OMNIBUS HEALTHCARE SERVICES AGREEMENT

DATED AS OF JUNE 1, 2013,

BY AND AMONG

TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH, COMMUNITY CARE COLLABORATIVE

AND

SETON FAMILY OF HOSPITALS

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OMNIBUS HEALTHCARE SERVICES AGREEMENT

This Omnibus Healthcare Services Agreement, dated as of June 1, 2013 ("Agreement"), is by and among the Travis County Healthcare District d/b/a Central Health, a hospital district created under Chapter 281 of the Texas Health and Safety Code ("Central Health"), Community Care Collaborative, a Texas non-profit corporation ("CCC") and Seton Family of Hospitals, a Texas non-profit corporation ("Seton").

WHEREAS, Central Health desires to provide, in accordance with the terms and subject to the conditions set forth in this Agreement, the healthcare services described herein to eligible residents of Travis County, Texas;

WHEREAS, such healthcare services cannot be provided by Central Health using Central Health or CCC staff;

WHEREAS, Seton is engaged in the business of providing such healthcare services; and

WHEREAS, Central Health desires to contract with Seton to provide such healthcare services, and Seton desires to provide such healthcare services, in accordance with the terms and subject to the conditions set forth herein;

WHEREAS, Central Health and Seton intend to engage in discussions, as a result of which it is anticipated that Seton will provide (or arrange for the provision of) such other services hereunder (which other services may include administrative services, information technology services and other healthcare services), as shall be mutually agreed in writing from time to time by Central Health and Seton; and

WHEREAS, this Agreement is intended to incorporate the current levels of healthcare services provided by Seton to eligible residents of Travis County enrolled in the Medical Access Program and Charity Care Program and to establish a process by which changes to such healthcare services are agreed upon in the future;

WHEREAS, Seton Healthcare Family and Central Health are contemporaneously entering into a Master Agreement to facilitate the development of an integrated delivery system ("IDS"), and this Agreement is an essential portion of the IDS;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are hereby acknowledged, Central Health and Seton agree as follows:

ARTICLE I.
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following terms shall have the meanings set forth as follows:

"Access to Care Report" shall have the meaning provided in Section 2.14 of this Agreement.

"Affiliate" means a person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another person. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person, whether through majority membership in a non-profit corporation, appointment of a majority of the board of directors or trustees, or ownership of a majority of the voting securities.

"Amendment Notice" shall have the meaning provided in Section 5.10.3 of this Agreement.

"Ancillary Agreements" shall mean the Master Agreement, New UMCB Lease, and the Teaching Hospital Lease (each as defined in the Master Agreement).

"Applicable Laws" shall mean any law, treaty, statute, ordinance, code, rule or regulation of a Governmental Authority or judgment, decree, order, writ, award, injunction or determination of an arbitrator or court or other Governmental Authority, applicable to a party hereto or to which the assets, business or operations of a party hereto may be subject.

"Attorney General" shall have the meaning provided in Section 5.12 of this Agreement.

"Baseline Charity Enrollees" shall have the meaning provided in Section 4.5 of this Agreement

"Baseline MAP Enrollees" shall have the meaning provided in Section 4.6 of this Agreement

"Baseline Program Period" shall have the meaning provided in Section 4.1(b) of this Agreement.

"Baseline Program Period Amount" shall have the meaning provided in Section 4.1(b) of this Agreement.

"CCC" shall mean the Community Care Collaborative, a Texas nonprofit corporation.

"Central Health Board of Managers" shall mean the Board of Managers of the Travis County Healthcare District d/b/a Central Health.

"Charity Care Patients" shall mean such persons who shall be residents of Travis County, Texas, who shall be either "*financially indigent*" or "*medically indigent*", within the meanings assigned to such terms in the Seton Charity Care Policy, and who shall receive treatment by Seton or a Seton Provider at a Seton-Sponsored Facility pursuant to the provisions of this Agreement.

"Charity Care Program" shall mean the charity care program sponsored by the Seton pursuant to which Seton shall provide (or shall arrange for the provision of) the Charity Care

Healthcare Services to Charity Care Patients in accordance with the provisions of this Agreement, which charity care program shall be administered by Seton in accordance with the terms and subject to the conditions set forth in the Seton Charity Care Policy, a copy of which is attached hereto as **Annex A**.

"Charity Care Healthcare Services" shall mean the following healthcare services, to the extent – and only to the extent – that such services would be included in the scope of covered services under the Texas Medical Assistance Program (sometimes referred to as the Medicaid State Plan for the State of Texas or as "Medicaid"), specifically, Chapter 32 of the Texas Human Resources Code Annotated, and 1 TEX. ADMIN. CODE §§ 354.1072, 354.1073:

(a) inpatient hospital services, as defined in the Social Security Act §1861(b), 42 U.S.C. § 1395x(b);

(b) outpatient hospital services, as defined in the Social Security Act §1861(s)(2)(B), (C), and (D), 42 U.S.C. § 1395x(s)(2)(B), (C), and (D); and

(c) such other healthcare services as Seton and Central Health may mutually agree in writing from time to time.

"Clinical Quality and Patient Satisfaction Addendum" shall have the meaning provided in Section 5.2 of this Agreement.

"Clinical Quality and Patient Satisfaction Report" shall have the meaning provided in Section 2.14(c) of this Agreement.

"Clinical Quality and Patient Satisfaction Standards" shall mean such standards as shall be developed jointly by Seton and the CCC and approved by Central Health for the purpose of measuring: (a) the clinical quality of the Covered Healthcare Services provided by Seton to Covered Beneficiaries pursuant to the terms of this Agreement. and (b) the extent to which Covered Beneficiaries shall be satisfied with the Covered Healthcare Services provided by Seton pursuant to the terms of this Agreement.

"Chosen Courts" shall have the meaning provided in Section 8.13(b) of this Agreement.

"Comptroller General" shall have the meaning provided in Section 8.20(a) of this Agreement.

"Coordination of Benefits" shall mean those provisions by which providers seek to recover costs of an incident of sickness or accident of a Covered Beneficiary from another government payor, insurer, service plan, third-party payor, or other organization that may provide coverage or benefits to a Covered Beneficiary, subject to any limitations imposed by a group contract or medical plan preventing such recovery.

"Co-payment" shall mean that portion of the cost of MAP Healthcare Services retained by Seton that a MAP Enrollee is required to pay under MAP.

"Covered Beneficiaries" shall mean, collectively, the MAP Enrollees and Charity Care Patients.

"Covered Healthcare Services" shall mean, collectively, the MAP Healthcare Services and Charity Care Healthcare Services.

"CPI-Medical Care" shall mean the *Consumer Price Index – Medical Care – for All Urban Consumers for the U.S. City Average, (1982-84=100)*, as published by the Bureau of Labor Statistics, United States Department of Labor.

"Definitive Amendment" shall have the meaning provided in Section 5.10.4 of this Agreement.

"Dispute" shall have the meaning provided in the Master Agreement.

"DSH" shall mean the Disproportionate Share Hospital Program.

"DSH/UC Monies" shall have the meaning set forth in Section 4.2.1.

"Effective Date" shall mean June 1, 2013.

"Eligibility Database" shall have the meaning provided in Section 3.1.2 of this Agreement.

"Ethical and Religious Directives" or "ERDS" shall mean the *Ethical and Religious Directives for Catholic Health Care Services (Fifth Edition)*, in the form issued by the United States Conference of Catholic Bishops on November 17, 2009, as the same may be amended from time to time by the United States Conference of Catholic Bishops and interpreted by the Bishop of the Diocese of Austin.

"Federal Privacy Regulations" shall have the meaning provided in Section 5.7 of this Agreement.

"Federal Security Regulations" shall have the meaning provided in Section 5.7 of this Agreement.

"Fee-Based Contracts" shall have the meaning provided in Section 2.6 of this Agreement.

"Governmental Approvals" means any and all licenses, permits, certificates, authorizations or other forms of approval required from any Governmental Authority.

"Governmental Authority" means any government or political subdivision or department thereof, any governmental or regulatory body, commission, board, bureau, agency or instrumentality, or any court or arbitrator or alternative dispute resolution body, in each case whether federal, state, county, local or foreign, which shall have jurisdiction or authority over the transactions that are the subject of this Agreement.

"HIPAA" shall have the meaning provided in Section 5.7 of this Agreement.

"HITECH" shall have the meaning provided in Section 5.7 of this Agreement.

"Initial Program Period Amount" shall have the meaning set forth in Section 4.1(a).

"Initial Term" shall have the meaning provided in Section 6.1 of this Agreement.

"Lease Agreement" shall mean that certain Lease Agreement, dated as of June 1, 2013, by and between Central Health and Seton.

"Level of Service Report" shall have the meaning provided in Section 2.14(b) of this Agreement.

"Liabilities" shall mean any and all debts, obligations and commitments of whatever nature, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated or due or to become due, and whenever or however arising (including those arising out of any contract or tort, whether based on negligence, strict liability or otherwise) and whether or not the same would be required by generally accepted accounting principles to be reflected as a liability in financial statements or disclosed in the notes thereto, including, without limitation, any and all debts, obligations and commitments arising out of or related to death, personal injury or property damage.

"Long-Term Goals" shall have the meaning provided in Section 5.10 of this Agreement.

"MAP" shall mean Central Health's Medical Access Program, as described in **Annex B** hereto, as the same may be amended from time to time by Central Health, with the prior written consent of Seton. **Annex B** sets forth: (a) the policies governing the eligibility for participation in MAP, which must be satisfied prior to the enrollment of any person in MAP, and the policies governing the continuation of coverage and eligibility thereunder, and (b) the amount of each Co-payment that each MAP Enrollee shall be required to pay in consideration for the MAP Healthcare Services provided thereunder.

"MAP Enrollee" shall mean any person who is enrolled in MAP and who is eligible to receive MAP Healthcare Services from Seton or any Seton Provider under this Agreement as a result of his or her enrollment therein.

"MAP Healthcare Services" shall mean the physician services, inpatient and outpatient hospital, diagnostic and surgical services and procedures, and the other services, procedures and supplies described in **Annex C** hereto, which the parties acknowledge is the level of services that Seton is contractually obligated to provide immediately prior to the Effective Date of this Agreement by Seton to MAP Enrollees ("Current Level of MAP Services").

"MAP Plan Document" shall mean the MAP Handbook, in the form published from time to time by Central Health, which specifies the healthcare services and providers available to MAP Enrollees.

"Master Agreement" shall mean that certain Master Agreement, dated as of June 1, 2013, by and between Central Health and Seton Healthcare Family.

"New Program Period" shall have the meaning provided in Section 5.10.5 of this Agreement.

"New Teaching Hospital" shall have the meaning as identified in the Master Agreement.

"Noncompliance Notice" shall have the meaning provided in Section 5.8.3 of this Agreement.

"Payment Period" shall have the meaning set forth in Section 4.2.

"Performance Standards" shall have the meaning set forth in Section 5.8.1.

"PIA" shall have the meaning provided in Section 5.12 of this Agreement.

"Program Amount" shall have the meaning set forth in Section 4.1(c).

"Program Amount Monies" shall have the meaning set forth in Section 4.2.1.

"Proposed Amendment" shall have the meaning provided in Section 5.10.3 of this Agreement.

"Program Period" shall mean each twelve-month period, which shall commence on October 1 and expire on September 30, occurring during the Term of this Agreement.

"Protected Health Information" shall have the meaning provided in Section 5.7.2 of this Agreement.

"Secretary" shall have the meaning provided in Section 8.20(a) of this Agreement.

"Seton Affiliated Providers" shall mean those Seton Providers that are either facilities owned and operated by Seton (or an Affiliate of Seton) or individuals that are employed by Seton (or an Affiliate of Seton).

"Seton Charity Care Policy" shall mean Seton's Charity Care (Uncompensated Services) Policy, a copy of which is attached hereto as **Annex A**, as such policy may be amended by Seton from time to time. The Seton Charity Care Policy sets forth the eligibility criteria that must be satisfied in order for any person to receive the Charity Care Healthcare Services described herein, and the amount, if any, that each Charity Care Patient shall be required to pay in consideration for the Charity Care Healthcare Services provided hereunder.

"Seton" shall mean Seton Healthcare Family, a Texas non-profit corporation.

"Seton-Sponsored Facility" shall mean any licensed hospital facility, outpatient primary care or specialty care clinic or other healthcare facility located within Travis County, or located within the portions of the City of Austin not located within Travis County, that is: (a) owned or operated by Seton or an Affiliate of Seton; or (b) owned or operated by a Seton Provider, at which such Seton Provider shall have agreed to provide Covered Healthcare Services to the Covered Beneficiaries pursuant to the provisions of this Agreement.

"Seton Providers" shall mean such physicians, physician associations or other healthcare providers (and any associated outpatient primary care or specialty care clinics operated thereby), with which Seton shall have entered into contracts, or with which Seton shall have established other arrangements, in connection with which any such physicians, physician associations or other healthcare providers (or any such associated outpatient primary care or specialty care clinics operated thereby) shall provide Covered Healthcare Services to the Covered Beneficiaries pursuant to the provisions of this Agreement.

"Subsequent Program Period" shall mean each Program Period that shall commence after the expiration of the Baseline Program Period.

"Subsequent Program Period Amount" shall mean the agreed upon value of the Covered Healthcare Services provided by Seton during each Subsequent Program Period as determined pursuant to Section 4.1.

"Teaching Hospital Lease Agreement" shall have the meaning provided in Section 4.8 of the Master Agreement.

"Term" has the meaning provided in Section 6.1 of this Agreement.

"UC" shall mean the Uncompensated Care Program.

"UMCB Lease Agreement" shall have the meaning provided in Section 1 of the Master Agreement.

"Unique Charity Care Patient" shall have the meaning provided in Section 4.5 of this Agreement.

"Unique MAP Enrollee" shall have the meaning provided in Section 4.4 of this Agreement.

"UMCB" shall have the meaning as identified in the Master Agreement.

Section 1.2 Incorporation of Definitions from the Master Agreement. Unless otherwise stated or defined in this Agreement, all defined terms identified in the Master Agreement shall have the same meaning applied in this Agreement. If there is a conflict between a definition in the Master Agreement and a definition in this Agreement, the definition in this Agreement shall prevail.

Section 1.3 Interpretation. In this Agreement, unless the context otherwise requires:

(a) references to the term "this Agreement" are references to this Agreement and to the annexes hereto;

(b) references to the terms "Articles" and "Sections" are references to the articles and sections of this Agreement unless otherwise specifically differentiated;

(c) references to any "party" to this Agreement shall include references to its legal representatives, successors and permitted assigns;

(d) references to the terms "hereof," "herein," "hereby," and any derivative or similar words, are references to this entire Agreement;

(e) references to any particular document (including this Agreement) are references to that document, as amended, modified or supplemented by the parties thereto from time to time; and

(f) the term "including" shall mean "including, without limitation,".

ARTICLE II.
COVENANTS OF SETON

Section 2.1 MAP. In accordance with the terms and subject to the conditions set forth in this Agreement, commencing on the Effective Date and continuing throughout the Term of this Agreement, Seton shall provide (or shall arrange for the provision of) the MAP Healthcare Services to the MAP Enrollees. Seton shall provide MAP Healthcare Services at the Current Level of MAP Services to MAP Enrollees. Access to MAP Healthcare Services shall continue at the current level of MAP Healthcare Services unless a change is agreed upon pursuant to Section 5.5 of the Agreement.

Section 2.2 Charity Care Program. In accordance with the terms and subject to the conditions set forth in this Agreement, commencing on the Effective Date and continuing throughout the Term of this Agreement, Seton shall provide (or shall arrange for the provision of) the Charity Care Healthcare Services to the Charity Care Patients.

Section 2.3 Availability of Services. Seton shall not discriminate against any Covered Beneficiary because of race, color, religion, sex, national origin, disability or sexual orientation.

Section 2.4 Licensure and Certification. Seton agrees that, during the term of this Agreement, it shall maintain all licenses and certifications necessary for Seton to provide the Covered Healthcare Services that shall be provided by Seton hereunder and for Seton to perform its other obligations, as specified herein. Seton further agrees that it shall comply with all Applicable Laws required to perform its obligations hereunder.

Section 2.5 Other Seton Obligations. Seton agrees that each Seton Affiliated Provider shall (i) obtain and maintain all licenses, certificates, and permits necessary for such facility or individual to provide Covered Healthcare Services and (ii) comply with all applicable laws, regulations, certifications, and accreditation standards in the providing of Covered Healthcare Services.

Section 2.6 Fee-Based Contracts. Upon execution of this Agreement, Seton shall enter into the following contracts with the CCC for the provision of services as contemplated thereby ("Fee Based Contracts"):

(a) Agreement for Insure-A-Kid Support Services by and between the Community Care Collaborative and Seton Family of Hospitals;

(b) Agreement for Internal Medicine Services among Community Care Collaborative, Seton/UT Southwestern University Physicians Group, Inc. d/b/a Austin Medical Education Program, and Seton Family of Hospitals;

(c) Agreement for Family Medicine Services by and between Community Care Collaborative and Seton/UT Southwestern University Physicians Group d/b/a Austin Medical Education Program;

(d) Agreement for Specialty Care Services between the Community Care Collaborative and Seton Family of Hospitals; and

(e) Collaboration Agreement for Mammography Equipment by and between Community Care Collaborative and Seton Family of Hospitals.

Section 2.7 Records Maintenance and Access. Seton will maintain medical and billing records of Covered Beneficiaries in accordance with all Applicable Laws, including all Applicable Laws governing confidentiality of patient records. Seton will provide to Central Health and CCC access to medical and billing records in accordance with Applicable Laws and as may be needed to assure the utilization and quality of care and claims auditing rendered to such Covered Beneficiaries.

Section 2.8 Insurance.

2.8.1 General Requirements.

(a) Seton shall, at a minimum, carry insurance or self-insurance in the types and amounts indicated below during the Term of this Agreement.

(b) Seton shall forward certificates of insurance with the endorsements required below, or proof of self-funded liability coverage, as the case may be, to Central Health as verification of coverage within 14 calendar days after the Effective Date, unless otherwise specified in writing by Central Health. Seton shall provide new certificates or proof within 30 business days of any renewal of this Agreement.

(c) Seton shall not commence work until the required insurance is obtained and has been reviewed by Central Health. Nothing in this Agreement is intended to and shall not relieve or decrease the liability of Seton hereunder and shall not be construed to be a limitation of liability on the part of Seton.

(d) Seton's insurance coverage shall be provided through a funded self-insurance program or written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with an A.M. Best financial performance rating of at least B+ and a financial size category of at least VIII.

