HOSPITAL AGREEMENT

Aetna Network Services LLC, on behalf of itself and its Affiliates ("Company"), and **[INSERT HOSPITAL NAME],** on behalf of itself and any and all of its Hospital Providers and locations ("Hospital"), are entering into this Hospital Agreement (the "Agreement"), as of the Effective Date listed below.

The Agreement includes this signature sheet and the **General Terms and Conditions** that follow. It also includes one or more of the following parts:

i) **State Compliance Addenda** that contain state-specific requirements for various Product Categories;
ii) **Product Addenda** that include additional requirements for specific Product Categories;
iii) **Service and Rate Schedules** that go along with the various Product Addenda;
iv) **Appendices** and/or other attachments containing definitions and/or other information.

As of the Effective Date, Hospital agrees to participate in each Product Category checked below. Important information on how Product Categories can be added to or deleted from the list is contained in the Agreement.

	PRODUCT CATEGORIES
	Commercial Health
	Medicare
	Medical Rental Network
	Workers' Compensation Network
	Auto Network
	Institutes of Excellence® (IOE) Transplant Program (subject to separate approval by Company)
	[Medicaid]
	[Other]

EFFECTIVE DATE: [DATE]

TERM: This Agreement begins on the Effective Date, continues for an initial term of [_____year], and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party at any time after the initial term, or non-renewed at the end of the initial or any subsequent term, for any reason or no reason at all, with at least [one hundred and eighty (180) days] advance written notice to the other Party. Additional termination provisions are included in the Agreement.

The undersigned representative of Hospital agrees that it has read and understood this Agreement, has had the opportunity to review it with an attorney of its choice, and is authorized to bind Hospital, including all Hospital Providers and Hospital locations, to the terms of the Agreement.

HOSPITAL
[SIGNATURE, NAME, TITLE, DATE, TAX ID#]

[ADDRESS]

COMPANY
[SIGNATURE, NAME, TITLE, DATE]

[ADDRESS]

GENERAL TERMS AND CONDITIONS

1.0 HOSPITAL OBLIGATIONS

1.1 **General Obligations**. Hospital agrees that it and all Hospital Providers will:

(a) provide Covered Services, including any related facilities, equipment, personnel and/or other resources necessary to provide the Covered Services, to Members according to generally accepted standards of care in the applicable geographic area;

(b) obtain and maintain all applicable license(s), certification(s), registration(s), authorization(s) and accreditation(s) required by Applicable Law/Accreditation and conduct all credentialing, privileging, and re-appointment in accordance with Applicable Law/Accreditation and its medical staff by-laws, regulations, and policies;

(c) comply with Company's credentialing/recredentialing requirements; Hospital understands that no Hospital Provider may serve as a Participating Provider until that provider is fully credentialed and approved by the applicable peer review committee;

(d) require all Hospital locations, to provide Covered Services to Members in compliance with the terms of this Agreement; any exceptions must be approved in advance, in writing, by Company;

(e) obtain from Members any necessary consents or authorizations to the release of their medical information and records to governmental entities, Company and Payers, and their agents and representatives;

(f) obtain signed assignments of benefits from all Members authorizing payment for Hospital's services to be made directly to Hospital instead of to the Member, unless the applicable Plan requires otherwise;

(g) treat all Members with the same degree of care and skill as they treat patients who are not Members; Hospital further agrees not to discriminate against Members in violation of Applicable Law/Accreditation or Company Policies;

(h) maintain an ongoing internal quality assurance/assessment program that includes, but is not limited to, the credentialing, supervision, monitoring and oversight of its employees and contractors providing services under this Agreement;

(i) cooperate promptly, during and after the term of this Agreement, with reasonable and lawful requests from Company and Payers for information and records related to this Agreement, as well as with all requests from governmental and/or accreditation agencies. Among other things, Hospital agrees to provide Company and Payers with the information and records necessary for them to properly administer claims and the applicable Plan; resolve Member grievances, complaints and appeals; comply with reporting requirements related to the Affordable Care Act ("ACA") (including, but not limited to, information related to the ACA's medical loss ratio requirements); perform quality management activities; and fulfill data collection and reporting requirements (e.g., HEDIS);

