

ANCILLARY PROVIDER PARTICIPATION AGREEMENT

This Ancillary Provider Participation Agreement ("**Agreement**") is made and entered into by and between the party named on the signature page below (hereinafter referred to as "**Provider**") and Humana Health Plans of Puerto Rico, Inc., and Humana Insurance of Puerto Rico corporation organized and existing under the laws of the Commonwealth of Puerto Rico and their affiliates that underwrite or administer health plans (hereinafter referred to as "**Humana**") and Health Value Management, Inc. d/b/a ChocieCare Network (hereinafter referred to as **ChoiceCare**)

RELATIONSHIP OF THE PARTIES

- 1.1 In performance of their respective duties and obligations hereunder, **Humana** and **Provider**, and their respective employees and agents, are at all times acting and performing as independent contractors, and neither party, nor their respective employees and agents, shall be considered the partner, agent, servant, employee of, or joint venturer with, the other party. Unless otherwise agreed to herein, the parties acknowledge and agree that neither **Provider** nor **Humana** will be liable for the activities of the other nor the agents and employees of the other, including but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with: (i) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (ii) any negligent act or omission or other misconduct; (iii) the failure to comply with any applicable laws, rules or regulations; or (iv) any accident, injury or damage to persons or property. Notwithstanding anything to the contrary contained herein, **Provider** further agrees to and hereby does indemnify, defend and hold harmless **Humana** from any and all claims, judgments, costs, liabilities, damages and expenses whatsoever, including reasonable attorneys' fees, arising from any acts or omissions in the provision by **Provider** of medical services to Members. This provision shall survive termination or expiration of this Agreement.
- 1.2 The parties agree that **Humana's** affiliates whose Members receive services hereunder do not assume joint responsibility or liability between or among such affiliates for the acts or omissions of such other affiliates.

SERVICES TO MEMBERS

- 2.1 Subject at all times to the terms of this Agreement, **Provider** agrees to provide or arrange for medical and related health care services to individuals designated by **Humana** (herein referred to as "**Members**") with an identification card or other means of identifying them as Members and covered under self-funded or insured health benefits plans to which **Provider** has agreed to participate as set forth in the product participation list attachment.
- 2.2 **Provider** further agrees to provide **Provider's** services to individuals covered under other third party payors' (hereinafter referred to as "**Payor**" or "**Payors**") health benefits contracts (hereinafter referred to as "**Plan**" or "**Plans**") and agrees to comply with such Payors' policies and procedures. For Covered Services rendered to such individuals, **Provider** acknowledges and agrees that all rights and responsibilities arising with respect to benefits to such individuals shall be subject to the terms of the Payor Plan covering such individuals. Individuals covered under such Plans will have an identification card as a means of identifying the Payor Plan which provides coverage. Such identification cards will display a **Humana** logo and/or name.
- 2.3 For Covered Services provided to those individuals identified in Section 2.2 above, **Provider** will accept payments for Covered Services from Plans in accordance with the terms and conditions of this Agreement and the rates set forth in the payment attachment applicable to the type of Plan. **Provider** agrees that in no event, including, but not limited to, nonpayment by Payor, or Payor's insolvency, shall **Provider** bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against **Humana** for services provided by **Provider** to such Plans' members. This provision shall not prohibit collection by **Provider** from Plans' members for non-covered services and/or member cost share amounts in accordance with the terms of the applicable member Plan. Payors Plans will provide appropriate steerage

Member or bring **Humana** or its health care networks into disrepute; (ii) **Provider** or any Participating Provider fails to meet **Humana's** credentialing or re-credentialing criteria; (iii) **Provider** or any Participating Provider is excluded from participation in any federal health care program; (iv) **Provider** voluntarily or involuntarily seeks protection from creditors through bankruptcy proceedings or engages in or acquiesces to receivership or assignment of accounts for the benefit of creditors; or (v) **Humana** loses its authority to do business in total or as to any limited segment of business, but then only as to that segment.

