HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement"), by and between Covenant Health, for itself and/or one or more of its Affiliates that are Covered Entities within the meaning of the Privacy and Security Standards ("Covenant"), and the undersigned individual or entity ("Business Associate"), is effective as of the Effective Date.

WHEREAS, Business Associate has agreed to perform certain functions, activities, or services for, or on behalf of Covenant requiring access to, or the use or disclosure of, Protected Health Information; and

WHEREAS, Covenant shall disclose or authorize disclosure of Protected Health Information to Business Associate only on condition that Business Associate covenants and agrees to comply with the terms and conditions of this Agreement in order to ensure compliance by Covenant and Business Associate with the Privacy Standards and Security Standards, as promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996; The Health Information Technology for Economic and Clinical Health Act, included in Division A, Title XIII, Subtitle D of The American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 115 (February 17, 2009), and any regulations or agency guidance issued pursuant thereto ("HITECH"); and federal substance abuse confidentiality laws.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. APPLICABILITY AND OBLIGATIONS OF BUSINESS ASSOCIATE

Section 1.   Applicability.   This Agreement applies to all agreements and relationships between Covenant and Business Associate, whether written or verbal, pursuant to which Covenant provides or will provide any Protected Health Information to Business Associate in any form whatsoever (the "Arrangement"). As of the Effective Date, this Agreement shall automatically amend and be incorporated as part of the Arrangement, whether or not specifically referenced therein. In the event of any conflict or inconsistency between this Agreement and the Arrangement, this Agreement shall control unless the Arrangement provision in question establishes additional rights for Covenant or additional duties or restrictions for Business Associate with respect to Protected Health Information, in which case the Arrangement provision shall control. Except as provided herein, this Agreement supersedes any prior HIPAA business associate agreement entered into between the parties.

Section 2.   Use and Disclosure of Protected Health Information. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covenant as specified in the Arrangement or this Agreement, provided that such use or disclosure would not violate the Privacy or Security Standards if done by Covenant or the minimum necessary policies and procedures of Covenant. Notwithstanding the foregoing, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities.   Further, if the terms of the Arrangement require Business Associate to provide Data Aggregation services to Covenant, Business Associate may use Protected Health Information to provide such Data Aggregation services to Covenant as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).   Business Associate shall not use or disclose Protected Health Information other than as permitted or required by the Arrangement, this Agreement, or as Required by Law. Business Associate shall, to the extent practicable, limit uses, disclosures, and requests for Protected Health Information to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request (as described in 45 C.F.R. § 164.502(b)(1) and in any guidance issued by the Secretary).

Section 3.   Disclosure of Protected Health Information. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances (including any legally required assurances) from the person to whom the information is disclosed that it will remain 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4.   Safeguards Against Misuse of Information. Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than in accordance with this Agreement. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure in violation of the requirements of this Agreement.

Section 5.   Reporting of Uses and Disclosures of Protected Health Information. Business Associate shall, within three (3) business days of becoming aware of a use or disclosure of Protected Health Information in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents, or by a third party to which Business Associate disclosed Protected Health Information, report in writing any such use or disclosure to Covenant Health's Integrity-Compliance Office.

Section 6. Agreements by Third Parties. Business Associate shall enter into an agreement with any third party, including agents and subcontractors, that Business Associate provides with Protected Health Information pursuant to which such third party shall be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to such Protected Health Information.

Section 7. Access to Protected Health Information. Within five (5) business days of receipt of Covenant's or an Individual's request for access to or a copy of Protected Health Information about an Individual contained in a Designated Record Set, Business Associate shall provide such information to Covenant or such Individual in accordance with the requirements of 45 C.F.R. § 164.524 and Section 13405(e) of HITECH (and any regulations or agency guidance issued pursuant thereto). Business Associate's charges for providing such access or copies shall not be more than permitted by laws applicable to Covenant.

