

Oklahoma State University Center for Health Sciences
Business Associate Agreement
Pursuant to the
Health Insurance Portability and Accountability Act of 1996 (HIPAA)

This Business Associate Agreement (“Agreement”) is effective this 24 day of April 2023, as to the Agreement between the parties, Oklahoma State University Center for Health Sciences and its designated healthcare components (hereinafter “UNIVERSITY”) and | | (hereinafter “ CONTRACTOR”).

1. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) CONTRACTOR. “Contractor” shall have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean | | (“CONTRACTOR”).
- (b) UNIVERSITY. “University” shall have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean Oklahoma State University Center for Health Sciences (“UNIVERSITY”).
- (c) HIPAA Rules. “HIPAA Rules” shall mean the Health Information Portability and Accountability Act’s Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”).

2. Obligations and Activities of Business Associate/CONTRACTOR

CONTRACTOR agrees to:

- (a) Not use or disclose protected health information, which includes: written, oral, and electronic Protected Health Information (“PHI”), other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Immediately report to UNIVERSITY any potential use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including potential breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. A potential breach or impermissible disclosure shall be treated as discovered by CONTRACTOR as of the first day on which such potential breach or impermissible disclosure is known to the CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR;
 - i. CONTRACTOR and its subcontractors will follow all applicable laws and regulations regarding breach notification as defined by the HIPAA Rules. CONTRACTOR will notify UNIVERSITY immediately, and in no event more than 7 days, if a potential breach or impermissible disclosure incident has occurred by the CONTRACTOR or a Subcontractor of such agent. The notification must include:
 - i. The identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been breached or disclosed;
 - ii. A brief description or what happened, including the date of the breach or impermissible disclosure and the date of the discovery of the breach or impermissible disclosure, if known;
 - iii. A description of the types of unsecured protected health information that were involved in the breach or impermissible disclosure, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

- iv. To whom the breach or impermissible disclosure was made (i.e. who received the protected health information);
 - v. Whether the protected health information was actually acquired or viewed by an unauthorized third party;
 - vi. Any steps individuals should take to protect themselves from potential harm resulting from the breach or impermissible disclosure; and
 - vii. A brief description of what CONTRACTOR is doing to investigate the breach or impermissible disclosure, to mitigate harm to individuals, and to protect against any further breaches or impermissible disclosures.
- ii. Any impermissible acquisition, access, use or disclosure is presumed to be a breach, unless CONTRACTOR determines that there is a low probability that the protected health information has been compromised based on a risk assessment conducted in conformance with the HIPAA Rules. In the event CONTRACTOR conducts its own risk assessment as required by this section, CONTRACTOR shall submit such risk assessment to UNIVERSITY immediately upon its completion and in no case more than 20 days after the potential breach or impermissible disclosure. CONTRACTOR shall cooperate fully and openly communicate with UNIVERSITY during the risk assessment process to determine whether a breach has occurred.
- (d) In accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the CONTRACTOR agree to the same restrictions, conditions, and requirements that apply to the CONTRACTOR with respect to such information;
 - (e) Make available protected health information in a designated record set to the UNIVERSITY as necessary to satisfy UNIVERSITY'S obligations under 45 CFR § 164.524 promptly;
 - (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the UNIVERSITY pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy UNIVERSITY'S obligations under 45 CFR § 164.526. The CONTRACTOR will respond within 10 calendar days so as UNIVERSITY may comply with the time requirement set forth in said section.
 - (g) Maintain and make available the information required to provide an accounting of disclosures to the UNIVERSITY as necessary to satisfy UNIVERSITY'S obligations under 45 CFR § 164.528. The CONTRACTOR will forward such information it may have in an electronic format to the UNIVERSITY within 10 calendar days upon receipt of request by UNIVERSITY, so the UNIVERSITY may comply with the time requirements set forth in said section and any other applicable law. The information provided must be in a plain and easy to read format for the individuals who requested such an accounting.
 - (h) To the extent the CONTRACTOR is to carry out one or more of UNIVERSITY'S obligation(s) under the HIPAA Security Rule, comply with the requirements of Subpart E that apply to the UNIVERSITY in the performance of such obligation(s); and
 - (i) Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
 - (j) Report to University any material changes in CONTRACTOR'S relevant security practices.

3. Permitted Uses and Disclosures by CONTRACTOR

- (a) CONTRACTOR may use or disclose protected health information as set forth in UNIVERSITY'S Notice of Privacy Practices (which may be found on UNIVERSITY'S public website <http://centernet.okstate.edu/hipaa/forms.php> and upon request) and as set forth in this document.
 - i. CONTRACTOR may provide data aggregation services relating to the health care operations of the UNIVERSITY.
 - ii. CONTRACTOR may not use or further disclose the information other than as permitted by the Agreement or by law.
- (b) CONTRACTOR may use or disclose protected health information as required by law.
- (c) CONTRACTOR agrees to make uses and disclosures and requests for protected health information consistent with UNIVERSITY'S and the HIPAA Rule's minimum necessary policies and procedures.
- (d) CONTRACTOR may not use or disclose protected health information in a manner that would violate the HIPAA Security Rule if done by UNIVERSITY.

