

## **ATTACHMENT I: BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is entered into between the North Carolina State Health Plan for Teachers and State Employees (“Plan”), a division and Covered Healthcare Component of the North Carolina Department of State Treasurer (“DST”), and \_\_\_\_\_ (hereinafter “Contractor”), individually referred to as a “Party” or collectively as the “Parties.” This BAA is effective when signed by the Parties and, except as otherwise required, shall remain in effect for the term of the Contract, including any extensions or renewals.

### **BACKGROUND**

Sections 261 through 264 of the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the United States Department of Health and Human Services (“DHHS”) to develop standards to protect the security, confidentiality, and integrity of health information. The “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)) amended the Administrative Simplification provisions. Pursuant to the Administrative Simplification provisions, the Secretary of DHHS (“Secretary”) issued regulations codified at 45 C.F.R. Parts 160 and 164 (the “HIPAA Rules”), which were further amended by the Omnibus Final Rule (78 Fed. Reg. 5566) (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as “HIPAA”).

The Plan, a division of DST, is a health benefit plan which, standing alone, would be a covered entity under HIPAA. DST also includes several other divisions that do not qualify as covered entities and whose functions are not regulated by HIPAA; therefore, DST has designated itself as a “Hybrid Entity.” The Parties wish to enter into an agreement through which Contractor will provide certain services and/or Products to the Plan. The Parties believe that pursuant to that agreement, the relationship between Contractor and the Plan is such that Contractor is or may be a Business Associate as defined by the HIPAA Rules.

The Parties therefore enter this BAA to protect Plan Member information in accordance with the HIPAA Privacy and Security Rules. The Parties enter into this BAA with the intent to comply with HIPAA provisions that allow: 1) a Covered Healthcare Component of a Hybrid Entity (the Plan) to disclose Protected Health Information (“PHI”) to a Business Associate; and 2) a Business Associate (i.e., Contractor) to create, maintain, transmit, or receive PHI on behalf of the Plan after the Plan obtains satisfactory assurances that Contractor will appropriately safeguard the information.

The Parties agree as follows:

## **I. GENERAL TERMS AND CONDITIONS**

- A. **Definitions**: Except as otherwise defined herein, any and all capitalized terms or abbreviations of capitalized terms in this BAA shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this BAA and mandatory provisions of HIPAA, HIPAA shall control. Where provisions of this BAA are different from those mandated by HIPAA, but are nonetheless permitted by HIPAA, the provisions of this BAA shall control.
- B. **Ambiguous Terms**: In case of ambiguous, inconsistent, or conflicting terms within this BAA, such terms shall be resolved to allow for compliance with HIPAA.
- C. **Application of Civil and Criminal Penalties**: Contractor acknowledges that it is subject to 42 U.S.C. §§ 1320d-5 and 1320d-6 in the same manner as such sections apply to a Hybrid Entity, to the extent that Contractor violates §§ 13401(a), 13404(a), or 13404(b) of the HITECH Act and 45 C.F.R. § 164.502(e) and 164.504(e). Furthermore, Contractor is liable for the acts of its own Business Associates under 45 C.F.R. § 160.402(c), who are considered Subcontractors when they have access to Plan PHI.
- D. **Assignment**: Contractor shall not assign or transfer any right or interest in this BAA. Any attempt by Contractor to assign or transfer any right or interest in this BAA is void and has no effect.
- E. **Forum**: The laws of the State of North Carolina shall govern this BAA and any and all interpretations of this BAA. The venue for any claim, demand, suit, or cause of action shall be in the state and federal courts located in North Carolina.
- F. **Hybrid Entity**: HIPAA defines a Hybrid Entity as one that uses or discloses PHI for only a part of its business operations. DST has taken the designation of a Hybrid Entity because it includes the Plan as a division. In addition to the Plan, the Covered Health Components of DST include: the Office of State Treasurer; the Information Technology Division; and the Financial Operations Division.
- G. **Indemnification**: Any Breaches of HIPAA or this BAA shall be subject to the indemnification clause found in the “General Terms and Conditions” of the Contract.
- H. **Regulatory References**: Any reference in this BAA to a federal or state statute or regulation (whether specifically or generally) means that statute or regulation which is in effect on the date of any action or inaction relating to the BAA section which refers to such statute or regulation.
- I. **Stricken Provisions**: In the event any portion of this BAA is determined by a court or other body of competent jurisdiction to be invalid or unenforceable, that portion alone will be deemed void, and the remainder of the BAA will continue in full force and effect.
- J. **Termination of BAA**: Except as otherwise provided below, either Party shall have the right to terminate the Contract if either Party determines that the other Party has violated any material term of this BAA. Upon either Party’s belief of a material breach of this BAA by the other Party, the non-breaching Party:
1. Shall give written notice of its belief that a material breach has occurred within a reasonable time after forming that belief. The non-breaching Party shall provide a reasonable opportunity for the

