

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BA Agreement”) is part of an agreement dated \_\_\_\_\_ by and between The Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs (“University” or “Covered Entity”) and \_\_\_\_\_, a (“Business Associate”), who has a relationship with University, but only to the extent such subsidiary creates, receives, maintains, or transmits Protected Health Information (as defined below) for or on behalf of University through the performance of services to University. The purpose of this BA Agreement is to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including all pertinent regulations (45 CFR Parts 160 and 164 referred to herein as the “HIPAA Security Rule” and the “HIPAA Privacy Rule”) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH” Act), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). Covered Entity and Business Associate are collectively referred to as “Parties” in this Agreement and may be referred to individually as a “Party.”

### RECITALS

- A. Covered Entity is a covered entity that is a hybrid entity as such terms are defined under HIPAA and as such is required to comply with the requirements thereof regarding the confidentiality, security and privacy of Protected Health Information.
- B. Business Associate has entered into one or more agreement(s) with Covered Entity (“the Services Agreement”) pursuant to which Business Associate will provide services that involve the use and/or disclosure of Protected Health Information for or on behalf of Covered Entity and must comply with privacy and security requirements imposed upon Business Associate by HIPAA and the HITECH Act and any regulations promulgated thereunder.
- C. The health care component of the Covered Entity, to which HIPAA and HITECH requirements apply, is the UCCS Health Circle Clinics.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained in the Services Agreement and this BA Agreement, the Parties agree as follows:

#### **1. Definitions.**

Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning as those terms have under the HIPAA Security Rule and the HIPAA Privacy Rule and in the HITECH Act and in any subsequent creation or modification of applicable rules.

For purposes of this BA Agreement, the following terms shall have the meanings ascribed to them below:

- A. **“Administrative Safeguards”** shall mean administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect ePHI and to manage the conduct of the Business Associate’s workforce in relation to the protection of that information.
- B. **“Breach”** as defined in 45 CFR §164.402, is the acquisition, access, use, or disclosure of PHI that is not permitted by the HIPAA Privacy Rule and which compromises the security or privacy of the PHI. The acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule is presumed to be a breach unless a risk assessment, which will include the factors in 45 CFR §164.402(2), demonstrates that there is a low probability that the PHI has been compromised.
- C. **“Days”** means calendar days unless “business days” is specified.
- D. **“Designated Record Set”** shall have the meaning specified under the HIPAA Privacy Rule, including, but not limited to, 45 CFR §164.501.
- E. **“Electronic Protected Health Information” or “ePHI”** shall have the meaning found in 45 CFR §160.103 which is PHI that is transmitted or maintained in electronic media.
- F. **“Individual”** means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- G. **“Information”** shall mean any health information, including individually identifiable health information, as defined in 45 CFR §160.103.
- H. **“Limited Data Set”** shall mean PHI that excludes the direct identifiers of the Individual or of relatives, employers or household members of the Individual as described in 45 CFR § 164.514(e)(2).
- I. **“Physical Safeguards”** shall mean physical measures, policies, and procedures to protect a Party’s electronic information systems and related buildings and equipment, from natural and environmental hazards and unauthorized intrusions.
- J. **“Protected Health Information” or “PHI”** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR §160.103, as applied to the information created or received by Business Associate from or on behalf of the UCCS Health Circle Clinics.
- K. **“Required By Law”** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR §164.103.
- L. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- M. **“Security”** shall mean all of the Administrative, Physical, and Technical Safeguards in or for an information system.

- N. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- O. **“Technical Safeguards”** means the technology and the policy and procedures for its use that protect ePHI and control access to it.
- P. **“Unsecured PHI”** is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals via the methods or technologies established by the Department of Health and Human Services to secure PHI.
- Q. **“UCCS Health Circle Clinics”** includes the following health care clinics owned and operated by the University: Primary Care Clinic, Veteran’s Health and Trauma Clinic, Center for Active Living, Peak Nutrition Clinic, and UCCS Aging Center.

