

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
Norfolk Division

|                             |   |               |
|-----------------------------|---|---------------|
| UNITED STATES OF AMERICA    | ) |               |
|                             | ) |               |
| v.                          | ) | No. 2:25-CR-1 |
|                             | ) |               |
| CHESAPEAKE REGIONAL MEDICAL | ) |               |
| CENTER,                     | ) |               |
|                             | ) |               |
| a/k/a CHESAPEAKE GENERAL    | ) |               |
| HOSPITAL,                   | ) |               |
|                             | ) |               |
| a/k/a CHESAPEAKE REGIONAL   | ) |               |
| HEALTHCARE                  | ) |               |
|                             | ) |               |
| Defendant.                  | ) |               |
|                             | ) |               |

**OPPOSITION TO DEFENDANT’S “EMERGENCY” MOTION TO DISMISS**

The United States of America, by and through its attorneys, Erik S. Siebert, United States Attorney, and E. Rebecca Gantt and Elizabeth M. Yusi, Assistant United States Attorneys, now responds in opposition to the defendant CHESAPEAKE REGIONAL MEDICAL CENTER (“CRMC”)’s Emergency Motion to Dismiss the Indictment for Lack of Jurisdiction. ECF Nos. 45 (Motion) & 46 (Brief).

Defendant’s motion is meritless. Notwithstanding the defendant’s current contention that the lack of the name “Chesapeake Hospital Authority” on the indictment warrants dismissal, the defendant has appeared in this Court and entered numerous filings as “Chesapeake Regional Medical Center” in the more than seven months since being indicted. Its practice prior to appearing in this Court has been the same, using interchangeably the terms Chesapeake Hospital Authority and Chesapeake Regional Healthcare (and the predecessor names Chesapeake Regional Medical Center and Chesapeake General Hospital) in state court filings, in legal

contracts, on its website, and in claims to health insurance benefit programs. As this consistent practice shows, all of these terms are simply different names for the same entity: the defendant. And surely, if the hospital authority were a distinct entity from Chesapeake Regional Healthcare and its predecessor names, the defendant would not be arguing that the latter is imbued with the sovereign immunity of the former. The defendant's motion should be denied.

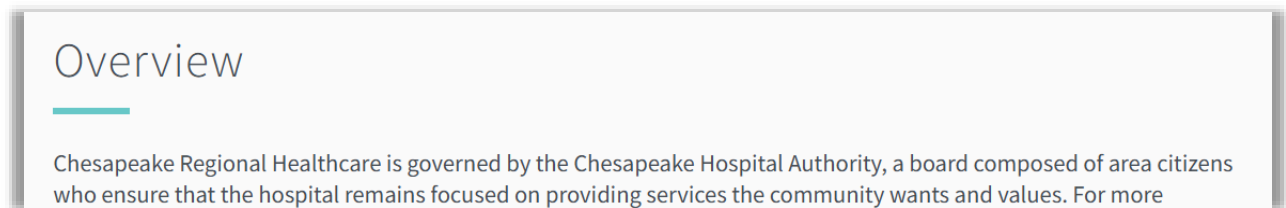
All that is required of an indictment is that it provide fair notice to the defendant, and that requirement has been amply complied with here. Should the Court deem amendment necessary, the proper remedy under the case law is for the Court to amend the indictment to correct a misnomer, and not dismissal. In an abundance of caution, the government moves the Court to amend the indictment to add "a/k/a Chesapeake Hospital Authority."

### **ARGUMENT**

It is long-settled law that an indictment "is an accusation against a person, and not against a name. A name is not of the substance of an indictment." *United States v. Fawcett*, 115 F.2d 764, 767 (3d Cir. 1940). *See also Faust v. United States*, 163 U.S. 452, 454 (1896); *United States v. Owens*, 334 F. Supp. 1030, 1031 (D. Minn. 1971) ("[A] name in an indictment is a matter of form and not substance. . . . This holding is given credence in light of the well accepted principle that a person may be indicted merely as John Doe until his true name becomes known and then an amendment may be allowed."). The charging instrument need only "be sufficiently definite that [the accused] shall not be again subjected to another prosecution for the same offense." *United States v. Johnson*, 741 F.2d 1338, 1341 (11th Cir. 1984).

Here, the indictment names as the defendant Chesapeake Regional Medical Center, a/k/a Chesapeake General Hospital, a/k/a Chesapeake Regional Healthcare. ECF No. 1 at 1. The

indictment recites that Chesapeake Regional Medical Center (“CRMC”) is a hospital in Chesapeake, renamed as Chesapeake Regional Healthcare (“CRH”) in 2015 and previously known as Chesapeake General Hospital (“Chesapeake General”). *Id.* ¶ 16. The indictment also references the Chesapeake Hospital Authority (“CHA”), describing it as the governing body over CRMC. *Id.* ¶ 27. This is consistent with the defendant’s very own representations on its website:



See <https://chesapeakeregional.com/about-us/chesapeake-hospital-authority> (last visited Aug. 2, 2025).

Seven and a half months after being indicted—and following numerous appearances in this Court under the indictment—the defendant now contends the Court lacks jurisdiction and must dismiss the indictment because it only names CRMC, CRH, and Chesapeake General, and does not identify “Chesapeake Hospital Authority” as a party. However, per the defendant’s own contention, this is a distinction without a difference, as all names refer to the exact same entity. ECF No. 46 at 2 (“Chesapeake Regional Medical Center,” “Chesapeake General Hospital,” and “Chesapeake Regional Healthcare” all merely constitute fictitious [sic] names used by CHA[.]”). The Virginia law the defendant cites as a basis for its alternate names establish the same thing, as the law governs a “person[’s]” use of an “assumed or fictitious name.” Va. Code § 59.1-69.

Unsurprisingly, the defendant's own long term practice in multiple forums is to use all of these names interchangeably, including all of the names listed in the indictment. Those forums include 1) **this Court**:

**NOTICE OF APPEARANCE ON BEHALF OF  
CHESAPEAKE REGIONAL MEDICAL CENTER**

William H. Newman, of the law firm Oberheiden P.C., hereby enters this appearance as counsel for defendant Chesapeake Regional Medical Center and requests that copies of all future

ECF No. 4;

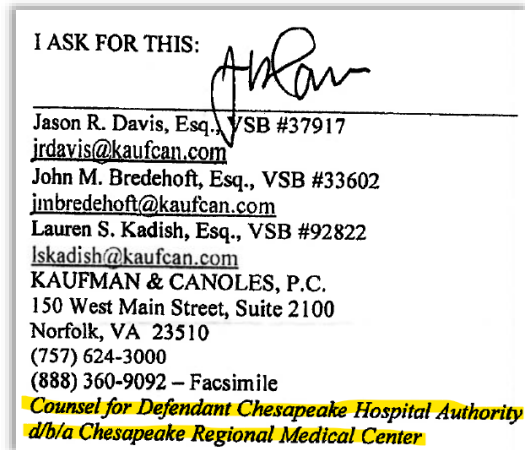
**CHESAPEAKE REGIONAL MEDICAL CENTER'S  
RULE 12.4 CORPORATE DISCLOSURE STATEMENT<sup>1</sup>**

Defendant Chesapeake Regional Medical Center certifies that it has no parents, trusts, subsidiaries and/or affiliates that have issued shares or debt securities to the public.

DATED: January 28, 2025

ECF No. 14; *see also, e.g.*, ECF No. 5 (*pro hac vice* motion by Nick Oberheiden); ECF No. 12 (motion entitled "Chesapeake Regional Medical Center's Motion to Dismiss the Indictment . . ."); 2) **state courts**, as shown in the exhibits attached to the defendant's own motion to dismiss on sovereign immunity grounds and in other filings the government has located:





ECF No. 13 at 50; *see also id.* at 60, 68, 75; Exhibit 1 (collected Chesapeake Circuit Court dockets where defendant, as the plaintiff, identifies as Chesapeake General Hospital, Chesapeake Regional Medical Center, and Chesapeake Regional Healthcare); 3) **contracts with outside entities**— including notably for this case, with health care benefit programs, *see* Exhibits 2 through 6; 4) **claims to health care benefit programs:**

| S_P_NAME                | BILL_PROV_NPI | BILL_PROV_NAME          | ATND_PROV_NPI |
|-------------------------|---------------|-------------------------|---------------|
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |
| CHESAPEAKE GENERAL HOSP | 1700896354    | CHESAPEAKE GENERAL HOSP | 1588611610    |

Excerpt from Medicaid sterilization billing data;

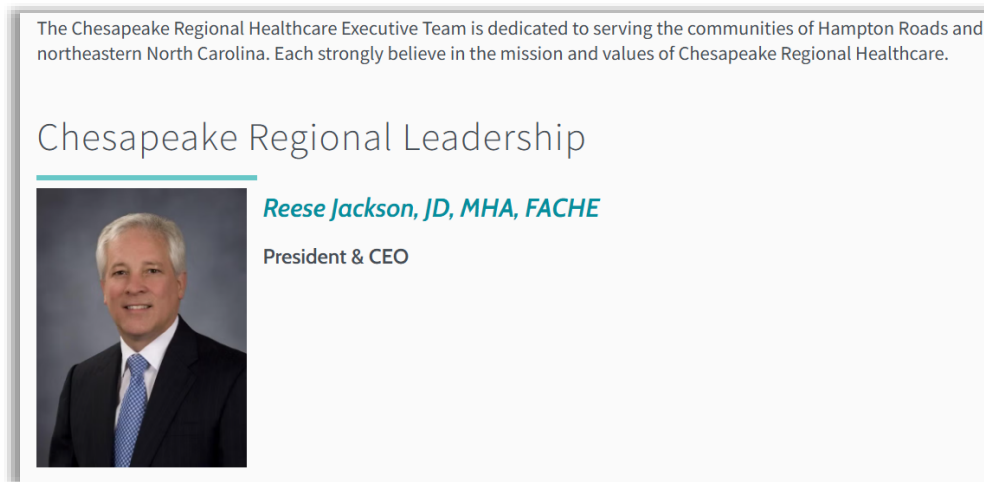
| Provider Name               | Tax Id    | Individual NPI | Group NPI  | Provider Address       |
|-----------------------------|-----------|----------------|------------|------------------------|
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |
| CHESAPEAKE GENERAL HOSPITAL | 237133975 |                | 1700896354 | 736 BATTLEFIELD BLVD N |

Excerpt from TRICARE obstetric billing data;

| CH-Contractor Num | FP-Facility Prov Num OSCAR | FP-Facility Prov Num NPI | FP-Facility Provider Master Name Single Derived |
|-------------------|----------------------------|--------------------------|-------------------------------------------------|
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |
| 11003             | 490120                     | 1700896354               | CHESAPEAKE HOSPITAL AUTHORITY                   |

Excerpt from Medicare billing data;

5) **public bond offerings**, see Exhibit 7; 6) **bank accounts**, see Exhibit 8; and 5) **on its website**, where it lists job positions identified in the indictment, such as CEO, CFO, and CMO, as the leadership of CRH, not CHA:



See <https://chesapeakeregional.com/about-us/executive-leadership> (last visited Aug. 2, 2025).

The principal case upon which the defendant relies, *United States v. ITT Blackburn Co.*, 824 F.2d 628 (8th Cir. 1987), is thus inapposite. That case involved the indictment naming an unincorporated subdivision of a corporation, not, as here, an indictment using alternate names for the same entity.

Regardless, if the Court finds that the name “Chesapeake Hospital Authority” should be listed on the indictment, the appropriate remedy is for the Court to amend the indictment to correct a misnomer. In an abundance of caution, the government moves the Court for the same. In *United States v. Young Brothers, Inc.*, 728 F.2d 682, 693 (5th Cir. 1984), the government originally named “Young Brothers, Inc.” as the defendant in the indictment; mid-trial, the district court granted the government’s motion to amend the indictment to change the defendant’s name to “Young Brothers, Inc. Contractors.” *Id.* The Fifth Circuit rejected the defendant’s challenge to the amendment. Although there was no entity with the name “Young Brothers, Inc.” at the time of the conspiracy alleged in the indictment, the court reasoned that “amendment will be allowed if a defendant’s rights are not affected and he is adequately apprised of the charges

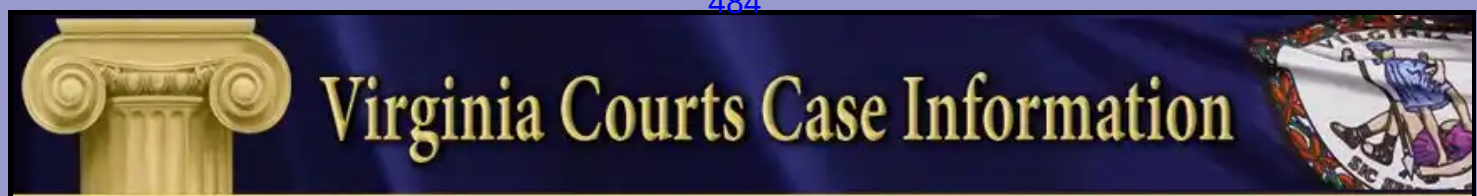
against him.” *Id.* at 693. Because the meaning of the indictment was plain, the defendant “was not surprised or prejudiced by the change” and the court upheld the district court’s mid-trial amendment. *Id.* See also *United States v. Dowdell*, 595 F.3d 50, 68 (1st Cir. 2010) (noting courts have “allowed ministerial corrections of clerical errors in names, dates, and citations, so long as the change would not deprive the defendant of notice of the charges against him”); *Johnson*, 741 F.2d at 1341 (“[A]mendments that are merely a matter of form are freely permitted.”).

The Fourth Circuit is in accord. In *United States v. Stewart*, 7 F.3d 228 (4th Cir. 1993) (unpublished), the indictment initially named the defendant’s brother, Warren Stewart, and the district court later amended the indictment to the defendant’s name, Ron Christopher Stewart. The Fourth Circuit rejected the defendant’s challenge to this amendment, noting that “a misnomer is a mistake of form that may be corrected by amending an indictment,” particularly where there was no evidence of any prejudice to the defendant. *Id.* Here, the defendant likewise cannot show any prejudice where it has appeared for months and clearly understood the allegations in the indictment.<sup>1</sup>

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<sup>1</sup> While the defendant now makes much of an isolated statement in one of the government’s filings entered six months ago, ECF No. 46 at 2 (citing ECF No. 23 at 3 (“CHA is not a named defendant in this case”)), it is the charging instrument, not a prosecutor’s statements, that controls. Further, in that filing the government ultimately did not dispute that any sovereign immunity CHA enjoyed was dispositive and, like the defendant, used the terms CRMC and CHA interchangeably. See, e.g., ECF No. 23 at 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 (repeated references to CHA). In any event, the government cannot be faulted for using the names CRMC, CRH, and Chesapeake General where the defendant has done the same for years, as discussed above. See *Stewart*, 7 F.3d 228 (upholding amendment where “it was [defendant’s] own falsehood that led to the wrong name being on the indictment”).





[Name List](#)
[Pleadings/Orders](#)
[Services](#)
[Main Menu](#)
[Logoff](#)

**Chesapeake Circuit - Civil Division**  
**Case Details**

|                                                                                 |                                      |
|---------------------------------------------------------------------------------|--------------------------------------|
| <b>Case Number:</b><br>CL15001515-00                                            | <b>Filed:</b><br>07/09/15            |
| <b>Filing Type:</b><br>Appointment Of Guardian And/Or Conservator               | <b>Filing Fee Paid</b><br>Yes        |
| <b>Appointment Type:</b><br>Guardian And Conservator By Medical/Care Facilities |                                      |
| <b>Number of Plaintiffs:</b><br>0002                                            | <b>Number of Defendants:</b><br>0002 |
| <b>Commenced By:</b><br>Initial Filing                                          |                                      |
| <b>Bond:</b>                                                                    | <b>Complex Case:</b>                 |

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

**Plaintiffs**

Plaintiff 1: **CEDAR MANOR ASSISTED LIVING**  
 Trading as:  
 Attorney: DRISCOLL, FRANK J; JR

Plaintiff 2: **CHESAPEAKE REGIONAL HEALTHCARE**  
 Trading as:  
 Attorney: DRISCOLL, FRANK J; JR

**Defendants**

Defendant1: **MURDEN, DORIS TODD**  
 Trading as:  
 Attorney: PRO SE

Defendant2: **APPOINT GUARDIAN/CONS**  
 Trading as:  
 Attorney: NA

**Hearings**

| # | Date     | Time   | Type                                | Room | Duration   | Jury | Result                             |
|---|----------|--------|-------------------------------------|------|------------|------|------------------------------------|
| 1 | 10/14/15 | 9:00AM | Appoint Guardian And/Or Conservator | 3    | 45 minutes |      | Appointed Guardian And Conservator |

**Date Ordered To Mediation:**

**Final Disposition**

- **Judgment:** Other
- **Final Order Date:** 10/14/15
- **Appealed Date:**
- **Concluded By:** Trial - Judge With Witnesses

>

Name List

Pleadings/Orders

Services

Main Menu

Logoff

Build #: 3.9.1.42



[Name List](#)
[Pleadings/Orders](#)
[Services](#)
[Main Menu](#)
[Logoff](#)

**Chesapeake Circuit - Civil Division**  
**Case Details**

|                                                                                 |                                      |
|---------------------------------------------------------------------------------|--------------------------------------|
| <b>Case Number:</b><br>CL15001906-00                                            | <b>Filed:</b><br>08/14/15            |
| <b>Filing Type:</b><br>Appointment Of Guardian And/Or Conservator               | <b>Filing Fee Paid</b><br>Yes        |
| <b>Appointment Type:</b><br>Guardian And Conservator By Medical/Care Facilities |                                      |
| <b>Number of Plaintiffs:</b><br>0001                                            | <b>Number of Defendants:</b><br>0002 |
| <b>Commenced By:</b><br>Initial Filing                                          |                                      |
| <b>Bond:</b>                                                                    | <b>Complex Case:</b>                 |

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

**Plaintiffs**

Plaintiff: **CHESAPEAKE GENERAL HOSPITAL**  
 Trading as:  
 Attorney: **SHERWIN, MARY ELIZABETH**

**Defendants**

Defendant1: **HOLLOWAY, DONALD B**  
 Trading as:  
 Attorney: **PRO SE**  
  
 Defendant2: **APPOINT GUARDIAN, CONS**  
 Trading as:  
 Attorney: **NA**

**Hearings**

| # | Date     | Time   | Type                                | Room | Duration   | Jury | Result                             |
|---|----------|--------|-------------------------------------|------|------------|------|------------------------------------|
| 1 | 09/09/15 | 9:00AM | Motion - Other-Pretrial             | 3    | 15 minutes |      | Continued Generally                |
| 2 | 09/16/15 | 9:00AM | Appoint Guardian And/Or Conservator | 3    | 15 minutes |      | Appointed Guardian And Conservator |

**Date Ordered To Mediation:**

**Final Disposition**

- **Judgment:** Other
- **Final Order Date:** 09/16/15
- **Appealed Date:**



• **Concluded By:**

Trial - Judge With Witnesses

>

Name List

Pleadings/Orders

Services

Main Menu

Logoff

Build #: 3.9.1.42



# Virginia Courts Case Information

[Name List](#)[Pleadings/Orders](#)[Services](#)[Main Menu](#)[Logoff](#)

## Chesapeake Circuit - Civil Division

### Case Details

|                                                                                 |                                      |
|---------------------------------------------------------------------------------|--------------------------------------|
| <b>Case Number:</b><br>CL16000155-00                                            | <b>Filed:</b><br>01/20/16            |
| <b>Filing Type:</b><br>Appointment Of Guardian And/Or Conservator               | <b>Filing Fee Paid</b><br>Yes        |
| <b>Appointment Type:</b><br>Guardian And Conservator By Medical/Care Facilities |                                      |
| <b>Number of Plaintiffs:</b><br>0001                                            | <b>Number of Defendants:</b><br>0002 |
| <b>Commenced By:</b><br>Initial Filing                                          |                                      |
| <b>Bond:</b>                                                                    | <b>Complex Case:</b>                 |

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

### Plaintiffs

Plaintiff: **CHESAPEAKE GENERAL HOSPITAL**  
Trading as:  
Attorney: **SHERWIN, MARY ELIZABETH**

### Defendants

Defendant1: **BEMBERRY, WILLIAM**  
Trading as:  
Attorney: **PRO SE**

Defendant2: **APPOINT GUARDIAN/CONS**  
Trading as:  
Attorney: **PRO SE**

### Hearings

| # | Date     | Time   | Type                                | Room | Duration   | Jury | Result    |
|---|----------|--------|-------------------------------------|------|------------|------|-----------|
| 1 | 02/10/16 | 9:00AM | Appoint Guardian And/Or Conservator | 3    | 15 minutes |      | Withdrawn |

**Date Ordered To Mediation:**

**Final Disposition**

- **Judgment:** Other
- **Final Order Date:** 08/14/19
- **Appealed Date:**
- **Concluded By:** Purged After 3 Years

>

[Name List](#)

[Pleadings/Orders](#)

[Services](#)

[Main Menu](#)

[Logoff](#)

Build #: 3.9.1.42



# Virginia Courts Case Information

[Name List](#)
[Pleadings/Orders](#)
[Services](#)
[Main Menu](#)
[Logoff](#)

## Chesapeake Circuit - Civil Division

### Case Details

|                                                                                 |                                      |
|---------------------------------------------------------------------------------|--------------------------------------|
| <b>Case Number:</b><br>CL17000462-00                                            | <b>Filed:</b><br>02/24/17            |
| <b>Filing Type:</b><br>Appointment Of Guardian And/Or Conservator               | <b>Filing Fee Paid</b><br>Yes        |
| <b>Appointment Type:</b><br>Guardian And Conservator By Medical/Care Facilities |                                      |
| <b>Number of Plaintiffs:</b><br>0001                                            | <b>Number of Defendants:</b><br>0002 |
| <b>Commenced By:</b><br>Initial Filing                                          |                                      |
| <b>Bond:</b>                                                                    | <b>Complex Case:</b>                 |

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

### Plaintiffs

Plaintiff: **CHESAPEAKE GENERAL HOSPITAL**  
 Trading as:  
 Attorney: **SHERWIN, MARY ELIZABETH**

### Defendants

Defendant1: **SHAW, DANIEL**  
 Trading as:  
 Attorney: **JAMES, ANDREW K**

Defendant2: **APPOINT GUARDIAN/CONSERVATOR**  
 Trading as:  
 Attorney: **NA**

### Hearings

| # | Date     | Time   | Type                                | Room | Duration   | Jury | Result                |
|---|----------|--------|-------------------------------------|------|------------|------|-----------------------|
| 1 | 03/15/17 | 9:00AM | Appoint Guardian And/Or Conservator | 6    | 15 minutes |      | Appointed Guardian    |
| 2 | 04/12/17 | 9:00AM | Motion - Other Posttrial            | 6    | 30 minutes |      | Appointed Conservator |

**Date Ordered To Mediation:**

Final Disposition

- **Judgment:** Other
- **Final Order Date:** 03/15/17
- **Appealed Date:**
- **Concluded By:** Trial - Judge With Witnesses

>

Name ListPleadings/OrdersServicesMain MenuLogoff

Build #: 3.9.1.42



# Virginia Courts Case Information

[Name List](#)
[Pleadings/Orders](#)
[Services](#)
[Main Menu](#)
[Logoff](#)

## Chesapeake Circuit - Civil Division

### Case Details

|                                                                                 |                                      |
|---------------------------------------------------------------------------------|--------------------------------------|
| <b>Case Number:</b><br>CL18000691-00                                            | <b>Filed:</b><br>01/30/18            |
| <b>Filing Type:</b><br>Appointment Of Guardian And/Or Conservator               | <b>Filing Fee Paid</b><br>Yes        |
| <b>Appointment Type:</b><br>Guardian And Conservator By Medical/Care Facilities |                                      |
| <b>Number of Plaintiffs:</b><br>0001                                            | <b>Number of Defendants:</b><br>0001 |
| <b>Commenced By:</b><br>Initial Filing                                          |                                      |
| <b>Bond:</b>                                                                    | <b>Complex Case:</b>                 |

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

### Plaintiffs

Plaintiff: **CHESAPEAKE GENERAL HOSPITAL**  
 Trading as:  
 Attorney: **SHERWIN, MARY ELIZABETH**

### Defendants

Defendant: **HOHNEY, EMMONS**  
 Trading as:  
 Attorney: **THOMASSON, BRIAN A**

### Hearings

| # | Date     | Time   | Type                                | Room | Duration   | Jury | Result             |
|---|----------|--------|-------------------------------------|------|------------|------|--------------------|
| 1 | 02/28/18 | 9:00AM | Appoint Guardian And/Or Conservator | 4    | 30 minutes |      | Continued          |
| 2 | 03/07/18 | 9:00AM | Appoint Guardian And/Or Conservator | 6    |            |      | Appointed Guardian |

**Date Ordered To Mediation:**

### Final Disposition

- **Judgment:** Other

- **Final Order Date:** 03/07/18
- **Appealed Date:**
- **Concluded By:** Trial - Judge With Witnesses

>

Name ListPleadings/OrdersServicesMain MenuLogoff

Build #: 3.9.1.42



# Virginia Courts Case Information

[Name List](#)[Pleadings/Orders](#)[Services](#)[Main Menu](#)[Logoff](#)

## Chesapeake Circuit - Civil Division

### Case Details

|                                                                                 |                                      |
|---------------------------------------------------------------------------------|--------------------------------------|
| <b>Case Number:</b><br>CL19007586-00                                            | <b>Filed:</b><br>10/24/19            |
| <b>Filing Type:</b><br>Appointment Of Guardian And/Or Conservator               | <b>Filing Fee Paid</b><br>Yes        |
| <b>Appointment Type:</b><br>Guardian And Conservator By Medical/Care Facilities |                                      |
| <b>Number of Plaintiffs:</b><br>0001                                            | <b>Number of Defendants:</b><br>0001 |
| <b>Commenced By:</b><br>Initial Filing                                          |                                      |
| <b>Bond:</b>                                                                    | <b>Complex Case:</b>                 |

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

### Plaintiffs

Plaintiff: **CHESAPEAKE GENERAL HOSPITAL**  
Trading as:  
Attorney: **SHERWIN, MARY ELIZABETH**

### Defendants

Defendant: **CROFT, MARY I**  
Trading as:  
Attorney: **PRO SE**

### Hearings

| # | Date     | Time   | Type                                | Room | Duration   | Jury | Result                             |
|---|----------|--------|-------------------------------------|------|------------|------|------------------------------------|
| 1 | 11/13/19 | 9:00AM | Appoint Guardian And/Or Conservator | 4    | 15 minutes |      | Appointed Guardian And Conservator |

**Date Ordered To Mediation:**

### Final Disposition

- **Judgment:** Other
- **Final Order Date:** 11/13/19
- **Appealed Date:**
- **Concluded By:** Trial - Judge With Witnesses

>



[Name List](#)[Pleadings/Orders](#)[Services](#)[Main Menu](#)[Logoff](#)



Build #: 3.9.1.42



# Virginia Courts Case Information


[Name List](#)
[Pleadings/Orders](#)
[Services](#)
[Main Menu](#)
[Logoff](#)

## Chesapeake Circuit - Civil Division

### Case Details

|                                                                    |                                      |
|--------------------------------------------------------------------|--------------------------------------|
| <b>Case Number:</b><br>CL20000468-00                               | <b>Filed:</b><br>01/14/20            |
| <b>Filing Type:</b><br>Appointment Of Guardian And/Or Conservator  | <b>Filing Fee Paid</b><br>Yes        |
| <b>Appointment Type:</b><br>Conservator By Medical/Care Facilities |                                      |
| <b>Number of Plaintiffs:</b><br>0001                               | <b>Number of Defendants:</b><br>0001 |
| <b>Commenced By:</b><br>Initial Filing                             |                                      |
| <b>Bond:</b>                                                       | <b>Complex Case:</b>                 |

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

### Plaintiffs

Plaintiff: **CHESAPEAKE GENERAL HOSPITAL**  
 Trading as:  
 Attorney: **SHERWIN, MARY ELIZABETH**

### Defendants

Defendant: **PRATT, DORIS**  
 Trading as:  
 Attorney: **PRO SE**

### Hearings

| # | Date     | Time   | Type                                | Room | Duration   | Jury | Result                                       |
|---|----------|--------|-------------------------------------|------|------------|------|----------------------------------------------|
| 1 | 02/12/20 | 9:00AM | Appoint Guardian And/Or Conservator | 4    | 15 minutes |      | Appointed Temporary Guardian And Conservator |
| 2 | 04/13/20 | 9:00AM | Appoint Guardian And/Or Conservator | 2    |            |      | Appointed Guardian And Conservator           |

### Date Ordered To Mediation:

### Final Disposition

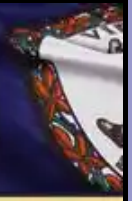
- **Judgment:** Other
- **Final Order Date:** 04/14/20
- **Appealed Date:**
- **Concluded By:** Trial - Judge With Witnesses

>

[Name List](#)
[Pleadings/Orders](#)
[Services](#)
[Main Menu](#)
[Logoff](#)



# Virginia Courts Case Information

[Name List](#)[Pleadings/Orders](#)[Services](#)[Main Menu](#)[Logoff](#)

## Chesapeake Circuit - Civil Division

### Case Details

|                                        |                                      |
|----------------------------------------|--------------------------------------|
| <b>Case Number:</b><br>CL23001954-00   | <b>Filed:</b><br>03/14/23            |
| <b>Filing Type:</b><br>Garnishment     | <b>Filing Fee Paid</b><br>Yes        |
| <b>Number of Plaintiffs:</b><br>0001   | <b>Number of Defendants:</b><br>0002 |
| <b>Commenced By:</b><br>Initial Filing |                                      |
| <b>Bond:</b>                           | <b>Complex Case:</b>                 |

If there are more than three plaintiffs or defendants as indicated under "Number of Plaintiffs" or "Number of Defendants" in the table above, please contact the court for the additional party information.

### Plaintiffs

Plaintiff: **CHESAPEAKE REGIONL MEDICL CNTR**  
Trading as:  
Attorney: **VANHORN, RACHEL E; ESQ**

### Defendants

Defendant1: **CONCEPCION, JORGE LUIS; JR**  
Trading as:  
Attorney: **PRO SE**

Defendant2: **GREENBRIER AVA C, LLC**  
Trading as:  
Attorney: **PRO SE**

### Hearings

| # | Date     | Time    | Type        | Room | Duration | Jury | Result    |
|---|----------|---------|-------------|------|----------|------|-----------|
| 1 | 08/01/23 | 10:00AM | Garnishment | 4    |          |      | Continued |
| 2 | 09/05/23 | 10:00AM | Garnishment | 4    |          |      | Dismissed |

**Date Ordered To Mediation:**

**Final Disposition**

- **Judgment:** Other
- **Final Order Date:** 09/14/23
- **Appealed Date:**
- **Concluded By:** Dismissal

>

Name List

Pleadings/Orders

Services

Main Menu

Logoff

Build #: 3.9.1.42

## CLAIM SERVICE AGREEMENT

Claims Compensation Bureau, LLC, located at 1100 E. Hector Street, Suite 250, Conshohocken, PA 19428 ("CCB"), and Chesapeake Regional Medical Center, located at 736 Battlefield Blvd. North, Chesapeake, VA 23320 (Taxpayer ID#: 23-7133975) (the "Client"), as of the 11th day of August, 2021 ("Effective Date"), and in consideration of the mutual benefits accruing and expected to accrue hereunder, agree to be bound by the following agreement ("Agreement"):

1. During this Agreement, CCB will act as exclusive agent for Client and all of its related entities, subsidiaries, affiliates, locations, and any successors-in-interest, to complete and file class action claims in the Blue Cross Blue Shield Antitrust Litigation, MDL 2406 ("Claims"). Client authorizes CCB to request information necessary for the completion of claim forms from Client or any third parties, to execute and file claim forms and to correspond with the claims administrators. This Agreement does not obligate CCB to file Claims if Client or the third parties do not provide CCB with the information necessary for the filing of a complete claim or Client does not qualify.
2. Client agrees (a) to pay CCB a fee equal to thirty percent (30%) of the proceeds collected from the Client's share of the Claim(s) ("Fees"); and (b) that proceeds from each Claim will be paid to CCB and deposited into CCB's bank account; after which CCB will deduct its Fees and forward the net amount to Client not later than fifteen (15) business days after the proceeds are received by CCB. Fees are all-inclusive and no additional costs or expenses will be charged.
3. Client acknowledges that upon execution of this Agreement and prior to its completion and filing of the Claims on behalf of Client, CCB will begin work related to the Claims. Consequently, this Agreement shall remain in full force and effect until such time as all Claims proceeds to which the Client is entitled have been fully paid, and CCB has received payment in full of all Fees related thereto.
4. General:
  - (a) All information designated as confidential shall be held by recipient in confidence and shall not be used except for internal business purposes. Client agrees that the terms and conditions of this Agreement shall be considered confidential information and shall not be disclosed without the prior written consent of CCB.
  - (b) CCB WARRANTS IT WILL EXERCISE ITS BEST EFFORTS IN FILING THE CLAIMS BUT CLIENT UNDERSTANDS AND AGREES THAT CCB MAKES NO GUARANTEE REGARDING RECOVERY OF AMOUNTS OWED UNDER ANY CLAIMS. CCB EXPRESSLY DISCLAIMS (i) ANY WARRANTY, REPRESENTATION OR COVENANT TO FIND EVERY POTENTIAL CLASS ACTION CASE IN WHICH CLIENT MAY BE ELIGIBLE TO PARTICIPATE AND (ii) ANY OTHER WARRANTIES OR REPRESENTATIONS, INCLUDING WARRANTIES FOR THE COMPLETENESS, ACCURACY, OR TIMELINESS OF THE INFORMATION USED IN THE FILING OF CLAIMS. AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CCB DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
  - (c) Notwithstanding anything else in this Agreement or otherwise, neither party shall be liable or obligated with respect to any claim arising from or related in any way to this Agreement, the subject matter of this Agreement, or the services provided under this Agreement, under any contract, negligence, strict liability or other legal or equitable theory (i) for any amounts in excess in the aggregate of the Fees paid to CCB hereunder for the twelve month period prior to the event giving rise to the cause of action; (ii) for any cost of procurement of substitute goods, services or rights; (iii) for any indirect, incidental, punitive or consequential damages (including, without limitation, damages for lost profits or increased expenses); or (iv) for any matter beyond its reasonable control. Nothing in this Section 4(c) shall alter or limit in any way CCB's right to receive Fees hereunder.
  - (d) Client understands and agrees CCB is a consulting firm, not affiliated with the claims administrator and is not providing legal services or legal advice. Client has chosen to engage CCB but understands it is not a Court requirement to hire CCB to file its Claims.
  - (e) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws provisions thereof. Any disputes under this Agreement must be filed either in the Court of Common Pleas for Montgomery County, Pennsylvania or in Federal Court for the Eastern District of Pennsylvania.
  - (f) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the parties with respect to the subject matter hereof. The subject matter of this Agreement is limited to the performance of services related to the Claims specified herein. Any separate agreement(s) related to different claims shall remain in full force and effect unless terminated in writing by separate instrument(s). This Agreement may only be amended by a writing signed by both parties.

## CLAIMS COMPENSATION BUREAU, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone: (610) 834-9010 Fax: (610) 834-9014

Chesapeake Regional Medical Center daniel.mitchell@chesapeake-regional.com  
 Client Name \_\_\_\_\_ Email Address: \_\_\_\_\_  
 By:  Date: 08/11/2021  
 Authorized Signature  
 Print Name: Reese Jackson Title: CEO/President  
 Telephone: 757-313-6861 Fax: 757-312-6184



## PREFERRED PROVIDER ORGANIZATION AGREEMENT

THIS AGREEMENT (the "Agreement"), is made and entered into between CORVEL HEALTHCARE CORPORATION ("CorVel"), a California corporation, and CHESAPEAKE REGIONAL HEALTHCARE, an individual, corporation, partnership or other legal entity, on behalf of itself, the persons and entities referenced in Section 3.16 and **Exhibit B** and any other entity controlled by it that provides Covered Services to Covered Persons (collectively "Provider"). This Agreement shall become effective upon the date that it is signed and dated by CorVel.

### RECITALS

WHEREAS, CorVel is an independent provider of disability management and cost containment services, organized to operate on behalf of Payors; and

WHEREAS, Provider is a duly licensed healthcare practitioner, healthcare facility, or is a professional corporation, partnership, or other legal entity employing or managing duly licensed healthcare practitioners; and

WHEREAS, CorVel and Provider desire to enter into an agreement whereby Provider shall provide such health and medical services to Covered Persons as are covered by contracts or agreements between CorVel and Payors, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

### 1. DEFINITIONS

- 1.1 "Covered Person" or "Beneficiary" is an individual who is eligible for Covered Services under a Medical Plan.
- 1.2 "Contracted Services" means those Covered Services which Provider is licensed to provide and which Provider will provide to Covered Persons in accordance with this Agreement.
- 1.3 "Covered Services" are health care services including, but not limited to, hospital, physician and other health care practitioner services, medications and supplies rendered to Covered Persons by a Participating Provider for which reimbursement is required by Medical Plan.
- 1.4 "Compensability" is the sole determination by a Payor whether an illness or injury has occurred as a result of an accident or injury including but not limited to arising out of and in the course and scope of employment.
- 1.5 "Medical Plan" means the policy, plan document, program, or other legally enforceable instrument sponsored by a Payor, a Payor's affiliate, individual, employer, or other group or association to provide Covered Services to Covered Persons, including but not limited to group health, individual health, auto first party medical, no fault and liability insurance policies or programs, occupational accident, Jones Act, Federal Longshore and Harbor Workers' Compensation Act, short and/or long term disability and workers' compensation.

- 1.6 "Payor(s)" is an entity including but not limited to an employer, insurance carrier, trust, Medical Plan, nonprofit facility service plan, association, governmental unit, managed care organization, third-party administrator and/or other entity that is obligated to pay for, provides, insures, processes, arranges for or administers the provision of or indemnification of Covered Services.
- 1.7 "Health Care Provider" is a licensed (where required to be licensed by law) provider of Covered Services including but not limited to physicians, individual practitioners, hospitals, institutions, facilities, laboratories, chiropractors and/or physical therapists or other health care or health care services/supplies providers, in those states where such Health Care Provider provides health care services, and any of its principals, shareholders, agents or employees (who shall also be duly licensed where required by law).
- 1.8 "Participating Provider(s)" is a Health Care Provider that has contracted with CorVel either directly or indirectly through an affiliate network to provide Covered Services under a Medical Plan to eligible Covered Persons under an alternative method of fee reimbursement.
- 1.9 "Affiliated Provider/Physician" is a physician or licensed health professional who has met credentialing requirements and is a member in good standing on the Provider's staff.
- 1.10 "Professional Review" is a review of the medical bill and records for the purpose of determining relatedness, compensability, appropriateness of services/supplies provided to a Covered Person under a Medical Plan, and may include, but is not limited to, utilization and case management, bill review, utilization and medical review and review for appropriate billing and coding.
- 1.11 "UCR" is defined as:
- Usual – A charge is considered "Usual" if it is the fee that most providers in the area charge for the same service.
  - Customary – A charge is considered "Customary" if it is within the range of fees that most providers who practice in the area charge.
  - Reasonable – A charge is considered "Reasonable" if it is both usual and customary or if it is justified by the Payor because of complexity. Payor, CorVel or its designees use a nationally recognized third party database for UCR charges.

In determining UCR prevailing rates, Payors, CorVel or their designees use either (a) CorVel's Enhanced Bill Review database or other nationally recognized databases to provide benchmarks for hospital charges in a hospital Health Care Provider's geographic area and (b) databases provided by FAIR Health, Inc. or other nationally recognized databases to provide benchmarks for charges by non-hospital Health Care Providers in the applicable geographic area. The UCR prevailing rate is the 80th percentile of the relevant database benchmark for the fees and charges in Provider's geographic area.

## 2. RELATIONSHIP OF PARTIES



- 2.1 Independent Contractors. The relationship between CorVel and Provider is one of independent contractors. Nothing herein is intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent contractors. Neither of the parties, nor any of their respective officers, directors, employees, agents or representatives shall act as nor be construed to be the partner, agent, employee, or representative of the other.
- 2.2 Provider-Patient Relationship. CorVel and Provider acknowledge and agree that Provider renders services to Covered Persons within a Provider-patient relationship and that this relationship will be maintained. Subject to the terms of this Agreement, Provider shall exercise independent professional judgment in providing Contracted Services and in determining the method, details, and means used.
- 2.3 Indemnification. Each party to this Agreement agrees to indemnify, defend, and hold harmless the other party and the other party's officers, directors, agents, and employees from all third party claims, omissions, liabilities, damages, losses, and expenses, including legal costs and attorney's fees, arising from injuries or damages to persons or property to the extent proximately caused by any negligent or willful acts or omissions by the indemnifying party or the indemnifying party's officers, directors, agents, and employees, in connection with the duties and obligations or activities of the indemnifying party under this Agreement.
- 2.4 Liability for Obligations. Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either party to this Agreement to be liable or responsible for any debt, liability, or obligation of the other party.

### 3. OBLIGATIONS OF PROVIDER

- 3.1 Services. Provider shall provide prompt Covered Services to Covered Persons at all times and in the same manner and in accordance with the same standards, and within the same time availability as health care services are provided to other patients of Provider. Provider shall provide only those services that Provider is licensed and qualified to provide. Provider shall be available to provide Covered Services to Covered Persons (and on-call coverage for emergency needs of Covered Persons) twenty-four (24) hours a day, seven (7) days a week, including holidays, in coordination with other Participating Providers. Provider shall also abide by the Service Standards set forth in **Exhibit A**, attached to this Agreement and incorporated by this reference.
- 3.2 Communication. For all Covered Persons, Provider shall maintain communication with Payor or Payor's designee regarding the Covered Person's condition in accordance with the Service Standards set forth in **Exhibit A**. For Workers' Compensation Covered Persons, Provider shall maintain communication with Payor or Payor's designee as to the extent of Covered Person's injury, approximate return to work date, and Covered Person's ability to perform regular job duties or light duty responsibilities also in accordance with **Exhibit A**.
- 3.3 Non-Discrimination. Provider shall not in any way or manner discriminate against Covered Persons on the basis of race, color, creed, national origin, ancestry, religion, sex, sexual orientation, marital status, age, physical or mental handicap, or any other status or



condition protected by applicable state or federal laws.

- 3.4 Preparation of, Retention of, and Access to Records. Provider shall prepare, maintain, and retain all medical, financial, and administrative records in compliance with applicable state and federal laws including HIPAA. Provider shall grant CorVel and Payors access to such records in accordance with applicable state and federal laws.
- 3.5 Insurance. Provider shall remain duly licensed to provide Contracted Services under applicable state laws and shall provide throughout the entire term of this Agreement, at Provider's sole cost and expense, professional malpractice liability insurance policy insuring Provider and Provider's employees and agents in a minimum amount of \$1 million per single occurrence and \$3 million annual aggregate and in the case of a "claims made" policy, an extended reporting endorsement or "tail" for a period of not less than three (3) years with identical policy limits or meet state minimum requirements. Provider shall provide CorVel with a minimum of thirty (30) days prior written notice in the event any such insurance policies are canceled, changed, or amended or any adverse actions against Provider are taken by any licensing or regulatory authority. Upon request, Provider shall furnish to CorVel written evidence that all such policies of insurance are in full force and effect and in compliance with the terms of this Agreement.
- 3.6 Credentialing. Provider agrees to comply with all credentialing and recredentialing policies and procedures of CorVel, which are available on the CorVel provider relations page at [www.corvel.com/provider-relations](http://www.corvel.com/provider-relations) and expressly incorporated by reference herein. These policies and procedures may be amended from time to time and will be sent to the provider upon written request. Provider acknowledges and agrees that satisfaction of credentialing requirements is a condition of Provider becoming and/or remaining a Participating Provider with CorVel, including any entity that is subsequently added to the Agreement through written notification. Provider authorizes CorVel to release to Payors any and all information, records, summaries of records, and statistical reports specific to Provider (including but not limited to professional qualifications, adverse actions and credentialing information) without notice to or consent of Provider.
- 3.7 Utilization Management and Quality Assurance Programs. Provider shall participate in, cooperate with, follow and abide by CorVel's policies, procedures and applicable guidelines regarding and falling under Quality Assurance, Utilization Management, Peer Review, Medical Provider Prescribers and Grievance and Appeal procedures. These policies are available on the CorVel provider relations page at [www.corvel.com/provider-relations](http://www.corvel.com/provider-relations) and expressly incorporated by reference herein. These policies and procedures may be amended from time to time and will be sent to the provider upon written request. Provider also agrees to cooperate with Payor's, CorVel's or its designee's requests for, but not limited to, information, records, reports, files, data, or documentation of services provided in performing such functions. Provider understands that failure to cooperate with the Payor's, CorVel's or its designee's utilization management, quality assurance and Professional Review programs may result in denial of payment by the Payor and possible termination of this Agreement for cause pursuant to paragraph 6.3.
- 3.8 Minimum Utilization Thresholds. Provider agrees and understands that in order to remain in the CorVel network pursuant to this Agreement, minimum utilization of medical services must be met. Specifically, in the event Provider has not been providing any Contracted or

Covered Services under this Agreement to Covered Persons for a period of six (6) months or greater, Provider agrees that this Agreement may be terminated immediately by CorVel in CorVel's absolute discretion.

- 3.9 Marketing Materials. Provider shall permit CorVel to list Provider's demographic information including, but not limited to, name, address, phone number, Contracted Services and affiliated practitioners in marketing materials and directories. Provider agrees to notify CorVel thirty (30) days prior to the effective date of any changes to its demographic information.
- 3.10 Grievance Procedure. Provider shall comply with CorVel and Payors in resolving any disputes or grievances initiated by Covered Persons participating in the CorVel or Payor programs or by Provider regarding Contracted Services furnished by Provider.
- 3.11 Referrals to Participating Providers. Unless otherwise approved or directed in advance by CorVel or a Payor, Provider shall make commercially reasonable efforts to refer Covered Persons only to Participating Providers for Covered Services. Neither Party will make any referrals in violation of State or federal law, including the anti-kickback statutes, section 1128B(b) of the Social Security Act. Any provision to the contrary is void *ab initio*.
- 3.12 Non-Solicitation. Throughout the term of this Agreement, including any renewal hereof, Provider shall not engage in the following activities:
- a) Direct or indirect solicitation of Covered Persons which may be reasonably interpreted by CorVel as designed to persuade a Covered Person to disenroll from a Payor;
  - b) Direct or indirect solicitation of a Payor which may be reasonably interpreted by CorVel as designed to persuade a Payor to discontinue its relationship with CorVel;
  - c) Negotiation or entry into a contract with a Payor for the purpose of providing such Payor a direct contractual relationship with Provider; and
  - d) Direct recruitment or solicitation of any CorVel employee.

In the event that Provider engages in such activities, Provider shall be assessed a penalty, payable to CorVel, of \$50,000 or 50% of the difference between Provider's billed charges and net reimbursement paid to Provider under this Agreement during the twelve (12) months immediately preceding the solicitation event, whichever is greater, for each solicitation activity in which Provider has engaged.

- 3.13 Network Agreements. In the event that CorVel has entered into, or subsequent to the effective date of this Agreement enters into, a contractual agreement with an affiliate network or group of which Provider is a member, the terms of such a contractual agreement will supersede the terms of this Agreement if so elected by CorVel or if so required by the affiliate network or group.
- 3.14 Accessibility of Care. At CorVel's written request Provider agrees to provide to CorVel appropriate and reasonable information necessary for CorVel to (a) establish the ratio of Employees to staff in order to reasonably assure that all Covered Services offered by CorVel will be accessible to Employees on an appropriate basis without delays detrimental to the health of Employees, and (b) monitor, evaluate and address problems regarding accessibility



of care. Provider agrees to comply with CorVel's standards regarding accessibility of care, including but not limited to appointment availability and waiting time as described in this Agreement and **Exhibit A**.

- 3.15 Corporations or Partnerships. If Provider enters into this Agreement as a corporation, partnership, or other form of legal entity, all shareholders, partners, affiliated practitioners, and/or employees of such entity are listed in **Exhibit B** attached hereto, shall provide Covered Services to Covered Persons and shall be bound and shall abide by the provisions of this Agreement. Provider shall notify CorVel in writing within five (5) working days of any change to the information contained in **Exhibit B**.

#### 4. OBLIGATIONS OF CORVEL

- 4.1 Marketing. CorVel agrees to promote Provider to Payors and Covered Persons as a Participating Provider in CorVel's preferred provider organization network by listing Provider's contact information (name, address, and telephone number, and Provider specialty type in the CorVel directory of Participating Providers. Workplace notices also contain a toll free number that directs injured employees to participating providers. Provider agrees that Provider is responsible for the accuracy of Provider's contact information provided to CorVel. Provider agrees to provide to CorVel, in writing, any changes to such information, including but not limited to practice name, addresses, telephone numbers, tax identification numbers and/or healthcare affiliates at least thirty (30) days prior to the effective date of any such change. CorVel has no obligation to promote, channel or steer Provider to Payors or Covered Persons other than those described in this Section.
- 4.2 Payment. CorVel shall use commercially reasonable efforts to expedite payment by Payors within applicable state and federal guidelines for Provider's bills that are complete, accurate, and ready for processing and to make commercially reasonable efforts to assist Provider to settle PPO payment disputes with Payors participating with CorVel.

#### 5. PROVIDER REIMBURSEMENT

- 5.1 Compensation. Provider understands and agrees that Providers' bill(s) for Contracted Services will be reduced to any applicable federal or state mandated fee schedule, federal or state mandated DRG and/or UCR (as defined in Section 1.11), and may be adjusted or reduced pursuant to Professional Review. Provider agrees that any discounts provided under **Exhibit C** for payment for Contracted Services will be applied following any adjustments resulting from Professional Review, mandated fee schedules, mandated DRGs and/or UCR. Provider shall accept as payment in full the lesser of UCR, an applicable federal or state mandated fee schedule, federal or state mandated DRG or prospective payment amount, or other applicable amount set forth in **Exhibit C**, attached to this Agreement and incorporated by this reference, for Contracted Services rendered under this Agreement. CorVel is not the Payor, guarantor, or underwriter of the Payor. Provider agrees that CorVel will not be held responsible for any payment decisions relating to, or payment for, Contracted Services. Provider agrees that pre-payment will not be required under the terms of this Agreement. Provider agrees to accept the reimbursement amounts set forth in this Agreement as payment in full and further agrees to refrain from filing liens or any other claims for reimbursement for any and all services

covered under this Agreement with the Workers' Compensation Appeals Board or any other venue outside of the dispute procedures set forth in this Agreement.

- 5.2 Billing Procedures. Provider shall submit complete, accurate and ready for processing bills reflecting Provider's regular charges on an appropriate billing form as directed by CorVel or Payor or governed by applicable state guidelines within one hundred twenty (120) days of the date the Covered Service was rendered. Failure of Provider to submit charges (a bill) in such manner will result in non-payment to Provider for the Covered Services rendered. Provider shall provide additional supporting reports, cost invoices or documentation as requested by CorVel and/or Payor. In the event that Provider has electronic billing capabilities, Provider shall notify CorVel of such capabilities and shall make commercially reasonable efforts to submit bills electronically in a mutually agreed upon format if requested by CorVel. Provider agrees to submit any bills for reconsideration within one hundred twenty (120) days of payment by Payor, and acknowledges that Payor shall deny payment for any later submissions.
- 5.3 Patient Billing. Provider shall not balance bill Covered Persons or employers any portion of discounted, reduced or denied amounts whether or not the Provider believes its compensation for the service or supply is made in accordance with the reimbursement provisions of this Provider Agreement. This provision does not prevent Provider from collecting payment for applicable copayments or deductibles, or for non-Covered Services, as defined in the Covered Person's Medical Plan.
- 5.4 Coordination of Benefits. Provider shall make commercially reasonable efforts to secure information on the sources of third party coverage available to a Covered Person for whom Provider provides Covered Services, and shall forward such information to the primary Payor or its designee. Provider agrees to coordinate benefits with other Payors in accordance with health plan industry and state and federal requirements, and to submit copies of all bills coordinated with other Payors, upon request, to the primary Payor or its designee. Provider shall cooperate with the primary Payor's subrogation and coordination of benefits activities.

## 6. TERM AND TERMINATION

- 6.1 Term and Renewal. The term of this Agreement shall be for a period of twelve (12) months from the date set forth above and shall be automatically renewed for successive one (1) year periods unless <notice of non-renewal is sent by either party to the other no later than thirty (30) days prior to the expiration of the one year term> sooner terminated in accordance with the terms of this Agreement.
- 6.2 Termination Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party of such termination.
- 6.3 Termination With Cause. Notwithstanding anything to the contrary contained in this Agreement, CorVel shall have the right to terminate this Agreement immediately upon written notice in the event that Provider ceases to comply with any of the CorVel credentialing standards, Utilization Management and Quality Assurance Programs, fails to meet Minimum Utilization Thresholds, ceases to be duly licensed to provide Contracted Services under applicable state laws, ceases to maintain required professional liability



insurance coverage, fails to comply with the American College of Occupational and Environmental Medicine Practice Guidelines, Official Disability Guidelines, Medical Disability Advisor, Milliman Care Guidelines, Optimed, and/or MEDecision, fails to comply with CorVel billing guidelines and/or makes false claims, is convicted of a felony offense or a misdemeanor involving moral turpitude, is disciplined, becomes insolvent, or is adjudicated as a bankrupt, or its business comes into possession or control, even temporarily, of any trustee in bankruptcy, or a receiver is appointed for it, or it makes a general assignment for the benefit of creditors, or engages in conduct endangering Covered Persons as determined by CorVel or governing agencies in its or their sole and absolute discretion, or if CorVel or the Payors determine, in their sole and absolute discretion, that the health, welfare, or safety of any Covered Person may be jeopardized if this Agreement is not terminated. If any of these events occurs, no interest in this Agreement may be deemed an asset of creditors, nor may any interest in this Agreement pass by the operation of law without the consent of the other party.

- 6.4 Termination Due to Material Breach. Termination may be effected for breach of Agreement or default in the performance of any provision herein if such breach is not corrected to the reasonable satisfaction of the non-breaching party within thirty (30) days of receipt of written notice of the breach from the non-breaching party. All terms and provisions of this Agreement shall remain in effect until the effective date of termination.
- 6.5 Obligations Following Termination. Upon any termination of this Agreement, Provider shall continue to provide Contracted Services to any Covered Person receiving Contracted Services at that time until the earliest to occur of the following: (i) the Covered Person is discharged; (ii) treatment is completed; or (iii) the Covered Person is transferred to another Participating Provider. Provider shall only look to Payor for reimbursement for Contracted Services. Following the effective date of termination, this Agreement shall be of no further force or effect except for those provisions herein that have been specifically identified to survive the term of this Agreement and except that each party shall remain liable for any obligation or duty arising from activities carried on by it prior to the effective date of termination.
- 6.6 Provider Appeal Process for Network Termination. Upon any termination of this Agreement for any reason, Provider shall have the right to appeal the termination in accordance with the CorVel Appeal Policy for Network Non-Selection or Termination. This policy is available on the CorVel provider relations page at [www.corvel.com/provider-relations](http://www.corvel.com/provider-relations) and expressly incorporated by reference herein. This policy and procedure may be amended from time to time and will be sent to the provider upon written request.

#### GENERAL PROVISIONS

- 7.1 Invalid Provisions. The unenforceability or invalidity of any term, condition, or provision hereof, shall in no way affect the enforceability or validity of the remaining terms, conditions, and provisions of this Agreement.

## 7.2 DISPUTE RESOLUTION

READ THIS DISPUTE RESOLUTION PROVISION CAREFULLY. IT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY THE PARTIES WILL RESOLVE ANY CLAIMS WHICH THEY HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE. AMONG OTHER THINGS, IF A CLAIM HAS NOT BEEN RESOLVED THROUGH NEGOTIATION AND IS ARBITRATED: (i) NO PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM; (ii) A PARTY'S ABILITY TO OBTAIN INFORMATION OR DISCOVERY FROM ANOTHER PARTY AND TO APPEAL IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT; (iii) THERE WILL BE NO RIGHT TO PURSUE A CLASS ACTION IN COURT OR IN ARBITRATION OR TO CONSOLIDATE CLAIMS; (iv) THE FEES CHARGED BY THE ARBITRATION ADMINISTRATOR MAY BE HIGHER THAN FEES CHARGED BY A COURT; AND (v) OTHER RIGHTS THAT A PARTY WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

A. Negotiation and Escalation of Disputes. In the event of any dispute, controversy or claim arising from or relating to this Agreement or the breach thereof ("Claim"), the parties will attempt in good faith to negotiate a solution to their differences. If negotiation does not result in a resolution of the Claim within thirty (30) days of the date when one party first notifies the other of the Claim or such other time agreed to by the parties, any party desiring to pursue that Claim must do so exclusively pursuant to the arbitration provision set forth in Section 7.2.B.

B. Arbitration Provision. To the extent permitted by applicable law, any Claim which a party desires to pursue which has not been resolved through negotiation under Section 7.2.A shall be submitted to and finally resolved by arbitration in accordance with the following terms.

i. Claim. "Claim," as used in Section 7.2.A, includes, without limitation, initial claims and counterclaims, disputes based on statutes, regulations, ordinances, common law, equity, constitutions, contracts, torts and acts of every type (whether intentional, fraudulent, reckless or negligent), and requests for monetary and equitable relief. This arbitration provision shall apply to the parties hereto, to their officers, directors, employees, affiliates, agents, contractors, assigns and to third party beneficiaries of this Agreement. "Claim" includes only a party's individual claims and not class action, consolidated or private attorney general claims, as set forth in Section 7.2.B.(vi), or a dispute concerning the validity or enforceability of Section 7.2.B.(vi).

ii. Governing Law. This Agreement involves interstate commerce, and this arbitration provision shall be governed, interpreted and enforced pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq. (and by the law of the state where [Provider] is domiciled or headquartered to the extent state law governs the enforceability of the arbitration provision under Section 2 of the FAA).

iii. Administrator. The arbitration shall be administered by the American Arbitration Association ("AAA") according to the Commercial Arbitration Rules (excluding the Optional Procedures for Large, Complex Commercial Disputes) and the Optional Rules for Emergency Measures of Protection of the AAA. A copy of the rules, forms and instructions for initiating an arbitration and additional information concerning the AAA may be obtained by contacting the AAA, 1633 Broadway, New York, NY 10019, (800) 778-7879, [www.adr.org](http://www.adr.org). If the AAA cannot or will not serve and the parties are unable to



select another administrator by mutual consent, a court with jurisdiction will select the administrator; provided that no arbitration may be administered, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision.

iv. Venue; Arbitrator Selection. Arbitration shall take place at a location agreed to by all parties or, in the absence of an agreement, at a place specified by the AAA. The arbitration shall be heard by one (1) arbitrator who must be disinterested, experienced in commercial transactions, and knowledgeable about the subject matter of this Agreement. The arbitrator shall be appointed jointly by the parties within thirty (30) days following the date on which the arbitration is instituted and shall apply the AAA rules. If the parties are unable to agree upon an arbitrator within said thirty (30)-day period, the arbitrator shall be selected pursuant to the AAA rules within thirty (30) days thereafter.

v. Arbitrator Authority. The decision of the arbitrator shall be executory, final and binding upon the parties hereto, except for any appeal rights under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall follow the substantive law applicable to the Claim to the extent consistent with the FAA and this Agreement, applicable statutes of limitation and applicable privilege rules. The arbitrator will not have the power to award any damages excluded by, or in excess of, any damage limitations expressed in this Agreement. The arbitrator also will not have authority to conduct class-wide, consolidated or private attorney general arbitration, as set forth in Section 7.2.B.(vi). Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis for the award.

vi. Class Action and Consolidation Waiver. Regardless of anything else in this Agreement or this arbitration provision, no party to this Agreement or person or entity covered by this arbitration provision will be allowed to participate in a class action in court or in class-wide arbitration, whether as a class representative, class member or otherwise, or act as a private attorney general, in connection with any arbitration or court proceeding involving this Agreement or any Claim covered by this Agreement. In addition, any arbitration or court proceeding involving this Agreement or any Claim covered by this Agreement may not be joined or consolidated with any other arbitration or court proceeding involving a different agreement or different parties. The arbitrator has no power or authority to conduct class-wide, consolidated or private attorney general arbitration. The validity and effect of this Class Action and Consolidation Waiver may be determined only by a court and not by an arbitrator. If a determination is made in a proceeding involving the parties to this Agreement that the Class Action and Consolidation Waiver is invalid or unenforceable, only this sentence of this Arbitration Provision will remain in force and the remainder of this arbitration provision shall be null and void, provided that the determination concerning the Class Action and Consolidation Waiver shall be subject to appeal.

vii. Arbitration Costs. The compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the parties. The AAA's fee schedule is posted on its website or may be obtained by writing or calling the AAA. Each party must pay for that party's own



attorneys, experts and witnesses unless applicable law, this Agreement or the AAA's rules provide otherwise.

viii. Continued Effect of Arbitration Provision. This arbitration provision will remain in force even if (a) there is a breach of or default under this Agreement, (b) this Agreement has been terminated and (c) a party to this Agreement becomes bankrupt or insolvent or a bankruptcy or insolvency proceeding is begun by or against a party to this Agreement, to the extent consistent with applicable bankruptcy law.

ix. Other Provisions. (a) If court proceedings to stay litigation or compel arbitration or otherwise enforce rights under this Agreement are necessary, the party who unsuccessfully opposes such proceedings will reimburse and pay all associated costs, expenses and attorneys' fees that are reasonably incurred by the other party. (b) In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such Claim would be barred by the applicable statute of limitations. (c) All proceedings that take place under or in connection with this arbitration provision shall be considered Confidential Information of both parties and subject to appropriate confidentiality restrictions and/or protective orders. (d) Either party may apply to the arbitrator to seek injunctive relief until such time as the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, interim or provisional equitable relief that is necessary to protect the rights or property of that party, pending establishment of the arbitral tribunal. (e) In the event of a conflict or inconsistency between this arbitration provision and the rules or policies of the AAA, or between this arbitration provision and other parts of this Agreement, this arbitration provision shall govern.

x. Acknowledgements. The parties hereby acknowledge that this Agreement is a commercial, not a consumer, contract; that they have had a full and fair opportunity to negotiate the terms of this Agreement and this arbitration provision and to consult with and utilize counsel of their choice before signing this Agreement; and that they have entered into this Agreement and this arbitration provision knowingly, intelligently, voluntarily and of their own free will.

7.3 Force Majeure. No Party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by any Party's employees, or any other cause beyond the reasonable control of such Party.

7.4 Ambiguity. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one Party.

7.5 Amendment. Any amendment to this Agreement proposed by CorVel shall be effective upon thirty (30) days written notice to Provider by CorVel if Provider has not notified CorVel in writing of Provider's rejection. This Agreement may not be modified or amended by Provider without the written approval of CorVel. All amendments are subject to the notice requirements in Section 7.7 of this Agreement.

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.

7.6 Entire Agreement. This Agreement, including any and all Exhibits and addendums, if any, attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, including, without limitation, all prior agreements and contracts entered into by Provider with CorVel, whether oral or written.

7.7 Notices. All notices, requests, demands, amendments, or other communications under this Agreement shall be in writing and sent to the other party via first class mail, registered or certified, return receipt requested, postage prepaid, and properly addressed as follows:

To CorVel:  
PPO Development Department  
CorVel Corporation

With Copy To:  
Director of Legal Services  
CorVel Corporation  
2010 Main Street, Suite 600  
Irvine, CA 92614

To Provider:

Chesapeake Regional Healthcare

CFO

736 Battlefield Blvd., N

Chesapeake, VA 23320

Email:

7.8 Disclaimer of Liability. Notwithstanding anything contained herein that may be construed to the contrary, the parties hereby agree that CorVel shall not be liable and/or responsible for:

The diagnosis, treatment, and/or manner of providing Covered Services and/or other health care services by any Participating Provider, including but not limited to any claim or cause of action for malpractice against any Participating Provider arising out of the provision of Covered Services and/or other health care services to any Covered Person.

Any misrepresentation or failure to disclose information by any Participating Provider and/or any damage or loss caused or suffered as a result of such misrepresentation or failure to disclose information.

Any payments for Covered Services and/or other monies related to any claim; and/or the pursuit of any other third party to recover same.

Any monies paid by Payor to any Participating Provider which monies Payor subsequently seeks to recover.

In no event shall either party be liable to the other for any consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable.



- 7.9 Successors and Assignment. The rights and obligations of CorVel under this Agreement may be assigned at any time by CorVel to an affiliate network or to a successor-in-interest in the event of the sale of all or substantially all of its assets. The rights and obligations of Provider under this Agreement may be assigned at any time by Provider to a successor-in-interest in the event of the sale of all or substantially all of its assets. This Agreement may not otherwise be assigned without the prior written consent of CorVel and Provider, which consent shall not be unreasonably withheld.
- 7.10 Enforceability and Waiver. The invalidity and non-enforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.
- 7.11 Record Maintenance. Provider and CorVel agree to keep confidential any and all records required to be prepared and/or maintained by this Agreement and to take all reasonable precautions to prevent the unauthorized disclosure of same. Ownership and access to all such records, including but not limited to Covered Person records, shall be controlled by applicable laws.
- 7.12 Operations of Parties. Throughout the term of this Agreement, both parties shall use their best efforts to comply with the terms of this Agreement and to continually comply with all applicable laws and regulations. A duty of good faith and fair dealing is hereby imposed upon, acknowledged and accepted by both parties.
- 7.13 Payor as Third Party. Provider acknowledges that services provided under this Agreement are for the benefit of Payors participating with CorVel and that such Payors shall have the right to enforce any provision specified herein.
- 7.14 Headings. Headings are solely for convenience and shall not be used in interpreting the text of this Agreement.
- 7.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- 7.16 Governing Law. This Agreement shall be governed by and construed in all respects according to the applicable laws of the state where Provider is domiciled or headquartered, except for Section 7.2, which shall be governed by the Federal Arbitration Act.
- 7.17 Confidentiality and Proprietary Rights. "Confidential Information" shall mean all written and oral information and all documents and data previously or hereafter obtained by either party, or by any of either party's representatives, from the other party or its affiliates or representatives in connection with this Agreement and the transaction it contemplates. Without limiting this definition, "Confidential Information" shall include any financial information, negotiated contract rates, contract information, technical data, programs, credentialing/recredentialing policies and procedures, Customer lists, lists of employees and agents, sales and marketing plans, operation procedures and hospital, physician and other provider agreements and related information. Each party acknowledges that the other party's Confidential Information constitutes valuable property and trade secrets of the other party, which are entitled to protection. Subject to the following two sentences, each party

shall hold all Confidential Information of the other party in strict confidence, and neither party nor any of its affiliates or representatives shall directly or indirectly (a) use or permit the use of any of the Confidential Information for, or in connection with, any business of the other or any affiliate, its representatives or any other person whatsoever, or for any purpose other than the purposes contemplated by this Agreement, or (b) disclose or permit the disclosure of any of the other party's Confidential Information to any person or entity other than the other party's representatives. However, the agreement to hold Confidential Information in confidence and not to disclose it shall not extend to the following information that would otherwise constitute Confidential Information:

- A. Information that, at the time of the use or disclosure, was readily ascertainable from public sources or was known by or available to competitors, clients or customers of either party, by publication or otherwise, except for sources arise by virtue of this Agreement;
- B. Information that comes into one party's possession from a third party and that was not acquired by such third party from the other in violation of such third party's obligations of confidentiality;
- C. Information that has become generally available to the public through no act or omission of the receiving party or any of its affiliates or representatives; or
- D. Information required to be disclosed by law. In addition, either party may disclose Confidential Information of the other party to the disclosing party's legal counsel in the event of a dispute.

Upon termination or any breach of this Agreement and within four (4) months after a party receives written request from the other party for the return of Confidential Information in such circumstances, the receiving party shall deliver all documents constituting such Confidential Information. Any portion of the Confidential Information that consists of analysis, computations, studies or notes prepared by the receiving party or its representatives, shall be either held by the receiving party and kept confidential subject to the terms of this Agreement or destroyed.

Without in any way limiting any other obligations or liability of each party under this Agreement, each party shall take all appropriate and reasonable action by instruction or otherwise, to prevent the unauthorized use, disclosure, or copying of Confidential Information, and shall take reasonable precautions to protect and maintain the confidentiality of the Confidential Information.

CorVel and Provider acknowledge that the medical, financial and personal information (Consumer Information) collected and reviewed in connection with the Covered Services and the reports produced pursuant to those services may be confidential to the Covered Person, may be subject to federal and state laws and regulations relating to privacy and personally identifiable health information and therefore shall be used and republished only in connection with the administration of benefits under a Medical Plan, policy or program for the provision of health care services, and will not be otherwise released, disclosed or published by CorVel or by Provider except as permitted under this Agreement or required by law.



- 7.18 Audit. Subject to Section 7.17 of this Agreement for purposes of auditing Provider's performance of its obligations hereunder, Provider agrees that, during normal business hours and upon ten (10) days advance written notice, CorVel may examine records which Provider has kept which relate directly to the provision of Covered Services to Covered Persons provided by Provider. CorVel will provide a summary of the final results of such audit or examination to Provider. Provider will continue to provide CorVel such right of examination for a period of not less than one year after the date of discharge, end of the treatment or the end of CorVel's services in relation to the specific episode of care. All such records are and will remain the property of Provider. CorVel acknowledges that all information provided pursuant to this section is Confidential Information and subject to the same restrictions as set forth in Section 7.17 of this Agreement.

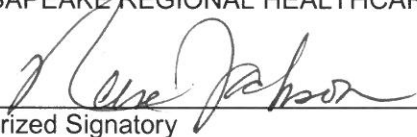
## 8. ACCESS TO RECORDS AND CONFIDENTIALITY

- 8.1 Access to Records. CorVel shall have access during regular business hours to all administrative, financial and medical books, records, reports and papers relating to the delivery of Covered Services to Employees, the cost of such delivery, and payments received by Provider from CorVel and/or any self-insured employer, group of self-insured employers, or insurer of an employer, an employee, or others.
- 8.2 Duplication of Records. The charge to CorVel, if any, for duplication of records by Provider shall not exceed the lowest available charge for commercial duplication in the community.
- 8.3 Confidentiality. The parties to this Agreement shall safeguard the confidentiality of Employee medical records and treatment, in accordance with state and federal laws. The parties also acknowledge that information regarding Provider's and CorVel's business operations, including but not limited to procedures, programs and reimbursement schedules are proprietary and confidential, and shall hold such information in strict confidence and not disclose or make available such information to any third party, except as required by a subpoena or court order lawfully and validly issued by a court of competent jurisdiction or as otherwise required by law. The party upon whom such subpoena or court order is served may make disclosures as required by such subpoena or court order, provided that the served party uses best efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the non-disclosing party to participate in the proceeding. Each party agrees that it will not directly or indirectly disclose, communicate, divulge, furnish to, or use for the benefit of itself, or any other person, firm or corporation, any of the trade secrets, designs, improvements, inventions, data, information, know-how, or other things belonging to the other, or the designs, ideas, or processes or any service provided by the other which may be communicated to it or which it may learn by virtue of its activities under this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

CHESAPEAKE REGIONAL HEALTHCARE

CORVEL HEALTHCARE CORPORATION

By:   
Authorized Signatory

By: \_\_\_\_\_  
Authorized Signatory

Reese Jackson  
Provider Name (Print)

\_\_\_\_\_  
Name (Print)

CEO  
Title

\_\_\_\_\_  
Title

8/13/2017  
Date Signed

\_\_\_\_\_  
Date Signed

23-7133975  
Federal Tax Identification Number

\_\_\_\_\_  
CorVel Contract Number

## EXHIBIT A

### SERVICE STANDARDS

ACCESSIBILITY STANDARDS: *If applicable to services being rendered by Provider*

| Category                 | Minimum Level                                                                                                                                                                                                                                                                                                    |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Appointment Availability | <ul style="list-style-type: none"><li>• Emergency (serious condition requiring immediate intervention) – Immediately</li><li>• Urgent (condition that could lead to a potentially harmful outcome if not treated) – Same day</li><li>• Non-Urgent Consult – Within fourteen (14) calendar days of call</li></ul> |
| Appointment Waiting Time | <ul style="list-style-type: none"><li>• Less than 30 minutes</li></ul>                                                                                                                                                                                                                                           |
| After Hours Access       | <ul style="list-style-type: none"><li>• 24 hour availability, Answering service or answering system with an option to page</li></ul>                                                                                                                                                                             |

### COMMUNICATION STANDARDS

- Dictate consultation within forty-eight (48) hours following patient appointment.
- Mail copy of dictated report to Payor or Payor's designee within five (5) business days following patient appointment. In the case of a Workers' Compensation Covered Person, provide additional copies of such report to Covered Person's employer, adjuster, and Payor.
- Cooperate with Payor's or CorVel's case managers regarding the Covered Person's care and return to work plan.
- In the case of a Workers' Compensation Covered Person, assess and document an opinion about Covered Person's work status during each encounter.
- Communicate Covered Person's status to Payor or Payor's designee upon request.
- Prepare additional progress reports in accordance with state and federal laws.

