

Central City Community Health Center, Inc.
PRIVACY AND SECURITY OF
PROTECTED HEALTH INFORMATION

AGREEMENT

THIS CONFIDENTIALITY OF HEALTH INFORMATION AGREEMENT (The “Agreement”) is made and entered into this _____, 2017 by and between **Central City Community Health Center, Inc.** (THE “Clinic”) and _____. (The “Business Associate”) who is duly qualified and license to do business in the State of California. This Agreement is effective upon full execution and amends and is made part of any existing Services Agreement previously entered into between Business Associate and Plan.

RECITALS

WHEREAS, the **Central City Community Health Center, Inc.** is a license Non-profit clinic in California (the Service Agreement”); and,

WHEREAS, during the course of this business relationship, **Central City Community Health Center, Inc.** will provide certain health information (hereafter, “Protected Health Information”) relating to its Member of **Central City Community Health Center, Inc.** to Business Associate; and,

WHEREAS, the parties desire to enter into this Agreement to ensure that confidentiality of such health information is protected and that such health information is not used in an inappropriate manner pursuant to California laws and regulations and the privacy provision of federal health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 201 et seq.), and its implementing regulation (45 C.F.R. Parts 160-164);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

WHENEVER USE IN THIS Agreement, the following capitalized terms shall have definitions contained in this section.

- 1.0 A “business Associate” is a person or entity to whom a Covered Entity discloses Protected Health Information so the person or entity can carry out, assist with the performance of, or perform on behalf of, a function or activity for the Covered Entity. This includes any agent, contractor or sub-contractor of a Business Associate which receives Protected Health Information.
- 1.1 A “Covered Entity” is a Health Plan, a Health Care clearinghouse and all Health Care Providers that disclosed or used Protected Health Information, whether in electronic or paper form.
- 1.2 “DHHS” is the United State Department of Health and Human Services.

- 1.3 “Designated Record Set” is a group of records under the control of the Covered Entity from which information is retrieved by the name of the individual or by some identifying number, symbols or other identifying means assigned to the individual, and which is used by the Covered Entity to make decisions about the individual. Designated Record Sets shall include medical records and billing records, a correspondence system, a complaint system or an event tracking system, if decisions about individual are made, in whole or in part, based on information in these systems.
- 1.4 “Disclosure” is the release, transfer, provision of access to, or divulging in any other manner of information outside the Covered Entity holding the information.
- 1.5 “Electronically Transmitted Information” includes:
 - 1.5.1 Information exchanged with a computer using electronic media, even when the information is physically moved from one location to another using magnetic or optical media, such as using floppy disc.
 - 1.5.2 Transmission over the Internet, extranet, leased lines, dial-up lines, and private networks.
 - 1.5.3 Telephone voice response and “faxback,” i.e., a request for information from a computer made by voice or telephone keypad input with the requested information returned as a fax.
- 1.6 “Electronically Maintained Health Information” is information that is stored by a computer or any electronic medium from which it may be retrieved by a computer. These include electronic memory chips, magnetic tape, magnetic disc, or compact disc optical media.
- 1.7 “Health Care Operations” are activities compatible with and directly related to diagnosis and treatment and payment provided by or on behalf of a Health Plan or Providers for the purpose of carrying out the management functions necessary for the support of treatment or payment. Health Care Operations include the following services:
 - 1.7.1 Consultation about diagnosis or treatment.
 - 1.7.2 Referrals to other providers.
 - 1.7.3 Submission of claims to payors.
 - 1.7.4 Reviewing the competence or qualifications of health care professionals, evaluating Provider performance, reviewing Health plan performance, conducting training programs, accreditation, certification, licensing or credentialing activities.
 - 1.7.5 Insurance rating and other insurance activities relating to the renewal of a contract, including underwriting, experience rating, and reinsurance, only when the individuals are already enrolled in the plan conducting such activities.
 - 1.7.6 Conducting or arranging for auditing services, including fraud and abuse detection and compliance program.
 - 1.7.7 Compiling and analyzing information in anticipation of, or for use in, civil or criminal legal proceedings.

