



FISCAL YEAR 2024 BUDGET QUESTIONS

- 1) Information in response to Question H in the Narrative is not readily available through our data system. We have identified patients that had extended stays and each of those have been billed for and charges collected for allowable reimbursement. Determining the non-allowed charges and non-reimbursed care amount due to a longer stay is more complicated. We can look into this question further but, at this time, a more detailed analysis would be necessary on a case-by-case basis.
- 2) The increase to primary care providers does not affect the hospital since we do not offer primary care services. The 3.8% increase to Specialty Care providers was not factored into our budget. The impact of the 3.8% Medicaid Increase is approximately \$19,741.
- 3) Third party contract attached (ATTACHMENT A). Fees paid are 4% of amounts collected. Total year-to-date collections (Oct22-June22) are close to \$7.4M and approximate \$290K in related fees.
- 4) Current DCOH is approximately 62 days. Projected Days DCOH on 9/30/23 is 54 days. This includes all cash (operating, restricted and designated funds)
- 5) As Springfield Hospital continues its work to recover from Chapter 11 and COVID, we are intentionally reevaluating our current job descriptions, functions, responsibilities and hiring policies and practices. We are working to ensure that we have the correct role and best fit for the organization and our patients moving forward; cost-effective, efficient, high quality. A guiding principle for this work is to keep the patient at the core, preserve frontline staff, and the critical resources necessary to support their work. Tradeoffs we are evaluating and considering depend on where there are opportunities for standardization, use of technology, and work redesign. We offer scholarship programs for youth who choose to pursue a health career; and continue our working relationships with River Valley Community College, River Valley Technical College, and Southern Vermont Area Health Education Center offering clinical rotations and job shadowing for participating LNAs and RNs.

6) The FY24 Budget to FY23 Budget increase for Gross Patient Revenue is as follows:

Charge Increase - FY23 BUDGET (%)
Inpatient 1.8%
Outpatient 8.4%
Professional 7.7%
Total 7.1%

The FY24 Budget to FY23 Budget increase related to the charge increase for Net Patient Revenue is 3.1%.

Net Revenue		
Utilization	694,526	1.2%
Charge Increase	1,850,458	3.1%
	2,544,984	4.3%

7) FY21 & FY22 Gross Revenue by Payer – see attached (ATTACHMENT B).

8) The 12.1% volume increase projection is detailed in Attachment A. This document shows the areas where we are projecting increases, and page 3 of our narrative outlines our rationale for the increases we've included in the FY24 budget, namely:

- Increase in surgical cases will necessitate increased inpatient beds
- Increased swing bed utilization is projected from tertiary facilities
- Increased psychiatric inpatient due to demand
- Increased surgery (GYN, Urology, Podiatry & General Surgery) is due to improved access
- Nuclear medicine increase is due to our new equipment installation
- Increased outpatient visits (see Attachment A for a detailed breakdown)

We continue to work to reduce unnecessary outmigration for services that we can provide locally with high quality.

9) Our financial assistance policy and applications are made available on our website, as well as at each point of entry, so these documents are readily available to all patients prior to receiving services. Information about financial assistance is given to uninsured patients. In addition, our billing statements contain information regarding accessing the financial assistance program, and includes in-person or phone contact information.

Contract for Extended Business Office - Early Out Services

THIS CONTRACT FOR EARLY OUT RECOVERY SERVICES (hereinafter "Agreement") is made this 20th day of November, 2019, between ~~Wakefield & Associates, Inc., 11 Wakefield~~ ~~Extended Business Office (WA-EBO), a corporation duly incorporated under the laws of the State of Colorado (hereinafter "EBO"), and Springfield Hospital, a corporation duly incorporated under the laws of the State of Vermont (hereinafter "Provider")~~ and Provider may be referred to as Party and collectively as Parties.

WITNESSETH:

WHEREAS, ~~Wakefield & Associates, Inc.~~ desires to accept such engagement offered by the Provider;

NOW, THEREFORE, in consideration for the mutual obligations contained herein, ~~Wakefield & Associates, Inc.~~ and the Provider, each intending to be legally bound, hereby mutually covenant and agree as follows:

1. **Term.** This Agreement shall be effective as of the date first above written (hereinafter "Effective Date"). Subject to the provisions of Section 3 of this Agreement, this Agreement shall remain in full force and effect for at least two years beyond the Effective Date (hereinafter "Initial Term").

