



# Partners in Care Foundation Evidence-Based Program Affiliate Agreement

Partners in Care Foundation, a California nonprofit public benefit corporation, located at 732 Mott Street, Suite 150, San Fernando, California, 91340 (hereinafter referred to as "Partners"), and \_\_\_\_\_ ("Affiliate"), with its offices located at \_\_\_\_\_ have agreed to enter into this Affiliate Agreement ("Agreement") under which Affiliate agrees to provide: 1) Quality delivery of the Partners' administered evidence-based health promotion Chronic Disease Self-Management Education Programs ("CDSME") and/or Falls Prevention Programs ("FPP"), described in Article I below [jointly referred to as "Program(s)"], 2) Ongoing reporting of Programs information as required by the Programs or this Agreement, and 3) Cooperation with Partners, other Partners' affiliates and Programs' Licensors where applicable. The further responsibilities of the parties hereto are outlined below.

## Definitions:

- **Program:** Evidence-based, researched interventions that demonstrate reliable and consistently positive changes in important health-related and functional measures as described in Article I.
- **Workshop:** A structured, evidence-based series provided to a targeted population (i.e., chronic condition(s), falls risk) to teach skills and strategies to self-manage and build confidence for healthy aging.
- **Program Leader Training:** Instructional course to ensure that facilitators receive the curricula and follow the guidelines to meet the program fidelity standards of the evidence-based program(s). Training must be completed to be certified as a Program Leader.
- **Program Leader:** Trained individual who facilitates Workshops on behalf of the Affiliate.
- **Trainer:** With approval from their lead organization, Program Leaders who complete advanced training and are certified to train individuals as Program Leaders.
- **Licensors:** Organization authorized to license a Workshop and/or Program Leader Training.
- **Data Packets:** Set of authorized data collection forms to track information such as attendance, demographics, pre and post outcomes and participant satisfaction.

## I. Programs included in this Agreement only include those checked below:

*Please see Exhibit A attached hereto and made a part hereof - Program requirements.*

### Chronic Disease Self-Management Education Programs ("CDSME"):

- |  |                   |                 |
|--|-------------------|-----------------|
| <input type="checkbox"/> (CDSMP) Healthier Living                      | Term Start: _____ | Term End: _____ |
| <input type="checkbox"/> Tomando Control de su Salud                   | Term Start: _____ | Term End: _____ |
| <input type="checkbox"/> Programa de Manejo Personal de la Diabetes    | Term Start: _____ | Term End: _____ |
| <input type="checkbox"/> Diabetes Self-Management Program              | Term Start: _____ | Term End: _____ |
| <input type="checkbox"/> Chronic Pain Self-Management Program          | Term Start: _____ | Term End: _____ |
| <input type="checkbox"/> Programa de Manejo Personal del Dolor Crónico | Term Start: _____ | Term End: _____ |

### Falls Prevention Programs ("FPP"):

- |  |                   |                 |
|--|-------------------|-----------------|
| <input type="checkbox"/> A Matter of Balance (MOB) | Term Start: _____ | Term End: _____ |
|--|-------------------|-----------------|

Affiliate must provide yearly payment for license fees as outlined in Exhibit B.

**The parties agree to the following additional terms under this Agreement.**

**II. Term and Termination**

1. This Agreement is effective as of **September 20<sup>th</sup>, 2022**. Unless otherwise terminated as provided herein, this Agreement shall automatically renew on September 20<sup>th</sup> for two additional one (1) year terms.
2. This Agreement may be terminated at any time upon the written mutual consent of the parties.
3. Partners may terminate this Agreement immediately at any time upon providing written notice to Affiliate upon the termination of Partners' license under the Programs, as applicable.
4. Either Partners, or Affiliate, reserves the right to terminate this Agreement with 30 days prior written notice. However, Partners may terminate the Agreement immediately in writing if serious quality violations or apparent disregard for or noncompliance with Affiliate responsibilities (as outlined below) are identified. Partners shall submit 3 written requests for compliance before termination.

