

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	1	Burn Care Unit	N/A	Pediatric Acute Care	1
Medical/Surgical Intensive Care Unit	1	Chemotherapy	1	Pediatric Intensive Care	N/A
Step-down/Transitional Care Unit	1	Gastrointestinal Laboratory	1	Pediatric Oncology	N/A
Other:		Hemodialysis - Inpatient	1	Pediatric Surgery	1
ANCILLARY SERVICES		Hemodialysis - Outpatient	N/A	Other:	
Electrocardiography	1	Hyperbaric Chamber Services	N/A	PERINATAL/DELIVERY SVCS	
Electroencephalography	1	Immunosuppressed (AIDS) Unit	N/A	Labor/Delivery Room Services	1
Electromyography	1	Infusion Therapy	1	Alternative Birthing Center	N/A
Pharmacy Services	1	Nuclear Medicine	1	Newborn Nursery Care	1
Respiratory Therapy	1	Oncology Services	1	Neonatal Intermediate Care II	1
Clinical Laboratory	1	Outpatient Respiratory Therapy Program	1	Neonatal Continuing Care III	1
Clinical Pathology	1	Peripheral Vascular Lab	1	Neonatal Intensive Care IV	1
Autopsy Service	1	Pulmonary Therapy Services	1	Amniocentesis	N/A
Blood Bank	1	Other:		Certified Nurse Midwife Program	N/A
Blood Collection and Processing	1	SURGICAL SERVICES		Extracorporeal Memb. Oxygenation (ECMO)	1
Histocompatibility Laboratory	2	Abortion, Therapeutic	1	Fetal Treatment (In-utero Therapy)	N/A
Microbiologic Services	1	Arthroscopic Surgery	1	In-Vitro Fertilization Program	N/A
Organ Bank	2	Cystoscopy Service	1	Obstetrics, High Risk/Pre-term Labor	1
Other:		Dental Surgery	N/A	Other:	
DIAGNOSTIC/RADIOLOGY SVCS		Gynecologic Surgery	1	BEHAVIORAL HEALTH SVCS	
Computerized Tomography (CT) Scan	1	Laparoscopic Surgery	1	Biofeedback Therapy	N/A
Magnetic Resonance Imaging (MRI)	1	Laser Surgery	1	Chemical Dependency – Adult	N/A
Positive Emission Tomography (PET)	N/A	Lithotripsy	N/A	Chemical Dependency – Adolescent	N/A
Other:		Ophthalmologic Surgery	1	Outpatient – Adult	N/A
RADIATION THERAPY		Orthopedic Surgery	1	Outpatient – Adolescent	N/A
Cobalt Therapy	1	Otolaryngologic Surgery	1	Psych Locked Unit – Adult	N/A
Gamma Knife	1	Plastic Surgery	1	Psych Locked Unit – Adolescent	N/A
Megavoltage Radiation Therapy	N/A	Podiatric Surgery	1	Inpatient Care - Adult	N/A
Radiation Oncology	1	Thoracic Surgery	1	Inpatient Care – Adolescent	N/A
Radium Therapy	N/A	Urologic Surgery	1	Psychopharmacological Therapy	N/A
Therapeutic Radioisotopy	1	Vascular Surgery	1	Recreational Therapy	N/A
Other:		Other:		Residential Care – Adult	N/A
EMERGENCY SERVICES		TRANSPLANT SERVICES		Residential Care – Adolescent	N/A
IV – Standby Emergency Med	1	Bone Marrow Transplant	N/A	Other:	N/A
III – Basic Emergency Med	1	Peripheral Stem Cell Marrow Transplant	N/A	HOME HEALTH SERVICES	
II – Comp Emergency Med	1	Corneal Transplant	N/A	Home Health Aid Services	2
I – Designated Trauma Center	N/A	Heart Transplant	N/A	Home I.V. Therapy Services	2
Urgent Care Center	N/A	Heart/Lung Transplant	N/A	Home Nursing Care	2

Paramedic Base Station	1	Kidney Transplant	NIA	Home Occupational Therapy	2
Helipad	1	Kidney/Pancreas Transplant	1	Home Physical Medicine	2
Radioisotope Decontamination Room	1	Liver Transplant	1	Home Medical Social Worker	2
Other:		Other:		Home Speech Therapy	2
REHAB/LONG-TERM CARE		CARDIOLOGY SERVICES		Other:	
Physical Medicine	1	Coronary Care Unit	1	OTHER SERVICES	
Cognitive Rehabilitation	NIA	Cardiac Catheterization Lab	1	Adult Day Health Care	NIA
Occupational Therapy	1	Percut. Trans. Coronary Angio. (PTCA)	1	Ambulatory Surgery Services	1
Speech Therapy	1	Cardiovascular Surgery	1	Hospice	NIA
Spinal Cord Rehabilitation	NIA	Cardiac Rehabilitation Program	1	Outpatient Clinic Services	NIA
Skilled Nursing Unit	NIA	Diagnostic Radioisotope	1	Other:	
Other:		Electrophysiology (EPS)	1		

** 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

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 Plan'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

	<p>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 VoughtHealth 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.</p> <p>5. Uncompensated Care</p> <p>6. Outlier Payments</p> <p>7. CMS approved New Technology pass through amounts</p> <p>8. Factor 8 components if approved and paid by CMS</p> <p>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:</p> <p>1. Operating IME</p> <p>2. Operating and Capital GME</p> <p>3. Nursing</p>
2) Outpatient/ Emergency Room services	100% of Medicare APC rates, less applicable copayments, coinsurance and Deductibles.

	APC Payments shall be consistent with CMS guidelines effective on the date of service the Outpatient Services are rendered.
	Notwithstanding any other reimbursement or compliance terms specified in this Agreement for all Covered Services rendered to Vought Health Medicare Advantage Members (including but not limited to Members enrolled in Medicare-Medicaid alignment plans or their equivalent), the final payment amount to Hospital as determined under this Agreement shall not be reduced by value based purchasing, sequestration or any other mandatory savings reductions.

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