

Attachment 1

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is effective as of _____ and is made among _____ (“Business Associate”), the University of Colorado Health and Welfare Plan (“Plan” or “Covered Entity”), The Regents of the University of Colorado, a body corporate and state institution of higher education of the State of Colorado (“University” or “Plan Sponsor”), and the University of Colorado Health and Welfare Trust (“Trust”) (collectively, the “Parties”).

WITNESSETH AS FOLLOWS:

WHEREAS, the Plan Sponsor has established and maintains a plan of health care benefits as an employee welfare benefit plan as defined by Section 3(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”);

WHEREAS, the Business Associate provides certain administrative services with respect to the Plan;

WHEREAS, the Plan Sponsor is authorized to enter into this Agreement on behalf of the Plan;

WHEREAS, the parties to this Agreement desire to establish the terms under which Business Associate may use or disclose Protected Health Information (as defined herein) such that the Plan may comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) (“HIPAA Privacy Regulation” and/or “HIPAA Security Regulation”) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by the Department of Health and Human Services (“HHS”), including, but not limited to, the HIPAA Omnibus Rule (the “Final Rule”), and other applicable federal and state laws. HIPAA and HITECH, as may be from time to time amended, and the regulations promulgated thereunder are collectively referred to in this Agreement as the “Applicable Laws.”

WHEREAS, the Plan and Business Associate agree to incorporate into this Agreement any regulations issued with respect to the Applicable Laws that relate to the obligations of business associates. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the Applicable Laws;

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Plan, Plan Sponsor and Business Associate hereby agree as follows:

I. Definitions.

- (a) *Breach*. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402.

- (b) *Business Associate*. “Business Associate” shall mean _____.
- (c) *Covered Entity*. “Covered Entity” shall mean University of Colorado Health and Welfare Plan.
- (d) *Electronic Health Record*. “Electronic Health Record” shall have the same meaning as the term “electronic protected health information” in American Recovery and Reinvestment Act of 2009, §13400(5).
- (e) *Electronic Protected Health Information*. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103.
- (f) *Electronic Transactions Rule*. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- (g) *Final Rule*. “Final Rule” shall mean the final HIPAA Omnibus Rule promulgated by the U.S. Department of Health & Human Services and published on January 25, 2013 in the *Federal Register* (78 Fed. Reg. 5566), and any amendments thereto.
- (h) *HIPAA*. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Parts 160, 162 and 164, as amended by HITECH.
- (i) *HITECH*. “HITECH” shall mean the Health Information Technology for Economic and Clinical Health Act, which is at Section 13400, *et. seq.* of ARRA, 42 U.S.C. §§ 17921, *et. seq.*, and guidance promulgated thereunder.
- (j) *HHS*. “HHS” shall mean the Department of Health and Human Services.
- (k) *Individual*. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (l) *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.
- (m) *Protected Health Information*. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (n) *Required By Law*. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR §160.103.
- (o) *Security Incident*. “Security Incident” shall have the same meaning as the term “securing incident” in 45 CFR §164.304.

- (p) *Security Rule.* “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subpart C.
- (q) *Transaction.* “Transaction” shall have the meaning given the term “transaction” in 45 CFR §160.103.
- (r) *Unsecured Protected Health Information.* “Unsecured protected health information” shall have the meaning given the term “unsecured protected health information” in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

- (a) **Permitted Uses and Disclosures.** Business Associate will store all Participant Information within the United States. Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Covered Entity’s behalf or receives from Covered Entity (or another business associate of Covered Entity) and to request Protected Health Information on Covered Entity’s behalf (collectively, “Covered Entity’s Protected Health Information”) only:
 - (i) **Functions and Activities on Covered Entity’s Behalf.** For Business Associate to perform the following plan administration, payment, health care operations, and benefit management in conjunction with the services being provided by Business Associate to the Covered Entity:
 - (A) All services necessary for Business Associate to comply with its obligations under the Parties’ original agreement as well as any and all amendments to the original agreement.
 - (B) Data aggregation services relating to the health care operations of Covered Entity.
 - (ii) **Business Associate’s Operations.** For Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities, provided that, with respect to disclosure of Covered Entity’s Protected Health Information, either:
 - (A) The disclosure is Required by Law; or
 - (B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Covered Entity’s Protected Health Information that the person or entity will:
 - (1) Hold Covered Entity’s Protected Health Information in confidence and use or further disclose Covered Entity’s Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity’s Protected Health Information to the person or entity or as Required by Law; and