(j) not provide or accept any kickbacks or payments based on the number or value of referrals in violation of Applicable Law/Accreditation. Unless disclosed in advance to Company and the affected Member, Hospital will not accept any referral from persons or entities that have a financial interest in Hospital, or make any referrals to persons or entities in which Hospital has a financial interest;

(k) refer Members only to other Participating Providers (including, but not limited to pharmaceutical providers and vendors), unless specifically authorized otherwise by Company and/or permitted by the applicable Plan and Company Policies;

(l) unless prohibited by Applicable Law/Accreditation or a violation of a specific peer review privilege, notify Company promptly about any: (a) material litigation brought against Hospital or a Hospital Provider that is related to the provision of health care services to Members and/or that could reasonably have a material impact on the

services that Hospital renders to Members; (b) claims against Hospital or a Hospital Provider by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks, that could reasonably have a material impact on Hospital's ability to provide services to Members or to participate in Medicare or Medicaid programs; (c) investigation or action taken by TJC and/or other applicable accrediting organization that could adversely affect Hospital's accreditation status; (d) change in the ownership or management of Hospital; (e) material change in services provided by Hospital (e.g., a significant decrease in medical staff or the closure of a service unit or a material decrease in beds or emergency services departments) or any loss, suspension or restriction of licensure, accreditation, registration or certification status of Hospital or a Hospital Provider related to those services;

(m) mutually commit, together with Company, to the promotion of Member safety and clinical quality, including the prevention of potentially avoidable serious adverse events. Hospital agrees to comply with Company's Patient Safety Events and related policies, and any successor policies, including, but not limited to, notification to applicable reporting agencies; root cause analysis; corrective action; and the waiver of directly related charges for certain events. Hospital agrees to publically report patient safety and quality information at least annually, to one or more external reporting entities, including but not limited to: CMS Quality Reporting Program; TJC; Leapfrog Hospital Survey; and March of Dimes 39-Week Initiative.

1.2 **Hospital Contact and Service Information**. Hospital agrees that it has provided Company with contact information that is complete and accurate as of the Effective Date. Hospital will notify Company within ten (10) business days of all changes to the list of Hospital Providers, the services it/they provide and all contact and billing information for Hospital and Hospital Providers. Hospital understands that failure to keep all such information current and to periodically confirm its accuracy as reasonably requested by Company, will be a material breach of this Agreement. Company's requirements for updating information and the actions it may take if Hospital fails to confirm its information are outlined in the Provider Manual and/or related Policies made available to Hospital.

1.3 **Compliance with Company Policies**. Hospital agrees to comply with Company Policies of which Hospital knows or reasonably should have known, including, but not limited to, those contained in the Provider Manual, as modified by Company from time to time. If a change in a Company Policy would materially and adversely affect Hospital's administration or rates under this Agreement, Company will send Hospital at least ninety (90) days advance written notice of the Policy change. Hospital understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law/Accreditation. If Hospital objects to a Policy change that will have a significant impact on Hospital's administration or operations or will create a material adverse financial impact for Hospital, it shall, within sixty (60) days of Company's notification, provide Company with written notice, specifying the basis for its concern; in such event, the Parties will negotiate, in good faith, an appropriate amendment, if any, to this Agreement. Hospital is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes.

1.4 **Claims Submission and Payment**. Subject to Applicable Law/Accreditation, Hospital agrees:

(a) to accept the rates contained in the applicable Service and Rate Schedule(s), as payment in full for Covered Services (including for services that would be Covered Services but for the Member's exhaustion of benefits (e.g., above the annual maximum));

(b) that it is responsible for and will promptly pay all Hospital Providers for services rendered, and that it will require all Hospital Providers to look solely to Hospital for payment;

(c) to submit complete, clean, electronic claims for Covered Services provided by Hospital and Hospital Providers, containing all information needed to process the claims, within one hundred and twenty (120) days of the date of service or discharge, as applicable, or from the date of receipt of the primary payer's explanation of benefits if Company or Payer is the secondary payer. This requirement will be waived if Hospital provides notice to Company, along with appropriate evidence, of extraordinary circumstances outside of Hospital's control that resulted in a delayed submission;

