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, PHI; and

WHEREAS, Covenant shall disclose or authorize disclosure of PHI 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 (with such Standards collectively referred to herein as "HIPAA"); 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, 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 PHI 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 PHI, in which case the Arrangement provision shall control.

Section 2. Use and Disclosure of PHI.

(a) Use and Disclosure. Business Associate may use or disclose PHI only in accordance with this Agreement. Specifically, Business Associate may use or disclose PHI 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 HIPAA if performed by Covenant or the minimum necessary policies and procedures of Covenant. Business Associate also may use PHI for Business Associate's proper management and administration or to carry out its legal responsibilities. Further, if the Arrangement requires Business Associate to provide Data Aggregation services to Covenant, Business Associate may use PHI to provide such Data Aggregation services to Covenant to the extent permitted by HIPAA. Business Associate shall not use or disclose PHI 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 PHI to a Limited Data Set 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). Business Associate understands and agrees that all PHI and other data provided by Covenant is owned by Covenant and such data will not be used or disclosed other than as specifically provided by the Arrangement. Except as specifically authorized by Covenant in writing, Business Associate shall not, and shall not allow any subcontractors or agents, to use Covenant PHI, EPHI, confidential information, or similar Covenant data in any AI system including any artificial intelligence, machine learning, deep learning, natural language processing, large language model, generative AI, predictive model, speech-to-text engine with adaptive learning, rules-based automated decision-support tool, or similar system or technology.

(b) De-Identified Data. If the Arrangement allows Business Associate to de-identify and/or use de-identified Covenant data, Business Associate shall de-identify all such information consistent with the requirements of applicable law, including without limitation, 45 C.F.R. §§ 164.514 and 164.502(d). Notwithstanding the foregoing or anything to the contrary in the Arrangement, Business Associate shall not sell, license, or lease any Covenant de-identified data. Business Associate shall not attempt to re-identify any de-identified data and shall not combine or link de-identified data with other data, or permit such action, if such combination or linking reasonably could be used to identify an individual or a Covenant organization.

(c) Indemnification. Business Associate shall indemnify and hold Covenant harmless from any and all damages, losses, fines, penalties, or other liability resulting from Business Associate's or its subcontractors'/agent's use or disclosure of Covenant data, including but not limited to liability resulting from failure to de-identify PHI consistent with applicable law; any subsequent re-identification regardless of whether initial de-identification was compliant with HIPAA; breach of protected health information; use of copyrighted, trademarked, or other protected information; publicity rights; bias or discrimination; false or hallucinated information; any harmful content associated with use of an artificial intelligence or similar system; or any failure to otherwise comply with the terms of this Section 2.

Section 3. Specific Disclosures of PHI; Offshore PHI Storage Prohibited. Business Associate may disclose PHI for Business Associate's proper management and administration or to carry out its legal responsibilities, but only if 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. Neither Business Associate nor any subcontractor used by Business Associate shall store, process or otherwise handle PHI outside of the United States.

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

Section 5. Subcontractors. Business Associate shall ensure that any permitted subcontractor that creates, receives, maintains, or transmits PHI on Business Associate's behalf agrees to comply with the applicable requirements of the Security Standards by entering into a business associate contract or other arrangement with such subcontractor that meets HIPAA requirements, including without limitation, 45 CFR § 164.314. Such agreement shall require the subcontractor to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Agreement with respect to PHI.

Section 6. Access to PHI. Within five (5) business days of receipt of Covenant's or an Individual's request for access to or a copy of PHI 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/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 7. Amendments to PHI/Records; Agreed-To Restrictions. Business Associate shall make amendment(s) to PHI 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 communicated restrictions in the use or disclosure of PHI 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 PHI 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 8. Accounting for Uses and Disclosures; Access Report. Business Associate shall document and promptly provide to Covenant information regarding uses and disclosures of PHI as is required for Covenant to respond to a request by an Individual for an accounting of disclosures or access report of PHI consistent with the requirements of 45 CFR § 164.528 and HITECH. This Section shall survive termination of the Agreement.

Section 9. Availability of Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary in the time and manner designated by the Secretary for purposes of determining Covenant's compliance with HIPAA.

Section 10. Return or Destruction of PHI on Termination. On termination of the Arrangement, if feasible, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covenant that is maintained in any form, including any PHI held by Business Associate's subcontractors. Business Associate and its subcontractors 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 PHI and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible. This Section shall survive termination of the Agreement.

Section 11. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.

