

**BLUE CROSS AND BLUE SHIELD SYSTEM**  
**BLUE QUALITY CENTERS FOR TRANSPLANT**  
**HOSPITAL PARTICIPATION AGREEMENT**  
**BETWEEN**  
**CHILDREN'S HOSPITAL MEDICAL CENTER,**  
**COMMUNITY INSURANCE COMPANY**  
**D/B/A ANTHEM BLUE CROSS AND BLUE SHIELD,**  
**AND**  
**BLUE CROSS AND BLUE SHIELD ASSOCIATION**

THIS AGREEMENT is entered into this fifteenth (15) day of June, 2003 (the "Effective Date"), by and between Children's Hospital Medical Center ("Hospital"), Community Insurance Company d/b/a Anthem Blue Cross and Blue Shield ("Local Plan"), and the Blue Cross and Blue Shield Association ("BCBSA").

WHEREAS, the purpose of the Blue Quality Centers for Transplant ("BQCT") program is to establish and coordinate, through and on behalf of Participating Plans (as defined herein), a national provider network which gives Members access to comprehensive Transplant Services.

WHEREAS, the Hospital is capable of providing, or arranging for the provision of, inpatient and outpatient services for certain types of transplants, and desires to become a Participating Hospital in the BQCT.

WHEREAS, BCBSA and Participating Plans (including Local Plan) facilitate the operation of the BQCT network.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

## ARTICLE I: DEFINITIONS

1.1 "BCBSA" means the Blue Cross and Blue Shield Association, an association of independent Blue Cross and/or Blue Shield Plans, and an Illinois not-for-profit corporation.

1.2 "BQCT" means the national program administered by BCBSA for the provision by Referring Plans of benefits for Transplant Services to Members.

1.3 "BQCT Selection Criteria" means the hospital selection criteria developed by the BCBSA which institutions must satisfy in order to be considered for participation in the BQCT and to provide designated Transplant Services to Members.

1.4 "Bone Marrow" means any stem cells harvested from either the bone marrow, peripheral blood or placental/umbilical cord blood for the treatment of human disease.

1.5 "Case Management" means a program implemented and administered by a Participating Plan to coordinate Transplant Services and claims administration for Participating Hospitals, Participating Physicians, Participating Providers, and the Participating Plan's Members.

1.6 "Clean Claims" means, unless otherwise defined by applicable state or federal law, a claim completed in compliance with the HCFA UB-92 or its successor, the HCFA 1500 or its successor, or other provider billing form that the Referring Plan determines provides sufficient documentation to enable timely processing, and that satisfies the requirements including, but not limited to, any requirements regarding bundling, set forth in the Hospital Procedures Manual.

1.7 "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

1.8 "Electronic Media" means the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

1.9 "Emergency Medical Condition" means, unless otherwise defined by state law, the sudden and, at the time, unexpected onset of a health condition that manifests itself by symptoms of sufficient severity that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that immediate medical care is required, and that may include, but is not limited to: (a) placing the person's health in immediate jeopardy; (b) serious impairment to a bodily function; (c) serious dysfunction of any bodily organ or part; or (d) inadequately controlled pain.

1.10 "Emergency Services" means those Transplant Services furnished or required to evaluate and treat an Emergency Medical Condition.

1.11 "Established Charges" means the schedule of regular charges of Hospital, Participating Physician and Participating Providers for Transplant Services. In no event shall Established Charges be higher than the charges for the same services when provided to a patient who is not a Member receiving a Preauthorized transplant or retransplant. Rates negotiated with another entity for only the entity's employees or participants shall not be considered in determining Established Charges. Governmental payer rates shall likewise not be considered in determining Established Charges.

1.12 "Excluded Services" means those Medically Necessary services that are provided in connection with a transplant or retransplant, but that are not included in the payment rate described in Attachment A. A list of Excluded Services is set forth in Attachment B attached hereto and incorporated herein.

1.13 "Global or All-Inclusive Payment" means the payment set forth in Attachment A for Transplant Services. The Global or All-Inclusive Payment is subject to any copayment, coinsurance or deductible charges set forth in the Member Benefit Contract.

1.14 "Global or All-Inclusive Period" means the number of days covered by the Global or All-Inclusive Payment as described in Sections I and II of Attachment A.

1.15 "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and, (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.16 "Medically Necessary" means Preauthorized (see 1.25, below) medical, surgical or other treatment.

