

EXHIBIT A

HOSPITAL SERVICES–GROUP COMMERCIAL CONTRACT and MEDICARE

In Accordance with Section 2.1, Hospital Services include all hospital services provided by HOSPITAL and include, but are not limited to, those specified below: CODES: 1 – Provided by HOSPITAL; 2 – Arranged by HOSPITAL; N/A – Not Available.

HOSPITAL SERVICES	CODE	HOSPITAL SERVICES	CODE	HOSPITAL SERVICES	CODE
MEDICAL SERVICES		SPECIAL SERVICES		PEDIATRIC SERVICES	
Medical/Surgical Acute Care Services		Burn Care Unit		Pediatric Acute Care	
Medical/Surgical Intensive Care Unit		Chemotherapy		Pediatric Intensive Care	
Step-down/Transitional Care Unit		Gastrointestinal Laboratory		Pediatric Oncology	
Other:		Hemodialysis - Inpatient		Pediatric Surgery	
ANCILLARY SERVICES		Hemodialysis –Outpatient		Other:	
Electrocardiography		Hyperbaric Chamber Services		PERINATAL/DELIVERY SVCS	
Electroencephalography		Immunosuppressed (AIDS) Unit		Labor/Delivery Room Services	
Electromyography		Infusion Therapy		Alternative Birthing Center	
Pharmacy Services		Nuclear Medicine		Newborn Nursery Care	
Respiratory Therapy		Oncology Services		Neonatal Intermediate Care II	
Clinical Laboratory		Outpatient Respiratory Therapy Program		Neonatal Continuing Care III	
Clinical Pathology		Peripheral Vascular Lab		Neonatal Intensive Care IV	
Autopsy Service		Pulmonary Therapy Services		Amniocentesis	
Blood Bank		Other:		Certified Nurse Midwife Program	
Blood Collection and Processing		SURGICAL SERVICES		Extracorporeal Memb. Oxygenation (ECMO)	
Histocompatibility Laboratory		Abortion, Therapeutic		Fetal Treatment (In-utero Therapy)	
Microbiologic Services		Arthroscopic Surgery		In-Vitro Fertilization Program	
Organ Bank		Cystoscopy Service		Obstetrics, High Risk/Pre-term Labor	
Other:		Dental Surgery		Other:	
DIAGNOSTIC/RADIOLOGY SVCS		Gynecologic Surgery		BEHAVIORAL HEALTH SVCS	
Computerized Tomography (CT) Scan		Laparoscopic Surgery		Biofeedback Therapy	
Magnetic Resonance Imaging (MRI)		Laser Surgery		Chemical Dependency – Adult	
Positive Emission Tomography (PET)		Lithotripsy		Chemical Dependency – Adolescent	
Other:		Ophthalmologic Surgery		Outpatient – Adult	
RADIATION THERAPY		Orthopedic Surgery		Outpatient – Adolescent	
Cobalt Therapy		Otolaryngologic Surgery		Psych Locked Unit – Adult	
Gamma Knife		Plastic Surgery		Psych Locked Unit – Adolescent	
Megavoltage Radiation Therapy		Podiatric Surgery		Inpatient Care - Adult	
Radiation Oncology		Thoracic Surgery		Inpatient Care – Adolescent	
Radium Therapy		Urologic Surgery		Psychopharmacological Therapy	
Therapeutic Radioisotopy		Vascular Surgery		Recreational Therapy	
Other:		Other:		Residential Care – Adult	
EMERGENCY SERVICES		TRANSPLANT SERVICES		Residential Care – Adolescent	
IV – Standby Emergency Med		Bone Marrow Transplant		Other:	
III – Basic Emergency Med		Peripheral Stem Cell Marrow Transplant		HOME HEALTH SERVICES	
II – Comp Emergency Med		Corneal Transplant		Home Health Aid Services	
I – Designated Trauma Center		Heart Transplant		Home I.V. Therapy Services	
Urgent Care Center		Heart/Lung Transplant		Home Nursing Care	

