

Business Associate Agreement



Business Associate Agreement

This Business Associate Agreement ("Agreement") is entered into you ("Provider") and RATTA US INC ("Ratta" or "Business Associate"), a Consumer Electronics corporation with its office at 3114, 445 South Figueroa Street, Los Angeles, CA 90071 United states. In this Agreement, Provider and Ratta are each a "Party" and, collectively, are the "Parties".

RECITALS

The terms of this Agreement shall only apply to the extent that Provider is a Covered Entity, who, under the Health Information Portability and Accountability Act of 1996 ("HIPAA"), is required to enter into this Agreement to obtain satisfactory assurances from a Business Associate under HIPAA, who performs functions or activities on behalf of, or provides certain services to, a Covered Entity that involve access by the Business Associate to Protected Health Information ("PHI") as defined herein.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, the Parties therefore agree as follows:

Article I Definitions of Terms

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the Privacy Standards and Security Standards (45 C.F.R. Parts 160, 164) and HIPAA.

- 1.1 "Business Associate" shall have the meaning given to such term in 45 C.F.R. § 160.10, and in reference to the party to this Agreement, shall mean Ratta.
- 1.2 "Covered Entity" shall have the meaning given to such term in 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Provider.
- 1.3 "Protected Health Information or PHI" 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. § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Provider.

- 1.4 “C.F.R.” shall mean the Code of Federal Regulations.
- 1.5 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Parts 160 and 164.
- 1.6 “Individual” shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as the individual’s personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 “Privacy Rule” shall mean the portion of HIPAA set forth in 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- 1.8 “Security Rule” shall mean the Security Standards for the Protection of Electronic Health Information provided in 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- 1.9 “Required By Law” shall have the same meaning given to such term in 45 C.F.R. § 164.103.
- 1.10 “Secretary” shall mean the Secretary of Health and Human Services (“HHS”) or his or her designee as provided in 45 C.F.R. § 160.103.
- 1.11 “Security Incident” shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. § 164.304.

Article II Obligations and Activities of Business Associate

- 2.1 Protected Health Information. Business Associate agrees and acknowledges that any individual’s Protected Health Information that comes within Business Associate’s custody, exposure, possession or knowledge or is created, maintained, retained, transmitted, derived, developed, compiled, prepared or used by Business Associate in the course of or in connection with the performance of services under this Agreement, is confidential and shall remain the exclusive property of Provider and shall be used, disclosed, transmitted and/or maintained solely in accordance with this Agreement and as Required By Law. Business Associate shall not use or disclose protected health information other than as permitted or required by the Agreement or as Required By Law.

- 2.2 Forwarding Requests for Disclosure from Government to Provider. Business Associate shall forward all requests for the disclosure of Protected Health Information from a law enforcement or government official, or pursuant to a subpoena, other legal request or court or administrative order, to Provider as soon as possible before making the requested disclosure, but no later than five (5) business days following its receipt of such request or order.
- 2.3 Assisting Provider Respond to Requests for Disclosure from Government. Business Associate shall provide to Provider all Protected Health Information necessary to respond to a request for the disclosure of Protected Health Information by a law enforcement or government official, or pursuant to a subpoena, other legal request, or court or administrative order as soon as possible, but no later than five (5) business days following its receipt of such written request from Provider.
- 2.4 Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Provider, as required by the Security Rule.
- 2.5 Duty to Mitigate. Business Associate shall take immediate steps to mitigate, to the extent practicable or as reasonably directed by Provider, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, the Privacy Rule or the Security Rule, such as obtaining the recipient's satisfactory assurances that the information will not be further used or disclosed (through a confidentiality agreement or similar means) or will be destroyed.
- 2.6 Reporting of Unauthorized Uses or Disclosures. Business Associate shall report to Provider any use or disclosure of the Protected Health Information not provided for by this Agreement, the Privacy Rule or the Security Rule, including breaches of unsecured Protected Health Information, as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware, as soon as possible, but no later than ten (10) business days after discovery.

