

Jason Garcia
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA 93906

June 14, 2017

Re: Letter of Declination re Protection 1® Capped Comprehensive Service Agreement

Dear Mr. Garcia:

We represent that our organization is not a “business associate” of Natividad Medical Center because we do not meet the definition of “business associate” as that term is defined by 45 C.F.R. Section 160.103 as related to the contemplated Protection 1® Capped Comprehensive Service Agreement. We further represent that we do not create, receive, maintain, have access to, use, disclose or transmit protected health information (“PHI”) (as that term is defined by 45 C.F.R. Section 160.103) to perform any service for or on behalf of Natividad Medical Center pursuant to the proposed contract with Natividad Medical Center described above. In the event that any arrangement between our company and Natividad Medical Center results in our organization meeting the definition of “business associate” in relation to Natividad Medical Center, and such arrangement does not fit within an exception to the requirement for a business associate agreement under the HIPAA Final Rule, we will notify Natividad Medical Center in writing and negotiate a Natividad Medical Center BAA prior to creating, receiving, maintaining, having access to, using, disclosing or transmitting PHI pursuant to such arrangement.

Sincerely,



Sara Thomas
Director, Contracting and Revenue Management