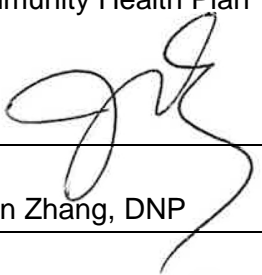


**11. Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this BA Agreement, the HITECH Act, or HIPAA will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

**12. Incorporation.** Any provision now or hereafter required to be included in this Agreement by applicable state and federal law, including without limitation HIPAA and the HITECH ACT, or by the DHHS or Center for Medicare and Medicaid Services, shall be binding upon and enforceable against the parties and shall be deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement or the Services Agreement.

**12. Application.** Notwithstanding anything in this Agreement to the contrary, this Agreement shall apply only if Business Associates is a "business associate" as defined by HIPAA. Business Associate does not, by signing this Agreement, concede it is a business associate.

**IN WITNESS WHEREOF,** Covered Entity and Business Associate execute this Agreement to be effective on the last date written below, or, if no date is inserted, the Execution Date of the other Agreement referenced above (the "Effective Date").

_____	<u>CCHP</u>
Business Name	Chinese Community Health Plan
SIGNATURE: _____	SIGNATURE: 
PRINT NAME: _____	NAME: Jian Zhang, DNP
TITLE: _____	TITLE: Chief Executive Officer
ADDRESS: _____	ADDRESS: 445 Grant Avenue Ste. 700
_____	San Francisco, CA 94108
DATE: _____	DATE: _____
Tax ID # _____	