BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective as of the date fully executed (the "Agreement Effective Date") by and between _____,
Business Associate ("BA") and **Loma Linda University Health Care,** Covered Entity ("CE") (each a "Party" and collectively the "Parties") supplements and is made a part of any and all contracts that the Parties have entered, and/or in the future will enter, into the performance of which will require BA to receive protected health information ("PHI") from, or create or receive on behalf of CE.

RECITALS

A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

D. Pursuant to the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 CFR 164.308 (Administrative Safeguards); 45 CFR 164.310 (Physical Safeguards); 45 CFR 164.312 (Technical Safeguards); 45 CFR 164.316 (Policies and Procedures and Documentation Requirements); and 42 USC Section 17932 (security breach reporting requirement), in the same manner as they apply to a Covered Entity under HIPAA. BA shall also comply with additional or modified requirements set forth in any Annual Guidance published by the Secretary and with the additional requirements of the HITECH Act that relate to the security of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1) Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the HIPAA Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH, as and when amended from time to time.

a) **Breach** shall have the meaning given to such term under the HIPAA Regulations and the HITECH Act, and as described in California Civil Code Section 1798.82. [42 U.S.C. Section 17921 & 45 C.F.R. Section 164.402].

b) **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and 45 C.F.R. Section 160.103.

c) **Compliance Date** shall mean, with respect to any applicable provision in this Agreement, the latter of the date by which compliance with such provision is required under HITECH and the effective date of this Agreement.

d) **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e) **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f) **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

h) **Electronic Protected Health Information or EPHI** means Protected Health Information that is maintained in or transmitted by electronic media. (45 C.F.R. Section 164.103).

i) **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j) **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164

k) **Individual** shall have the same meaning given to such term in 45 C.F.R. 160.103.

l) **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

m) **Protected Health Information or PHI** means any information created or received by BA from or on behalf of CE, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R Section 160.103. Protected Health Information includes Electronic Protected Health Information.

n) **Protected Information** shall mean PHI or EPHI provided by CE to BA or created or received by BA on CE's behalf.

o) **Secretary** means the Secretary of the U.S. Department of Health and Human Services

p) **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as defined under 45 C.F.R. Section 164.304.

q) **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

r) **Subcontractor** shall have the meaning given to such term under 45 C.F.R. Section 160.103.

s) **Unsecured PHI** shall have the meaning given to such term under HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

2) Obligations and Activities of the Business Associate and its Subcontractors or Agents

a) **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract or as permitted under the Contract and Agreement. BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, as required by law, or (iii) for Data Aggregation purposes for the Health Care Operations of CE.

b) **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract or as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; or (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

c) **Limited Data Set and Minimum Necessary.** BA shall limit its use, disclosure, or request of Protected Information to a Limited Data Set as defined by the Privacy Rule (45 C.F.R. § 164.514(e)(2)), or if a Limited Data Set is not practicable, to the Minimum Necessary to accomplish the intended purpose of such use, disclosure, or request.

d) **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by CE. Notwithstanding any other provision in this Addendum, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising

or marketing purposes, except as provided under the Contract and consistent with the requirements of 42 U.S.C. 17936; (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and authorization from the subject of the PHI as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(1) and (2), or unless an exception specified in regulations published by the Secretary applies.

e) **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, BA creates, receives, maintains, or transmits on CE's behalf, in accordance with 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. In accordance to 45 C.F.R. Section 164.316, BA shall maintain comprehensive written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or other requirements of the Privacy Rule and applicable provisions of the Security Rule. BA shall provide appropriate training for its workforce on the requirements of the HIPAA regulations as those regulations affect the proper handling, use, confidentiality and disclosure of the Covered Entity's PHI. Such training will include specific guidance relating to sanctions against workforce members who fail to comply with security policies and procedures and the obligations of the BA under this Agreement.

f) **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any successful unauthorized access, use, disclosure, modification or destruction of Protected Information not permitted by the Contract and this Agreement of which it becomes aware without unreasonable delay but in no case later than five (5) business days. For Breach of Unsecured PHI refer to Section 2.M. herein. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

g) **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents, including subcontractors that create, receive, maintain, or transmit Protected Information on behalf of the BA, agree in writing to the same restrictions, conditions, and requirements that apply to BA with respect to such information and implement the safeguards required by paragraph e above with respect to Electronic PHI [45 C.F.R. Sections 164.502(e)(1)(ii), 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

h) **Access to Protected Information.** To the extent BA maintains a Designated Record on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule and California law, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)] (Cal. Health & Safety Code §123110(b)). If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e). If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

i) **Amendment of PHI.** To the extent BA maintains a Designated Record on behalf of the CE, within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

j) **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c). BA Agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected

Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2(b) of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

k) **Governmental Access to Records.** BA shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of Protected Information and the security of EPHI, received from, or created or received by BA on behalf of CE, available to the Secretary or its agents for purposes of determining BA's or CE's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Except to the extent prohibited by law, BA agrees to notify CE of any request by the Secretary for Protected Information of CE, and to provide CE with a copy of any Protected Information that BA provided to Secretary within five (5) days of doing so.

l) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m) **Notification of Security Incidents and Breaches.** BA, following the discovery of a Security Incident, including any Breach of Unsecured PHI, BA shall notify CE's Corporate Compliance Office of the Security Incident and/or Breach as soon as practicable and without unreasonable delay, but in no case later than three (3) business days after such Security Incident and/or Breach is discovered by BA, in the manner described or defined by the HIPAA Rules and in accordance with California Health & Safety Code § 1280.15 and California state breach notification law SB 541.