(a) Business Associate shall establish and implement procedures and other commercially reasonable efforts to mitigate, to the greatest extent possible, any harmful effects arising from any improper use or disclosure of PHI.

(b) Business Associate shall comply with Section 13402 of the HITECH Act and implementing regulations, 45 CFR Part 164, Subpart D, as may be amended (collectively, the "Breach Notification Rules"), and shall report any Security Incident or use or disclosure of PHI in violation of this Agreement, including any Breach of Unsecured PHI within the meaning of HIPAA, in writing to Covenant Health's Integrity-Compliance Office, 3003 Lake Brook Drive, Suite 102, Knoxville, Tennessee 37909, within five (5) business days of discovery of such a Security Incident or use or disclosure. Such report shall identify each Individual whose Unsecured or unencrypted PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed. Business Associate shall cooperate in Covenant's efforts to address such Security Incident or Breach by, at a minimum, allowing Covenant full and complete access to materials and information concerning the Security Incident or Breach and shall mitigate the harmful effects of such Security Incident or Breach at Business Associate's sole expense.

(c) If a Breach is caused by Business Associate or its subcontractors or agents, Covenant, in its sole discretion, may either: (i) require Business Associate to notify affected Individuals on behalf of Covenant, on Business Associate's letterhead, using verbiage approved by Covenant, and in accordance with Breach Notification Rules; or (ii) notify the affected Individuals directly, in which case Business Associate shall reimburse Covenant for all actual and verifiable expenses associated with the notification.

(d) The parties acknowledge and agree that this Section constitutes notice by Business Associate to Covenant of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as hereinafter defined) for which no additional notice to Covenant shall be required. "Unsuccessful Security Incidents" are those Security Incidents that do not result in unauthorized access, use, or disclosure of PHI and shall include, but not be limited to,

pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above.

Section 12. 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 13. Termination for Violation. If Covenant determines that Business Associate has violated any material term of this Agreement or 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 terminate the Arrangement with Business Associate. To the extent this Section conflicts or is inconsistent with any provisions of the Arrangement, this Section shall control.

Section 14. Business Associate Compliance.

(a) General Compliance. Business Associate represents and warrants that Business Associate is in compliance with the applicable requirements of HIPAA and HITECH, and Business Associate shall maintain such compliance throughout the term of this Agreement. To this end, Business Associate shall conduct security risk analyses in accordance with the Security Standards, including addressing the encryption/security of Electronic Protected Health Information ("EPHI"), correcting identified security deficiencies, and implementing security updates as necessary. Further, Business Associate shall encrypt EPHI in motion consistent with the DHHS Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals, 74 FR 19006-19010 (April 27, 2009), and any updates or amendments thereto, and ensure any confidential process or key that might enable decryption has not been breached, as well as ensure that any discarded media on which PHI is stored is shredded, destroyed, cleared, or purged such that the PHI cannot be read, reconstructed, or retrieved. If Business Associate carries out an obligation of Covenant under the Privacy Standards, Business Associate shall comply with the Privacy Standards requirements applicable to Covenant in the performance of such obligation. Business Associate further represents and warrants it has adopted Recognized Security Practices consistent with the HIPAA Safe Harbor Act, Pub. L. No 116-321 (Jan. 5, 2021), as this term is defined at 42 U.S.C. § 17941(b)(1).

(b) Artificial Intelligence Use. As an initial and continuing obligation under this Agreement, Business Associate shall disclose to Covenant in writing all use of Covenant data in artificial intelligence, machine learning, deep learning, natural language processing, large language models, generative AI, predictive models, speech-to-text engine with adaptive learning, rules based automated decision-support tools, or similar systems or technology.

(c) Security Review. Business Associate shall cooperate with Covenant's review of Business Associate's compliance with security measures, including review of relevant policies, procedures, training materials, AI system descriptions, and summaries of testing, validation, or security review materials, subject to reasonable confidentiality and security protections. If Covenant determines that Business Associate's security compliance presents elevated risks, Covenant may require additional safeguards, targeted validation, or removal of Covenant data from affected workflows until deficiencies are addressed.