- 6.4 In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon at least sixty (60) days prior written notice to the breaching party, which notice shall specify in detail the nature of the alleged breach; provided, however, that if the alleged breach is susceptible to cure, the breaching party shall have thirty (30) days from the date of receipt of notice of termination to cure such breach, and if such breach is cured, then the notice of termination shall be void of and of no effect. If the breach is not cured within the thirty (30) day period, then the date of termination shall be that date set forth in the notice of termination. Notwithstanding the foregoing, any breach related to credentialing or re-credentialing, quality assurance issues or alleged breach regarding termination by **Humana** in the event that **Humana** determines that continued participation under this Agreement may affect adversely the health, safety or welfare of any Member or bring **Humana** or its health care networks into disrepute, shall not be subject to cure and shall be cause for immediate termination upon written notice to **Provider**.
- 6.5 **Provider** agrees that the notice of termination or expiration of this Agreement shall not relieve **Provider** of its obligation to provide or arrange for the provision of Provider Services through the effective date of termination or expiration of this Agreement.

POLICIES AND PROCEDURES

- 7.1 **Provider** agrees to comply with **Humana's** quality assurance, quality improvement, accreditation, risk management, utilization review, utilization management, clinical trial and other administrative policies and procedures established and revised by **Humana** from time to time and, in addition, those policies and procedures which are set forth in **Humana's** Manuel del Proveedor, or its successor (hereinafter referred to as the "**Manual**"), and bulletins or other written materials that may be promulgated by **Humana** from time to time to supplement the Manual. The Manual and updated policies and procedures may be issued and distributed by **Humana** in electronic format. Paper copies may be obtained by **Provider** upon written request. Revisions to such policies and procedures shall become binding upon **Provider** ninety (90) days after such notice to **Provider** by mail or electronic means, or such other period of time as necessary for **Humana** to comply with any statutory, regulatory and/or accreditation requirements.
- 7.2 **Humana** shall maintain an authorization procedure for **Provider** to verify coverage of Members under a **Humana** health benefits contract.
- 7.3 **Provider** agrees to comply with the policies and procedures set forth in the Manual regarding inpatient and outpatient transition care including, but not limited to, notifying **Humana** of the referrals within twenty-four (24) hours or obtaining authorization for transition care. **Provider** recognizes that failure to comply with the Manual with respect to a Member's transition care could result in limitations on **Humana's** ability to administer Members' benefits. In the event **Provider** fails to comply with the Manual regarding a Member inpatient or outpatient admission and discharge, **Provider's** claim will be pended and may either not be paid (if it is not Medically Necessary). **Provider** agrees it shall not balance bill the Member for the amount of the reduction in payment. In the event the reduction described herein is effected, the Member's Copayments, if any, will be adjusted accordingly.

CREDENTIALING AND PROFESSIONAL LIABILITY INSURANCE

- 8.1 Participation under this Agreement by **Provider** and Participating Providers is subject to the satisfaction of all applicable credentialing and re-credentialing standards established by **Humana**. **Provider** shall provide **Humana**, or its designee, information necessary to ensure compliance with such standards at no cost to **Humana** or its designee. **Provider** agrees to use electronic credentialing and recredentialing processes when administratively feasible.
- 8.2 **Provider** shall maintain, at no expense to **Humana**, policies of comprehensive general liability, professional liability, and workers' compensation coverage, insuring **Provider** and **Provider's** employees and agents against any claim or claims for damages arising as a result of injury to property or person, including death, occasioned directly or indirectly in connection with the provision of Physician Services contemplated by this Agreement and/or the maintenance of **Provider's** facilities and equipment. Upon request, **Provider** shall provide **Humana** with evidence of said coverage. **Provider** shall within ten (10) business days following service upon **Provider**, or such other period of time as may be required by any applicable law, rule or regulation, notify **Humana** in writing of any Member lawsuit alleging malpractice involving a Member.