Section 8. Amendments to Protected Health Information/Records; Agreed-To Restrictions. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that Covenant directs or agrees to pursuant to 45 C.F.R. § 164.526, at the request of Covenant or an Individual, and in the time and manner designated by Covenant.   Business Associate shall comply with any communicated restrictions in the use or disclosure of Protected Health Information to which Covenant has agreed pursuant to 45 C.F.R. § 164.522 and shall further comply with any Individual's request for restrictions on Protected Health Information disclosures that Covenant or Business Associate is required by law to honor, including requested restrictions on Payment or Health Care Operations-related disclosures to Health Plans when the Individual's involved Health Care Provider has been paid out of pocket in full.

Section 9. Accounting for Uses and Disclosures. Business Associate shall document and make available to Covenant information regarding uses and disclosures of Protected Health Information as are required for Covenant to respond to a request by an Individual for an access report or an accounting of disclosures of Protected Health Information consistent with the requirements of 45 CFR § 164.528 and HITECH. This Section shall survive termination of the Agreement.

Section 10. Availability of Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary in the time and manner designated by the Secretary for purposes of determining Covenant's compliance with the Privacy and Security Standards.

Section 11. Return or Destruction of Protected Health Information on Termination. On termination of the Arrangement, Business Associate shall return or destroy all Protected Health Information that is maintained in any form, including any Protected Health Information that is in the possession of Business Associate's subcontractors or agents. Business Associate and its subcontractors/agents shall retain no copies of such information. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further use and disclosure of such Protected Health Information to those purposes that make the return or destruction of the information infeasible. This Section shall survive termination of the Agreement.

Section 12. Security Obligations for Protected Health Information. Business Associate shall, in accordance with the Security Standards and other applicable law, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information it creates, receives, maintains, or transmits on behalf of Covenant. Such safeguards shall include the technologies or methodologies specified for Protected Health Information under Section 13402(h) of HITECH and any regulations or agency guidance issued pursuant thereto. Further, Business Associate shall ensure that any third party, including an agent or subcontractor, to whom Business Associate provides Protected Health Information agrees to implement such safeguards. If Business Associate becomes aware of any Security Incident or any breach of "unsecured Protected Health Information" within the meaning of Section 13402 of HITECH (and any regulations or agency guidance issued pursuant thereto), Business Associate shall report the same in writing to Covenant and Covenant Health's Integrity-Compliance Office within five (5) business days of discovery of the Security Incident or breach, with such report to include identification of each Individual whose unsecured or unencrypted Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed. Business Associate shall mitigate the harmful effects of such Security Incident or breach as directed by Covenant and at Business Associate's own expense, with such mitigating measures to include the timely provision of any notifications Covenant or Business Associate is legally required to provide to Individuals whose Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Security Incident or breach. Business Associate shall retain and make available to Covenant without cost documentation adequate to demonstrate that all legally required notices have been timely provided to affected Individuals, as well as evidence demonstrating the necessity of any delay.

Section 13. Compliance with Federal Substance Abuse Confidentiality Requirements. If Business Associate is a qualified service organization within the meaning of 42 C.F.R Part 2 and receives, stores, processes, or otherwise deals with any patient record maintained in connection with a federally assisted alcohol and drug abuse program, Business Associate shall be

fully bound by 42 C.F.R. Part 2 and, if necessary, shall resist in judicial proceedings any efforts to obtain access to patient records except as permitted by those regulations.

Section 14. Right to Require Cure/Termination for Violation. If Covenant determines that Business Associate has violated any material term of this Agreement or has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covenant shall have the right to require Business Associate to cure such breach or permanently end such violation within thirty (30) days of the date on which Covenant becomes aware of such violation or breach. In the event Business Associate fails to cure such breach or permanently end such violation, Covenant shall have the right to terminate the Arrangement with Business Associate. Further, if Covenant determines that termination in accordance with this Section is not feasible, Covenant may report Business Associate to the Secretary. To the extent this Section conflicts or is inconsistent with any provisions of the Arrangement, this Section shall control.