(d) to respond within forty-five (45) days to Company or Payer requests for additional information regarding submitted claims;

(e) to notify Company of any underpayment, or payment or claim denial dispute within one hundred and eighty (180) days from date of payment and to follow Company's dispute and appeal Policies for resolution;

(f) to notify Company promptly after becoming aware of any overpayment (e.g., a duplicate payment or payment for services rendered to a patient who was not a Member) and to cooperate with Company for the prompt return of any overpayment. In the event of Provider's failure to cooperate with this section, Company shall have the right to offset any overpaid amount against future claims;

(g) that Company and Payers will not be obligated to pay for claims not submitted, completed or disputed/appealed as required above, or that are billed in violation of Applicable Law/Accreditation, this Agreement or Company Policies, and that Members may not be billed for any such claims.

(h) in the event that Hospital acquires or takes operational responsibility for another Participating Provider practice or facility, then the then current agreement between Company and such Participating Provider will remain in place and apply to Covered Services provided by such Participating Provider until the expiration of the then current term of such participation agreement.

1.5 **Member Billing**. Hospital agrees that Members will not be billed or charged any amount for Covered Services, except for applicable copayments, coinsurance and deductible amounts. If services are not reimbursed because of Hospital's failure to comply with its obligations under this Agreement (e.g., for late submission of claims), Members may not be billed for those services. A Member may be billed for services that are not Covered Services under the Member's Plan (including for services that are not considered "medically necessary" under a Plan) as long as the Member is informed that those services are not covered and has agreed, in advance, to pay for the services. This section will survive the termination of this Agreement.

1.6 **Utilization Management**. Hospital agrees that it shall be subject to utilization management (including prospective, concurrent and retrospective review) and that payment for Hospital services may be adjusted or denied for the inefficient delivery of services related to admissions, or length of stay. To facilitate timely and accurate concurrent utilization management, Hospital and Company will cooperate as necessary to facilitate on-site and/or concurrent telephonic utilization management at Hospital.

1.7 **Precertification and Referrals**. Except when a Member requires emergency services, Hospital agrees to comply with any applicable precertification and/or referral requirements under the Member's Plan prior to the provision of Hospital services. Hospital will utilize the electronic real time HIPAA compliant transactions, including but not limited to, eligibility, precertification and claim status inquiry transactions. Hospital agrees to provide notice of all admissions of Members, and of all services for which Company requires notice, upon admission or prior to the provision of such services. For the purpose of pre-admission testing, Hospital agrees to directly provide testing or accept test results and examinations performed outside Hospital, provided such tests and examinations are: (a) performed by a state licensed laboratory for laboratory tests, and a licensed physician for such other tests and examinations; and (b) performed within a time reasonably proximate to the admission. For those Members who require services under a specialty program, Hospital agrees to work with Company in transferring the Member's care to a specialty program Hospital, as the case may be.

2.0 COMPANY OBLIGATIONS

2.1 **General Obligations**. Company agrees that:

(a) unless an exception is stated in the applicable **Product Addendum** (e.g., no ID cards for Workers' Compensation Plans), Company or Payers will: (i) provide Members with a means to identify themselves to Hospital, (ii) provide Hospital with an explanation of provider payments, a general description of products and a listing of Participating Providers; (iii) provide Hospital with a means to check Member eligibility; and (iv) include Hospital in the Participating Provider directory(ies) for the applicable Plans;

(b) it, through its applicable Affiliate(s), will be appropriately licensed, where required, to offer, issue and/or administer Plans in the service areas covered by this Agreement;

(c) it is, and will remain throughout the term of this Agreement, in material compliance with Applicable Law/Accreditation;

(d) it will notify Hospital of periodic updates to its Policies as required by this Agreement and make current Policies available to Hospital through its provider websites or other commonly accepted media;

2.2 **Claims Payment**. Subject to Applicable Law/Accreditation, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (e.g., prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

(a) when it is the Payer, to pay Hospital for Covered Services rendered to Members; and
(b) when it is not the Payer, to notify the Payer to forward payment to Hospital for Covered Services,

within forty-five (45) days of receipt of a clean, complete, undisputed electronic claim. While Company may service or process payment for claims on behalf of Payers who are not Affiliates (e.g., self-funded plan sponsors), Hospital acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Hospital, as appropriate, in collecting payments from Payers.

