

**EXHIBIT 16**

\*THIS DOCUMENT IS A TEMPLATE. IT DOES NOT REFLECT THE REQUIREMENTS OF STATE LAWS. YOU SHOULD CONSULT WITH ADVISORS FAMILIAR WITH YOUR STATES PRIVACY LAWS AND LAWS REGARDING THIRD PARTY BENEFICIARIES PRIOR TO USING THIS DOCUMENT.

*(INSERT PRACTICE NAME)*

**FIRST AMENDMENT TO BUSINESS ASSOCIATE AGREEMENT**  
(Security Rule Implementation)

This First Amendment to Business Associate Agreement (“Amendment”), is entered into by and between \_\_\_\_\_ (the “Contractor”), with an address at \_\_\_\_\_ and \_\_\_\_\_ (the “Practice”) as of the \_\_\_ day of \_\_\_\_\_, 200\_\_, with an address at \_\_\_\_\_ (each a “Party” and collectively the “Parties”).

W I T N E S S E T H:

WHEREAS, the U.S. Department of Health and Human Services (“HHS”) has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the security of electronic individually identifiable health information obtained, created or maintained by certain entities, including health care providers (the “HIPAA Security Rule”); and

WHEREAS, the HIPAA Security Rule requires that the Practice enter into this Amendment with Contractor in order to protect the security of certain individually identifiable health information maintained by the Practice (“Protected Health Information”, or “PHI”); and

WHEREAS, Contractor and its employees, affiliates, agents, or representatives may access PHI in carrying out their obligations to the Practice pursuant to either an existing or contemporaneously executed agreement for services (“Services Agreement”); and

WHEREAS, the Practice and the Contractor are parties to that certain Business Associate Agreement (the “Agreement”) dated as of \_\_\_\_\_;

WHEREAS, the Parties desire to enter into this Amendment to protect the security of PHI, and to amend any agreements between them, whether oral or written, with the execution of this Amendment;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T:

1. Contractor Covenants. The following shall be added as new Sections 3.10 and 3.11 of the Agreement:

3.10 implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Practice; and

3.11 report to the Practice [**OPTIONAL: within [\_\_\_\_\_] days**] any “security incident” of which it becomes aware, as such term is defined in the HIPAA Security Rule. [**OPTIONAL: The report to the Practice shall identify: the date of the security incident, the scope of the security incident, the Contractor’s response to the security incident, and the identification of the party responsible for causing the security incident, if known. Thereafter, Contractor shall provide periodic updates regarding the security incident at the Practice’s written request.**]

2. Ratification of Agreement. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect as written, and are hereby ratified and confirmed by Practice and Contractor.

3. Effective Date. The provisions of this Amendment shall become effective April 21, 2005, or such later date as is adopted by HHS as the compliance deadline for the HIPAA Security Rule (the “Effective Date”).

4. Miscellaneous. The Agreement and the Amendment shall be governed by the laws of the State of \_\_\_\_\_. The Agreement and the Amendment represent the entire agreement of the parties with respect to the subject matter hereof. This Amendment is binding on and shall inure to the benefit of Practice and Contractor and their respective legal representatives, successors, and permitted assigns. Neither this Amendment nor the Agreement may be amended, except by a written agreement signed by both parties.

**INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Amendment as of the Effective Date.**

**Practice**

**Contractor**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_