breaching Party to cure the breach or end the violation and, if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party, the non-breaching Party may exercise such rights as are specified in the Contract; or

2. May immediately exercise such rights as are specified in the Contract if the breaching Party has breached a material term of this BAA and cure is not possible; or
3. Shall report the violation to the Secretary of DHHS if neither termination nor cure is possible. The Plan shall abide by federal reporting regulations.

K. **Conflict of Terms:** In the case of a conflict between specific provisions of Attachment L and the Parties' Business Associate Agreement (BAA) regarding any State data that is not PHI, Attachment L shall control to the extent of a conflict. In the case of a conflict between specific provisions of Attachment L and the Business Associate Agreement regarding State Data that is PHI, or any other information that is PHI, the Business Associate Agreement shall control to the extent of the conflict and allow for compliance with HIPAA and HITECH.

## II. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- A. Contractor acknowledges and agrees that all PHI created, maintained, transmitted, received, or used by Contractor in relation to the Contract shall be subject to this BAA. This obligation to protect Plan Member privacy and to keep such PHI confidential survives the termination, cancellation, expiration, or other conclusion of the BAA as set forth below.
- B. Contractor agrees it is aware of and will comply with all provisions of HIPAA that are directly applicable to Business Associates.
- C. Contractor shall use or disclose any PHI solely as would be permitted by HIPAA if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in the Contract, or any other agreements between the Parties evidencing their business relationship; or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this BAA, the Contract (if consistent with this BAA and HIPAA), or HIPAA. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements.
- D. Contractor shall develop, document, implement, maintain, and use appropriate administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of PHI, and to protect the integrity, availability, and confidentiality of that PHI. The safeguards that Contractor implements shall meet the requirements set forth by DHHS including, but not limited to, any requirements set forth in HIPAA and North Carolina state law as applicable.
- E. Contractor shall implement security policies and procedures and provide the Plan's HIPAA Privacy Officer ("PO") with a copy of such.

