

**Business Associate Addendum
to the Master Agent/ Broker Agreement**

The Master Agent/Broker Agreement is hereby amended as follows:

This Business Associate Addendum (“Addendum”) sets forth the parties’ agreement with respect to the privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (“ARRA”), the Graham Leach Bliley Act (GLBA), and the regulations promulgated from time to time under each of those acts.

The parties agree that the terms and conditions set forth in this Addendum shall be part of the Agreement. Any conflicts or inconsistencies between the Agreement and this Addendum shall be read and resolved in favor of this Addendum.

1. **Business Associate Services.** The services provided by Business Associate under the Agreement for Coventry may involve the use and disclosure of individually identifiable health information, deemed protected health information or “PHI” under HIPAA and non-public personal information (“NPPI”) under the Gramm Leach Bliley Act and applicable state law and/or regulations. PHI and NPPI shall be referred to collectively as “Non-Public Information” or “NPI”. Except as otherwise provided herein, the Business Associate may make any and all uses of NPI necessary to perform the Services and its obligations under the Agreement.
2. **Additional Business Associate Activities.** Except as otherwise provided in this Addendum, Business Associate may use and disclose the NPI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under state and federal laws and would be permissible if performed by Coventry. Business Associate represents and warrants to Coventry that (i) any such disclosures it makes will be required by law and (ii) the Business Associate will obtain a written agreement from any such person or entity to whom the NPI will be disclosed that the NPI will be held confidentially and will not be further used or disclosed except as required by laws or for the purpose for which it was lawfully disclosed to such person or entity, and that such person or entity will notify the Business Associate of any instances of which it is aware in which the confidentiality of the NPI has been breached.
3. **Business Associate Obligations for Privacy and Security of NPI.**

Business Associate agrees to the following:

- 3.1 **Use and Disclosure of NPI.** Business Associate shall not use or further disclose the NPI other than as permitted under the Agreement, this Addendum, HIPAA, GLBA, ARRA and their respective implementing regulations, each as amended from time to time.
- 3.2 **Safeguards.** Business Associate shall (i) use appropriate safeguards to prevent the use or disclosure of NPI other than as provided for in this Addendum, and (ii) have administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of NPI that it creates, receives, maintains, or transmits on behalf of Coventry. Such safeguards shall include, without limitation, conducting a security risk assessment, and training employees who will have access to NPI with respect to the policies and procedures required by HIPAA and ARRA. Upon request from Coventry, Business Associate shall provide Coventry with a copy of its written information privacy and security programs.
- 3.3 **Policies and Procedures.** Business Associate shall adopt and comply with policies and procedures that are in accordance with the HIPAA, ARRA, and GLBA requirements that apply to Business Associate’s operations and the Services provided under the Agreement, including, without limitations, maintaining the confidentiality and integrity of any information received, maintained or transmitted by or on behalf of Coventry. Upon Coventry’s request, Business Associate shall provide a copy of Business Associate’s policies and procedures.
- 3.4 **Incident Reporting.** Business Associate shall report to Coventry any security incident involving or use or disclosure of NPI not permitted by this Addendum of which it becomes aware. Business Associate shall report to Coventry within five (5) days of the Business Associate becoming aware of such use, disclosure or incident.
- 3.5 **Notification of Breach.** Business Associate shall report to Coventry within five (5) days any Breach of Unsecured NPI. “Breach” shall mean the unauthorized acquisition, access, use or disclosure of NPI which

compromises the security or privacy of such information. “Unsecured NPI” shall mean NPI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary from time to time. Notice of Breach shall include, at minimum: (i) the identification of each individual whose NPI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known; (iii) the scope of the Breach; and (iv) a description of the Business Associate’s response to the Breach. Upon reasonable request, Business Associate shall provide Coventry with information related to the Breach and will cooperate with Coventry in any required notifications.