PROVISION OF MEDICAL SERVICES

- 9.1 **Provider** shall provide Members all available medical services within the normal scope of and in accordance with its licenses and certifications, except transplant services, unless otherwise specifically agreed to herein.
- 9.2 **Provider** shall maintain all medical equipment including, but not limited to, imaging, diagnostic and/or therapeutic equipment (hereinafter referred to as "**Equipment**") in acceptable working order and condition and in accordance with the Equipment manufacturer's recommendations for scheduled service and maintenance. Such Equipment shall be located in areas that promote patient and employee safety. **Provider** shall provide **Humana** or its agents with access to such Equipment for inspection and an opportunity to review all records reflecting Equipment maintenance and service history. Such Equipment shall only be operated by qualified technicians with appropriate training and required licenses and certifications.
- 9.3 Equipment owned and/or operated by **Provider** shall comply with all standards for use of such Equipment and technician qualifications established by **Humana**. **Provider** agrees to comply with all requests for information related to Equipment and **Provider's** and/or **Provider's** staff, qualifications for use of same. In the event: (i) **Provider's** Equipment fails to meet **Humana's** standards; or (ii) **Provider** declines to comply with **Humana's** standards for use of Equipment, **Provider** agrees that it will not use such Equipment while providing services to Members and shall not bill, charge, seek payment or have any recourse against **Humana** or Members for any amounts for services with respect to such Equipment.

STANDARDS OF PROFESSIONAL PRACTICE

- 10.1 Provider Services shall be made available to Members without discrimination on the basis of type of health benefits plan, source of payment, sex, age, race, color, religion, national origin, health status or disability. **Provider** shall provide Provider Services to Members in the same manner as provided to its other patients and in accordance with prevailing practices and standards of care.

QUALITY AND UTILIZATION REVIEW DATA REQUESTED BY HUMANA

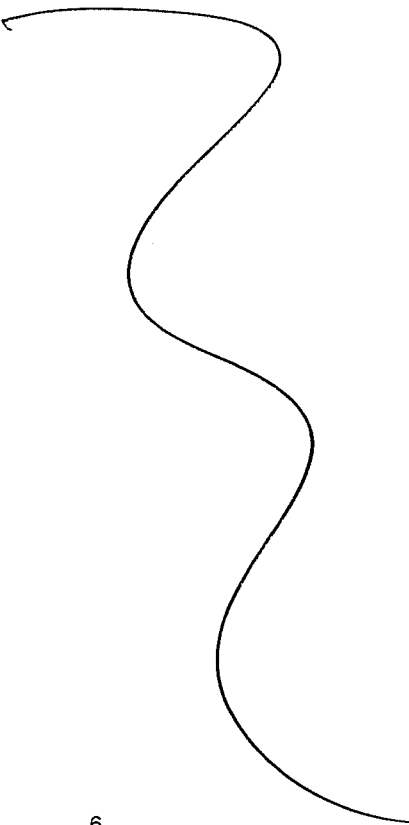
- 11.1 **Provider** agrees to participate in **Humana's** utilization review program, whether performed internally or by an external vendor of **Humana's** choosing, and to provide data requested by **Humana** to conduct quality and utilization review activities concerning **Humana** Members.
- 11.2 **Provider** agrees to obtain from Members authorization for **Humana's** review personnel to have access to Members during their term of treatment and to Members' medical records, and pursuant to such authorization, provide **Humana's** review personnel such access. **Provider**

further agrees to furnish **Humana's** review personnel access to **Provider** and **Provider's** personnel during the term of a Member's treatment.

