

## **BUSINESS ASSOCIATE, DATA USE, AND QUALIFIED SERVICE ORGANIZATION AGREEMENT**

THIS BUSINESS ASSOCIATE, DATA USE, AND QUALIFIED SERVICE ORGANIZATION AGREEMENT (“Agreement”) is entered into and made effective the [REDACTED] day of [REDACTED], 2022 (the “Effective Date”), by and between the American Society of Addiction Medicine (“ASAM”); and [REDACTED], (“Participant”). ASAM and Participant are each a Party to this Agreement and are referred to collectively as the “Parties.”

**WHEREAS**, ASAM has developed and owns the ASAM Criteria Software and its associated electronic Databases containing information relating to patient assessment and submitted by Participants and End Users through the ASAM Criteria Software; and

**WHEREAS**, ASAM, acting as a Business Associate, plans to conduct data analyses that relate to the Participant’s Health Care Operations, including but not limited to Data Aggregation, quality assessment and improvement;

**WHEREAS**, ASAM may from time to time and as permitted by law, Use, and/or Disclosure of Participant’s Protected Health Information (“PHI”) including substance use disorder treatment information in accordance with the law;

**WHEREAS**, the Participant may from time to time require the Disclosure of PHI by Participant to ASAM in the form of a Limited Data Set (“Limited Data Set Information”) for ASAM to provide services to Participant related to its Health Care Operations;

**WHEREAS**, ASAM is a Qualified Service Organization (“QSO”), as defined the regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records codified at 42 CFR Part 2 (“Part 2 Rules”) with access to PHI that includes protected substance use disorder treatment information; and

**WHEREAS**, the Parties wish to enter into an agreement regarding the Use and Disclosure of PHI, including Limited Data Set Information, and to comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), as amended by the Privacy and Security provisions set forth in Section 13400 of the Health Information Technology for Economic and Clinical Health Act, Public law 111-5 (“HITECH Act”), and the regulations promulgated thereunder codified at 45 CFR Parts 160 and 164 (commonly known as the Privacy and Security Rules)(collectively referred to herein as the “HIPAA Regulations”), as they pertain to Business Associates, and the Part 2 Rules as they pertain to Qualified Service Organizations;

**NOW THEREFORE**, in consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, the Parties agree as follows:

## DEFINITIONS

ASAM Database: Datasets that includes all raw input and scored case record data received from Participants, including directly identifying protected health information (“PHI”), as defined by the regulations implementing the Health Information Protection Act of 1996, as amended (“HIPAA Regulations”) and second level datasets in which no PHI resides (i.e., a linked but non- directly identifying record number is assigned to each patient) and which includes de-identified data from Participants.

ASAM Criteria Software: The software and scripts needed to present the ASAM Criteria assessment, apply the rules, and generate associated reports.

End-Users: Employees or contractors of Participants who are authorized to use the ASAM Criteria Software.

Participants: Physicians practices, physician groups, treatment programs, clinics, hospitals or departments thereof, managed care organizations, and other health care providers or entities that use the ASAM Criteria Software for health care-related purposes in health care-related settings, submit data to the ASAM Database, and employ or engage End-Users.

Other definitions: Capitalized terms used, but not otherwise defined, in this Agreement will have the meaning ascribed to them in the HIPAA Regulations or Part 2 Rules, as the case may be. PHI will have the meaning ascribed to it in the HIPAA Regulations, but for the purposes of this Agreement will refer solely to PHI transmitted from or on behalf of Participant to ASAM or a Subcontractor of ASAM, or created by ASAM or its Subcontractor on behalf of Participant. PHI will include PHI in electronic form unless specifically stated otherwise. Limited Data Set Information will have the meaning ascribed to “Limited Data Sets” in the HIPAA Regulations, but for the purposes of this Agreement will refer solely to Limited Data Set Information transmitted from or on behalf of Participant to ASAM or a Subcontractor of ASAM, or created by ASAM or its Subcontractor on behalf of Participant. Unless otherwise specified, the use of the term PHI will be interpreted to include Limited Data Set Information. “Subcontractor” shall have the meaning ascribed to it by the HIPAA Regulations, and shall include any agent or other person who acts on behalf of an entity, provided that ASAM is not acting as an agent of Participant in its role as an independent contractor herein. “Qualified Service Organization Agreement” shall have the same meaning as defined in 42 CFR 2.11 and 2.12(c)(4).