1.17 "Member" means an individual who is: (i) an eligible Blue Cross and/or Blue Shield subscriber or his/her eligible dependent enrolled in a Participating Plan, and (ii) eligible to receive Transplant Services from a Participating Hospital.

1.18 "Member Benefit Contract" means the document evidencing covered health care services, which is issued to each Member by a Participating Plan.

1.19 "Non-Covered Services" means those health care services that are not Transplant Services and that are not benefits under the Member Benefit Contract and are, therefore, the financial responsibility of the Member.

1.20 "Outlier Payment" means the additional Global or All-Inclusive Payment per diem for inpatient Transplant Services, beyond the Global or All-Inclusive Period for each Preauthorized transplant described in Sections I(B) and II(B) of Attachment A.

1.21 "Participating Hospital" means an acute care hospital with all of the following characteristics: licensed (if required under state law); approved by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO); certified for participation under Medicare (Title XVIII of the Social Security Act); is a Member of the United Network for Organ Sharing (UNOS) (for solid organ transplant hospitals only); has met the BQCT Selection Criteria (see 1.3, above); and, has executed a Blue Cross and Blue Shield System Blue Quality Centers for Transplant Hospital Participation Agreement (formerly known as the National Transplant Network Hospital Participation Agreement) to provide Transplant Services to Members.

1.22 "Participating Physician" means a licensed physician who is employed by the Participating Hospital or who is on the Hospital's medical staff and who provides Transplant Services to a Member.

1.23 "Participating Plan" means an independently licensed Blue Cross and/or Blue Shield Plan, as well as any licensed subsidiaries or affiliates, that have executed a Plan Agreement with BCBSA to participate in the BQCT and to abide by the terms and conditions of this Agreement. "Participating Plan" is licensed by BCBSA to use the Blue Cross and/or Blue Shield names and service marks.

1.24 "Participating Providers" means a health care provider, other than Participating Physicians, such as a skilled nursing facility, home health care agency or an ancillary provider who provides certain Transplant Services to a Member.

1.25 "Preauthorization" or "Preauthorized" means the review and approval process under the BQCT of proposed Transplant Services by the Member's Referring Plan prior to the time of Member's transplant or retransplant. Preauthorization under the BQCT is separate from any prior authorization or pre-approval requirement that may be contained in the Member Benefit Contract.

1.26 "Privacy Standards" means the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, including any amendments thereto.

1.27 "Protected Health Information" means shall mean Individually Identifiable Health Information that is (i) transmitted by Electronic Media, (ii) maintained in any medium constituting Electronic Media; or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g and (ii) records described in 20 U.S.C. § 1232g(a)(4)(B)(iv).

1.28 "Referring Plan" means a Participating Plan that has referred a Member to a Participating Hospital.

1.29 "Surcharge" means an additional fee or other charge which is charged to, paid by, or collected from a Member for Transplant Services, other than any copayment, coinsurance or deductible authorized by the Member Benefit Contract. Surcharges are not permitted by this Agreement, or by the Member Benefit Contract.

1.30 "Transplant Services" means those Medically Necessary services and products, described in Attachment B for adult and/or pediatric, cadaveric and/or living donor, human organ and/or tissue transplant or retransplant that are provided or arranged by a Participating Hospital, Participating Physician or other Participating Provider in accordance with the terms and conditions of this Agreement.

1.31 "Use" means with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

## **ARTICLE II: CLINICAL REQUIREMENTS**

2.1 Hospital agrees that the information it supplied to BCBSA and Local Plan in response to the most recent Blue Cross and Blue Shield System Blue Quality Centers for Transplant credentialing process, incorporated herein by reference, is true and correct.

2.2 Hospital agrees to provide notice to BCBSA and the Local Plan within twenty-four (24) hours of a working business day (or seventy-two (72) hours of a weekend day if the Local Plan does not have twenty-four (24) hour weekend access) of the occurrence of any event that would result in any material change that affects patient care of the information supplied in its response to the most recent Blue Cross and Blue Shield System Blue Quality Centers for Transplant credentialing process including but not limited to the permanent or temporary suspension or cessation of Hospital's transplant program or services.

2.3 The parties agree that, based on the information it supplied in response to the most recent credentialing process, Hospital shall be a Participating Hospital in the following BQCT network(s): Pediatric Liver, Pediatric Autologous Bone Marrow, and Pediatric Allogeneic Bone Marrow.