**III. The Affiliate will be responsible for the following:**

**1. Training:**

- a) Request approval from Partners to hold any Program Leader Training, which shall incur an additional cost per training to the Affiliate.
- b) Ensure that Program Leader Training(s) offered under Partners' license include representatives of Partners or utilize Program Trainers approved by Partners. Agree that trainings are only open to those individuals who have completed a Leader application, screening and agreement. Example shown in Attachment A (may be revised from time to time).
- c) Ensure that any individuals (Leader or Trainer) complete Partners' designated Information Security Awareness Training, within 60 days of their start date and annually thereafter. Partners will provide information to access the training or may approve Affiliate's security training.
- d) Maintain fidelity by offering at least one workshop per year.
- e) For MOB leaders, attend 2.5 hours of update training per year.
- f) Affiliates must send copies of training certificates of completion and confirmation that program-specific Master Trainer(s) have graduated the individual.

**2. Program Implementation:**

- a) Upon contract execution the Affiliate Contact Person(s) shall complete the Partners Orientation Webinar. All Affiliate Contact Person(s) must complete the Webinar.
- b) Ensure that Workshops are only taught by persons who have successfully met all applicable pre-requisites set by Partners or the applicable Program Licensor, completed an approved leader/instructor training and maintained their certification per individual Program guidelines. If there are no approved leaders available, the Program must be discontinued until qualified leader(s) are trained.
- c) Adhere to Partners' guidelines regarding Program naming. Use the full Program name as outlined in this Agreement as the official Program titles and acknowledge and credit the Program developer, as provided to you by Partners, in news releases, published reports, brochures and other Program materials.
- d) Comply with all Program requirements as determined by Partners and any applicable Program Licensor.
- e) Affiliate shall not modify the Program curricula in any way without the express written permission of Partners and the Program's Licensor.

Affiliate shall abide by the Partners policies and procedures and any license agreement held by Partners on behalf of Affiliate. All necessary forms for Partners-approved Program(s) should be sent or emailed to:



Partners in Care Foundation  
732 Mott Street, Suite 150  
San Fernando, CA 91340  
Attention: Community Wellness Department  
[EBPrograms@picf.org](mailto:EBPrograms@picf.org)

- f) Affiliate shall submit ongoing Program Data Packets to Partners for the period of the Agreement. From time-to-time Affiliate may be asked and/or may volunteer to participate in additional data collections. From time-to-time Affiliate data may be provided to funders of Partners in de-identified and/or aggregate form.
- g) Affiliate shall be responsible for publicizing/marketing the Program(s); further Affiliate shall be responsible for recruiting and registering participants for each Program as prescribed by that specific Program, subject to the ultimate oversight of Partners.
- h) Affiliate shall link their efforts with Partners and its local/regional organizations wherever possible.
- i) Affiliate shall strictly comply with all state and federal laws and regulations regarding confidentiality of patient medical records, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the California Confidentiality of Medical Information Act ("CMIA"). Affiliate shall execute the HIPAA Business Associate Addendum attached hereto as Exhibit C.
- j) Affiliate and all its agents and Trainers and Program Leaders shall comply with all applicable laws in fulfilling its obligations under this Agreement, including, without limitation, HIPAA and CMIA. Affiliate shall ensure that its agents and Program Leaders do not engage in any discriminatory, abusive or harassing behavior.

### **3. California Healthier Living Website**

- a) Affiliate is required to post all workshops to the Healthier Living website ([www.cahealthierliving.org](http://www.cahealthierliving.org)) at least twenty (20) business days before the workshops, as defined in this Agreement. Partners will provide training and login credentials to access the website for postings.

### **4. Reporting:**

- a) By the 10<sup>th</sup> day of each month, submit a data packet for each workshop that ended in the previous month to Partners at [EBPrograms@picf.org](mailto:EBPrograms@picf.org) or via upload to the Monthly Affiliate Survey (referenced below). For example, by September 10<sup>th</sup>, send data packets for workshops ending in August.
- b) On the 1<sup>st</sup> business day of each month, Partners shall send a web-based survey requesting workshop information, data packets and updated leader list. Affiliate shall complete survey by the 10<sup>th</sup> of each month.
- c) Provide an annual Active Leader/Master Trainer Report (Attachment B) to Partners, listing:
  - i) Name and contact information for Leaders and Trainers providing Workshops or Program Trainings under this Agreement
  - ii) This report is due upon signing of this Agreement upon renewal each September 20<sup>th</sup>.
- d) For CDSME Leader Trainings, provide the following information for the Annual Self-Management Resource Center Report
  - i) Name of organization hosting the training(s) (license holder)
  - ii) Name of the Trainers
  - iii) Number of Leaders trained
  - iv) Training dates
  - v) Number of trained Leaders still active
  - vi) Names of the organizations represented in the training(s)

