

QUALITY AND CHARITY CARE TRUST AGREEMENT

THIS QUALITY AND CHARITY CARE TRUST AGREEMENT is made and entered into this 27th day of January, 1983, by and among JEFFERSON COUNTY, KENTUCKY, acting by and through its County Judge/Executive; the CITY OF LOUISVILLE, KENTUCKY acting by and through its Mayor; the UNIVERSITY OF LOUISVILLE, acting by and through its Board of Trustees; THE COMMONWEALTH OF KENTUCKY, acting by and through its Governor; and HUMANA OF VIRGINIA, INC., a Virginia corporation, with its principal place of business at 1800 First National Tower, Louisville, Kentucky (hereinafter "Corporation").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and recognizing the benefits to be derived and the social purposes to be served by Corporation assuming and discharging the obligation to provide for the health care needs of economically disadvantaged persons who have historically been ministered to by University of Louisville as a public service in the course of its teaching programs, all as more fully set forth herein, the parties agree as follows:

1. TERM

This Agreement shall be for an Initial Term commencing on the first day of Corporation's operation of the Humana Hospital University, Louisville, Kentucky ("Commencement Date") and ending on June 30, 1987, and shall extend automatically for nine (9) four-year terms unless Corporation shall cease to operate Hospital.

2. DEFINITIONS

For all purposes of this Agreement, unless the context otherwise requires:

- A. "ANNUAL INCREASE" shall mean the amount by which government funding by the Commonwealth of Kentucky or either of the Local Governments increases annually in the second, or any succeeding Trust Year.
- B. "BASE AMOUNT" shall mean, for the second full Trust Year and each succeeding Trust Year, the Total Government Funding for the prior Trust Year.

- C. "BILLED CHARGES" for Hospital Care furnished by Corporation shall mean 95% of the charges established by Corporation from time to time for Hospital Care, and for Hospital Care furnished by any entity other than Corporation shall be 100% of the charges made by such entity to Corporation.
- D. "CONSUMER PRICE INDEX" shall mean the Consumer Price Index for All Urban Consumers as established by the United States Department of Labor, Bureau of Labor Statistics or any entity which shall succeed to the right, duties and obligations of the federal agency.
- E. "CORPORATION" shall mean Humana of Virginia, Inc., a Virginia corporation, with its principal place of business at 1800 First National Tower, Louisville, Kentucky, and its successors and assigns.
- F. "CORPORATION'S GUARANTEE" shall mean Corporation's commitment that, for each Trust Year for which the Trust receives Total Government Funding as herein provided, it will provide medically necessary Hospital Care, to the extent facilities are available, to all Indigents and Medically Needy who are residents of Jefferson County, for which it will be paid to the extent of ninety percent (90%) of Total Government Funding and thereafter will provide such Hospital Care at its own expense. An Indigent shall not be required to pay any deposit as a condition of receiving medically necessary Hospital Care at Hospital. However, nothing in this Agreement shall prohibit Corporation, after providing Hospital Care, from billing and collecting any co-payment permitted to be billed and collected from an Indigent qualified as such under applicable Hill-Burton Guidelines then in effect. Corporation shall also have the right, after providing Hospital Care, to bill and collect from any Medically Needy the amount of the bill rendered in connection with his Hospital Care, to the extent of his income, resources, insurance benefits and other means of payment.
- G. "HOSPITAL" shall mean Humana Hospital University which shall include the Comprehensive Care Building, the Ambulatory Care Building, the Institutional Services Building and the Lampton

Building which are located in Louisville, Kentucky, as those terms are defined in those certain Agreements among the Commonwealth of Kentucky, the University of Louisville and Corporation of even date herewith.

H. "HOSPITAL CARE" shall mean those inpatient and outpatient services offered at Hospital and, if requested by Corporation for a patient who has been discharged from Hospital, any other medically necessary services required to be rendered in another health care facility as defined in KRS 216B.015(11).