2.4 Hospital shall ensure that all Participating Physicians and Participating Providers comply with the terms and conditions of this Agreement. Hospital shall have written agreements (or other arrangements acceptable to BCBSA) with Participating Physicians and Participating Providers to provide Transplant Services that shall require Participating Physicians' and Providers' compliance.

2.5 Hospital shall cooperate with any prescheduled site visits conducted by BCBSA, Local Plan or either party's designee. Hospital shall submit to BCBSA and Local Plan such additional information as may be reasonably required for the BQCT, subject to Article VI.

### **ARTICLE III: PREAUTHORIZATION REQUIREMENTS**

3.1 Except as provided in Section 3.3, Hospital agrees that it will admit Members for Transplant Services only upon the receipt of written Preauthorization from the Referring Plan. Hospital agrees that it will inform BCBSA that a transplant or retransplant has received Preauthorization within one (1) week of the latter of the Member's admission or the Preauthorization and will inform the Referring Plan case manager of the admission within one (1) working business day via telephone.

3.2 Hospital shall perform adult and/or pediatric, cadaveric and/or living donor, human organ and/or tissue transplants or retransplants, as applicable, and provide Transplant Services to Members for whom written Preauthorization has been received from the Member's Referring Plan.

3.3 In cases in which emergency admissions are required, Hospital agrees that it will obtain Preauthorization from the Member's Referring Plan prior to admission of a Member, as long as such Preauthorization does not delay necessary treatment. Admissions for Emergency Services may receive Preauthorization by telephone, with written confirmation to follow. If due to the severity of the Emergency Medical Condition, Preauthorization cannot be obtained, Hospital agrees that it will notify Member's Referring Plan as soon as possible, but in no event later than the first business day after admission.

3.4 Local Plan shall not retrospectively deny claims which have received Preauthorization unless Local Plan demonstrates abuse, fraud or concealment of material information not produced by Participating Hospital during the Preauthorization review by Local Plan. For Referring Plans, and where required by state or federal statute or regulation, Member's Referring Plan shall not retrospectively deny claims which have received Preauthorization unless Member's Referring Plan demonstrates abuse, fraud or concealment of material information not produced by Participating Hospital during the Preauthorization review by Member's Plan.

#### **ARTICLE IV: PAYMENT**

##### **4.1 Payment Rate**

Referring Plan shall pay Hospital for Transplant Services provided to Members, and Hospital agrees to accept without Surcharges, the amount set forth in Attachment A, "Hospital Payment", attached hereto and made a part hereof. Referring Plan's payment is made subject to the benefit maximums, copayment, coinsurance and deductible provisions of the Member Benefit Contract. Hospital is responsible for the provision of and compensation for Transplant Services, including but not limited to, compensation of Participating Physicians and Participating Providers. No Participating Physician or Participating Provider may separately bill a Participating Plan or BCBSA for any Transplant Services.



#### 4.2 Payment In Full

Hospital, for itself and for Participating Physicians and Participating Providers, shall look only to the Referring Plan for compensation for Transplant Services rendered to a Member. Hospital hereby agrees that in no event, including but not limited to non-payment by the Referring Plan, the Referring Plan insolvency or breach of this Agreement, shall Hospital bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than the Referring Plan for Transplant Services. This provision shall not prohibit collection of any applicable copayments, coinsurance or deductibles billed in accordance with the terms of the Referring Plan's Member Benefit Contract.

Hospital further agrees that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Members and (ii) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Hospital and Members or persons acting on the Member's behalf.

#### 4.3 Member Responsibility for Non-Covered Services

It is recognized that a Member might request services of Hospital that are not (i) authorized by the Referring Plan or (ii) covered by the Member Benefit Contract, and that are, therefore, the financial responsibility of the Member. In such cases, the Hospital agrees to advise the Member of his or her payment responsibility prior to rendering any such services. Participating Plans and BCBSA shall have no financial responsibility for such services.

#### 4.4 Payment Mechanism

Hospital shall abide by the administrative policies of the Hospital Procedures Manual as it may be amended hereafter from time to time, incorporated herein by reference. As a condition of payment, Hospital shall certify in writing that it has bundled, all Established Charges.

