

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN**

**("BUSINESS ASSOCIATE")
AND The Connecticut State Teachers Retirement Board (TRB)
("COVERED ENTITY")**

WHEREAS, Covered Entity maintains a benefit plan which is subject to regulation under the Health Insurance Portability and Accountability Act ("HIPAA") and the Privacy Rule promulgated thereunder; and

WHEREAS, Covered Entity and Business Associate wish to comply with HIPAA's Privacy Rule and therefore execute this Business Associate Agreement, and

WHEREAS, the Covered Entity has independently contracted with Business Associate concerning the Covered Entity's health benefit plan and Business Associate reviewing, evaluating, and making recommendations as to whether certain health care expenditures should be authorized by Covered Entity and its benefit plan;

NOW, THEREFORE, on this 5th day of October 2006, for good and valuable consideration, the receipt of which is hereby acknowledged, the TRB ("Covered Entity") and Business Associate agree as follows:

1. Definitions

(a) *Individual*. "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).

(b) *Privacy Rule*. "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.

(c) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information received by Business Associate from Covered Entity and/or by Business Associate when acting on behalf of Covered Entity and/or its benefit plan.

(d) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(e) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(f) *Permitted By Law*. "Permitted By Law" shall mean that applicable law, including the Privacy Rule, does not prohibit the use and/or disclosure of the Protected Health Information in the manner and/or for the respective purpose.

(g) Any other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or Permitted by Law.

— (b) Business Associate agrees that it shall utilize appropriate physical, administrative and technical safeguards to ensure that the Protected Health Information is not used or disclosed in any manner

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inconsistent with this Agreement. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to prohibit any employee of Business Associate who does not have a reasonable need for the Protected Health Information in order to accomplish an authorized use or disclosure from accessing such information and to inform all employees of Business Associate whose services may be used to fulfill obligations under this Agreement of the terms of this Agreement; and (2) disclosing to any agent, subcontractor or other third party and requesting from Covered Entity only the minimum Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request. Business Associate shall provide Covered Entity with such information concerning the safeguards as Covered Entity may from time to time request.

(c) Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of this Agreement.

(d) Business Associate agrees to report to Covered Entity in writing any use or disclosure by Business Associate of the Protected Health Information not permitted by this Agreement within fourteen (14) business days after Business Associate's first awareness thereof, including but not limited to any discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate.

(e) Business Associate agrees to require that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity have previously agreed in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designed by Covered Entity, to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information 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 the time and manner reasonably designated by Covered Entity.

(h) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of the Protected Health Information available to the Secretary of Health and Human Services ("Secretary") or the Secretary's designee for the purposes of determining Covered Entity's compliance with the HIPAA Privacy Regulations. Business Associate shall immediately notify Covered Entity of its receipt of any such request for access and shall provide Covered Entity, at Covered Entity's request, with a copy of any such materials so accessed to the extent Permitted By Law.

(i) Business Associate agrees to document all disclosures of Protected Health Information to the extent necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Business Associate agrees to provide information and documentation concerning Business Associate's compliance with this Agreement to the extent reasonably requested by Covered Entity to respond to third parties' inquiries of and/or claims against Covered Entity relating to use and/or disclosure

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of Protected Health Information. Business Associate shall upon Covered Entity's request certify to Covered Entity that it complies with the terms of this Agreement.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may obtain, use and/or disclose Protected Health Information incident to its provision of brokerage or consulting services for Covered Entity and any health benefit plan sponsored by Covered Entity, so long as such access, use or disclosure is either Required By Law or Permitted By Law if done by the Covered Entity and provided further that Business Associate has met all legal requirements for such access, use or disclosure. This specifically includes but is not limited to the following:

(a) Claim administration for the Covered Entity.

(b) Disclosure to other entities for their treatment, payment or permitted health care operations to the extent the Covered Entity is Permitted By Law to do so.

(c) Management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that such use is Permitted By Law and provided that Business Associate obtains reasonable assurances in advance and in writing 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 within fourteen days of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) To provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(1)(B).

(e) De-identification of the Protected Health Information to the extent Permitted By Law, provided that Business Associate satisfies the applicable provisions for de-identification under the HIPAA Privacy Regulations and provides Covered Entity with written documentation as required by said provisions and as may be specified by Covered Entity as well as a certification of compliance with the HIPAA Privacy Regulations. Any such de-identified information shall not constitute Protected Health Information and shall not be subject to the terms and conditions of this Agreement regarding Protected Health Information.

4. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with any changes in, or revocation of, necessary permission by Individuals to use or disclose Protected Health Information, if such changes affect Business Associate's permitted uses and disclosures.

(b) Covered Entity shall notify Business Associate in writing of any restriction upon the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.

(c) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be Permitted By Law or Required By Law if done by Covered Entity.

5. Terms and Termination

(a) *Term.* This Agreement shall be effective as of October 5, 2006, and shall terminate when all of the Protected Health Information 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

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infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation of this Agreement. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement. Such termination shall not abrogate any rights that Covered Entity has against Business Associate for violation of this Agreement.

(c) *Effect of Termination.*

(i) Except as provided in Paragraphs (ii) or (iii) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible and Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(iii) With respect to Protected Health Information whose disclosure by Covered Entity to other payers is Permitted By Law for treatment, payment or health care operations, Business Associate shall extend the protections of this Agreement to such Protected Health Information following the termination date of this Agreement and limit further uses and disclosures of such Protected Health Information to such treatment, payment or health care operations, for so long as Business Associate maintains such Protected Health Information.

6. Miscellaneous

(a) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.*

(i) No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party to be charged.

(ii) Covered Entity and Business Associate agree to promptly amend this Agreement from time to time, to the extent necessary to permit either party to comply with the Privacy Rule or other applicable law.

(c) *Survival.* The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2, 3(b) and 5(c) shall survive the termination of this Agreement indefinitely.

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(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the Privacy Rule.

(e) *Notices.*

(i) All reports or notices to Covered Entity pursuant to this Agreement shall be sent by First Class Mail to:

HIPAA Privacy Officer
CSTRB
21 Grand Street
Hartford, CT 06106

(ii) All reports or notices to Business Associate pursuant to this Agreement shall be sent by First Class Mail to:

(iii) Either party to this Agreement may amend the names of the party's designated recipient and related information at any time by giving notice of such amendment in accordance with Section 6(e)(i) and (ii).

7. No Third Party Beneficiaries

Nothing expressed 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.

8. Entire Agreement

This Agreement constitutes the complete agreement of the parties relating to the matters specified in this Agreement and, except as otherwise provided herein, supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

9. Specific Performance

The parties hereby agree and affirm that the subject matter of this Agreement is unique, and that it may be impossible to measure the damages that would result to Covered Entity from violations by Business Associate of the agreements set forth herein. Accordingly, in addition to any other remedies which Covered Entity may have at law or in equity, the parties hereby agree that either party shall have the right to have all obligations and other provisions of this Agreement specifically performed by the other party, as applicable, and that either party shall have the right to seek preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach of this Agreement without, in any case, proof of actual damages.

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IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the ____ day of _____, 2006.

IN PRESENCE OF:

Business Associate

Witness

By: _____
Name: _____
Title: _____
Date: _____

Witness

Teacher Retirement Board
By: _____
Name: _____
Title: _____
Date: _____