MEDICAL RECORDS

- 12.1 **Provider** shall prepare, maintain and retain as confidential the medical records of all Members receiving Provider Services, and Members' other personally identifiable health information received from **Humana**, in a form and for time periods required by applicable state and federal laws, licensing requirements, accreditation and reimbursement rules and regulations to which **Provider** is subject, and in accordance with accepted medical practice. **Provider** shall obtain authorization of Members permitting **Humana**, and/or any state or federal agency as permitted by law, to obtain a copy and have access, upon reasonable request, to any medical record of Member related to services provided by **Provider** pursuant to applicable state and federal laws. Copies of such records for the purpose of claims processing shall be made and provided by **Provider** at no cost to **Humana** or the Member.
- 12.2 Upon request from **Humana** or a Member, **Provider** 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. **Provider** agrees that such timely transfer of medical records is necessary to provide for the continuity of care for Members. **Provider** agrees to pay court costs and/or legal fees incurred by **Humana** or the Member to enforce the terms of this provision.
- 12.3 **Provider** and **Humana** agree to maintain the confidentiality of information maintained in the medical records of Members, and information obtained from **Humana** through the verification of Member eligibility, as required by law. This **Section 12** shall survive any expiration or termination of this Agreement, regardless of the cause.

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USE OF PROVIDER'S NAME

- 13.1 **Humana** may include the following information in any and all marketing and administrative materials published or distributed in any medium: **Provider's** name, the names of all Participating Providers, **Provider's** and Participating Providers' telephone numbers, addresses, available services, and **Provider's** Internet web-site address. **Humana** will provide **Provider** with access to such information or copies of such administrative or marketing materials upon request.
- 13.2 **Provider** may advertise or utilize marketing materials, logos, trade names, service marks, or other materials created or owned by **Humana** after obtaining **Humana's** written consent. **Provider** shall not acquire any right or title in or to such materials as a result of such permissive use.
- 13.3 **Provider** agrees to allow **Humana** to distribute a public announcement of **Provider's** affiliation with **Humana**.

PAYMENT

- 14.1 **Provider** shall accept payment from **Humana** for those services provided to Members for which benefits are payable under a Member's health benefits contract (herein referred to as "**Covered Services**") provided to Member in accordance with the reimbursement terms in the payment attachment. **Provider** shall collect directly from Member any co-payment, coinsurance, or other Member cost share amounts (hereinafter referred to as "**Copayments**") applicable to the Covered Services provided and shall not waive, discount or rebate any such Copayments. Payments made in accordance with the payment attachment less the Copayments owed by Members pursuant to their health benefits contracts shall be accepted by **Provider** as payment in full from **Humana** for all Covered Services. This provision shall not prohibit collection by **Provider** from Member for any services not covered under the terms of the applicable Member health benefits contract. A reduction in payment as a result of claims policies and/or processing procedures is not an indication that the service provided is a non-covered service.
- 14.2 **Provider** agrees that payment may not be made by **Humana** for services rendered to Members which are determined by **Humana** not to be Medically Necessary. "**Medically Necessary**" (or "**Medical Necessity**"), unless otherwise defined in the applicable Member health benefits contract, means services or supplies provided by a licensed, certified or approved, as applicable, hospital, physician or other health care provider to identify or treat a condition, disease, ailment, sickness or bodily injury and which, in the opinion of **Humana**, are: (i) consistent with the symptoms, diagnosis and treatment of the condition, disease, ailment, sickness or bodily injury; (ii) appropriate with regard to standards of accepted medical practice; (iii) not primarily for the convenience of the patient or the hospital, physician, or other health care provider; (iv) the most appropriate and cost-effective supply, setting, or level of service which safely can be provided to the patient; and (v) substantiated by records and documentation maintained by the provider of services. When applied to an inpatient, it further means that the patient's symptoms or condition requires that the services or the supplies cannot be provided safely to the patient as an outpatient. Notwithstanding anything to the contrary in this Agreement, **Provider** agrees that in the event of a denial of payment for Provider Services rendered to Members determined not to be Medically Necessary by **Humana**, that **Provider** shall not bill, charge, seek payment or have any recourse against Member for such services.
- 14.3 **Provider** agrees that **Humana** may recover overpayments made to **Provider** by **Humana** by offsetting such amounts from later payments to **Provider**, including, without limitation, making retroactive adjustments to payments to **Provider** for errors and omissions relating to data entry errors and incorrectly submitted claims or incorrectly applied discounts. **Humana** shall provide **Provider** sixty (60) days advance written notice of **Humana's** intent to offset such amounts prior to deduction of any monies due. If **Provider** does not refund said monies or request review of the overpayments described in the notice within sixty (60) days following receipt of notice from