I. "INDIGENT" shall mean for purposes of the Trust, an individual who:

- (1) Is not eligible for benefits under Titles V, XVIII or XIX of the Social Security Act;
- (2) Is not eligible for any Government health insurance program, is not covered by a private insurance plan or whose coverage for Hospital Care from private insurance, Medicare or Medicaid is exhausted;
- (3) Has income from all sources equal to or less than that required to qualify for free or reduced cost care under the Federal Hill-Burton Program using the current Office of Economic Opportunity Income Poverty Guidelines applicable to the Louisville, Kentucky-Indiana Standard Metropolitan Statistical Area. Current income levels which apply during the first twelve (12) months of this Agreement are listed in EXHIBIT "A" attached hereto and made a part hereof. Exhibit "A" be annually updated to reflect changes in the index cited herein.

Notwithstanding the foregoing "Indigent" shall not include an individual who is being transferred to Hospital from another health care facility where he was admitted as an in-patient, except for an individual who is in need of medical services which are not available at the health care facility to which he was initially admitted but are only available at Hospital.

J. "INITIAL TERM" shall mean that period of time beginning on the Commencement Date of this Agreement and ending on June 30, 1987.

- K. **"MONTHLY FUNDING"** for the first month of each full Trust Year of this Agreement shall mean one-sixth (1/6th) of the Total Government Funding which is provided during any Trust Year and for the second through the eleventh month of each full Trust Year shall mean one-twelfth (1/12th) of the Total Government Funding which is provided during the Trust Year; for the short first Trust Year shall mean one month's share of Total Government Funding.
- L. **"PRIOR FISCAL YEAR"** shall mean for the second full Trust Year and each succeeding Trust Year, the twelve month period ending on the thirtieth (30th) day of June of the preceding calendar year.
- M. **"THE LOCAL GOVERNMENTS"** shall mean the government of Jefferson County, Kentucky and the government of the City of Louisville, Kentucky, or any governmental entity which shall succeed to the rights, duties and obligations of either of the governments.
- N. **"THE TRUST"** shall mean the Quality and Charity Care Trust, Inc., established by the University of Louisville as an affiliated Corporation pursuant to KRS 164A.610 and KRS 273.060 et seq., established and maintained for the purpose of funding Hospital Care for Indigents and Medically Needy and enhancing the quality of University's health care programs.
- O. **"THE UNIVERSITY"** shall mean the University of Louisville or any entity which shall succeed to the rights, duties and obligations of such institution.
- P. **"TOTAL GOVERNMENT FUNDING"** shall mean, for the first short Trust Year \$3,179,794 as calculated in accordance with Paragraph 3(B)(1), for the first full Trust Year \$19,799,250, and for each succeeding Trust Year the current Trust Year's Base Amount plus the current Trust Year's Annual Increase.
- Q. **"TRUST YEAR"** for the first year shall mean that period beginning on the Commencement Date of this Agreement and ending on June 30, 1983, and thereafter shall mean any consecutive twelve-month period beginning on the first day of July and ending on the last day of June.

Louisville and Jefferson County Board of Health; one (1) director shall be appointed from a list of three (3) nominees submitted by the County Judge/Executive of Jefferson County; and one (1) director shall be appointed from a list of three (3) nominees submitted by the Mayor of the City of Louisville.

B. In furtherance of the continuing commitment to provide Hospital Care to Indigents and Medically Needy residing in Kentucky and Jefferson County and in consideration of Corporation's undertakings, The Commonwealth of Kentucky and the Local Governments agree to provide funding to the Trust as follows:

(1) First Short Trust Year:

During the first short Trust Year beginning on the Commencement Date of this Agreement and ending June 30, 1983, the Total Government Funding shall be provided as follows:

- (a) Jefferson County's share shall be (x) Seven Thousand Three Hundred and One Dollars (\$7,301) times (y) the number of days during that period of time beginning on and including the Commencement Date and ending on and including June 30, 1983.
- (b) The City of Louisville's share shall be (x) Five Thousand Four Hundred Seventy-Nine Dollars (\$5,479) times (y) the number of days during that period of time beginning on and including the Commencement Date and ending on and including June 30, 1983.
- (c) The Commonwealth of Kentucky's share shall be (x) Thirty Eight Thousand Five Hundred and Seven Dollars (\$38,507) times (y) the number of days during that period of time beginning on and including the Commencement Date and ending on and including June 30, 1983.

