# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into as of _____, 20__, between Texas Tech University Health Sciences Center at El Paso ("University" or "Covered Entity") and _____ ("Business Associate"). Both University and Business Associate are also referred to herein as "Party" or, collectively, "Parties."

## Background

- Business Associate will provide services, and Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information/Electronic Protected Health Information or PHI (hereinafter defined), the Use and Disclosure (hereinafter defined) of which is subject to the federal Standards for Privacy of Individually Identifiable Health Information, located at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the terms and conditions set forth in this Agreement.

- Covered Entity and Business Associate agree to comply with the rights and obligations of a Covered Entity and a Business Associate, respectively, as set forth in the HIPAA and other federal rules and regulations (including, without limitation, (i) the Privacy Rule; (ii) the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR 164.302 et. Seq. ("Security Rule"); (iii) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"); and (iv) federal regulations promulgated by the Federal Trade Commission (FTC), including but not limited to 16 CFR 681.2 ("Red Flag Rule") with respect to the privacy and confidentiality of Protected Health Information contained in an Individual's medical records.

- This Agreement is executed in conjunction with a service and/or purchase agreement between the Parties.

## Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate agree as follows.

## Article 1
## Definitions

1.1 The following terms used in this Agreement shall have the same meaning as those terms found in the HIPAA Privacy Rule, HIPAA Security Rule and the HITECH Act: Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information (hereinafter "EPHI"), Breach, Disclosure, Individual, Limited Data Set, Physical Safeguards, Administrative Safeguards, Privacy Officer, Privacy Rule, Protected Health Information (hereinafter "PHI"), Required by Law, Secretary, Security Incident, Security Officer, Security Rule, Subcontractor, Technical Safeguards, Unsecured Protected Health Information, Use.

1.2 All references to PHI in this Agreement shall be construed to include EPHI.

1.3 The term "HHS" means The U.S. Department of Health and Human Services.

1.4 The term "Breach of System Security" means the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of PHI maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data. Good faith acquisition of PHI by an employee or agent of the Business Associate for the purposes of the Business Associate is not a breach of system security unless the employee or agent of the Business Associate uses or discloses the sensitive personal information in an unauthorized manner. Tex. Bus. & Com. Code § 521.053(a).

1.5 The term "Public Domain Email Address" means any email address provided by a public domain email provider and/or internet service provider including, but not limited to, iCloud Mail, Zoho, AOL, Outlook Live, Gmail, Hotmail, Yahoo, AT&T, without a current and existing Business Associate Agreement that meets the requirements at 45 C.F.R. § 164.314(a).

## Article 2
## Permitted Uses and Disclosures of PHI by Business Associate

2.1 **Purpose Statement.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, University for the following purpose(s), and to the extent that such use or disclosure of PHI would not violate this Agreement or applicable federal or state laws and regulations if done by University. The BAA is associated with the following service agreement/contract or purchase order (PO):

HSC Contract/PO Number(s): _____

HSC Departments(s): _____

HSC Campus(es): _____

HSC Contact Info (Name/Tel #): _____

Description of Service: _____

_____

2.2 **Specific Use and Disclosure Provisions.** Establish the permitted and required uses and disclosures of PHI by the Business Associate. The Business Associate Agreement may not authorize the Business Associate to use or further disclose the information in a manner that would violate the requirements of the Privacy Rule (45 CFR Part 160 and Part 164, Subparts A and E), if done by the Covered Entity, except that:

2.2.1 The BAA may permit the Business Associate to use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

2.2.2 The BAA may permit the Business Associate to disclose PHI to third parties for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate if: (i) the disclosure is required by law; or (ii) the Business Associate obtains reasonable assurance from the third party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

*(45 CFR § 164.504(e)(2)(i)(A)-(B)* and *45 CFR § 164.504(e)(4)(i)-(ii))*

Business Associate may use or disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

## Article 3
## Obligations and Activities of Business Associate

3.1 Pursuant to the HITECH Act and implementing regulations, HIPAA Privacy Rule and Security Rule provisions and penalties shall be applicable to Business Associate to the same extent as University. (*45 CFR § 164.504(e)(2)(ii)(H)*).

3.2 Privacy Obligations and Activities of Business Associate:

3.2.1 Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. (*45 CFR § 164.504(e)(2)(ii)(A)* and *45 CFR § 164.103*).

3.2.2 Business Associate agrees to use appropriate safeguards and comply, where applicable, with 45 CFR Part 160 and 164, Parts A and C with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by its contract. (*45 CFR § 164.504(e)(2)(ii)(B)*).

3.2.3 Business Associate agrees to report to University any use or disclosure of the information not provided for by the Business Associate Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR § 164.410. (*45 CFR § 164.504(e)(2)(ii)(C)*).