- (2) Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached.
- (iii) **Disclosure to Other Entities or Business Associates.** Business Associate may disclose Individuals' Protected Health Information to other entities including the Plan Sponsor and subcontractors or business associates of the Plan. Business Associate shall be solely responsible for ensuring that any contractual relationships with these entities or business associates comply with the requirements of 45 CFR §164.504(e) and §164.504(f).
- (iv) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the Applicable Laws, and government guidance on the definition.
- (v) **De-identified Protected Health Information.** Business Associate may de-identify any Protected Health Information obtained under the terms of this Agreement in accordance with the requirements of 45 CFR § 164.514(a)-(c), and use such de-identified Protected Health Information in accordance with the requirements and limitations set forth in the Applicable Laws.
- (vi) **Governmental Access to Records.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to Covered Entity or to the Secretary for purposes of determining compliance with the Applicable Laws.
- (b) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. Except as set forth above in Section II(a)(ii), this Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule if done by Covered Entity.
- (c) **Information Safeguards.**

- (i) **Privacy of Covered Entity's Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
- (ii) **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule.
- (iii) **Safeguards During Transmission.** Covered Entity and Business Associate will use appropriate safeguards to maintain and ensure the confidentiality, privacy and security when transmitting Covered Entity's Protected Health Information to the other party pursuant to this Agreement, in accordance with the standards and requirements of the Privacy and Security Rule.
- (d) **Business Associate's Subcontractors.** In accordance with the requirements set forth at 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), as applicable, Business Associate will ensure that any subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees, by entering into a written business associate agreement with Business Associate, to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information. Business Associate shall implement and maintain sanctions against subcontractors that violate such restrictions and conditions and shall mitigate such effects of any such violation.
- (e) **Prohibition on Sale of Records.** Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the Applicable Laws.
- (f) **Penalties For Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Applicable Laws.

III. Obligations of Covered Entity.

- (a) **Changes in Permission by Individual.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (b) **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for Business Associate's use of PHI for its proper management and administration or to carry out its legal responsibilities under this Agreement.
- (c) **Disclosure to Third Parties.** Covered Entity may request that Business Associate disclose PHI directly to another party. Covered Entity agrees that all such disclosures requested by Covered Entity shall be for purposes of Covered Entity's treatment, payment or health care operations, or otherwise permitted or required under the Applicable Laws or any other applicable law.

IV. Compliance with Electronic Transactions Rule. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

V. Notice of Privacy Practices and Changes. Covered Entity will provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Business Associate's use or disclosure of Covered Entity's Protected Health Information. Covered Entity will provide Business Associate with any changes in, or revocation of, permission to use or disclose Covered Entity's Protected Health Information, to the extent it may affect Business Associate's permitted or required uses or disclosures. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site.

VI. Individual Rights.

- (a) **Access.** Business Associate will, following Covered Entity's request, promptly make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held in an Electronic Health Record, then the individual shall have a right to obtain from Business Associate a copy of such information in an electronic format. Business Associate shall provide such a copy to Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the individual or Covered

Entity. Any denial of access to such PHI determined by Business Associate shall be the sole responsibility of Business Associate, including, but not limited to, resolution or reporting of all appeals and/or complaints arising therefrom. Business Associate shall promptly report all such requests and their resolution to Covered Entity. Business Associate shall promptly notify Covered Entity of any request made to the Business Associate that extends to other PHI.