(e) If insurance policies are written for less than the amounts specified below, Seton shall carry umbrella or excess liability insurance for any differences between the amounts specified and the actual coverage amounts. If excess liability insurance is provided, it shall follow the form of the primary coverage.

(f) Seton shall not cause any insurance required by this Agreement to be canceled nor permit any insurance to lapse during the Term of this Agreement.

(g) Seton shall be responsible for premiums, deductibles, and self-insured retentions, if any, stated in the policies.

(h) Should any of the described policies be cancelled before the expiration date hereof, notice will be delivered in accordance with the policy provisions.

2.8.2 Specific Requirements.

2.8.2.1 Commercial General Liability Insurance or Program of Self Insurance. Bodily injury and property damage coverage, with a minimum limit of $1,000,000 and minimum general aggregate limit of $3,000,000 per occurrence covering Seton for claims, lawsuits or damages arising out of its performance under this Agreement, and any negligent or otherwise wrongful acts or omissions by Seton or any officer, director, employee, contractor or agent of Seton, with Central Health listed as an additional insured as its interest may appear. The policy shall contain blanket contractual liability coverage for liability assumed under this Agreement.

2.8.2.2 Professional Liability. Seton shall provide professional liability coverage at a minimum limit of $1,000,000 per occurrence and $3,000,000 annual aggregate coverage to pay on behalf of the assured all sums that the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincide with the Effective Date of this Agreement, and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the expiration (or earlier termination) of this Agreement.

2.8.2.3 Worker's Compensation Insurance. Worker's Compensation insurance or any alternative plan or coverage as permitted or required by applicable law.

Section 2.9 Quality of Services; Compliance with Applicable Laws. All Covered Healthcare Services provided by Seton pursuant to the provisions of this Agreement shall be provided in a competent, efficient and professional manner, and shall be provided in full compliance with all Applicable Laws. In addition, Seton shall provide all such Covered Healthcare Services in accordance with the current and approved standards, practices and

guidelines promulgated by The Joint Commission and all other applicable accrediting bodies, as well as in compliance with all applicable Seton policies, procedures, and protocols.

Section 2.10 Ethical and Religious Directives.

(a) Central Health acknowledges that Seton is subject to the official teachings of the Roman Catholic Church and the Ethical and Religious Directives. Any provision contained in this Agreement to the contrary notwithstanding, in no event shall Seton be required to engage in any conduct, or provide or perform any procedures, in connection with its obligations under this Agreement, in violation of the Ethical and Religious Directives.

(b) In the event that, during the Term of this Agreement, Seton shall be asked to engage in any conduct, or provide or perform any procedures in connection with its obligations under this Agreement or any of the Fee-Based Contracts, the conduct of which or the provision or performance of which shall be determined by Seton, in the exercise of its absolute discretion, to be in violation of the Ethical and Religious Directives, Seton may refuse to engage in any such conduct, or provide or perform any such procedures. Seton will not approve, condone, recommend or interfere with any such procedures being provided or performed by Central Health or CCC, or provided or performed by one or more other healthcare providers selected by Central Health or CCC for such purpose.

Section 2.11 Additional Provisions Relating to MAP.

(a) Seton acknowledges that MAP is a component of Central Health's commitment to provide access to healthcare for all of the residents of Travis County. The objective of MAP includes reducing the cost of healthcare services for the residents of Travis County who would otherwise receive free or subsidized care under the Charity Care Program.

(b) During the Term of this Agreement, Seton shall provide (or arrange for the provision of) the MAP Healthcare Services on a nondiscriminatory basis to the MAP Enrollees.

(c) Except in instances in which emergency treatment shall be required by a MAP Enrollee, the MAP Healthcare Services shall be provided to the MAP Enrollees by Seton or one or more of the Seton Providers at any Seton-Sponsored Facility as shall be designated from time to time by Seton, after giving due consideration to the standards specified in Section 5.8 of this Agreement.

(d) In providing the MAP Healthcare Services pursuant to the provisions of this Agreement, Seton may establish such pre-certification or other prior authorization policies and procedures as shall be necessary to qualify persons to receive such services under MAP; provided, however, that such policies and procedures shall not conflict with the eligibility or other requirements of MAP Program set forth or described in **Annex B** hereto. Nothing in this Agreement shall restrict Seton's ability to establish such medically necessary

hospital admissions policies and procedures as Seton, in the exercise of its reasonable discretion, shall deem to be appropriate in connection with the provision of the MAP Healthcare Services described herein.

Section 2.12 Additional Provisions Relating to the Charity Care Program.

(a) During the Term of the Agreement, Seton will provide (or shall arrange for the provision of) the Charity Care Healthcare Services on a non-discriminatory basis to all residents of Travis County, without regard to their ability to pay.

(b) Except in instances in which emergency treatment shall be required by a Charity Care Patient, the Charity Care Healthcare Services shall be provided to the Charity Care Patients by Seton or one or more of the Seton Providers at any Seton-Sponsored Facility as shall be designated from time to time by Seton, after giving due consideration to the standards specified in Section 5.5 of this Agreement.

(c) In providing the Charity Care Healthcare Services pursuant to the provisions of this Agreement, Seton may establish such pre-certification or other prior authorization policies and procedures as shall be necessary to qualify persons to receive such services under the Charity Care Program; provided, however, that such policies and procedures shall not conflict with the eligibility or other requirements of the Charity Care Program set forth or described in **Annex A** hereto. Nothing in this Agreement shall restrict Seton's ability to establish such medically necessary admissions policies and procedures as Seton, in the exercise of its reasonable discretion, shall deem to be appropriate in connection with the provision of the Charity Care Healthcare Services described herein.

Section 2.13 Payment of Taxes. Seton acknowledges and agrees that no federal, state, or local income taxes, nor payroll taxes of any kind, will be withheld or paid by Central Health on behalf of Seton or its employees in connection with this Agreement. Neither Seton nor its employees will be treated as Central Health employees with respect to the services performed by Seton under the terms and conditions of this Agreement for federal, state and local income tax purposes. Seton accepts responsibility for the compensation of its employees, withholding and payment of taxes, and for purchasing any liability, disability, or health insurance coverage deemed necessary by Seton. Seton understands that it is responsible for paying, according to the law, its federal, state and local income taxes.

Section 2.14 Reports. Seton agrees to provide the following periodic reports to Central Health:

(a) a report ("Access to Care Report") that shall set forth, for the period covered thereby, the number of Covered Beneficiaries that shall have been treated by Seton pursuant to the terms of this Agreement, the number and type of written complaints, if any, that shall have been received by Seton from Covered Beneficiaries regarding access to the Covered Healthcare Services provided by

Seton at the Seton-Sponsored Facilities, and a description of any written comments that Seton shall have received from the public with regard to the delivery of the Covered Healthcare Services described herein;

(b) a report ("Level of Services Report") that shall set forth, for the period covered thereby, the level of Covered Healthcare Services that shall have been provided to Covered Beneficiaries by Seton in satisfaction of its obligation to provide the Covered Healthcare Services; and

(c) a report ("Clinical Quality and Patient Satisfaction Report") that shall describe, for the period covered thereby, the extent to which Seton shall have achieved (or shall have failed to achieve) the Clinical Quality and Patient Satisfaction Standards.

The foregoing reports shall be submitted by Seton to Central Health is such form, in such detail and at such times as shall be mutually agreed in writing by Central Health and Seton.

ARTICLE III.
COVENANTS OF CENTRAL HEALTH

Section 3.1 Eligibility.

3.1.1 Eligibility Determination. Central Health, CCC and Seton shall jointly agree on the procedures pursuant to which each person who shall apply to receive the MAP Healthcare Services described herein shall be screened for eligibility and pursuant to which a final determination of each such person's eligibility therefor shall be made.

3.1.2 Eligibility Database. Throughout the Term of this Agreement, Central Health shall maintain, or cause to be maintained), and shall grant Seton and each of the Seton Providers uninterrupted access to, an on-line eligibility database ("Eligibility Database"), on which the name and other pertinent identifying information of each MAP Enrollee shall be set forth, in order that Seton and each Seton Provider may verify, at any time or from time to time, the then-current enrollment in MAP, as the case may be, of any person who may request the MAP Healthcare Services described herein.

3.1.3 Enrollee Reports. Throughout the Term of this Agreement, the CCC shall provide (or cause to be provided), to Seton, on a monthly basis, or in accordance with such other periodic or recurring schedules as Seton may reasonably request, an electronic report that shall reflect, as of the close of business on the date of such report the name and enrollment/identification number of each MAP Enrollee who shall be entitled to receive the MAP Healthcare Services described herein.

Section 3.2 Orientation/In-services. Central Health may provide or arrange for the provision of orientation and educational materials to MAP Enrollees to encourage appropriate and efficient utilization of benefits. Central Health may also provide or arrange to have provided in-service sessions for selected Seton personnel regarding MAP at times convenient to both parties.

Section 3.3 Distribution of Tobacco Settlement Proceeds. As soon as practicable, and no later than March 20 of each year during the Term hereof, Seton shall provide to the District information summarizing, evidencing, and supporting the unreimbursed cost of charity care, representing the expenditures encompassed by Section 5.B(4) of the Agreement Regarding Disposition of Settlement Proceeds entered in Cause No. 5-96CV-91 in the United States District Court for the Eastern District of Texas, Texarkana Division, dated July 18, 1998 (the "Tobacco Settlement"), provided by Seton for the previous calendar year. The District will include that information in its annual expenditure statement as required by Title 25, Part One, Section 102.3 of the Texas Administrative Code, or in any successor claim form (the "Tobacco Claim") unless the District, in good faith, determines that the information submitted by Seton is misleading, inaccurate, or incomplete. The District will, within thirty (30) days of receipt of any funds delivered by the Comptroller pursuant to the Tobacco Agreement, remit to Seton a pro rata amount of such funds, the amount of which will be based on the percentage that Seton's unreimbursed cost of charity care comprised of the District's total submitted Tobacco Claim.

ARTICLE IV.
AGREED VALUE FOR SERVICES

Section 4.1 Agreed Value for Covered Healthcare Services. In consideration of the Covered Healthcare Services provided by Seton in accordance with the terms of this Agreement:

(a) The parties agree that the agreed value to be received by Seton in exchange for Seton providing the Covered Healthcare Services from the Effective Date through September 30, 2013 ("Initial Program Period Amount") will be determined no later than November 30, 2013 by the mutual agreement of Seton and Central Health, each acting reasonably and in good faith and each agreeing to make the determination based on (and consistent with) the Baseline Program Period Amount (as defined below) and the methodology used to determine such Baseline Program Period Amount.

(b) The parties further agree that the agreed value to be received by Seton in exchange for Seton providing the Covered Healthcare Services during the Program Period that shall commence on October 1, 2013 and expire on September 30, 2014 ("Baseline Program Period") shall be $73,600,000 ("Baseline Program Period Amount"). The Baseline Program Period Amount shall continue in force and effect for each Subsequent Program Period unless and until modified pursuant to (c) below.

(c) With regard to each Subsequent Program Period that shall commence after the expiration of the Baseline Program Period, in exchange for the Covered Healthcare Services provided by Seton during each such Subsequent Program Period, the value to be received by Seton shall be (i) such Subsequent Program Period Amount as shall be set forth in the Definitive Amendment, if any, that shall have been executed and delivered by the parties hereto with regard to such Subsequent Program Period, in accordance with the provisions of Section 5.10.4, below; or (ii) in the event that no such Definitive Amendment shall have been executed and delivered by the parties hereto with regard to such Subsequent

Program Period, such Subsequent Program Period Amount as shall be determined in accordance with the provisions of Section 5.10.5, below.

(The terms "Initial Program Period Amount," "Baseline Program Period Amount," and "Subsequent Program Period Amount" are collectively referred to as the "Program Amounts" and from time to time individually referred to as the "Program Amount.")

Section 4.2 Terms of Payment. Seton shall receive from the CCC (subject to Section 4.2.1) during each Program Period or within a year of the expiration of such Program Period (this two-year period shall be referred to as the "Payment Period") monies ("Program Amount Monies") equal to the applicable Program Amount due for that Program Period. If at the end of any Payment Period, Seton has not received such Program Amount Monies in full equal to such applicable Program Amount, Seton may in its sole and exclusive discretion, in addition to its other rights and remedies under this Agreement, either exercise the offset rights set forth in Article VII or defer receipt of payment to the next Payment Period.

4.2.1 Program Amount Monies. The parties acknowledge and agree that (i) Seton (or one or more Affiliates of Seton) may from time to time receive monies relating to the Disproportionate Share Hospital Program ("DSH") and/or the Uncompensated Care Program ("UC") relating to Travis County (collectively referred to as "DSH/UC Monies"), (ii) Seton shall apply the DSH/UC Monies to (and deduct such DSH/UC Monies from) the Program Amount Monies, (iii) Seton's right to receive Program Amount Monies from the CCC during any Payment Period shall be reduced by the amount of DSH/UC Monies received by Seton (or an Affiliate of Seton) during the same Payment Period, and (iv) monies relating to DSRIP Projects (as defined in the Master Agreement) will not be considered (or counted as) DSH/UC Monies.

Section 4.3 Annual Certification. Upon request of Central Health, Seton will certify annually following expiration of the Program Period, whether it received from the CCC for the immediately prior Program Period an amount of money equal to the Program Amount then in effect. Any disagreement or dispute between the parties regarding this annual certification, including but not limited to a dispute as to whether Seton in fact received or should have received an adequate amount money to equal the Program Amount then in effect and/or whether Seton's certification is correct, shall be deemed to be a Dispute (as defined in the Master Agreement) and shall be subject to the alternative dispute resolution set forth in Section 7 of the Master Agreement. In addition, Central Health shall annually attest in a separate certification to Seton whether to the best of its knowledge Seton (and as applicable an Affiliate of Seton) is in compliance in all material respects with this Agreement and all Ancillary Agreements.

Section 4.4 Limited Number of MAP Enrollees. Unless otherwise agreed to pursuant to Section 5.4, Seton shall provide MAP Healthcare Services to an annual average of no more than 25,000 Unique MAP Enrollees ("Baseline MAP Enrollees"). A "Unique MAP Enrollee" shall mean, with regard to any calendar month occurring during the Term of this Agreement, each person who was, at any time during the month, a MAP Enrollee.

Section 4.5 Charity Care Patients. Unless otherwise agreed to pursuant to a Definitive Amendment, Seton shall provide Charity Care Healthcare Services an annual average of no more

than 28,000 Unique Charity Care Patients ("Baseline Charity Enrollees"). A "Unique Charity Care Patient" shall mean, with regard to any calendar month occurring during the Term of this Agreement, each person who shall have been provided, at any time during any such calendar month, the Charity Care Healthcare Services described herein by Seton or a Seton Provider.

Section 4.6 Baseline MAP Enrollees. The CCC Board will monthly review and consider the then current number of Unique MAP Enrollees. If the total number of Unique MAP Enrollees then in existence exceeds the number of Baseline MAP Enrollees, Central Health, the CCC, and Seton will immediately (individually, jointly, and collectively as appropriate) take all actions reasonably necessary to reduce as soon as reasonably possible the number of Unique MAP Enrollees to a number that is equal to or less than the number of Baseline MAP Enrollees or, in the alternative, by mutual agreement, to increase the number of Baseline MAP Enrollees, adjust and increase the Program Amount to Seton, modify the benefit plan, and/or take other actions. Such reduction-related actions shall include but are not limited to (i) modifying or reducing the eligibility criteria and standards set forth in Annex B, (ii) imposing modifications and limits on enrollment standards and determinations, and/or (iii) causing each of its employees, agents, and representatives to take all such actions on behalf of such party that are reasonably necessary to carry out and implement the reduction efforts contemplated by this Section 4.6. Further, the parties acknowledge and agree that Seton is not obligated under this Agreement to provide Covered Healthcare Services to any Unique MAP Enrollee in excess of the number of Baseline MAP Enrollees or to any Unique Charity Care Enrollee in excess of the number of Baseline Charity Care Enrollees.

Section 4.7 Program Amount Increase. Commencing on the earlier of October 1, 2019 or October 1 of the Seton Fiscal Year in which Seton is not able to retain the full amount of Transition Funds as contemplated in the Master Agreement, and annually thereafter, the Program Amount then in effect shall be increased for the next Program Period by multiplying that Program Amount number by a fraction (which in no event shall be less than 1/1), the numerator of which shall be the CPI-Medical Care, as published in September of the calendar year in which such new Program Period begins, and the denominator of which shall be the CPI-Medical Care, as published in September of the calendar year immediately preceding. For example, in calculating the increase in the Program Amount, if any, that shall be received by Seton for the new Program Period that shall commence on October 1, 2019 and expire on September 30, 2020, the numerator shall be the CPI-Medical Care, as published for the month of September 2019, and the denominator shall be the CPI-Medical Care, as published for the month of September 2018.

ARTICLE V.
MUTUAL COVENANTS OF CENTRAL HEALTH AND SETON

Section 5.1 Intentionally Left Blank.

Section 5.2 Clinical Quality and Patient Satisfaction Addendum. Upon the written request of Central Health or CCC, the parties hereto agree to engage through their representatives on the CCC Board as described below, in reasonable negotiations, conducted in good faith, with the view to adopting a mutually agreeable written addendum ("Clinical Quality and Patient Satisfaction Addendum") to this Agreement, which shall set forth: (a) the Clinical Quality and Patient Satisfaction Standards; (b) the indicators (including the criteria and the

methodology for the development of such indicators) on which such Clinical Quality and Patient Satisfaction Standards shall be based; and (c) the methodology (which may include the identification and application of measurable clinical quality metrics, based on recognized clinical quality studies or guidelines, and the conduct of patient satisfaction surveys and the establishment of appropriate patient satisfaction baselines) by which the achievement of the Clinical Quality and Patient Satisfaction Standards shall be evaluated. The parties acknowledge and agree that the adoption of this Clinical Quality and Patient Satisfaction Addendum shall be made on behalf of the parties by the CCC Board and shall be considered a Material Decision (as defined in the Master Agreement) of the Board

Section 5.3 Financial Responsibility of Covered Beneficiaries. Subject to the provisions of Section 5.8, below, and except for the amounts, if any, that Charity Care Patients shall be required to pay for the Charity Care Healthcare Services described herein, as described in **Annex A** hereto, and the Co-payments described in **Annex B** hereto, Seton hereby agrees that in no event shall Seton or any Seton Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Beneficiary for any Covered Healthcare Services provided by Seton or any Seton Provider pursuant to this Agreement. Seton further agrees that this provision shall survive the termination of the Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Covered Beneficiaries.

