

**THE STATE OF TEXAS**                   §  
   §       **KNOW ALL MEN BY THESE PRESENTS**  
**COUNTY OF FORT BEND**              §

- C. Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, 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 business associate with respect to such information;
- E. Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- F. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- G. Maintain and make available the information required to provide an accounting of disclosures to the "covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- H. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- I. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**SECTION THREE:**  
**PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 3.01 Business associate may only use or disclose protected health information for the purposes of the COOPERATION AGREEMENT BETWEEN FIRST RESPONDER ORGANIZATIONS PROVIDING BASIC AND ADVANCED LIFE SUPPORT AND FORT BEND COUNTY EMERGENCY MEDICAL SERVICE executed by the Parties.
- 3.02 Business associate may use or disclose protected health information as required by law.
- 3.03 Business associate agrees to make uses and disclosures and requests for protected health information.
- 3.04 Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- 3.05 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.
- 3.06 Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3.07 Business associate may provide data aggregation services relating to the health care operations of the covered entity.

**SECTION FOUR:**  
**PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE**  
**OF PRIVACY PRACTICES AND RESTRICTIONS**

- 4.01 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.02 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.03 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

**SECTION FIVE:**  
**PERMISSIBLE REQUESTS BY COVERED ENTITY**

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.; except that business associate may use or disclose protected health information for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the business associate.

**SECTION SIX:**  
**TERM AND TERMINATION**

- 6.01 The Term of this Agreement shall be effective upon execution of the last party and shall terminate upon the expiration of the Cooperation Agreement for First Responder Services or on the date covered entity terminates for cause as authorized in Section 6.02, whichever is sooner.
- 6.02 Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.
- 6.03 Obligations of Business Associate Upon Termination:
  - A. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
  - B. Return to covered entity or destroy the remaining protected health information that the business associate still maintains in any form;
  - C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
  - D. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions which applied prior to termination; and
  - E. Return to covered entity or destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 6.04 Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

**SECTION SEVEN:  
MISCELLANEOUS**

- 7.01 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 7.02 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 7.03 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below:

FORT BEND COUNTY

By:



Robert E. Hebert, County Judge

Date:

10-1-2013

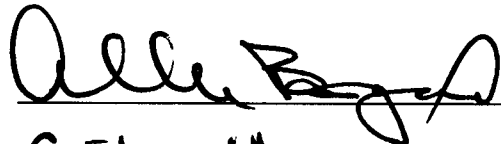
Attest:



Dianne Wilson, County Clerk

CITY OF SUGAR LAND

By:



Title:

City Manager

Date:

9-17-13

Attest:



Witness

I/MTR/EMS/Medical Privacy/03072013