#### 4.5 Timing

(a) No later than forty-five (45) days after receiving the complete set of Clean Claims from Hospital, Participating Physicians, and Participating Providers, Referring Plan shall complete its processing of those claims, and pay the Hospital for Transplant Services as provided in this Agreement set forth in Attachment A, or notify the Hospital in writing that the Referring plan requires additional information regarding such claims.

(b) If Referring Plan gives Hospital notice as required in Section 4.5(a), that additional information regarding a claim is required, Referring Plan shall complete its processing of the claims and make payment as provided in this Agreement no later than forty-five (45) days after Referring Plan receives the complete additional information as requested.

(c) Failure to Make Timely Payments. If Referring Plan fails to make timely payments under this Agreement, Referring Plan shall pay interest at the rate equal to one (1) percent above the Bank One's published prime rate in Cincinnati, Ohio on the full amount due and unpaid subject to Member benefit maximums, coinsurance, deductibles, and copayments. Such interest shall not start until forty-five (45) days after Referring Plan has received the complete set of Clean Claims; or, if additional information is requested, forty-five (45) days after the Referring Plan has received the completed additional information.

#### 4.6 Coordination of Benefits

When a Member is eligible for benefits for Transplant Services under more than one health benefits plan or program, the Referring Plan will coordinate benefits with such other plan or program in accordance with federal and state laws and the Member Benefit Contract. Hospital shall cooperate with Participating Plans by obtaining information from Members regarding other coverage they have and providing such information to the Member's Referring Plan.

## ARTICLE V: ADMINISTRATIVE REQUIREMENTS

### 5.1 Insurance and Indemnification

(a) Hospital shall secure and maintain at its expense throughout the term of this Agreement such policy or policies of general liability and professional liability insurance as shall be necessary to insure Hospital, its agents and employees against any claim or claims for damages arising by reason of injury or death, occasioned directly or indirectly by the performance or non-performance of any service by Hospital, its agents or employees. Such insurance shall have minimum coverage levels of \$3,000,000 per claim and \$5,000,000 in the aggregate. In the alternative, Hospital may satisfy its insurance obligation through a self-insurance program that is acceptable to BCBSA and Local Plan. Upon request, Hospital shall provide Local Plan with a copy of the policy (or policies) or certificate(s) of insurance which evidence compliance with the foregoing insurance or self-insurance requirements.

(b) Unless otherwise provided by state law applicable to Hospital, Hospital agrees to indemnify and hold the Participating Plans and BCBSA harmless from any and all liability, loss, damage, claim or expense of any kind, including costs and attorneys' fees, which result from negligent or willful acts or omissions by Hospital, its agents or employees regarding the duties and obligations of Hospital under this Agreement. Such indemnification and hold harmless shall not apply to any matters resulting, in whole or in part, from negligent or willful acts or omissions of BCBSA, or Participating Plans, or their respective agents or employees.

(c) BCBSA, solely in relation to its duties and obligations under this Agreement, agrees to indemnify and hold Hospital harmless from any and all liability, loss and damage, claims or expense of any kind, including costs and attorneys' fees, which result from the negligent or willful acts or omissions of BCBSA, its agents or employees. Such indemnification and hold harmless shall not apply to any matters which result, in whole or part, from the negligent or willful acts or omissions of Hospital, Participating Physicians, Participating Providers or Participating Plans, or their respective agents or employees. The parties acknowledge and agree that Hospital is responsible for making decision regarding the treatment and care of individual Members, Participating Plans are responsible for making benefit coverage determinations, and BCBSA makes neither treatment decisions nor benefit coverage determinations.

(d) BCBSA shall secure and maintain at its expense throughout the term of this Agreement an adequate policy or policies of general liability insurance to insure BCBSA, its agents and employees in connection with BCBSA's administrative obligations under this Agreement.

5.2 Project Liaison. Hospital agrees to designate individual(s) to act as liaison(s) for the BQCT program.

5.3 Hospital shall abide by the administrative policies of the Hospital Procedures Manual, as it may be amended from time to time, incorporated herein by reference.

5.4 Local Plan agrees to abide by the administrative policies and procedures of BQCT, as described in the Plan Procedures Manual, as it may be amended from time to time, incorporated herein by reference.

5.5 All parties agree to keep all information contained in this Agreement and in the Hospital Procedures Manual, including the negotiated Global or All-Inclusive Payment amounts, confidential.

5.6 Hospital and Local Plan agree to comply with the requirements set forth in Attachment C, "Special Provisions for Local Plan," with respect to the provision of Transplant Services to Members of Local Plan only.

