

ALLIANT HEALTH PLANS, INC.

HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Alliant Health Plans, Inc. (the “Covered Entity”) and Business Associate have previously entered into a HIPAA Business Associate Agreement (the “BAA”) in conjunction with Business Associate’s performance of certain related services or activities on behalf of the Covered Entity that are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act in Public Law 111-5 (the “HITECH Act”), and the regulations promulgated thereto (collectively, the “HIPAA Regulations”), which include, as amended from time to time, (i) the privacy standards, requirements and specifications promulgated by the Secretary at 45 C.F.R. Parts 160 and 164 subparts A and E (the “Privacy Rule”), (ii) the security standards, requirements and specifications promulgated by the Secretary at 45 C.F.R. Parts 160, 162 and 164 subparts A and C (the “Security Rule”), and (iii) the breach notification standards, requirements and specifications enacted by Subtitle D of the HITECH Act and promulgated by the Secretary at 45 C.F.R. Part 164 subpart D (the “Breach Notification Rule”).

This HIPAA Business Associate Agreement Addendum (“Addendum”) is designed to update and implement provisions pursuant to the finalization of new and amended HIPAA Regulations effective in 2013, and shall be attached to and become a part of the BAA, which shall remain in effect as amended, until terminated in accordance with its terms. Unless otherwise specified in this Addendum, the following provisions shall replace otherwise identical existing provisions of the BAA in their entirety or shall be considered to be new provisions, as applicable. If there is a conflict between the existing BAA and this Addendum, the provisions of this Addendum shall control.

1. **Definitions:** The following capitalized terms shall replace or be in addition to existing definitions in the BAA and shall have the meanings given below:
 - a. “**Breach**” shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI, as defined and subject to the exceptions set forth in 45 C.F.R. § 164.402.
 - b. “**Protected Health Information**” or “**PHI**” shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of the Covered Entity.
 - c. “**Security Incident**” has the meaning as set forth in the Security Rule. Generally, a Security Incident shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or system operations in an electronic Information System.

- d. **“Unsecured PHI”** shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of either the encryption method or the destruction method, as defined in Department of Health and Human Services (“HHS”) guidance published on April 27, 2009 (74 FR 19006) and modified by guidance published on August 24, 2009 (74 FR 42740), as amended from time to time. Unsecured PHI can include information in any form or medium, including electronic, paper, or oral.
2. Prohibition on Unauthorized or Illegal Use or Disclosure of PHI: Business Associate agrees to comply with its obligations as a business associate under HIPAA and acknowledges that it is subject to, and agrees to comply with, HIPAA, the HITECH Act and all applicable guidance and regulations issued in the past, present or future by the Secretary to implement HIPAA and the HITECH Act, including, but not limited to, HIPAA Regulations and all other Law. Business Associate will not act in any way to hinder, and will act in good faith to assist the Covered Entity to comply with HIPAA, the HITECH Act, the HIPAA Regulations and all other Law. Business Associate agrees to comply with applicable state and federal Law relating to the confidentiality, security, privacy, and reporting or notification of Breaches of health information. Business Associate shall not use or disclose any PHI received from or on behalf of Covered Entity except as permitted or required by the Agreement, as Required by Law, or as otherwise authorized in writing by Covered Entity. In no event shall Business Associate use or disclose PHI in a manner that violates the HIPAA Regulations as if such use or disclosure were done by the Covered Entity, except as required by Section 3 below. In no event shall Business Associate de-identify or use or disclose any de-identified PHI.
 3. Security Standards: Business Associate shall implement administrative, physical and technical safeguards as defined by the HIPAA Security Rule for Electronic PHI (“E PHI”) that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall ensure that any Subcontractor to whom it provides E PHI agrees to implement reasonable and appropriate safeguards to protect it.
 4. Reporting Obligations:
 - a. Upon discovery by Business Associate of a Breach of the security of Unsecured PHI or a Security Incident, Business Associate shall notify Covered Entity in writing within twenty-four hours of obtaining knowledge or awareness of such Breach or Security Incident, even if Business Associate believes that the incident does not rise to the level of a Breach. For the purposes of this subparagraph, Business Associate will be deemed to have knowledge of such a Breach when, by exercising reasonable diligence, it would have been known to the Business Associate. Business Associate shall cooperate in good faith with Covered Entity in its compliance with, or at the instructions of Covered Entity at its sole discretion, the security Breach Notification requirements and obligations of Covered Entity set forth by Federal and State laws. If Covered Entity elects to cause Business Associate, on behalf of Covered Entity, to comply with, the security Breach Notification requirements and obligations of Covered Entity set forth by Federal and State laws, Business Associate shall promptly provide to Covered Entity evidence of such compliance, including without limitation, copies of all written documents created, sent or

otherwise used for such compliance. Upon its discovery of the Breach or Security Incident, Business Associate shall also immediately take all the following actions:

(i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.

(ii) Investigate diligently such Security Incident, potential Breach or unauthorized use or disclosure of PHI or Confidential data. Within three (3) business days of the discovery, notify the Covered Entity of the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the Security Incident, Breach or unauthorized use or disclosure. Business Associate shall also provide

(1) What data elements were involved and the extent of the data involved in the incident,

(2) A reasonably detailed description of where the PHI is believed to have been improperly transmitted, sent, or utilized;

(3) Identify the individuals or entities that were believed to be involved in the Breach, Security Incident or unauthorized use or disclosure; and

(4) A reasonably detailed description of what the Business Associate is doing to mitigate losses and to protect against further Breaches.

b. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known or reasonably should be expected to be known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

c. If Business Associate maintains the Protected Health Information in a secure manner as defined by the regulations promulgated by the HHS and encrypted in accordance with the minimal encryption standards approved by HHS, Business Associate shall notify Covered Entity of the Breach, but the information will be processed and handled in accordance with the HIPAA Regulations.