3.0 NETWORK PARTICIPATION

Hospital agrees that it and Hospital Providers will participate in the Product Categories checked on the signature sheet to this Agreement. Company has the right, upon ninety (90) days written notice to Hospital, to:

(a) add Product Categories (e.g., Medicare or a new Product Category not existing as of the Effective Date); and
(b) add types of Plans (e.g., PPO, HMO) and/or specialty programs (e.g., disease management or women's health) in any Product Category;

Company will notify Hospital of the rates that will apply for any addition and will, as necessary, send Hospital a new or revised **Product Addendum** and **Service and Rate Schedule**.

Hospital can decline any addition by notifying Company in writing, within thirty (30) days of receiving Company's notice. A variation of an existing Product Category, Plan or specialty program at existing terms and rates will not be considered "new" under this section.

Company is not required to designate or include Hospital, any specific Hospital Provider(s) or any specific Hospital location(s) as a preferred provider or Participating Provider in any specific Product Category, Plan (or Plan variation) or specialty program. Company may operate networks in which Hospital is not included, whether for specific Payers/customers or otherwise. In certain situations, Hospital may treat a Member of a Plan or Product Category in which Hospital does not participate (e.g., a Member traveling out of area). In those situations, Company may apply rates that Hospital has accepted under this Agreement for Covered Services provided to those Members. Not all Product Categories and Plan types are available in all geographic locations.

4.0 CONFIDENTIALITY

Company and Hospital agree that medical records do not belong to Company. Company and Provider agree that the information contained in the claims Provider submits under this Agreement belongs to Company and/or the applicable Payer and may be used by Company and/or the applicable Payer for quality management, plan administration and other lawful purposes. Each Party will maintain and use confidential Member information and records in accordance with Applicable Law/Accreditation. Each Party agrees that the confidential and proprietary information of the other Party is the exclusive property of that other Party and, unless publicly available, each Party agrees to keep the confidential and proprietary information of the other Party strictly confidential and not to disclose it to any third party without the other Party's consent, except: (i) to governmental authorities having jurisdiction; (ii) in the case of Company's disclosure, to Members, Payers, prospective or current customers, or consultants or vendors under contract with Company; and (iii) in the case of Hospital/Hospital Providers' disclosure, to Members for the purpose of advising a Member of potential treatment options and costs. Hospital will keep the rates and the development of rates and other

terms of this Agreement confidential. However, Hospital, through its staff, is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which Hospital is paid. In addition, Hospital and Hospital Providers are encouraged to communicate with patients about their treatment options, regardless of benefit coverage limitations. This section will survive the termination of this Agreement.

5.0 ADDITIONAL TERMINATION/SUSPENSION RIGHTS AND OBLIGATIONS

5.1 **Termination of Individual Hospitals, Facilities or Locations**. Company may terminate the participation of one or more of Hospital's individual hospitals, facilities or locations: (a) without cause, by providing Hospital with at least one hundred and eighty (180) days written notice prior to the date of termination; or (b) for breach, as specified below, without affecting the participation of other hospitals/facilities/locations.

5.2 **Termination for Breach**. This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within sixty (60) days of the notice of termination.

5.3 **Immediate Termination or Suspension**. Company may terminate or suspend this Agreement with respect to Hospital or any Hospital Provider or location, with written notice to Hospital, due to: (a) Hospital's failure to continue to meet the licensure and other requirements of the applicable Participation Criteria; (b) the bankruptcy or receivership of Hospital, or an assignment by Hospital for the benefit of creditors; (c) the exclusion, debarment or suspension of Hospital or a Hospital Provider from participation in any governmental sponsored program, including, but not limited to, Medicare or Medicaid; (d) change of control of Hospital to an entity not acceptable to Company; (e) the revocation or suspension of Hospital's accreditation by TJC or any other applicable accrediting agency; or (f) a determination by Company that Hospital's continued participation in provider networks could reasonably result in harm to Members. To protect the interests of patients, including Members, Hospital will provide immediate notice to Company of any of the events described in (a)-(e) above. Hospital may terminate this Agreement, with written notice to Company due to: (x) Company's failure to continue to maintain the licensure and authorizations required for it to meet its obligations under this Agreement; or (y) Company's bankruptcy or receivership, or an assignment by Company for the benefit of creditors.

