

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (this "**BA Agreement**") is made and entered into effective as of [REDACTED] (the "**Effective Date**") by [REDACTED] ("**Provider**"), a [REDACTED] located at [REDACTED], and **The University of Texas Health Science Center at Houston**, an agency and institution of higher education established under the laws of the State of Texas, located at 7000 Fannin, Houston, TX 77030 ("**Client**").

A. Definitions. For purposes of this BA Agreement:

1. "**Business Associate**" shall mean Provider.
2. "**Compliance Date**" shall have the same meaning as the term "compliance date" in 45 CFR §145.501.
3. "**Covered Entity**" shall mean the portion of Client that has been designated as the health care component that includes the self funded insurance plan administered by the Office of Employee Group Insurance that is required to comply with the Privacy Rule.
4. "**Agreement**" shall mean the "[REDACTED] Agreement" made and entered into effective as of [REDACTED], 20__, by Business Associate and The University of Texas Health Science Center at Houston.
5. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
6. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
7. "**Protected Health Information**" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
8. "**Required By Law**" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
9. "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
10. All other capitalized terms used in this Section shall have the meanings set forth in the applicable definitions under the Privacy Rule.

B. Obligations and Activities of Provider as a Business Associate

1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BA Agreement or as Required By Law.
2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this BA Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.
4. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this BA Agreement of which it becomes aware.
5. Business Associate agrees to ensure that any agent or subcontractor to whom Business Associate provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, has entered into an agreement with Business Associate that requires such agent or subcontractor to use and disclose PHI in conformance with the Privacy Rule.
6. Business Associate agrees to provide access, at the request of Covered Entity, in a reasonable time and manner in conformance with Business Associate's HIPAA Privacy Services Program, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR § 164.524.

7. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner in conformance with Business Associate's HIPAA Privacy Services Program.
8. Business Associate agrees to make internal practices, books, and records including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner pursuant to Business Associate's HIPAA Privacy Services Program, for the purpose of permitting the Secretary to determine Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
10. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner in conformance with Business Associate's HIPAA Privacy Services Program, information collected in accordance with Section B.(9) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

C. Permitted Uses and Disclosures of PHI by Business Associate

1. Business Associate may use or disclose PHI as permitted by the Privacy Rule. Business Associate may use or disclose PHI to perform, manage and administer the activities or services required under the Agreement or other such arrangement between Covered Entity and Business Associate, including the de-identification of PHI, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Business Associate may also use or disclose PHI in any other manner consistent with a legally sufficient authorization executed by an Eligible Person or other individual who is the subject of such information.
2. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

D. Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any limitations in its notice(s) of privacy practices in accordance with 45 CFR § 164.520 to the extent that such limitations may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent such changes may affect Business Associate's use and disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI provided such change or revocation is consistent with Business Associate's capabilities to administer such request in conformance with Business Associate's HIPAA Privacy Services Program and does not otherwise conflict with or restrict the performance of services under the Agreement.

E. Restriction on Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except Business Associate may use or disclose PHI for data aggregation or management and administrative activities of Business Associate.

F. Term and Termination

1. Term. The Term of this BA Agreement and the obligations herein shall be deemed effective as of the Compliance Date or the date of execution of this BA Agreement, whichever date is later, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is

destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the material breach or end the violation and terminate this BA Agreement and Covered Entity's participation in the Agreement if Business Associate does not cure the material breach or end the violation within the reasonable time specified by Covered Entity; or
 - b. Immediately terminate this BA Agreement and Covered Entity's participation in the Agreement if Business Associate has breached a material term of this BA Agreement and a cure is not possible; or
 - c. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
3. Effect of Termination.
 - a. Except as provided in Section F.(B), upon termination of this BA Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 - b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible, including the need to retain PHI for audit, justification of work product or compliance with pharmacy or other applicable law. Business Associate shall extend the protections of this BA Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

G. Miscellaneous

1. Regulatory References. A reference in this BA Agreement to a section in the Privacy Rule means the section as in effect, or as amended, and for which compliance is required.
2. Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191. This BA Agreement may be amended only in writing when signed by a duly authorized representative of each Party.
3. Survival. The respective rights and obligations of Business Associate under Section F.(3) of this BA Agreement shall survive the termination of this BA Agreement.
4. Interpretation. Any ambiguity in this BA Agreement or in the Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
5. Conflicts. To the extent that this BA Agreement may conflict with the Agreement, this BA Agreement shall govern.

CLIENT:

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON**

By: _____
Name: _____
Title: _____

PROVIDER:

By: _____
Name: _____
Title: _____