**HIPAA BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is entered into by and between Humana Inc. on behalf of each affiliate considered a provider covered entity as defined below (collectively hereinafter ”**Provider**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "**Business Associate**").

**WITNESSETH**

**WHEREAS**, Provider and Business Associate desire to enter into a Enter Type of Contract Here(hereinafter the "**Arrangement”**) pursuant to which Business Associate agrees to provide technology and/or technology-related services as more specifically described in the Arrangement; and

**WHEREAS**, Provider 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”), Provider 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”) and the American Recovery and Reinvestment Act of 2009 (“ARRA”).

B. Provider and Business Associate intend to protect theprivacy 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, ARRA, and other applicable state and federal 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) Business Associate. “Business Associate” shall mean «Company» acting as a Business Associate as such term is defined in 45 C. F. R. 160.103.

(c) C. F. R. “C.F. R.” means the Code of Federal Regulations.

(d) Designated Record Set. “Designated Record Set” has the meaning assigned to such term in 45 C. F. R. 164.501.

(e) 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.

(f) 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.

(g) 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.

(h) Individual. “Individual” shall have the same meaning as the term “individual” in 45 C. F. R. 164.501 and 45 C. F. R. 160.103 and shall include a person who qualifies as personal representative in accordance with 45 C. F. R. 164.502 (g)(1).

(i) 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 Provider.

(j) Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C. F. R. 164.501 and 45 C. F. R. 160.103.

(k) Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(l) 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.

(m) Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C. F. R. 164.304.

(n) 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 and 162.

(o) Subcontractor. “Subcontractor means a business associate that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

(p) Terms. All other terms used, but not defined, shall have the same meaning as those terms are given in 45 C.F.R. 160-164.

(q) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the meaning as the term “unsecured protected health information in 45 C.F.R. 164.402.

2. Obligation of Business Associate.

(a) Permitted Uses and Disclosures. Business Associate may create, use and/or disclose Provider patient’s PHI pursuant to the Arrangement or this Agreement only in accordance with the specifications set forth in the underlying Arrangement, this Agreement or as Required by Law provided that such use or disclosure would not violate the Privacy and Security Rules if done by Provider or the minimum necessary policies and procedures of Provider.

(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, in the form of a business associate agreement, 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 Provider’s prior written approval and notice from Provider 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 Provider’s payments to Business Associate for services delivered by Business Associate to Provider.

(4) Except as otherwise prohibited by this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Provider 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).

(6) Business associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set out above in this Section 2.(b).

(c) Business Associate agrees to document such disclosures of Protected Health Information as would be required for Provider 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.

(d) Business Associate agrees to provide to Provider, in the time and manner designated by Provider, the information collected in accordance with this Agreement, to permit Provider 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 if such disclosures as would be required for Provider 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.

(e) 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 Provider in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to Business Associate in accordance with Section 3(d) of this Agreement.

(f) Reporting of Disclosures and Mitigation. Business Associate shall provide immediate written notice to Provider 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 at Paragraph 2(l) of 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) Business Associate shall report to Provider any Security Incident of which it becomes aware. For purposes of reporting to Provider, 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.

(h) Safeguards*.* Business Associateshall use appropriate safeguards to prevent use or disclosure of Protected Health Information 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.

(i) Business Associate acknowledges that it shall request from Provider 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

(j) 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. 164.310, 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 Provider.

(k) 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.

(l) Notification of Breach. Business Associate shall report to Provider 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 Provider 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 Provider by one of the following methods:

 By Mail: Privacy Officer

 500 West Main Street, 26th Floor

 Louisville, KY 40202

 By Phone: 502-580-3700

 By email: privacyoffice@humana.com

(m) In addition to the foregoing, Business Associate agrees that in the event of such a notification set forth in Section 2(l), Provider 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 Provider’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.

(n) Availability of Information. Business Associate agrees to provide access, at the request of Provider, and in the time and manner designated by Provider, to Protected Health Information in a Designated Record Set, to Provider or, as directed by Provider, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Provider’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).

(o) Amendment of PHI. Business Associate shall make PHI available to Provider as reasonably required to fulfill Provider'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 Provider, incorporate any amendments to PHI into copies of such PHI maintained by Business Associate.

(p)Contractors*.* Business Associate shall maintain written agreements with Subcontractors, as necessary to perform the services required under the Arrangement, in a form consistent with, the terms and conditions, restrictions and requirements established in this Agreement. The business associate agreements shall require such Subcontractors to enter into additional downstream business associate agreements in order for Business Associate to comply with this Agreement and Business Associate’s independent HIPAA obligations as set out in 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). Sample copies of the standard business associate agreements between Business Associate and contractors will be made available upon request. Business Associate agrees and shall notify any Subcontractor that in the event of any conflict between this Agreement and any agreement between Business Associate and any Subcontractor, the requirements in this Agreement shall control. Business Associate agrees to notify Provider of any material change(s) to the aforementioned business associate 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 Provider patient’s PHI received from, created by, or received by Business Associate on behalf of Provider agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI*.* In no event shall Business Associate, without Provider’s prior written approval, provide Protected Health Information received from, or created or received by Business Associate on behalf of Provider, 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.

(q) 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, Provider, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to Provider, or directly to the Secretary, in a time and manner designated by Provider or the Secretary, as applicable, for purposes of the Secretary determining Provider’s compliance with the Privacy and Security Rules.

(r) If Business Associate conducts any Standard Transactions on behalf of Provider, Business Associate shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.

(s) During the term of this Agreement, Business Associate may be asked to complete a security survey and/or attestation document designed to assist Provider 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 Provider shall constitute a material breach of this Agreement.

3. Obligations of Provider.

(a) Provider 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) Provider shall notify Business Associate of any limitation(s) in Provider’s notice of privacy practices that Provider 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) Provider 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) Provider shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Provider 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 Provider that Business Associate has potentially or actually breached this Agreement, Provider 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 Provider in writing.

To the extent that Provider determines that such examination is necessary to comply with Provider's legal obligations pursuant to HIPAA relating to certification of its security practices, Provider or its authorized agents or contractors, may, at Provider's expense, examine Business Associate’s facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Provider 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 Provider to Business Associate, or created, maintained, transmitted or received by Business Associate on behalf of Provider, subject to Section 6(c)(2), is destroyed or returned to Provider in accordance with Section 6(c)(1).

(b) Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement andupon, 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. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Provider, or created, maintained, or received by Business Associate on behalf of Provider, shall:

(1) Retain only that Protected Health Information in the possession of Business Associate or in the possession of Subcontractors or agents of Business Associate which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, retaining no copies of the Protected Health Information;

(2) Return to Provider 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) At such time as the Protected Health Information retained pursuant to 6(d)(1) above is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, Business Associate shall return, at no cost to Provider, that Protected Health Information received from Provider, or created, maintained, transmitted or received by Business Associate on behalf of Provider retained by Business Associate or, if permitted by Provider, destroy such Protected Health Information at no cost to Provider. This provision shall apply to Protected Health Information that is in the in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(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. Provider 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. Provider makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or ARRA will be adequate or satisfactory for Business Associate’s own purposes orthat 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 Provider, at no cost to Provider, to testify as witnesses, or otherwise, in theevent of litigation or administrative proceedings being commenced against Provider, 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. 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 patients. There are no third party beneficiaries to this Agreement.

11. Receipt of PHI. Business Associate’s receipt of Provider patient’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.

12. 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.

13. 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.

14. 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.

16. Survival. The respective rights and obligations of Business Associate under Sections 6 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 «Effective\_date» (the “Effective Date”).

**Provider**  **Business Associate**

By: By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address for Notice:** **Address for Notice:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ «Company»

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ «Company\_street», «Company\_street\_2»

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ «Company\_city», «Company\_state», «Company\_zip»

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COPY TO: COPY TO

Humana Inc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

500 West Main Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Louisville, KY 40202 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn: Law Department \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_