Section 5.4 Denial of Coverage Due to False Information. If Central Health or CCC, as applicable, determines that any MAP Enrollee was given any MAP Healthcare Services as a result of false or incorrect information, Central Health will deny coverage effective as of the date such determination is made and shall provide Seton immediate written notification of any such determination.

Section 5.5 Amendment or Modification of MAP or the Charity Care Program. Central Health and Seton acknowledge and agree that the intent of this Agreement is to memorialize the current contractual arrangement between the parties regarding the scope, availability and current value of Covered Healthcare Services currently provided by Seton to Covered Beneficiaries. The parties agree that any changes to this Agreement shall be made in accordance with the provisions in the Master Agreement and as specified in Section 5.10.3 of this Agreement.

Section 5.6 Delivery of Covered Healthcare Services. Central Health and Seton agree that:

(a) Seton may deliver or cause the delivery of the Covered Healthcare Services described herein either directly or indirectly, through the use of one or more of the Seton Providers; and

(b) except in instances in which emergency treatment shall be required by a MAP Enrollee or a Charity Care Patient, Seton may deliver or cause the delivery of the Covered Healthcare Services described herein at any Seton-Sponsored Facility as Seton may deem to be appropriate from time to time, in order to best serve the interests of each of the Covered Beneficiaries who shall

receive such Covered Healthcare Services, after considering community needs and the prevailing standards of medical care, including developments in medical technology.

Section 5.7 HIPAA and HITECH Compliance.

5.7.1 Federal Privacy Laws and Regulations. Central Health and Seton agree to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act, as amended ("HITECH"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 160, 162, and 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 C.F.R. Part 164 (the "Federal Security Regulations").

5.7.2 Protected Health Information. The parties agree not to use or further disclose any protected health information, as defined in 45 C.F.R. § 164.501, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA and HITECH or regulations promulgated under HIPAA and HITECH, including, without limitation, the Federal Privacy Regulations and the Federal Security Regulations. The parties hereto will implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement.

5.7.3 Reporting of Violations. Central Health and Seton agree to promptly report to the other parties hereto any use or disclosure of a patient's Protected Health Information not provided for by this Agreement or in violation of HIPAA, HITECH, the Federal Privacy Regulations, or the Federal Security Regulations, of which the reporting party becomes aware. In the event any party hereto contracts with any agents to whom the party provides a patient's Protected Health Information, the party shall include provisions in such agreements whereby the party and agent agree to the same restrictions and conditions that apply to the party with respect to such patient's Protected Health Information.

5.7.4 Internal Books and Records. The parties hereto will make their respective internal practices, books, and records relating to the use and disclosure of a patient's Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA and HITECH. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by any of the parties hereto by virtue of this Section.

Section 5.8 Public Accountability.

5.8.1 Performance Standards. The Central Health Board of Managers shall be entitled to monitor, on behalf of the residents of Travis County, the performance of Seton

under this Agreement, by reference to the following performance standards (collectively, the "Performance Standards"):

5.8.1.1 Access to Care. The access to the Covered Healthcare Services that shall be provided by Seton to Covered Beneficiaries pursuant to the terms of this Agreement shall be evaluated from time to time by the Central Health Board of Managers, based on its review of the Access to Care Reports submitted by Seton to Central Health pursuant to the provisions of Section 2.14(a), above;

5.8.1.2 Level of Services. The level of the Covered Healthcare Services that shall be provided by Seton to Covered Beneficiaries pursuant to the terms of this Agreement shall be evaluated from time to time by the Central Health Board of Managers, based on its review of the Level of Services Reports submitted by Seton to Central Health pursuant to the provisions of Section 2.17(b), above; and

5.8.1.3 Clinical Quality and Patient Satisfaction. The extent to which Seton shall have achieved (or shall have failed to achieve) the Clinical Quality and Patient Satisfaction Standards established from time to time by Seton, the CCC, and Central Health shall be evaluated from time to time by the Central Health Board of Managers, based on its review of the Clinical Quality and Patients Satisfaction Reports submitted by Seton to Central Health pursuant to the provisions of Section 2.17(c), above.

5.8.2 Compliance with Performance Standards. In determining whether Seton shall have satisfied the Performance Standards, the Central Health Board of Managers shall apply the following criteria:

5.8.2.1 Access to Care. Seton shall be deemed to have satisfied the foregoing Performance Standards relative to access to care, unless: (a) the information set forth in the Access to Care Reports shall reflect that Seton's average initial response time to patient complaints from Charity Care Patients regarding access to care at Seton-Sponsored Facilities is longer than two weeks following the date of receipt of any such complaint; (b) Seton does not accept for admission, treat, or refer all Charity Care Patients in a similar manner without regard to ability to pay; or (c) subject to Section 4, Seton does not continue to treat monthly at Seton-Sponsored Facilities at least the average monthly number (or such other statistical measure of patient volume on which the parties hereto may mutually agree) of MAP Enrollees and Charity Care Patients as required by the Baseline MAP Enrollees or Baseline Charity Enrollees, or other numbers as have been agreed upon in a Definitive Amendment.

5.8.2.2 Level of Services. Seton shall be deemed to have satisfied the foregoing Performance Standards relative to level of services, unless Seton shall have significantly and materially limited on a long-term basis or ceased to provide one or more of the Covered Healthcare Services, without obtaining a Definitive Amendment. In considering whether to grant or withhold any such approval, the

Central Health Board of Managers shall consider economic factors, as well as the convenience of the public.

5.8.2.3 Clinical Quality and Patient Satisfaction. Seton shall be deemed to have satisfied the foregoing Performance Standards relative to clinical quality and patient satisfaction, unless the Clinical Quality and Patient Satisfaction Reports shall reflect a recurring and material and adverse significant deviation from the Clinical Quality and Patient Satisfaction Standards.

5.8.3 Authority of Board of Managers.

(a) In the event that the Central Health Board of Managers shall reasonably determine that Seton shall have failed to comply, in any material respect, with any of the Performance Standards, Central Health shall provide Seton a written notice ("Noncompliance Notice") thereof. Any such Noncompliance Notice shall identify the particular Performance Standard with which Seton shall have failed to comply and shall set forth a recommended plan of action designed to cure any such noncompliance by Seton.

(b) Seton shall have sixty (60) days from the receipt of any such Noncompliance Notice to either adopt such recommended plan of action or present an alternative plan of action designed to cure such noncompliance.

(c) In the event the Central Health Board of Managers and Seton shall not be able to agree on any plan of action that shall be designed to cure any such noncompliance, such disagreement shall be deemed to be a Dispute for the purposes of this Agreement and shall be subject to the alternative dispute resolution provisions set forth in Section 7 of the Master Agreement.

(d) In the event such Dispute cannot be remedied, Central Health may pursue all remedies provided in this Agreement for breach of the Agreement.

Section 5.9 Subrogation/Lien/Assignment/Reimbursement. Central Health and Seton agree that MAP, and the Charity Care Program, and the Covered Healthcare Services provided to the MAP Enrollees and the Charity Care Patients hereunder and thereunder, shall be administered consistent with the provisions set forth in this Section 5.9.

In the event that Seton shall pay for or provide any Covered Healthcare Services with regard to any illness or injury that shall be suffered by a Covered Beneficiary, which illness or injury shall be caused by any other person or entity, Seton shall be subrogated to all rights of recovery of any such Covered Beneficiary to the extent of any such Covered Healthcare Services or the reasonable value of any such Covered Healthcare Services. Upon receiving any such Covered Healthcare Services from Seton, a Covered Beneficiary shall be deemed to have assigned his or her rights of recovery from any source to Seton, to the extent of the reasonable value of any such Covered Healthcare Services provided. By providing any such Covered Healthcare Services to a Covered Beneficiary, Seton acquires the right to be reimbursed for the reasonable value of any such Covered Healthcare Services provided.

Each Covered Beneficiary shall be required to cooperate with Seton and its authorized representatives and provide to Seton and its authorized representatives the name of each individual or entity against whom the Covered Beneficiary may have a claim, as well as the facts associated with any such claim. By accepting any such Covered Healthcare Services, each Covered Beneficiary shall be deemed to have authorized Seton and its authorized representatives to obtain and share such medical information regarding the Covered Beneficiary as shall be necessary for Seton and its authorized representatives to investigate, pursue, sue, compromise and/or settle any such claim.

Seton shall not be responsible for any expenses, fees, costs or other moneys incurred by an attorney for a Covered Beneficiary. Seton shall have the right to be repaid 100% first from any settlement, judgment, remuneration, insurance proceeds or other source of funds that a Covered Beneficiary may receive as a result of any such claim. By accepting any such Covered Healthcare Services, each Covered Beneficiary shall be deemed to have agreed that his or her legal representatives, heirs, successors and assigns, and his or her estate, shall be bound by the provisions of this Section 5.9.

The parties agree that the provisions of this Section 5.9 shall be set forth in the MAP Plan Document.

Section 5.10 Long-Term Goals; Annual Evaluations; Etc.

5.10.1 Long-Term Goals. The parties hereto agree that, over the Term of this Agreement, as resources permit, the parties shall attempt:

(a) to expand the inpatient and outpatient behavioral health services that shall be afforded to the safety net population of Travis County;

(b) to develop, operate and expand multi-specialty facilities and provide additional associated physician capacity for such safety net population;

(c) to expand programs that seek to ensure that comprehensive health care services are provided to women in Travis County;

(d) to develop communication and other information systems to promote patient navigation, provider coordination, data analytics, and related services to support risk-based provider compensation, accountable care and population health management concepts and tracking of quality and efficiency metrics;

(e) to support medical education and research that increases access and quality of healthcare for such safety net population;

(f) to expand the MAP Healthcare Services provided hereunder, so that such MAP Healthcare Services shall be provided to a wider range of persons within such safety net population, including the chronically ill;

(g) to create more collaborative and coordinated operations among the various Federally Qualified Health Centers providing healthcare services in Travis County, in order to increase primary and urgent care access and provide medical homes for such safety set population; and

(h) to increase the dental services that shall be afforded to such safety net population (collectively, the "Long Term Goals").

5.10.2 Annual Evaluations. Beginning as soon as reasonably practicable, but no later than July 1, 2014, with regard to the Subsequent Program Period that shall commence on October 1, 2014 and expire on September 30, 2015, and continuing no later than 90 days prior to the commencement of each Subsequent Program Period occurring thereafter, the designated representatives of each of the parties hereto shall meet and confer jointly for the purpose of evaluating:

(a) the terms and conditions of MAP, including, without limitation, the eligibility criteria that must be satisfied prior to the enrollment in MAP and the criteria for the continuation of coverage and eligibility thereunder, the amount of each Co-payment that each MAP Enrollee shall be required to pay in consideration of the MAP Healthcare Services provided thereunder, and any limitation that shall apply to the maximum number of MAP Enrollees that shall be allowed to enroll in MAP;

(b) the terms and conditions of the Charity Care Program, including, without limitation, the eligibility criteria that must be satisfied in order for any person to receive the healthcare services described thereunder and the criteria for the continuation of coverage and eligibility thereunder, and the amount, if any, that each Charity Care Patient shall be required to pay in consideration of the Charity Care Healthcare Services provided thereunder;

(c) the composition and scope of the MAP Healthcare Services that shall be provided to the MAP Enrollees by Seton pursuant to the provisions hereof;

(d) the composition and scope of the Charity Healthcare Services that shall be provided to the Charity Care Patients by Seton pursuant to the provisions hereof;

(e) the delivery system through which the Covered Healthcare Services described herein shall be provided to the MAP Enrollees and the Charity Care Patients;

(f) the valuation of any changes to the Covered Healthcare services described in this Agreement;

with the view to identifying such amendments to the provisions of this Agreement as may be necessary or appropriate for the purpose of achieving one or more of such Long Term Goals over the course of such Subsequent Program Period.

5.10.3 Amendment Notice; Proposed Amendment. Following the conclusion of each such annual evaluation, but in no event later than 30 days prior to the commencement of such Subsequent Program Period, any party hereto may submit, by written notice ("Amendment Notice") delivered to the other parties hereto, a proposed amendment ("Proposed Amendment") to this Agreement, which shall be designed to achieve one or more of such Long Term Goals over the course of such Subsequent Program Period, and which shall set forth, with regard to such Subsequent Program Period, such party's initial proposal as to the agreed value of the Covered Healthcare Services for the Subsequent Program Period.

5.10.4 Definitive Amendment. Upon receipt of any such Proposed Amendment, the parties hereto shall engage in reasonable negotiations, conducted in good faith, with the view to executing and delivering, prior to the commencement of such Subsequent Program Period, an amendment ("Definitive Amendment") to this Agreement with regard to such Subsequent Program Period, which: (a) shall evidence the provisions of any such Proposed Amendment, with such modifications, if any, thereto as shall be mutually acceptable to the parties; (b) shall specify, with regard to such Subsequent Program Period, the Subsequent Program Period Amount of agreed value and (c) shall take effect on the commencement of such Subsequent Program Period.

5.10.5 Absent Any Such Definitive Amendment. Until such time as each of the parties hereto shall execute and deliver any such Definitive Amendment with regard to such Subsequent Program Period, the terms and conditions of this Agreement shall remain in full force and effect; provided, however, that, absent any such Definitive Amendment:

(a) the Subsequent Program Period Amount for the Subsequent Program Period that shall commence on October 1, 2014 and expire on September 30, 2015 shall equal the Baseline Program Period Amount; and

(b) the Subsequent Program Period Amount relating to each Subsequent Program Period that shall commence on or after October 1, 2015 (each such Subsequent Program Period, a "New Program Period") [shall be equal to] at the Subsequent Program Period Amount for the Subsequent Program Period immediately preceding such New Program Period. [Open]

Section 5.11 Compliance with Federal, State, and Local Laws. In performing its duties and obligations under this Agreement, each party hereto shall comply with the Constitutions of the United States and the State of Texas and with all Applicable Laws, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans With Disabilities Act of 1990, as amended, HIPAA and HITECH. No party hereto shall discriminate against any employee, applicant for employment, or any Covered Beneficiary based on race, religion, color, gender, national origin, age, sexual orientation or handicapped condition. In performing its duties and obligations under this Agreement, each party hereto will comply with all applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U. S.

Department of Health and Human Services, the Texas Department of State Health Services, or any other federal or state regulatory agency.

Section 5.12 Public Information Act.

(a) The parties acknowledge that Central Health is subject to the provisions of the Texas Public Information Act, as amended ("PIA"). Central Health shall notify Seton of the receipt of a request for information under the PIA relating to Seton within one business day of Central Health's receipt of such request. Seton authorizes Central Health to submit any information provided under this Agreement or otherwise requested to be disclosed, including information that Seton has labeled as confidential or proprietary, to the Open Records Division of the Office of the Attorney General of Texas ("Attorney General") for a determination as to whether any such information is excepted from public disclosure under the PIA. Central Health shall have no obligation or duty to advocate the confidentiality of Seton's material to the Attorney General or to any other person or entity, but Central Health agrees to cooperate with Seton's reasonable requests to submit disputed information to the Attorney General on a timely basis as required by the PIA. It is Seton's responsibility and obligation to make any legal argument to the Attorney General or court of competent jurisdiction regarding the exception of the information in question from disclosure. Seton waives any claim against and releases from liability Central Health, its officers, board members, employees, agents, and attorneys with respect to disclosure of information determined by the Attorney General or a court of competent jurisdiction to be subject to disclosure under the PIA. This section shall survive the termination of this Agreement.

Section 5.13 Coordination of Benefits. Central Health and Seton agree to cooperate and use reasonable efforts to accomplish Coordination of Benefits with other payors or carriers consistent with standard industry practices, including using reasonable efforts to secure the required information to implement such coordination.

ARTICLE VI.
TERM AND TERMINATION OF AGREEMENT

Section 6.1 Term. This Agreement shall remain in force and effect during the period that shall commence on the date hereof and shall expire on September 30, 2038 ("Initial Term"). This Agreement shall automatically renew for five (5) successive five-year terms (each, an "Additional Term"), unless any party hereto provides the other parties hereto written notice of termination no less than year prior to the expiration of the Initial Term or any such Additional Term. The Initial Term and any such Additional Term are sometimes referred to herein collectively as the "Term". This Agreement is subject to earlier termination pursuant to the provisions set forth in Section 6.2, below.

Section 6.2 Termination of Agreement. Subject to the provisions of Section 6.4 hereof, this Agreement may be terminated by notice in writing delivered at any time prior to the expiration of the Term hereof:

6.2.1 by Central Health and Seton. Either Central Health or Seton may terminate the Agreement if:

(a) both Central Health and Seton mutually agree in writing to terminate the Agreement; or

(b) the Master Agreement or an Ancillary Agreement is terminated; provided, however that neither party may terminate this Agreement upon termination of the Lease Agreement if the Teaching Hospital Lease Agreement has been executed.