- 1.8 A “Health Care Provider” is a provider of health care services and any other person or entity which furnishes bills or is paid for health care services or supplies in the normal course of business.
- 1.9 “HIPAA” is a federal Health Portability and Accountability Act of 1996 as amended (42 U.S.C.201 et seq.)
- 1.10 HIPAA Security and Privacy Regulations” are rules and regulations (45 C.F.R Parts 160 and 164) implementing the HIPAA provisions.
- 1.11 A “Health Claims Attachment” is the transmission of health care service information, such as subscriber, patient, demographic, diagnosis, or treatment data for the purpose of a request for review, certification, notification, or reporting the outcome of a health care services review.
- 1.12 “Individually Identifiable Health Information” is health information that can be used directly or indirectly to identify an individual or therein a reasonable basis to believe the information can be used to identify an individual. Individual Health Information that is de-identified is not subject to the provision of this Agreement. Individual Health Information may be de-identified if all of the following data elements are removed:
 - 1.12.1 Name
 - 1.12.2 Address, including street address
 - 1.12.3 City
 - 1.12.4 County, Zip code or equivalent geo codes
 - 1.12.5 Names of relative and employers
 - 1.12.6 Birth Date
 - 1.12.7 Telephone and fax numbers
 - 1.12.8 E-mails addresses
 - 1.12.9 Social Security number
 - 1.12.10 Medical records number
 - 1.12.11 Health plan beneficiary number
 - 1.12.12 Account number
 - 1.12.13 Certificate/license number
 - 1.12.14 any vehicle or other device serial number
 - 1.12.15 Web URL
 - 1.12.16 Internet Protocol (IP) address
 - 1.12.17 Finger or voice prints
 - 1.12.18 Photographic image
 - 1.12.19 Any other unique identifying number, characteristic, or code that the Covered Entity has reason to believe may be available to an anticipated recipient of the information.
- 1.13 “Member” is an eligible Member of **Central City Community Health Center, Inc.**
- 1.14 “Privacy Regulations” are the HIPAA regulations relating to privacy of PHI, as contained in 45 C.F.R Part 164.
- 1.15 “Protected Health Information” (PHI) is any information, whether oral or recorded in any form or medium, that is created or received by Health Care Clearinghouse.” Such

information shall relate to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or past, present or future payment for the provision of health care to an individual.

- 1.16 “Standard Transaction” is the exchange of information between parties to carry out financial or administrative activities related to health care. The term standard means a prescribed set of rules, conditions, or requirements concerning classification of components, specification of materials, performance of operations, or delineation of procedures in describing products, services or practices.

A “Standard Transaction” shall include claims and equivalent encounter information, payment and remittance advice, coordination of benefits, referral certifications and authorization, eligibility and enrollment transactions, premium payments and health claims Attachments.”

- 1.17 “Treatment” is a provision of health care by, or the coordination of the health care (including health care management of the individual through risk assessment, case management, and disease management) among, Health Care Providers, or the referral of an individual from one Provider to another, or coordination of health care or other services among Health Care Providers and third parties authorized by the Health Plan or the individual.

ARTICLE II LIMITATIONS OF USE

- 2.0 Business Associate shall use Protected Health Information provided to it by the CCCHC only for the uses contemplated in the Service Agreement between Business Associate and CCCHC and as permitted under this Agreement.
- 2.1 Business Associate Shall not use or further disclose Protected Health Information in a manner that would violate the requirement of the HIPAA privacy regulations if done by CCCHC.
- 2.2 Business Associate may use PHI received by it from CCCHC its capacity as a Business Associate to CCCHC , when necessary for the following purposes:
- 2.2.1 For the proper management and administration of Business Associate; and
 - 2.2.2 To provide data aggregation services relating to the Health Care Operations of CCCHC; and
 - 2.2.3 To carry out the legal responsibilities of Business Associate.
- 2.3 Business Associate may, in its capacity as a Business Associate of plan, disclose PHI for the purposes described in Section 2.3.1, 2.3.2 and 2.3.3 of this Agreement if:
- 2.3.1 The disclosure is required by law; or,
 - 2.3.2 Business Associate obtains reasonable assurances from its agents, subcontractors and any person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person; and

- 2.3.3 The person, agent or subcontractor to whom the information is disclosed notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2.4 Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement and the Service Agreement or as required by law.
 - 2.4.1 Business Associate shall use appropriate safeguards to prevent use or disclosure of the information other than as provided by this Agreement or the Services Agreement.
 - 2.4.2 Business Associate shall immediately report to CCCHC any use or disclosure of PHI not provided for by this Agreement or the Service Agreement and of which it becomes aware.
- 2.5 Business Associate shall impose upon its agents or subcontractors to whom it provide PHI received from, created or received by Business Associate on CCCHC 's behalf the same restrictions, obligations and conditions that apply to Business Associate as evidence by written contract.