2. **Use and Disclosure of Protected Health Information.** The Parties hereto agree that in order for ~~Wakefield & Associates, Inc.~~ to perform its duties under this Agreement, it will be necessary for ~~Wakefield & Associates, Inc.~~ to use and disclose Protected Health Information (hereinafter "PHI"), as such term is defined at 45 CFR §164.501. ~~Wakefield & Associates, Inc.~~ shall execute a Business Associate Agreement with Provider so ~~Wakefield & Associates, Inc.~~ can provide services under this Agreement.

2.1 **Permitted and Required Uses and Disclosures of PHI.** The Parties hereto agree that ~~Wakefield & Associates, Inc.~~ may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR § 164.501. The Parties hereto further agree that ~~Wakefield & Associates, Inc.~~ may use or disclose PHI for any use or disclosure that is required by law.

2.2 **Uses and Disclosure of Minimum Necessary Amount of PHI.** The Parties hereto desire to ensure that the Provider only discloses to ~~Wakefield & Associates, Inc.~~ the minimum necessary amount of PHI necessary ~~Wakefield & Associates, Inc.~~ to perform its duties under this Agreement. The Parties hereto agree that the following information is the minimum necessary in order for ~~Wakefield & Associates, Inc.~~ to perform its duties under this Agreement:

- (A) Guarantor Name, Guarantor Address, Guarantor Phone Number, Guarantor Spouse, Guarantor Social Security Number, Guarantor Date

- of Birth, Guarantor Place of Employment, Employment Phone Number.
- (B) Spouse Name, Spouse Address, Spouse Phone Number, Spouse Social Security Number, Spouse Date of Birth, Spouse Place of Employment, Employment Phone Number.
 - (C) Patient Name, Patient Address, Patient Phone Number, Patient Social Security Number, Patient Date of Birth.
 - (D) Date of Service(s), Amount Due for Service(s), Main Returns,
 - (E) Upon [REDACTED]'s receipt of a request from patient requesting verification of the account information, the Provider shall provide [REDACTED] with an itemization of the service(s) and the date(s) such service(s) were rendered to the patient and which pertain to the account receivable referred to [REDACTED] pursuant to this Agreement, and
 - (F) Medical Insurance Information; Policy Holder Name, Date of Birth, Social Security Number, Relationship, Employer and Patient Name.

3. *Termination.*

3.1 *After the Initial Term.* After the expiration of the Initial Term, either Party may at any time, for any or-for no reason, terminate this Agreement upon thirty (30) days' written notice to the other Party. At the end of the Initial Term, unless the Parties have renegotiated an additional term for this Agreement, this Agreement shall remain in full force and effect unless this Agreement is terminated pursuant to the provision of Section 3 herein.

3.2 *Continued Efforts.* Upon termination of this Agreement for any reason other than pursuant to Section 3.4 below, [REDACTED] shall be entitled to continue working the following types of accounts received from the Provider prior to the termination date of this Agreement: accounts on which [REDACTED] has received a payment within six (6) months of the termination date of this Agreement; accounts that [REDACTED] has placed on hold pending the receipt of any information from the Provider; accounts that [REDACTED] has placed on hold pending a re-bill of an insurance company or the outcome of an insurance appeal; and, accounts that [REDACTED] has placed on hold pending the outcome of a patient's personal injury litigation. In any event, [REDACTED] shall be entitled to continue working on any accounts it has received from the Provider prior to receipt of notice of the Provider's intent to terminate this Agreement for the full sixty (60) day notice period.

3.3 *No Obligation to Continue Collection.* [REDACTED] shall not be required to perform any work on any accounts placed with [REDACTED] after [REDACTED] has received notice of the Provider's intent to terminate this Agreement.

3.4 *Termination by the Provider for Breach.* Notwithstanding the provisions of Section 1 and Section 3.1 of this Agreement, pursuant to 45 C.F.R. §164.504(e)(2)(iii), the Provider may terminate this Agreement if the Provider determines that [REDACTED] has breached a material term of this Agreement. In the event of a material breach of [REDACTED] duties and responsibilities contained in Sections 4.11 through and including 4.19 of this Agreement, the Provider may immediately terminate this Agreement upon written notice to [REDACTED]. In the event of a claimed material breach of any other provision of this Agreement by [REDACTED], the Provider shall give [REDACTED] written notice of the alleged material breach. [REDACTED] shall have thirty (30) days from the date of any written notice of breach to cure the alleged breach. In the event

█████ cures the alleged breach within the thirty (30) day time period, this Agreement shall remain in full force and effect. In the event that █████ fails to cure the alleged breach within the thirty (30) day time period, this Agreement shall terminate.

