

## BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement (“BA Agreement”) is entered into as of and is in effect as of \_\_\_\_\_ (“Effective Date”) by and between Chinese Community Health Plan, a California for profit corporation (“Covered Entity” or “CE”) and \_\_\_\_\_ (“Business Associate” or “BA”).

### RECITALS

- A. CE provides certain Protected Health Information (as defined below and referred to herein as “PHI”) to BA in the course of the parties’ business relationship.
- B. In order to protect the privacy of the PHI and to comply with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws (each as defined below), CE and BA desire to enter into this BA Agreement setting forth the terms and conditions of the use and disclosure of such PHI.

In consideration of the mutual promises set forth below, the parties agree as follows:

### ARTICLE I: DEFINITIONS

- 1.1 **General Rule**. Capitalized terms not otherwise defined in this BA Agreement shall have the same meaning as those terms have in the HIPAA Regulations.
- 1.2 **HIPAA** means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended by the HITECH Act.
- 1.3 **HIPAA Regulations** means the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule, and the Breach Notification Rule, as currently in effect and as modified from time to time.
- 1.4 **HITECH Act** means Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), which is Title XIII of the American Recovery and Reinvestment Act of 2009, P.L. 111-5.
- 1.5 **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and E, as currently in effect and as modified from time to time.
- 1.6 **Protected Health Information or “PHI”** shall have the meaning given to the term “Protected Health Information” under the Privacy Rule.
- 1.7 **Breach Notification Rule** means the Standards for Notification in the Case of Breach of Unsecured Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and D, as currently in effect and as modified from time to time.
- 1.8 **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and C, as currently in effect and as modified from time to time.

5.10 **Notices**. All notices required or permitted to be given under this BA Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by nationally recognized overnight delivery service, or by registered or certified mail, postage prepaid, addressed as follows:

If to CE:

Title: General Counsel  
Address: 445 Grant Avenue, Suite 700  
San Francisco, CA 94108

If to BA:

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

Notice shall be deemed to have been given upon transmittal thereof as to those personally delivered, upon the first day after mailing as to those sent by nationally recognized overnight delivery service, and upon the third day after mailing as to those sent by United States Mail. The above addresses may be changed by giving notice in the manner provided for above.

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IN WITNESS WHEREOF, the parties hereto have duly executed this BA Agreement as of the Effective Date.

**CE**

By: 

Name: Lawrence Loo, MPH

Title: Chief Executive Officer

**BA**

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

Name: \_\_\_\_\_

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