



**UNITED
HOSPITAL**

Allina Hospitals & Clinics

February 27, 2004

U. S. Nuclear Regulatory
Nuclear Regulatory Commission (NRC)
United States
Washington D.C. 20550

RE: HIPAA Business Associates

Dear Sir or Madam:

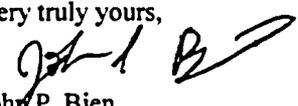
United Hospital is committed to adhering to the rules established by the Health Insurance Portability and Accountability Act ("HIPAA"), which regulates, among other things, the protection of the privacy of an individual's health information. This protected health information ("PHI") is covered by HIPAA regardless of the format – written, electronic, and verbal.

HIPAA applies to United Hospital because it is a health care provider. One of HIPAA's requirements is that United Hospital enter into agreements with third parties that have access to PHI. The third party (a "Business Associate") is obligated, under such agreement, to safeguard the PHI.

A review of our records shows that you have access to PHI and are United Hospital's Business Associate. HIPAA requires that we enter into an agreement with you. Accordingly, we have enclosed a Business Associate Agreement. Please review it, insert your entity's name in the blank on the first page of the Agreement and above the signature block of the Agreement, sign where indicated, complete Exhibit A, and return to me by Friday, March 26, 2004.

Thank you for your assistance in connection with this matter. If you have any questions, please feel free to call me at (651) 241-8827.

Very truly yours,


John P. Bien
Vice President, Finance
United Hospital

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3.2 Specific Use and Disclosure Provisions.

Except as otherwise limited in this Agreement or any other agreement between Business Associate or Allina, Business Associate may:

(a) use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

(b) disclose Protected Health Information for the proper management and administration of Business Associate, provided that such disclosures are Required By Law, or Business Associate obtains reasonable 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Allina

4.1 Allina shall make available on its Web site the notice of privacy practices that Allina produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

4.2 Allina shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Allina shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Allina has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Allina shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Allina.

5. Term and Termination

5.1 Term. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Allina to Business Associate, or created or received by Business Associate on behalf of Allina, is destroyed or returned to Allina, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause. Upon Allina's knowledge of a material breach by Business Associate, Allina shall provide an opportunity for Business Associate to cure the breach or end the violation. Allina may terminate this Agreement and any agreement between Allina and Business Associate which is the subject of any material breach of this Agreement by Business Associate if Business Associate does not cure the breach or end the violation within the time specified by Allina. Allina may immediately terminate this Agreement and such other agreement if Business Associate has breached a material term of this Agreement and cure is not possible. If neither termination or cure are feasible, Allina will report the violation to the Secretary. This provision shall be in addition to and shall not limit any rights of termination set forth in such other agreement.

5.3 Effect of Termination

(a) Except as provided in 5.3(b), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Allina, or created or received by Business Associate on behalf of Allina. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall notify Allina of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Miscellaneous. The respective rights and obligations of Business Associate under this Agreement shall survive the termination, expiration, or other conclusion of this Agreement or any other agreement between Business Associate and Allina. This Agreement shall inure to the benefit of the parties hereto and each Allina affiliate to or on behalf of which Business Associate provides the Services, but not to the benefit of any other third party. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Allina to comply with the requirements of HIPAA. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Nothing in this Agreement shall be deemed a waiver of any legally-recognized claim of privilege available to either party.

United Hospital

By: _____

By: _____

Its: _____

Its: Vice President of Finance

Date: _____

Date: _____

Exhibit A

1. **“Services” Defined** (check each statement below that applies, and provide information for statements checked).

As used in this Agreement, “Services” includes services provided by Business Associate pursuant to the following agreements between Business Associate and Allina (insert agreement title(s)):

As used in this Agreement, “Services” includes the following additional or other services provided to or on behalf of the Allina business unit(s) identified in item 2 below (describe in general terms the services provided by Business Associate that are the subject of this Agreement – this section need not be used if all services are described in agreements named above):

2. **Allina Business Unit(s).** This Agreement applies with respect to Services provided to or on behalf of the following Allina business units (identify the relevant Allina business units):