**2. Permitted Uses and Disclosures of PHI by Business Associate.**

Except as otherwise expressly limited in this BA Agreement, Business Associate may, in its capacity as a business associate to the Covered Entity:

- A. Use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity under the Services Agreement(s);
- B. Use PHI for the proper management and administration of Business Associate or to carry out the present and future legal responsibilities of Business Associate;
- C. Disclose PHI for the proper management and administration of Business Associate or to carry out the present and future legal responsibilities of Business Associate if the disclosure is Required By Law, or if 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 that the confidentiality of the information was breached;
- D. Provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B); and
- E. De-identify any and all PHI in accordance with 45 C.F.R. § 164.514(b). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose.

**3. Obligations of Business Associate.**

Business Associate includes its directors, officers, subcontractors, employees, affiliates, agents, and representatives.

- A. **Uses and Disclosures.** Business Associate agrees not to use or disclose PHI other than as permitted or required by the Services Agreement, this BA Agreement or as Required By Law.

- B. Appropriate Safeguards.** Business Associate agrees to use appropriate Administrative, Physical and Technical Safeguards to protect the confidentiality, integrity and availability of the Covered Entity's PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity and to prevent the use, disclosure or access of the PHI, other than as provided for by the Services Agreement or this BA Agreement. For ePHI, appropriate safeguards mean all the safeguards of the HIPAA Security Rule and shall include technologies and methodologies prescribed by the Secretary of the Department of Health and Human Services in regulations implementing the HITECH Act. Business Associate agrees to verify that it has implemented such safeguards and that it complies with all standards and implementation specifications set out in the privacy and security regulations.
- C. Reporting of Improper Uses or Disclosures, Security Incidents and Breaches.**
- 1) **Improper Use or Disclosure.** Business Associate agrees to report to the Privacy Officer of the Covered Entity any use or disclosure of PHI or ePHI not provided for by the Agreement and this BA Agreement within five (5) days of becoming aware of such use or disclosure. A written report will be provided to the CE's Privacy Officer no later than ten (10) days from the date Business Associate becomes aware of the improper use or disclosure.
  - 2) **Security Incident.** Business Associate agrees to report to the CE's Privacy Officer any successful security incident within ten (10) days of becoming aware of such incident, regardless of whether the incident constitutes a Breach as defined in 45 CFR §164.202. This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident or attempts or patterns of attempts that Business Associate reasonably determines to be suspicious.
  - 3) **Breaches.** In the event of a Breach of Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate agrees to report such Breach to Covered Entity immediately, but in no event more than ten (10) days after discovering the Breach. A Breach shall be treated as discovered at the point when any member of the Business Associate's workforce, contractors, agents or officials is aware, or would be aware by exercising reasonable diligence, of the Breach. A written report must be provided to the Privacy Officer no later than five (5) days from the date Business Associate becomes aware of the Breach. Notice of a Breach shall be in writing and shall include, at a minimum, to the extent known at the time of the notice: (a) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (b) a description of what happened, including the date of the Breach and the date of discovery of the Breach; (c) a description of the

- types of PHI that were involved in the Breach; (d) the identity of who made the non-permitted access, use or disclosure and who received the non-permitted access, use or disclosure, (e) a description of the Business Associate's investigation and response to the Breach, (f) actions taken to prevent any further non-permitted access, uses or disclosures, and (g) actions taken to mitigate any deleterious effect of the non-permitted access, use or disclosure. Business Associate shall provide additional information to the Covered Entity as reasonably requested.
- 4) **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of the requirements of the Services Agreement or this BA Agreement or from a Breach of Unsecured PHI.
- D. **Minimum Necessary.** Business Associate, its agents or subcontractors agree only to use and to disclose the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure in accordance with the Minimum Necessary requirements of the HIPAA Privacy Rule including, but not limited to 45 C.F.R. §§164.502(b) and 164.514(d).
- E. **Access to and Amendment of PHI.** Business Associate shall make PHI maintained by Business Associate in Designated Record Sets available to CE for inspection and copying within five (5) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524. Within five (5) business days of receipt of a request from CE for an amendment of PHI or a record about an Individual contained in a Designated Record Set, Business Associate shall make such PHI available to CE for amendment and/or incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by Individuals to amend their PHI under the HIPAA Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any Individual requests an amendment of PHI directly from Business Associate, Business Associate must notify CE in writing within five (5) days of receipt of the request and make such amendments to the extent required by the HIPAA Privacy Rule. Covered Entity shall be responsible for responding to such requests in accordance with the HIPAA Privacy Rule.
- F. **Accounting and Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR §164.528 and the HITECH Act, as applicable. At a minimum, such documentation shall include: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure. This documentation will be retained for a period of six (6) years following the disclosure unless it is transferred to the Covered Entity at the termination of the Agreement. Within ten (10) business days after a written request by Covered Entity, Business Associate agrees to provide such documentation to

Covered Entity to respond to request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. In the event that an Individual requests an accounting directly to Business Associate, Business Associate shall forward such request to Covered Entity in writing within five (5) days of receipt of such request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting to the Individual.