3.5 *Termination by █████ for Breach.* In the event of a claimed material breach of any provision of this Agreement by the Provider, █████ shall give the Provider written notice of the alleged material breach. The Provider shall have thirty (30) days from the date of any written notice of breach to cure the alleged breach. In the event the Provider cures the alleged breach within the thirty (30) day time period, this Agreement shall remain in full force and effect. In the event that the Provider fails to cure the alleged breach within the thirty (30) day time period, this Agreement shall terminate.

3.6 *Right to Receive Compensation on Certain Accounts After Termination.* The Parties hereto expressly agree that █████ shall be entitled to continue receiving compensation after termination of this Agreement by any Party, for any reason, or for no reason at all, for payments received by either █████ or the Provider on the following types of accounts: accounts on which █████ has received a payment within six (6) months prior to the termination date of this Agreement, provided █████ shall no longer receive compensation for payments received on such an account if six (6) months elapses without either Party receiving a payment on such an account; accounts that █████ has placed on hold pending the receipt of any information from the Provider; accounts that █████ has placed on hold pending a re-bill of an insurance company or the outcome of an insurance appeal; accounts that █████ has placed on hold pending the outcome of a patient's personal injury litigation.

4. *Duties and Responsibilities of █████*

4.1 *Inbound Calls.* Receive and handle any inbound calls from the Provider's patients concerning accounts;

4.2 *Outbound Calls.* Make outgoing calls to the Provider's patients concerning the payment accounts;

4.3 *Staffing.* Dedicate an appropriate number of employees to work on the accounts placed with █████ by the Provider;

4.4 *Restriction on Uses and Disclosure of PHI.* █████ shall not use or further disclose any PHI other than as permitted or required by this Agreement, or as required by law;

4.5 *Safeguarding of PHI.* █████ shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Agreement;

4.6 *Reporting of Unauthorized Use or Disclosure of PHI.* █████ shall report to the Provider any use or disclosure of PHI not provided for by this Agreement of which █████ becomes aware;

4.7 *Protection of PHI by Agents and Subcontractors.* █████ shall ensure that any agents, including any subcontractors, to whom it provides PHI received from, or created or

received by [REDACTED] on behalf of the Provider agrees to the same restrictions and conditions that apply to [REDACTED] with respect to such PHI under this Agreement and the Business Associate Agreement;

4.8 *Access to PHI.* [REDACTED] shall make available PHI in accordance with 45 CFR § 164.524. Within ten (10) days after receipt of a request from the Provider for access to PHI in the possession of [REDACTED], [REDACTED] shall make such PHI available to the Provider. Within ten (10) days after receipt of a request from an individual for access to PHI in the possession of [REDACTED], [REDACTED] shall forward such request to the Provider;

4.9 *Amendments to PHI.* Within ten (10) days after receipt of a request from the Provider for an amendment to any PHI, [REDACTED] shall make the requested PHI available to the Provider for amendment and shall incorporate any such amendments into the PHI in accordance with 45 CFR §164.256. Within ten (10) days after receipt of a request from an individual for an amendment to any PHI, the [REDACTED] shall forward such request to the Provider;

4.10 *Accountings.* Within ten (10) days after receipt of notice from the Provider that the Provider has received a request from an individual for an accounting of disclosures of PHI regarding the individual during the six (6) years prior to the date on which the accounting was requested, [REDACTED] shall make available to the Provider such information as is in [REDACTED] possessions and is required for the Provider to provide an accounting of disclosures of PHI to the individual in accordance with 45 CFR § 164.528;

4.11 *Internal Practices, Books, and Records.* [REDACTED] shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by [REDACTED] on behalf of the Provider available to the Secretary of the Department of Health and Human Services for purposes of determining the Provider's compliance with Subpart E of Part 164 of Title 45 of Code of Federal Regulations; and,

4.12 *Duties with Regard to PHI Upon Termination of this Agreement.* At termination of this Agreement, if feasible, [REDACTED] shall return or destroy all PHI received from or created or received by [REDACTED] on behalf of the Provider that [REDACTED] still maintains in any form and retain no copies of such PHI.