Humana, Humana may without further notice to **Provider** deduct such amounts from later payments to **Provider**. **Humana** may make retroactive adjustments to payments for a period not to exceed six (6) years from original date of payment or such other period as may be required or allowed by applicable law.

- 14.4 In the event **Humana** has access to **Provider's**, or a Participating Provider's, services through one or more other agreements or arrangements in addition to this Agreement, **Humana** will determine under which agreement payment for Covered Services will be made.
- 14.5 Nothing contained in this Agreement is intended by **Humana** to be a financial incentive or payment that directly or indirectly acts as an inducement for **Provider** to limit Medically Necessary services.

SUBMISSION OF CLAIMS

- 15.1 **Provider** shall submit all claims to **Humana** or its designee, as applicable, using the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") compliant 837 electronic format, or a UB-04 and/or a CMS 1500 (in accordance with industry standard), or their successors, within one hundred twenty (120) days from the date of service or within the time specified by applicable state law. **Humana** may, in its sole discretion, deny payment for any claim(s) received by **Humana** after the later of one hundred twenty (120) days from the date of service, or the time specified by applicable state law. **Provider** acknowledges and agrees that at no time shall Members be responsible for any payments to **Provider** except for applicable Copayments and non-covered services provided to such Members.
- 15.2 **Humana** will process **Provider** claims which are accurate and complete in accordance with **Humana's** normal claims processing procedures and applicable state and/or federal laws, rules and regulations with respect to the timeliness of claims processing. Such claims processing procedures and edits may include, without limitation, automated systems applications which identify, analyze and compare the amounts claimed for payment with the diagnosis codes and which analyze the relationships among the billing codes used to represent the services provided to Members. These automated systems may result in an adjustment of the payment to the **Provider** for the services or in a request, prior to payment, for the submission for review of medical records that relate to the claim. **Provider** may request reconsideration of any adjustments produced by these automated systems by submitting a timely request for reconsideration to **Humana**. A reduction in payment as a result of claims policies and/or processing procedures is not an indication that the service provided is a non-covered service. In no event may **Provider** bill a member for any amount adjusted in payment. In no event may **Provider** bill a Member for any amount adjusted in payment.
- 15.3 **Provider** shall use best efforts to submit all claims to **Humana** by electronic means available and accepted as industry standards that are mutually agreeable, and which may include claims clearinghouses or electronic data interface companies used by **Humana**. **Provider** acknowledges that **Humana** may market certain products that will require electronic submission of claims in order for **Provider** to participate.

COORDINATION OF BENEFITS

- 16.1 When a Member has coverage, other than with **Humana**, which requires or permits coordination of benefits from a third party payor in addition to **Humana**, **Humana** will coordinate its benefits with such other payor(s). In all cases, **Humana** will coordinate benefits payments in accordance with applicable laws and regulations and in accordance with the terms of its health benefits contracts. When permitted to do so by such laws and regulations and by its health benefits contracts, **Humana** will pay the lesser of: (i) the amount due under this Agreement; (ii) the amount due under this Agreement less the amount payable or to be paid by the other payor(s); or (iii) the difference between allowed billed charges and the amount paid by the other payor(s). In no event, however, will **Humana**, when its plan is a secondary payor, pay an amount, which, when combined with payments from the other payor(s), exceeds the rates set out in this Agreement;

provided, however, if Medicare is the primary payer, **Humana** will, to the extent required by applicable law, regulation or Centers for Medicare and Medicaid Services (“**CMS**”) Office of Inspector General (“**OIG**”) guidance, pay **Provider** an amount up to the amount **Humana** would have paid, if it had been primary, toward any applicable unpaid Medicare deductible or coinsurance.

