change or at least on an annual basis during the contract period.
6. The Research Scientist Position listed in Part I Section C.3 on page 6 of the original contract shall provide research and analysis support for the Peer Coaching activities by performing the following tasks:

- a. Develop, with input from the Contractor's Director of Programs and Program Coordinator and RTQ Peer Counseling Advisory Committee and Evaluation Team, data collection instruments and databases in accordance with the RTQ evaluation plan.
 - b. Monitor process indicators and regularly report to the Contractor's Director of Programs and Program Coordinator on progress compared to process objectives; and
 - c. Plan and implement a number to be determined of focus groups and/or interviews to provide qualitative data to assist with program development based on needs identified by the R2Q Core Implementation Team.
7. The Budget Variance section on page 6 of the original contract is deleted in its entirety and replaced with the following Budget Variance section:

D. BUDGET VARIANCE

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget for a single component without prior notification to the Department under the following conditions:
 - a. The amount by which a single category except for salaries or wages may be increased may not exceed 20% of the approved amount. This applies only to category amounts in the formally approved budget and subsequently approved budget revisions. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items;
 - b. The Contractor may vary an individual salary or wage by no more than 15% of the approved amount;
 - c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above; and/or
 - d. The Contractor may not make any transfer under this procedure which involves any of the categories or kinds of expenditures specifically listed below.

All such transfers shall be reflected on the next submitted financial report.

2. The Department requires the following changes in approved program budgets to have prior written Department approval by a formal budget revision:
 - a. The purchase of an item of equipment not approved in the original budget;
 - b. A transfer which involves an increase of an approved category amount by more than 20%;
 - c. A transfer which involves an increase in salary or wages by more than 15%;
 - d. Any increase in compensation for services under a third party contract;
 - e. Any transfer of funds from one component to another; and/or
 - f. Any transfer of budgeted program income or food reimbursement.

The Department will respond to a properly executed request within 45 calendar days of receipt.

3. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days before the contract has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds for the audit of the program. The final financial report will show all category overruns. Costs incurred after the end of the budget period shall be disallowed except where the Department has expressly approved in writing and in advance.

8. **Federal Requirements.** The Contractor shall adhere to the following Federal Requirements:

- a. The State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients, which shall certify and disclose accordingly. The Contractor certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the state shall complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.
- b. **Funding Identification.** Federal funding has been provided for this contract as follows:

Catalog of Federal Domestic Assistance (CFDA) Title: **Patient Protection and Affordable Care Act**
CFDA Number: **93.536**
Award Name: **Medicaid Incentive for Prevention of Chronic Diseases**
Award Year: **2011**
Research and Design: No
Name of Federal Agency Awarding: **Centers for Medicare and Medicaid Services**

9. The Department has determined that, for the purposes of services delivered under this contract, the Contractor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended from time to time.
10. The HIPAA Provisions on pages 22 through 28 of the original contract are deleted and replaced with the HIPAA Provisions effective September 23, 2013 as set forth below:

1. **Health Insurance Portability and Accountability Act of 1996.**

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

- (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
- (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1)).
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) “Unsecured protected health information” shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate

- (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record,
 - (D) the Business Associate agrees to notify the covered entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would

impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, 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.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
- (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

This document constitutes an amendment to the above numbered contract. All provisions of that contract, except those explicitly changed above by this amendment, shall remain in full force and effect.