## **ARTICLE VI: PROTECTED HEALTH INFORMATION**

### **6.1 General Provisions**

(a) Effect. The terms and provisions of this Article shall supercede any other conflicting or inconsistent terms and provisions of this Agreement to which this Article is included, including all exhibits or other attachments thereto and all documents incorporated therein by reference. The parties acknowledge and agree that Hospital and Referring Plan are covered entities and that Local Plan and BCBSA are business associates of Referring Plan as those terms are defined in the Privacy Standards. Hospital agrees to comply with the consent requirements of 45 C.F.R. 164, Subpart E. Hospital agrees to Disclose Protected Health Information to Local Plan and BCBSA as required or permitted under this Agreement.

(b) Amendment. BCBSA, Hospital, and Local Plan agree to amend this Article to the extent necessary to allow a party to comply with the Privacy Standards, the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 142) promulgated or to be promulgated by the Secretary, and any other similar federal, state, or local laws. BCBSA agrees that it will fully comply with all such Standards.

## 6.2 Obligations of Hospital

(a) Maintenance of Records. Hospital shall prepare and maintain all Protected Health Information relating to Members receiving Transplant Services at Hospital pursuant to this Agreement. The records shall be prepared and maintained in accordance with Hospital's policies and procedures and any applicable federal and state laws.

(b) Inspection and Audit by Referring or Local Plan. Hospital agrees to permit Referring Plan or Local Plan to inspect, audit, and duplicate any Protected Health Information maintained by Hospital relating to Members receiving Transplant Services that is reasonably necessary for the purpose of payment as defined in the Privacy Standards. Such inspection, audit, and duplication shall be allowed upon reasonable notice to Hospital, during normal business hours.

(c) Inspection and Audit by BCBSA. Hospital agrees to permit BCBSA, on behalf of Referring Plan or Local Plan, to inspect, audit, and duplicate any and all Protected Health Information maintained by Hospital relating to Members receiving Transplant Services that is reasonably necessary for the purpose of payment as defined in the Privacy Standards. Such inspection, audit, and duplication shall be allowed upon reasonable notice to Hospital during normal business hours.

(d) Administration of BQCT. Hospital agrees to provide, upon request by Local Plan, Referring Plan, or BCBSA on behalf of Local or Referring Plan, any Protected Health Information relating to Members receiving Transplant Services to BCBSA and Referring Plan for the administration and operation of BQCT.

(e) Case Audits. Hospital shall permit Referring Plan, or BCBSA on behalf of Local Plan or Referring Plan, at reasonable times and upon at least fourteen (14) business days prior written notice, to conduct case audits with respect to any and all Members who have received Transplant Services for the purpose of payment and health care operations as defined in the Privacy Standards. The audits may include, but not be limited to, adherence to patient selection criteria, quality of care, and follow-up care.

### 6.3 Patient Management, Discharge Planning and Case Management

(a) Hospital Duty to Member. For each Member receiving Transplant Services, Hospital shall provide to Referring Plan, or BCBSA on behalf of Referring Plan, a written protocol for discharge planning and follow-up care subsequent to the transplant. This protocol must be approved in writing by the case management staff of the Referring Plan or BCBSA, on behalf of Referring Plan, prior to the Member's discharge from care.

(b) Hospital Duty to Referring Plan or BCBSA. Upon request of Referring Plan or BCBSA, Hospital agrees to provide any and all Protected Health Information relating to Members to Referring Plan or BCBSA, on behalf of Referring Plan, that is reasonably necessary for Preauthorization, discharge planning and coordination of patient care during the Member's hospitalization for Transplant Services.

(c) Prohibition on Use and Disclosure. The parties agree that they shall not and shall require that their directors, officers, agents, and employees do not Use or Disclose Protected Health Information in any manner that would constitute a violation of the Privacy Standards and any other applicable federal or state laws.

6.4 Disclosures of Protected Health Information to Third Parties. To the extent that the parties Disclose Protected Health Information to a third party, the parties must obtain satisfactory assurances from the third party that: 1) it will not Use or Disclose such Protected Health Information other than as permitted or required by contract or as required by law; 2) it will use appropriate safeguards to prevent Use or Disclosure of such Protected Health Information other than as provided for by its contract; and 3) and it will immediately notify the parties of any breaches of the confidentiality of such Protected Health Information, to the extent that it has obtained knowledge of such breach.