Paramedic Base Station		Kidney Transplant		Home Occupational Therapy	
Helipad		Kidney/Pancreas Transplant		Home Physical Medicine	
Radioisotope Decontamination Room		Liver Transplant		Home Medical Social Worker	
Other:		Other:		Home Speech Therapy	
REHAB/LONG-TERM CARE		CARDIOLOGY SERVICES		Other:	
Physical Medicine		Coronary Care Unit		OTHER SERVICES	
Cognitive Rehabilitation		Cardiac Catheterization Lab		Adult Day Health Care	
Occupational Therapy		Percut. Trans. Coronary Angio. (PTCA)		Ambulatory Surgery Services	
Speech Therapy		Cardiovascular Surgery		Hospice	
Spinal Cord Rehabilitation		Cardiac Rehabilitation Program		Outpatient Clinic Services	
Skilled Nursing Unit		Diagnostic Radioisotope		Other:	
Other:		Electrophysiology (EPS)			

** HOSPITAL will provide Vought Health with an updated Services Inventory upon request.

* Inpatient Only

EXHIBIT C-1
COMPENSATION-GROUP COMMERCIAL CONTRACT

Not Applicable

EXHIBIT C-2 COMPENSATION–MEDICARE CONTRACT

Hospital agrees that it shall accept the rates below as payment in full for Covered Services pursuant to this Agreement.

Vought Health shall pay Hospital the rates below less any Copayments and deductibles.

In exchange for Covered Services provided by Hospital to Enrollees in accordance with the terms of this Agreement, authorized by Vought Health when applicable, and within the scope of Hospital's licensing and certification, Vought Health shall pay Hospital's clean claims for such services at the following rates:

<u>Services</u>	<u>Reimbursement:</u>
1) Inpatient services:	<p>100% of Hospital's Medicare Allowable Payment.</p> <p><u>Medicare Allowable Payment (Inpatient Services)</u> will be updated in accordance with CMS changes within forty-five (45) days of receipt of new effective date.</p> <p>Subject to the provisions stated herein. Hospital agrees to accept as payment in full from Vought Health for Covered Services rendered to Vought Health's Medicare Advantage Members, 100% of Hospital's Medicare allowable in effect as of the date such services are rendered and in accordance with Medicare Advantage laws, rules and regulations, less any co-payments, coinsurance, deductibles or other cost-share amounts due from such Members.</p> <p>Included DRG Reimbursement Components: Notwithstanding anything to the contrary in the Agreement, the parties agree that Vought Health shall reimburse for Medicare inpatient prospective payment system components, in the same manner as original Medicare, including the following:</p> <ol style="list-style-type: none"> 1. Base Rate MS-DRG (Includes Operating Federal Specific Portion and Capital Federal Specific Portion); 2. Capital IME 3. Disproportionate Share (Operating and Capital)

4. Bad Debt – Vought Health agrees to reimburse Hospital an amount as determined below for that portion of Hospital's bad debt that results from uncollected Vought Health Medicare Advantage Member co-payments and deductibles. The amount reimbursed by Vought Health shall equal Medicare's percentage of Hospital's bad debt attributable to Vought Health Medicare Advantage Members' copayments and deductibles. Vought Health shall have the right to audit the amounts claimed by Hospital. Hospital shall provide documentation satisfactory to Vought Health that Hospital has complied in all respects with all CMS regulations and rules related to Medicare beneficiary collection and bad debt write offs in connection with collection and attempts at collection of copayments and deductibles of Members enrolled in Vought Health Medicare Advantage product and all other Medicare patients of Hospital. Such documentation shall be provided to Vought Health no later than two hundred ten (210) days following the close of the fiscal year for which bad debt reimbursement is claimed by Hospital. Failure of Hospital to provide complete documentation within such time period shall result in a fifty percent (50%) reduction in the reimbursement. Payment of any undisputed amounts will be made by Vought Health within ninety (90) days following receipt by Vought Health of Hospital's documentation and invoice for the amount it claims for bad debt reimbursement. Notwithstanding anything to the contrary in the Agreement, the parties agree that Vought Health shall not reimburse Hospital for bad debt and/or any other term in addition to the base rate and the outlier in the event the CMS changes its reimbursement policies regarding such. In the event of any such change, Vought Health's reimbursement will be adjusted to reflect such change without requiring contract amendment.

5. Uncompensated Care

6. Outlier Payments

7. CMS approved New Technology pass through amounts

8. Factor 8 components if approved and paid by CMS

Excluded DRG Reimbursement Components: Notwithstanding anything to the contrary in the Agreement, the parties agree that Vought Health shall not reimburse Hospital for the following Medicare inpatient prospective payment system components:

1. Operating IME