



DATE: November 17, 2016

TO: Prospective Respondents

FROM: Joseph Lastrina, Purchasing Agent II

RE: Addendum #1 to RFP # JL111016 for Health IT Infrastructure Architecture Consulting and Related Services

All Respondents are hereby advised of the following amendments to the Request for Proposal document(s) which are made an integral part of the bid documents. Respondents are required to acknowledge receipt of this addendum in their proposal response, as well as include a signed copy of this addendum with their RFP response.

**Item # 1: Appendix C Replacement**

Appendix C shall be deleted in its entirety and replaced with Appendix C v. 2, attached hereto as Attachment B.

**Item # 2: Responses to Inquiries**

Below are responses to inquiries received prior to the deadline established in section 4.1 of the original RFP document.

**THE INQUIRY PERIOD FOR THIS RFP IS NOW CLOSED.**

Q1. The RFP states that “3.4.2 In the point-by-point response to section 3 required as part of the Technical Proposal, Respondents should describe their direct relevant experience in working with state Medicaid, healthcare and/or higher education clients on similar projects, as this experience is highly preferred and required to support the success of the CHATTER program. Please limit the response to section 3.4.2 to give hundred (500) words or less.” – we wanted to confirm that this 500-word limit only applies to section 3.4.2, and not all of the scope of work.

A1. **The 500-word response is specifically in regards to the relevant experience in working with Medicaid as described in 3.4.2.**

Q2. Section 3.3.2 states that “Price increases thereafter shall be capped at the Consumer Price Index (CPI-U)-Northeast Region or an established annual cap as set forth in the vendor’s proposal. Pricing changes may be allowed after the first (12) months, if mutually agreed upon by all parties.” Would the CP-U – Northeast % change fall into the “all items less food and energy” or another category?

A2. **Yes, the percentage change would fall into special aggregate index category, “All items less food and energy”.**

Q3. In section 3.6.2, it states: “Warranty: The selected Vendor shall unconditionally warrant all products and services to be provided under this RFP. All warranties must be included with the Respondent’s Technical Proposal.” How would a warranty work for this contract?

Office of the Executive Vice President for  
Administration and Chief Financial Officer

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A3. The University is providing our desired contract language as an attachment to this addendum titled Attachment A.

**BIDDER NOTE:** This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the RFP number, response date, and return address. This will be accepted as part of your proposal response, **PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN THE ORIGINAL RFP DOCUMENT, OR AS AMENDED BY THIS DOCUMENT.** Please acknowledge receipt of this addendum by email to [joseph.lastrina@uconn.edu](mailto:joseph.lastrina@uconn.edu).

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| Name | Company | Date |
|------|---------|------|
|------|---------|------|

**RFP # JL111016, Addendum # 1**  
**Attachment A**

**1.1 Warranties:**

1.1 **Services.** Contractor agrees to perform the services with care, skill, diligence, prudence, and good judgment, consistent with applicable standards currently recognized by Contractor's profession or industry. Contractor shall be responsible for the quality, technical accuracy and completeness of all reports, information, specifications, deliverables, services and any other items provided to University under this Agreement.

1.2 **Financial Solvency.** Contractor represents and warrants and covenants that: (a) it is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to perform this Agreement; (b) all deliverables and/or services shall be delivered or performed free of any security interests, claims, liens or any other encumbrances whatsoever; and (c) there are no rights outstanding which would diminish, encumber or impair the enjoyment or exercise of the rights granted to University under this agreement.

1.3 **Ownership of Work Product.** All Deliverables prepared for University under this Agreement or SOW(s), including all concepts, inventions, ideas, patent rights, data, trademarks, and copyrights which are related to, arise out of, or developed in connection with (a) the Deliverables and Contractor's other work product or (b) any and all Services, shall be the exclusive property of, and all ownership rights therein shall vest in, University. Contractor agrees to sign all necessary documents or take such other actions as University may reasonably request in order to perfect any and all such rights.

