

Texas House Bill 2015 Amendment

This Amendment is entered into by and among _____ (hereinafter "Employer") and _____ (hereinafter "Humana").

Witnesseth

WHEREAS, Humana and Employer entered into an insured service agreement (hereinafter "Agreement"), effective ____/____/____ (effective date of original service agreement), Humana and Employer desire to amend the Agreement as follows:

Employer hereby amends and certifies that the documents and materials for its group health plan (hereinafter "Plan Documents") will comply with the requirements of 45 C.F.R. 164.504 (f)(2) and that the Employer will safeguard and limit the use and disclosure of protected health information that the Employer may receive from Humana to perform the plan administration functions.

The requirements of 45 C.F.R. 164.504 (f)(2) include, but are not limited to the following provisions:

- Employer shall not use or disclose member information other than as permitted or required by the Plan Documents or as required by law;
- Employer ensures that any agents, including a subcontractor, to whom it provides member information received from the group health plan agrees to the same restrictions and conditions that apply to the Employer;
- Employer shall not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan;
- Employer shall report to the group health plan when it becomes aware of any use or disclosure of the information that is inconsistent with the purpose for which the uses or disclosures were provided to the Employer;
- Employer shall make available the designated record set of protected health information to members for the purposes of inspection pursuant to HIPAA requirements
- Employer shall make available protected health information for amendment and incorporate any amendments to protected health information;
- Employer shall make available the information required to provide an accounting of disclosures;
- Employer shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from the group health plan available to the Secretary of Health and Human Services for purposes of determining compliance by the group health Employer with this subpart;
- Employer shall return or destroy all protected health information received from the group health plan that the sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made. [except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible]; and
- Provide for adequate separation between the Employer and the plan sponsor. The Employer documents were amended to:
 - Describe those employees or classes of employees or other persons under the control of the Employer to be given access to the protected health information, provided that any employee or person who receives protected health information pertaining to the Employer's membership in the ordinary course of business must be included in such description;
 - ♦ Define employees authorized to receive protected health information:

	Individual 1	Individual 2
Name (First, Last)		
Title		
Address		
City / State / Zip		
Telephone		
Fax		
Email address		

(Note: please include any additional recipients on a separate sheet)

- Restrict the access to and use by such employees and other persons described in paragraph to the plan administration functions that the plan sponsor performs for the Employer; and
- Provide an effective mechanism for resolving any issues of noncompliance by persons with the Plan Documents' provisions required by this paragraph.

Except as specifically amended hereby, the terms and conditions of the Plan Documents remain the same.

The parties have the authority necessary to bind all of the entities identified herein and have executed this Amendment to be effective as of (effective date of Amendment) ____/____/____.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Employer signature: _____

Humana signature: _____

Print name _____

Print name _____

Title: _____

Title _____

Date: ____/____/____

Date: ____/____/____

Texas House Bill 2015 Certification

Pursuant to Texas House Bill 2015, _____ (hereinafter "Employer/Plan Sponsor") seeks to obtain certain Protected Health Information (hereinafter "PHI" as the term is defined under 45 C.F.R. 164.501) from _____ (hereinafter "Humana"). Employer/Plan Sponsor hereby certifies that the plan documents comply with the requirements of 45 C.F.R. 164.504 (f)(2) and that the Employer/Plan Sponsor will safeguard and limit the use and disclosure of protected health information that the Employer/Plan Sponsor may receive from Humana to perform the plan administration functions.

This certification is effective as of (day) _____ of (month) _____, (year) _____.

Authorized signee: _____ Print name: _____

Title: _____ Date: ____ / ____ / ____