3.2.4 Business Associate agrees, in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such information and agrees to comply with the applicable requirements of the Security Rule. (*45 CFR §164.504(e)(2)(ii)(D)* and *45 CFR § 164.314(a)(2)(i)(B)*).

3.2.5 Business Associate agrees to provide access to PHI in a Designated Record Set, at University's request and in the time and manner designated by University. Such access will be provided to University, or as directed by University, to an individual in order to meet the requirements under 45 CFR § 164.524 (access of individuals to PHI). (*45 CFR § 164.504(e)(2)(ii)(E)*).

3.2.6 Business Associate agrees to make available the protected health information for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 (*45 CFR § 164.504(e)(2)(ii)(F)*).

3.2.7 Business Associate agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH ACT. (*45 CFR §164.504(e)(2)(ii)(G)*).

3.2.8 Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Business Associate on behalf of University available to the Secretary of the HHS for purposes of determining University's compliance with the Privacy Rule. (*45 CFR §164.504(e)(2)(ii)(I)*).

3.2.9 Business Associate agrees to apply the minimum necessary standard and implement policies with respect to the use of limited data sets. (*45 CFR 160* and *45 CFR 164*).

3.2.10 Business Associate agrees to report to University any security incident of which it becomes aware, including any breach of unsecured protected health information as required by 45 CFR § 164.410 (*45 CFR § 164.314(a)(2)(i)(C)*).

3.2.11 Business Associate agrees to notify University's Privacy Officer and Security Officer, in writing, after Business Associate's discovery of any and all use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware within five (5) business days of the Business Associate's discovery of such unauthorized use and/or disclosure, including security incident(s), unintentional use or disclosure of EPHI, breach of data, or breach of system security.

3.2.11.1 Identification of the individual(s) whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during a breach;

3.2.11.2 Circumstances of the breach;

3.2.11.3 Persons who breached the PHI;

3.2.11.4 Date of the breach;

3.2.11.5 Date of the discovery;

3.2.11.6 Type of PHI involved (such as full name, Social Security number, date of birth, home address, account number, or medical record number);

3.2.11.7 Corrective action taken; and

3.2.11.8 Other additional information University requests.

(*45 CFR §§ 164.400-414*)

3.2.12 Business Associate will provide the notifications to University of any Breach as required by law and cooperate with University in any such notification with respect to required information for the notice to individuals. (*45 CFR §§ 164.400-414*).

3.3 Security Obligations and Activities of Business Associate

3.3.1 Business Associate may receive from University, or create or receive or maintain on behalf of University, health information that is protected under applicable state and/or federal law, including without limitation, PHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the HIPAA Security Standards, the HITECH Act, or Texas law, including without limitation the provisions of Texas Health and Safety Code Chapters 181 and 182 as amended by HB 300 (82nd Legislature), effective September 1, 2012, in each case including any implementing regulations as applicable if the PHI were used or disclosed by University in the same manner.

3.3.2 Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

3.3.3 To the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable, and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI.

3.3.4 Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402.

3.3.5 Under no circumstances may Business Associate sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, as amended by HB 300 (82nd Legislature), effective September 1, 2012, nor shall Business Associate use PHI for marketing purposes in such as manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the University. To the extent not otherwise prohibited in the Business Arrangements or by applicable law, use, creation, and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.

3.3.6 In addition to the foregoing and notwithstanding anything to the contrary herein, Business Associate will also comply with applicable state law, including without limitation, Section 521 Texas Business and Commerce Code, as amended by HB 300 (82nd Legislature), or such other laws or regulations as may later be amended or adopted. In the event of any conflict between the HIPAA Security Rule, the HITECH ACT, Texas laws, and any other later amended or adopted laws or regulations, the most stringent requirements shall govern.

3.3.7 Business Associate agrees to mitigate, to the extent commercially practical, harmful effects that are known to Business Associate and is the result of a use or disclosure of PHI by Business Associate in violation of this Agreement.

3.3.8 Business Associate agree to make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Business Associate on behalf of University, available to University for purposes of vendor risk assessment and to the Secretary of the HHS for purposes of determining Business Associate's and University's compliance with the Security Rule.

3.3.9 Business Associate agrees that it will provide training to all persons who act on its behalf, including employees, agents, and others in its workforce who have access to PHI, on policies and procedures with respect to the uses and disclosures of PHI so as to carry out their function within the Business Associate.

3.3.10 Business Associate agrees that it will not access, store, share, transmit, receive, or disclose University's PHI through any form of public domain email address.

3.3.11 Nothing in this BAA shall permit the Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and Subcontractors, beyond the boundaries and jurisdiction of the United States without express written authorization from University.

3.3.12 Business Associate must comply with the Texas Department of Information Resources TX-Ramp certification program in accordance with Texas Government Code § 2054.003(13).

3.3.13 When applicable, Business Associate must comply with Texas Senate Bill 3834. Vendor will supply proof of training to the Information Security Officer yearly in accordance with the regulatory requirements. University will

supply appropriate training under this requirement to employees of Business Associate who must complete the training.

3.3.14 Any software provided by the Business Associate must comply with EIR accessibility compliance standards in accordance with Texas Administrative Code Chapter 213.

3.4 Other Obligations and Activities of Business Associate

3.4.1 To the extent Business Associate is a Creditor as defined in the FTC Red Flag Rules, as may be amended (16 CFR Part 681) with respect to its use and disclosure of PHI under this Agreement, Business Associate agrees that it will comply with the FTC Red Flag Rules, including, but not limited to a written program to prevent, detect, and mitigate identity theft.

## Article 4
## Electronic Transactions and Code Set Standards for Business Associate

4.1 If Business Associate conducts any Standard Transaction for, or on behalf of, the Covered Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of 45 CFR Part 162.923(c).

4.2 In accordance with 45 CFR Part 162.915, Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transaction for, or on behalf of, University that:

4.2.1 Change the definition, data condition or use of a data element or segment in a standard;

4.2.2 Add any data elements or segments to the maximum defined data set;

4.2.3 Use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s); or

4.2.4 Change the meaning or intent of the standard's implementation specification(s).

## Article 5
## Notice of Privacy Practices

5.1 University agrees to make available its current HIPAA Notice of Privacy Practices at https://ttuhscep.edu/hipaa/forms.aspx Business Associate is responsible to review and comply with the uses and disclosures as set forth by 45 CFR 164.520.

5.2 University shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI given to University, if such changes or revocation affect Business Associate's permitted or required uses and disclosures PHI.

## Article 6
## Permissible Requests by University

6.1 University shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule, the HITECH Act, or applicable state law if done by University. (*45 CFR 164.504(e)(2)(i)*).

6.2 University may request Business Associate to provide data aggregation services relating to the health care operations of University. (*45 CFR 164.504(e)(2)(i)(B)*).

6.3 University may use protected health information to create information that is not individually identifiable health information or disclose protected health information to Business Associate for such purpose of this Agreement, whether or not the de-identified information is to be used by University. (*45 CFR § 164.502(d)(1)*).

6.4 University may use protected health information to create a limited data set that meets the requirements of 45 CFR § 514(e)(2) or disclose protected health information to Business Associate for such purpose of this Agreement, whether or not the limited data set is to be used by University. (*45 CFR § 164.514(e)(3)(ii)*).

## Article 7
## Term and Termination

7.1 **Term.** The Term of this Agreement shall be effective as of the date set forth on page one of this Agreement and continue until August 31 of that fiscal year.

7.1.1 Unless terminated, this Agreement shall be automatically renewed for one year periods starting September 1 of each year, so as not to terminate until all of the PHI provided by University to Business Associate, or created or received by Business Associate on behalf of University, is destroyed or returned to University, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

7.2 **Termination for Cause**.

7.2.1 Upon University's knowledge of a breach by Business Associate ("Breaching Party"), in coordination with the Business Associate, University may investigate the breach and provide an opportunity for the Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by University, University may terminate this Agreement and any agreement identified in Section 2.1, upon written notice.

7.2.2 Either Party may immediately terminate this Agreement upon written notice, if the other Party has breached a material term of this Agreement and cure of the breach is not possible. (*45 CFR § 164.504(e)(2)(iii)*).

7.2.3 If neither termination nor cure is feasible, the non-breaching Party shall report the violation to the Secretary of the HHS.

7.3 **Effect of Termination.** Upon termination of this Agreement, Business Associate agrees:

7.3.1 To return to University or to destroy all PHI received from University, or created or received by Business Associate on behalf of University that the Business Associate or its subcontractors still maintains in any form and retain no copies of such information. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and PHI shall be purged or destroyed concurrent with NIST Guidelines for Media Sanitization (NIST SP 800-88); or

7.3.2 In the case where return or destruction of PHI is not feasible to return or destroy, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. (*45 CFR §§ 164.504(e)(2)(ii)(J)* and *164.504(e)(5)*).

In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to University notification of the conditions that make return or destruction infeasible.

## Article 8
## Disclaimer

8.1 UNIVERSITY MAKES NO WARRANTY OR REPRESENTATION THAT COMPLIANCE BY BUSINESS ASSOCIATE WITH THIS AGREEMENT OR THE HIPAA OR HITECH REGULATIONS WILL BE ADEQUATE OR SATISFACTORY FOR BUSINESS ASSOCIATE'S OWN PURPOSES OR THAT ANY INFORMATION IN THE POSSESSION OF BUSINESS ASSOCIATE OR SUBJECT TO ITS CONTROL, OR TRANSMITTED OR RECEIVED BY THE BUSINESS ASSOCIATE, IS OR WILL BE SECURE FROM UNAUTHORIZED USE OR DISCLOSURE. BUSINESS ASSOCIATE IS SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BY BUSINESS ASSOCIATE REGARDING THE SAFEGUARDING OF PHI OR EPHI.

## Article 9
## Indemnification/Insurance

9.1 Business Associate will indemnify and hold harmless University and University's employees, subcontractors, agents, or other members of University's workforce against all actual and direct losses, liabilities, costs, and damages suffered by the University

and all liability to third parties arising from or in connection with any security incidents or breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Rule, the Security Rule, or the HITECH Act by Business Associate or its employees, subcontractors, agents, or other members of Business Associate's workforce.

9.2 Business Associate agrees that it maintains cyber liability insurance coverage of not less than ten million dollars for each wrongful act to support the Business Associate's indemnification obligations and duties assumed under this Agreement. This policy must cover:

1) Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of University data, whether by Business Associate or any of subcontractor or cloud service provider used by Business Associate Contractor;

2) Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;

3) Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Liability for technological products and services;

4) PCI fines, fees, penalties and assessments;

5) Cyber extortion payment and response costs;

6) First and Third Party Business Interruption Loss resulting from a network security failure; Liability for technological products and services;

7) Costs of restoring, updating or replacing data; and

8) Liability losses connected to network security, privacy, and media liability.

9.3 If this policy is written on a claims-made basis, (a) the "retroactive date" must be prior to the commencement of Work under this Agreement; and (b) if this policy is cancelled, terminated or non-renewed at any time during the Term, Business Associate will purchase an "extended reporting period" for at least a period of two (2) years beyond the termination or expiration of the Term.

## Article 10
## General Provisions

10.1 **Regulatory References**. A reference in this Agreement to HIPAA, HITECH, or a cite or section in the Privacy Rule or Security Rule means the section as is in effect or as may be amended.

10.2 **Amendment**. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for University to comply with the requirements of applicable federal and state laws and regulations (including, but not limited to, the Privacy Rule, Security Rule, HIPAA, and HITECH, and as these may be amended). Any amendment to this Agreement shall be in writing and attached hereto.

10.3 **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits University to comply with the federal and state laws referenced in Article 10.2 above.

10.4 **Survival**. The obligations of Business Associate under this Agreement shall survive the expiration, termination, or cancellation of this Agreement.

10.5 **Assignment**. Business Associate shall not have the right to assign or transfer its rights and obligations under this Agreement to any third party without prior written consent of University.

10.6 **Force Majeure.** "Event of Force Majeure" means an event beyond the control of Business Associate or University which prevents or makes a party's compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

10.7 **Severability**. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement, provided that any invalid provision is not material to the overall purpose and operation of this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

10.8 **Binding Effect**. This Agreement shall be binding upon, and shall extend to the benefit of, the Parties hereto and their respective permitted successors and assigns.

10.9 **Execution**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one Agreement.

10.10 **Independent Contractor**. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between University and Business Associate. The sole interest and responsibility of the Parties is to perform services and obligations under this Agreement as independent contractors in a competent, efficient, and satisfactory manner.

10.11 **Venue; Governing Law.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas. Pursuant to Section 109.005 of the Texas Education Code, the County in which University's Chief Executive Officer is located shall be the sole proper place of venue for any legal action or proceeding arising out of this Contract or the enforcement of any provision in this Agreement.

10.12 **Limitations**. THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS, INCLUDING TERMS AND CONDITIONS (IF ANY) RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF UNIVERSITY'S LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; ANY PROVISION THAT CREATES AN UNKNOWN OR UNFUNDED LIABILITY; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

10.13 **Notices**. Any notice or notification required to be provided under this Agreement by either Party shall be made to the following individuals. The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.

**TTUHSC El Paso (Covered Entity)**

| | |
|---|---|
| Institutional Privacy Officer | Information Security Officer |
| Office of Institutional Compliance | Office of Information Security Officer |
| 130 Rick Francis St- Mail Stop Code:51013 | 130 Rick Francis St- Mail Stop Code:51018 |
| El Paso, TX 79905 | El Paso TX 79905 |
| (915) 215-4454 | (915) 215-5142 |

**Business Associate:**

Name of Business: _____

Attention: _____

Title: _____

Address: _____

Phone: _____

Email: _____

| | |
|---|---|
| **Texas Tech University Health Sciences Center at El Paso** | _____ ***[INSERT FULL LEGAL NAME OF BUSINESS ASSOCIATE]*** |
| _____ Signature | _____ Signature |
| _____ Printed Name | _____ Printed Name |
| _____ Title | _____ Title |
| _____ Date | _____ Date |