

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this **1st day of June, 2025** between **Brazoria County** (the “Covered Entity”), and **S&A Chtata Enterprises, LLC DBA Overt Stop Loss** (“Business Associate”). The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended.

I. Definitions

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean S&A Chtata Enterprises, LLC DBA Overt Stop Loss.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **Brazoria County**.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, Subparts A, C, and E and any other applicable provision of HIPAA, and any amendments thereto, including HITECH (below). Core health care activities of “Treatment,” “Payment,” and “Health Care Operations” are defined in the Privacy Rule at 45 CFR 164.501.

(d) HITECH. The term “*HITECH*” means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

(e) HIPAA Omnibus Rule. The term “*HIPAA Omnibus Rule*” means the provisions set out in the Federal Register on January 25, 2013, entitled “*Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules.*” These provisions are set out under 45 CFR §§ 160 and 164. The provisions represent the Final Rules and modifications to the HIPAA Privacy, Security, and Enforcement rules, as mandated by HITECH.

The following terms used in this Agreement shall have the same meaning as those terms in HIPAA and the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. Obligations and Activities of Business Associate

Business Associate agrees to:

1. not use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law;
2. 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 by this Agreement.
3. to 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 protected health information as required by the HIPAA Rules, and any security incident of which it becomes aware. The report shall include the name of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach. Such reports shall be submitted within sixty (60) days of the discovery of the breach as required by HIPAA rules. The report shall contain such other information as Business Associate believes is required for Covered Entity to further investigate.
4. to ensure that any subcontractor, which creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate on behalf of Covered Entity agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
5. to provide access, at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
6. to make any Amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request other than from Covered Entity and shall, at Covered Entity's request, provide Covered Entity with a copy of any Protected Health Information so amended;
7. to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
8. to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request for an accounting, other than from Covered Entity, and shall at Covered Entity's request, provide Covered Entity with a copy of the accounting so provided;

III. Permitted or Required Uses and Disclosures by Business Associate

1. General Use and Disclosure. 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, Covered Entity as specified in this Agreement or in other written agreements between the parties, provided that such use or disclosure of Protected Health Information would not violate the HIPAA or the HIPAA Rules or the provisions of the HITECH Act, if done by Covered Entity.
2. Additional use and disclosure.
 - (a) Except as otherwise limited in this Agreement, 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, 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.
 - (b) Business Associate may use or disclose protected health information as required by law
 - (c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Case Management and/or Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e).
 - (d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1). As required law, if Business Associate becomes aware of a pattern of activity or practice that constitutes a material breach or violation of Business Associate's obligations under these terms, Business Associate must take reasonable steps to cure the breach or end the violation, as applicable.
 - (e) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

IV. Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

1. Covered Entity shall provide Business Associate with any limitation(s) in its notice of privacy practices that Covered Entity produces 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.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

V. 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 the Privacy Rule if done by Covered Entity, unless Business Associate must disclose Protected Health Information to perform its services and the Covered Entity will have previous knowledge of such disclosure. In addition, if required to perform its services for Covered Entity, Business Associate may use Protected Health Information for the data aggregation or management and administrative activities of the Business Associate.

VI. Term and Termination

1. *The Term:* The term of this Agreement shall be effective as of the date the Consulting Service Agreement between the Covered Entity and Business Associate is executed and shall terminate when the Consulting Service Agreement is terminated or on the date Covered Entity or Business Associate terminates for cause as authorized by paragraph 2 of this section, whichever is sooner.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary. Termination for cause shall also include bankruptcy or insolvency on the part of the Business Associate.
3. *Effect of Termination.* The parties mutually agree that it is essential for certain Protected Health Information to be maintained after the expiration of the Agreement for regulatory and other business reasons. Upon termination of this Agreement, for any reason, Business Associate shall:

- 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. destroy, return or transmit to another Business Associate at the direction of Covered Entity, all Protected Health Information received or maintained by Business Associate;
- 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 Agreement, 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 set out in this Agreement which applied prior to termination; and
- e. destroy or return to Covered Entity 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.

VII. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
2. *Amendment.* Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
 - a. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for BA and SBA to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act, and its corresponding regulations.
3. *Survival.* The respective rights and obligations of Business Associate under Sections VI and VII of this Agreement shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
5. *No Third Party Beneficiary.* Nothing expressed or implied in this Agreement is intended to confer,

nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

6. *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 the HIPAA Rules or other applicable federal law.
7. *Waiver.* Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
8. *Severability.* The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be construed and enforced, to the extent practicable and legal, as if it had been more narrowly drawn so as not to be illegal, invalid or unenforceable, and the remainder of this Agreement shall remain in force.
9. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
10. *Notice.* Any notice to be given hereunder to a party shall be made via registered or certified mail, postage prepaid, return receipt requested, by facsimile, by e-mail, or express courier to such party's address as indicated below. Notice shall be effective upon receipt. Each party has designated the following individual at the following address to receive notice:

Covered Entity:
Brazoria County, Texas
Holly Fox
(979) 864-1797
hollyf@brazoriacountytexas.gov

Business Associate:
S&A Chtata Enterprises, LLC DBA Overt Stop Loss
Attn: Stephanie Chtata
11844 Bandera Rd #519
Helotes, TX 78023
210-845-5053
schtata@overtstoploss.com

Any changes in the person or address of the person designated to receive notices on behalf of the parties shall be promptly communicated to the other party.

COVERED ENTITY

By: _____

Printed Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

By: _____

Printed Name: Stephanie Chtata

Title: President

Date: _____