5. **Program Monitoring, Participant Information and Evaluation:**

- a) Provide Partners with reasonable access to all Programs for requisite fidelity checks/site visits.
- b) Following Leaders' completion of training, notify Partners of their first scheduled workshop no less than two weeks prior to its start date for coordination of the Leader's fidelity check.
- c) Notify Partners of any changes in Affiliate contact person and training dates not less than 30 days prior to their occurrence.

Failure to comply with any of the abovementioned Affiliate responsibilities may result in the termination of this Affiliate Agreement and will necessitate the cessation of all programs offered under the program license(s) included in the Agreement. To continue offering programs, the Affiliate must obtain a license directly from the Program Developer(s) and will be a subject to their licensing fee.

Before terminating an Agreement, Partners will make two written attempts and will provide reasonable support to bring the Affiliate into compliance.

6. **Affiliate Contact Persons:** Affiliate shall designate a contact person who will receive a copy of this Agreement, help ensure that the above responsibilities are upheld, and maintain communication with Partners. This primary contact person's name and contact information is listed below.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

**COO or CEO contact or Signature Authority**

\_\_\_\_\_  
*Name Title Phone Number Email*

\_\_\_\_\_  
*Name Title Phone Number Email*

7. **Assumption of Risk and Hold Harmless:** Affiliate shall use the Program(s) at its own risk, and Partners does not represent that the Program(s) is accurate or up-to-date. Partners will have no liability to Affiliate or to any third party as a result of its use of the Program(s), and to the extent allowed under the laws of the State of California; Affiliate will be liable for any claims related to its use of the Program(s) and shall hold Partners harmless from any claims or damages (including, without limitation, reasonable attorney's fees and consulting and expert fees) filed or asserted against Partners related to Affiliate's use of the Program(s) or the actions of Affiliate's agents or associated trainers.
8. **Confidentiality:** Affiliate shall not use, misappropriate, release, disclose, or disseminate any trade secrets or proprietary or confidential information of Partners and Program Licensors, to any other person or entity except as specifically permitted by this Agreement or upon the prior written authorization of Partners. Confidential information protected by this Agreement shall include all protectable intellectual property of Partners or relating to all Programs. Upon termination of this Agreement, Affiliate agrees to promptly return any confidential or proprietary information in its possession or control to Partners or, if return is impossible or impracticable after reasonable effort, to destroy or secure all such information.

#### **IV. Partners will be responsible for the following:**

1. Holding a license for Partners' approved Programs under which Affiliate may operate.
  - a) Affiliate understands that permission granted under this Agreement extends only to the current version of the Program(s) available as of the effective date of Partners' agreement(s) with Program Developers and may not apply to any subsequent versions of the Program(s). Partners will make all reasonable efforts to provide update trainings under this Agreement; however, this may not be possible. In such cases Partners will assess additional fees at-cost to Partners.
  - b) Partners has no obligation and makes no guarantee that it will continue to hold any license to any Program in the future. Affiliate shall have no claim against Partners or any Program licensor for Program licensor withdrawing or terminating any license to a Program in the future.
2. Providing up to two (2) hours per year for consultation, as well as access to electronic forms of education and promotional materials, as needed for Programs ("Technical Assistance" or "TA").
3. Securing data records submitted by Affiliates for a period of one (1) year at which time Partners will appropriately destroy Affiliate data records either by shredding and/or by electronic purging or if destroying or purging is not feasible, shall continue to extend the protections required under HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of Protected Health Information.
4. Monitoring and maintaining the California Healthier Living website ([www.cahealthierliving.org](http://www.cahealthierliving.org)) and providing Affiliates with access to this site. This website serves as a venue for collective learning where Affiliates can gather the latest information regarding Program(s). This website is used to find and share required documents, marketing and recruitment materials, and to learn about Program training and update training dates/locations. Partners makes no guarantee that this website will be accessible, and Affiliate acknowledges that it shall not be deemed a breach of this Agreement should these websites fail to operate. Keep a list of Partners-certified Affiliates and trainers in California who meet minimum quality standards for their approved Programs and meet additional quality standards as affiliates of Partners. Such list may be published by Program developers (name of Affiliate agency and state).
5. Keep certified Leaders/Trainers and the Affiliate informed of latest material and Program information.
6. As resources are available, Partners will provide materials to its Affiliates who have a fully executed Agreement and are in good standing with Partners in an effort to assist in the development and/or sustainability of Program infrastructure. This may include training support and approved Program materials.