NO LIABILITY TO MEMBER FOR PAYMENT

- 17.1 **Provider** agrees that in no event, including, but not limited to, nonpayment by **Humana**, **Humana’s** insolvency or breach of this Agreement, shall **Provider** or any Participating Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than **Humana** (or the payor issuing the health benefits contract administered by **Humana**) for Covered Services provided by **Provider**. This provision shall not prohibit collection by **Provider** from Member for any non-covered service and/or Copayments in accordance with the terms of the applicable Member health benefits contract.
- 17.2 **Provider** further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between **Provider** and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of **Provider**, and **Provider** shall obtain from such persons specific agreement to this provision.
- 17.3 Any modification to this **Section 17** shall not become effective unless approved by the Commissioner of Insurance, in the event such approval is required by applicable state law or regulation, or such changes are deemed approved in accordance with state law or regulation.

ACCESS TO INFORMATION

- 18.1 **Provider** agrees that **Humana**, or any state or federal regulatory agency as required by law, shall have reasonable access and an opportunity to examine **Provider’s** financial and administrative records as they relate to services provided to Members during normal business hours, on at least seventy-two (72) hours advance notice, or such shorter notice as may be imposed on **Humana** by a federal or state regulatory agency or accreditation organization.

NEW PRODUCT INTRODUCTION AND NETWORK SELECTION

- 19.1 From time to time during the term of this Agreement, **Humana** may develop or implement new products. Should **Humana** offer participation in any such new product to **Provider**, **Provider** shall be provided with sixty (60) days’ written notice prior to the implementation of such new product. If **Provider** does not object in writing to its participation in such new product within such sixty (60) day notice period, **Provider** shall be deemed to have accepted participation in the new product. In the event **Provider** objects to its participation in a new product, the parties shall confer in good faith to reach agreement on the terms of **Provider’s** participation. If agreement on such new product cannot be reached, such new product shall not apply to this Agreement.
- 19.2 **Humana** may in its discretion, establish, develop, manage and market provider networks in which **Provider** may not be selected to participate. In addition, **Provider** agrees to participate as a network provider in health benefits plans that **Humana** may establish, develop and/or manage that have varying Member Copayment obligations on services provided by **Humana** participating providers, including **Provider**.

ASSIGNMENT AND DELEGATION

- 20.1 The assignment by **Provider** of this Agreement or any interest hereunder shall require notice to and the written consent of **Humana**. As used in this paragraph, the term “assignment” shall also

include a change of control in **Provider** by merger, consolidation, transfer, or the sale of thirty-three percent (33%) or more stock or other ownership interest in **Provider**. Any attempt by **Provider** to assign this Agreement or any interest hereunder without complying with the terms of this paragraph shall be void and of no effect, and **Humana**, at its option, may elect to terminate this Agreement upon thirty (30) days written notice to **Provider**, without any further liability or obligation to **Provider**. **Humana** may assign this Agreement in whole or in part to any purchaser of or successor to the assets or operations of **Humana**, or to any affiliate of **Humana**, provided that the assignee agrees to assume **Humana's** obligations under this Agreement. Upon notice of an assignment by **Humana**, **Provider** may terminate this Agreement upon thirty (30) days written notice to **Humana**.