- 3.6 **Government Programs.** To the extent that Business Associate provides services to Coventry relating to individuals enrolled in state or federal programs (e.g., Medicare, Medicaid), Business Associate shall comply with any additional restrictions or requirements related to the use, disclosure, maintenance, and protection of NPI of individuals enrolled in such programs through Coventry. With respect to the NPI of Medicare enrollees, Business Associate shall report privacy and security incidents and/or Breaches immediately, but not later than one (1) day, to Coventry and include the information required under Sections 3.4 and 3.5 of this Addendum.
 - 3.7 **Subcontractors.** Business Associate shall require any agent or subcontractor to whom Business Associate provides NPI to agree in writing to (i) implement reasonable and appropriate safeguards to protect the NPI, and (ii) comply with the same restrictions and conditions on NPI as required by this Addendum. Upon request from Coventry, Business Associate shall provide a copy of any such agreement.
 - 3.8 **Minimum Necessary.** Business Associate shall request, use and/or disclose only the minimum amount of NPI necessary to accomplish the purpose of the request, use or disclosure.
 - 3.9 **Remuneration of NPI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any NPI as prohibited by 42 U.S.C. §17935(d) and any regulations promulgated there under.
 - 3.10 **Marketing of NPI.** Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. §17936(a) and any regulations promulgated there under.
 - 3.11 **Fundraising.** Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. §17936(b) and any regulations promulgated there under.
 - 3.12 **Mitigation.** Business Associate shall mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate as the result of a use or disclosure of NPI by Business Associate that is not permitted by this Addendum.
 - 3.13 **Transfer of Data Off-Shore.** Business Associate shall not use, transfer, transmit, or otherwise send or make available, any NPI outside the territory of the United States of America without Coventry’s prior written consent.
4. **Requested Restrictions on Use of NPI.** Coventry will notify Business Associate of any restrictions on the use or disclosure of NPI that have been received from individuals and agreed to by Coventry. Business Associate shall comply with all such restrictions.
 5. **Access to PHI.** Within five (5) days of a request by Coventry for access to PHI about an individual contained in a Designated Record Set (as such Set is then defined by HIPAA regulation), the Business Associate shall make available to Coventry, or the individual to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as set forth in 45 C.F.R. § 164.524. In the event any individual requests access to PHI directly from the Business Associate, the Business Associate shall, within five (5) days, forward such request to Coventry. Coventry shall be responsible for determining whether to deny access to the PHI and Business Associate shall comply with such determinations.
 6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Coventry for the amendment of an individual’s PHI or a record regarding an individual contained in a Designated Record Set the Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Coventry has made the determination that the amendment(s) is/are necessary. The obligation in this Section shall apply only for so long as the PHI is maintained by Business Associate in a Designated Record

Set. In the event any individual requests access to PHI directly from the Business Associate, the Business Associate shall, within five (5) days, forward such request to Coventry.

7. **Accounting for Disclosures of PHI.** Business Associate shall maintain a record of any disclosure of PHI to a third party for a purpose other than Treatment, Health Care Operations, Payment, or pursuant to an authorization signed by the individual or personal representative of the individual who is the subject of the record. To the extent that Business Associate provides an electronic health record to Coventry's enrollees or customers, Business Associate shall comply with the requirements of 42 U.S.C. § 17935(c) and the regulations promulgated there under.

Within thirty (30) days of notice by Coventry to the Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, the Business Associate shall make available to Coventry such information as is in the Business Associate's possession and is required for Coventry to make the accounting required by 45 C.F.R. § 164.528. Business Associate shall provide such information in electronic form, where available in such form. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within five (5) days, forward such request to Coventry. Coventry shall be responsible for preparing and delivering any such accounting to the individual.

8. **Access to Books and Records Regarding PHI.** The Business Associate will make its internal practices, books, and records relating to the use and disclosure of NPI received from, or created or received by the Business Associate on behalf of, Coventry available to the Secretary of the U.S. Department of Health and Human Services (or such other federal or state agencies with appropriate oversight authority) for purposes of determining compliance with HIPAA, ARRA, GLBA or any other similar statute and available to Coventry to ensure compliance with the Agreement and this Addendum.
9. **Term and Termination.** This Addendum shall remain in effect for as long as Business Associate provides services to Coventry under the Agreement. If Coventry determines Business Associate has violated the terms and conditions of this Addendum, such violation shall be grounds for Coventry to terminate the Agreement for cause according to the terms of the Agreement.
10. **Disposition of NPI at Termination.** Within thirty (30) days of the termination of the Agreement, Business Associate, and its subcontractors, will return or destroy all NPI received from, or created or received by the Business Associate on behalf of Coventry, which the Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Business Associate will notify Coventry of the reasons for such in writing. Business Associate shall extend the protections, limitations and restrictions of this Addendum to the NPI retained after the termination of the Agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the NPI infeasible. This provision shall survive termination of the Agreement.
11. **Survival.** All Sections of this Addendum that relate to Business Associate's obligations related to the privacy and security of NPI shall survive termination of this Addendum or the Agreement for as long as Business Associate maintains NPI received or created in connection with the Agreement.
12. **Third Party Beneficiaries.** Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any right, remedies, obligations or liabilities.
13. **Definitions.** Capitalized terms not otherwise defined in the Agreement or this Addendum shall have the same meaning as set forth in regulations promulgated under HIPAA, GLBA or ARRA, as may be amended from time to time.

* * *