6.2.2 by Central Health:

(a) if there shall have been a material breach by Seton of any material representation, warranty, covenant or agreement of Seton contained in this Agreement or a termination of any Ancillary Agreement due to a breach of such Ancillary Agreement by Seton, which breach shall have not been cured by Seton within 90 days following receipt by Seton of written notice from Central Health of such breach; provided, however, that if any such breach can be cured but by its nature cannot be cured within such 90-day period, and if Seton has commenced curing such breach within such time period and thereafter diligently and with continuity pursues such cure to completion, such 90-day period shall be extended for the period of time reasonably necessary for Seton to cure any such breach; or

(b) if there shall have been a breach by the CCC of any material representation, warranty, covenant or agreement of the CCC contained in this Agreement or in any of the Ancillary Agreements, which breach shall have not been cured by the CCC within 90 days following receipt by the CCC of written notice from Central Health of such breach; provided, however, that if any such breach can be cured but by its nature cannot be cured within such 90-day period, and if the CCC has commenced curing such breach within such time period and thereafter diligently and with continuity pursues such cure to completion, such 90-day period shall be extended for the period of time reasonably necessary for Seton to cure any such breach; or

6.2.3 by Seton:

(a) if Central Health or the CCC shall fail to pay any sum payable by Central Health or the CCC to Seton under this Agreement on the date upon which the same is due to be paid, and such default continues for 10 days following receipt by Central Health or the CCC, as applicable, of a written notice from Seton specifying such default; or

(b) if Seton fails to receive Program Amount Monies in full; or

(c) if there shall have been a material breach by Central Health of any other material representation, warranty, covenant or agreement of Central Health contained in this Agreement or a termination of any Ancillary Agreement due to a

breach by Central Health of such Ancillary Agreement, which breach shall not have been cured by Central Health within 90 days following receipt by Central Health of written notice from Seton of such breach; provided, however, that if any such breach can be cured but by its nature cannot be cured within such 90-day period, and if Central Health has commenced curing such breach within such time period and thereafter diligently and with continuity pursues such cure to completion, such 90-day period shall be extended for the period of time reasonably necessary for Central Health to cure any such breach; or

(d) if there shall have been a breach by the CCC of any other material representation, warranty, covenant or agreement of the CCC contained in this Agreement or in any of the Ancillary Agreements, which breach shall not have been cured by the CCC within 90 days following receipt by the CCC of written notice from Seton of such breach; provided, however, that if any such breach can be cured but by its nature cannot be cured within such 90-day period, and if the CCC has commenced curing such breach within such time period and thereafter diligently and with continuity pursues such cure to completion, such 90-day period shall be extended for the period of time reasonably necessary for the CCC to cure any such breach; or

6.2.4 by CCC:

(a) if there shall have been a breach by Central Health of any material representation, warranty, covenant or agreement of Central Health contained in this Agreement or in any of the Ancillary Agreements, which breach shall not have been cured by Central Health within 90 days following receipt by Central Health of written notice from the CCC of such breach; provided, however, that if any such breach can be cured but by its nature cannot be cured within such 90-day period, and if Central Health has commenced curing such breach within such time period and thereafter diligently and with continuity pursues such cure to completion, such 90-day period shall be extended for the period of time reasonably necessary for Central Health to cure any such breach; or

(b) if there shall have been a breach by Seton of any material representation, warranty, covenant or agreement of Seton contained in this Agreement or in any of the Ancillary Agreements, which breach shall not have been cured by Seton within 90 days following receipt by Seton of written notice from CCC of such breach; provided, however, that if any such breach can be cured but by its nature cannot be cured within such 90-day period, and if Seton has commenced curing such breach within such time period and thereafter diligently and with continuity pursues such cure to completion, such 90-day period shall be extended for the period of time reasonably necessary for Seton to cure any such breach; or

6.2.5 If there is a Dispute (as defined in the Master Agreement) regarding an alleged breach, any party may initiate the Dispute Resolution Process set forth in the Master Agreement.

6.2.6 The party initiating the Termination ("First Party") shall give written notice of the termination to the other party ("Second Party"). Subject to the condition set forth below, the Agreement shall terminate one (1) year after (i) the Termination Notice Date or (ii) the completion of the Dispute Resolution Process, whichever is later ("Termination Date"). The one year termination notice period shall be in effect until the New Teaching Hospital commences operation. Following commencement of operations of the New Teaching Hospital, the termination notice period shall be sixty days.

6.2.7 Notwithstanding any other provision including the termination provided for in Section 6.2.3(a) or Section 6.2.3 (b) due to the non-receipt of the agreed value or compensation due to Seton in the event that the Master Agreement is terminated and the Post-Termination Period in invoked pursuant to either Section 8.1.2 or 8.1.4 of the Master Agreement, this Agreement shall not terminate, but its term shall be extended until the end of the Post-Termination Periods are completed.

Section 6.3 Termination Due to Change in Applicable Laws. In the event that there shall occur any change in any Applicable Laws, or any change in the application, interpretation or enforcement of any Applicable Laws by any Governmental Authority that shall be charged with the enforcement and administration thereof, that:

(a) shall have the legal effect of materially altering the terms and conditions of this Agreement; or

(b) shall materially and adversely affect the rights, duties or obligations of any of the parties hereto, including, without limitation:

(i) any material change in the value of Covered Healthcare Services hereunder;

(ii) any material change in the scope or composition of the Covered Healthcare Services that Seton shall be obligated to provide hereunder; or

(iii) any other material change in the obligations of Seton to provide the Covered Healthcare Services described herein;

then, in any such event, any party hereto that shall be materially and adversely affected thereby may propose, by written notice to the other parties hereto, an amendment to this Agreement that shall contain provisions designed to ameliorate, in all material respects, the adverse effect of any such change in Applicable Laws or of any such change in the application, interpretation or enforcement thereof by any such Governmental Authority.

If the parties hereto shall be unable to agree on the terms of any such amendment, after engaging in reasonable negotiations, conducted in good faith, with respect thereto within 90 days after the receipt of any such notice, then such disagreement shall be deemed to be a Dispute (as defined herein) and shall be subject to the alternative dispute resolution provisions set forth in Section 7 (Dispute Resolution) of the Master Agreement. If no agreement is reached through the

dispute resolution process, either party may terminate the Agreement. Section 6.2.6 shall apply to the Termination Date resulting from any change in laws.

Section 6.4 Legal Jeopardy. The parties acknowledge and agree that this Agreement is intended to comply with all state and federal laws and regulations, the parties' status as recipients of governmental or private funds for the provision of health care services, each party's status as either a tax-exempt organization or public entity, the parties' ability to issue tax-exempt bonds or other financial instruments and to maintain the tax-exempt status of any existing bonds or other financial instruments, and Seton's status as a Catholic healthcare organization. Any party shall have the right to terminate this Agreement without liability, if it reasonably and in good faith determines that the terms of this Agreement either more likely than not would be interpreted to violate any laws or regulations applicable to it or if, under the circumstances the terms of the Agreement present an unacceptable legal risk of or a material violation, which, in such event, would jeopardize its status as a recipient of governmental or private funds for the provision of health care services or its status as a tax-exempt organization or public entity, or its ability to issue tax-exempt bonds or to maintain the tax-exempt status of any existing bonds or other financial instruments, or Seton's status as a Catholic healthcare organization. Seton shall have the right to terminate the Agreement without liability if it reasonably and in good faith determines that the Agreement more likely than not violates the ERDs. Notwithstanding a party's right to terminate as set forth above, the party shall first use good faith efforts to amend this Agreement either only to the extent necessary to conform the potentially violative terms to the applicable law or regulation or ERD provision, and will only terminate this Agreement pursuant to this Section if it determines, in its reasonable and good faith judgment, that an amendment cannot be obtained or will not result in compliance. The parties will act in good faith to attempt to reach such mutual agreement. If a party in good faith withholds its consent to an amendment proposed pursuant to this Section, either party may terminate this Agreement by Termination Notice. This Agreement shall terminate six months from such Termination Notice Date. The parties agree that a party's withholding of consent shall be deemed valid if the proposed amendment would result in a change to the Agreement that would be materially adverse to that party. In the event of termination under this Section, neither party is liable or responsible to the other for any damages, costs, or expenses resulting from such termination.

Section 6.5 Effect of Termination. If this Agreement is terminated in accordance with Section 6.3 hereof, this Agreement shall become null and void and of no further force and effect, except that:

(a) the provisions of this Agreement specified in Section 8.22, below, shall remain in full force and effect, shall survive any such termination and shall continue for the maximum period of time permitted by Applicable Laws;

(b) no such termination of this Agreement shall relieve any party hereto from any Liabilities for any breach of its obligations hereunder; and

(c) no such termination of this Agreement shall modify, alter or otherwise affect any of the rights, duties or obligations of the parties hereto set forth or described in or arising under Section 8 (Post-Termination) of the Master

Agreement or specifically the obligation to Seton to provide Post-Termination Services as required by Sections 8.3 and 8.4 of the Master Agreement.

Section 6.6 **DAMAGES FOR BREACH. IN THE EVENT OF ANY BREACH OF THE PROVISIONS OF THIS AGREEMENT, THE BREACHING PARTY SHALL BE LIABLE TO AND SHALL PAY EACH OF THE NON-BREACHING PARTIES FOR ANY AND ALL ACTUAL DAMAGES, COSTS, ATTORNEYS' FEES, AND EXPENSES THAT SHALL BE INCURRED OR SUFFERED BY EACH SUCH NON-BREACHING PARTY AS A RESULT OF ANY SUCH BREACH. THE BREACHING PARTY SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES SUFFERED BY THE NON-BREACHING PARTIES; PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING THIS SECTION 6.6, IT IS THE AGREEMENT OF THE PARTIES THAT CENTRAL HEALTH SHALL BE ABLE TO RECOVER THE COSTS AND EXPENSES IT INCURS IN PROVIDING OR ARRANGING FOR THE PROVISION OF SERVICES THAT SETON IS OBLIGATED TO PROVIDE BY THIS AGREEMENT BUT FAILS TO PROVIDE.**

Section 6.7 Equitable Relief. Notwithstanding Section 6.6 above, the parties mutually agree that Seton's breach of its duties imposed under this Agreement would cause irreparable harm to the citizens of Travis County and Central Health that could not fully be reconciled with money damages. Therefore, equitable relief, including specific performance and injunctive relief, is an appropriate remedy for any such breach. Such equitable relief shall be in addition to and not in limitation of or substitution for any other remedies to which Central Health may be entitled to at law or in equity.

ARTICLE VII.
RIGHT OF OFFSET

Any provision contained herein to the contrary notwithstanding, if at any time or from time to time during the Term of this Agreement, Seton does not receive monies as contemplated by Section 4.2 or the CCC shall fail to pay (or cause to be paid) any amount that shall be payable by the CCC to Seton, in accordance with the terms and subject to the conditions set forth herein, Seton (or, as applicable an Affiliate of Seton) shall be entitled to offset any such amount against the payment of any amount that shall be due and payable by Seton (or as applicable an Affiliate of Seton) to Central Health or the CCC (or any of their respective Affiliates), including but not limited to any monies that Seton (or, as applicable, an Affiliate of Seton) is obligated to contribute to the CCC, pursuant to the provisions of this Agreement or any Ancillary Agreement.

ARTICLE VIII.
MISCELLANEOUS

Section 8.1 Use of Seton Name and Logo. Central Health shall not use Seton names, logos, trademarks, addresses and information in any educational and patient materials pertaining to the Covered Healthcare Services without obtaining the prior written consent of Seton.

Section 8.2 Force Majeure. If a party hereto, because of Force Majeure (as hereinafter defined), is rendered unable to perform any of its obligations under this Agreement (other than its obligation to pay when due the monetary sums payable hereunder), and such party gives prompt (but no later than two business days after such party knows or reasonably should have known of the event constituting such Force Majeure) written notice of the occurrence of such Force Majeure to the other parties hereto, then the obligations of such party will, so far as they are affected by the Force Majeure, be suspended, subject to the following conditions: (a) the Force Majeure was not attributable, in whole or in part, to the negligence or misconduct of such party; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; (c) no obligations of such party that arose before the occurrence of the Force Majeure are excused as a result of the occurrence; (d) such party uses its best efforts to remedy its inability to perform as expeditiously as possible; and (e) any suspension due to Force Majeure will not extend the term of the Agreement.

As used herein, the term "Force Majeure" means an event or force beyond the reasonable control of the party that materially and adversely affects such party's ability to perform its obligations under this Agreement and that, by the exercise of due diligence of such party, could not have been reasonably avoided, including, without limitation, acts of God, acts of public enemy, terrorism, wars, riots and civil disturbances, floods, heavy rains, transportation delays or interruptions, casualties, explosions, damage by third parties, whether negligently or intentionally caused, strikes, work stoppages, work-to-rule actions, picketing, lockouts and/or any other concerted action by any employees or any labor organization, epidemics, natural disasters, fires, vandalism and governmental interference; provided, however, that the term "Force Majeure" does not include: (x) any event or force resulting from any delays in the issuance of any necessary Governmental Approvals to such party or any adverse government actions taken against any such party by any Governmental Authority as a result of the actions or omissions of such party; (y) any economic hardship or changes in market conditions; or (z) any inability on the part of any such party to pay when due the monetary sums payable hereunder.

Section 8.3 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

Section 8.4 Ancillary to Master Agreement. This Agreement is entered into by the parties hereto pursuant to the terms of and is ancillary to the Master Agreement. In the event that any of the provisions of this Agreement shall conflict with any of the provisions of the Master Agreements, the provisions of the Master Agreement shall control.

Section 8.5 Entire Agreement. Except as provided below: (a) this Agreement, the annexes incorporated herein and the Ancillary Agreements supersede all previous contracts and constitute the entire agreement among the parties hereto with regard to the subject matter hereof; (b) no party hereto shall be entitled to any benefits with regard to the subject matter hereof, other than those specified herein or the Ancillary Agreements; (c) as among the parties, no oral statements or prior written material not specifically incorporated herein or in the Ancillary Agreements shall be of any force and effect; (d) the parties specifically acknowledge that in entering into and executing this Agreement, the parties are relying, with regard to the subject matter hereof, solely upon the representations and agreements contained in this Agreement and

the Ancillary Agreements and no others; (e) all prior representations or agreements, whether written or verbal, not expressly incorporated herein or in the Ancillary Agreements with regard to the subject matter hereof, are superseded; and (f) no changes in or additions to this Agreement or the Ancillary Agreements shall be recognized unless and until made in writing and signed by all of the parties hereto or thereto.

For the avoidance of doubt, the parties hereto agree that: (y) the agreements set forth or described on **Annex D** hereto are hereby terminated and that, except as expressly set forth therein with regard to the survival of any rights, duties or obligations thereunder, none of the parties hereto shall have any further rights, duties or obligations thereunder; and (z) the Fee-Based Contracts shall be executed concurrently with the execution of the Agreement.

Section 8.6 Notices. Any notice provided for or permitted to be given hereunder must be in writing and may be given by (a) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section 8.6; or (b) delivering the same to the party to be notified in person or through a reliable courier service. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice, the addresses of the parties hereto shall, until changed, be as follows:

To Central Health:	Travis County Healthcare District 1111 East Cesar Chavez Street Austin, TX 78702 Attention: President and Chief Executive Officer
With a copy (which shall not constitute notice) to:	Travis County Attorney's Office 314 W. 11th Street, 4th Floor Austin, TX 78701 Attention: Beth Devery Brown McCarroll, L.L.P. 111 Congress Avenue, Suite 1400 Austin, TX 78701-4093 Attention: David W. Hilgers
To Seton:	Seton Family of Hospitals 1345 Philomena Street, Suite 402 Austin, TX 78723 Attention: President
With a copy (which shall not constitute notice) to:	Seton Family of Hospitals 1345 Philomena Street, Suite 402 Austin, TX 78723 Attention: General Counsel

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the continental United States by giving ten (10) days advance notice to such effect in accordance with the provisions of this Section 8.6. Any such notice given by counsel or authorized agent for a party shall be deemed to have been given by such party.

Section 8.7 Seton's Indemnity. With respect to claims asserted prior to, on, or after the Effective Date, by third parties against Central Health relating to the provision of Seton Services, Seton and Landlord agree as follows:

Seton shall indemnify, protect, defend, and hold harmless Central Health and Central Health's agents , officials, representatives, employees, invitees, contractors, and assignees (each a "Central Health Party") from and against any and all claims, demands, suits, and causes of action and any and all liabilities, costs, damages, expenses, and judgments incurred in connection therewith (including but not limited to reasonable attorneys' fees and court costs) (collectively, "Claims"), whether arising in equity, at common law, or by statute, including the Texas Deceptive Trade Practices-Consumer Protection Act or similar statute of other jurisdictions, or under the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) or property, and arising in favor of or brought by third parties who are not Affiliates of Central Health against Central Health, based upon, in connection with, relating to, or arising out of, or alleged to be based upon, be in connection with, relate to, or arise out of Seton's provision of the Covered Healthcare Services, on or after October 1, 1995. The foregoing indemnification does not and shall not cover any Claims to the extent resulting from the negligence or willful misconduct of Central Health or any other Central Health Party. With respect to any Claim, the Central Health Party seeking indemnity shall provide Seton with written notice of such Claim with reasonable promptness after such Claim is received by the Central Health Party seeking indemnity. Seton shall thereafter have the right to direct the investigation, defense, and resolution (including settlement) of such third-party Claim, so long as the Central Health Party seeking indemnity is allowed to participate in the same (at its own expense). Seton shall not settle a Claim without such Central Health Party's consent, which shall not be unreasonably withheld.

Section 8.8 Attorneys' Fees. Should any party to this Agreement commence legal proceedings against any of the other parties hereto to enforce the terms and provisions of this Agreement, the party (or parties) losing in such legal proceedings shall pay the reasonable attorneys' fees and expenses of the party (or parties) prevailing in such legal proceedings as determined by the court.

Section 8.9 Relationship of Parties. This Agreement does not create any agency, partnership, joint venture or employment relationship among the parties. The relationship of the parties shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective officers, agents, subcontractors and employees.

Section 8.10 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or

privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 8.11 Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and permitted assigns. No party to this Agreement may assign any of its rights or transfer or delegate any of its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other parties hereto; provided, however, that Seton may assign any of its rights and may transfer or delegate any of its obligations under this Agreement to any Affiliate of Seton, without the consent of the other parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than Central Health, CCC and Seton, and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 8.12 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such costs and expenses.

Section 8.13 Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

(a) **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS OF THE STATE OF TEXAS.**

(b) Each party hereto agrees that it shall bring any action or proceeding in respect of any Dispute arising out of or related to this Agreement, or the transactions contained in or contemplated by this Agreement or the relationships among the parties hereto exclusively in the United States District Court for the Western District of Texas or any Texas State District Court sitting in Austin, Texas (collectively, the "Chosen Courts"). Each party hereto irrevocably (i) submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any action or proceeding in the Chosen Courts, and (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto.

Section 8.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

Section 8.15 Headings. The heading references herein are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof.

Section 8.16 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the

application thereof to any person or any circumstance, is invalid or unenforceable: (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (b) the remainder of this Agreement and the application of any such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of any such provision, or the application thereof, in any other jurisdiction.

Section 8.17 No Bond or Other Security. If any Chosen Court determines that temporary or permanent award or injunctive, mandatory or other equitable relief is an appropriate remedy, the parties waive any requirement for security or the posting of any bond or other surety in connection with any such temporary or permanent award or injunctive, mandatory or other equitable relief.

Section 8.18 Audit. In order to assure compliance with the terms of this Agreement (including confirmation of appropriate quality assurance and regulatory compliance), Seton shall maintain accurate documentation relating to the Covered Healthcare Services provided pursuant to this Agreement. At any time during or after the Term of this Agreement, all books, documents, and records of Seton relating to its performance under this Agreement shall be available for reasonable inspection by Central Health at any time during normal business hours, upon no less than 10 days prior written notice to Seton. Central Health shall have the right to audit, or direct an auditor to audit, such books, documents and records upon no less than 30 days prior written notice to Seton. In addition, Seton shall cooperate with Central Health and any other licensing, regulatory, or accreditation agency, including, without limitation, the Texas Department of State Health Services and The Joint Commission and any other applicable agency, in all respects to confirm compliance with the applicable requirements of such regulatory or accreditation agency or to assist Central Health in any administrative or judicial proceeding brought by any governmental agency or other third party.