COMPLIANCE WITH REGULATORY REQUIREMENTS

- 21.1 **Provider** acknowledges, understands and agrees that this Agreement may be subject to the review and approval of state regulatory agencies with regulatory authority over the subject matter of this Agreement. Any modification of this Agreement requested by such agencies or required by applicable law or regulations shall be incorporated herein as provided in **Section 23.10**, of this Agreement.
- 21.2 **Provider** and **Humana** agree to be bound by and comply with the provisions of all applicable state and/or federal laws, rules and regulations. The alleged failure by either party to comply with applicable state and federal laws or regulations shall not be construed as allowing either party a private right of action against the other in any court, administrative or arbitration proceeding in matters in which such right is not recognized or authorized by such law or regulation. If **Provider** violates any of the provisions of applicable state and/or federal laws, rules and regulations, or commits any act or engages in conduct for which **Provider's** or other Participating Providers' professional license, certification, registration or accreditation is revoked or suspended, or otherwise is restricted by any state licensing or certification agency by which **Provider** or Participating Providers are licensed or certified, **Humana** may immediately terminate this Agreement or any individual Participating Provider.
- 21.3 **Provider** shall procure and maintain for the term of this Agreement such accreditation, certification, licensure and/or registration as is required under all applicable state and federal laws and regulations, and further shall ensure appropriate accreditation, certification, licensure and/or registration of all of its Participating Providers required to be so accredited, certified, licensed and/or registered, in accordance with all applicable state and federal laws, rules and regulations. **Provider** shall notify **Humana** immediately of any suspensions, revocations, restrictions or any other changes in its or its Participating Providers' accreditation, certification, licensure or registration status.

DISPUTE RESOLUTION/LIMITATIONS ON PROCEEDINGS

- 22.1 **Provider** and **Humana** agree that in the event they are unable to resolve disputes that may arise with respect to this Agreement, **Provider** will first exhaust any internal **Humana** administrative review or appeal mechanisms prior to submitting any matters to binding arbitration.
- 22.2 **Provider** may contest the amount of the payment, denial or nonpayment of a claim only within a period of forty-five (45) days following the date such claim was paid, denied or not paid by the required date by **Humana**. In order to contest such payments, **Provider** shall provide to **Humana**, at a minimum, in a clear and acceptable written format, the following information: Member name and identification number, date of service, relationship of the Member to the patient, claim number, name of the provider of the services, charge amount, payment amount, the allegedly correct payment amount, difference between the amount paid and the allegedly correct payment amount, and a brief explanation of the basis for the contestation. **Humana** will review such contestation(s) and respond to **Provider** within sixty (60) days of the date of receipt by **Humana** of such contestation.

MISCELLANEOUS PROVISIONS

- 23.1 **SEVERABILITY.** If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be reformed, if possible, to conform to law, and if reformation is not possible, that part shall be deleted, and the other parts of this Agreement shall remain fully effective.
- 23.2 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the applicable laws of the Commonwealth of Puerto Rico. The parties agree that applicable commonwealth and/or federal laws and/or regulations may make it necessary to include in this Agreement specific provisions relevant to the subject matter contained herein. Such commonwealth law provisions, if any, are set forth in the commonwealth law coordinating provisions attachment. Such federal law provisions, if any, are set forth in the Medicare Advantage provisions attachment. The parties agree to comply with any and all such provisions and in the event of a conflict between the provisions in the commonwealth law coordinating provisions attachment and/or the Medicare Advantage provisions attachment and any other provisions in this Agreement, the provisions in those attachments, as applicable, shall control. In the event that commonwealth and/or federal laws, rules or regulations enacted after the Effective Date expressly require specific language be included in this Agreement, such provisions are hereby incorporated by reference without further notice by or action of the parties and such provisions shall be effective as of the effective date stated in such laws, rules or regulations.
- 23.3 **WAIVER.** The waiver, whether express or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent or continuing breach of the same provision. In addition, the 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 at any subsequent time if a condition of default continues or recurs.
- 23.4 **NOTICES.** Any notices, requests, demands or other communications, except notices of changes in policies and procedures pursuant to **Section 7**, required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given: (i) on the date of personal delivery; or (ii) provided such notice, request, demand or other communication is received by the party to which it is addressed in the ordinary course of delivery: (a) on the third day following deposit in the United States mail, postage prepaid, or by certified mail, return receipt requested; (b) on the date of transmission by facsimile transmission; or (c) on the date following delivery to a nationally recognized overnight courier service, each addressed to the other party at the address set forth below their respective signatures to this Agreement, or to such other person or entity as either party shall designate by written notice to the other in accordance herewith. **Humana** may also provide such notices to **Provider** by electronic means to the e-mail address of **Provider** set forth on the Cover Sheet to this Agreement or to other e-mail addresses **Provider** provides to **Humana** by notice as set forth herein. Unless a notice specifically limits its scope, notice to any one party included in the term "**Provider**" or "**Humana**" shall constitute notice to all parties included in the respective terms.
- 23.5 **CONFIDENTIALITY.** **Provider** agrees that the terms of this Agreement and information regarding any dispute arising out of this Agreement are confidential, and agrees not to disclose the terms of this Agreement nor information regarding any dispute arising out of this Agreement to any third party without the express written consent of **Humana**, except pursuant to a valid court order, or when disclosure is required by a governmental agency. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that **Provider** may discuss the payment methodology included herein with Members requesting such information.
- 23.6 **COUNTERPARTS, HEADINGS AND CONSTRUCTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. The headings in this Agreement are for reference purposes only and shall not be considered a part of this Agreement in construing or interpreting any of its provisions. Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and