**ARTICLE III
OBLIGATIONS OF BUSINESS ASSOCIATE**

- 3.0 Business Associate shall make PHI available to Members of CCCHC for inspection and provide a copy of PHI as long as the PHI is maintained, pursuant to and subject to HIPAA regulations, specifically 45 C.F.R 164.524 and all of its subsections.
- 3.1 Business associate shall make PHI make PHI available to CCCHC 's Members for amendment and shall
 - 3.1.1. If any CCCHC Member requests an amendment of PHI directly from Business Associate or its agents or subcontractor, Business Associate shall notify CCCHC in writing within five (5) days of the request. Any denial of a request for amendment of PHI of a CCCHC Member maintained by Business Associate, its agents or subcontractor shall be the responsibility of CCCHC.
 - 3.1.2 With ten (10) calendar days of receipt of a request from CCCHC to amend PHI or other record about an individual contained in a Designated Record Set, Business Agent or its agents or subcontractors shall make such information or record available to CCCHC for amendment and incorporate such amendment into the information or record.
- 3.2 Business Associate shall make available the PHI required to provide an accounting of disclosures pursuant to and subject to HIPAA Regulations, 45 C.F.R Section 164.528 and all of its subsections.
- 3.3 Business Associate shall protect the integrity and availability of PHI and shall ensure such integrity and availability by maintaining a comprehensive, written information privacy and security program that includes Administrative, technical and physical

safeguards appropriate to the size and complexity of business Associate's operation and the nature and scope of its activities.

- 3.4 Business Associate shall, within ten (10) days notice by the CCCHC, make available to CCCHC, DHHS or its agents, the internal practices, books and records of Business Associate relating to the use and disclosure of protected information covered by the Agreements, for the purpose of determining Plan's compliance with the HIPAA privacy Regulation and this Agreement, for the purpose of determining CCCHC's compliance with the HIPAA Privacy Regulations and this Agreement. Business Associate shall concurrently provide to the CCCHC a copy of any PHI that Business Associate provides to DHHS. Business Associate shall make such records available until the expiration of six (6) years after completion of the furnishing of any services pursuant to this agreement and the Services Agreement.
- 3.5 Business Associate shall incorporate any amendments or corrections to PHI immediately upon notice by CCCHC such PHI inaccurate or incomplete.
- 3.6 Upon termination of the Services Agreement, but not later than 60 days from the effective termination date, Business Associate shall destroy or return all Protected Health Information received from CCCHC that Business Associate still maintains in any form and retain no copies of such PHI.
 - 3.6.1 Upon request by CCCHC, Business Associate shall provide suitable evidence of such destruction.
 - 3.6.2 If return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to purposes that make the return or destruction of the information infeasible.
- 3.7 Any violation by Business Associate of the requirements set forth in this Agreement shall be considered a material breach by Business Associate and CCCHC shall have the right to terminate this Agreement and the Service Agreement, if feasible, immediately upon notice of such breach, or, if termination is not feasible, CCCHC shall report the breach to the Secretary of DHHS. Failure by CCCHC to terminate this Agreement for a breach by Business Associate in one instance shall not preclude CCCHC from terminating the Agreement for that breach at some point in the future or for any other material breach.
 - 3.7.1 In the event Business Associate discovers any actual or suspected breach of security, intrusion or unauthorized use or disclosure of PHI or any violation of the HIPAA Privacy Regulations by Business Associate or its agents or subcontractors, Business Associate shall notify CCCHC of such actual or suspected breach within 24 hours of the breach or Business Associate's knowledge of such breach.
 - 3.7.2 Business Associate shall take prompt corrective action to cure the deficiencies that caused the breach and take reasonable actions to cure the effects of the breach or take any other measures required by applicable federal and state laws and regulations.

- 3.7.3 If Business Associate's efforts to cure or end such breach are unsuccessful, CCCHC shall have the right to terminate this Agreement pursuant to Section 3.8 of this Agreement.
- 3.7.4 Business Associate shall require by contract that its agents, subcontractor and sub-subcontractors shall comply with all of the requirements of this Agreement and that a violation of such requirements by a subcontractor shall be considered a material breach and Business Associate shall terminate such subcontract immediately upon notice of such breach.
- 3.8 Business Associate understands and agrees that it is obligated to comply with all applicable provisions of the HIPAA Privacy Regulations with respect to PHI of CCCHC Members and to the same extent that compliance is required of CCCHC. Business Associate hereby acknowledges that it has obtained a copy of the HIPAA Privacy Regulations and understands the requirements and obligations of both CCCHC and Business Associate pursuant to the HIPAA Privacy Regulations.

ARTICLE IV COMPLIANCE WITH STANDARD TRANSACTIONS

- 4.0 If Business Associate conducts Standard Transactions (45 C.F.R. Part 162) with or on behalf of CCCHC, Business Associate will comply by a mutually agreed date, but no later than the date for compliance with all applicable final regulations, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions of or on behalf of CCCHC that:
- 4.0.1 Changes the definition, data condition, or use of a data element or segment in a Standard Transactions;
- 4.0.2 Adds any data elements or segments to the maximum defined data set;
- 4.0.3 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
- 4.0.4 Changes the meaning or intent of the Standard Transaction's implementation specification.
- 4.1 Business Associate shall protect and maintain the confidentiality of security access codes issued by CCCHC. Security access codes shall be limited to authorized personnel on a need-to-know basis.