#### **V. Insurance and Liability:**

1. Partners and the Affiliate shall each maintain comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury and property damage. Affiliate shall provide a current certificate of insurance or other evidence of such insurance coverage to Partners upon execution of this Agreement.
2. Partners shall indemnify and hold harmless Affiliate, its officers, directors, employees, and volunteers from and against any and all actions, suits, judgments, damages, proceedings, claims, demands, losses, costs, and expenses, including reasonable legal costs and attorneys' fees, arising from or related to any gross negligence or willful misconduct on the part of Partners, or their respective officers, employees, agents or volunteers in connection with Programs that are the subject of this Agreement; provided, however, that the Affiliate acknowledges that Leaders/Trainers of the Programs that are employees of or are contracted by the Affiliate are not employees, agents or volunteers of Partners. The Affiliate shall indemnify and hold harmless Partners, and their respective officers, directors, employees, and volunteers from and against any and all actions, suits, judgments, damages, proceedings, claims, demands, losses, costs, and expenses, including reasonable legal costs and attorneys' fees, arising from or related to: (i) any gross negligence or willful misconduct on the part of Affiliate, its officers, employees, agents or contractors in connection with



Programs that are the subject of this Agreement, or (ii) the condition or safety of the facility. Partners' rights under the prior sentence shall be in addition to Partners' rights under Article III, Section 5.

**VI. Notices:**

1. Any amendment or modification of this Agreement shall be binding only if evidenced in writing signed by the authorized representative of both parties.
2. Unless notified to the contrary, notices shall be provided as follows:

**Partners in Care Foundation, Inc.,**      **Affiliate:** \_\_\_\_\_

**"Partners":**

732 Mott Street, Ste. 150  
Address

\_\_\_\_\_  
Address

San Fernando, CA 91340  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

W. June Simmons  
Representative Name

\_\_\_\_\_  
Representative Name

Chief Executive Officer  
Representative Title

\_\_\_\_\_  
Representative Title

(818) 837-3775 ext.102 / jsimmons@picf.org  
Representative Phone/E-mail

\_\_\_\_\_  
Representative Phone/E-mail

**VII. Documentation**

This Agreement, with its exhibits and attachments, constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. Affiliate Agreement dated **September 19<sup>th</sup>, 2021 or prior** has been terminated and replaced by this Agreement in its entirety.

**In acknowledgement of the foregoing description of the services and requirements of this Agreement, these authorized signatories do hereby attest to their acceptance of the terms and conditions of this Agreement.**

**Partners in Care Foundation, Inc.,**      **Affiliate:** \_\_\_\_\_

**"Partners":**

732 Mott Street, Ste. 150  
Address

\_\_\_\_\_  
Address

San Fernando, CA 91340  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

W. June Simmons  
Representative Name

\_\_\_\_\_  
Representative Name

Chief Executive Officer  
Representative Title

\_\_\_\_\_  
Representative Title

(818) 837-3775 ext.102 / jsimmons@picf.org  
Representative Phone/E-mail

\_\_\_\_\_  
Representative Phone/E-mail

\_\_\_\_\_

\_\_\_\_\_

Representative Signature

Representative Signature

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Date

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Date

## Exhibit A

### Program Requirements

In addition to the requirements outlined in the Partners Affiliate Agreement dated **September 20<sup>th</sup>, 2022** also known as the "Agreement," Affiliate agrees to the following Program responsibilities:

- 1) The Affiliate shall be responsible for publicizing/marketing the Programs and recruiting and registering a minimum of 12 participants per Workshop.
- 2) For MOB, ensure that a Guest Healthcare Professional (GHP) attends one of the eight sessions (Job description in Attachment C).
- 3) Partners' Program data requirements may include:
  - a. Affiliates with experienced facilitators capable of undertaking fidelity checks shall complete a *Fidelity Observation Checklist Form* for every newly trained Leader.
    - i. CDSME: Use Attachment D-1 as a guide to administer a fidelity check on all newly trained Leaders, and all Leaders annually thereafter.
    - ii. MOB: For all newly trained Leaders, coordinate with your Master Trainer to receive a fidelity check within the first four (4) sessions of your first workshop. The Master Trainer shall use Attachment D-2 to complete this check.
  - b. **For each Program held**, the Affiliate shall complete a Programs Data Packet using the forms provided by Partners. Completed data packets shall be submitted to Partners by the 10<sup>th</sup> calendar day of each month. This packet includes, at a minimum, the following forms (Forms may be subject to updates. Partners will give at least 30 days prior notification. Partners will be unable to provide outcome reporting in cases where incorrect forms are used):
    - i. Program Information Cover Sheet
    - ii. Attendance Log
    - iii. Participant Pre-Survey- collect demographic and pre-Program self-management skill level/health status. (Attachment E-1 and F-1)
    - iv. Participant Post-Survey- collect feedback about the quality of the Program and self-report of self-management skill level at end of the Program. (Attachment E-2 and F-2)

Failure to comply with submission deadline may include corrective action up to and including termination of Affiliate Agreement. Prior to termination, Partners will make two written attempts to bring Affiliate into compliance.

Partners reserves the right to provide updated forms as they are modified by the Program Developers or funders.

- 4) Notify Partners at least 30-days in advance to request adding a new Program (e.g., Tomando, A Matter of Balance, etc.) or an additional number of workshops to this Agreement. Addition of these Programs or additional workshops is generally permissible, but additional costs may be incurred.
- 5) Abiding by the following requirements and representations in the Program licensing agreements with Partners, which are applicable to Affiliates:



- a. The Affiliate conducts Programs in accordance with Programs and other applicable materials. Affiliate may not create derivatives of the Program nor reproduce or distribute material derived or adopted from the Program without permission.
- b. Affiliate may only reproduce and distribute the Program(s) for the sole purpose of administering the Program(s) for internal educational purposes.
- c. All training materials and manuals that are produced must include the copyright language as determined by Programs.
- d. The Affiliate may not otherwise commercially exploit the Program(s) or any material derived from or based upon the Program(s).
- e. The Affiliate agrees to contact Partners for permission to reproduce or distribute the Program(s) or any material derived or adapted from the Program(s) for any use not specifically granted in the Agreement.
- f. If the Affiliate wants to collaborate with another organization to offer training, Program materials, or any other use of the Program(s), the Affiliate should contact Partners to ensure that the intended use is permitted, and all organizations are licensed.
- g. When working with any other organizations, the Affiliate will use these questions to help them determine if the other organizations need a license:
  - i. Was the training for the Leaders of this Program supplied by the Affiliate or Partners?
  - ii. Is (are) the T-Trainer, Master Trainer or Leaders employees or volunteers of the Affiliate or Partners?
  - iii. Is your organization's name and/or logo on all advertising and materials?
  - iv. Are the names of all participants sent to your organization or Partners?
  - v. Is your organization or Partners responsible for quality control and liability for this Program?

If the Affiliate has answered "No" to any of these questions, the other organization needs to obtain a license from the Program Licensor or become an affiliate of Partners. To receive more information, contact Partners in Care Foundation at [ebprograms@picf.org](mailto:ebprograms@picf.org).