- F. Contractor agrees that if it enters into an agreement with any agent or Subcontractor, under which PHI could or would be disclosed or made available to the agent or Subcontractor, Contractor shall have an appropriate BAA that conforms to applicable law and is consistent with this BAA. The terms of a BAA that Contractor enters into with its agent or Subcontractor shall meet or exceed the protections of this BAA. The BAA shall be in place with the agent or Subcontractor before any PHI is disclosed or otherwise made available to the agent or Subcontractor.
- G. Contractor shall disclose to the Plan a list of any and all agents or Subcontractors who will have access to or use of PHI on behalf of the Contractor for the benefit of the Plan. These disclosures shall be made prior to or upon signing this BAA. Any subsequent changes or additions to this list must be approved in writing by the Plan prior to any new agent or Subcontractor being provided access to PHI on behalf of the Plan.
- H. If Contractor provides PHI created, maintained, transmitted, or received by the Plan to any agent or Subcontractor, the agent or Subcontractor shall agree that with respect to such information, the same or greater restrictions and conditions that apply through this BAA to Contractor shall also apply to the agent or Subcontractor.
- I. Contractor shall obtain and document “satisfactory assurances” of any agent or Subcontractor to whom it provides PHI on behalf of the Plan through a written contract or other agreement with Contractor that meets the requirements of 45 C.F.R. § 164.504(e).
- J. Contractor agrees that if and to the extent it conducts in whole or part Standard Transactions on behalf of the Plan, Contractor shall comply, and shall require any and all agents or Subcontractors involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Parts 160 and 162 and the HITECH Act as if they were the Plan. Contractor shall not enter into (or permit its agents or Subcontractors to enter into) any trading partner contracts in connection with the conduct of Standard Transactions for or on behalf of the Plan that:
1. Changes the definition, data condition, or use of data element or segment in a Standard Transaction;
  2. Adds any data element or segment to the maximum defined data set;
  3. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification;  
or
  4. Changes the meaning or intent of the Standard Transaction’s implementation specification.
- K. If Contractor receives a request for access to inspect or obtain a copy of PHI in a Designated Record Set from a Plan Member or representative of the Plan Member, Contractor shall alert the Plan of such request within three business days. At the request of the Plan and in a reasonable time and manner, Contractor shall provide access to PHI in a Designated Record Set (to the extent Contractor maintains PHI in a Designated Record Set) to the Plan, or (as directed by the Plan) to an individual or an individual’s personal representative, for inspection and copy in order to meet obligations under 45 C.F.R. § 164.524. This paragraph applies only to PHI that is in Contractor’s care, custody, or control.

- L. At the request of the Plan or an individual or that individual's Personal Representative and in the time and manner requested, Contractor shall make any amendment(s) to PHI in a Designated Record Set (to the extent Contractor maintains PHI in a Designated Record Set) that the Plan directs or agrees to pursuant to 45 C.F.R. § 164.526. This paragraph applies only to the PHI that is in Contractor's care, custody, or control.
- M. Contractor agrees that the Plan shall have the right to audit its policies, procedures, and practices related to the use and disclosure of the Plan's PHI.
- N. Contractor shall provide the Plan with copies of all policies, procedures, and practices related to the use and disclosure of Plan PHI prior to or upon execution of this BAA.

### **III. BREACH NOTIFICATION REQUIREMENTS**

- A. Upon discovery by Contractor of a suspected or actual Breach of Unsecured PHI, Contractor must notify the Plan's PO, in writing, within three business days. For purposes of this section, "discovery" means having obtained knowledge in any manner from any source and in any form, including from an agent or Subcontractor. This notice does not need to be a final report but must inform the Plan's PO of an approximate number of individuals affected by the Breach, whether there is an ongoing risk of improper disclosure, and what steps are being taken to mitigate the Breach and/or ongoing risk of disclosure. See "Exhibit A" for the contact information for the Plan's PO.
- B. Contractor is not required to report Unsuccessful Security Incidents. For purposes of this BAA, an "Unsuccessful Security Incident" is defined as a ping or other broadcast attack on Contractor's firewall, a port scan, an unsuccessful log-on attempt, a denial of service attack, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, use, or disclosure of PHI.
- C. Upon discovery of an acquisition, access, use, or disclosure of PHI not authorized by the HIPAA Rules, Contractor shall conduct any risk assessment necessary to determine whether such acquisition, access, use, or disclosure was a Breach and whether notification is required. Contractor will maintain any related records in accordance with Contractor's internal policies and procedures and the applicable provisions of the Breach Notification Rule as interpreted by Contractor. The risk assessment must consider the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; the unauthorized person who used the PHI or to whom the disclosure was made; whether the PHI was actually acquired or viewed; and the extent to which the risk to the PHI has been mitigated. The risk assessment must be thorough, conducted in good faith, and reach a reasonable conclusion. Contractor shall provide the Plan with a final signed copy of the risk assessment or report within three business days of its completion, no later than ten business days after discovery of the unauthorized acquisition, access, use, or disclosure (unless otherwise agreed to by the Plan's PO).
- D. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this BAA or HIPAA.
- E. Contractor shall submit a formal report to the Plan's PO without unreasonable delay, but no later than ten business days after discovery. The formal report shall include, to the extent possible, the following:

1. A brief description of what happened (identify the nature of the non-permitted use or disclosure), including the date of the Breach, the date of the discovery of the Breach, and the date the Breach was reported to the Contractor's Privacy Officer;
  2. A description of the nature of the Unsecured PHI that was involved in the Breach (e.g., Plan Member's full name, Social Security number, date of birth, home address, account number, etc.);
  3. Identify who made the non-permitted use or disclosure;
  4. Identify the recipient(s) of the non-permitted use or disclosure;
  5. A description of what Contractor did or is doing to investigate the Breach;
  6. A description of what Contractor did or will do to mitigate risks, harmful effects, and losses of the non-permitted use or disclosure;
  7. Identify what corrective action Contractor took or will take to prevent and protect against further Breaches;
  8. Identify the steps Plan Members should take to protect themselves from potential harm resulting from the Breach;
  9. Contact procedures for Plan Members to ask questions of or learn additional information from the Contractor, which shall include a toll-free telephone number, e-mail address, Web site, or postal address; and
  10. Provide such other information related to the Breach as the Plan may reasonably request.
- F. If Contractor determines that a Breach of Unsecured PHI has occurred, Contractor shall provide written notice, on behalf of the Plan, without unreasonable delay, but no later than thirty days following the date the Breach of Unsecured PHI is or reasonably should have been discovered by Contractor, or such later date as is authorized under 45 C.F.R. § 164.412, to:
1. each individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed as a result of the Breach;
  2. the media, to the extent required under 45 C.F.R. § 164.406; and
  3. the Secretary, to the extent required under 45 C.F.R. § 164.408.
- G. Contractor shall send notices to individuals using the last known address of the individual on file with Contractor unless the individual has agreed to electronic notice as set forth in 45 C.F.R. § 164.404. If the notice to any individual is returned as undeliverable, Contractor shall alert the Plan, and take such action as is required by the Breach Notification Rule.
- H. Contractor shall be responsible for the drafting, content, form, and method of delivery of each of the notices required to be provided by Contractor under this section. Contractor shall comply, in all respects, with 45 C.F.R. § 164.404 and any other applicable notification provisions of the Breach

Notification Rule, including without limitation 45 C.F.R. Part 164 Subpart D, Section 13402 of the HITECH Act, and applicable state law, as interpreted by Contractor.

- I. Contractor's notices must be reviewed and approved by the Plan's PO before being sent to Plan Members, published to the media, or otherwise made public to any person or entity that is not a Party to this BAA.
- J. Any notices required to be delivered by Contractor shall be at the expense of Contractor.
- K. Contractor shall provide to the Plan or an individual, in the reasonable time and manner requested by the PO, information collected in accordance with Section III of this BAA, to permit the Plan to respond to a request by an individual or that individual's Personal Representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- L. Contractor shall provide the Plan with an annual report of all suspected or actual Breaches of Unsecured PHI by Contractor, and by any agent or Subcontractor of Contractor within sixty days of January 1 of the year following the Breaches.

#### **IV. ACCOUNTING FOR DISCLOSURES AND SALE OF DATA**

- A. If applicable, Contractor shall comply with the HITECH Act provisions regarding accounting for disclosures of PHI and Electronic Health Records ("EHR").
- B. Contractor shall comply with the prohibition on the sale of PHI and EHR set forth in 42 U.S.C. § 17935(d).
- C. Contractor shall not sell PHI or any derivation thereof, including deidentified data, without the express written approval of the Plan.
- D. Contractor shall use and disclose PHI for Marketing purposes only as expressly directed by the Plan, and in accordance with 42 U.S.C. § 17936(a).
- E. Contractor agrees that the Plan shall review all Marketing materials given to, prepared, or assembled by Contractor prior to its disclosure in order to meet obligations under the HITECH Act, Title XIII, Subtitle D, Section 13406, and 45 C.F.R. §§ 164.501, 164.508, and 164.514.