## **ARTICLE VII: TERM AND TERMINATION**

7.1 Term. Subject to the termination provisions set forth below, this Agreement shall commence on the Effective Date set forth above and shall continue for a period of one (1) year, and shall automatically renew from year to year thereafter.

### **7.2 Termination**

(a) Any party may terminate this Agreement at any time without cause upon at least sixty (60) days prior written notice to the other two parties.

(b) Any party may terminate this Agreement upon at least thirty (30) days prior written notice to the other two parties in the event of a material breach of this Agreement by either of the other two parties; provided that such breach is not cured to the non-breaching party's reasonable satisfaction within that 30-day period.

### **7.3 Additional Rights of Termination**

In addition to its rights under Section 7.2, any party shall have the right to terminate this Agreement immediately by notice to the other two parties upon the occurrence of any of the following events:

(a) the suspension or revocation of Hospital's license(s);

(b) the suspension, revocation or loss of Hospital's JCAHO accreditation, UNOS Membership (if Hospital participates in the BQCT as a solid organ transplant hospital), or Medicare participation status; provided that such suspension, revocation or loss is materially reversed to the satisfaction of JCAHO, UNOS or Medicare (as applicable) within 30-days of its occurrence;

(c) the failure of Hospital to meet or continue to satisfy the BQCT Selection Criteria;

(d) the failure of Hospital to maintain such policy or policies of general and professional liability insurance in accordance with Section 5.1(a);or

(e) (i) Hospital or Hospital's parent company makes an assignment for the benefit of creditors or applies to any tribunal for the appointment of a trustee or receiver for any substantial part of its assets, or causes to be commenced any proceeding relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation laws of any jurisdiction; or (ii) if any such application shall be filed or any such proceedings commenced against Hospital or Hospital's parent company by any other party or an order shall be entered at the instance of any other party appointing any such trustee or receiver, or adjudicating Hospital bankrupt or insolvent, or approving a petition in any such proceedings. In the event the party to this Agreement is not an individual hospital, but is an entity or organization, such as a health system, that includes one or more hospitals that provide Transplant Services to Members, then this Agreement may be terminated pursuant to this Section 7.3(e) if subparagraph (i) or (ii) hereof applies to such entity or organization or to any hospital that is a part of such entity or organization and that hospital provides Transplant Services to Members.

7.4 Termination, Suspension or Cessation of Hospital Transplant Program. This Agreement shall terminate upon the termination, suspension or cessation of the Hospital's transplant program(s) for which Hospital has been selected hereunder. Hospital shall provide sixty (60) days prior written notice of termination to the other two parties, and shall provide immediate written notice in the event of the suspension or cessation of Hospital's transplant program in accordance with Section 2.2.

7.5 Termination of Blue Quality Centers for Transplant Program. This Agreement shall terminate upon the termination of the BQCT program. BCBSA shall provide sixty (60) days notice of such termination to the other two parties.

7.6 Termination of Hospital Participation Agreement. If this Agreement terminates, Hospital will continue to provide Transplant Services to Members who have received Preauthorization for a transplant or retransplant prior to the date termination is effective. Hospital shall provide Transplant Services upon the same terms and conditions as set forth in this Agreement immediately prior to the effective date of termination. Hospital agrees to execute any document reasonably required by BCBSA to implement this Section 7.6.



7.7 Effect of Termination. Termination shall not relieve Participating Plans from their obligation to provide the required financial payment to Hospital for their Members who have received Preauthorization prior to the date termination is effective. Participating Plans shall continue to abide by the applicable terms and conditions of this Agreement and the Hospital Procedures Manual regarding such Members.

7.8 Survivability. Upon the expiration of Hospital's obligations under Section 7.6 of this Agreement, the following sections shall continue to survive the termination of this Agreement: 4.2, Payment in Full; 5.1(b-c) Insurance and Indemnification; Article VI, Protected Health Information; and 8.10, Dispute Resolution.

## **ARTICLE VIII: MISCELLANEOUS**

### **8.1 Advertising and Promotion**

(a) Each party retains ownership and control of its name, symbols, trademarks, and service marks presently existing or later established. Except as otherwise provided, no party shall use either of the other parties' names, symbols, trademarks or service marks in any manner, including without limitation for advertising promotion, without the prior written consent of such other party, and shall cease any consented to usage immediately upon written notice or upon termination of this Agreement, whichever is sooner.