Section 8.19 Books and Records. Each of the parties hereto shall comply with all laws, regulations, rules, ordinances, and orders now in effect or hereafter adopted regarding the retention and availability of its books and records. Such compliance shall include, without limitation, compliance with the provisions of Section 1861(v)(1)(I) of the Social Security Act, as amended, from time to time, as more particularly provided under Section 8.20 hereof.

Section 8.20 Compliance With Social Security Act. For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations promulgated pursuant thereto, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

(a) until the expiration of 4 years after the furnishing of all Covered Healthcare Services pursuant to this Agreement, the parties shall make available, upon written request, to the Secretary of the Department of Health and Human Services ("Secretary"), or upon request to the Comptroller General, of the United States ("Comptroller General"), or any of their duly authorized representatives,

this Agreement, and books, documents and records that are necessary to certify the nature and extent of such costs, and

(b) if Seton carries out any of the duties of the Agreement through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, with a related organization, as that term is defined by regulation, such subcontract shall contain a clause to the effect that until the expiration of 4 years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs rendered under the subcontract.

Section 8.21 Annexes. he terms and conditions set forth in the annexes to this Agreement are incorporated herein by reference and made a part hereof. Capitalized terms used in such annexes but not otherwise defined therein shall have the meanings assigned to such terms in this Agreement.

Section 8.22 Survival. The provisions of this Article VIII and the provisions of Section 2.8 (Insurance), Section 5.3 (Financial Responsibility of Covered Beneficiaries), Section 5.7 (HIPAA and HITECH Compliance), Section 5.9 (Subrogation/Lien/Assignment Reimbursement), Section 5.12 (Public Information Act) Article VII (Right of Offset) of this Agreement, and the rights, duties and obligations of Central Health, CCC and Seton hereunder and thereunder, shall survive the expiration of the Term of this Agreement, or the earlier termination of this Agreement pursuant to the provisions of Section 6.2 hereof, and shall continue in effect for the maximum period of time permitted by Applicable Laws.

Section 8.23 Guaranty. Seton Healthcare Family shall unconditionally guarantee all of Seton's performance obligations under this Agreement, as evidenced by Seton Healthcare Family's execution and delivery of the form of Guaranty attached hereto as **Annex E**.

[Signature Page Follows]

[Signature Page for Omnibus Healthcare Services Agreement, dated as of June 1, 2013, by and among Travis County Healthcare District d/b/a Central Health, Community Care Collaborative and Seton Family of Hospitals]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

TRAVIS COUNTY HEALTHCARE DISTRICT

By: _____
Patricia Young Brown
President & CEO

SETON FAMILY OF HOSPITALS

By: _____
Charles J. Barnett
Executive Board Chair
Seton Healthcare Family

SETON FAMILY OF HOSPITALS

By: _____
Jesus Garza
President and Chief Executive Officer
Seton Healthcare Family

COMMUNITY CARE COLLABORATIVE

By: _____
Name: _____
Title: _____

Annex A
Seton Charity Care (Uncompensated Services) Policy

Policy Number: 4000.04
Category: Finance System
Origination Date: 07/01/76
Approved by PCaRT: 2/28/11
Approved By: Charles J. Barnett, President and CEO

I. POLICY

Consistent with the mission of Seton and as an Ascension Health sponsored health care organization, Seton will provide medically necessary services within a defined benefit structure to eligible patients who are financially or medically indigent. The amount of charitable services provided will be subject to Seton's financial ability to absorb the cost of such services, while simultaneously ensuring financial viability. Every effort will be made to educate professional and medical staff and the public, as to the criteria and processes followed in the application of this policy. Seton will seek assistance in funding charitable services from available sources.

Texas State Law requires nonprofit hospitals to have policies and procedures in place for the admission of financially indigent and medically indigent persons. Seton may determine that a person is financially or medically indigent after health care services have been provided. The statute defines financially indigent and medically indigent as follows:

> "Financially indigent" means an uninsured or underinsured person who is accepted for care with no obligation or a discounted obligation to pay for the services rendered, based on the network's eligibility system.
>
> "Medically indigent" means a person whose medical or hospital bill after payment by third-party payers exceeds a specified percentage of the patient's annual gross income, in accordance with the network's eligibility system, and the person is financially unable to pay the remaining bill.

Seton's eligibility process includes income levels and means testing indexed to the federal poverty guidelines. Seton's established eligibility system sets the income criteria for charity care at or above that required by counties under the Indigent Health Care and Treatment Act. The policy is in accordance with the laws of the State of Texas.

Seton may:

- Specify and/or limit services that are subject to charity care through a defined benefit structure
- Restrict the provision of non-emergency charity care to patients residing in the defined service area
- Provide medical case management to ensure that services requested under the provisions of this policy are medically necessary.

- Determine eligibility for patients who are in the defined geographic service area on temporary or immigration visas consistent with the terms of the patient's visa.

Financial eligibility may be determined by obtaining a Patient Account Rank Order (PARO) score, by patient application and proof of income, or by proof of participation in/eligibility for public benefit programs such as Medicaid, County Indigent Health Program (CIHP), Temporary Assistance for Needy Families (TANF), Women in Community Service (WICS), Children's Health Insurance Program (CHIP), Austin Travis County Medical Assistance Program (MAP), Federally Qualified Health Clinics (FWHC's), etc.

An income tax return from the most recent year is the preferred supporting documentation for proof of income. In circumstances where an income tax return is not applicable, the following may substitute:

- Pay stubs from the three most recent pay periods for each working family member
- IRS Form W2
- Letter from employer on company letterhead verifying compensation
- Notification of Unemployment Benefits
- Proof of Social Security Income
- Proof of regular withdrawals from trusts or other retirement income
- Letter of support from family member (such as parent of adult child or adult child of unemployed parent/disabled sibling, etc.)

For purposes of determining eligibility for financial assistance, income includes total annual/monthly cash receipts before taxes from all sources, including but not limited to:

- Monetary wages and salaries before any deductions
- Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses)
- Net receipts from non-farm self-employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses)
- Social Security
- Railroad retirement
- Unemployment compensation
- Strike benefits from union funds
- Workers' compensation
- Veterans Benefits
- Public Assistance (including Aid to Families with Dependent Children or Temporary Assistance for Needy Families, Supplemental Security Income, etc.)
- Training stipends
- Alimony or child support
- Military family allotments or other regular support from an absent family member or someone not living in the household
- Pensions (private, government, military retirement, annuities)
- College or University scholarships, grants, fellowships and assistantships

- Dividends and interest
- Rental income
- Periodic receipts from estates or trusts
- Net gambling or lottery winnings

For purposes of determining financial eligibility, income does not include non-cash benefit programs such as food stamps, school lunches, and housing assistance.

Assets essential for daily living, including primary residence, automotive vehicles utilized for routine transportation, retirement funds, and college tuition savings will be

Excluded from consideration. Cash and/or other assets that can be converted to cash will be considered when assessing eligibility, including but not limited to:

- Checking, savings and money market accounts
- Stocks, bonds, and other non-retirement investments
- Summer/vacation/lake homes or other "secondary residences"
- Collector automobiles
- Boats, campers, and other similar assets above and beyond those required to support a socially just lifestyle

Requests/Consideration for charity assistance may occur:

a. Prior to or at the time of treatment (so long as treatment is not inappropriately delayed)
b. Subsequent to treatment and/or at any point during the revenue cycle process

II. PROCEDURE

A. PHILOSOPHY

1. Patients are expected to apply and receive a determination for any publicly funded programs or other third party payment sources for which they are potentially eligible prior to final charity care/financial assistance determination.

2. Seton utilizes the Federal Poverty Income Level (FPIL) guidelines to determine financial eligibility. Co-pays and deductibles are due prior to or at the time of service for non-emergent services. Emergency Medical Treatment and Active Labor Act (EMTALA) requirements and related governmental guidance shall be followed for the collection of co-pays and deductibles for non-admitted Emergency Room (ER) visits.

a. Patients with income levels up to 250% of the FPIL will be asked to pay a co-payment for services received.
b. Patients with income levels above 250% and below 375% of the FPIL will be expected to pay a sliding fee scale deductible.
c. Uninsured patients with income levels above 375% of the FPIL will receive an uninsured discount consistent with Ascension Health's Policy 16 and will be

expected to satisfy their remaining financial obligation to Seton Healthcare Network in full as outlined in Patient Financial Policy 4000.09, unless they qualify for medical indigence assistance. Uninsured patients who satisfy their financial obligation in full at or prior to service will may be eligible for an additional prompt payment discount.

3. The amount a family can contribute toward its hospital bill will vary based on two factors:

a. Total gross family income from all sources; and

b. Number of family members, calculated as follows:
- Adults - include the patient, the patient's spouse, and any dependents
- Minors - include the patient, the patient's mother, dependents of the patient's mother, the patient's father, and dependents of the patient's father

As income increases, a family can contribute a larger amount of its income toward its hospital bill.

4. The guidelines and documentation requirements will be consistent within the network. Brackenridge Financial Assistance Plan (BFAP) will be utilized for those patients who reside in the City of Austin/Travis County, as determined by defined zip codes. Seton Charity Program (SCP) will be utilized for all other patients requiring financial assistance as well as for Austin/Travis County residents who do not qualify for 100% BFAP.

5. Assumed Seton Charity Program (Assumed SCP) may be applied when insufficient documentation exists but the information gathered supports indigence (e.g., undocumented migrant workers, patients who expire with no estate, Medicaid exhausted days/benefits, homeless, etc.).

6. Accounts of patients who expire and are found in the collection process to have no estate from which to collect and no resources for lien attachment will be processed for financial eligibility determination purposes based on zero annual income.

7. If a determination is made that a patient has the ability to pay the remainder of the bill, that determination does not preclude a re-assessment of the patient's ability to pay upon presentation of additional documentation and/or a change in circumstances.

8. During the verification process, Seton may treat an account under consideration for charity as a self-pay account in accordance with established procedures.

9. Seton may elect to run a credit report and/or assets check to verify available resources and/or assets, consistent with applicable laws.

10. Falsification of information may result in denial of the financial assistance request. If, after a patient has been granted charity care, Seton finds material provision(s) of the application to be untrue, charity care status may be revoked and full collections may ensue.

11. Appeals and/or extenuating circumstances may be reviewed for consideration by the Vice President of Finance, Chief Financial Officer (CFO), and Mission Affairs.

B. DETERMINATION OF FINANCIAL INDIGENCE

1. Patient Access and/or Patient Financial Service Representatives will utilize internally developed tools to calculate a family's obligation for its hospital bill, based on the following:

1. Total gross monthly/annual family income from all sources, with supporting documentation as outlined above
2. Number of family members

2. Upon completion of the interview/review of documentation, the employee will calculate income as a percentage of the FPIL. Once this percentage has been determined, the employee will calculate the family's personal obligation for the hospital bill. The charity level determination will be documented in the Patient Accounting system. The patient's obligation will be notated in the Admission or Collection Notes screen to indicate that full or partial charity has been approved.

3. The Chief Financial Officer will define charity approval levels for Revenue Cycle associates, managers, and leaders.

4. Patients will be notified in writing upon determination of the decision. Decisions should be made within two weeks after receipt of a complete application unless there are extenuating or unusual circumstances. This written notification will delineate both the amount of financial assistance approved as well as any remaining balance for which the patient may be responsible.

C. DETERMINATION OF MEDICAL INDIGENCE

1. Patients with income above 375% of the FPIL may request and/or be evaluated for financial assistance based on medical indigence. To be considered for medical indigence assistance, the amount owed by the patient (after payment by any/all third-party payers) must exceed fifty percent (50%) of the patient's annual income.

2. To ensure that medical indigence assistance does not subsidize lifestyle choices, standard allowances consistent with federal and state financial means testing guidelines for clothing, food, housing, utilities and transportation will be utilized to calculate disposable income.

3. Authorization and notification processes outlined for financial indigence will be likewise followed for medical indigence.

III. ACCOUNTABILITY AND CONTROL

1. The Chief Financial Officer or designee is responsible for the financial administration of this policy.

2. Seton Health Plan Case Management is responsible for administering the benefit design and clinical decision-making components of this policy.

3. Decisions regarding limitations of charity care services are made by the Seton President & CEO or designee.

4. Senior Leadership Team (SLT) and Leadership Team (LT) members are responsible for the operational management of the charity care program, in accordance with Seton's policy and approved operating budget limitations, as delegated by the network President & CEO.

5. The Directors of Patient Access and Patient Financial Services are responsible for maintaining the internally developed tools to reflect current FPIL values, and for ensuring that the tools are utilized and applied appropriately and that current information is posted in all patient access and other appropriate public areas.

Related Policies:

Patient Financial Responsibility Policy # 4000.09

Scheduling of Elective Services Policy # 4000.19

Annex B

Medical Access Program Eligibility and Copayments

1. See Central Health Eligibility Policies dated June 1, 2013, in the form attached to this Annex B.

2. Copayments for MAP Healthcare Services

PHYSICIAN SERVICES.....	$10 Co-payment per visit
• Primary and preventive care (Primary Care Provider, PCP)	
• Specialty physician	
• Urgent Care	
HOSPITAL IN-PATIENT SERVICES.....	$30 Co-payment per visit
Note - May require prior authorization	
• Hospital room	
• Operating room/recovery room	
• X-ray, laboratory, diagnostic, and therapeutic services	
• Medications	
• Intensive care/coronary care	
• Physician hospital visits and care	
• Surgery services	
OUTPATIENT SERVICES	
Note – May require prior authorization	
• Surgery services *(including Day Surgery)*.....	$10 Co-payment per visit
• Occupational therapy *(co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)*.....	$10 Co-payment per incident
• Physical therapy *(co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)*.....	$10 Co-payment per incident
• Speech therapy *(co-payment for therapy is a one-time charge per incident that covers all visits in the treatment plan)*.....	$10 Co-payment per incident

DIAGNOSTIC X-RAYS AND LABORATORY..... Note – Advanced radiological services may require prior authorization	$0 Co-payment per visit
HOME HEALTH SERVICES, LIMITED MEDICAL EQUIPMENT and MEDICAL SUPPIES..... • Requires prior authorization	$0 Co-payment per visit
EMERGENCY CARE..... Includes emergency and urgent dental services	$25 Co-payment per visit
TRANSPORTATION SERVICES..... • Non-emergent transport between Seton facilities only	$0 Co-payment per visit
HOMELESS ENROLLEES	$0 Co-payment for all services

Central Health

Eligibility Policies

June 1, 2013

Eligibility Services Policy Manual

Program Description

Central Health's Medical Access Program offers healthcare services to eligible residents of Travis County. Eligibility guidelines are in accordance with the Texas Department of State Health Services County Indigent Health Care Program requirements as well as policies established by the Central Health Board of managers.

Please reference the State Health Services County Indigent Health Care Program at: http://www.dshs.state.tx.us/cihcp/cihcp_program_handbook.shtm

This manual describes the policy established for Central Health Eligibility Services in determining eligibility for the Medical Access Program.

Travis County Residency Policy

Purpose: To define the qualifications for Travis County residency and the type of required proof.

I. Definition of Travis County Residency

A. A resident is an individual who physically lives within Travis County at the time of application. The most recent Polyguide will be used to verify if an address is located within the Travis County boundaries. Including, homeless individuals who:

1. Live outdoors (e.g., in a car, under a bridge, in the woods, etc.),

2. Reside in a homeless shelter (e.g., ARCH and Salvation Army Transient Dorm), or

3. Stay at various places less than 1 month at a time

B. Persons are eligible for MAP

C. if they maintain a residence in Travis County yet temporarily reside outside of Travis County with the intent to return to their residence.

D. A person is not required to live in Travis County for a specific period prior to declaring residency. Individuals who declare they have moved to Travis County for the sole intent of receiving Central Health medical services are not eligible for coverage for 6 months from the time of their statement. After the 6-month time period has passed, the client may reapply.

II. Proof Required

A. All MAP clients, except those who are homeless, must provide current documentation of Travis County residency. The documentation must be dated within approximately 30 days of the application or within the most current billing cycle not exceeding 45 days. The proof must contain the name of one of the family members. The client may provide one of the following documents as proof of Travis County residency.

1. Current State of Texas driver's license/identification card

2. Mexican Consulate identification card

3. Rent receipt or printout

4. Lease agreement

5. Mortgage card

6. T.V. cable bill

7. Supplemental Security Income (SSI) letter

8. Tax receipt

9. Personal mail

10. Gas bill

11. Electric bill

12. Telephone bill

13. Social Security receipt

14. Written statement from a known agency Manager's/landlord statement

15. Social Security letter

16. Medicaid Letter

B. The Program Representative may request more than one proof of residency if they believe additional proof is warranted.

III. Special Conditions or Exceptions

A. If a client does not have one of the required documents and the Program Representative is unable to verify the information by telephone or fax, the client can do one of the following:

1. Submit one of the documents listed in Section II A which may be addressed to another person at the client's residence (e.g., landlord, parent, etc.). These acceptable documents must accompany a written statement from that addressee confirming the client's residency.

2. Complete a Residence and/or Financial Support Statement.

3. Complete a non-notarized affidavit.

B. Upon subsequent certifications using the same address, the client will be required to present one of the documents listed in Section II A of this policy with their name and Travis County address.

C. All exceptions made must be noted in the eligibility database in the Notes section.

IV. Homeless

A. Homeless clients may fill out an Applicant Residency Statement as proof of Travis County residency. The address on the Applicant Residency Statement must be a specific location (e.g., intersection of IH-35 and Cesar Chavez, the woods at Town Lake and IH-35, and under the bridge on 7th St.) in which the client slept the night before. The address cannot be a non-specific location (e.g., the woods).

Eligibility Services Policy Manual

Identification Policy

Purpose: To assist the Program Representative in determining the identification of the client and to reduce the potential misuse or fraudulent use of identification assigned to current clients.

I. Identification Requirements

A. In order to qualify for MAP, the following family members must provide picture identification as verification of their identity.

1. Adult family members

2. Emancipated minors

3. Minors who apply without an adult (The picture identification does not need to be current unless it is used to verify that the client resides in Travis County.)

B. Program Representatives must request to see a form of identification. The Program Representative may accept other forms of verification that contain the same information requested on the forms. The following picture identifications are acceptable:

1. Any state-issued driver's license/identification card

2. Passport

3. Mexican Consulate identification card

4. Mexican identification

5. INS document with picture (e.g., Forms I-86, I-94, I-551, etc.)

6. School or employment identification with a picture

7. Foreign national document with a picture

8. Any picture identification issued by a business or agency except identification issued through a flea market (e.g., Capital Metro, Sam's Warehouse, Money Box Store, etc.)