5.4 **Obligations Following Termination**. Upon termination of this Agreement for any reason, Hospital agrees to provide services, at Company's discretion, to: (a) any Member under Hospital's care who, at the time of the effective date of termination, is a registered bed patient at Hospital, until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) in any other situation required by Applicable Law/Accreditation. The applicable **Service and Rate Schedule** will apply to all services provided under this section. Upon notice of termination of this Agreement or of participation in a Plan, Hospital will cooperate with Company to transfer Members to other providers. Company may provide advance notice of the termination to Members.

5.5 **Obligations During Dispute Resolution Procedures**. In the event of any dispute between the Parties in which a party has provided notice of termination for breach under Section 5.2 above, and the dispute is required to be resolved or is submitted for resolution under Section 7.0 below, the termination of this Agreement shall cease and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

6.0 RELATIONSHIP OF THE PARTIES

6.1 **Independent Contractor Status/Relationship**. Company and Hospital are independent contractors, and not employees, agents or representatives of each other. Company and Hospital will each be solely liable for its own activities and those of its employees and other agents, and neither Company nor Hospital will be liable in any way for the activities of the other Party or the other Party's employees or other agents. Hospital acknowledges that all Member care and related decisions are the responsibility of Hospital and/or Hospital Providers and that Policies do not dictate or control Hospital's and/or Hospital Providers' clinical decisions with respect to the care of Members. Hospital agrees to indemnify and hold harmless Company from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Hospital's and/or Hospital Providers' provision of care to Members. Company agrees to indemnify and hold harmless Hospital and Hospital Providers from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Company's administration of Plans. This provision will survive the termination of this Agreement.

6.2 **Use of Name**. Hospital agrees that its name and other identifying and descriptive material can be used in provider directories and in other materials and marketing literature of Company and Payers, including, but not limited to, in customer bids, requests for proposals, state license applications and/or other submissions. Hospital will not use Company's or its Affiliates' or a Payer's names, logos, trademarks or services marks without Company's and/or the applicable Payer's prior written consent, which consent shall not be unreasonably withheld.

6.3 **Interference with Contractual Relations**. Hospital will not engage in activities that would cause Company to lose existing or potential Members, including but not limited to, advising Company customers, Payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this Agreement or by a governmental authority or court of competent jurisdiction, Hospital will not use or disclose to any third party, membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this section is intended or will be deemed to restrict: (i) any communication between Hospital and a Member, or a party designated by a Member determined by Hospital to be necessary or appropriate for the diagnosis and care of the Member; or (ii) notification of participation status with other insurers or plans. This section will survive the termination of this Agreement for a period of one (1) year following termination or expiration.

7.0 DISPUTE RESOLUTION

7.1 **Dispute Resolution and Mediation**. Company will provide an internal mechanism under which Hospital can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Hospital will exhaust Company's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.

7.2 **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association (AAA). **COMPANY AND HOSPITAL UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS ARBITRATION PROVISION, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an award of $250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the award to a second arbitrator (the "Appeal Arbitrator"), designated in the same manner as the original, except that the Appeal Arbitrator must have at least twenty (20) years' experience in the active practice of law or as a judge. The award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.

8.0 MISCELLANEOUS

8.1 **Entire Agreement**. This Agreement and any addenda, schedules, exhibits or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement. If there is a conflict between the **General Terms and Conditions** and a **Product Addendum** or **Service and Rate Schedule**, the terms of the applicable **Product Addendum** and corresponding **Service and Rate Schedule** will

prevail for that Product Category. If there is a conflict between an applicable **State Compliance Addendum** and any other part of the Agreement, the terms of the **State Compliance Addendum** will prevail, but only with respect to the particular line of business (e.g., fully insured HMO) or Product Category.