4.13 [REDACTED] will at all times throughout the term of this Agreement maintain comprehensive general liability insurance in the amounts no less than \$1,000,000 per occurrence and errors and omissions insurance in an amount no less than \$1,000,000 per loss. [REDACTED] will at all times throughout the term of this Agreement maintain Cyber insurance in the amounts no less than \$1,000,000 per occurrence and errors and omissions insurance in an amount no less than \$1,000,000 per loss.5. *Duties and Responsibilities of the Provider.*

5.1 *Notice of Bankruptcies and Disputes.* The Provider shall immediately notify [REDACTED] upon receipt of any notification of

A. The commencement of any proceeding under the United States Bankruptcy Code initiated on behalf of any patient whose account has been placed with [REDACTED] by the Provider;

B. The receipt of any notice of dispute relating to the services upon which the delinquent account is based;

5.2 *Notice of Attorney Representation.* The Provider shall immediately notify WAKE upon receipt of any notification that an attorney represents any patient whose account has been placed with [REDACTED] by the Provider. If the Provider has any information concerning an attorney's representation of a patient or other Responsible Party prior to the placement of an account with [REDACTED], the provider shall include all contact information, including the attorney's name, address and the telephone number, [REDACTED] at the time the account is placed with [REDACTED].

5.3 *Preparation and Delivery of Accountings.* It shall be the sole responsibility of the Provider to prepare and deliver any accounting requested pursuant to 45 CFR § 164.528;

5.4 *Decisions Concerning Access to PHI.* In the event that an individual has requested access to PHI directly from [REDACTED], [REDACTED] forwarded such request to the Provider in accordance with Section 4.8 of this Agreement, it shall be the sole responsibility of the Provider to determine whether to grant or deny such access.

5.5 *Amendment of PHI.* In the event that an individual has requested an amendment to PHI directly from [REDACTED], [REDACTED] has forwarded such request to the Provider in accordance with Section 4.8 of this Agreement, it shall be the sole responsibility of the Provider to determine whether to allow or disallow such amendment.

5.6 *Computer Access.* Allow [REDACTED] access to the Provider computer system to carry out the expected duties of [REDACTED].

5.7 *Dialer/Account file.* Provider will routinely supply a dialer file to [REDACTED] that can be placed and picked up in a secure FTP electronic environment or within the Allscripts System.

6. *Representations and Warranties of the Provider.* The Provider hereby represents and warrants to [REDACTED] as follows:

6.1 *Bankruptcies.* The Provider shall not place any accounts with the [REDACTED] that, as of the date of placement, are included in any proceeding under the United States Bankruptcy Code which has been initiated on behalf of any individual or entity;

6.2 *Accurate Information.* All accounts placed with [REDACTED] by the Provider shall contain accurate information and any amendments that become known to the Provider will be reported [REDACTED] within thirty (30) days of the discovery of such amendments;

6.3 *Attorney Representation.* If the Provider knows that a patient is represented by an attorney, the Provider shall notify [REDACTED] of such attorney representation at the time the Provider places any of such patient's accounts with [REDACTED];

6.4 *Consents and Authorizations.* Prior to disclosing any PHI to [REDACTED], the Provider shall obtain all required consents and authorizations pursuant to 45 CFR §164.506 and

45 CFR §164.508 respectively, sufficient to permit the disclosure of PHI from the Provider to [REDACTED], and to permit [REDACTED] perform its duties pursuant to the terms of this Agreement;

6.5 *No Restrictions.* The Provider shall not place any account with [REDACTED] if the Provider has agreed to any individual's request to restrict the use or disclosure of PHI connected with such account pursuant to 45 CFR §164.522;

6.6 *Organization and Authority.* The Provider is a corporation validly incorporated under the laws of the State of Texas and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by the Provider and constitutes a legal, valid and binding obligation of the Provider, enforceable against it in accordance with its terms.

7. *Representations and Warranties of [REDACTED]* hereby represents and warrants to the Provider as follows:

7.1 *Organization and Authority.* [REDACTED] is a corporation validly incorporated under the laws of the State of Colorado and has all requisite power and authority to enter into this Agreement and to perform its obligation hereunder. This Agreement has been duly executed and delivered by [REDACTED] and constitutes a legal, valid and binding obligation of [REDACTED], enforceable against it in accordance with its terms.