II. Special Conditions or Exceptions

A. Program Representatives may make one-time-basis (OTB) exceptions for clients who are unable to secure the required documentation.

B. The following documents can be accepted on a one-time-basis to meet the identification requirement.

1. Adult's birth certificate

2. Immunization records

3. Letter from an agency or a professional that has a working knowledge of the Client

4. Marriage license

5. Non-notarized affidavit issued through Eligibility Services

6. Printout from the Social Security Administration

7. School records

8. Social Security card

9. Texas temporary driver's license

10. Voter's registration card

C. The Program Representatives must inform clients they can only accept the abovementioned documents once. At the client's next visit, one of the required documents listed in Section I.B must be presented to a Program Representative.

D. One of the following documents will be accepted on an on-going basis for clients who are unable to obtain identification as a result of their U.S. residency status

1. An Eligibility Services Identification Form that reflects the client's name, date of birth, and parent(s) name.

2. Child's birth certificate (or other document, which identifies the name of the client as parent).

E. All exceptions must be noted in eligibility database in the Notes section.

Eligibility Services Policy Manual

United States Residency Policy

Purpose: To determine United States citizenship or Legal Permanent Resident (LPR) status for appropriate eligibility screening for MAP.

I. United States Citizen, Legal Permanent Resident (LPR) or Conditional Permanent Resident

A. A client who lives within Travis County boundaries may be considered eligible for MAP services if he/she fits one of the following criteria:

1. U.S. citizen by birth or naturalization

2. Legal Permanent Residency (LPR) status

3. Individual has been granted NACARA 203 Relief.

4. Have Conditional Permanent Residency for spouses of U.S. citizens married less than 2 years and their eligible minor step-children

II. "Undocumented" Non-citizen, "Qualified" Immigrant, Temporary Protective Status, Victim of Trafficking or Crime, or Citizen of Federated States of Micronesia, the Republic of Palau or the Republic of Marshall Islands

A. A client who lives within Travis County boundaries may be considered eligible for MAP services based on the income guideline if he/she qualifies as one of the following:

1. "Undocumented" Non-citizen:

a) A person with an expired Non-Immigrant Visa, I-94, Conditional I-551 or other USCIS document or a Border Crossing Card.

b) An undocumented non-citizen residing in the United States who avoided inspection at a border and entered without necessary documents.

2. "Qualified" Immigrant- A person with a valid I-94, I-688A, I-688B, I-766 or other immigration document indicating any of the following "Qualified" immigrant categories:

a) Abused spouse or children, parents of abused children, or children of abused spouse

b) Afghan and Iraqi Special Immigrant

c) Conditional Entrant (Refugee)

d) Asylee

e) NACARA 203 Relief

f) Cuban/Haitian Entrant

g) Person granted withholding of deportation or removal

h) Parolee

i) Refugee

j) Person pending adjustment of status under Section 245 of the INA

B. An individual with Temporary Protected Status from a country designated by Secretary of Homeland Security when he/she determines there is an ongoing armed conflict, an environmental disaster or other extraordinary circumstance that poses a serious threat to the person's safety if they return to their home country.

C. Non-Immigrants who can show they are: Victims of Trafficking ("T Visa") or Victims of Crime ("U Visa")

D. Permanent Non-Immigrants residing in the U.S. who can show they are: Citizens of the Federated States of Micronesia, the Republic of Palau or the Republic of Marshall Islands

III. Temporary Visitors and Foreign Students

A. Individuals with an I-94 having a temporary non-immigrant code and an unexpired duration of stay date or unexpired Non-Immigrant Visa (with the exception of Victims of Trafficking or Crime) are not eligible for MAP. This includes temporary visitors for pleasure or business purposes and foreign students with an indefinite duration of stay. (Note: An individual with a Border Crossing Card who indicates they are NOT residents of Travis County are NOT MAP eligible.)

IV. Proof Required

All family members, except for homeless and adult "undocumented" non-citizen residents (as listed in Section II.A. of this policy), must provide one of the following to verify eligibility for MAP services:

A. Arrival and Departure Record (I-94) stamped to show temporary evidence of LPR or "I-551" status

B. Baptismal certificate for adults

C. Birth certificate

D. Certificate of Birth Abroad

E. Certificate of Naturalization (The Program Representative staff should not copy the papers but create a note in the eligibility database noting the certificate number, name, date of birth, and date received.)

F. Certification Letter for Victim of Trafficking

G. HHS Certification Letter for Victim of Trafficking

H. Hospital Birth Record

I. Medicaid Letter

J. Medicare Card

K. Memorandum of Creation of Lawful Permanent Residence with approval stamp (I-181)

L. Military discharge papers (DD-214)

M. Notice of Action (I-797) referencing pending I-360, I-485 or other application for adjustment of status to LPR

N. Order issued by the USCIS, an immigration judge, the Board of Immigration Appeals (BIA) or a federal court granting registry, suspension of deportation, cancellation of removal, or adjustment of status

O. Passport from the Federated States of Micronesia, Republic of Palau or Republic of the Marshall Islands P. Permanent Resident Card (I-551) or Resident Alien Card (I-151)

Q. Reentry Permit (I-327)

R. Refugee Travel Document (I-571)

S. U.S. Passport or Passport Card

T. Voter Registration Card

In order to prove Legal Permanent Resident (LPR) or Conditional Permanent Resident status, one of the following documents is required of all adult family members:

U. Permanent Resident Card ("Green Card") (Form I-551) or Alien Registration Card (Form I-151, no longer issued)

V. Arrival/Departure Record (Form I-94) stamped to show temporary evidence of LPR or "I-551" status

W. Memorandum of Creation of Lawful Permanent Residence with approval stamp (I-181)

X. Order issued by the USCIS, an immigration judge, the Board of Immigration Appeals (BIA) or a federal court granting registry, suspension of deportation, cancellation of removal, or adjustment of status and Legal Permanent Resident (LPR) status

Y. Reentry Permit (I-327)

V. Use of Systematic Alien Verification for Entitlements (SAVE) Program Verification Information System (VIS) (https://save.uscis.gov/web) for MAP Applicants. The Program Representatives will utilize the SAVE VIS to verify an applicant's immigration status and sponsorship for MAP applicants only and in the following situations: The applicant presents an unexpired Form I-327-Reentry Permit, or Form I-15I-Resident Alien Card, or I-55I-Legal Permanent Resident Card issued within the last 3 years and does not have a code that indicates a sponsor's income is exempt (refer to Income, Section III.A). The applicant presents an expired or unexpired I-94-Arrival and Departure Record. If the results from the SAVE VIS inquiry are not immediately available, the Program Representative will make an eligibility determination based on the information available. If the results from the SAVE VIS inquiry indicate that an applicant was given coverage to which they were not entitled, their coverage will be changed or

terminated and the client will be notified by phone or mail of such action. All information obtained through the SAVE VIS Program must be kept confidential and utilized only for the purposes outlined by Central Health Eligibility Services. An employee who violates SAVE Program policy or procedures may be subject to disciplinary action up and including termination of employment.

VI. Special Conditions or Exceptions

A. The Program Representative may make exceptions for clients who are unable to secure the required documentation. The following documents can be accepted to meet the U. S. residency requirement:

1. Affidavit (1 year exception) on a one-time-basis

2. Notarized Affidavit (on-going) when all other options have been exhausted

B. All exceptions must be noted in the eligibility database in the Notes Section.

Eligibility Services Policy Manual

Determination of Family Size Policy

Purpose: To appropriately determine family size for eligibility purposes for the Medical Access Program (MAP).

I. Definition of Family Unit

A. Family of One

1. An adult living alone.

2. An emancipated minor. The emancipated determination is a legal process in which a judge can decide that a minor has the same legal rights as an adult and covers a person who is under age 18, has been married and the marriage has not been annulled.

3. An adult living with others who are not legally responsible for the adult's support.

4. A minor child living alone or with others who are not responsible for the child's support.

5. A pregnant minor child living alone or with others, including the minor's parent(s). The minor's parents' ('s) family size excludes the pregnant minor.

B. Two or More

1. Two or more persons living together, except for temporary absences, who are legally responsible for the support of the other person. Legally responsibility for support exists between:

a) Persons who are legally married, including minors

b) Persons who are in a legal, informal marriage (a.k.a. common-law marriage). In a legal informal marriage, both parties must (1) live together in Texas; (2) represent to the public that they are husband and wife; and (3) be free to marry.

c) One or both legal parents, including minors, and their legal minor children

d) A legal guardian, a minor child, and the legal guardian's spouse and other legal minor children, if any.

e) One or both adult caretakers of minors and the caretaker's legal minor children. Note: A caretaker is one or both adult(s) who perform parental functions for a minor. Parental functions are the provision of food, clothing, shelter, and supervision of the minor.

C. Additionally count the following:

1. Minor children who are siblings

2. An unborn child if proof of pregnancy is provided and the individual is not seeking a pregnancy termination

II. Proof Required

A. The following documentation serves dual purposes for minors, U.S. residency and familial relationship, except where noted:

1. Birth certificate
2. Hospital birth record
3. Medicaid letter
4. Internal guardianship letter*
5. Child Protective Services (CPS) documentation*
6. School records*
7. Notarized statement from parent releasing the child to other individuals*
8. Court documents
9. Baptismal certificate

*Proof of familial relationship only.

III. Special Conditions or Exceptions

A. Program Representatives may make an exception for clients who are unable to secure the required documentation. The following document can be accepted on a one-time-basis to meet the familial relationship requirement.

1. Affidavit (Exception valid for 1 year)
2. All exceptions must be noted in the eligibility database in the Notes Section.

Assets/Resources Policy

Purpose: To appropriately determine assets/resources for eligibility purposes for the Medical Access Program (MAP).

To qualify for MAP, a client and his/her family must have assets less than or equal to the allowable limit:

Allowable Asset/Resource Limit

Family Size	Asset(s)/Resources Limit
1	$5,000
2	$6,000
3	$7,000

4	$8,000
5	$9,000
6+	10,000

I. Counted Assets/Resources

The following assets/resources are counted:

A. Real property unless:

1. It annually produces income consistent with its fair market value

2. The household is making a good effort to sell it

3. It is jointly owned with other individuals not applying for or receiving benefits and the property cannot be divided

B. Accessible liquid resources such as checking or savings accounts, certificates of deposit (CDs), notes, stocks or bonds

C. Lump sum payments that are deposited into any accessible liquid resource account (i.e. insurance or lawsuit settlements, lump sum retirement benefits, retroactive lump-sum RSDI dividends, royalties, mineral rights, mileage reimbursement payments, refunds from security deposits on rental property or utilities, etc.)

D. Lump sum child support payments in the month received unless the child receives Medicaid

E. Income-producing property unless essential for the household member's employment or self-employment

II. Exempt Assets/Resources

The following assets/resources are exempt:

A. Tax exempt retirement accounts or plans established under Internal Revenue Code of 1986 (i.e. 401(k), Keogh plan, Roth IRA, Simple IRA, Simplified Employer Plan (SEP) and a pension or traditional benefit plan

B. Burial plots

C. Vehicles

D. Income-producing property that is essential to a household member's employment or self-employment (e.g. tools of a trade, farm machinery, stock and inventory) or annually produces income consistent with its fair market value

E. Homesteads

1. A homestead is the household's usual residence and surrounding property that is not separated by property owned by others. Surrounding property that is separated by public rights of way such as roads is considered as part of the homestead.

2. If a homestead, located in Travis County, is unoccupied because of employment, training for future employment, illness (including health care treatment), casualty (fire, flood, state of disrepair, etc.,), or natural disaster, exempt if the client intends to return.

3. Families that do not currently own a home but own or are purchasing a lot on which they intend to build or are building a permanent home, receive an exemption for the lot and, if partially completed, for the home.

F. Irrevocable trust funds

G. Property in probate

H. Security deposits on rental property and utilities

I. Cash value in burial or life insurance policies

J. Jointly Owned Property

1. If the property is jointly owned by the household and other owners and the household proves that:

a) The property cannot be sold or divided without the other owner's consent, and

b) The other owners will not sell or divide the property

K. Personal possessions

L. Lump sum child support payments for a child that receives Medicaid

M. Federal Income Tax Refunds

III. Verification of Assets/Resources

The following may be used to verify assets/resources:

A. Checking and savings accounts monthly statements

B. Certificate of Deposit last statement or report within a 3-month period prior to the initial appointment date

C. A tax receipt or appraisal on any property that is not the homestead

D. Verification of a loan/lien used to determine the equity value if the client claims that the family retains an existing loan/lien on real property

E. Self-declaration of the value of their assets if the value places them over the allowable limit

IV. Liquidation of Assets

A. If a client is denied because he/she exceeds the assets/resources limit, the client must be informed that in order to qualify for MAP at a future date, he/she must provide receipts for the amount exceeding the allowable limit. (e.g., if a Client has $6,000 in assets, he/she must provide $1,000 in receipts)

B. If the client cannot supply receipts, the Program Representative should review the client's monthly expenses to project the amount of time his/her expenses would eliminate the assets/resources exceeding the allowable limit (e.g., if an Client has $6.000 in assets and $500 in monthly expenses, the client may reapply in 2 months if he/she cannot secure receipts).

Income Policy

Purpose: To determine income for eligibility purposes for the Medical Access Program (MAP).

I. MAP Income Guidelines

II. Clients may be eligible for MAP based on the income guidelines and situations listed below:

A. Up to 100% of the Federal Poverty Guideline

1. Travis County residents who meet the U. S. Residency Policy

B. Up to 200% of the Federal Poverty Guideline

1. Travis County residents who meet one of the following criteria:

a) Have been determined disabled through the Social Security Administration including the homeless; or

b) Meet the U. S. Residency Policy and are elderly (67 years or older); or

c) Are undocumented and elderly (67 years or older) and can show 20 continuous years of residency in the United States.

C. Unemployed and approximately 21% of the Federal Poverty Guideline or employed and approximately 35%-48% of the Federal Poverty Guideline

1. Travis County residents who are undocumented.

III. Sponsor's Income Requirements

A. If a client presents a Permanent Resident Card (I-551) received within the last 3 years and was sponsored into the United States, count both the client's and sponsor's earned and unearned income unless one of the following exceptions applies:

1. The sponsor receives SSI or TANF and also has Medicaid.

B. The individual's Permanent Resident Card (I-551) has a code that indicates the individual is in one of the following immigrant categories:

1. Abused spouse or children, parents of abused children, or children of abused spouse

2. Afghan and Iraqi Special Immigrant

3. Conditional Entrant (Refugee)

4. Asylee

5. Cuban/Haitian Entrant

6. Conditional Permanent Resident

7. Parolee

8. NACARA 203 Relief (Immigrant under Nicaraguan Adjustment and Central American Relief Act, Section 203)

9. Victim of Trafficking or Crime

10. Refugee

C. The individual claims to be a victim of battery, abuse, or cruelty from their sponsor and he/she is no longer living with that sponsor:

1. Example A: Client X applies for MAP and presents a Permanent Resident Card. In addition to other documentation, she is asked to produce a statement from her sponsor regarding his income. The client states that the sponsor is her uncle and he works as a gardener. However, she is unable to ask for a statement from him because she called the police and charged him with assault.

Assuming the client meets all other criteria and she states she no longer lives with her sponsor, the client would be exempt from providing a statement from her sponsor, and determined eligible for the MAP Program.

2. Example B: Client Z applies for MAP and presents a Permanent Resident Card. In addition to other documentation, she is asked to produce a statement from her sponsor regarding his income. The Client states that her sponsor was her mother but she is now dead. As a result, she is not able to provide a statement regarding her sponsor's income. While examining her Permanent Resident Card, the interviewer notices a code on her card identifies her sponsor as a sibling. The client admits that the sponsor is her brother and that he works as a gardener. However, she is unable to ask for a statement from him because she called the police and charged him with assault.

Assuming the Client meets all other criteria, the interviewer will also ask for information regarding her brother's arrest. In this case, a police report. Only after this criterion is met will the client be determined eligible for MAP. The client misrepresented who her sponsor was and now must provide evidence of abuse.

IV. Income Frequency and Multipliers

MAP eligibility is based on the last 4 weeks of income including the day of their appointment and is determined by the frequency with which the client receives the income.

A. Weekly

1. The last 4 weeks of income including income received the day of their appointment (e.g., if the client is paid every Friday and the initial appointment is Wednesday, the 4-week period would begin with the last Friday the client received income).

2. The weekly income multiplier is 4.33.

B. Bi-weekly/Every Two Weeks

1. The last 2 payments the client received including payment received the day of their appointment.

2. The bi-weekly/every two weeks income multiplier is 2.17.

C. Semi-monthly

1. The last 2 payments the client received including payment received the day of their appointment.

2 .The semi-monthly income multiplier is 2.

D. Monthly

1. The last payment the client has received including payment the day of their appointment.

V. Counted Income

A. The following income should be counted:

1. Wages, salaries and commissions for each household member unless otherwise exempted

2. Income from loans received on a regular monthly or weekly basis

3. Earned income received by a student on a regular monthly or weekly basis except for income received from a work-study program

4. Child support payments after deducting up to $75 from the total monthly child support payments the household receives

5. Long and Short-Term Disability Insurance payments

6. Social Security Disability Income (SSDI) (exclude income for individuals with both SSDI and SSI as they are eligible for Medicaid)

7. Workforce Investment Act (WIA) On-the-Job (OJT) Program payments to adults (Note: payments to a child under 19 are exempt)

8. Military pay minus pay withheld to fund education under the G.I. Bill

9. Pension or retirement benefits

10. Retirement, Survivors, and Disability Insurance (RSDI) benefit amount including Survivors payments for a child not on Medicaid minus any amount being recouped for prior overpayment

11. Regular trust fund income

12. Tip income

13. Unemployment Compensation Payments minus any amount being recouped for prior overpayment

14. Veteran's Administration Payments minus any amount being recouped for prior overpayment

15. Workers' Compensation Payments except for payments paid to reimburse the household for out-of-pocket health care expenses

16. Dividend, interest and royalty income

B. Lump sum payments will be considered under the Assets/Resources policy.

VI. Exempt Income

A. The following income should not be counted:

1. Crime Victim's Compensation payments

2. Federal Income Tax Returns

3. Mileage Reimbursement

4. Energy Assistance payments

5. Earned income received by a family member under 18 years of age if the minor is enrolled in school full or part-time (e.g., high school, GED, or any vocational institution). Verification of school attendance is not required.