8.2 **Waiver/Governing Law/Severability/No Third Party Beneficiaries/Headings**. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law/Accreditation, this Agreement will be governed in all respects by the laws of the State where Hospital is located, without regard to such state's choice of law provisions. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.

8.3 **Insurance**. Company agrees to procure and maintain such policies of general and other insurance, and/or maintain an appropriate program of self-insurance, as shall be necessary to insure Company and its employees against any claim or claims for damages arising directly or indirectly in connection with the performance of any service by Company under this Agreement. Hospital agrees to procure and maintain such policies of general and professional liability and other insurance or a comparable program of self-insurance at minimum levels as required by state law, or in the absence of a state law specifying a minimum limit, an amount customarily maintained by hospitals in the state or region in which the Hospital operates. Such insurance coverage shall cover the acts and omissions of Hospital as well as those of Hospital's agents and employees.

8.4 **Limitation of Liability**. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.

8.5 **Assignment**. Hospital may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may duplicate this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of a Product Category in which Hospital participates (e.g., a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Hospital.

8.6 **Amendments**. This Agreement will be deemed to be automatically amended to conform with all Applicable Law/Accreditation promulgated at any time by any state or Federal regulatory agency, governmental authority or applicable accreditation agency. Notwithstanding the foregoing, at Company's discretion, Company may amend this Agreement upon written notice, by letter, newsletter, electronic mail or other media, to Hospital to comply with applicable law or regulation, or any order or directive of any governmental agency.

8.7 **Notices**. Notices required to terminate or non-renew the Agreement or to decline participation in a new Product Category or Plan/program, must be sent by U.S. mail or nationally recognized courier, return receipt requested, to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.

8.8 **Non-Exclusivity**. This Agreement is not exclusive, and does not preclude either Party from contracting with any other person or entity for any purpose.

APPENDIX 1 - DEFINITIONS

Affiliate. Any corporation, partnership or other legal entity that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement.

Applicable Law/Accreditation. All applicable Federal and state laws, regulations and governmental directives related to this Agreement, as well as, with respect to Hospital, applicable accreditation agency or organization (e.g., The Joint Commission (TJC)) requirements.

Covered Services. Those health care and related services for which a Member is entitled to receive coverage or program benefits under a Plan.

Hospital Provider. Any physician or other health care provider employed by Hospital or who, through a contract or arrangement with Hospital, provides those services to Members that are described in the professional component section of the applicable **Service and Rate Schedule**.

Member. A person covered by or enrolled in a Plan. Member includes the subscriber and any of the subscriber's eligible dependents.

Participating Provider. A health care provider that participates in Company's participating provider network(s) for the applicable Plan.

Participation Criteria. The participation criteria (e.g., office standards, DEA requirements, etc.) that apply to various types of Participating Providers under Company Policies.

Party. Company or Hospital, as applicable.

Payer. A person or entity that is authorized to access one or more networks of Participating Providers and that: (a) is financially responsible for funding or underwriting payments for benefits provided under a Plan; or (b) is not financially responsible to fund or underwrite benefits, but which contracts directly or indirectly with persons or entities that are financially responsible to pay for Covered Services provided to Members. Payers include, but are not limited to, Company, insurers, self-funded employers, third party administrators, labor unions, trusts, and associations.

Plan. A health care benefits plan or program for which Hospital serves as a Participating Provider; the terms of each specific Plan are outlined in the applicable summary plan description, certificate of coverage, evidence of coverage, or other coverage or program document.

Policies. Company's policies and procedures that relate to this Agreement, including, but not limited to, Participation Criteria, Provider Manuals, clinical policy bulletins, credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, Institutes of Excellence™, complaint and appeals, and other policies and procedures (as modified from time to time) that are made available to Provider electronically or through other commonly accepted media. Policies may vary by Affiliate, Product Category and/or Plan.

Product Category. A category of health benefit plans or products (e.g., Commercial Health, Medicare, Workers' Compensation) in which Hospital participates under this Agreement, as more fully descried on the applicable **Product Addendum(a)**.

Provider Manual. Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers and Product Categories.