- (e) CONTRACTOR may use and/or disclose protected health information for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR, provided the disclosures are required by law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be 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 CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached. CONTRACTOR agrees to ensure that any agent, including a subcontractor, or other representative authorized to receive, use or have access to information obtained or created under the Agreement signs a written agreement to adhere to the same restrictions, conditions and requirements regarding the use and/or disclosure of the information and safeguarding of information that apply to CONTRACTOR under this Agreement.
- (f) CONTRACTOR may provide data aggregation services relating to the health care operations of the covered entity.

4. Provisions for UNIVERSITY to inform CONTRACTOR of Privacy Practices and Restrictions

- (a) UNIVERSITY shall notify CONTRACTOR of any limitation(s) in the notice of privacy practices of UNIVERSITY under 45 CFR § 164.520, to the extent that such a limitation may affect CONTRACTOR'S use or disclosure of protected health information.
- (b) UNIVERSITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of protected health information.
- (c) UNIVERSITY shall notify CONTRACTOR of any restriction on the use or disclosure of protected health information that UNIVERSITY has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of protected health information.

5. Term and Termination

- (a) Term: The Term of this Agreement shall be effective as of the date listed on Page 1 and shall remain in effect for the duration of all services provided by CONTRACTOR and for so long as CONTRACTOR shall remain in possession of any protected health information received from, or created, maintained, or received by CONTRACTOR on behalf of UNIVERSITY.
- (b) Termination: CONTRACTOR authorizes termination of this Agreement for cause by UNIVERSITY, to be effective immediately upon notice to CONTRACTOR by UNIVERSITY, if UNIVERSITY determines CONTRACTOR has violated a material term of the Agreement and/or violated any applicable state or federal laws, rules or regulations. UNIVERSITY may terminate this Agreement without cause, for any reason, by providing 30 days written notice to CONTRACTOR of UNIVERSITY'S desire to cease receiving services from CONTRACTOR.
- (c) Obligations of CONTRACTOR Upon Termination: Upon termination of this Agreement for any reason, CONTRACTOR shall return to UNIVERSITY all protected health information received from UNIVERSITY, or created, maintained, or received by CONTRACTOR on behalf of UNIVERSITY that the CONTRACTOR still maintains in any form. CONTRACTOR will also recover any protected health information received from, or created, maintained, or received by CONTRACTOR on behalf of UNIVERSITY that is in the possession of CONTRACTOR'S subcontractors, agents or representatives and return such protected health information to UNIVERSITY. CONTRACTOR shall retain no copies of the protected health information. If CONTRACTOR believes that it is not feasible to return the protected health information to UNIVERSITY, CONTRACTOR may also properly dispose of PHI by providing written request to properly destroy protected health information and only if agreed to by UNIVERSITY, who shall make such decision in its sole discretion.
- (d) Survival: The obligations of CONTRACTOR under this Section, and its obligations to safeguard any protected health information in its custody or control before returning the information to UNIVERSITY shall survive the termination of this Agreement and shall remain in force until all protected health information is returned to UNIVERSITY.

6. Notice

Any notice to be given under this Agreement to a Party shall be valid only if made via U.S. Mail, commercial courier or hand delivery to such Party at its address given below, and/or via facsimile to the facsimile number listed below, or to such other address or facsimile number as shall hereafter be specified by notice from the Party. Any such notice shall be deemed given when so delivered to or received at the proper address.

If to Covered Entity:

If to Business Associate:

OSU CHS Compliance Office
 2345 Southwest Blvd., Suite 250
 Tulsa, OK 74107
 Fax: 918-561-1261

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7. Applicability.

This Agreement is only applicable to the extent Aegis Sciences Corporation is acting as or receiving PHI as a “Business Associate” (in accordance with and as defined by the HIPAA Rules, including, without limitation, 45 C.F.R. §§ 160.101 et seq. and 164.501 et seq.) of University. This Agreement will not apply in any circumstances when Aegis Sciences Corporation receives PHI from University for treatment or payment purposes in accordance with 45 C.F.R. § 164.502(e)(1).

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules. The parties hereto agree to amend this Agreement from time to time as necessary for UNIVERSITY to comply with the requirements of the HIPAA Rules.

The **CONTRACTOR** recognizes that any breach of confidentiality or misuse of information may result in the termination of this Agreement and/or legal action. Unauthorized disclosures may cause irreparable injury to the patient or to the owner of such information and, accordingly, the patient or the owner of such information may pursue legal remedies against the **CONTRACTOR**.

Except as otherwise limited in this Agreement, the **CONTRACTOR** may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the **UNIVERSITY** as specified in this Agreement, provided that such use or disclosure would not violate HIPAA if done by the **UNIVERSITY**. When and to the extent required to do so, the **UNIVERSITY** will post its Notice of Privacy Practices and make copies available upon request by **CONTRACTOR**.

By signing below as a duly authorized signatory for _____, **CONTRACTOR** agrees to the provisions of this Business Associate Agreement.

 Signature

 Date Signed

Name

Title

 Signature

 Date Signed

Barrett Hunter
Privacy Officer, OSU Center for Health Sciences