

AMENDMENT TO AGREEMENT

The AGREEMENT by and between HUMANA HEALTH PLAN, INC., HUMANA HEALTHCHICAGO, INC., HUMANA INSURANCE COMPANY and their affiliates, (collectively referred to herein as "HUMANA"), and Children's Community Physicians Association, entered into at Chicago, Illinois, on July 1, 2003, (herein referred to as "GROUP AGREEMENT") is amended as follows:

1. Attachment C, shall be deleted in its entirety and replaced with the following:

A. PAYMENT

Group agrees to accept as payment in full from **Humana** for Covered Services rendered to Members, one hundred fourteen percent (114%) of **Humana's** (005-606) fee schedule, or **Group's** billed charges, whichever is less, less any Co-payments due from Members. Reimbursement for Anesthesia shall be twenty-nine dollars (\$29) per unit (unit = 15 min). Reimbursement for Injectibles and Immunizations shall be one hundred -eight (108%) of the Average Wholesale Process (AWP) (079-193).

Humana's (005-606) fee schedule is based on the Medicare Resource Based Relative Value Scale (RBRVS) fee schedule and payment systems in effect as of the effective date of this Agreement and will change thereafter to reflect the annual updates to the schedule made by the Centers for Medicare/Medicaid Services (CMS). Additionally, **Humana** will adjust the schedule to include and assign fees for services, which are not covered by RBRVS. A list of those **Humana** adjusted codes and fees will be available to **Group** upon request.

For Members covered under HUMANA's Medicare Supplement HMO Plan and Medicaid Plan, PHYSICIAN agrees to accept as payment in full the Medicare/Medicaid allowable fees or PHYSICIAN's Medicare/Medicaid profile, whichever is less, for Covered Services provided, Physician agrees to bill and collect from Medicare/Medicaid or its intermediary. HUMANA will pay the difference between Medicare/Medicaid allowable and actual payment due from Medicare/Medicaid.

Such annual updates by CMS and any corresponding adjustments by **Humana** shall be incorporated herein without notice to the **Group**, but will be available to **Group** upon request. **Humana** may make other adjustments and modifications to the fee schedule. In such cases, **Humana** will provide to **Group** a sixty (60) day written notice prior to implementation of any other modifications and adjustments to the fee schedule.

Humana has provided a representative sample of the fee schedule to **Group** prior to **Group's** execution of this Agreement, and thereafter will supply a sample upon written request by **Group**. The **Group** hereby acknowledges receipt of fee schedule sample.

B. PHYSICIAN EXTENDERS

Group agrees that in the event that **Group** employs, subcontracts or independently contracts with or uses the services of a physician extender (that is, a physician assistant, advanced registered nurse practitioner, certified registered nurse anesthetist, certified nurse midwife, certified surgical assistant, certified registered nurse first assistant or such other similarly situated individual) who will be providing services to **Humana** Members under the supervision of **Group's** physician(s), **Group** shall notify **Humana** in writing, upon execution of this Agreement and at any time during the term of this Agreement when such physician extenders are employed, subcontracted or independently contracted with **Group**, and the specific

services that such physician extenders will be performing, prior to the provision of services to any **Humana** Member. **Group** represents that physician extenders employed by or under contract with **Group** will comply with the terms and condition of this Agreement, maintain professional liability coverage and are appropriately licensed as required by applicable state and federal laws, rules and regulations. **Group** acknowledges and agrees **Humana** retains the right to approve, suspend and/or terminate participation under this Agreement of any physician extender who will be providing services to **Humana** Members. **Humana**, in its sole discretion, may reimburse **Group** for services of such physician extenders at rates that are eighty percent per cent (80%) of the rates set forth in **Attachment B** for the same services provided by **Group**.

C. ANCILLARY SERVICES

Group and **Group** physicians shall provide only those laboratory, injectible, infusion therapy, durable medical equipment, radiology, nuclear medicine, physical therapy and other ancillary health care services which **Group** Physician is qualified to provide by license, certification, and state and/or federal law.

D. SPECIFIC REFERRALS

Group and **Group** physicians acknowledges and agrees that certain referrals are required to be made to specific providers designated by **Humana**. These specific referral providers include but are not limited to:
Services: Vendor Entity:

Group and **Group** physicians further acknowledges and agrees that such specific providers may be changed or added to upon written notice by **Humana** to **Group**.

In the event of any conflict between the terms of this Amendment and the GROUP AGREEMENT, or any previous Addenda or Amendments, the terms of this Amendment shall be deemed to control.

The effective date of this Amendment shall be July 1, 2004

Humana

By: [Signature]
HUMANA's Regional Vice President or designee

Group Children's Community
Physicians Association

By: Teresa Chan

Date: 6-18-04

Title: Executive Director

Date: May 27, 2004

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into by and between **Humana Health Plan, Inc.** on behalf of its affiliates that underwrite or administer health plans (hereinafter "**Humana**") and **Children's Community Physician Association** (hereinafter "**Business Associate**").

WITNESSETH

WHEREAS, Humana and Business Associate desire to enter into a standard Business Associate arrangement (hereinafter the "**Arrangement**") pursuant to which Business Associate agrees to provide utilization management, claims, & credentialing services; and

WHEREAS, Humana and Business Associate desire to enter into a HIPAA Business Associate Agreement (hereinafter the "**Agreement**") as follows:

Scope of Agreement

A. In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy and Security Rules"), Humana will provide Business Associate with access to, or have Business Associate create, maintain, transmit and/or receive certain Protected Health Information ("PHI" as defined below), thus necessitating a written agreement that meets the applicable requirements of the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA").

B. Humana and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations regarding privacy and security of personal information.

C. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.

D. In the event of any conflict between this Agreement and the Arrangement as to the subject matter referenced herein, this Agreement shall control.

In consideration of the mutual promises below and the exchange of Information pursuant to this Agreement, the parties agree as follows:

1. Definitions. The following terms shall have the meaning set forth below:
 - (a) ARRA. "ARRA" means the American Recovery and Reinvestment Act of 2009
 - (b) C. F. R. "C.F. R." means the Code of Federal Regulations.
 - (c) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C. F. R. 160.501.

- (d) Discovery. “Discovery” shall mean the first day on which a Security Breach is known to Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Business Associate), or should reasonably have been known to Business Associate, to have occurred.
- (e) Electronic Health Record. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
- (f) Electronic Protected Health Information. “Electronic Protected Health Information” means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of “Protected Health Information”, as defined in 45 C. F. R. 160.103.
- (g) Individual. “Individual” shall have the same meaning as the term “individual” in 45 C. F. R. 164.501 and shall include a person who qualifies as personal representative in accordance with 45 C. F. R. 164.502 (g).
- (h) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “Protected Health Information”, as defined by 45 C. F. R. 160.103, limited to the information created or received by Business Associate from or on behalf of Humana.
- (i) Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C. F. R. 164.501.
- (j) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (k) Security Breach. “Security Breach” means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:
- (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Business Associate if:
 - (a) such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with Business Associate; and
 - (b) such information is not further acquired, accessed, used or disclosed by any person; or
 - (ii) any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by Business Associate to another similarly situated individual at the same facility; and
 - (iii) any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
- (l) Security Breach Compliance Date. “Security Breach Compliance Date” means the date that is thirty (30) days after the Secretary publishes interim final regulations to carry out the provisions of Section 13402 of Subtitle D (Privacy) of ARRA..

- (m) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C. F. R. 164.304.
- (n) Segregation of duties. "Segregation of duties" is a method for reducing the risk of accidental or deliberate system misuse. Care should be taken that no single person can access, modify or use assets without authorization or detection. The initiation of an event should be separated from its authorization. The possibility of collusion should be considered in designing the controls.
- (o) Standard Transactions. "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C. F. R., Parts 160-162.
- (p) Unsecured Protected Health Information. "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.

2. Obligation of Business Associate.

- (a) Permitted Uses and Disclosures. Business Associate may create, use and/or disclose Humana Member's PHI pursuant to the Arrangement or this Agreement in accordance with the specifications set forth below provided that such use or disclosure would not violate the Privacy and Security Rules if done by Humana or the minimum necessary policies and procedures of the Humana.
 - 1. Eligibility, claims information, medical record, referral data, utilization management data and case management files for the sole purpose of assisting in member specific quality improvement activities.
 - 2. Medical records for the sole purpose of auditing activities related to credentialing and recredentialing.
 - 3. Medical records, referral data and utilization management data for the sole purpose of auditing activities related to credentialing and recredentialing.
 - 4. Eligibility and claims information for the sole purpose of claims processing and payment, billing and reimbursement decisions.
 - 5. Eligibility, claims information and diagnosis code(s) for the sole purpose of outpatient care coordination.
 - 6. Eligibility, claims information, diagnosis code(s), medical record, member specific adverse determination and case management files and referral data for the sole purpose of utilization review and utilization management.
 - 7. Eligibility, claims information, diagnosis codes, medical record, and member specific adverse determination (denial file) and case management files for the sole purpose of medical necessity reviews.
 - 8. Eligibility and medical record for the sole purpose of referral denial decisions.

(b) Specific Use and Disclosure Provisions

- (1) Except as otherwise prohibited by this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (2) Except as otherwise prohibited by this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that 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 in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.
- (3) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without Humana's prior written approval and notice from Humana that it has obtained from the individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Humana's payments to Business Associate for services delivered by Business Associate to Humana.
- (4) Except as otherwise prohibited by this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Humana as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (5) Business Associate may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).

(c) Data Aggregation Services. For purposes of this Section, "Data Aggregation" means, with respect to Humana's PHI, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another covered entity, as that term is defined under HIPAA to permit data analyses that relate to the health care operations of the respective Covered Entities. If applicable, Business Associate shall provide the following Data Aggregation services relating to the health care operations of Humana, as such Business Associate shall comply with restrictions on the use and disclosure of PHI. Humana shall notify Business Associate of such restrictions upon the effective date of this Agreement.

- Outcomes data aggregation
- Profiling of utilization patterns, outcomes and prescribing patterns of providers
- Geographic profiling of patterns of care rendered to Humana Members

(d) Nondisclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall also comply with any further limitations on uses and disclosures agreed to by Humana in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to Business Associate according with Section 3(d) of this Agreement.

- (e) Safeguards. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of his/her/its activities; and (iii) periodic and mandatory privacy and security training and awareness to its employees and subcontractors; and (iv) appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity to which Business Associate has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under the Arrangement or this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement; and (v) duties and areas of responsibility should be segregated to reduce opportunities for unauthorized or unintentional modification or misuse of Humana or Business Associates assets.
- (f) Reporting of Disclosures and Mitigation. Business Associate shall provide immediate written notice to Humana of any use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such notice shall be provided in the manner set out in 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 of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (g) Contractors. It is understood and agreed that Business Associate shall maintain written confidentiality agreements with contractors, including without limitation subcontractors and independent contractors, as necessary to perform the services required under the Arrangement, in a form consistent with, the terms and conditions established in this Agreement. Sample copies of the standard confidentiality agreements between Business Associate and contractors will be made available upon request. Business Associate agrees and shall require contractors to agree that in the event of any conflict between such Confidentiality Agreements and this Agreement, the language in this Agreement shall control. Business Associate agrees to notify Humana of any material change(s) to the aforementioned agreements at least thirty (30) days prior to implementing such change(s). Business Associate shall ensure that any agents, including subcontractors, to whom it provides Humana Member's PHI received from, created by, or received by Business Associate on behalf of Humana agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI. In no event shall Business Associate, without Humana's prior written approval, provide Protected Health Information received from, or created or received by Business Associate on behalf of Humana, to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes or otherwise has access to the Protected Health Information outside of the United States.
- (h) Availability of Information. Business Associate agrees to provide access, at the request of Humana, and in the time and manner designated by Humana, to Protected Health Information in a Designated Record Set, to Humana or, as directed by Humana, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Humana's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If Business Associate provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).
- (i) Amendment of PHI. Business Associate shall make PHI available to Humana as reasonably required to fulfill Humana's obligations to amend such PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by

Humana, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.

- (j) Internal Practices. Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Humana, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to Humana, or at the request of the Humana to the Secretary, in a time and manner designated by Humana or the Secretary, for purposes of the Secretary determining Humana's compliance with the Privacy and Security Rules.
- (k) Notification of Breach. Beginning on the later of the Effective Date of this Agreement, Business Associate agrees to report to Humana any potential Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than five (5) calendar days after Discovery of a Security Breach. Such notice shall include: (i) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed; and (ii) a brief description of the event; and (iii) the date of the potential Security Breach; and (iv) the date of discovery; and (v) the type of Protected Health Information involved; and (vi) any preliminary steps taken to mitigate the damage; and (vii) a description of any investigatory steps taken. In addition, Business Associate shall provide any additional information reasonably requested by Humana for purposes of investigating the Security Breach. Business Associate's notification of a Security Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Breach notifications must be reported to Humana by one of the following methods:

By Mail: Humana Privacy Officer
500 West Main Street, 26th Floor
Louisville, KY 40202

By Phone: 502-580-3700

By email: privacyoffice@humana.com

- (l) In addition to the foregoing, Business Associate agrees that in the event of a security incident, Humana shall have the sole right to determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or HHS, or others as required by law or regulation, or in Humana's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. Any such notice or remediation shall be at Business Associate's sole cost and expense.
- (m) Business Associate agrees to document such disclosures of Protected Health Information as would be required for Humana to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (n) Business Associate agrees to provide to Humana, in the time and manner designated by Humana, the information collected in accordance with Section 2(k) of this Agreement, to permit Humana to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528. In addition, with respect to information contained in an Electronic

Health Record, Business Associate shall document, and maintain such documentation for three (3) years from date of disclosure, such disclosures as would be required for Humana to respond to a request by an Individual for an accounting of disclosures of information contained in an Electronic Health Record, as required by Section 13405(c) of Subtitle D (Privacy) of ARRA and related regulations issued by the Secretary from time to time.

- (o) Business Associate acknowledges that it shall request from Humana and so disclose to its affiliates, agents and subcontractors or other third parties, (i) the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or, (ii) if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, Business Associate shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time
- (p) With respect to Electronic Protected Health Information, Business Associate shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Humana. Business Associate acknowledges that on Effective Date of this Agreement, (i) the foregoing safeguard, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Humana, and (ii) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- (q) With respect to Electronic Protected Health Information, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (r) Business Associate shall report to Humana any Security Incident of which it becomes aware. For purposes of reporting to Humana, any attempted unsuccessful Security Incident means any attempted unauthorized access that prompts Business Associate to investigate the attempt or review or change its current security measures.
- (s) If Business Associate conducts any Standard Transactions on behalf of Humana, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- (t) During the term of this Agreement, Business Associate may be asked to complete a security survey and/or attestation document designed to assist Humana in understanding and documenting Business Associate's security procedures and compliance with the requirements contained herein. Business Associate's failure to complete either of these documents within the reasonable timeframe specified by Humana shall constitute a material breach of this Agreement.
- (u) Business Associate acknowledges that on the Effective Date of this Agreement, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. Obligations of Humana.

- (a) Humana will use appropriate safeguards to maintain the confidentiality, privacy and security of PHI in transmitting same to Business Associate pursuant to the Arrangement and this Agreement.
- (b) Humana shall notify Business Associate of any limitation(s) in Humana's notice of privacy practices that Humana produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Humana 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 affect Business Associate's use or disclosure of Protected Health Information.
- (d) Humana shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Humana has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4. Audits, Inspection and Enforcement. From time to time upon reasonable advance notice, or upon a reasonable determination by Humana that Business Associate has potentially or actually breached this Agreement, Humana may inspect the facilities, systems, books, procedures and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Humana in writing.

To the extent that Humana determines that such examination is necessary to comply with Humana's legal obligations pursuant to HIPAA relating to certification of its security practices, Humana or its authorized agents or contractors, may, at Humana's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Humana the extent to which Business Associate's administrative, physical and technical safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

5. Waiver. Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party, shall not at any time be deemed a waiver of a party's right to elect such remedy(ies) at any subsequent time if a condition of default continues or recurs.

6. Termination.

- (a) Term. The provisions of this Agreement shall take effect on the Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by Humana to Business Associate, or created, maintained, transmitted or received by Business Associate on behalf of Humana, is destroyed or returned to Humana, or, in accordance with Section 6(c)(2)
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement and upon, either party's knowledge of a material breach of this Agreement by the other party, the nonbreaching party shall provide an opportunity for the breaching party, to cure the breach or end the violation, or terminate 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 Humana, or created, maintained, transmitted or received by Business Associate on behalf of Humana. 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 Humana 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) 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. Humana 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. Humana makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

9. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Arrangement, available to Humana, at no cost to Humana, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Humana, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Business Associate or its contractor, employee or agent is a named adverse party.

10. Costs Recovery. Business Associate, at its own cost and expense shall:

- promptly furnish to Humana full details of the breach. For purposes of this section, Breach shall mean any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations;
- assist and cooperate fully with Humana in Humana's investigation of Business Associate, employees, contractors, sub-contractors, agents or other third parties related to the security

incident, including but not limited to providing Humana with physical access to the facilities and operations affected, facilitating interviews with employees and others involved in the matter, and making available all relevant records, logs, files, systems and data;

- promptly use its best efforts to prevent a recurrence of any such security incident

11. 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.

12. Receipt of PHI. Business Associate's receipt of Humana 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.

13. 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.

14. 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.

15. 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, either party may, by written notice to the other party, amend the Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. 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.

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

17. 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 seventeenth day of February, 2010.

Humana

By: J. Gregory Catron

Print Name: J. Gregory Catron

Title: VP Assistant General Counsel

Date: January 8, 2010

Address for Notice:

COPY TO:

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

Business Associate

By: Kathleen McTigue

Print Name: Kathleen McTigue

Title: Executive Director

Date: April 7, 2010

Address for Notice:

Kathleen McTigue
Children's Community Physician Association
2300 Children's Plaza, Box #113
Chicago, IL 60614-3363

COPY TO