(2) First Full Trust Year:

During the first full Trust Year, beginning July 1, 1983 and ending June 30, 1984, the Total Government Funding shall be a total of \$19,799,250 to be provided as follows:

- (a) Jefferson County shall provide a total of Two Million Eight Hundred Twenty-Nine Thousand One Hundred Sixty-Four Dollars (\$2,829,164).
 - (b) The City of Louisville shall provide a total of Two Million One Hundred Twenty-nine Thousand Eight Hundred Dollars (\$2,129,800).
 - (c) The Commonwealth of Kentucky shall provide a total of Fourteen Million, Eight Hundred Forty Thousand, Two Hundred Eighty-Six Dollars (\$14,840,286).
- (3) Second Full Trust Year and Each Succeeding Trust Year:
During the second full Trust Year and each succeeding Trust Year, the Total Government Funding shall be the Annual Increase as determined in accordance with the formula set forth in Paragraph 3(C) plus the Base Amount.

C. Annual Increases

During the second full Trust Year and each succeeding Trust Year, each party's Annual Increase shall be determined as follows:

- (1) The City of Louisville's funding shall be increased by an amount which is equal to the product of (A) the lesser of (i) the Prior Fiscal year's percentage increase in the Consumer Price Index or (ii) the Prior Fiscal Year's percentage increase in the City of Louisville's general fund tax revenues multiplied by (B) the City of Louisville's prior year's funding required under this Agreement.
- (2) Jefferson County's funding shall be increased by an amount which is equal to the product of (A) the lesser of (i) the Prior Fiscal Year's percentage increase in the Consumer Price Index or (ii) the Prior Fiscal Year's percentage increase in the Jefferson County general fund tax revenues from all sources multiplied by (B) Jefferson County's prior year's funding required under this Agreement.
- (3) The Commonwealth's funding shall be increased by an amount which is equal to the product of (A) the lesser of (i) the Prior Fiscal Year's percentage increase in the Consumer Price Index

or (ii) the Prior Fiscal Year's percentage increase in the Commonwealth of Kentucky's tax revenues from all sources multiplied by (B) a fraction whose numerator is (x) the prior Trust Year's Funding by the Commonwealth required under this Agreement minus Five Million Dollars (\$5,000,000), and whose denominator is (y) the prior Trust Year's Funding by the Commonwealth required under this Agreement multiplied by (C) the Commonwealth's prior year's funding required under this Agreement.

D. Funding of the Trust

The Commonwealth, on behalf of itself and Jefferson County and the City of Louisville, shall pay Monthly Funding to the Trust on or before the first day of the first month of this Agreement, and thereafter on or before the first day of each succeeding month.

E. University's Obligations

University as its only obligations under this Agreement shall establish the Trust referred to in Paragraph 3A above, shall appoint the directors for the Trust, and shall expend any monies disbursed to it from the Trust in accordance with the terms of this Agreement.

F. Renegotiation Between Governments

Nothing in this Agreement is intended to prevent the Commonwealth and the Local Governments from renegotiating among themselves the amounts of their respective annual contributions to the Trust; provided however that no such agreement shall result in an amount of Total Government Funding which is less than that which is provided by this Agreement according to the formula set out in Paragraph (3)(C).

4. CORPORATION'S OBLIGATION

In consideration of Total Government Funding by the Commonwealth and the Local Governments, Corporation shall provide Hospital Care to Indigents in accordance with Corporation's Guarantee but nevertheless shall have the rights of billing and collection described in Paragraph 2(F) hereof. Corporation shall also furnish all necessary emergency Hospital Care required by any individual without regard to his ability to pay, but shall nevertheless have the right of billing and collections described in Paragraph 2(F) hereof.

Corporation and the Commonwealth and the Local Governments realize that many individuals who are not Indigent nevertheless need financial assistance in obtaining or paying for Hospital Care. The Corporation intends to admit any Medically Needy who requires medically necessary Hospital Care, unless one of the exceptions listed in Exhibit "B" attached hereto applies. If Corporation declines to admit any individual who claims to be Medically Needy, such individual may request the assistance of the Ombudsman. If the Ombudsman determines the individual to be Medically Needy and finds that none of the exceptions listed on Exhibit "B" apply, Corporation shall be required to furnish Hospital Care to such individual, in accordance with Corporation's Guarantee, but shall nevertheless have the right of billing and collections described in Paragraph 2(F) hereof. ✓