**Exhibit B: Fees [Redacted]**

## Exhibit C

### BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("**BAA**") supplements and is made a part of the agreement by and between Partners in Care Foundation, a California nonprofit public benefit corporation ("**Business Associate**") and \_\_\_\_\_ ("**Covered Entity**"), dated \_\_\_\_\_ (the "**Agreement**"). The parties are entering into this BAA to assist the Covered Entity in complying with HIPAA, and to set forth Business Associate's obligations under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**"), and 45 CFR Parts 160 and 164, Subpart C (the "**Security Rule**"), Subpart D (the "**Data Breach Notification Rule**"), and Subpart E (the "**Privacy Rule**") (collectively, the "**HIPAA Regulations**"). Terms used in this BAA have the meanings given them in the HIPAA Regulations. This BAA applies to any Protected Health Information Business Associate receives from Covered Entity, or creates, receives or maintains on behalf of Covered Entity, under the Agreement.

1. Business Associate may use and disclose Covered Entity's Protected Health Information to provide Covered Entity with the goods and services contemplated by the Agreement. Except as expressly provided below, this BAA does not authorize Business Associate make any use or disclosure of Protected Health Information that Covered Entity would not be permitted to make.

2. Business Associate will:

(a) Not use or further disclose Covered Entity's Protected Health Information except as permitted by the Agreement or this BAA, or as required by law;

(b) Use appropriate safeguards, and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information, to prevent use or disclosure of Covered Entity's Protected Health Information other than as provided for by the Agreement or this BAA;

(c) Report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not provided for by the Agreement or this BAA of which it becomes aware, including breaches of unsecured protected health information as required by the Data Breach Notification Rule (45 CFR § 164.410), and any security incident of which Business Associate becomes aware. Notwithstanding the foregoing, Business Associate hereby provides notice to Covered Entity that it receives frequent, routine, unsuccessful attempts to penetrate or compromise its systems, including pings, port scans and log on attempts. Unless these attempts result in an unauthorized access to, use, disclosure, destruction or loss of electronic Protected Health Information, Business Associate will not report them to Covered Entity.

(d) Ensure that any of Business Associate's subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information, including compliance with the HIPAA Security Rule with respect to electronic protected health information;

(e) Make any Protected Health Information in a designated record set available to Covered Entity to enable Covered Entity to meet its obligation to provide access to the information in accordance with 45 CFR § 164.524;

(f) Make any Protected Health Information in a designated record set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR § 164.526;

(g) Make available to Covered Entity the information concerning disclosures that Business Associate makes of Covered Entity's Protected Health Information required to enable Covered Entity to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

(h) To the extent that Business Associate carries out Covered Entity's obligations under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(i) Make Business Associate's internal practices, books, and records relating to Business Associate's use and disclosure of Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with the HIPAA Regulations;

(j) Upon termination of the Agreement, return or destroy all Covered Entity's Protected Health Information that Business Associate still maintains in any form and retain no copies of such information or, if return or destruction is not feasible, extend the protections of this BAA to that information and limit further use and disclosure to those purposes that make the return or destruction of the information infeasible.

3. Business Associate may use Covered Entity's Protected Health Information for the management and administration of Business Associate's company and to carry out Business Associate's own legal responsibilities, and Business Associate may disclose the information for these purposes if Business Associate is required to do so by law, or if Business Associate obtains reasonable assurances from the recipient of the information (1) that it will be held confidentially, and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and (2) that the recipient will notify Business Associate of any instances of which the recipient is aware in which the confidentiality of the information is breached.

4. Business Associate may use Covered Entity's Protected Health Information for data aggregation, as permitted by the Privacy Rule.

5. Business Associate may de-identify Covered Entity's Protected Health Information and use and disclose the de-identified information without restriction.

6. If Covered Entity determines that Business Associate has violated a material term of this BAA, and if Business Associate fails to cure such violation within thirty (30) days of delivery of written notice thereof, Covered Entity may immediately terminate the Agreement.

7. This BAA is to be interpreted in accordance with HIPAA, the HITECH Act, and the regulations promulgated thereunder, as amended from time to time.

**"COVERED ENTITY"**

\_\_\_\_\_

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

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

**"BUSINESS ASSOCIATE"**

Partners in Care Foundation, a California nonprofit public benefit corporation

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

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