Section 15. HITECH. Business Associate represents and warrants that Business Associate is in compliance with the requirements of HITECH, as well as any regulations or agency guidance issued pursuant thereto, and certifies that Business Associate shall be in compliance with such requirements throughout the term of the Agreement, including without limitation, compliance with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316; and the restrictions on marketing and fundraising activities described in Section 13406 of HITECH. Business Associate acknowledges and agrees that the requirements of HITECH that relate to privacy and security that are made applicable with respect to Covered Entities shall be applicable to Business Associate and are incorporated herein by reference.

II.   GENERAL

Section 1. Amendments. The parties shall take such action as is necessary to amend the Arrangement and this Agreement from time to time as is necessary for Covenant to comply with applicable law. This Agreement may not be changed or modified except in a writing signed by both parties.

Section 2. Statutory or Regulatory References. A reference in this Agreement to a statutory or regulatory section means the section as in effect or as amended and for which compliance is required.

Section 3. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covenant to comply with the Privacy Standards, the Security Standards, HITECH, the Administrative Requirements set forth at 45 C.F.R. part 162, and The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

Section 4. Waiver. Any waiver of any provision or right by Covenant must be in writing. The waiver of any breach of this Agreement by Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.

Section 5. Effective Date; Term. Except as otherwise specified herein, this Agreement shall become effective as of the effective date of the Arrangement (the "Effective Date"). The term of this Agreement shall commence on the Effective Date and shall terminate on the date the Arrangement terminates.

Section 6. Third-Party Beneficiary. Each Covenant Affiliate that is a Covered Entity is an intended third-party beneficiary of this Agreement. Except as otherwise specifically provided herein, nothing in this Agreement is intended to create any rights or remedies in any other third-party beneficiary, including any Individual whose Protected Health Information is used or disclosed.

Section 7. Survivability. Each party hereto shall remain liable for any obligations and liabilities arising from activities occurring prior to the effective date of termination. The covenants and obligations set forth in this Agreement which by their terms or implications are intended by the parties to continue in effect after termination of this Agreement or the Arrangement shall survive termination and shall remain in effect and enforceable by the parties.

III.   DEFINITIONS FOR USE IN THIS AGREEMENT

Terms (including capitalized terms) used but not otherwise defined in this Agreement shall have the meaning assigned by HITECH and the Privacy and Security Standards, as amended and updated by HITECH. Each of the following terms shall be construed in accordance with the following:

"Affiliate" means any organization of which Covenant Health, a Tennessee nonprofit corporation, is a member, and any organization that Covenant Health directly, or indirectly through one or more intermediaries, owns or controls, in whole or in part. "Affiliates" include, without limitation, Fort Sanders Regional Medical Center, Parkwest Medical Center, Methodist Medical Center of Oak Ridge, LeConte Medical Center, Fort Loudoun Medical Center, Roane Medical Center, Morristown-Hamblen Healthcare System, Thompson Cancer Survival Center, Thompson Oncology Group, Covenant Medical Management, Fort Sanders West Diagnostic Center, MMC Healthworks, Fort Sanders Perinatal Center, Knoxville Heart

Group, Fort Sanders Endoscopy Center, Covenant HomeCare, Patricia Neal Rehabilitation Center, and Covenant Therapy Centers.

"Individual" shall have the same meaning as "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. parts 160 and 164, as amended from time to time.

"Protected Health Information" shall have the same meaning as "protected health information" in 45 C.F.R. § 160.103, limited to Protected Health information from, or created or received by Business Associate on behalf of, Covenant. For purposes of this Agreement, Protected Health Information includes Electronic Protected Health Information, as defined by the 45 C.F.R. § 160.103.

"Security Standards" shall mean the Standards for Security of Electronic Protected Health Information, 45 C.F.R. parts 160 and 164, as amended from time to time.

COVENANT	BUSINESS ASSOCIATE
_____	_____
print name of contracting Covenant entity (e.g., "Covenant Health")	print name of contracting individual/entity
By:_____	By:_____
(_____)	(_____)
print name	print name
Title:_____	Title:_____
Date:_____	Date:_____