#### **V. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

- A. Except as otherwise limited in this BAA, Contractor may use or disclose PHI on behalf of, or to provide services to, the Plan as described in RFP # 270-20260216PBMS, Actuarial/Analytical and Health Benefits Consulting Services.
- B. Except as otherwise limited in this BAA, Contractor may use PHI for the proper management and administration of the Contract or to carry out the legal responsibilities of Contractor. Contractor may use or disclose PHI as required by law.

- C. Including all disclosures permitted or required by law, any use or disclosure of PHI or data derived from PHI (including De-Identified Data and Limited Data Sets) not related to the Contractor fulfilling its obligations to the Plan under the Contract shall be reported to the Plan in writing within thirty days. Such notice shall include information about what data was used or disclosed, for what purpose the data was used or disclosed, the date(s) the data was used or disclosed, and any other information reasonably requested by the Plan.
- D. Except as otherwise limited in this BAA, Contractor may disclose PHI for the proper management and administration of the Contract; if disclosures are required by law; or if Contractor obtains reasonable assurances by means of a written agreement from the person or entity to whom the information is disclosed that it shall remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the entity. The person or entity must notify Contractor of any instances it is aware of that the confidentiality of the information has been Breached.
- E. To the extent provided for under the Contract, and except as otherwise limited in this BAA, Contractor may use PHI to provide Pharmacy Benefit Management services to the Plan as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- F. Contractor may use PHI to report violations of law to appropriate federal and state authorities, as permitted by 45 C.F.R. § 164.502(j)(1).
- G. Contractor shall make its 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 Contractor on behalf of the Plan—available to the Plan, or to the Secretary, in a time and manner requested or designated by the Secretary or the Plan, for purposes of determining the Plan's and Contractor's compliance with HIPAA.
- H. If an individual or an individual's personal representative requests an accounting of disclosures of PHI (in accordance with 45 C.F.R. § 164.528), Contractor shall provide documentation of disclosures of PHI (and information related to such disclosures) in the same manner as would be required of the Plan. Contractor shall alert the Plan of any such request within ten business days of its receipt.
- I. As required by 45 C.F.R. § 164.502(b), Contractor shall limit the use, disclosure, or request of PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request if performing any function or act on behalf of the Plan.
- J. Contractor shall be in compliance with the HIPAA minimum necessary provision, 45 C.F.R. § 164.502, if it limits its uses, disclosures, or requests of PHI to a limited data set to the extent practicable or, if needed, to the minimum necessary to accomplish an intended purpose.
- K. The Minimum Necessary Standard does not apply to such uses, disclosures, and requests set forth in 45 C.F.R. § 164.502(b)(2).
- L. Contractor is prohibited from receiving direct or indirect remuneration (subject to certain enumerated exceptions) in exchange for any PHI of a Plan Member, unless a valid authorization has been obtained from the Plan Member in accordance with 45 C.F.R. § 164.508. A valid authorization includes, in

accordance 45 C.F.R. § 164.508, a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Plan Member.

## **VI. OBLIGATIONS OF THE PLAN**

- A. The Plan shall notify Contractor of any limitation(s) in the Plan's notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI.
- B. The Plan shall notify Contractor of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure of PHI.
- C. The Plan shall notify Contractor of any restriction to the use or disclosure of PHI that the Plan has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.
- D. The Plan shall not request that Contractor use or disclose PHI in any manner that would be impermissible by the Plan under HIPAA, except to the extent that this BAA and the Contract permit Contractor to use PHI to provide Pharmacy Benefit Management services to the Plan.

