

SECOND AMENDMENT TO BUSINESS ASSOCIATE AGREEMENT

This second amendment is made to the existing HIPAA business associate terms and conditions, and any previous amendment thereto, agreed to by and between *[NAME OF BUSINESS ASSOCIATE]*, hereinafter called "Business Associate" and the University of Pittsburgh Medical Center, hereinafter called the Covered Entity (the "T&Cs"). Business Associate and Covered Entity shall be referred to herein individually as a "Party" or collectively as the "Parties."

This amendment is a result of the 2013 HIPAA Final Rule, also known as the Omnibus Rule.

Terms used herein, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Section 160.103, 45 CFR Section 164.304, 45 CFR Section 164.501 and Pub.L. 111-5 Section 13400, as well as defined in Pub.L. 104-191 and Pub.L. 111-5.

The Parties agree to amend the T&Cs as follows:

Amendment of the following provisions to read as follows:

1. Report of Breach. You acknowledge and agree to establish a system to monitor and investigate use and disclosure of UPMC PHI in accordance with HIPAA. You also agree to take responsibility to investigate any potential inappropriate access, use, or disclosure of UPMC PHI under Your control, in order to determine if a reportable breach has occurred under HIPAA. Should you determine that a use or disclosure of UPMC PHI constituted a reportable breach under HIPAA, You agree to adhere to the reporting requirements under HIPAA. You further agree to immediately report to UPMC (1) any use or disclosure of UPMC PHI not provided for herein of which you become aware, (2) any Security Incident involving the inappropriate disclosure or access of UPMC PHI of which You become aware and (3) any breach of Unsecured UPMC PHI You become aware of as required by Pub. L. 111-5 § 13402(b). Such report shall include the name of each individual whose UPMC PHI has been, or is reasonably believed by You to have been accessed, acquired, or disclosed during such breach. Such reports shall be submitted within two (2) business days of when you become aware of such breach, and shall contain such information as you reasonably believe is required for UPMC to further investigate and address the breach. You shall also provide such assistance and further information as reasonably requested by UPMC. You agree to mitigate, to the extent practicable, any harmful effect that is known to You of a use or disclosure of UPMC PHI by You in violation of the requirements contained herein.

2. Agents/Subcontractors. You agree to ensure that any agents, including any subcontractors that have access to UPMC PHI (whether received from UPMC, or created or received by You or Your agents or subcontractors) on behalf of UPMC) agree to in writing to the restrictions and conditions set forth in the T&Cs with respect to such UPMC PHI.

All other terms and conditions that are not hereby amended by these T&Cs remain in full force and effect.