5. Subcontractors and Agents: If Business Associate provides any PHI which was received from, or created for, Covered Entity to a subcontractor or agent of Business Associate, then Business Associate shall require such subcontractor or agent of Business Associate to enter into an agreement which imposes on such subcontractor or agent the same restrictions and conditions as are imposed on Business Associate by this Agreement, makes Covered Entity an express third party beneficiary thereof and permits Covered Entity to audit and inspect the places of business and books and records of such subcontractor or agent to determine such subcontractor's or agent's compliance with such agreement and the HIPAA Regulations (a "Subcontractor BA Agreement"). The Business Associate shall deliver to Covered Entity a copy of each Subcontract BA Agreement within five (5) business days of a request for such information by Covered Entity.

6. Tracking and Accounting of Disclosures: Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an accounting of disclosures of PHI under the Privacy Rule. Business Associate agrees to provide Covered Entity an accounting of the disclosures required by the Privacy Rule, within thirty (30) days upon receipt of the request and in the manner directed by the accounting requirements established by HIPAA Regulations, as applicable.
7. Operations Insurance: During the term of this Agreement, Business Associate shall continuously maintain in-force the types of general liability, errors and omissions or other professional liability insurance required to be maintained by Business Associate under the separate Service Agreement between Covered Entity and Business Associate.

Language Assistance

Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Alliant Health Plans, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al (800) 811-4793.

Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về Alliant Health Plans, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi (800) 811-4793.

만약 귀하 또는 귀하가 돕고 있는 어떤 사람이 Alliant Health Plans 에 관해서 질문이 있다면 귀하는 그러한 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는(800) 811-4793 로 전화하십시오.

如果您，或是您正在協助的對象，有關於[插入SBM項目的名稱Alliant Health Plans]方面的問題，您有權利免費以您的母語得到幫助和訊息。洽詢一位翻譯員，請撥電話 [在此插入數字 (800) 811-4793]。

જો તમે અથવા તમે કોઇને મદદ કરી રહ્યાં છો તેમ જ કોઇને [એસબીએમ કાર્યક્રમનાં નામ મૂકો] વિશે પ્રશ્નો હોય તો તમને મદદ અને મહત્તી મેળવિ ની અવિકર છે. તે ખર્ચ વિન તમ રી ભષમ ાં પ્ર સ કરી શક ર છે. દભ વષરો િ ત કરિ મ ટે,આ [અહીં દ ખલ કરો નાંબર] પર કોલ કરો(800) 811-4793.

Si vous, ou quelqu'un que vous êtes en train d'aider, a des questions à propos de Alliant Health Plans, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez (800) 811-4793.

እርስዎ፣ ወይም እርስዎ የሚያግዙት ግለሰብ፣ ስለ Alliant Health Plans ጥያቄ ካላችሁ፣ ያለ ምንም ክፍያ በቋንቋ ጥያቄ እርዳታና መረጃ የማግኘት መብት አላችሁ። ከአስተርጓሚ ጋር ለመነጋገር፣ (800) 811-4793 ይደውሉ።

यदिआपके ,या आप द्वारा सहायता ककए जा रहे ककसी व्यक्तत के Alliant Health Plans के बारे में प्रश्न हैं ,तो आपके पास अपनी भाषा में मुफ्त में सहायता और सूचना प्राप्त करने का अधिकार है। ककसी भिषष से बात करने के लिए, (800) 811-4793 पर कॉिकरें।

Si oumenm oswa yon moun w ap ede gen kesyon konsènan Alliant Health Plans, se dwa w pou resevwa asistans ak enfòmasyon nan lang ou pale a, san ou pa gen pou peye pou sa. Pou pale avèk yon entèprèt, rele nan (800) 811-4793.

Если у вас или лица, которому вы помогаете, имеются вопросы по поводу Alliant Health Plans, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону (800) 811-4793.

إدعاسملا ىلع لوصحلا يف قحلا كيدلف ، Alliant Health Plans صوصخب ةلئسأ مدعاست صخش ىدل وأ كيدل ناك نإ! ةدعاسملا ب لصلتا مجرتم عم شحتلل . ةفلكت ةي نود نم كتغلب ةي رورضلا تامولعمل او (800) 811-4793

Se você, ou alguém a quem você está ajudando, tem perguntas sobre o Alliant Health Plans, você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para falar com um intérprete, ligue para (800) 811-4793.

کمک هک دیراد ار نی قح دیشاب هتشاد ، Alliant Health Plans دروم رد لاوس ، دینکیم کمک وا هب امش هک ىسک اي ، امش رگا دییامن لصاح سامت . (800) 811-4793 دییامن تفایرد ناگیار روط هب ار دوخ نابز هب تاعالطا و

Falls Sie oder jemand, dem Sie helfen, Fragen zum Alliant Health Plans haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer (800) 811-4793 an.

ご本人様、またはお客様の身の回りの方でも Alliant Health Plans についてご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合、(800) 811-4793までお電話ください。

Non-Discrimination

Alliant Health Plans does not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of the plan, including enrollment and benefit determinations.

TTY/TDD

ATTENTION: If you speak Spanish, language assistance services, free of charge, are available to you. Call 1-(800) 811-4793 (TTY/TDD: 1-(800) 811-4793).