- 2.7 Subcontractors, Consultants, Agents and Other Third Parties. Business Associate shall in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) ensure that any subcontractor, consultant, agent, or other third party that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate with regard to its creation, use, and disclosure of Protected Health Information. Business Associate shall ensure that any subcontractor, consultant, agent, or other third party to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate must terminate its agreement with any subcontractor, consultant, agent or other third party, and obtain all Protected Health Information provided to such subcontractor, consultant, agent or other third party, if Business Associate becomes aware that the subcontractor, consultant, agent or other third party has breached its contractual duties relating to HIPAA or this Agreement.
- 2.8 Books and Records. Business Associate shall make internal practices, books, and records relating to Protected Health Information received from, or created or received by Business Associate, available to the Secretary, or at the request of the Secretary, for purposes of the Secretary determining Business Associate's compliance with the Privacy Rule, or, on behalf of Provider, available to Provider, or at the request of Provider to the Secretary, for purposes of the Secretary determining Provider's compliance with the Privacy Rule.
- 2.9 Documenting Disclosures. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 2.10 Accounting for Disclosures. Business Associate shall provide the necessary information set forth in 2.09 to Provider within ten(10) business days of a written request from Provider, to permit Provider to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 2.11 Minimum Necessary. Business Associate acknowledges that it shall request from the Provider and so disclose to its affiliates, subsidiaries, agents, subcontractors or other third parties, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- 2.12 Application of Privacy Rule to Business Associate. Where provided, the standards, requirements, and implementation specifications adopted under 45 C.F.R. Part 160 and Part 164, Subparts A and E, apply to Business Associate with respect to the Protected Health Information of Provider.
- 2.13 Access to Protected Health Information. Within ten(10) business days of a written request from Provider, Business Associate shall make available Protected Health Information in a designated record set to Provider as necessary to satisfy Provider's obligations under 45 C.F.R. § 164.524.
- 2.14 Amendments to Protected Health Information. Within ten(10) business days of a written request from Provider, Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by Provider pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Provider's obligations under 45 C.F.R. § 164.526.

Article III Permitted Uses and Disclosures by Business Associate

- 3.1 General Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information only to perform its obligations and services to Provider or as Required By Law, provided that such use or disclosure would not violate the Privacy or Security Rule if done by Provider.
- 3.2 Specific Use and Disclosure Provisions.
- 3.2.1 Management and Administration of Business Associate. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2.2 Other Uses and Disclosures. Except as otherwise limited in this Agreement, and notwithstanding Section 3.01 above, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.2.3 Minimum Necessary. Business Associate will, in the performance of its obligations and services to Provider make reasonable efforts to use, disclose and request only the minimum amount of Provider's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except as set forth in 45 C.F.R. § 164.502(b)(2).

3.2.4 De-identified Data. Business Associate may use PHI to de-identify the information in accordance with 45 C.F.R. §164.514(a)-(c) retaining any and all ownership claims relating to the de-identified data it creates from Provider's PHI.

Article IV Obligations of Provider

4.1 Provisions for Provider to Inform Business Associate of Privacy Practices and Restrictions.

4.1.1 Provider shall notify Business Associate, in writing, of any limitation(s) in the notice of privacy practices of covered entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.1.2 Provider shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

4.1.3 Provider shall notify Business Associate, in writing, of any restriction to the use or disclosure of Protected Health Information that Provider has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.1.4 Provider acknowledges that it shall provide to, or request from, the Business Associate only the minimum Protected Health Information necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

4.1.5 Provider shall take immediate steps to mitigate an impermissible use or disclosure of Protected Health Information from Business Associate to Provider, including its staff, employees and agents who send and receive Protected Health Information to and from Business Associate in the course and scope of their employment, such as obtaining the recipient's satisfactory assurances that the information will not be further used or disclosed (through a confidentiality agreement or similar means between Provider and its staff, employees and agents) or will be destroyed.

4.2 Permissible Requests by Provider. Provider represents and warrants that it has the right and authority to disclose Protected Health Information to Business Associate for Business Associate to perform its obligations and provide services to Provider. Provider shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Provider.

Article V Term and Termination

5.1 Term. The provisions of this Agreement shall take effect as of the date of execution. Except as otherwise provided herein, the Agreement shall terminate when all of the Protected Health Information provided by Provider to Business Associate, or created or received by Business Associate on behalf of Provider, is destroyed or returned to Provider.

5.2 Termination for Cause. Upon a Party's knowledge of a material breach by the other party, the non-breaching Party shall provide an opportunity for

the breaching Party to cure the breach or end the violation and terminate this Agreement if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party or immediately terminate this Agreement if cure of such breach is not possible.

5.3 Termination Without Cause. Either party to this Agreement may terminate the Agreement upon provision of sixty (60) days prior written notice.

5.4 Effect of Termination.

5.4.1 Disposal of PHI. Except as provided in paragraph 5.04.02 of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Provider, or created or received by Business Associate on behalf of Provider, at the direction of Provider. Business Associate shall retain no copies of the PHI, except that Business Associate may retain PHI for its own management and administration purposes or to carry out its legal responsibilities, subject to HIPAA and this Agreement.

5.4.2 In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protection of this Agreement to such Protected Health Information, for so long as Business Associate maintains such Protected Health Information. Following the termination of this Agreement, Business Associate shall not disclose Protected Health Information except to Provider or as Required By Law.

Article VI Miscellaneous

6.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Survival. The obligations of Business Associate under Section 5.04.02 of this Agreement shall survive the termination of this Agreement.

6.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Provider to comply with the HIPAA Rules.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the date of the last signature.

Provider

By: _____

Name: _____

Title: _____

Date: _____

Business Associate

By: RATTA US INC

Name: Jiang Hu

Title: Deputy General Manager

Date: 6/8/2023