### 1. GENERAL OBLIGATIONS OF PARTIES

1.1 Participant agrees and acknowledges that the data captured by the ASAM Database will include certain entity and physician and patient identifying information (which shall be encrypted during transfer and at rest in the ASAM Criteria Software system). Participant agrees that it is Participant’s responsibility to obtain any permissions required in order to submit such data for inclusion in the ASAM Database, and specifically agrees to indemnify, defend, and hold harmless ASAM and its employees, contractors, subcontractors, and agents from and against all claims and liabilities associated therewith to the extent permitted by applicable law.

1.2 ASAM Reports. Participant will be entitled to receive electronic access to Participant-specific information; and such other reports as ASAM or its independent service providers may prepare for

Participants. All such reports shall be structured to reflect data of the Participant only. All reports provided hereunder constitute “ASAM Intellectual Property” (as defined herein) and, as such, may not be reproduced or further disseminated without permission from ASAM.

1.3 Participant Ad Hoc Queries. Participant may submit to ASAM requests for ad hoc queries (requiring access to and analysis of aggregate data from the ASAM Database). ASAM may condition its approval of a request for an ad hoc query upon Participant’s agreement to pay the fees required by ASAM and any other service providers required in order to appropriately address Participant’s ad hoc query.

1.4 Confidentiality. ASAM acknowledges that the ASAM Database will contain PHI, as defined by the HIPAA Regulations, which may be in the form of Limited Data Sets and are deemed confidential. Accordingly, ASAM agrees and acknowledges that it will (and it will require its Subcontractor to) treat such information as confidential. The parties hereby agree to comply with all applicable statutes and regulations, under federal and state laws, including but not limited to the HIPAA Regulations and any other applicable statutes or regulations concerning patient privacy and data security.

Participant shall define any applicable additional privacy and data security obligations beyond HIPAA and 42 CFR Part 2 in writing and to include those requirements in Appendix A of this Agreement prior to Participant’s transmission of patient personal health information.

## **2. INTELLECTUAL PROPERTY**

- 2.1 It is agreed and acknowledged that all raw data submitted for inclusion in the ASAM Database by or on behalf of Participant are and shall remain Participant’s proprietary information, and may be used by ASAM and its Subcontractors only in accordance with the terms of this Agreement and any subsequent instruction from Participant with respect thereto (*e.g.*, in connection with data analysis needs of states or other appropriate parties, as defined by ASAM).
- 2.2 Participant hereby agrees that all data submitted to the ASAM Database by or on behalf of Participant may be used by ASAM for research and evaluation purposes to the extent permissible by HIPAA regulations, the Part 2 rule, and applicable state laws; provided, however, that no such data shall be used or disclosed in such a way as to identify Participant, any individual physician or physician group, or any non-physician provider, unless and until Participant advises ASAM in writing that it has authorized and/or secured appropriate consent for such disclosure. ASAM will not share PHI with third-parties except as otherwise authorized under this Agreement, HIPAA, and the Part 2 Rule.
- 2.3 Participant acknowledges that ASAM is and shall be deemed the owner of all rights to the ASAM Database and any deidentified aggregate data contained therein, any and all reports based thereon, all information derived therefrom and all trademarks (including, without limitation, ASAM, ASAM CONTINUUM, ASAM CRITERIA, and all variations thereon and graphic representations thereof), trade secrets and all other intellectual property arising from or reflected in the ASAM Database (collectively, “ASAM Intellectual Property”) with the exception of Participant’s data.
- 2.4 Participant may not use ASAM Intellectual Property without first obtaining the express written consent of ASAM, provided that Participant may use Participant-specific Aggregated Data from

the ASAM Database without first obtaining such written consent so long as Participant does not make any statements about such data that are false or misleading and includes attribution of the data source with appropriate citation.

- 2.5 Neither party shall use the name, trademark, or logo of the other party or its employees for promotional purposes without prior written consent of the other party.

### **3. BUSINESS ASSOCIATE OBLIGATIONS**

The obligations set out in this Section 3.1 apply with respect to ASAM's Use or Disclosure of PHI, other than Limited Data Set Information.