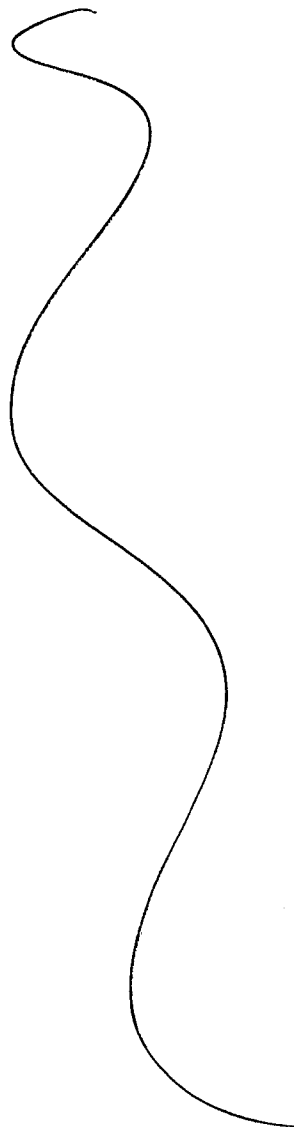
any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require. It is the parties desire that if any provision of this Agreement is determined to be ambiguous, then the rule of construction that such provision is to be construed against its drafter shall not apply to the interpretation of the provision.

23.7 **INCORPORATION OF ATTACHMENTS.** All attachments attached hereto are incorporated herein by reference.

23.8 **FORCE MAJEURE.** Neither party to this Agreement shall be deemed to breach its obligations under this Agreement if that party's failure to perform under the terms of this Agreement is due to an act of God, riot, war or natural disaster.

23.9 **ENTIRE AGREEMENT.** This Agreement, including the attachments, addenda and amendments hereto and the documents incorporated herein, constitutes the entire agreement between **Humana** and **Provider** with respect to the subject matter hereof, and it supersedes any prior or contemporaneous agreements, oral or written, between **Humana** and **Provider**.

23.10 **MODIFICATION OF AGREEMENT.** This Agreement may be amended in writing as mutually agreed upon by **Provider** and **Humana**. In addition, **Humana** may amend this Agreement upon ninety (90) days' written notice to **Provider**. Failure of **Provider** to object in writing to such amendment during the ninety (90) day notice period shall constitute acceptance of such amendment by **Provider**.



IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Agreement to be effective as of the Effective Date.

PROVIDER

Signature: _____

Printed Name: _____

Title: _____

Date: May 17, 2009 *gjk*

HUMANA

Signature: _____

Printed Name: Luis M. Goris Garcia

Title: Manager

Date: _____

Address For Notice:

PROVIDER:

HUMANA:

Copy to:
Humana Inc.
P.O. Box 1438
Louisville, Kentucky 40201-1438
Attn: Law Department