**G. Use or Disclosure Restrictions and Confidential Communications.**

Business Associate will not respond directly to an Individual's requests to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. Business Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

**H. Audits, Inspection, and Enforcement.** Upon receipt of a written request by CE, Business Associate and its agents or subcontractors shall allow CE and its authorized agents or contractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, procedures, and practices relating to the use or disclosure of PHI pursuant to this BA Agreement for the purpose of determining whether Business Associate has complied with this BA Agreement; provided, however, that: (i) Business Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE, and its authorized agents or contractors, shall protect the confidentiality of all confidential and proprietary information of Business Associate to which CE has access during the course of such inspection; and (iii) CE and its authorized agents or contractors shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. It is understood that the examination by CE and its authorized agents or contractors may include such examination as is necessary for Business Associate and such agents or contractors to certify to CE that extent to which Business Associate's Administrative, Physical and Technical Safeguards comply with HIPAA, the HIPAA regulations and this BA Agreement. The fact that CE inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies, procedures, and practices does not relieve Business Associate of its responsibility to comply with this BA Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory policies, procedures and practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement.

**I. Governmental Access to Records.** Business Associate agrees to make internal practices, books, and records, including policies and procedures, 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 time and manner reasonably designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HITECH Act.

- J. **Training.** Business Associate agrees to provide adequate training to its employees and subcontractors to ensure compliance with HIPAA and the HITECH Act.
- K. **Marketing.** Business Associate shall use and disclose PHI for marketing purposes only as approved by the Covered Entity, and in accordance with §13406(a) of the HITECH Act.
- L. **Sale of PHI.** Business Associate acknowledges that it has no ownership rights with respect to the PHI and is prohibited from selling PHI.
- M. **Business Associate's Agents.** If Business Associate uses one or more subcontractors or agents to provide services under the Agreement, and such subcontractors or agents receive or have access to PHI, each subcontractor or agent shall sign a Business Associate Agreement with Business Associate containing substantially the same provisions as this BA Agreement, agreeing to comply with the obligations of Business Associate described in this BA Agreement with respect to the PHI maintained by it. Business Associate shall, in its reasonable discretion, implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

#### **4. Compliance with HIPAA Privacy and Security Rules.**

Business Associate acknowledges that, to the extent that it performs functions, activities, or services for the Covered Entity that involve the use or disclosure of PHI, it has a statutory duty under the HITECH Act to, among other duties, use and disclose PHI only in compliance with 45 CFR §164.504(e) (the provisions of which have been incorporated into the Agreement), 45 CFR §164.308 (Security Standards), 45 CFR §164.310 (Administrative Safeguards), 45 CFR §164.312 (Technical Safeguards), and 45 CFR §164.316 (Policies and Procedures and Documentation Requirements), as amended from time to time.

#### **5. Obligations of Covered Entity.**

Covered Entity agrees that Covered Entity, its directors, officers, subcontractors, employees, affiliates, agents, and representatives shall:

- A. Be responsible for using appropriate Administrative, Physical, and Technical Safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Privacy Rule, until such PHI is received by Business Associate;
- B. Not require Business Associate to use or to disclose PHI in any manner that would violate applicable Federal and State laws if such use or disclosure were done by Covered Entity;
- C. Require Business Associate to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule; and

- D. Ensure that its notice of privacy practices permits Covered Entity to use and disclose PHI in the manner that Business Associate is authorized to use and disclose PHI under the BA Agreement and the Services Agreement;
- E. Obtain any consent, authorization or permission that may be required by the HIPAA Privacy Rule or any other applicable federal, state or local laws and/or regulations prior to furnishing Business Associate the Protected Health Information pertaining to an individual for the Business Associate's use and/or disclosure as authorized under the BA Agreement and the Services Agreement;
- F. Not furnish Business Associate Protected Health Information that is subject to any arrangement permitted or required of Covered Entity, including but not limited to, an arrangement agreed to by Covered Entity under 45 CFR §164.522 that restricts the use and/or disclosure of Protected Health Information by the Business Associate as otherwise authorized under this BA Agreement and the Service Agreement(s); and
- G. Provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI to the extent it may affect Business Associate's permitted or required uses or disclosures.