- 3.1 ASAM agrees not to Use or Disclose PHI other than as permitted or required by this Agreement or as Required By Law and agrees to maintain the security and privacy of all PHI in a manner consistent with all applicable laws.
- 3.2 ASAM agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing, ASAM further agrees to:
- (a) implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Participant as required by 45 CFR 164.308; 164.310; and 164.312;
  - (b) ensure that any Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI; and
  - (c) report promptly, but in no case later than five (5) business days after discovery (as defined by 45 CFR 164.410(a)), to the Participant any Security Incident or Breach of Unsecured PHI that is known to or reasonably should be known to ASAM and shall mitigate, to the extent practicable, any harmful effects of said Security Incident or Breach; provided however, that the Parties acknowledge and agree that this Subsection 3.2(c) constitutes notice by ASAM to Participant of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Participant shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, Use or Disclosure of PHI.
- 3.3 ASAM agrees to report promptly, but in no case later than 5 business days after discovery (as defined by 45 CFR 164.410(a)), to Participant any Use or Disclosure of PHI which is not authorized by this Agreement of which ASAM becomes aware.
- 3.4 ASAM agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI, on behalf of ASAM, will agree in writing to comply with the same restrictions and conditions with respect to such information that apply through this Agreement to ASAM, to the

extent the restrictions, conditions, and requirements are required under HIPAA and 42 CFR Part 2. For the purposes of this Agreement, all PHI provided at ASAM's direction to a Subcontractor of ASAM will be deemed to have been provided to ASAM.

- 3.5 If PHI provided to ASAM, or to which ASAM otherwise has access, constitutes a Designated Record Set, ASAM agrees to provide Participant with timely access to such PHI, upon reasonable advance notice and during regular business hours, or, at Participant's request, to provide an Individual with access to his or her PHI in order to meet the requirements under 45 CFR 164.524 concerning access of Individuals to PHI. In the event an Individual contacts ASAM or its Subcontractor directly about gaining access to his or her PHI, ASAM will not provide such access but rather will promptly forward such request to Participant.
- 3.6 If PHI provided to ASAM, or to which ASAM otherwise has access, constitutes a Designated Record Set, ASAM agrees to make timely amendment(s) to such PHI as Participant may direct or agree to pursuant to 45 CFR 164.526. In the event an Individual contacts ASAM or its Subcontractor directly about making amendments to his or her PHI, ASAM will not make such amendments, but rather will promptly forward such request to Participant, unless otherwise required by law.
- 3.7 ASAM agrees to make internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the United States Department of Health and Human Services, during regular business hours, for purposes of determining compliance with the HIPAA Regulations.
- 3.8 ASAM agrees to document Disclosures of PHI and information related to such Disclosures as would be required for Participant to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR 164.528. In addition, ASAM agrees to provide promptly to Participant or an Individual, upon Participant's reasonable request, information collected in accordance with this Subsection 3.8 in order to permit Participant to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR 164.528. Notwithstanding the foregoing, this Subsection 3.8 will not apply with respect to Disclosures made to carry out Participant's Health Care Operations or the Disclosure of Limited Data Set Information, in accordance with the exceptions to 45 CFR 164.528 as set forth in the HIPAA Regulations, provided that this exception shall not apply to Disclosures of PHI through an electronic health record.
- 3.9 ASAM shall mitigate, to the extent practicable, any adverse effects from any improper Use and/or Disclosure of Protected Health Information by ASAM that are known to ASAM.
- 3.10 Limited data set recipient obligations. The obligations set out in this Subsection 3.10 apply only with respect to ASAM's Use or Disclosure of Limited Data Set Information.
  - (a) ASAM agrees to not Use or further Disclose Limited Data Set Information other than as permitted by this Agreement, or as otherwise Required By Law.
  - (b) ASAM agrees to use appropriate safeguards to prevent Use or Disclosure of the Limited Data Set Information other than as permitted by this Agreement. Without limiting the generality of the foregoing, ASAM further agrees to:

- 1) implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the electronic Limited Data Set Information that it creates, receives, maintains, or transmits on behalf of Participant as required by 45 CFR 164.308; 164.310; 164.312;
  - 2) ensure that any Subcontractor, to whom it provides such Limited Data Set Information agrees to implement reasonable and appropriate safeguards to protect such information and that are substantially similar to the terms of this Agreement;
  - 3) report promptly, but in no case later than 5 business days after discovery (as defined by 45 CFR 164.410(a)), to the Participant any Security Incident or Breach of Unsecured PHI of which ASAM becomes aware.
- (c) ASAM will report promptly, but in no case later than 5 business days after discovery (as defined by 45 CFR 164.410(a)), to Participant any Use or Disclosure of the Limited Data Set Information not permitted by this Agreement of which ASAM becomes aware.
- (d) ASAM will not attempt to identify the Individuals to whom the Limited Data Set Information pertains, or attempt to contact such Individuals, provided that this restriction will not be interpreted to prevent ASAM from conducting such activities under the Business Associate provisions of this Agreement. Under no circumstances will ASAM attempt to contact Individuals except with Participant's prior consent.
- (e) ASAM agrees to enter into a written agreement with any Subcontractor to whom it, directly or indirectly, provides Limited Data Set Information requiring compliance with the same restrictions and conditions that apply through this Section 3.10 to ASAM, including the provisions required by the HIPAA Regulations for such Disclosures.

#### **4. QUALIFIED SERVICE ORGANIZATION OBLIGATIONS**

- 4.1 To the extent that ASAM is also considered a QSO, with access to protected substance use disorder treatment information, ASAM agrees to the following:
- (a) In receiving, storing, processing, disclosing, redisclosing, or otherwise dealing with any protected substance use disorder treatment information from Participant, ASAM is fully bound by the Part 2 Rules.
  - (b) If necessary, ASAM will resist in judicial proceedings any efforts to obtain access to protected substance abuse information unless access is expressly permitted under the Part 2 Rules.

#### **5. PERMITTED USES AND DISCLOSURES BY ASAM**

- 5.1 General Business Associate Contract Use and Disclosure Provisions. Except as otherwise limited in this Agreement, ASAM may Use or Disclose PHI on behalf of, or in order to provide services to, Participant to the extent such Use or Disclosure is necessary to perform the services for Participant under the Agreement and, provided that such Use or Disclosure of PHI would not violate the HIPAA Regulations or Part 2 Rules. In providing these services, ASAM will be acting as an independent contractor and not as an employee or agent of Participant. ASAM

shall have no authority, express or implied, to commit or obligate Participant in any manner whatsoever.

- 5.2 Specific Business Associate Contract Use and Disclosure Provisions. The permitted Uses and Disclosures set out in this Section 5 apply only with respect to ASAM's Use or Disclosure of PHI other than Limited Data Set Information.
- 5.3 Except as otherwise limited in this Agreement or the Participation Agreement, ASAM may Use PHI for the proper management and administration of the ASAM Criteria Software.
- 5.4 Except as otherwise limited in this Agreement or the Participation Agreement, ASAM may Use and Disclose PHI to provide Data Aggregation services to Participant as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 5.5 ASAM may de-identify any PHI, provided such de-identification conforms to the requirements of 45 CFR 164.514(b), including without limitation any documentation requirements. ASAM may Use or Disclose such de-identified information at its discretion, as such de-identified information does not constitute PHI and is not subject to the terms of this Agreement.
- 5.6 ASAM may partially de-identify any PHI to create a Limited Data Set, provided such partial de-identification conforms to the Limited Data Set requirements of 45 CFR 164.514(e)(2).
- 5.7 Minimum Necessary Requirement. The Parties agree that the permissible Uses and Disclosures of PHI set forth in the Participation Agreement and this Agreement are consistent with Participant's minimum necessary policies and procedures.