8. *Compensation.*

8.1 All-inclusive rate for 100% of [REDACTED]

Early Out Accounts. The Provider shall compensate [REDACTED] by remitting to [REDACTED] four percent (4%) of all amounts recovered on all self-pay, self-pay after insurance accounts, and insurance payments discovered by [REDACTED] on previous self-pay balances.

[REDACTED]

8.2 *Non-Payment Penalties.* Provider shall remit payment in full on all undisputed invoices received from [REDACTED] the tenth (10th) of the month following the statement. Any undisputed fees remaining unpaid after thirty (30) days from the date of the invoice shall accrue interest at 1.5% per month. If Provider pays a lesser amount than the undisputed amount due under this Agreement, [REDACTED] reserves the right to apply payments at its discretion to the earliest amount due. No endorsement or statement on or accompanying any check or payment without prejudice to [REDACTED] right to recover any outstanding undisputed balance due or pursue any other remedy permitted under this Agreement.

9. *Notice of Payment Information.* The Provider shall transmit a monthly report to [REDACTED] listing the following information for each account on which a payment was received by the Provider (hereafter referred to as "Direct Payments") during the prior month:

- (A) Patient's account number,
- (B) Name of patient/guarantor – changed and added,
- (C) Date of payment,
- (D) Self-pay Payment Amount
- (E) Type of Payment

The Provider's duties under this Section 9 of this Agreement shall continue subsequent to termination of this Agreement with respect to payments received upon which [REDACTED] remains entitled to receive compensation pursuant to Section 3.6 of this Agreement.

10. **Payment of Fees.** All collections received by Provider, either directly or as a result of any actions taken by [REDACTED], for whom [REDACTED] provided services, shall be processed by [REDACTED] and included in the fee calculation.

- A. Contingency fees will be assessed on a daily basis as patient payments are received and posted. A monthly statement will be distributed to Provider by [REDACTED] and based upon the monthly collection of all self-pay accounts and insurance payments discovered by [REDACTED] on previous self-pay balances.
- B. [REDACTED] shall submit a remittance statement monthly with appropriate back up from Provider. Such statement shall include account number, name, date of payment, amount of payment, amount due Provider and amount due [REDACTED] and balance remaining.

The Provider's duties under this Section 10 of this Agreement shall continue subsequent to termination of this Agreement with respect to payments received upon which [REDACTED] remains entitled to receive compensation pursuant to Section 3.6 of this Agreement.

11. **Confidentiality.** The Parties agree to keep all of the terms of this Agreement strictly confidential, including without limitation, the Compensation terms contained in Section 8 of this Agreement. The Parties further agree to maintain the confidentiality of any confidential information and/or trade secrets that they may learn about each other throughout the course of this Agreement, including without limitation, the terms of any contracts that the other Party may have with any third parties. [REDACTED] agrees to keep all PHI received from, or created or received by [REDACTED] on behalf of the Provider confidential except as necessary for [REDACTED] to perform its duties pursuant to the terms of this Agreement. The duties of the Parties detailed in this Section 11 of this Agreement shall continue in full force and effect for a period of two (2) years after termination of this Agreement for any reason, except for [REDACTED]'s duty to maintain the confidentiality of PHI which shall continue forever, unless disclosure of such information should be allowed or required by law.

12. **No Third Party Beneficiaries.** The Provider and [REDACTED] hereby expressly understand and agree that individuals whose PHI is disclosed by the Provider to [REDACTED] are not intended to be third party beneficiaries of this Agreement.

13. **Independent Contractor Status.** The Parties hereto expressly agree that in performing its duties under this Agreement, [REDACTED] is acting as an independent contractor of the Provider. Nothing contained herein is intended, nor shall it be construed to create, a joint venture relationship, a partnership, or an employer-employee relationship between the Parties

14. **Notices.** All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, overnight delivery service, or mailed within the continental United States by first-class certified mail, return receipt requested, postage prepaid, addressed as follows:

A) If to [REDACTED],

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a copy to:
(which shall not constitute notice)

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

B) If to the Provider, to:

Allan Scroggins, Interim CFO

25 Ridgewood Road

Springfield, VT 05156

with a copy to:
(which shall not constitute notice)

Such addresses may be changed by written notice sent to the other Party at the last recorded address of that Party.