## **VII. TRANSITION, RETENTION, AND DESTRUCTION OF RECORDS AND DATA**

- A. **Transition of Records and Data:** Upon termination, cancellation, expiration, or other conclusion of the Contract, Contractor shall assist the Plan, upon written request, in transitioning all PHI to the Plan or other entity designated by the Plan in a format determined by the Plan.
- B. **Retention, Destruction, and Return of non-PHI Records and Data:** Contractor and its agents or Subcontractors shall retain all documentation, including documentation in electronic form, required under 45 C.F.R. § 164.530(j)(1) for a minimum of six years from the date of its creation or the date when it last was in effect, whichever is later, as required by 45 C.F.R. § 164.530(j)(2). However, the records may not be destroyed if audits or litigation are pending or reasonably anticipated.
- C. **Return or Destruction of PHI:** Within a reasonable time after termination, cancellation, expiration, or other conclusion of the Contract, Contractor and its agents or Subcontractors shall:
  - 1. Return to the Plan or destroy any and all PHI, in whatever form or medium (including any electronic medium under Contractor's and its agents' or Subcontractors' custody or control), that Contractor and its agents or Subcontractors created or received while carrying out a function on behalf of the Plan. Such return or destruction shall occur within a reasonable time period after the termination, cancellation, expiration, or other conclusion of the Contract as agreed to by the Parties. If the Parties cannot mutually agree upon a reasonable time period for such return or destruction, Contractor and its agents or Subcontractors shall return or securely destroy all Plan PHI no later than 90 days after the termination, cancellation, expiration, or other conclusion of the Contract. The Plan will communicate such time period to Contractor in a Contract closeout letter.
    - a. **Guidelines for Destruction:** Contractor and its agents or Subcontractors shall destroy PHI in accordance with the approved methods outlined by the National Institute of

Standards and Technology (NIST) Special Publication 800-88 Revision 1, or the most current subsequent update.

- b. Certificate of Data Sanitization: No later than thirty days after all PHI has been destroyed, an authorized representative of Contractor and its agents or Subcontractors with knowledge of the data destruction shall complete, sign, and return to the Plan an attestation of destruction supplied by the Plan. Contractor shall return the signed attestation by email to the Senior Manager of Contracting, or designee.

## **VIII. SECURITY OF PHI**

- A. Contractor shall comply with the provisions of 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 relating to implementation of administrative, physical, and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA Covered/Hybrid Entity.
- B. Contractor shall obtain security-related written assurances from HIPAA covered Subcontractors by way of business associate agreements conforming to applicable law and consistent with the terms under this BAA.
- C. Contractor shall implement and maintain policies and procedures for compliance with the Security Rule.
- D. Contractor shall follow all documentation and maintenance requirements under the Security Rule.
- E. Contractor shall also comply with any additional security requirements contained in the HITECH Act that are applicable to a HIPAA Covered/Hybrid Entity.

## **IX. SURVIVAL OF OBLIGATION TO PROTECT PHI**

- A. If return or destruction of any PHI is not feasible after termination, cancellation, expiration, or other conclusion of the Contract, Contractor shall extend the protections of this BAA to the PHI retained, and limit its further use or disclosure of such PHI to those purposes that make return or destruction of that information infeasible.
- B. Contractor shall Sign an attestation as to why the PHI cannot be returned or destroyed, and affirm in writing that the protections of this BAA will be indefinitely extended to the retained PHI.
- C. If destruction of the retained PHI occurs at any point after Contractor has stated that return or destruction of PHI is not feasible, Contractor shall provide the Plan with an attestation of destruction which will include the date(s) of destruction, method(s) of destruction, and the reason(s) for destruction.

**[SIGNATURE PAGE FOLLOWS]**

Proposal Number: **270-20260216PBMS**

Vendor: \_\_\_\_\_

The Plan and Contractor have executed this Business Associate Agreement in two originals, one of which is retained by Contractor, and one by the Plan.

**North Carolina State Health Plan for Teachers and State Employees**

By: Thomas Friedman

Signature: \_\_\_\_\_

Title: Executive Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal Number: **270-20260216PBMS**

Vendor: \_\_\_\_\_