

EXHIBIT Z
HIPAA BUSINESS ASSOCIATE REQUIREMENTS

Rev. 5/2003

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Covered Entity" herein refers to the University at Albany, State University of New York and the word "Business Associate" herein refers to any party other than the University at Albany, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

Covered Entity and Business Associate are parties to one or more agreements, and may in the future become parties to additional agreements (collectively, the "Underlying Agreements"), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable protected health information relating to individuals of Covered Entity ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as such law and regulations may be amended from time to time (collectively, "HIPAA"); and, by reason of such activities, the parties believe that Business Associate is a "business associate" of Covered Entity, as such term is defined in 45 CFR 160.103; and Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a covered entity and its business associates.

1. Definitions.

- (a) "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" 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" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (d) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (e) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (f) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 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 Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information.
- (c) Business Associate agrees to 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.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for in this Exhibit.
- (e) Business Associate agrees to ensure 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 agrees to the same restrictions and conditions that apply 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 designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
 - (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
 - (h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
 - (j) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected 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 hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure and re-disclosure requirements of 10 NYCRR Part 63 to the extent such requirements may be applicable.
3. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Exhibit, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- (a) Except as otherwise limited in this Exhibit, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (b) Except as otherwise limited in this Exhibit, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Upon Covered Entity's knowledge of a material breach of the provisions of this Exhibit by Business Associate, Covered Entity may, in its sole discretion, either (1) provide Business Associate with an opportunity to cure the breach and then terminate the Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Agreement immediately.
 - (c) Upon termination of the 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.

- (d) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections 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.
4. Interpretation. Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
5. Governing Law; Conflict. Will be in accordance with the laws of the state of New York. Jurisdiction of any litigation shall be in New York, with venue in a court of competent jurisdiction located in Albany County. In the event of a conflict between the terms of this exhibit and the terms of any agreement issued in conjunction with this exhibit, the terms of this exhibit shall control.