5. TRUSTS OBLIGATIONS

A. Receipt, Investment and Disbursement

For each Trust Year, the Trust will receive, invest and disburse Total Government Funding as set forth herein, and such funding and the interest earned thereon shall be disbursed exclusively to pay Corporation for the Hospital Care provided to Indigents and Medically Needy. ✓

- (1) Except as provided in subparagraph (2) below, if there is a cash balance in the Trust at the end of any Trust Year, such balance shall remain in the Trust for use in the next succeeding Trust Year to pay for Hospital Care provided to Indigents and Medically Needy in accordance with the terms of this Agreement. Any cash balance remaining in the Trust at the end of any Trust Year shall not reduce Total Government Funding in any succeeding Trust Year.
- (2) Any balance remaining in the Trust at the end of the Initial Term or at the end of the fourth (4) year of any renewal term of this Agreement shall be returned to the Local Governments in the same proportion that the funding by each local government bore to the Total Government Funding for such prior four-year term, and the pro-rata share of the funding by the Commonwealth shall be disbursed to the University to enhance the quality and support of its hospital-based programs.

B. Payments by the Trust

On the first day of each month during the term of this Agreement, the Trust shall pay to Corporation an amount equal to one twelfth (1/12) of the Total Government Funding for the Trust Year.

6. ADMINISTRATION OF THE TRUST AND CORPORATION'S OBLIGATIONS IN CONNECTION THEREWITH

A. Reports to the Trust

Within fifteen (15) days after the discharge of each Indigent or Medically Needy Individuals receiving Hospital Care, Corporation shall generate a bill setting forth Billed Charges for such Hospital Care provided, and shall retain such bill in the files of the Hospital. Within thirty (30) days following the end of the Trust Year, Corporation shall deliver to the Trust, the Local Governments and the Commonwealth a summary statement identifying each Indigent and Medically Needy by patient number, his county of residence and Billed Charges for such Indigent and Medically Needy.

B. Annual Adjustments

Within forty-five (45) days of the end of each Trust Year, the Trust and Corporation shall determine the difference between (i) the total monthly payments made to Corporation for the Trust Year and (ii) the total amount of Billed Charges for the Trust Year [net of cash collections made by Corporation from Indigents and Medically Needy pursuant to Paragraph 2(F)]. To the extent that net Billed Charges [net of cash collections made by Corporation from Indigents and Medically Needy pursuant to Paragraph 2 (F)] exceed total monthly payments and to the extent that the Trust has funds remaining, the Trust will pay the amount of such difference to Corporation. If the Trust does not have funds available, the Trust shall pay such amount to Corporation as soon as the Trust receives Total Government Funding in the next Trust Year; provided, however that the obligation of the Trust to pay such amount shall not increase the Total Government Funding to be provided during the any Trust Year nor obligate the Commonwealth of Kentucky and the Local Governments to provide any funding when Corporation has ceased providing Hospital Care in accordance with Corporation's Guarantee. To the extent that total monthly payments made to Corporation exceed Billed Charges [net of cash collections made by Corporation from Indigents and Medically Needy pursuant to Paragraph

2(F)] for the Trust Year, Corporation shall repay the overpayments to the Trust within forty-five (45) days of the end of the Trust Year.

C. Provision of Hospital Care

Corporation will provide Hospital Care to Indigents and Medically Needy who are not residents of Jefferson County. When up to ten percent (10%) of Total Government Funding and the interest earned thereon, has been used for such care, Corporation shall, unless the amount of the Trust has been increased, have no further obligation to provide Hospital Care to such Indigents and Medically Needy. During each Trust Year for which Total Government Funding is appropriated and paid to the Trust and such funding and interest thereon are available for payment to Corporation, Corporation shall provide Hospital Care to all residents of Jefferson County who are determined pursuant to the terms hereof, to be either an Indigent or Medically Needy consistent with the provisions of this Agreement. Corporation warrants and represents that no portion of funding provided by the Local Government's or the interest earned thereon shall be used to provide Hospital Care for Indigents and Medically Needy who are not residents of Jefferson County, Kentucky.

D. Emergency Care

In compliance with the provisions of KRS 216.453, Corporation shall not deny admission to any individual determined to be in need of emergency care by any person with admitting authority, by reason only of his inability to pay for services to be rendered.