6. A client's income that ceases during the four week period

7. Educational assistance (i.e. work-study income and loans, scholarships, and grants received in a lump sum payment, to the institution or student)

8. Child support payments for a child that is also receiving Medicaid

9. Adoption payments

10. Foster care payments

11. Government disaster payments

12. In-kind income (i.e. clothing, public housing, food, etc.)

13. Workforce Investment Act (WIA) On-the-Job Program payments to a child under 19

14. Income from an individual receiving both RSDI and Social Security Income (SSI) or SSDI and SSI, only SSI or TANF (Note: These individuals also receive Medicaid.)

15. RSDI survivor's benefit amount for a child on Medicaid

16. Money received that is intended and used for the maintenance of a person who is not a member of the household

17. Amounts being recouped for prior overpayments for RSDI, unemployment compensation, VA and worker's compensation payments.

18. Payments made under any of the following programs:

    a) AmeriCorps

    b) Food Stamp Program, Supplemental Nutrition Assistance Program (SNAP)

    c) Foster Grandparents

    d) Learn and Serve

    e) National Senior Services Corps (Senior Corps)

    f) Nutrition Program for the Elderly (Title III, Older American Act of 1965)

    g) Senior Companion Program

    h) Volunteers in Service to America (VISTA)

    i) Women, Infants, and Children (WIC) Program

VII. Additional Considerations in Counting Income

A. If a client recently began employment (verification not required) use the rate of pay and the number of hours to be worked per week to calculate the monthly income.

B. If a client receives sporadic income from any source (excluding mileage reimbursement), the average weekly amount will be converted to a monthly figure.

C. Seasonal workers such as teachers or school employees and agricultural workers will have their annual income from this source divided by 12 to determine average monthly income. Verification of seasonal income includes:

1. Telephone verification

2. Employment Verification Form

3. IRS document

VIII. No Income

Clients are not allowed to self-declare they have no income. Clients who declare they have no income must complete and sign a Zero Income Statement.

IX. Self-Employment

Self-employment income is earned or unearned income (i.e. rental income) available from one's own business, trade, or profession rather than from an employer. In addition, if an employer does not withhold FICA of income taxes, even if required to do so by law, the person is considered self-employed (i.e. day laborer, house cleaning, etc.). Self-employment income is calculated on a monthly basis, using the monthly income calculation. The client completes an Applicant Statement of Self-Employment form and provides verification of income (e.g., checks, income log generated by the client). Receipts for allowable

expenses must be provided for 30 days prior to the date of the interview if the client wishes to deduct allowable expenses. Listed below are the allowable and unallowable expenses.

A. Allowable Expenses

1. Labor

2. Fuel for equipment (e.g., lawn mowers and chain saws)

3. Machinery/ equipment repairs

4. Lease or rent for office space and utilities (business use only)

5. Supplies (e.g., paint brush, shovels, hammer, food for business purposes only)

6. Transportation costs

a) The client may choose to use the IRS mileage rate per business use mile or keep track of expenses. Mileage logs indicating all business related mileage is counted at 100% but no other vehicle expenses will be deducted (e.g., insurance, repairs, or fuel). The log must have the following information: date of trip, number of miles driven, and the purpose of the trip. Example: If the client presents a mileage log that states 500 miles were driven for business only expenses, then multiply the number of miles and the IRS mileage rate to determine the allowable expense.

b) Repairs, insurance, and fuel are prorated on the percent of the time that the client states that the vehicle is used for business- related activities.

7. Example: If the client states that the vehicle is used 60% of the time for business purposes, then 60% of the total of the business vehicle expense receipts will be counted as an expense.

8. Business travel related expenses (e.g., parking and hotels)

9. Communication devices (e.g., pagers and cell phones)

a) Prorate bills on the percent of the time that the Client states the device is used for business-related activities. Example: If the client states that the device is used 50% of the time for business purposes, then 50% of the bill/receipt will be counted as an expense.

10. Capital asset improvements

11. Capital asset purchases such as real property, equipment, machinery and other durable goods expected to last at least 12 months (e.g., vehicle, lawn mower, and refrigerator)

12. Identifiable costs of seed and fertilizer

13. Insurance premiums

14. Interest from and principal payments for business loans on income producing property

15. Linen service

16. Property tax

17. Raw materials

18. Sales tax

19. Utilities

20. Credit card charges for any of the above

B. Unallowable Expenses

21. Primary residence mortgage/lease

22. Primary residence utilities

23. Meals

24. Recreational expenses

25. Costs related to producing income gained from illegal activities such as prostitution and the sale of illegal drugs

26. Depreciation

C. The allowable/unallowable expense list above is not all-inclusive and each case may be reviewed on a case-by-case basis. All allowable expenses listed as deductions, must be verified by a receipt.

X. Required Documentation

One of the following is required for income documentation to verify each source of income received by all family members:

Frequency of Income/ Type of Income	**Required Documentation**	**Agency to Supply Documentation**
1. Weekly income	The last 4 weeks including pay received the day of their appointment for which the Clients have received payment (e.g., if the Client is paid every Friday and the initial appointment is Wednesday, the 4-week period would begin with the last Friday the Client received income).	Client's employer
2. Biweekly/Every two weeks	The last 2 payments the Client income has received including pay received the day of their appointment.	Client's employer

3. Semi-monthly income	The last 2 payments the Client has received including pay received the day of their appointment.	Client's employer
4. Monthly income	The last payment the Client has received including pay received the day of their appointment.	Client's employer
5. If the Client cannot provide any of the above documentation, the Client's employer may complete a Central Health Employment Verification Form	---------	Client's employer
6. Central Health Applicant Statement of Self-Employment Form	Checkbook(s)/ check register is not considered proof of income or expenses. Receipts for allowable expenses must be provided for the 30 days prior to the date of the interview if the Client wishes to deduct allowable expenses. Please see list of allowable/unallowable expenses listed in Section IX.A and B.	Client
7. Child support	Printout, receipts or a letter from ex-spouse paying child support or any documentation that substantiates the amount and frequency received from the ex - spouse	The Office of Attorney General or documentation from ex -spouse
8. V.A. Benefits	Benefits letter	Veteran's Administration
9. Retirement Benefits	Benefits letter	Client's retirement program
10. Bank statements (for interest payments)	Bank statement(s)	Client's bank
11. Retirement, Survivor's, Disability Insurance Benefits	RSDI benefits letter	Social Security Administration
12. If the Client is being supported by someone else, the Client can provide a written statement from the person supporting them or the supporter can complete a Central Health Residence and Financial Support Statement	Central Health Residence and Financial Support Statement	Client's supporter

13. Worker's Compensation	Worker's Compensation Benefits letter	Texas Department of Insurance Division of Workers' Compensation
14. Unemployment Benefits	Unemployment Benefits letter or check stubs	Texas Workforce Commission
15. Day laborer income	Affidavit	
16. Workforce Investment Act (WIA) On-the-Job Training Program payments	Copy of WIA OJT acceptance letter and/or training plan	Texas agency case managing participant
17. Zero Income	Signed Zero Income Statement	Client

Similar Benefits Policy

Purpose: To determine the appropriate eligibility funding source for the Medical Access Program when other alternatives exist.

Central Health is the payer of last resort. Therefore, all clients are screened for other coverage/benefits. Those who have or are potentially eligible for similar benefit(s) are considered for MAP as follows:

I. Active Similar Benefits

A client who has any of the below active coverage does not qualify for MAP:

A. Supplemental Security Income (SSI) with Medicaid

B. Temporary Assistance for Needy Families (TANF) with Medicaid

C. Medicaid

D. Medicare

E. Children's Health Insurance Program (CHIP)

F. Children with Special Healthcare Needs (CSHCN)

G. Private or employer-sponsored health insurance coverage

H. Veteran's Administration

If a client has been previously denied for Medicaid or CHIP for a valid reason (i.e. noncompliance is not a valid reason), they will be allowed to reapply for MAP if the denial letter is less than 60 days old and there have been no changes in status. If the denial letter is more than 60 days old and they again screen eligible for Mediciaid or CHIP, they will be denied for MAP and again referred to Medicaid and CHIP. They may reapply for Medicaid or CHIP at any time.

II. Potentially Eligible for Similar Benefits

A client who is determined to be potentially eligible for a similar benefit will be considered for MAP as follows:

A. Temporary Assistance to Needy Families (TANF) with Medicaid

1. If the client is potentially eligible for TANF/Medicaid and does not currently receive benefits, they would be denied for MAP and a Medicaid application would be submitted on the client's behalf.

2. If a client has been previously denied for TANF/Medicaid for a valid reason (i.e. non-compliance is not a valid reason), they will be allowed to reapply for MAP if the denial letter is less than 60 days old. If the denial letter is more than 60 days old and they again screen eligible for TANF/Mediciaid, they will be denied for MAP and a Medicaid application would be submitted on the client's behalf.

B. Supplemental Security Income (SSI) with Medicaid

1. Clients determined to be potentially eligible for SSI/Medicaid may be eligible for MAP with limited benefits.

C. Veteran's Administration Coverage

1. Clients determined to be potentially eligible for medical services through the Veteran's Administration may be issued coverage for dental benefits through MAP.

III. Documentation Required

A. Medicaid Letter

B. Medicare Card proof from HHSC

C. CHIP Card proof from HHSC

D. CSHCN Letter

E. Private Insurance Card

F. V.A. Card

G. TANF/ Medicaid Denial Letter

Eligibility Services Policy Manual

Length of Issuance Policy

Purpose: To assist Program Representatives in determining the length of issuance for MAP

I. Definition of Issuance

Length of issuance refers to the specific time period a client may have MAP coverage. A client may be eligible for coverage over a period spanning:

A. One to six months

B. Up to one year, or

C. Up to two years.

A length of issuance for any program must not be terminated on a holiday or weekend.

II. Lengths of Issuance by Status

A client should be considered for the appropriate length of issuance based on their status as determined during the eligibility interview. MAP coverage should be issued based on the following criteria:

A. General Public

1. All individuals, including those whom receive Workers' Compensation or unemployment benefits or those who report no income, will be issued MAP coverage for 6 months. The criterion does not apply to individuals who fit the guidelines listed in Section II B through E of this policy.

2. If the family has had 2 consecutive MAP coverage periods without changes in family status and do not have minors over the age of 15 in the household, they may be eligible for a 1 year issuance. Program representatives should also check if these individuals fit the criteria listed under Sections II C through E of this policy prior to making a final determination on the length of issuance.

B. Disabled and/or Elderly

1. All family members may be eligible for a 1 year issuance if they meet all of the following criteria:

a) They are elderly or disabled as evident by retirement or disability benefits (other than Social Security), and

b) They will not be eligible for other benefits (i.e., Medicare or Medicaid) within the 1 year issuance.

C. Individuals Ages 65 Years and Older

1. Family MAP issuances should be terminated on the last day of the month prior to a family member's 65th birthday because the family member may qualify for Medicaid or Medicare coverage. The family may re-apply for coverage to reassess their benefit level.

D. Homeless Individuals

1. Individuals who meet the definition of homeless may be issued coverage not to exceed 6 months (including individuals who are homeless and disabled and eligible for up to 200% of FPIG).

E. Social Security Disability Insurance (SSDI)/ Retirement Survivors Disability Insurance (RDSI)

1. Family MAP issuances that include individuals whose sole income is SSDI or RSDI for a disability should be terminated on the last day of the month prior to their Medicare eligibility date. This guideline does not apply to families with minors over the age of 15 in the household. In these cases, refer to Section II of this policy.

III. Other Factors Affecting Length of Issuance

There may be multiple factors that may affect a client's eligibility for MAP coverage. These factors include, but are not limited to:

A. Moving outside the Travis County limits (coverage should expire the day of the expected change).

B. Changes in family size (coverage should expire the day prior to the expected change of status).

C. Changes in income, resources, or assets (coverage should expire the day prior to the expected change of status).

Annex C
MAP Healthcare Services

Services Facility/Technical and Professional unless otherwise noted	Inpatient includes all services, supplies and testing	Ambulatory	ER	Notes
Medically necessary comprehensive inpatient hospital Covered Healthcare Services, including specialty care services.	x			
Allergy Testing (Skin), serums/injections In office		x		Seton Facilities only and subject to internal coverage guidelines
Needles, syringes for allergy injections		x		If injections to be given at home.
AMNIOCENTESIS and laboratory studies	x	x		When incident to services at a Seton facility.
ANGIOGRAPHY NON-CARDIAC & CARDIAC	x	x		
AUDIOLOGY	x	x		Seton Facilities only
BLOOD & BLOOD PRODUCTS	x	x		
CARDIAC REHABILIATION	x	x		Not to exceed 36 visits
CHEMOTHERAPY - ONCOLOGY - includes drugs	x	x		
CIRCUMCISION	x	x		If covered by MAP
EMERGENT AND URGENT DENTAL	x	x	x	
DETOXIFICATION/DRUG REHABILITATION When Associated With Acute Medical/Surgical Treatment	x			
DIALYSIS - HEMODIALYSIS/PERITONEAL DIALYSIS	x			When incident to services at a Seton facility.
GENETIC TESTING		x		Prior authorization required
HEALTH EDUCATION/NUTRITIONAL COUNSELING	x			When incident to services at a Seton facility.
HYPERBARIC	x	x		
IMMUNIZATIONS	x	x	x	When incident to services at a Seton facility.
INJECTED & INTRAVENOUS MEDICATION	x	x	x	When incident to services at a Seton facility.
LASER TREATMENT NON-COSMETIC	x	x		When incident to services at a Seton facility.

LITHOTRIPSY (ESWL)	x	x		
MAMMOGRAPHY	x	x		When incident to services at a Seton facility or not available at PCP office.
NUCLEAR MEDICINE DIAGNOSTICS	x	x	x	
RADIOLOGY SERVICES	x	x	x	
LABORATORY SERVICE	x	x	x	When incident to services at a Seton facility or not available at pcp office.
ENDOSCOPIC STUDIES	x	x		
Other DIAGNOSTIC SERVICES PERFORMED	x	x		When not available at a PCP office
Intraocular lens (Incident to Cataract\Corneal Surgery)	x	x		When incident to services at a Seton facility.
Medically Necessary Ophthalmology Care (including YAG, retinal procedures, etc)	x	x		
Surgical Services	x	x		
Surgically Implanted Prosthetics	x	x		When incident to services at a Seton facility.
PLASTIC & RE-CONSTRUCTIVE SURGERY	x	x		When incident to services at a Seton facility.
Professional services	x	x	x	When incident to services at a Seton facility.
NON-ONCOLOGY RADIATION THERAPY	x	x		Professional and technical services
ONCOLOGY RADIATION THERAPY	x	x		Technical services only
REHABILITATION SHORT TERM (ie. PT, OT, SPEECH, COGNITIVE)	x	x		
RESPIRATORY THERAPY	x	x	x	
SLEEP STUDY		x		
EMERGENCY ROOM CARE IN - AREA AT A SETON FACILITY			x	
HOME BASED SERVICES				**Prior authorization required**
SUPPLIES - DISPOSABLE				
REHABILITATION SHORT TERM (ie. PT, OT, SPEECH)				
Infusion Therapy (ie. IV antibiotics, IV hydration, TPN, pain management and enteral nutrition)				
Drug delivery, administration, supplies & appropriate training				
IV Chemo (includes drugs)				
Nursing Assessment & Care				
DURABLE MEDICAL EQUIPMENT				
ORTHOTICS as defined by HCPCS				Custom orthotics not included
Splints and Braces				Custom splints and braces not

		included
PROSTHETICS as defined by HCPCS		Custom prosthetics not included. This includes prosthetic limbs.
Supplies – disposable		
Insulin pump supplies		

OUTPATIENT SPECIALTY CARE SERVICES

Specialist Physician Care Services:
Covered specialists are listed below and are limited to general specialty services.

- Allergy work-up
- Anesthesiology
- Cardiology Services
- Cardio-Thoracic Surgery
- Colon/Rectal Surgery
- Dermatology
- Emergency Medicine
- Endocrinology
- Gastroenterology
- General Surgery
- Gynecology Oncology
- Hand Surgery
- Hematology/Oncology
- Infectious Disease
- Nephrology
- Neurology
- Neurosurgery
- Ophthalmology
- Orthopedics
- Otolaryngology
- Pain Management - Limited coverage of acute conditions only and subject to MAP guidelines and exclusions.
- Pathology
- Plastic Surgery
- Podiatry
- Pulmonary
- Radiology
- Rheumatology
- Urology
- Vascular Surgery

Includes the following services:

- Office visits
- Office diagnostic procedures
- Office surgical procedures
- Outpatient hospital diagnostic or medical and surgical procedures
- Inpatient diagnostic and medical and surgical procedures
- Hospital visits
- Disposable medical supplies and medications routinely provided during an office visit
- Routine laboratory services as ordered by the specialist

The following services and related items are excluded from coverage:

Services not provided by Seton or Seton providers.

Services that not medically necessary, which are not incident to and necessary for the treatment of an injury or illness.

Reproductive Related Procedures

Diagnostic testing for infertility.

Reversal of sterilization procedures and concurrent or subsequent related expenses.

Care for sexual dysfunction unrelated to organic disease.

Any other procedure that is in contravention to the Ethical and Religious Directives for Catholic Health Care services, which include but not limited to the following:

- Devices or drugs used for the purpose of contraception
- Infertility treatment. Among the procedures not covered are:
    - Drug therapy
    - Lab and radiology services and physician office visits related to infertility diagnosis and treatment
    - Artificial insemination
    - Costs associated with donation, preservation, preparation, analysis and storage of sperm, eggs or embryos.
    - Embryo transplants
    - In vitro fertilization, including implantation of fertilized egg or embryo
    - Low tubal transfers
    - Gonadotropins and other drugs used to induce ovulation
    - Ultrasound monitoring for the evaluation or treatment of infertility
- Abortions by any technique, i.e. insertion of laminaria (except to initiate labor in case of intrauterine death of fetus), intra-amniotic injection for abortion of a living fetus, hysterectomy, dilatation and curettage of uterus, aspiration curettage of menstrual extraction or regulation, or any medical or surgical termination of an intact, intrauterine pregnancy prior to viability.
- Expenses incurred for voluntary sterilization by any technique.

- Any costs related to surrogate parenting.
- Any assisted reproductive technology or related treatment that is not specified elsewhere in this agreement.
- Surgical procedures consisting of sex reassignment or sex change and related treatment including hormone therapy and medical or psychological counseling.
- Amniocentesis for the sole purpose of fetal sex determination.