(b) Hospital grants BCBSA and Participating Plans the right to use the Hospital's name in order to inform interested parties of Hospital's participation in the BQCT pursuant to this Agreement, or to otherwise carry out the terms of this Agreement.

(c) Upon BCBSA's prior review and approval, Hospital may use the name "Blue Quality Centers for Transplant" in order to inform interested parties of Hospital's participation in the BQCT. In addition, Hospital may use the following description of the BQCT: "The Blue Quality Centers for Transplant is a network of transplant centers that offer certain transplant services through a coordinated transplant management program and have agreed to negotiated rates for transplant services provided to members of participating Blue Cross and Blue Shield Plans. The Blue Cross and Blue Shield Plans make independent coverage and benefit determinations in connection with the BQCT."

(d) The parties shall abide by any applicable federal laws, including but not limited to the Privacy Standards, and any applicable state laws in any advertising or promotional activities related to the BQCT.

8.2 *Enforceability.* If any term, provision, covenant or condition of this Agreement is invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision.

8.3 *Complete Agreement.* This Agreement contains the complete understanding and agreement between Hospital, Local Plan, and BCBSA and supersedes all prior representations, understandings or agreements relating to Hospital's provision of Transplant Services to Members as a Participating Hospital.

8.4 *Amendments.* No waiver, alteration, amendment or modification of this Agreement shall be valid unless in each instance a written memorandum specifically expressing such waiver, alteration, amendment, or modification is made and subscribed by duly authorized officers of the parties.

8.5 *Assignment.* No party shall assign its respective rights, duties, or obligations under this Agreement without the express, written permission of the other parties.

8.6 *Independent Contractors.* None of the provisions of this Agreement is intended to create nor shall be deemed to create any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, employee or representative of the other.

8.7 *Headings.* The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.8 Notice. Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at:

Karen Cox  
Blue Cross and Blue Shield Association  
225 N. Michigan Ave., 5th Floor  
Chicago, Illinois 60601  
Attn: Integrated Health Resources Dept.

to Hospital at:

James M. Anderson  
President and CEO  
Children's Hospital Medical Center  
3333 Burnet Avenue  
Cincinnati, OH 45229-3039

and to:

Michael L. Taylor  
Vice President, Managed Care  
Children's Hospital Medical Center  
3333 Burnet Avenue  
Cincinnati, OH 45229-3039

and to Local Plan at:

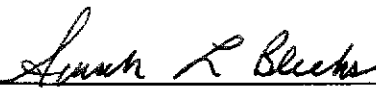
Carole Cline  
Manager, Corporate Transplants  
Anthem Blue Cross and Blue Shield  
4361 Irwin Simpson Road  
Mason, OH 45040

8.9 Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, make any person or entity a third party beneficiary, except as otherwise specifically provided herein.

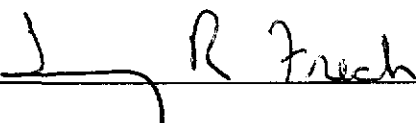
8.10 Dispute Resolution. The parties shall in good faith attempt to resolve any controversy, dispute or disagreement with respect to the making, construction, terms or interpretation of this Agreement, or the breach thereof, by negotiation. Unless otherwise provided by state law applicable to Hospital, if the parties are unable to resolve any such controversy, dispute or disagreement, the controversy, dispute or disagreement shall be submitted to arbitration, which shall be conducted in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, before any party may pursue resolution of the controversy, dispute or disagreement in court. The parties shall bear their respective costs associated with any arbitration proceedings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers to be effective on the Effective Date set forth above.

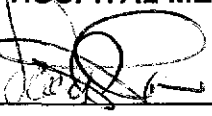
**BLUE CROSS AND BLUE SHIELD ASSOCIATION**

(Signature)   
(Print Name) Sarah L. Bleeks  
(Title) Managing Director (Date) 06.26.03

**COMMUNITY INSURANCE COMPANY  
DBA ANTHEM BLUE CROSS AND BLUE SHIELD**

(Signature)   
(Print Name) Terry R. Frech  
(Title) Director, Network Management (Date) 6-23-03

**CHILDREN'S HOSPITAL MEDICAL CENTER**

(Signature)   
(Print Name) SCOTT J. HAMLIN  
(Title) SENIOR VICE PRESIDENT & CFO (Date) 6/3/03