7. FAILURE TO PROVIDE TOTAL GOVERNMENT FUNDING

If the Monthly Funding is not made for any month or if Total Government Funding is not appropriated and paid to the Trust during any Trust Year, but nevertheless some lesser amount of government funding is appropriated and paid to the Trust for Hospital Care, Corporation's Guarantee shall be of no further effect, but Corporation shall furnish Hospital Care to Indigents and the Medically Needy under this Agreement and shall be paid its Billed Charges therefor until such funding has been expended. When such funding is expended, Corporation shall have no further obligations to furnish Hospital Care under this Agreement, any other provision of this Agreement to the contrary notwithstanding.

8. DEFAULT BY CORPORATION

A. If Corporation shall fail to provide Hospital Care to Indigents and the Medical Needy as required under the terms of this Agreement, the Commonwealth shall provide written notice to Corporation of the alleged failure to provide such care.

B. If, within sixty (60) days following Corporation's receipt of the written notice of the alleged failure of Corporation to provide Hospital Care, the matter cannot be settled to the mutual satisfaction of the parties, it shall be submitted to and settled by binding arbitration in accordance with rules then obtaining of The American Arbitration Association, and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof.

9. COMMONWEALTH'S REMEDIES

A. If it is determined by the Arbitrators that Corporation has failed to provide Hospital Care, the remedies available to Commonwealth shall be limited to the following:

- (1) Monetary damages against the Corporation in an amount sufficient to make the Commonwealth whole; or
- (2) Specific performance by Corporation of the action(s) required by the terms of this Agreement.

B. If Corporation fails to abide by the judgment entered on the Arbitrator's award in a court having jurisdiction thereof upon thirty (30) days written notice provided by Commonwealth to Corporation, this Agreement and that those certain Agreements of even date herewith, pertaining to the leasing of Hospital, between the parties hereto shall terminate.

10. INCORPORATION OF PRIOR AGREEMENT: AMENDMENTS

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding entered into by all parties to this Agreement pertaining to any such matter shall be effective for any purpose. This Agreement may not be amended or added to except by a writing executed by Corporation, the University, and the Governments. This Agreement is not intended to preclude the Local Governments or the Commonwealth from entering into other Agreements and arrangements pertaining to Hospital Care for Indigents and the

Medically Needy; provided, however except as provided in Paragraph 3(F) no such agreements shall amend or alter the terms of this Agreement without the written consent and agreement of Corporation.

11. INDEPENDENT RELATIONSHIP

The Commonwealth of Kentucky, Jefferson County, the City of Louisville, the University of Louisville and Corporation are at all times acting and performing as independent contractors. Except as provided by statute, regulation or ordinance, the University of Louisville, the Commonwealth of Kentucky, and Local Governments, shall neither have nor exercise any control or direction over the methods by which Corporation shall provide Hospital Care to Indigents and the Medically Needy.

12. NOTICES

All notices which either party is required or permitted to give to the other under or in connection with this Agreement shall be in writing, and shall be given by addressing the same to such other parties at the address set forth on the signature page hereof, and by depositing the same so addressed, postage prepaid, in the United States mail by certified mail, return receipt requested, or by delivering the same personally to such other parties. Any notice mailed or telegraphed shall be deemed to have been given three (3) United States Post Office delivery days following the date of mailing or on the date of delivery to the telegraph company. Any party may change the address for the service of notice upon it by written notice given to the other in the manner herein provided for the giving of notice.

13. KENTUCKY LAW

This Agreement shall be construed and governed by the laws of the Commonwealth of Kentucky

14. GENDER AND NUMBER

As used throughout this Agreement, the masculine includes the feminine and neuter and the singular includes the plural.

15. MEDICARE AND MEDICAID

Nothing in this Agreement shall be construed to permit Corporation to refuse to admit any individual covered by Medicare and Medicaid programs.

16. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Corporation will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin.
- B. The Corporation will take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age or national origin; however, when layoffs occur, employees shall be laid off according to seniority with the youngest employee being laid off first. When employees are recalled, this shall be done in the reverse of the way the employees were laid off;
- C. The Corporation will state in all solicitations or advertisements for employees placed by or on behalf of the Corporation that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- D. The Corporation will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and
- E. The Corporation will send a notice to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the Corporation's commitments under the above nondiscrimination clauses.
- F. The Corporation shall comply with all applicable provisions of KRS 45.560-640 in the operation of Humana Hospital University.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS:

JEFFERSON COUNTY,
KENTUCKY
Jefferson County Court House
Louisville, KY 40202
Attn: Jefferson County
Judge/Executive

BY: Carolyn Skarr

BY: [Signature]
County Judge/Executive

WITNESS:

UNIVERSITY OF LOUISVILLE
Administration Building
Belknap Campus
Louisville, KY 40292
Attn: President

BY: Thomas H. Lyons

BY: [Signature]
President

RECOMMENDED BY:

WITNESS:

CABINET FOR FINANCE AND
ADMINISTRATION
Capital Annex
Frankfort, KY 40601
Attn: Secretary of Finance

BY: [Signature]

BY: [Signature]
Secretary of Finance

WITNESS:

APPROVED BY:

THE COMMONWEALTH
OF KENTUCKY
Capitol Building
Frankfort, KY 40601
Attn: Governor

BY: [Signature]

BY: [Signature]
Governor

WITNESS:

CITY OF LOUISVILLE,
KENTUCKY
City Hall
Louisville, KY 40202
Attn: Mayor

BY: [Signature]

BY: [Signature]
Mayor

WITNESS:

HUMANA OF VIRGINIA, INC.
P. O. Box 1438
Louisville, Kentucky 40201
Attn: Chairman of the Board

BY: [Signature]

BY: [Signature]
Chairman of the Board

GUARANTY

The undersigned, HUMANA INC., hereby guarantees to the CITY OF LOUISVILLE, KENTUCKY and JEFFERSON COUNTY, KENTUCKY, UNIVERSITY OF LOUISVILLE and the COMMONWEALTH OF KENTUCKY the obligations of its wholly-owned subsidiary, HUMANA OF VIRGINIA, INC., set forth in this QUALITY AND CHARITY CARE TRUST AGREEMENT.

GUARANTOR
HUMANA INC.

BY: [Signature]
TITLE: [Signature]

EXHIBIT "A"

***1982 - Poverty Income Guidelines for all states
Except Alaska and Hawaii**

<u>Size of family unit</u>	<u>Nonfarm family</u>	<u>Farm Family</u>
1	\$4,680	\$4,010
2	6,220	5,310
3	7,760	6,610
4	9,300	7,910
5	10,840	9,210
6	12,380	10,510

For family units with more than 6 members, add \$1,540 for each additional member in a nonfarm family and \$1,300 for each additional member in a farm family.

*Excerpt from: Federal Register/Vol. 47, No. 69/Friday, April 9, 1982/Notices

This Exhibit does not apply to Emergency Patients

EXHIBIT B

An individual is not Medically Needy if Corporation has determined that:

1. He has concealed any assets, and does not disclose the existence of or his interest in, such assets to Corporation in response to its inquiries concerning his financial status;
2. He has falsely given or refuses to give his name, family status, or any relevant information about his financial status;
3. He has the reasonable, demonstrated ability but has refused, and continues to refuse to pay any legally binding obligation owed Hospital as a result of prior Hospital Care;
4. He has conveyed any material asset for less than its fair market value to any person, and but for such conveyance he would not meet the definition of Medically Needy.
5. His parents, children or some other responsible party has all or part of the financial resources necessary to pay for his Hospital Care; provided, however, if the parents, children or other responsible party commits such resources to pay for Hospital Care, such individual shall then be Medically Needy.
6. He is a minor, unless his parents are Medically Needy;
7. He has established residency in Louisville or Jefferson County for the primary purpose of obtaining Hospital Care;
8. He has an alternative source of care available to him, but refuses to avail himself of it;
9. He is eligible for insurance or public assistance benefits which might pay for all or some of his Hospital Care but refuses to apply for it.
10. He has declined to obtain, or has cancelled, any health insurance policy with the intention of becoming Medically Needy.
11. A reasonably prudent man would determine there is any other valid reason why such individual should not be accorded the benefits available to the Medically Needy under this Agreement.
12. He is being transferred to Hospital from another health care facility where he was admitted as an in-patient, except for an individual who is in need of medical services which are not available at the health care facility to which he was initially admitted but are only available at Hospital.