

P R E M I E R

T A L E N T P A R T N E R S

AMENDMENT Premier Talent Partners GROUP BENEFIT PLAN

THIS AMENDMENT TO Premier Talent Partners Group Benefit Plan (the “Amendment”) is made as of the ____ day of _____, 20____.

RECITALS:

A. WHEREAS, **Premier Talent Partners** established a group benefit plan for its employees (the “Plan”); and the Department of Health and Human Services released substantial modifications to its rule establishing “Standards for Privacy of Individually Identifiable Health Information” (the “Rule”).

B. WHEREAS, the Plan Sponsor wishes to amend the Plan in order to bring it into compliance with the Rule.

In consideration of the Recitals, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation.** The Recitals are hereby incorporated and made a part hereof as if fully restated herein.
2. **Disclosure** of Information.
 - a. Plan Sponsor may only use and/or disclose Protected Health Information (as such term is defined in 45 C.F.R. §164.501) as permitted by the Rule.
 - b. The Plan will disclose Protected Health Information to the Plan Sponsor only upon its receipt of a certification by the Plan Sponsor that the Plan has been amended to incorporate the following provisions and that the Plan sponsor agrees to:
 - (i) Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
 - (ii) Ensure that any agents, including a subcontractor, to whom it provides Protected Health Information received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
 - (iii) Not use or disclose the Protected Health Information for employment related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
 - (iv) Report to the Plan any use or disclosure of the Protected Health Information

that is inconsistent with the uses or disclosures permitted by the Rule of which it becomes aware;

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(v) Make available Protected Health Information in accordance with 45 C.F.R. §164.524;

(vi) Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. §164.526;

(vii) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528;

(viii) Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Secretary for purposes of determining compliance by the Plan with the Rule;

(ix) If feasible, return or destroy all Protected Health Information received from the Plan that the Plan Sponsor still maintains in any form and retains 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

(x) Ensure that separation of the plan and plan sponsor as indicated below. 3.

Separation of Plan and Plan Sponsor.

- a. Only the following types of employees under the control of the Plan Sponsor will be given access to the Protected Health Information: Privacy Officer, HIPAA Compliance Trained employees, Benefit Administration support personnel or other designees with a need to know. ("Permitted Employees"). Provided, however, that any employee or person not described above who receives Protected Health Information relating to payments or reimbursements under, health care operations of, or other matters pertaining to the Plan in the ordinary course of business, will also be included in the definition above of Permitted Employees.
- b. The Permitted Employees may only use the Protected Health Information for Plan administrative functions that the Plan Sponsor performs for the Plan.
- c. Any controversy or claim arising out of or relating to a violation of any of the separation and/or disclosure provisions contained herein shall be settled by arbitration in accordance with the of the American Arbitration Association in the State of Indiana. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall pay an equal share of the fees and expenses of the arbitrators and administrative fees and expenses of arbitration.

3. **Conflict.** The provisions of the Plan, as modified hereby, will remain in full force and effect. If any provision of the Plan conflicts with a provision of this Amendment, this Amendment will control.

File: HIPAA Benefit Plan Amendment