[FOR USE ONLY WHEN USING BUSINESS ASSOCIATE AGREEMENT PREPARED BY COVERED ENTITY **]**

ADDENDUM TO BUSINESS ASSOCIATE AGREEMENT

ABRET Neurodiagnostic Credentialing and Accreditation, Inc. ("ABRET" or "Business Associate") and

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_____

(Name of Laboratory) ("Covered Entity") agree to amend the terms of the Business Associate Agreement as outlined below:

1. **Disclosure to Reviewers**. Reviewers may only use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, ABRET's Laboratory Accreditation Board as specified in this BAA and the Application Agreement, provided that such use or disclosure complies with the HIPAA Rules. The reviewers acknowledge and agree that they acquire no title or ownership rights to the Protected Health Information, including any de-identified information, as a result of this BAA.

2. **Accounting of Disclosures**. If Covered Entity informs ABRET that they have received a request for any accounting of disclosures, Covered Entity shall allow ABRET at least ten (10) business days to make available to Covered Entity such information as is in its possession and is required as to make the accounting required by 45 C.F.R. §164.528.

3. **Notice of Unauthorized Disclosures**. ABRET agrees to report, in writing, to the Covered Entity ten (10) of discovery, or such shorter time required by applicable law, any use or disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 C.F.R. §164.410, and any Security Incident of which it becomes aware.

4. **Disclosure Request Response Procedure**. If ABRET receives a PHI disclosure request as part of a legal process (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process), ABRET shall take the following steps prior to disclosure: (i) assert the confidential nature of the PHI; (ii) send Covered Entity a copy of the request within five (5) business days after ABRET's receipt of the request; and (iii) cooperate fully with Covered Entity in obtaining a protective order or other appropriate remedy.

5. **Effect of Termination**. If for any reason, PHI cannot be returned or destroyed upon termination, then all obligations of ABRET regarding such information shall survive the termination of the Business Associate Agreement indefinitely or until such information is returned to the Covered Entity or destroyed.

6. **Privileged and Confidential Information**. ABRET is not required to disclose the identity of its application reviewers, application reviewers' or site visit representatives' notes regarding the review process, and any other privileged or confidential information unless compelled by court order.

7. **Indemnification**. The indemnification obligations of the ABRET extend only to claims, liabilities, damages, and/or expenses arising out of a breach of the Business Associate Agreement by ABRET.

8. **Red Flags Rules**. Business Associate is not required to implement an identity theft protection program. The Red Flag Rules set forth at 16 CFR §681.2 et seq. are not applicable to Business Associate by virtue of this transaction because Business Associate will not provide services in connection with an account maintained by the Covered Entity that permits patients to make multiple payments for services rendered.

9. **Conflict**. Except as modified by this Addendum, the provisions of the Business Associate Agreement remain in full force and effect. If a provision of this Addendum conflicts with a provision in the Business Associate Agreement, the provision of this Addendum will control.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Business Associate Agreement by their duly authorized representatives effective as of the date of signature by ABRET.

ABRET Neurodiagnostic Credentialing and Accreditation, Inc.	_____ _____ _____ **(Covered Entity's Full Legal Name)**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: