

CENTRAL PHARMACY SERVICES AGREEMENT

This Central Pharmacy Services Agreement (“Agreement”), is made and entered into this ___ day of _____, _____, by and between Catholic Health Initiatives, a nonprofit corporation having its principal place of business at 1999 Broadway, Suite 4000, Denver, Colorado 80202, (“CHI”), and _____, a _____ (“Hospital”).

RECITALS

WHEREAS, Hospital has identified an inability to recruit and retain pharmacists in its community and determined that limited pharmacist coverage potentially impacts the Hospital’s ability to deliver basic pharmacy services and safe, consistent, timely, high quality patient care; and

WHEREAS, CHI, has agreed to provide a Director of Pharmacy and qualified pharmacy staff to from the Central Pharmacy site; and

WHEREAS, CHI and Hospital have jointly determined that entering into this Agreement is an appropriate way to; 1) restore, retain, and establish pharmacy services within Hospital community; 2) improve access and quality of pharmaceutical care delivery to patients; 3) improve recruitment and retention of pharmacists serving rural Hospitals and communities; and 4) develop new pharmacy practitioner interest and ability in serving Hospital community.

WHEREAS, Hospital and CHI desire to enter into this Agreement in order to provide a full statement of their respective responsibilities in connection with the Central Pharmacy Services being provided to Hospital during the term hereof.

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

AGREEMENT

SECTION 1. CHI’S RESPONSIBILITIES.

1.1 Central Pharmacy Services

CHI shall provide Central Pharmacy Services, in accordance with state law and the Project protocols, to Hospital through the Central Pharmacy. Central Pharmacy Services can include:

a) direct face to face pharmacist consultation through the use of a central order entry (COE) site in Fargo, which shall provide supervisory pharmacists for consultation with Hospital’s pharmacist, pharmacy technician, physician and nursing staff and oversight of participating rural hospital

pharmacy departments via telepharmacy technology, including audio, video, consumer links, scanned electronic images through the Central Pharmacy, and medication order entry through Hospital's computer system via VPN connectivity where possible ; and,

- b) support of compliance with all pharmacy regulatory requirements;
- c) provision of network hardware and software and technical support;
- d) development of policies, procedures for the implementation of services,
- e) coordination with clinicians and hospital staff at all levels; and
- f) the provision of appropriate training for key personnel and health care providers involved in the project.

1.2 Pharmacist

CHI shall provide the services of licensed pharmacy personnel. Initially, CHI shall ensure that a Pharmacist is available through the Central Pharmacy for 10 (ten) hour shifts, seven (7) days a week, to ensure proper pharmacy coverage and operation of the Central Pharmacy and Service to the Remote Site at the Hospital. Hours of operation shall be based on Hospital need, and schedules of the Central Site pharmacists shall be provided to the hospital one month in advance.

1.2.2 CHI has initially engaged the Pharmacists listed in the attached *Exhibit A*, and certifies that the Pharmacists meet the requirements of this Agreement. In reliance upon the certification, the listed Pharmacists are hereby approved and accepted by Hospital as required by this Agreement. CHI may from time to time amend the list of Pharmacists providing services pursuant to this Agreement, provided that each additional Pharmacist shall satisfy the qualifications set forth in this Agreement.

1.2.3. CHI shall ensure that each Pharmacist engaged by CHI to furnish services pursuant to this Agreement:

(a) holds at all times a current, valid and unlimited license to practice pharmacy in the State of _____; and

(b) is at all times competently and adequately trained to provide pharmacy and other services contemplated in this Agreement;

(c) is not excluded from participation in any federally-funded health care program, including, without limitation, Medicare or Medicaid.

SECTION 2 HOSPITAL'S RESPONSIBILITIES.

2.1 Hospital, being a non-profit corporation in the State of _____, shall at all times: (i) be and remain legally organized and operated to provide the services required by this Agreement in a manner consistent with all State and federal laws, rules and regulations; (ii) be and remain eligible to participate in all federally-funded health care programs, including, without limitation, Medicare and Medicaid; (iii) have within its engagement a sufficient number of employees who meet the requirements of this Agreement; and (iv) discharge the duties of this Agreement.

2.2 Hospital shall furnish at the Remote Site, at its expense, for the provision of Central Pharmacy Services during the term of this Agreement, an area of sufficient size for placement of CHI's network hardware and software infrastructure, pursuant to the _____ State Pharmacy Board and CHI's specifications. Hospital shall, at its own expense, furnish such other furniture, fixtures, equipment, and such other expendable supplies as Hospital through collaboration for functionality deemed reasonably necessary for the proper and efficient operation of the Remote Site, and to ensure that the Remote Site is operated consistently with state law, industry standards and quality medicine and health care in the community.

2.3 Hospital shall maintain network hardware and software infrastructure equipment provided by the grant in good working order and repair. Hospital shall advise CHI immediately of any malfunctions or needed repairs or obsolete equipment. Connectivity and service fees are the responsibility of the remote hospital.

2.4

2.4 Acknowledgement of Supervisory Role.

Hospital acknowledges that while accessing Central Pharmacy Services, Hospital and its employees are under the personal supervision and work collaboratively with the Pharmacist at the Central Pharmacy. Medication order(s) must be approved by the Pharmacist at the Central Pharmacy prior to administration of a medication to a patient unless an emergency deems immediate use. Hospital agrees that pharmacy services performed at the Hospital in conjunction with Central Pharmacy Services shall be done in accordance with CHI's telepharmacy procedures and policies.

2.5 Hospital shall utilize appropriately credentialed personnel to ensure safe and efficient operation of the remote site, under the direction of the Central Site pharmacist. These personnel shall be employees or independent contractors of the hospital. A pharmacy technician, registered with the _____ State Board of Pharmacy may perform activities involving storage, preparation, relabeling and dispensing of a medication to be administered by another healthcare personnel. Nursing personnel have limited authorization, based on acceptable scope of practice, to prepare a medication for "immediate use" administration. If Hospital seeks to have nurses cross-trained to provide pharmacy technician services it shall do so in accord with _____ Pharmacy Board requirements. Specific policies and procedures shall address this process. Hospital shall be solely responsible for any and all salaries, other compensation, employer's payroll taxes, workers' compensation coverage, and fringe benefits to which such personnel may be entitled as employees or independent contractors of Hospital.

2.6 Compliance With All Laws, Regulations, and Standards.

(a) Definitions

(1) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Hospital's internal operations or to other than its employees.

(2) "Protected Health Information" or "PHI" means information, whether oral or recorded in any form or medium, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an

individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by CHI or any Pharmacist from or on behalf of Hospital, or is created by CHI or any Pharmacist for Hospital, or is made accessible to CHI or any Pharmacist by Hospital.

(3) “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Hospital’s internal operations.

(b) Obligations Of CHI

(1) CHI represents and warrants that all Services to be provided by CHI and each Pharmacist shall fully comply with all applicable federal, state and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, and Hospital’s Requirements as defined below, and that it shall be deemed a material breach of this Agreement by CHI if it shall fail to comply with this representation and warranty. If such a breach is not cured in accordance with this Agreement, Hospital may immediately terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement.

(2) Specifically, but not by way of limitation, CHI represents and warrants that the Central Pharmacy Services to be provided by CHI and each Pharmacist shall comply with all applicable statutes, rules, regulations, accreditation standards and other applicable standards of: Medicare; Medicaid; the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); other federal or state health programs; the The Joint Commission (“TJC”); the National Committee for Quality Assurance; as well as the Hospital’s policies and procedures; and updates to incorporate any changes to such statutes, rules, regulations, accreditation standards, other applicable standards.

(3) Hospital Records: Confidentiality. All proceedings, files, records (including, but not limited to patient records) and related information of Hospital, CHI and each Pharmacist shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or permitted pursuant to the prior written authorization of Hospital, *except as provided in Subsection (4) below (“Professional Services for Treatment, Payment or Operations”).* This covenant shall survive the termination of this Agreement.

(4) Professional Services for Treatment, Payment or Operations. Notwithstanding Subsection (3) above (“Hospital Records: Confidentiality”), CHI and each Physician may Use and Disclose PHI for Treatment, Payment and Health Care Operations, as those terms are defined by HIPAA, in connection with their provision of Central Pharmacy Services under this Agreement.

(5) CHI Assurances. More specifically, but not by way of limitation, insofar as Hospital is a “Covered Entity” and is required to comply with the HIPAA final Privacy Standards and insofar as CHI has access to, has been provided with, or will be creating PHI of Hospital’s patients, or employees while performing the Services for or on behalf of Hospital, CHI warrants and agrees as follows:

- (i) Permitted Uses and Disclosures of PHI. Except as provided under Subsections (3) (“Hospital Records: Confidentiality”) and (4) (“Professional Services for Treatment,

Payment or Operations"), CHI shall Use and Disclose PHI solely as necessary to perform the Central Pharmacy Services. CHI shall not Use or Disclose PHI for any other purpose.

(ii) Adequate Safeguards for PHI. CHI warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement.

(iii) Reporting Non-Permitted Use or Disclosure. CHI shall immediately notify Hospital of each Use or Disclosure, of which it becomes aware, that is made by CHI, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement.

(iv) Availability of Internal Practices, Books and Records to Government Agencies. CHI shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the federal Department of Health and Human Services ("Secretary") for purposes of determining Hospital's compliance with the Privacy Regulations. CHI shall immediately notify Hospital of any requests made by the Secretary and provide Hospital with copies of any documents produced in response to such request.

(v) Access to and Amendment of PHI. CHI shall: (a) make the PHI specified by Hospital available to the individual(s) identified by Hospital as being entitled to access and copy that PHI, and (b) make PHI available to Hospital for the purpose of amendment and incorporating such amendments into the PHI. CHI shall provide such access and incorporate such amendments within the time and in the manner specified by Hospital.

(vi) Accounting of Disclosures. Upon Hospital's request, CHI shall provide to Hospital an accounting of each Disclosure of PHI made by CHI or its employees, agents, representatives or subcontractors.

(A) Any accounting provided by CHI under this Section shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section, CHI shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

(B) CHI is not required to provide an accounting of Disclosures that are necessary to perform the Central Pharmacy Services when such Disclosures are for the purposes of Hospital's Treatment, Payment or Health Care Operations, as those terms are defined by HIPAA.

(vii) Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of the Agreement, CHI shall either return or destroy, in Hospital's sole discretion and in accordance with any instructions by Hospital, all PHI in the possession or control of CHI or its agents and subcontractors. However, if neither return nor destruction of PHI is feasible, CHI may retain PHI provided that CHI (a) continues to comply with the provisions of this Section for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

(viii) Use of Subcontractors and Agents. CHI shall require each Pharmacist, its agents and subcontractors that receive PHI from CHI, or pursuant to the performance of Services under this Agreement, to execute a written agreement obligating the Pharmacist, agent or subcontractor to comply with all of the terms and fulfill the same obligations specified for CHI in this Section ("Obligations of CHI" and its subsections).

(c) This Section shall survive the termination of the Agreement. (Question: Is there a time period associated with the survival?)

2.9 CHI Standards of Conduct.

Hospital recognizes that it is essential to the core values of CHI that all persons and entities employed by or otherwise contracting with CHI at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the *Catholic Health Initiatives (CHI) Standards of Conduct*, as may from time to time be amended by CHI. As of the date of this Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide (E@W Guide)* which is available at the following website: <http://www.catholichealthinit.org/body.cfm?id=37940>. Hospital acknowledges that it has electronically accessed, obtained or otherwise received a copy of the E@W Guide and has read and understands the same, and hereby agrees that, so long as this Agreement remains in effect, Hospital shall act in a manner consistent with, and shall at all times abide by, the *CHI Standards of Conduct*, to the extent the same are applicable to Hospital in the performance of this Agreement. In the event that CHI determines in good faith that Hospital has breached its obligations pursuant to this Section, CHI may, upon notice to Hospital, immediately terminate this Agreement.

2.10 Ethical and Religious Directives.

Hospital understands that all services to be furnished by CHI and Hospital hereunder shall be performed in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, Fourth Edition, as promulgated by the United States Conference of Catholic Bishops as amended from time to time, and as interpreted by the local bishop. The *Ethical and Religious Directives* are available at the following website: <http://www.usccb.org/bishops/directives.shtml>.

SECTION 3 CHARGES FOR CENTRAL PHARMACY SERVICES.

3.1 Charges for Central Pharmacy Services.

Hospital shall pay an initial fee of \$_____. Thereafter, Hospital shall compensate CHI \$_____ per year for Central Pharmacy Services. Thereafter, CHI shall forward invoices to Hospital on a monthly basis and Hospital agrees to pay invoiced amount within 45 days.

3.2 Billing of Hospital Services.

Hospital shall be responsible for, and solely entitled to, billing and collection of all charges for Hospital services rendered to patients of Hospital, as well as for all ancillary and other services furnished by Hospital to such patients. Responsibility for billing and collection of professional fees and charges shall reside solely with Hospital and it shall bear the risk of non-payment thereof. Hospital shall provide all of its own data processing, clerical, and administrative services that may be necessary for patient billing.

SECTION 4 TERM.

4.1 Term. Unless earlier terminated as set forth in this Agreement, this Agreement shall be for a term of two (2) year(s), commencing on _____ (the “Commencement Date”), and ending on _____.

4.2 Renewal.

This Agreement shall not automatically renew.

4.3 With Cause Termination.

Either Party shall have the right to terminate this Agreement, for cause, upon thirty (30) days’ written notice to the other Party. Any such notice shall specify the cause upon which it is based. The violating party shall have thirty (30) days to rectify the cause specified in the notice of termination, and if such cause is not rectified within such thirty (30) day period, this Agreement shall thereupon automatically terminate; provided, however, that if such cause cannot reasonably be rectified within such thirty (30) day period, this Agreement shall not automatically terminate so long as the violating party has commenced to rectify the cause within such thirty (30) day period and thereafter diligently and continuously proceeds to rectify such cause. It is understood and agreed by the parties that “cause” for termination subject to notice and cure under this Section shall include a party’s material breach of any of its obligations under this Agreement.

SECTION 5 JEOPARDY

5.1 Jeopardy.

Notwithstanding anything to the contrary herein contained, in the event the performance by either party hereto of any term, covenant, condition or provision of this Agreement jeopardizes the licensure of Hospital, its participation in or the payment or reimbursement from, the Medicare, state sponsored Medicaid program, Blue Cross or other reimbursement or payment programs, or its full accreditation by the TJC or any other state or nationally recognized accreditation organization, or the tax-exempt status of CHI or Hospital, or any of either party’s property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing Hospital or any of its services, or if for any other reason said performance of any of the terms of this Agreement should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Hospital and/or CHI may at its option (i) terminate this Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to this Agreement and if the parties are unable to resolve the matter within thirty (30) days thereafter, the aggrieved party may, at its option, terminate this Agreement immediately.

SECTION 6 INSURANCE AND INDEMNITY.

6.1 Liability Insurance.

Each party shall, at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general liability; One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for professional liability ; One Million Dollars each and every occurrence for automobile liability; and

applicable state statutory limits for workers compensation. In addition to the coverages specifically listed herein, the parties shall maintain any other usual and customary policies of insurance applicable to the work being performed pursuant to this Agreement. Said policy (ies) shall cover all of the services hereunder. By requiring insurance herein, neither party represents that coverage and limits will necessarily constitute adequate protection for any claim and that such coverage and limits shall not be deemed as a limitation on a party's liability under the indemnities granted in this Agreement. In the event either party procures a "claims-made" policy to meet the insurance requirements herein, that party agrees to purchase "tail" coverage upon the termination of any such policy or upon termination of this agreement. Said "tail" coverage shall provide for an indefinite reporting period. Each party shall obtain all insurance coverage's specified herein from insurers with a current A. M. Best financial rating of B+ or better. In the event that one or more of a party's insurers does not have an A. M. Best rating, the name of the insurer(s) with appropriate financial information will be forwarded to the other party for review. The use of any insurer that does not have an A. M. Best rating must be agreed to in advance by CHI. Upon request parties shall at provide a certificate of insurance evidencing all of the herein specified policies of insurance with an insurer and with limits meeting the requirements of this Agreement.

6.2 Indemnification.

(1) Hospital agrees to indemnify and hold harmless CHI, its officers, directors, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of Hospital.

(2) CHI agrees to indemnify and hold harmless Hospital, its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of CHI.

(3) The duties to indemnify and hold harmless shall survive the termination and expiration of this Agreement.

(4) Defense.

In the event any claim, demand, action, investigation, administrative proceeding or suit is threatened, asserted or prosecuted against either party which is indemnifiable hereunder, the indemnifying party shall defend such at its own expense, or, at the unilateral election of the indemnified party, the indemnified party shall assume such defense at the expense of the indemnifying party. In the event that the indemnifying party conducts the defense, the attorney elected by the indemnifying party for the defense must be satisfactory to the indemnified party. In the event that the indemnified party elects to conduct its own defense, such party shall use counsel chosen by such party and on terms and conditions in its sole and absolute discretion. Additionally, the indemnified party shall have the right to join the indemnifying party as a party defendant in any action brought against the indemnified party with respect to any matter indemnifiable hereunder, and the indemnifying party hereby consents to the entry of an order making it a party defendant.

SECTION 7 COMPLIANCE WITH MEDICARE REQUIREMENTS

7.1 Applicable Medicare Regulations.

All references in this Agreement to “Medicare regulations” and all citations of “Sections” in this Section 11 refer to those regulations contained at 42 Code of Federal Regulations, Part 415, Subpart C (415.100 to 415.130) and Subpart B (415.50 to 415.70), as those Sections now exist or as those Sections may be subsequently renumbered or revised.

7.2 Application of Requirements.

Hospital and CHI specifically recognize that it is each party’s intent to provide services to patients covered by the Medicare program (Title XVIII of the Social Security Act) and that each has an obligation to comply with the requirements of the Medicare program for payment for services provided by hospital-based physicians, to the extent that such services are provided pursuant to this Agreement. Each party hereby agrees to cooperate with the other in order to assure that these requirements are met.

7.3 Billing in Violation of Medicare Regulations.

The parties acknowledge and agree that in no event shall any party submit any claim to a Medicare Carrier, a patient, or another insurer for any of CHI’s administrative or other services that are furnished by CHI to or on behalf of Hospital and which are payable under Medicare Part A unless permissible as part of a CAH cost report. This Section shall survive the expiration or termination of this Agreement for any reason.

7.4 Record Keeping.

If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement. CHI further agrees that in the event CHI carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

7.5 Excluded Provider.

The parties hereby represent and warrant to the other that neither is, or at any time has ever been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. The parties hereby agree to immediately notify the other party of any threatened, proposed, or actual exclusion of from any federally funded health care program, including Medicare and Medicaid. In the event that either party is excluded from participation in any federally funded health care program

during the term of this Agreement, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

SECTION 8 INDEPENDENT CONTRACTOR

(a) In the performance of the duties and obligations of CHI under this Agreement, it is mutually understood and agreed that CHI and the Pharmacist are at all times acting and performing as independent contractors practicing the profession of pharmacy; that Hospital shall neither have nor exercise any control or direction over the methods by which CHI or the Pharmacist shall perform its work and functions, except that CHI and each Pharmacist are expected to perform its work and functions at all times in strict accordance with then currently approved methods and practices of its members' professional specialty; and that the sole interest of Hospital is that the services under this Agreement are performed and rendered in a competent, efficient and satisfactory manner in accordance with community medical standards and applicable accreditation standards. It is expressly agreed by the parties hereto that no work, act, commission or omission of CHI or any Pharmacist shall be construed to make or render CHI or any Pharmacist the agent, employee or servant of Hospital. CHI shall be solely responsible for Pharmacist's salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance and similar items, and shall indemnify and hold Hospital harmless from and against all such items, liability and costs (and attorneys' fees and other costs of defending against the same) arising from any claim by or on behalf of CHI, any governmental agency, or any other person alleging that CHI or any Pharmacy is an employee of Hospital.

SECTION 9 GENERAL PROVISIONS.

9.1 Cumulation of Remedies.

The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

9.2 Notices.

Hospital and CHI designate the individual designated below who shall be authorized to communicate with the other party with respect to this Agreement. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered to a party upon personal delivery to that designated person: (i) on the second (2nd) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (ii) on the fourth (4th) business day following deposit of a certified letter with the United States Postal Service, postage prepaid, and in both cases addressed to the party's address set forth below, or to any other address that the party provides by notice, in accordance with this Section, to the other party.

If to Hospital _____:

Attention:

Facsimile No.: (____) _____

If to CHI _____:

Attention:

Facsimile No.: (____) _____

9.3 Assignment.

a. Except as provided in Section 9.3(b) herein, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Except as specifically provided in this Agreement, any attempted assignment or delegations of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

b. The Parties acknowledge that CHI may elect to transfer all rights and obligations under this Agreement to a wholly owned affiliate or a subsidiary of an affiliate of CHI of which CHI is the sole corporate member.

9.4 No Third Party Rights.

This Agreement has been made and is made solely for the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

9.5 Waiver.

All waivers of rights, powers and remedies by a party to this Agreement must be in writing. No delay, omission or failure by a party to exercise any right, power or remedy to which a party may be entitled shall impair any such right, power or remedy, nor shall such be construed as a release by a party of such right, power or remedy or as a waiver of or acquiescence in any such action, unless such action shall have been cured in accordance with the terms of this Agreement. A waiver by a party of any right, power or remedy in any one instance shall not constitute a waiver of the same or any other right, power or remedy in any other instance.

9.6 Headings.

The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

9.7 Partial Invalidity.

If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

9.8 Integration.

This Agreement (as well as the agreements and other documents referred to in this Agreement) constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties with regard to the subject matter described herein. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

9.9 Amendments.

This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties. (Do we have to designate who has the legal authority to sign?)

9.10 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

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

CATHOLIC HEALTH INITIATIVES

By: _____
Title: _____

[HOSPITAL NAME]

:

By: _____
Title: _____