## **6. TERM AND TERMINATION**

- 6.1 Term. This Agreement will commence as of the Effective Date and will remain in effect for one year, and will renew automatically for additional one-year periods unless either party gives the other sixty (60) days' notice of its intent to stop licensing the software.
- 6.2 Termination for Material Breach. Either Party may terminate this Agreement based upon a material breach of this Agreement by the other Party, provided that the non-breaching Party gives the breaching Party thirty (30) calendar days written notice and the opportunity to cure such breach, and the breach is not cured during the notice period. In the event such material breach is not cured, the non-breaching Party may terminate this Agreement immediately upon the expiration of the notice period. If said breach is cured to the non-breaching party's satisfaction (as reflected in written notice thereof) within thirty (30) days after the provision of such notice, said termination notice shall be of no further force or effect and this Agreement shall be fully reinstated. In the event it is not possible to cure such material breach, the non-breaching Party may terminate this Agreement immediately and without any notice.
- 6.3 Termination Permitted Due to Change in Law. Either Party may terminate this Agreement as permitted in accordance with Subsection 8.7 of this Agreement upon a change in an applicable law that causes performance in compliance with this Agreement to violate the law.
- 6.4 Effect of Termination.  
The Parties acknowledge and agree that the provision of any PHI to ASAM is conditioned upon

this Agreement being in full force and effect. Therefore, upon termination of this Agreement, the Parties agree that Participant will refrain from submitting PHI to ASAM, and ASAM will refrain from accepting PHI from Participant. In the event the Parties engage in negotiations undertaken in accordance with Subsection 8.7 of this Agreement, the Parties will suspend during such period of negotiation any provision of this Agreement requiring or obligating either Party to Use or Disclose PHI in a manner that either Party reasonably believes would violate any applicable state or federal law or regulation, including without limitation the HIPAA Regulations or Part 2 Rules.

## **7 INDEMNIFICATION; BREACH NOTIFICATION**

- 7.1 Indemnification; Limitation of Liability. ASAM agrees to indemnify, defend, and hold harmless Participant from and against any and all third-party claims, costs and expenses (including attorneys' fees and expenses), demands, actions and liabilities of every kind and character whatsoever arising or resulting in any way from ASAM's breach of its obligations under this Agreement, absent the gross negligence or willful misconduct of Participant. All of the foregoing rights of indemnification shall apply to any expenses incurred by Participant in defending itself against claims of gross negligence or willful misconduct unless a court of competent jurisdiction concludes in a final judgment that such party seeking indemnification has committed gross negligence or willful misconduct.
- 7.2 Participant agrees to indemnify, defend, and hold harmless ASAM, its officers, directors, employees, contractors, subcontractors and agents from and against any and all third-party claims, costs and expenses (including attorneys' fees and expenses), demands, actions and liabilities of every kind and character whatsoever arising or resulting in any way from Participant's breach of its obligations under this Agreement, absent the gross negligence or willful misconduct of ASAM. All of the foregoing rights of indemnification shall apply to any expenses incurred by ASAM and its officers, directors, employees, contractors, subcontractors, and agents in defending themselves, respectively, against claims of gross negligence or willful misconduct unless a court of competent jurisdiction concludes in a final judgment that such party seeking indemnification has committed gross negligence or willful misconduct.
- 7.3 Under no circumstances will either party be liable to the other for any indirect or consequential damages of any kind, including lost profits (whether or not the parties have been advised of such loss or damage) arising in any way in connection with this Agreement.
- 7.4 Breach Notification. Participant and ASAM agree that if either fails to adhere to any of the provisions set forth in this Agreement or the Participation Agreement and, as a result, PHI or other confidential information is unlawfully accessed, used, or disclosed, the party or parties responsible for the Breach agree to pay all (or their proportionate share of) costs associated with any notification to affected individuals that is required by law, and the Party or Parties responsible will also pay any and all (or their proportionate share of) fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting. Unless otherwise agreed upon by the Parties, if ASAM notifies Participant of a Breach of Unsecured PHI, Participant shall be responsible for providing notification to comply with Breach Notification requirements set forth in the HIPAA Regulations. The parties will mutually agree on Breach Notification language prior to release.



