

the Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or immediately terminate this Agreement, if, in the non-breaching party's reasonable judgment cure is not possible.

(c) Effect of Termination.

(1) Except as provided in Section 6(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Plan, or created, maintained, transmitted or received by Business Associate on behalf of Plan. 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.

(2) In the event the Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Plan notification 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, per Section 6(a) above, Business Associate shall continue to extend the protection of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as Business Associate maintains such Protected Health Information.

(d) Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Plan, or created, maintained, or received by business associate on behalf of Plan, shall:

1. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Plan the remaining Protected Health Information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
4. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in Section 2(b) under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Plan or destroy the Protected Health Information retained by business associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(e) Judicial or Administrative Proceedings. Either party may terminate the Arrangement, effective immediately, if: (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

7. Indemnification. Plan and Business Associate will indemnify hold harmless and defend the other party to this Agreement from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

8. Disclaimer. Business Associate makes no warranty or representation that compliance by Plan with this Agreement, HIPAA or ARRA will be adequate or satisfactory for Plan's own purposes or that any information in Plan's

possession or control, or transmitted or received by Plan, is or will be secure from unauthorized use or disclosure. Plan is solely responsible for all decisions made by Plan regarding the safeguarding of PHI.

9. No Third Party Beneficiaries. The parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to members. There are no third party beneficiaries to this Agreement.

10. Receipt of PHI. Business Associate's receipt of Plan member's PHI pursuant to the transactions contemplated by the Arrangement shall be deemed to begin on the execution date below, and Business Associate's obligations under this Agreement shall commence with respect to such PHI upon such receipt.

11. Interpretation. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

12. Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

13. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the party's shall negotiate in good faith to amend this Business Associate agreement to bring it into compliance such new law, regulation or decision of the court. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

14. Survival. The respective rights and obligations of Business Associate under Sections 6 and 7 of this Agreement shall survive the termination of this Agreement.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Enter Day day of Enter Month, Enter Year.

Business Associate

Plan

By: _____

By: _____

Print Name: Khalid Nazir

Print Name: _____

Title: VP Finance

Title: _____

Date: _____

Date: _____

Address for Notice:

Address for Notice:

COPY TO:

Humana Inc.
500 West Main Street
Louisville, KY 40202
Attn: Law Department

COPY TO

Attachment A

Persons Authorized to Receive Protected Health Information on behalf of the Plan”

Individual's name	Individual's name
Title	Title
Company Name	Company Name
address	address
city / state / zip	city / state / zip
Telephone No.	Telephone No.
FAX No.	FAX No.
E-Mail Address	E-Mail Address

Individual's name	Individual's name
Title	Title
Company Name	Company Name
address	address
city / state / zip	city / state / zip
Telephone No.	Telephone No.
FAX No.	FAX No.
E-Mail Address	E-Mail Address

Add additional Names as Necessary