All other exclusions:

1. All services that have been denied through pre-authorization by the CCC or Seton;
2. Services, supplies and equipment provided or primarily utilized outside the boundaries of Travis County unless provided under an agreement between Seton and the provider;
3. Services and supplies for persons whose primary residence is outside the boundaries of Travis County;
4. Services and supplies to any individual who is a resident or inmate in a public institution;
5. In-patient hospital and related services for a patient in an institution for tuberculosis, mental disease, or a nursing section of a public institution for the mentally retarded;
6. Services provided for any work-related illness, injury or complication thereof arising out of the course of employment for which Worker's Compensation Benefits or any other similar regulation of the United States are provided or should be provided according to the laws of the state, territory or subdivision thereof governing the employer under which such illness or injury occurred;
7. Services or supplies provided in connection with cosmetic surgery except as required for the repair of accidental injury if the initial treatment is received within 12 months of the accident in which the injury was sustained, or for improvement of the functioning of a malformed body member, or when prior authorization is obtained for other medically necessary purposes;
8. Services, supplies and medications for which benefits are available under a manufacturer's Patient Benefit Program, or any other contract policy or insurance which would have been available in the absence of coverage;
9. Services payable by any health, accident, or other insurance coverage; or by any private or other governmental benefit system, or any legally liable third party;
10. Services, supplies or medications considered experimental or investigational, i.e., services and items which have not been approved for marketing by the Food and Drug Administration Services;
11. Supplies or medication related to infertility;

12. Any services to include, but not be limited to, drugs, surgery, medical or psychiatric care or treatment for transsexualism, gender dysphoria, sexual re-assignment or sex change;

13. Procedures that relate to obesity, obesity therapy and/or special diets (including medically supervised fasting and liquid nutrition) related to weight reduction whether necessitated by surgery or a specifically identified medical condition;

14. Services provided by an interpreter;

15. Services provided by a relative of the enrollee or a member of his or her household;

16. Services and supplies that are provided under any governmental plan or law under which the individual is or could be covered (e.g., Victims of Crime, Texas Rehabilitation Commission, Veteran's Benefits, Medicare, Medicaid, TRICARE, CHAMPUS, etc.);

17. Co-insurance fees and deductibles;

18. Charges for services not medically necessary, which are not incident to and necessary for the treatment of an injury or illness;

19. Charges for acute hospital services and supplies provided as an inpatient to the extent that it is established upon review of the claim submitted that the enrollee's condition did not require a hospital level of care and could have been provided safely at a lesser level of care;

20. Charges for hospital care and services rendered after the patient has been discharged from the hospital by the attending physician, or for hospital care and services when a registered bed patient is absent from the hospital;

21. Charges resulting from or in connection with the commission of any illegal act, occupation or event (including the commission of a crime or violation of conditions of probation) if the covered individual is incarcerated;

22. Charges resulting from or in connection with any acts of war, declared or undeclared, or any type of military conflict, charges incurred due to diseases contracted or injuries sustained in any country while such country is at war or while en route to or from any such country at war, charges resulting from illness/injuries incurred while engaged in military services;

23. Inpatient and Intensive outpatient rehabilitation;

24. Charges for custodial or sanitaria care, rest cures, or for respite care;

25. Charges for care and treatment of mental and/or nervous disorders, psychiatric treatment or individual, family, or group counseling services unless as a co-morbidity or secondary diagnosis during an inpatient stay;

26. Charges for treatment programs for substance abuse and/or detoxification.

27. Charges for non-emergency air transport;

28. Charges for private room except when appropriate documentation of medical necessity is provided;

29. Charges for Chiropractic services/treatment;

30. Charges for Rolfing;

31. Charges for acupuncture, acupressure, or biofeedback;

32. Charges for services rendered by a massage therapist;

33. Charges for hypnosis;

34. Charges for eye refractions, eye glasses, eye exercises, contact lenses, or other corrective devices, including materials and supplies, or for the fitting or examinations for prescribing, fitting or changing of these items;

35. Charges for whole blood or packed red cells that are available at no cost to the client;

36. Charges for autologous blood donations;

37. Charges for blood clotting factors;

38. Charges for luxury/entertainment items (e.g., TV, video, beauty aids, etc.);

39. Charges/fees for completing or filing required forms/pre-authorizations;

40. Charges which accumulate during any period of time in which the client removes rental equipment from the delivery site and fails to immediately notify Seton of the new location;

41. Autopsies;

42. Cellular Therapy;

43. Chemolase injections (Chemodiactin, Chymopapain);

44. Chemonucleolysis intervertebral disc;

45. Dermabrasion;

46. Dialysis (in-patient or out-patient) or supplies related to dialysis, except for acute conditions not related to chronic renal failure while in the inpatient setting;

47. Educational counseling;

48. Ergonovine provocation test;

49. Fabric wrapping of abdominal aneurysms;

50. Hair analysis;

51. Histamine therapy - intravenous;

52. Professional component of Hospice Services

53. Hyperactivity testing;

54. Hyperthermia;

55. Immunotherapy for malignant disease;

56. Immunizations required for travel outside the United States;

57. Implantations (e.g., silicone, saline, penile, etc.);

58. Joint sclerotherapy;

59. Laetrile therapy;

60. Organ transplants, medications and/or treatments associated with the transplant;

61. Orthodontic treatment, crown, and bridge procedures;

62. Specialized pain management programs and/or treatment designed to provide chronic pain care unless provided through contracted MAP providers

63. Prosthetic eye or facial quarter;

64. Radial and hexagonal keratotomy or refractive surgeries; keratoprosthesis/refractive keratoplasty;

65. Routine circumcision for clients one year of age or older;

66. Sterilization reversal;

67. Tattooing and/or tattoo removal;

68. Thermogram;

69. TORCH screen;

70. Adaptive equipment for daily living such as eating utensils, reachers, handheld shower extensions, etc.;

71. Admission kits;

72. Air cleaners/purifiers;

73. Any equipment, supplements, or supplies not ordered by a physician or provider and/or not considered appropriate and necessary to treat a documented medical condition/disease process;

74. Augmentive communication devices, e.g., TTY device, artificial voice box, and machinery of this nature;

75. Bed cradles;

76. Bladder stimulators (pacemakers);

77. Car seats;

78. Cervical pillows;

79. Electric wheelchairs or scooters (outpatient);

80. Enuresis monitors;

81. Equipment or services not primarily and customarily used to serve a medical purpose (e.g., an air conditioner might be used to lower room temperature to reduce fluid loss in a cardiac patient or a whirlpool bath might be used in the treatment of osteoarthritis, however because the primary and customary use of these items is a non-medical one, they cannot be considered as medical equipment);

82. Evaluations for learning disabilities;

83. Feeding supplements (e.g., Ensure, Osmolyte) and supplies for long-term use;

84. Hearing aids;

85. Home and vehicle modifications, including ramps, tub rails/bars;

86. Humidifiers, except when used with respiratory equipment (e.g., oxygen concentrators, CPAP/BIPAP, nebulizers, or for clients with a tracheostomy ;

87. Implantable medication pumps and related supplies;

88. Over bed tables;

89. Prosthetic breasts and mastectomy bras;

90. Thermometers;

91. Vocational, educational, exercise, and recreational equipment;

92. Waist/gait belts;

93. Whirlpool baths and saunas;

94. Treatment or correction of temporomandibular joint (TMJ) dysfunction;

95. Refills or prescriptions in excess of the number specified by the Doctor, or refills dispensed one year or more after the date of the Doctor's original order.

Annex D
Terminated Agreements

(1) Amended and Restated Lease Agreement, entered into as of October 27, 2006, by and between Travis County Healthcare District and Seton Family of Hospitals (f/k/a Daughters of Charity Health Services of Austin), as amended by: (a) Letter Agreement effective as of November 1, 2006, which was terminated effective as of July 1, 2008; (b) Letter Agreement effective as of July 1, 2008; (c) Letter Agreement effective as of September 30, 2008; (d) First Amendment to the Amended and Restated Lease Agreement dated as of October 1, 2010; and (e) Second Amendment to the Amended and Restated Lease Agreement dated effective as of July 1, 2012, which was rescinded by Landlord and Tenant in its entirety with effect as of such date, together with all amendments and supplements thereto and restatements thereof, executed and delivered by the parties thereto or their respective legal representatives, successors and assigns.

(2) Provider Agreement, effective as of March 1, 2006 or April 1, 2006, by and between the Travis County Healthcare District and Seton Family of Hospitals (f/k/a Daughters of Charity Health Services of Austin), together with all amendments and supplements thereto and restatements thereof, executed and delivered by the parties thereto or their respective legal representatives, successors and assigns.

(3) Agreement for Primary Care Services, effective as of August 1, 2010, by and between Travis County Healthcare District and Seton Family of Hospitals (f/k/a Seton Healthcare), together with all amendments and supplements thereto and restatements thereof, executed and delivered by the parties thereto or their respective legal representatives, successors and assigns.

(4) Agreement for Insure-A-Kid Support Services by and between Travis County Healthcare District and Seton Healthcare, effective as of December 1, 2010.

(5) Agreement for Internal Medicine Services among Travis County Healthcare District, the University of Texas Medical Branch at Galveston, and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of August 1, 2008.

- First Renewal and Amendment of Agreement for Internal Medicine Services among Travis County Healthcare District, the University of Texas Medical Branch at Galveston, and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of August 1, 2009.

- Second Amendment and Second Renewal of Agreement for Internal Medicine Services among Travis County Healthcare District, the University of Texas Medical Branch at Galveston, and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of October 26, 2010.

- Third Amendment and Third Renewal of Agreement for Internal Medicine Services among Travis County Healthcare District, the University of Texas Medical Branch at Galveston, and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of August 1, 2011.

(6) Agreement for Family Medicine Services by and between Travis County Healthcare District and CTMF, Inc. d/b/a Austin Medical Education Program, effective as of December 1, 2008.

- First Amendment and Renewal of the Agreement for Family Medicine Services by and between Travis County Healthcare District and CTMF, Inc. d/b/a Austin Medical Education Program, effective as of December 1, 2009.

- Second Amendment of the Agreement for Family Medicine Services by and between Travis County Healthcare District and CTMF, Inc. d/b/a Austin Medical Education Program, effective as of June 1, 2010.

(7) Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of February 1, 2009.

- First Amendment to the Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of June 15, 2009.

- First Renewal to the Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of February 1, 2010.

- Second Renewal and Second Amendment to the Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of February 1, 2011.

- Third Renewal and Third Amendment to the Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of October 1, 2011.

- Fourth Renewal and Fourth Amendment to the Agreement for Specialty Care Services between the Travis County Healthcare District and Daughters of Charity Health Services of Austin d/b/a University Medical Center at Brackenridge, effective as of October 1, 2012.

(8) Collaboration Agreement for Mammography Equipment, effective as of October 1, 2011, by and between Travis County Healthcare District and Seton Healthcare Family.

Annex E

GUARANTY

As a material inducement to **TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH**, a political subdivision of the State of Texas ("**Central Health**"), and Community Care Collaborative, a Texas nonprofit corporation ("**CCC**"), to enter into the foregoing Omnibus Healthcare Services Agreement, dated June 1, 2013 (the "**Agreement**"), among Central Health, CCC and **SETON FAMILY OF HOSPITALS**, a Texas nonprofit corporation ("**Seton**"), **SETON HEALTHCARE FAMILY**, a Texas nonprofit corporation ("**Guarantor**"), hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Seton (and any assignee) under the Agreement and any extensions or renewals of and amendments to the Agreement. This Guaranty is an absolute, primary, and continuing, guaranty of payment and performance and is independent of Seton's obligations under the Agreement. Guarantor shall be primarily liable, jointly and severally, with Seton and any other guarantor of Seton's obligations under the Agreement. Guarantor waives any right to require Central Health or CCC to (a) join Seton with Guarantor in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Seton's obligations under the Agreement, or (c) pursue or exhaust any other remedy in Central Health's or CCC's power under the Agreement.

Until all of Seton's obligations to Central Health and CCC have been discharged in full, Guarantor shall have no right of subrogation against Central Health or CCC. Central Health and CCC may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend, renew or otherwise modify any or all of the terms of the Agreement by amendment, novation or otherwise (including a new agreement, to the extent a court of competent jurisdiction determines any of the foregoing constitutes a new agreement). Without limiting the generality of the foregoing, if Seton elects to extend or renew the term of the agreement, or otherwise expand Seton's obligations under the Agreement, Seton's execution of such documentation shall constitute Guarantor's consent thereto (and such increased obligations of Seton under the Agreement shall constitute a guaranteed obligation hereunder); Guarantor hereby waives any and all rights to consent thereto. Guarantor hereby waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, dishonor and notices of acceptance of this Guaranty, and waives all notices of existence, creation or incurring of new or additional obligations from Seton to Central Health or CCC. Guarantor further waives all defenses afforded guarantors or based on suretyship or impairment of collateral under applicable law, other than payment and performance in full of Seton's obligations under the Agreement. The liability of Guarantor under this Guaranty will not be affected by (1) the release or discharge of Seton from, or impairment, limitation or modification of, Seton's obligations under the Agreement in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Agreement in any such proceeding; or (3) the cessation from any cause whatsoever of the liability of Seton under the Agreement.

Guarantor shall not, without the prior written consent of Central Health and CCC, which consent shall not be unreasonably withheld, delayed or conditioned, (A) assign or transfer this Guaranty or any estate or interest herein, whether directly or by operation of law, (B) permit any other entity to become Guarantor hereunder by merger, consolidation, or other reorganization, or (C) permit the transfer of an ownership interest in Guarantor so as to result in a change in the current direct or indirect control of Guarantor. If Guarantor violates the foregoing restrictions or otherwise defaults under this Guaranty, and such violation or default continues for thirty (30) days after Guarantor has been given a written notice from Central Health or CCC specifying such violation or default, Central Health or CCC, after providing Guarantor with reasonable written notice of any such violation and after affording Guarantor the reasonable right to cure the same to Central Health's or CCC's reasonable satisfaction, shall have all available remedies at law and in equity against Guarantor and Seton. Without limiting the generality of the foregoing, Central Health or CCC may (i) declare an Event of Default under the Agreement, (ii) require Guarantor and/or Seton (at Central Health's or CCC's election) to deliver to Central Health and CCC additional security for the obligations of Seton and Guarantor under the Agreement and this Guaranty, respectively, which additional security may be in the form of an irrevocable letter of credit in form and substance reasonably satisfactory to Central Health and CCC, and in an amount to be determined by Central Health and CCC in their reasonable discretion. Any and all remedies set forth in this Guaranty: (a) shall be in addition to any and all other remedies Central Health and CCC may have at law or in equity, (b) shall be cumulative, and (c) may be pursued successively or concurrently as Central Health and CCC may elect. The exercise of any remedy by Central Health or CCC shall not be deemed an election of remedies or preclude Central Health or CCC from exercising any other remedies in the future.

Guarantor represents and warrants, as a material inducement to Central Health and CCC to enter into the Agreement, that (1) this Guaranty and each instrument securing this Guaranty have been duly executed and delivered and constitute legally enforceable obligations of Guarantor; (2) there is no action, suit or proceeding pending or, to Guarantor's knowledge, threatened against or affecting Guarantor, at law or in equity, or before or by any governmental authority, which might result in any materially adverse change in Guarantor's business or financial condition; (3) execution of this Guaranty will not render, on a fully consolidated basis, Guarantor insolvent; and (4) Guarantor expects to receive substantial benefits from Seton's financial success.

Guarantor shall pay to Central Health and CCC all reasonable costs incurred by Central Health or CCC in enforcing this Guaranty (including, without limitation, reasonable attorneys' fees and expenses). The obligations of Seton under the Agreement, if any, to execute and deliver estoppel and financial statements, as therein provided, shall be deemed to also require Guarantor hereunder to do so and provide the same relative to Guarantor following written request by Central Health or CCC in accordance with the terms of the Agreement however, any such estoppel certificate to be provided by Guarantor shall be with respect to this Guaranty rather than certifications regarding the Agreement. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Central Health's and CCC's successors and assigns.

Any notice provided for or permitted to be given to Guarantor hereunder must be in writing and may be given by (a) depositing the same in the United States Mail, postage prepaid,

registered or certified, with return receipt requested, addressed as set forth herein; or (b) delivering the same to Guarantor in person or through a reliable courier service. Notice given in accordance herewith shall be effective upon receipt at the address of Guarantor, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice, the address of Guarantor hereto shall, until changed, be as follows:

Seton Healthcare Family
1345 Philomena Street, Suite 402
Austin, TX 78723
Attention: President and Chief Executive Officer

With a copy (which shall not constitute notice) to:
Seton Healthcare Family
1345 Philomena Street, Suite 402
Austin, TX 78723
Attention: General Counsel

Guarantor shall have the right from time to time to change its address for purposes of notice hereunder to any other location within the continental United States by giving ten (10) days advance notice to Central Health and CCC to such effect in accordance with the provisions hereof. Any such notice given by counsel or authorized agent for Guarantor shall be deemed to have been given by Guarantor.

This Guaranty will be governed by and construed in accordance with the laws of the State of Texas. The proper place of venue to enforce this Guaranty will be Travis County, Texas. In any legal proceeding regarding this Guaranty, including enforcement of any judgments, Guarantor irrevocably and unconditionally (1) submits to the jurisdiction of the courts of law of Travis County, Texas; (2) accepts the venue of such courts and waives and agrees not to plead any objection thereto; and (3) agrees that (a) service of process may be effected at the address specified herein, or at such other address of which Central Health and CCC have been properly notified in writing, and (b) nothing herein will affect Central Health's or CCC's right to effect service of process in any other manner permitted by applicable law.

Guarantor acknowledges that it and its counsel have reviewed and revised this Guaranty and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Guaranty or any document executed and delivered by Guarantor in connection with the transactions contemplated by this Guaranty.

The representations, covenants and agreements set forth herein will continue and survive the termination of the Agreement or this Guaranty. The masculine and neuter genders each include the masculine, feminine and neuter genders. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Central Health and CCC. The words "Guaranty" and "guarantees" will not be interpreted to modify Guarantor's primary obligations and liability hereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGE TO GUARANTY]

Executed to be effective as of June 1, 2013.

SETON HEALTHCARE FAMILY, a Texas nonprofit corporation

By:_____
Jesus Garza
President and Chief Executive Officer

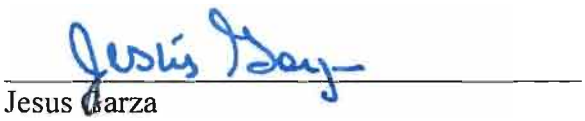
[Signature Page to Guaranty]

Executed to be effective as of June 1, 2013.

SETON HEALTHCARE FAMILY

Charles J. Barnett
Executive Board Chair

SETON HEALTHCARE FAMILY



Jesus Garza
President and Chief Executive Officer