15. **No Assignment.** Except as may specifically be provided in this Agreement to the contrary, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, and assigns. Except as otherwise expressly provided herein, this Agreement is not assignable by any Party without the prior written consent of the other Party, which will not be unreasonably withheld and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or other change.

16. **Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to constitute a waiver of any subsequent breach of the same or another provision.

17. **Voluntary Agreement.** [REDACTED] the Provider warrant and represent that this Agreement is executed voluntarily with full knowledge of the consequences and implications of their obligations contained herein, and that they have carefully and thoroughly reviewed this Agreement in its entirety.

18. **Warranty of Authority.** The undersigned individually warrant and represent that 8

they are authorized to execute this Agreement.

19. *Execution in Counterparts; Execution via Facsimile.* This Agreement may be executed by the Parties hereto in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument, and all signatures need not appear on any one counterpart. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. Signatures on this Agreement may be communicated by electronic transmission and shall be binding upon the Parties transmitting the same by electronic transmission..

20. *Governing Law and Venue.* This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Colorado.

21. *Enforcement.* If either Party resorts to legal action to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses of the action, including without limitation, reasonable attorneys' fees.

22. *Severability.* If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

23. *Further Assurances.* The Parties hereto agree to execute such other instruments, documents or agreements as may be reasonable, necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated herein.

24. *Entire Agreement.* This Agreement embodies the entire agreement of the Parties hereto, and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof. There are no agreements, representations or warranties of any kind, except as expressly set forth in this Agreement. The Parties acknowledge that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and the advice of their own respective legal counsel, and except for representations expressly set forth herein. They have not been influenced by and other representation or statement.

25. *Amendment.* No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by each of the Parties hereto.

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

27. *Headings Descriptive.* The headings of the several sections of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any of this Agreement.

28. **Mutual Indemnification.** [REDACTED] shall indemnify and hold harmless Provider, its affiliates, employees, and its data suppliers from and against any and all losses, damages, penalties, fines, and claims (including attorney's fees and costs of settlement), whether private, state, or federal, related to or arising out of [REDACTED]'s action or inaction. Provider shall indemnify and hold harmless [REDACTED], its affiliates, employees, and its data suppliers from and against any and all losses, damages, penalties, fines, and claims (including attorney's fees and costs of settlement), whether private, equitable, state or federal, relate to or arising out of Provider's action or inaction.

29. **Change of Law:** The Parties hereto shall modify any term of this Agreement at anytime if it is determined that the inclusion of any term of this Agreement or the omission of any term from this Agreement violates any federal or state law or regulation, including, without limitation: the Standard for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164); the Health Insurance Reform: Standards for Electronic Transactions; Announcement of Designated Standard Maintenance Organizations (45 CFR Part 160-162); and, the Security and Electronic Signature Standards (the "Security Standard") (45 CFR Part 142) (or the final version of the Security Standard once such final version is released), all promulgated under the Health Insurance Portability and Accountability Act of 1996 (Pub.L. 104191)


IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the day and year first above written.

By:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SPRINGFIELD HOSPITAL

By:



Allan Scroggins, ICFD

ATTACHMENT B

		MCARE	MCAID	BC	COMM	PRIVATE	MCARE ADV	Total
FY21	Inpatient Revenue	10,348,041	2,359,676	1,175,139	2,353,402	136,844	1,797,219	18,170,321
	Outpatient Revenue	28,890,180	15,059,851	9,919,952	11,381,062	1,712,957	8,691,358	75,655,359
	Professional Services	3,977,835	1,799,303	1,673,026	1,908,754	170,749	1,457,655	10,987,322
		43,216,056	19,218,829	12,768,117	15,643,218	2,020,550	11,946,232	104,813,002
FY22	Inpatient Revenue	10,136,508	3,950,240	1,287,956	2,674,121	219,608	2,042,141	20,310,574
	Outpatient Revenue	28,348,330	16,752,589	10,862,602	15,081,156	2,362,740	11,517,003	84,924,420
	Professional Services	3,970,907	1,958,879	1,767,924	2,245,865	189,183	1,715,096	11,847,854
		42,455,745	22,661,708	13,918,481	20,001,142	2,771,532	15,274,241	117,082,848