## 6. Term.

The term of this BA Agreement shall be concurrent with the term of the Services Agreement(s).

## 7. Termination.

- A. **Material Breach.** In addition to any other provisions in the Services Agreement regarding breach, a breach by either Party of any provision of this BA Agreement, as reasonably determined by the other Party, shall constitute a material breach of the Services Agreement and shall provide grounds for termination of the Services Agreement by the non-breaching Party pursuant to the provisions of the Services Agreement covering termination for default.
- B. **Reasonable Steps to Cure Breach.** If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of such Party's obligations under the provisions of this BA Agreement and does not terminate the Services Agreement pursuant to Section 7.A., then the non-breaching Party shall take reasonable steps to cure such breach or end such violation, as applicable. If the non-breaching Party's efforts to cure such breach or end such violation are unsuccessful, such Party shall either (i) terminate the Services Agreement, if feasible or (ii) if termination of the Services Agreement is not feasible, such Party may report the breach or violation to the Secretary.
- C. **Judicial or Administrative Proceedings.** Either Party may terminate the Agreement, effective immediately, if (i) the other Party is found guilty or pleads nolo contendere in a criminal proceeding for a violation of HIPAA, the HIPAA regulations or other security or privacy laws or (ii) a finding or

stipulation that the other Party has violated any standard or requirement of HIPAA, the HIPAA regulations or other security or privacy laws is made in any administrative or civil proceeding in which the Party has been joined.

**D. Effect of Termination.**

- 1) Except as provided in paragraph 2) of this subsection 7(D), upon termination of this BA Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such PHI. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to CE that such PHI has been destroyed.
- 2) If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. In such event, Business Associate shall continue to extend the protections of this BA Agreement to such PHI and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

**8. Injunctive Relief.**

Subject to Section 9, either party shall have the right to seek injunctive and other equitable and legal relief against the other party or any of its subcontractors or agents in the event of any use or disclosure of PHI in violation of the Services Agreement, this BA Agreement or applicable law.

**9. No Waiver of Immunity.**

No term or condition of this BA Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

**10. Limitation of Liability and Insurance.**

Notwithstanding any provision in the Services Agreement to the contrary, BA's indemnification obligations under Section 12 of this Agreement shall not be subject to any limitations on cumulative liability or based on classification of damages awarded in any matter for which CE is indemnified. In addition to any insurance requirements in the Agreement, Business Associate shall maintain appropriate insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

**11. Disclaimer.**

CE makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA regulations will be adequate or

satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

## **12. Indemnification.**

In the event of any unauthorized use or disclosure of PHI constituting a "Breach" as defined under 45 C.F.R. § 164.402 which is caused by the negligent act(s) or omission(s) of Business Associate, Business Associate agrees to indemnify CE, to the extent Business Associate is responsible, from and against (i) any administrative fines or penalties assessed against CE by the Secretary or other regulatory authority having jurisdiction; (ii) any award which may be made pursuant to a state attorney general action and levied against CE; and (iii) in the event that any such Breach requires the issuance of notice(s) to affected individuals pursuant to the relevant provisions of the HITECH Act, all direct reasonable costs associated with production and delivery of such required notice(s). The indemnification obligations under this section are subject to CE's (a) making written demand for Indemnification from Business Associate pursuant to the foregoing; (b) to the extent CE has notice of same, promptly notifying Business Associate of any investigation or the filing of any action by the Secretary, any state attorney general, or other regulatory authority having jurisdiction; (c) granting to Business Associate the right to determine the means and methods by which any required notices are delivered to affected individuals, and (d) granting to Business Associate sole right to control any associated defense or negotiation for settlement or compromise. Business Associate agrees to work cooperatively with CE to ensure that liability is properly determined and assigned by the Secretary or other regulatory authority having jurisdiction with regard to any such Breach.