**ARTICLE V
EXCEPTION TO DISCLOSURE REQUIREMENT**

- 5.0 Business Associate, agent or subcontractor shall not be required to record disclosure or account for disclosure of Protected Health Information provided by CCCHC and Business Associate solely for the purpose of providing medical treatment to an individual covered by the Services Agreement, payment activities, or health care operations and any other exceptions specified less than 45 C.F.R. Parts 160-164.

**ARTICLE VI
APPLICATION TO DECEASED PERSONS**

- 6.0 Protected Health Information covered by this Agreement and the Service Agreement shall retain such protection for two years after the death of the subject of the information.

**ARTICLE VII
AGREEMENT TO RESTRICT INFORMATION**

- 7.0 When either of the parties to this Agreement, or any subcontractors or sub-subcontractors, agree with the subject of Protected Health Information covered by this Agreement to further restrict the information that can be made available, such information shall be provided to CCCHC, its Business Associate and all agents, subcontractors or sub-subcontractors in possession of such further restriction. Such notice of restriction shall apply to all Protected Health Information, regardless of when the information was collected.

**ARTICLE VIII
USES AND DISCLOSURES WITH INDIVIDUAL AUTHORIZATION**

- 8.0 Business Associate may disclosure Protected Health Information for purposes not covered by this Agreement and the Service Agreement only when a valid authorization to release such information has been signed by the subject of the information. Business Associate shall fully comply with all requirements imposed by the HIPAA Regulations.
- 8.1 Authorizations used to permit disclosure of Protected Health Information shall comply with the requirements of HIPAA, the HIPAA Privacy Regulations and the California Confidentiality of Medical Information Act as amended (California Civil Code, Sections 56, et seq.)

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

- 9.0 **INJUNCTIVE RELIEF.** The parties hereto acknowledge that the remedy at law for any breach of the terms of this Agreement is inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate or any of its subcontractors of the terms of this Agreement, CCCHC shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened

or further breach. Nothing herein shall be construed to prohibit CCCHC from pursuing any other remedies available to it from such breach or threatened breach, including the recovery of damages from Business Associate. Business Associate further represents that it understands and agrees that the provisions of this Agreement shall be strictly enforced and construed against it.

- 9.1 **THIRD PARTY BENEFICIARIES.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CCCHC, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 9.2 **SEVERABILITY.** In the event that any word, phrase, clause, sentence, paragraph, section or provision of this Agreement shall violate any applicable statute, ordinance, regulation or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
- 9.3 **CONSTRUCTION OF AGREEMENT.** The language in this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against either party. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.
- 9.4 **HOLD HARMLESS.** Business Associate agrees to indemnify, defend and hold harmless CCCHC, its directors, officers, agents, shareholders and employees from and against all claims, demands, or causes of action arising or related to the improper disclosure of the Protected Health Information or to any intentional or negligent acts or omissions of Business Partner's employees, agents, or independent contractors.
- 9.5 **ENTIRE AGREEMENT; NO WAIVER.** This Agreement contains the entire agreement between the parties with respect to the matters covered by this agreement and supersedes all prior negotiations, agreements and contracts between the parties, whether oral or in writing. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- 9.6 **AMENDMENTS.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties hereto specifically agree to amend this Agreement immediately upon the effective date of any amendments to state or federal privacy and security laws or regulations which require such amendment. Either party may notify the other party of such change and this Agreement shall be amended immediately upon receipt of such notice and both parties agree to be bound by such notice. This Agreement may not otherwise be amended, altered or modified except by written agreement signed by the parties.

The provision or use of computer software or hardware contemplated by this Agreement shall be appropriate to the requirements of HIPAA and such software and/or hardware shall be modified or upgraded by the party providing such software or hardware as necessitated by changes to HIPAA or its regulations.

9.7 **AUTHORITY.** The persons signing this Agreement have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

9.8 **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the state of California, except where federal law preempts California law and shall be construed in accordance therewith. The forum for resolution of any disputes shall be Los Angeles County, California. Any provisions contained in the Service Agreement relating to arbitration or other alternative dispute resolution shall apply to disputes arising from this agreement.

IN WITNESS WHEREOF, the parties have executed this Confidentiality of Health Information Agreement the day and year first written above.

FOR: Central City Community Health Center, Inc.

FOR: _____
Business Associate Name
(Provider/Provider Entity)

Signature

Signature

Franklin Gonzalez
Print Name

Print Name

Chief Executive Officer
Title

Title

Date

Date