

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into effective October 20, 2025 (the "Effective Date") by and between the Universal Benefits Consortium, Representative (the "Business Associate") and Hays Consolidated ISD (the "Entity").

RECITALS

WHEREAS, the Entity and Business Associate have entered into one or more agreements providing, among other things, that Business Associate will perform certain services on behalf of the Entity (collectively, the "Services Agreement");

WHEREAS, both parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its company regulations, as well as the Health Information Technology for Economic and Clinical Health act ("HITECH"), including the Privacy, Security, Breach Notification and Enforcement Rules in 45 C.F.R. parts 160, 164 ("HIPAA Rules").

1. Definitions

Words and phrases used in this Agreement, including but not limited to capitalized words and phrases, which are not otherwise defined herein shall have the meanings assigned thereto in the HIPAA Rules.

2. Obligations and Activities of Business Associate

- a. Business Associate agrees not to use or disclose protected health information other than as permitted or required by this Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware.
- d. 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 Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- e. Business Associate agrees to provide access, at the request of Entity, and in the time and manner reasonably requested by Entity, to protected health information in a designated record set, to Entity or, as directed by Entity, to an individual in order to meet the requirements under 45 CFR § 164.524.
- f. To the extent a request is made by the Entity for Business Associate to respond to any request by the Secretary or any other Federal or State authority, Business Associate shall be responsible for paying for all services related to Business Associate responding to such inquiry and all reasonable costs associated with such response.
- g. Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for 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.

- h. Business Associate agrees to provide to Entity or, if directed by the Entity, to an individual, in a time and manner as may be reasonably requested by Entity, information collected in accordance with Section 2(g) above, to permit 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.

3. Permitted Use and Disclosure by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities or services for, or on behalf of, Entity as specified in the Services Agreement.
- b. Except as otherwise limited in this Agreement, 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.

4. Obligations of Entity

- a. Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b. Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c. Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

5. Permissible Requests by Entity

Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Entity.

6. Breach Notification

Business Associate agrees to report to the Entity, in writing, within ten business (10) days of the Business Associate's discovery of any "Breach", as such term is defined below. The notification to Entity of a Breach will include: (1) a description of what happened, including the date of the Breach, date of the discovery of the Breach, and affected individuals; (2) a description of the types of unsecured PHI that were involved in the Breach; (3) suggested steps affected individuals should take to protect themselves from potential harm resulting from the Breach; and (4) a brief description of what Business Associate is doing to investigate the Breach, mitigate potential harm, and to protect against future Breaches. For purposes of this paragraph, "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 C.F.R. Part 164, subpart E, which compromises the security or privacy of such information.

7. Protection of Exchanged Information in Electronic Transactions

If Business Associate conducts any standard transactions for or on behalf of the Entity, Business Associate shall comply, and shall require any subcontractor or agent conducting such standard transactions to comply, with each applicable requirement of 45 CFR Part 162.

8. Term

The term of this Agreement shall be effective as of the Effective Date and shall terminate when all of the protected health information provided by Entity to Business Associate or created or received by Business Associate on behalf of Entity, is destroyed or returned to Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the provisions of Section 10 below.

9. Termination for Cause

Upon Entity's knowledge of a material breach of this Agreement by Business Associate, Entity shall:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Entity;
- b. Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, Entity shall report the violation to the Secretary.

10. Effect of Termination

- a. Except as provided in subsection (b) below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy any protected health information received from Entity, or created or received by Business Associate on behalf of 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.
- b. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall subject the protected health information to the same safeguards as for an active engagement. Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

11. Regulatory References

A reference in this Agreement to a section in any statute or in the HIPAA Rules means the section as in effect or as amended.

12. Survival

Business Associate's obligation to protect the privacy of the protected health information created or received for or from the Plan will be continuous and survive termination, cancellation, expiration or other conclusion of the Agreement.

13. Interpretation and Conflicts

Any ambiguity in this Agreement or the Services Agreement shall be resolved in favor of a meaning that permits the Plan to comply with HIPAA and the HIPAA Rules. In the event of conflicting terms or conditions with prior agreements between the parties, this Agreement shall supersede any such previous agreement.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas to the extent not preempted by HIPAA, the HIPAA Rules or other applicable Federal law.

15. Notice

All notices, requests, consents and other communications hereunder will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder.

If to the Entity:

If to Business Associate:

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement be duly executed in its name and on its behalf as of the Effective Date.

Signature: _____

Name: _____

Title: _____

Date: _____

Universal Benefits Consortium

Signature: _____

Name: Eric Smith

Title: Principal Consultant

Date: August 21, 2025