1.4 **Work for Hire.** The Parties expressly agree that all Deliverables and Contractor work product created under this Agreement are Works Made For Hire, as defined in the U.S. Copyright Act, 17 U.S.C. 101, and shall vest in University as author. All other work product, whether copyrightable or not, including without limitation any works which may be deemed by competent authority not to be Works Made For Hire, created pursuant to this Agreement or any SOW(s), are hereby assigned to University, effective from the moment of creation, including without limitation all right, title and interest in and to the copyright thereof throughout the world, all renewals and extensions thereof and the right to use, make and distribute copies in any and all media, with or without attribution, with or without modification, including but not limited to the right to translate, and/or make derivative works therefrom. Contractor agrees to execute and to secure the execution from the applicable authors retained by Contractor all registrations, assignments, transfer documents and other instruments necessary or desirable in the reasonable opinion of University to record any assignment or registration of copyright or other transfer of ownership in any work transferred to University pursuant to this Agreement.

1.5 **Contractor's Ownership.** Notwithstanding the foregoing, Contractor shall retain sole and exclusive ownership of all right, title and interest to and in its proprietary information, templates, processes, methodologies, inventions, patents, know-how and software owned by it as of the Effective Date, and all derivative works based upon an improvement to any of the foregoing to the extent severable from University Confidential Information, products and processes, provided that the derivative works or improvements (a) are of general application, (b) do not contain any, or are not developed using any, University Confidential Information or other specific information about or relating to University or its products, processes, plans or finances and (c) were discovered, created or developed solely by Contractor without assistance from University during Contractor's provision of the services for University (all of the foregoing, the "Contractor Intellectual Property"). To the extent Contractor's Intellectual Property is necessary for the use of the services or deliverables

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provided under this Agreement, Contractor grants to University for the benefit of University, its Affiliates, and their respective agents, successors, permitted assigns and contractors the irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up right and license to Contractor's Intellectual Property for University's use of such services or deliverables.

1.6 **Title and Non-Infringement.** Contractor represents and warrants: (a) that it has the title and right to license or otherwise provide the services and deliverables under this Agreement and any SOW(s), and; (b) that none of the deliverables or services or any part thereof infringe, misappropriate or otherwise violate any intellectual property or copyright rights of any third party.

1.7 **Conformance to Specifications and Requirements.** Contractor represents and warrants that all services and/or deliverables shall conform in all material respects to the published documentation, specifications, and requirements agreed to by the parties. Contractor shall, at no expense to University, correct any deliverables or re-perform any services that fail to fulfill any representations, warranties and/or covenants expressed in this section.

1.8 **Third Party Warranties.** Contractor agrees to pass through to University all applicable third party warranties for all goods and services provided under this Agreement. Notwithstanding the existence or applicability of any third party warranties, Contractor agrees to provide, for a period no less than one year from delivery to University, a warranty for normal operation, use, wear and tear for all computing hardware, electronics, or other physical goods purchased by University under this Agreement.

**RFP # JL111016, Addendum # 1  
Attachment B**

**RFP # JL111016 – Appendix C v. 2  
Supplemental Terms and Conditions**

**Part 1: Confidentiality Agreement**

This Confidentiality Agreement (hereinafter the "Agreement") between the University of Connecticut (hereinafter "UConn" or "University") and \_\_\_\_\_ (hereinafter "Contractor") serves to document agreed upon requirements regarding the duty to safeguard Data and Intellectual Property (defined below) that is or may become available to Contractor in the course of providing services to and/or on behalf of UConn. These specifications serve to document agreed upon requirements regarding the duty to safeguard Data and Intellectual Property that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** In the course of performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.  
Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.  
In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.
2. **PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.**
  - a.) **CONFIDENTIAL DATA.** The data available to Contractor in the course of providing technical support to or on behalf of the University shall be considered Confidential Information, unless

the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by the Health Insurance Portability and Accountability Act ("HIPAA"), Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.

- b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.
- c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.
- d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

### 3. **BREACH OF CONFIDENTIALITY.**

The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the University.

For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

- (1) Contractor shall immediately notify University in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or requested by University, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").
- (2) To the extent the Unauthorized Access was not related to the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor and its subcontractors and employees and to Contractor's failure to comply with the terms of

this Agreement, Contractor shall, by amendment to this Agreement, be compensated for the Mitigation Measures as an additional service.

- (3) To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor's failure to comply with the terms of this Agreement, Contractor shall (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.
4. **NOTIFICATION.** For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax, and also in writing:
  - Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744
  - Assistant Director of Compliance/Privacy, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527
5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.
6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.
7. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive *Identity Theft Prevention Program* with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University.

It is the University's expectation that Contractor will assist the University in its identity theft prevention efforts under *the University's Identity Theft Prevention Program*. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

- Assistant Director of Compliance/Privacy, Office of Audit, Compliance & Ethics,  
University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084,  
Phone: (860) 486-5256, Fax: (860) 486-4527

**Part 2: Business Associate Subcontractor Agreement**  
**Between**  
**The University of Connecticut**  
**and**

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This Business Associate Subcontractor Agreement (“BAS Agreement”), effective \_\_\_\_\_ (“Effective Date”), is entered into by and between the University of Connecticut with an address at 1 Constitution Plaza, STE 17B., Hartford, CT 06103 (the “Business Associate”) and \_\_\_\_\_ (the “Subcontractor”) (each a “Party” and collectively the “Parties”).

Business Associate has a contract to provide services on behalf of the Department of Social Services of the State of Connecticut (“Covered Entity”) which identifies as a covered entity under 45 CFR §160.103. Business Associate has engaged the services of Subcontractor to assist in the completion of Business Associate’s scope of work under the contract with the Covered Entity.

The Parties have an agreement dated \_\_\_\_\_ (the “Agreement”) under which the Subcontractor may use and/or disclose Protected Health Information (PHI) to perform the following service(s):

\_\_\_\_\_.

Both Parties are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information (the “Privacy & Security Regulations”) promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and as it is updated, amended, or revised, including the requirement under 45 CFR §164.502(e)(2) to enter into a Business Associate Agreement with business associates who are subcontractors.

The Parties are required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

This BAS Agreement sets forth the terms and conditions pursuant to which PHI that is created, received, maintained, or transmitted by the Subcontractor from or on behalf of the Business Associate, will be handled between the Subcontractor and the Business Associate and with third parties during the term of their Agreement and after its termination.

The Parties agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”):

(a) Definitions

- (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
- (2) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

- (3) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- (4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Subcontractor from or on behalf of the Covered Entity or from a Business Associate of the Covered Entity.
- (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (10) "This BAS Agreement" refers to the HIPAA Provisions stated herein, in their entirety.
- (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304, with the understanding that pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks and any combination of the above shall not be considered a Security Incident, so long as no such incident results in the defeat or circumvention of any security control, or in the unauthorized access, use or disclosure of PHI provided by Covered Entity.
- (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subparts A and C.
- (13) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(b) Obligations and Activities of Subcontractor.

- (1) Subcontractor agrees not to use or disclose PHI other than as permitted or required by this BAS Agreement or as Required by Law.
- (2) Subcontractor agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this BAS Agreement and in accordance with HIPAA Standards.
- (3) Subcontractor agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Business Associate or Covered Entity.

- (4) Subcontractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Subcontractor of a use or disclosure of PHI by Subcontractor in violation of this BAS Agreement.
- (5) Subcontractor agrees to report to Business Associate any use or disclosure of PHI not provided for by this BAS Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.502(e)(ii)(C) or any Security Incident of which it becomes aware in accordance with 45 C.F.R. § 164.502(e)(ii)(C).
- (6) Subcontractor agrees, in accordance with 45 C.F.R. §§ 502(e)(1)(ii) and 164.308(d)(2), if applicable, 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, conditions, and requirements that apply to the Subcontractor with respect to such information.
- (7) Subcontractor agrees to provide access (including inspection, obtaining a copy or both), at the request of the Business Associate or Covered Entity, and in the time and manner designated by the requestor, to PHI in a Designated Record Set, to Business Associate in order to meet the requirements under 45 C.F.R. § 164.524. Subcontractor shall not charge any fees greater than the lesser of the amount charged by the Business Associate to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Subcontractor agrees to make any amendments to PHI in a Designated Record Set that the Business Associate directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Business Associate, and in the time and manner agreed to by the parties.
- (9) Subcontractor agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Subcontractor on behalf of the Business Associate or Covered Entity, available to the Secretary in a time and manner agreed designated by the Secretary, for purposes of the Secretary determining Business Associate or Covered Entity's compliance with the HIPAA Standards.
- (10) Subcontractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for Business Associate to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Subcontractor agrees to provide to Business Associate, in a time and manner agreed to by the parties, information collected in accordance with subsection (g)(10) of this BAS Agreement, to permit Business Associate to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Subcontractor agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Subcontractor agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Business Associate and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Subcontractor
  - (A) restrict disclosures of PHI that Subcontractor maintains for or on behalf of the Business Associate; or;

- (B) provide an accounting of disclosures of the individual's PHI that Subcontractor maintains for or on behalf of the Business Associate; or;
  - (C) provide a copy of the individual's PHI in an electronic health record that Subcontractor maintains for or on behalf of the Business Associate; or
  - (D) amend PHI in the individual's designated record set the Subcontractor agrees to notify the Business Associate, in writing, within seven business days of the request.
- (15) Subcontractor agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the Business Associate or Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this BAS Agreement; and
  - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
- (A) The Subcontractor agrees that, following the discovery by the Subcontractor or by a subcontractor of the Subcontractor of any use or disclosure not provided for by this BAS Agreement, any breach of unsecured protected health information, or any Security Incident, it shall notify the Business Associate of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this BAS Agreement.
  - (B) Such notification shall be provided by the Subcontractor to the Business Associate without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Subcontractor, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Subcontractor or its subcontractor. The notification shall include to the extent possible and subsequently as information becomes available the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Subcontractor to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Subcontractor agrees to include in the notification to the Business Associate at least the following information include to the extent possible and subsequently as information becomes available:
    1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    3. A detailed description of what the Subcontractor is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

4. Whether a law enforcement official has advised the Subcontractor, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official. This obligation shall not apply if the law enforcement official has instructed the Subcontractor not to inform the Business Associate of the foregoing.

(c) Permitted Uses and Disclosure by Subcontractor.

- (1) General Use and Disclosure Provisions. Except as otherwise limited in this BAS Agreement, Subcontractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Business Associate as specified in this BAS Agreement, provided that such use or disclosure would not violate the HIPAA Standards if done by Business Associate or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
  - (A) Except as otherwise limited in this BAS Agreement, Subcontractor may use PHI for the proper management and administration of Subcontractor or to carry out the legal responsibilities of Subcontractor.
  - (B) Except as otherwise limited in this BAS Agreement, Subcontractor may use or disclose PHI for the proper management and administration of Subcontractor, provided that disclosures are Required by Law, or Subcontractor 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 Subcontractor of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (C) Except as otherwise limited in this BAS Agreement, Subcontractor may use PHI to provide Data Aggregation services to Business Associate as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(d) Obligations of Business Associate.

- (1) Business Associate shall notify Subcontractor of any limitations in its notice of privacy practices of Business Associate, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Subcontractor's use or disclosure of PHI.
- (2) Business Associate shall notify Subcontractor of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Subcontractor's use or disclosure of PHI.
- (3) Business Associate shall notify Subcontractor of any restriction to the use or disclosure of PHI that Business Associate has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Subcontractor's use or disclosure of PHI. Business Associate shall not make any disclosure of PHI to Subcontractor if such disclosure would violate HIPAA, HITECH or any applicable federal or state law or regulation and will not request Subcontractor to use or make any disclosure of PHI in any manner that would not be permissible under Business Associate's privacy policies, HIPAA, HITECH or any applicable federal or state law or regulation if such use or disclosure were done by Business Associate.

- (e) Permissible Requests by Business Associate. Business Associate shall not request Subcontractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Business Associate, except that Subcontractor may use and disclose PHI for data aggregation, and management and administrative activities of Subcontractor, as permitted under this BAS Agreement. Further, Business Associate shall limit any disclosure of PHI to Subcontractor to the minimum necessary to accomplish the intended purpose of such disclosure
- (f) Term and Termination.
  - (1) Term. The Term of this BAS Agreement shall be effective as of the date the Agreement is effective and shall terminate when the information collected in accordance with provision (b)(10) of this BAS Agreement is provided to the Business Associate and all of the PHI provided by Business Associate to Subcontractor, or created or received by Subcontractor on behalf of Business Associate, is destroyed or returned to Business Associate, 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.
  - (2) Termination for Cause Upon Business Associate's knowledge of a material breach by Subcontractor, Business Associate shall provide written notice of the breach that specifies the nature of such breach and either:
    - (A) Provide an opportunity for Subcontractor to cure the breach or end the violation and terminate the Agreement if Subcontractor does not cure the breach or end the violation within thirty (30) days after receipt of such written notice; or
    - (B) Immediately terminate the Agreement if Subcontractor has breached a material term of this BAS Agreement and cure is not possible; or
    - (C) If neither termination nor cure is feasible Business Associate shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (f)(2) of this BAS Agreement, upon termination of the Agreement, for any reason, Subcontractor shall return or destroy all PHI received from Business Associate, or created, maintained, or received by Business Associate on behalf of Covered Entity. Subcontractor shall also provide the information collected in accordance with section (b)(10) of this BAS Agreement to the Business Associate within thirty (30) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Subcontractor. Subcontractor shall retain no copies of the PHI.
    - (B) In the event that Subcontractor determines that returning or destroying the PHI is infeasible, Subcontractor shall provide to Business Associate notification of the conditions that make return or destruction infeasible. Upon documentation by Subcontractor that return or destruction of PHI is infeasible, Subcontractor shall extend the protections of this BAS Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Subcontractor maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Subcontractor maintains or preserves the PHI or copies thereof.

(g) Miscellaneous Sections.

- (1) Regulatory References. A reference in this BAS Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as in necessary to amend this BAS Agreement from time to time as is necessary for Business Associate to comply with requirements of the Privacy Rule, HIPAA and HITECH.
- (3) Survival. The respective rights and obligations of Subcontractor and Business Associate shall survive the termination of the Agreement or of this BAS Agreement.
- (4) Effect on Agreement. Except as specifically required to implement the purposes of this BAS Agreement, all other terms of the Agreement shall remain in force and effect.
- (5) Construction. This BAS Agreement shall be construed as broadly as necessary to implement and comply with the Security and Privacy Standard. Any ambiguity in this BAS Agreement shall be resolved in favor of a meaning that complies, and is consistent with, the Security and Privacy Standard.
- (6) Disclaimer. Nothing contained in the Agreement or this BAS Agreement is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of any provision of the Agreement or this BAS Agreement.

[End of agreement signatures follow]

IN WITNESS WHEREOF, the parties have executed this BAS Agreement by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

University of Connecticut  
Business Associate

By: \_\_\_\_\_  
Printed Name: Michael Glasgow, Jr.  
Title: Associate Vice President for Research  
Sponsored Program Services

\_\_\_\_\_  
Business Associate Subcontractor

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_