Section 15. Prior to furnishing Covenant with any used equipment or device, Business Associate shall ensure such equipment or device is purged of any data from a previous installation (including, without limitation, any Protected Health Information, as defined by the HIPAA Privacy and Security Rules, 45 CFR Parts 160 and 164), as well as any malicious or harmful software. If such measures are not commercially reasonable, Business Associate shall notify Covenant in writing of the same prior to furnishing or deploying the equipment or device and shall ensure, at a minimum, the equipment or device is Cleared (as defined by NIST SP800-88 Guidelines for Media Sanitation) of all data and software. Reinstallation of software shall be at Business Associate's sole expense. Prior to removing any Electronic Media (defined below) from Covenant, Business Associate shall ensure at its sole expense that all Covenant data, including without limitation, any Protected Health Information (as defined by 45 CFR Parts 160 and 164), Personally Identifiable Information and Cardholder Data (as defined by the Payment Card Industry Security Standard), and any confidential business information, has been Cleared from magnetic storage media and all digital media components have been Destroyed (as defined by NIST SP800-88 Guidelines for Media Sanitation); and a written Certificate of Destruction has been issued to Covenant by the party performing the Clearance and/or Destruction activities. For purposes of this paragraph, "Electronic Media" means any electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card.

Section 16. Business Associate Summary Information. Business Associate represents that the summary information provided in Exhibit A, attached hereto and incorporated herein by reference, is accurate and complete as of the date of execution of this Agreement and that Business Associate shall notify Covenant, in writing, within ten (10) business days of any change to this information.

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. Part162, 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 September 23, 2013 (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 PHI 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.

Section 8. Severability. The provisions of this Agreement are severable. In the event any provision contained in this Agreement should be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision shall be severed, and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

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 HIPAA. 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 (including Peninsula, a division of Parkwest Medical Center); Methodist Medical Center of Oak Ridge; LeConte Medical Center; Fort Loudoun Medical Center; Roane Medical Center; Morristown-Hamblen Hospital Association; Cumberland Medical Center; Claiborne Medical Center; Thompson Cancer Survival Center; Thompson Oncology Group; Covenant Medical Group, Inc.; Covenant Health Diagnostic Centers, LLC; Fort Sanders Perinatal Center; Knoxville Heart Group, Inc.; Covenant HomeCare; Patricia Neal Rehabilitation Center; Covenant Therapy Centers; Cumberland Physician Group, LLC; Claiborne EMS, LLC; East Tennessee Cardiovascular Surgery Group, Inc.; Covenant ACO, LLC; Fort Sanders West Outpatient Surgery Center, LLC; CHUC, LLC; Covenant Anesthesia Group, P.C.; and Surgery Center of Oak Ridge, LLC/Advanced Family Surgery Center.

"Individual" shall have the meaning assigned by HIPAA and shall include a person who qualifies as the Individual's personal representative within the meaning of HIPAA.

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

"PHI" means Protected Health Information and shall have the meaning assigned by HIPAA, limited to Protected Health Information from, or created, received, maintained, or transmitted by Business Associate on behalf of, Covenant. For purposes of this Agreement, PHI includes Electronic Protected Health Information, as defined by HIPAA.

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

COVENANT HEALTH, FOR ITSELF AND ONE OR MORE OF ITS AFFILIATES **COVENANT**	_____ **BUSINESS ASSOCIATE**

By:_____ (_____) print name Title:_____ Date:_____	By:_____ (_ _____) print name Title:_____ Date:_____

Exhibit A

Business Associate Summary Information

1. Business Associate Vendor/Company Name: _____

_____

2. Type of Service(s) Provided: _____

_____

_____

3. Choose the Facility(s) or Service Unit which Use this Service:

- ☐ Claiborne Medical Center
- ☐ Covenant Health (Corporate)
- ☐ Covenant Homecare
- ☐ Covenant Medical Group
- ☐ Cumberland Medical Center
- ☐ Fort Loudoun Medical Center
- ☐ Fort Sanders Regional Medical Center
- ☐ Other:_____
- ☐ LeConte Medical Center
- ☐ Methodist Medical Center of Oak Ridge
- ☐ Morristown-Hamblen Hospital Association
- ☐ Parkwest Medical Center
- ☐ Peninsula
- ☐ Roane Medical Center
- ☐ Thompson Cancer Survival Center

4. Business Associate Point of Contact # 1

Name and Title: _____

Street Address: _____

City, State and Zip: _____

Phone:_____ Email: _____

5. Business Associate Point of Contact # 2 (if available)

Name and Title: _____

Street Address: _____

City, State and Zip: _____

Phone:_____ Email: _____

6. Business Associate Point of Contact # 3 (if available)

Name and Title: _____

Street Address: _____

City, State and Zip: _____

Phone:_____ Email: _____