Security Incidents and/or Breaches are to be reported in writing to the Corporate Compliance Office by Fax at (909) 651-4213. The Corporate Compliance Office may also be reached by phone at (909) 651-4200.

A Breach shall be treated as discovered by the BA as of the first day on which the Breach is known to the BA or, by exercising reasonable diligence, would have been known to any person, other than the person committing the Security Incident/Breach, who is an employee, officer, or other agent or subcontractor of the BA. BA shall (i) take immediate corrective action to cure the Breach, (ii) take any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations, and (iii) reimburse CE for the actual costs of CE to provide required notifications with respect to any breach of PHI by BA, its agents or subcontractors, and any associated costs incurred by CE, such as postage, alternative means of notice, media notification, credit monitoring services for affected patients, and including any civil or criminal monetary penalties or fines levied by any federal or state authority having jurisdiction if CE reasonably determines that the nature of the breach warrants such measures.
BA shall provide to the CE, to the extent possible (and subsequently as the information becomes available), the identification of each individual whose Unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used, or disclosure during the Security Incident and/or Breach. In addition, BA shall provide the CE with any of the following information that the CE is required to include in notification to the individual under 45 C.F.R. Section 164.404(c): (i) the date of the Breach, (ii) the date of the discovery of the Breach, (iii) a description of the types of PHI that were involved, and (iv) any other details necessary to complete an assessment of the risk of harm to the Individual.[42 U.S.C. Section 17932(b); 45 C.F.R. Section 164.410]

n) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o) **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information, in written or electronic form, pursuant to this Agreement for the purpose of determining whether BA has complied with this

Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. BA will correct any violation of this Agreement found by CE and will certify in writing that the correction has been made. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days or learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights which concerns the use or disclosure of Protected Information pursuant to this Agreement.

p) **Mitigation.** BA agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to BA from any use or disclosure of PHI by BA that is not authorized by this Agreement. BA further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to BA from any Security Incident or, after a reasonable investigation, would be known to BA.

3) Obligations and Activities of the Covered Entity

CE agrees that it will: (1) not make any disclosure of Protected Information to BA if such disclosure would violate HIPAA Rules, HITECH, or any applicable federal or state law or regulation; (2) not request BA to use or make any disclosure of Protected Information in any manner that would not be permissible under HIPAA Rules, HITECH, or any applicable federal or state law or regulation if such use or disclosure were done by CE; and (3) limit any disclosure of Protected Information to BA, to the extent practicable, to the Limited Data Set of such Protected Information, or, if the disclosure of Protected Information that is not in a Limited Data Set is necessary for BA's performance of the Services, to limit the disclosure of such Protected Information to the minimum necessary to accomplish the intended purpose of such disclosure, provided, however, that the requirements set forth above in this subsection shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(l)(B)) on and after its Compliance Date.

4) Termination

a) **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE shall have the option to either: (i) provide an opportunity for BA to cure the breach or end the violation within the time specified by CE; and, if BA does not cure the breach or end the violation within the time specified by CE, CE may terminate the Contract and this Agreement; or (ii) If CE reasonably determines that cure is not possible, CE may immediately terminate the Contract and this Agreement.

b) **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws.

c) **Effect of termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, promptly return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall: (i) retain only that Protected Information which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities, (ii) continue to extend the safeguards listed on Section 2 of this Agreement and Subpart C of 45 C.F.R. Part 164 to such information, (iii) limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible, and (iv) report to CE in writing of any successful unauthorized access, use, disclosure, modification or destruction of Protected Information not permitted by the Contract and this Agreement of which it becomes aware without unreasonable delay but in no case later than five (5) days. [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

5) Insurance and Indemnification

a) **Insurance.** In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the Breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

b) **Indemnification.** To the extent permitted by law and in addition to any indemnification obligations undertaken by BA under the parties Contract for services, BA shall indemnify, defend and hold harmless CE and its respective employees, directors, officers, subcontractors, agents and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by CE arising from or in connection with any breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by BA or by its employees, directors, officers, subcontractors, or agents. This provision shall survive the termination of this Agreement.

6) Disclaimer

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

7) Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA, the HIPAA Regulations, and the HITECH Act relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures (including but not limited to review of training procedures for BA's staff) and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Agreement.

8) Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

9) Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

10) No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11) Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

12) Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's Protected Information shall survive the termination of the Contract or this Agreement.

13) Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the regulations promulgated thereunder, as amended from time to time.

14) Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act, Cal. Civil Code §56, et seq. ("CMIA"). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

15) Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by nationally recognized overnight delivery service, by registered or certified mail, postage prepaid, by confirmed fax, or by other electronic means, provided that delivery can be confirmed, addressed as shown below:

IN WITNESS WHEREOF, the parties hereto acknowledge and warrant that they have the authority to bind and have duly executed this Agreement as of the Agreement Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY** **Loma Linda University Health Care**
_____	_____
Signature	Signature
Print Name:	Print Name:
Title:	Title:
Date:	Date:
Address: City: State, Zip Code: Phone: Fax:	Address: City: State, Zip Code: Phone: Fax: