

HMO PROVISIONS
ATTACHMENT

The following provisions apply to HMO products and plans, as applicable.

- I. **Services to Members.** In the event **Hospital** provides a Member a non-covered service or refers a Member to an out-of-network provider without pre-authorization from **Humana**, **Hospital** shall, prior to the provision of such non-covered service or out-of-network referral, inform the Member: (i) of the service(s) to be provided or referral(s) to be made; (ii) that **Humana** will not pay or be liable financially for such non-covered service(s) or out-of-network referral(s); and (iii) that Member will be responsible financially for non-covered service(s) and/or out-of-network referral(s) that are requested by the Member.

- II. **Continuity of Care.** Subject to and in accordance with all applicable state and/or federal laws, rules and/or regulations, upon termination or expiration of this Agreement, **Hospital** shall continue to provide Covered Services to any Member hospitalized on the effective date of termination until the date of discharge or until **Humana** has made arrangements for substitute care or as may be required by state and/or federal law. **Hospital** agrees to accept as payment in full from **Humana** for Covered Services rendered to such Members, the rates set forth in the Payment Attachment, less any Copayments due from such Members.

- III. **Medical Records.** Upon request from **Humana** or a Member, **Hospital** shall transfer a complete copy of the medical records of any Member transferred to another physician and/or facility for any reason, including termination or expiration of this Agreement. The copy and transfer of medical records shall be made at no cost to **Humana** or the Member and shall be made within a reasonable time following the request, but in no event more than five (5) business days, except in cases of emergency where the transfer shall be immediate. **Hospital** agrees that such timely transfer of medical records is necessary to provide for the continuity of care for Members. **Hospital** agrees to pay court costs and/or legal fees incurred by **Humana** or the Member to enforce the terms of this provision.

- IV. **Hospital Responsibilities.**
 - A. **Humana First**

Hospital agrees to participate in **Humana's** twenty-four (24) hour nurse call program, HumanaFirst, or any such successor program.

 - B. **Health Improvement Studies**

Hospital agrees to participate in **Humana's** health improvement studies as they are developed and implemented.

 - C. **Quality Improvement Activities**

Hospital agrees to cooperate with **Humana's** quality improvement activities and, upon request by **Humana**, to participate in **Humana's** quality improvement activities as they are developed and implemented.