**8 MISCELLANEOUS**

- 8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations or the Part 2 means the section as in effect or as amended from time to time and for which compliance is required.
- 8.2 Insurance. At all times during the term of this Agreement Participant and ASAM shall maintain insurance with coverage and limits reasonably sufficient to cover their respective obligations hereunder and shall provide proof of such insurance upon the other party’s request. Participant may satisfy the foregoing requirement through an appropriate self-insurance program, but must provide proof of such insurance upon ASAM’s request.
- 8.3 Equitable Relief. The parties understand and agree that money damages may not be a sufficient remedy for the breach of the provisions of this Agreement, and that emergency injunctive relief shall be available as a potential remedy for any such breach by any other party. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement, but shall be in addition to all other remedies at law or in equity to the non-breaching party(ies).
- 8.4 Independent Contractors. The relationship of the parties to this Agreement is that of independent contractors, and not that of master and servant, principal and agent, employer and employee, or partners or joint venturers.
- 8.5 Notices. All notices and demands of any kind or nature which any party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing, and may be served personally, by registered or certified United States mail, by facsimile transmission or by overnight courier (e.g., Federal Express or DHL) to the following addressees:

If to Participant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Email: \_\_\_\_\_

If to ASAM: ASAM Health Technology  
11400 Rockville Pike Suite 200  
Rockville, MD 20852  
Tel: 301-656-3920  
E-mail: [Info@asamcontinuum.org](mailto:Info@asamcontinuum.org)

Service of such notice or demand so made shall be deemed complete on the day of actual delivery. Without limiting the generality of the foregoing, if notice is given by electronic mail, such notice shall be deemed to be provided upon confirmation of the receipt of the transmission. Any party hereto may, from time to time, by notice in writing served upon the other party(ies) as aforesaid, designate a different mailing address or a different person to which all further notices or demands shall thereafter be addressed.

- 8.6 Headings. The headings of the various sections hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any

construction upon any of the provisions of this Agreement.

- 8.7 Amendment. This Agreement may not be amended except by the mutual written agreement of the Parties. Notwithstanding the foregoing, the Parties agree to work together in good faith to take such action as is necessary to make technical amendments to this Agreement from time to time if necessary for Participant and/or ASAM to comply with the requirements of HIPAA, the HIPAA Regulations, Part 2 Rules, or any applicable provisions of any other federal or state law, as such laws or regulations may be amended from time to time. However, should any state or federal law or regulation now existing or enacted after the Effective Date of this Agreement, including without limitation the Part 2 Rules, HIPAA or the HIPAA Regulations, be amended or interpreted by judicial decision or a regulatory body in such a manner that either Party reasonably determines renders any provision of this Agreement in violation of such law or regulation or adversely affects the Parties' abilities to perform their obligations under this Agreement, the Parties agree to negotiate in good faith to amend this Agreement so as to comply with such law or regulation and to preserve the viability of this Agreement. If, after negotiating in good faith, the Parties are unable to reach agreement as to any necessary amendments, either Party may terminate this Agreement without penalty.
- 8.8 Assignment. Neither this Agreement nor either Parties' rights and obligations in this Agreement may be assigned to a third party without the prior written consent of the non- assigning Party.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Electronic signatures shall have the same effect as originals.
- 8.10 Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, then the rest of this Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.
- 8.11 Survival. The provisions of Sections 1.1, 1.4, 2, 5.6, 7, 8.2, 8.3 and all other terms within this Agreement that are necessary or appropriate to give meaning thereto shall survive any termination of this Agreement.
- 8.12 Entire Agreement. This Agreement (a) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (b) supersedes and replaces all prior agreements, oral or written, between the parties relating to the subject matter hereof; and (c) except as otherwise indicated herein, may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the party against whom enforcement is sought.
- 8.13 Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Participant and ASAM to comply with the HIPAA Regulations, Part 2 Rules, or applicable state patient privacy laws or regulations. Where provisions of this Agreement are different from those mandated in the HIPAA Regulations or Part 2 Rules, but are nonetheless permitted by the HIPAA Regulations or Part 2 Rules, the provisions of this Agreement will control.
- 8.14 Third Party Beneficiaries. ASAM and Participant agree that Individuals whose PHI is Used

or Disclosed to ASAM or its Subcontractors under this Agreement are not third-party beneficiaries of this Agreement or the Participation Agreement.

8.15 Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement on the dates set forth below, so that it may take effect as of the Effective Date.

AMERICAN SOCIETY OF ADDICTION MEDICINE

Signature: \_\_\_\_\_

Print Name: Maureen Boyle

Title: Chief Quality and Science Officer

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

PARTICIPANT

Signature: \_\_\_\_\_

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

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

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

**APPENDIX A: Additional Privacy and Data Security Obligations**

I. Applicable additional privacy and data security obligations beyond HIPAA and 42 CFR Part 2:

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