- (b) **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526. Any denial of such a request for amendment of PHI determined by Business Associate shall be the responsibility of Business Associate, including, but not limited to, resolution or reporting of all appeals, and complaints arising therefrom. Business Associate shall report all approved amendments or statements of disagreement/rebuttals in accordance with 45 C.F.R. § 164.526. Business Associate shall also promptly report all such requests and their resolution to Covered Entity.
- (c) **Disclosure Accounting.** To allow Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528:
 - (i) **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.
 - (ii) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.
 - (iii) **Disclosure Information.** With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - (A) **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

- (B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.
- (iv) **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). Business Associate will promptly make the Disclosure Information available to Covered Entity following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulations. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual.
- (d) **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

VII. Breaches and Security Incidents.

- (a) **Reporting.**

- (i) **Privacy or Security Breach.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information within five (5) calendar days of discovering the breach. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will promptly make the report to Covered Entity's Privacy Official, and to the applicable authorities on behalf of the Covered Entity, after Business Associate learns of such non-permitted use or disclosure in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulations. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will at least:
- (A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - (B) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;
 - (C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - (D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
 - (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
 - (F) Provide such other information, including a written report, as Covered Entity may reasonably request.
- (ii) **Security Incidents.** Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report once per quarter, except if any such security incident resulted in a disclosure not

permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in the paragraph above.

- (b) **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach relating to Business Associate or any of its agents or subcontractors.

VIII. Indemnification.

Business Associate agrees to indemnify and hold Covered Entity harmless from any and all claims, actions, causes of action, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorney's fees, and all other costs, fees, expenses, and charges (collectively "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of Business Associate or from any material breach of this Agreement by Business Associate. Business Associate further agrees to indemnify Covered Entity for any and all costs associated with a Breach resulting from Business Associate's conduct.

IX. Term and Termination.

- (a) **Term.** The term of this amended and restated Agreement shall be effective as of _____ and shall terminate when all 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 infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- (b) **Right to Terminate for Cause.** Covered Entity may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within 30 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.
 - (i) **Return or Destruction of Covered Entity's Protected Health Information as Feasible.** Upon termination or other conclusion of Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Further, Business Associate shall require any such subcontractor or agent to certify to Business Associate that it returned to Business Associate (so that

Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 30 calendar days following the effective date of the termination or other conclusion of Agreement.

- (ii) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 30 calendar days following the effective date of the termination or other conclusion of Agreement.
- (iii) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.
- (iv) **Judicial or Administrative Proceedings.** Either party may terminate the Agreement, effective immediately, if (A) 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 (B) 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.

X. General Provisions.

- (a) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.
- (b) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to HHS to determine compliance with the Privacy Rule.
- (c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this Agreement, this Agreement will automatically amend such that the obligations imposed on Business Associate or

Covered Entity remain in compliance with the final regulation or amendment to final regulation.

- (d) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- (e) **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under HIPAA.
- (f) **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Covered Entity's Protected Health Information.
- (g) **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with the 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 Covered Entity's Protected Health Information.
- (h) **Certification.** To the extent that Covered Entity determines an examination is necessary in order to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HIPAA Regulations or the Agreement.

This Agreement and any amendments may be executed by electronic signature and in multiple counterparts and may be delivered by fax or other electronic means, all of which shall be deemed to be originals, and all of which shall constitute one document.

By: _____
Name:
Title:

Date: _____

UNIVERSITY OF COLORADO HEALTH
AND WELFARE PLAN

By: _____
Tony DeCrosta
Chief Plan Administrator

Date: _____

THE REGENTS OF THE UNIVERSITY OF
COLORADO, a body corporate, for and on
behalf of the University of Colorado, as
PLAN SPONSOR

By: _____
Tony DeCrosta
Associate Vice President

Date: _____

UNIVERSITY OF COLORADO HEALTH
AND WELFARE TRUST

By: _____
Kathy Nesbitt
Chairperson, Trust Committee

Date: _____

Approved as to Legal Sufficiency
Office of University Counsel

By: _____
Melissa Martin
Assistant University Counsel
Special Assistant Attorney General

Date: _____