## **13. Miscellaneous.**

- A. **Regulatory References.** A reference in this BA Agreement to a section in the HIPAA Privacy Rule, the HIPAA Security Rule, or the HITECH Act and any regulations thereunder means the section as in effect or as amended, and for which compliance is required.
- B. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BA Agreement may be required to provide for procedures to ensure compliance with such developments. Unless either Party should terminate this BA Agreement and the Services Agreement as described below, the Parties specifically agree to take such action, as is necessary to implement the standards and requirements of the HIPAA Privacy Rule, the HIPAA Security Rule, other standards and requirements of HIPAA, the HITECH Act and other applicable laws relating to the security or privacy of PHI. The Parties understand and agree that CE may be required to obtain satisfactory written assurance from Business Associate that Business

Associate will adequately safeguard all PHI. Upon the request of either Party, the other Party agrees to enter promptly into negotiations concerning the terms of an amendment to this BA Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Privacy Rule, the HIPAA Security Rule, other standards and requirements of HIPAA, the HITECH Act and other applicable laws relating to the security or privacy of PHI. Either Party may terminate this BA Agreement and the Services Agreement upon thirty (30) days written notice in the event (i) the other Party does not promptly enter into negotiations to amend this BA Agreement when requested pursuant to this Section or (ii) the other Party does not enter into an amendment to this BA Agreement providing assurances regarding the safeguarding of PHI that the requesting Party, in its reasonable discretion, deems sufficient to satisfy the HIPAA Privacy Rule, the HIPAA Security Rule, other standards and requirements of HIPAA, the HITECH Act and other applicable laws relating to the security or privacy of PHI. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Privacy Rule, the HIPAA Security Rule, other standards and requirements of HIPAA, the HITECH Act and other applicable laws relating to the security or privacy of PHI, except where Business Associate or its subcontractor, employee or agent is a named adverse party. Subject to Section 12 herein, If the claimed violation relates to or is in connection with Business Associate's use or disclosure of PHI or its performance of functions, activities, or services for or on behalf of the Covered Entity under the Services Agreement, such assistance in litigation or administrative proceedings shall be provided at no cost to the CE.
- D. **Interpretation.** The provisions of this BA Agreement, as amended, shall prevail over any provisions in the Services Agreement that may conflict or appear inconsistent with any provision in this BA Agreement. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy Rule, the HIPAA Security Rule, other standards and requirements of HIPAA, the HITECH Act and other applicable laws relating to the security or privacy of PHI. If the provisions differ but are permitted by HIPAA or the HITECH Act, the provisions of this BA Agreement shall control.
- E. **Survival.** The obligations of Business Associate under Sections 2, 3, 4, 7.D, and 12 of this BA Agreement shall survive the termination of the Agreement and this BA Agreement.
- F. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other

than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**14. Representatives and Notice.**

- A. **Representatives.** For the purposes of the Agreement, the individuals identified elsewhere in the Agreement shall be the representatives of the respective Parties. If no representatives are identified in the Agreement, the individuals listed below are hereby designated as the Parties' respective representatives for purposes of this BA Agreement. Either Party may from time to time designate in writing new or substitute representatives.
- B. **Notices.** All required notices shall be in writing and shall be deemed sufficient if delivered as provided in the Agreement to the representatives of the Parties at the addresses set forth below.

University/Covered Entity Representative:

Title: Director, Campus Compliance / HIPAA Privacy Officer

Address: 1420 Austin Bluffs Parkway  
Colorado Springs, CO 80918

With a copy to: Office of University Counsel  
1420 Austin Bluffs Parkway  
Colorado Springs, CO 809189

Company Representative:

Name:

Title:

Department: \_\_\_\_\_

Address:

***SIGNATURES REQUIRED ON THE FOLLOWING PAGE***

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this BA Agreement as of the dates set forth below.

**THE REGENTS OF THE  
UNIVERSITY OF COLORADO**

**BUSINESS ASSOCIATE**

**By:**\_\_\_\_\_

**By:**\_\_\_\_\_

**Print Name:**\_\_\_\_\_

**Print Name:**\_\_\_\_\_

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

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

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

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

**Attest (Seal)**

**By:**\_\_\_\_\_  
**Corporate Secretary or Equivalent**