**EXHIBIT B**

**PROVIDER INFORMATION**

The contract terms set forth apply to the following locations and any sub-facility locations operating under the Tax identification numbers listed; in addition to those facilities modified upon written notification:

| <b>Facility Name:</b>                                                                                         | <b>Address</b>                                                                                                                                                                                                                                                                                                        | <b>Billing Address:</b>                                      | <b>Tax ID:</b> |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|----------------|
| Chesapeake Hospital Authority<br>dba Chesapeake General Hospital<br>T/A Chesapeake Regional Medical<br>Center | 736 Battlefield Blvd., N<br>Chesapeake, VA 23320<br><br>Other service addresses:<br>800 Battlefield Blvd., N<br>Chesapeake, VA 23320<br><br>844 Battlefield Blvd., N<br>Chesapeake, VA 23320<br><br>229 Clearfield Ave, Suite 200<br>Virginia Beach, VA 23462<br><br>1805 West City Drive<br>Elizabeth City, NC 27909 | PO Box 2028<br>Chesapeake, VA 23327                          | 23-7133975     |
| Comfort Care Home Health and<br>Hospice                                                                       | 667 Kingsborough Square<br>Suite 300<br>Chesapeake, VA 23320                                                                                                                                                                                                                                                          | 667 Kingsborough Square<br>Suite 300<br>Chesapeake, VA 23320 | 23-7133975     |
| Chesapeake Regional Medical<br>Group                                                                          | 667 Kingsborough Square<br>Suite 101<br>Chesapeake, VA 23320                                                                                                                                                                                                                                                          | PO Box 11314<br>Belfast, ME 04915-4004                       | 26-2366542     |
| Chesapeake Neuroinstitute, LLC<br>dba Chesapeake Regional<br>Neuroscience Institute                           | 667 Kingsborough Square<br>Suite 101<br>Chesapeake, VA 23320                                                                                                                                                                                                                                                          | PO Box 14099<br>Belfast, ME 04915                            | 20-5039854     |
| The Surgery Center of Chesapeake                                                                              | 844 Battlefield Blvd., N<br>Chesapeake, VA 23320                                                                                                                                                                                                                                                                      | 844 Battlefield Blvd., N<br>Chesapeake, VA 23320             | 54-2010320     |

This document contains confidential and proprietary information of the Parties and may not be disclosed or duplicated without the prior written consent of the Parties.



## EXHIBIT C

### PROVIDER REIMBURSEMENT

Provider agrees to accept the following reimbursement as payment in full, less any applicable copayments or deductibles:

#### Workers Compensation & Automobile Liability

- A. **INPATIENT SERVICES, OUTPATIENT SERVICES, EMERGENCY SERVICES, HOME HEALTH AND AMBULATORY SURGERY CENTERS RATES:** Provider agrees to provide services to covered persons at the applicable rates as follows according to type of services provided.

Provider shall be reimbursed the lesser of the following:

- 85% of billed charges
- 95% of usual, customary and reasonable (UCR) prevailing rates
- 95% of the current applicable federal or state mandated fee schedule or federal or state mandated DRG

- B. **PHYSICIANS RATES:** Provider agrees to provide physician's services to covered persons at the applicable rates as follows according to type of services provided.

Provider shall be reimbursed the lesser of the following:

- 85% of billed charges
- 95% of usual, customary and reasonable (UCR) prevailing rates
- 95% of the current applicable federal or state mandated fee schedule or federal or state mandated DRG

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#### Other Provisions:

- 1) Bills for services that are unlisted, have no unit value, or are "by report" shall be submitted by Provider using an "unlisted" or "other" procedure code along with an explanation and documentation describing the actual procedure performed and comparing that procedure to a procedure for which there is an existing CPT code. Based on Provider's submission of the foregoing information, such procedure shall be reimbursed according to CorVel's or Payor's UCR and/or Professional Review guidelines.
- 2) Unless otherwise reimbursed per state laws or regulations, surgical implants will be reimbursed at the Provider's actual cost plus 20%. Provider actual implant invoices must accompany the bill for implants.

**Sentara Health Plans, Inc.**  
**Hospital Participation Agreement**  
**with**  
**Chesapeake Regional Medical Center**

## Table of Contents

| Section | Description                                                             | Page |
|---------|-------------------------------------------------------------------------|------|
| 1.      | Definitions.....                                                        | 4    |
| 2.      | Hospital Obligations.....                                               | 9    |
| 3.      | SHP Obligations.....                                                    | 14   |
| 4.      | Compensation and Billing.....                                           | 15   |
| 5.      | Books and Records.....                                                  | 24   |
| 6.      | Member Grievance.....                                                   | 27   |
| 7.      | Insurance and Liability.....                                            | 27   |
| 8.      | Site Review.....                                                        | 29   |
| 9.      | Compliance with Law.....                                                | 29   |
| 10.     | Hospital Representations.....                                           | 29   |
| 11.     | Performance Feedback.....                                               | 30   |
| 12.     | Medicaid Obligations.....                                               | 30   |
| 13.     | Independent Contractor Relationship.....                                | 30   |
| 14.     | Independent Medical Judgment.....                                       | 31   |
| 15.     | Term of Agreement.....                                                  | 31   |
| 16.     | Termination.....                                                        | 31   |
| 17.     | Continuation of Care.....                                               | 33   |
| 18.     | Rights and Obligations upon Termination.....                            | 34   |
| 19.     | Confidentiality/Damaging Communications.....                            | 35   |
| 20.     | Use of Name, Symbols and Marks.....                                     | 36   |
| 21.     | Notice.....                                                             | 36   |
| 22.     | Amendment to Agreement.....                                             | 37   |
| 23.     | Modifications to Provider Manual.....                                   | 37   |
| 24.     | Regulatory Approval.....                                                | 38   |
| 25.     | Merger; Assignment/Subcontractors; Other Agreements; Force Majeure..... | 39   |
| 26.     | Counterparts.....                                                       | 40   |
| 27.     | Severability.....                                                       | 40   |
| 28.     | Headings.....                                                           | 40   |
| 29.     | Governing Law.....                                                      | 40   |
| 30.     | Right of Injunction.....                                                | 40   |
| 31.     | Federal Non Discrimination Requirements.....                            | 40   |
| 32.     | Change of Law.....                                                      | 40   |
| 33.     | Anti-Kickback Policy.....                                               | 41   |

|     |                                   |    |
|-----|-----------------------------------|----|
| 34. | Non-Waiver.....                   | 41 |
| 35. | Third Party Rights.....           | 41 |
| 36. | Prior Agreements.....             | 42 |
| 37. | Payors' Role.....                 | 42 |
| 38. | Network Rental.....               | 42 |
| 39. | Construction.....                 | 42 |
| 40. | Incorporation of Attachments..... | 42 |
| 41. | Antitrust.....                    | 42 |



**SENTARA HEALTH PLANS, INC.  
HOSPITAL PARTICIPATION AGREEMENT**

This Hospital Participation Agreement ("Agreement") is made and becomes effective **March 1, 2016**, (the "Effective Date") by and between Sentara Health Plans, Inc. ("SHP"), a Virginia corporation, and **Chesapeake Hospital Authority d/b/a Chesapeake Regional Medical Center** ("Hospital")(each a "Party" and collectively, the "Parties").

**RECITALS**

WHEREAS, SHP is a corporation organized in the Commonwealth of Virginia for the purpose of contracting with providers for the provision of health care services pursuant to health insurance benefit plans, as well as for benefit plan administration; and

WHEREAS, SHP contracts directly or indirectly with Payors (as defined herein), including, without limitation, Optima Health Plan, a corporation organized in the Commonwealth of Virginia and Affiliate of SHP ("OHP"), Optima Health Insurance Company, a corporation organized in the Commonwealth of Virginia and Affiliate of SHP ("OHIC"), Optima Health Group, Inc., a corporation organized in the Commonwealth of Virginia and Affiliate of SHP ("OHG"), employers, individuals, insurers, sponsors and others to provide, insure, arrange for or administer the provision of health care services; and

WHEREAS, SHP in turn contracts with physicians, hospitals and other health care providers to provide or arrange for the provision of such health care services at predetermined rates; and

WHEREAS, Hospital is duly authorized to operate as a hospital or psychiatric hospital, as the case may be, and to provide all Covered Services (as defined herein) required under this Agreement; and

WHEREAS, SHP desires to make Hospital Services available to Members (as defined herein), and Hospital desires to provide Hospital Services to Members according to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for the mutual reliance of the Parties hereto, it is mutually agreed by and between the Parties hereto as follows:

**1. Definitions**

- 1.1 **Affiliate** means any entity (a) that is owned or controlled, either directly or indirectly through a parent or subsidiary entity, by SHP, or any entity which is controlled by or under common control with SHP, and (b) which SHP has agreed may access services under this Agreement.

Anthem Blue Cross and Blue Shield  
2015 Staples Mill Road  
Post Office Box 27401  
Richmond, Virginia 23279



February 29, 2016

Jeffrey Brillhart  
Vice President & CFO  
Chesapeake Regional Medical Center  
736 Battlefield Blvd N  
Chesapeake, Va 23320  
Ph (757) 312-5274

Dear Jeffrey,

Enclosed is the signed executed EFA for Chesapeake Regional Medical Center. Please let me know if you have any questions.

Thanks Jeffrey,

Sincerely,

  
Jeffrey Jahn  
Provider Network Manager, Sr.  
Hospital Contracting  
Mail Drop -- VA 4004-RR14  
2221 Edward Holland Drive  
Richmond, VA 23230  
(804) 354-2396

Enclosures

**ANTHEM BLUE CROSS AND BLUE SHIELD  
FACILITY AGREEMENT**

**WITH**

**Chesapeake Hospital Authority, d/b/a Chesapeake  
Regional Medical Center**

**ANTHEM BLUE CROSS AND BLUE SHIELD  
FACILITY AGREEMENT**

This Facility Agreement (hereinafter "Agreement") is made and entered into by and between Anthem Health Plans of Virginia, Inc. doing business as Anthem Blue Cross and Blue Shield (hereinafter "Anthem") and Chesapeake Hospital Authority, d/b/a Chesapeake Regional Medical Center (hereinafter "Facility"). In consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

"Affiliate" means those Virginia-based entities (i) that are owned or controlled, either directly or through a parent or subsidiary entity, by Anthem, or any entity which is under common control with Anthem; (ii) that access the rates, terms or conditions of this Agreement; and (iii) which are listed on the following web site: [http://www.anthem.com/provider/va/f4/s0/t0/pw\\_b145749.pdf?refer=ahpprovider&state=va](http://www.anthem.com/provider/va/f4/s0/t0/pw_b145749.pdf?refer=ahpprovider&state=va).

"Anthem Rate" means the lesser of Facility's Charges for Covered Services, or the total reimbursement amount that Facility and Anthem have agreed upon as set forth in the Plan Compensation Schedule ("PCS"). The Anthem Rate shall represent payment in full to Facility for Covered Services.

"Case Rate" means the all inclusive Anthem Rate for an entire admission or one outpatient encounter including Covered Individual Cost Share.

"Chargemaster" or "Charges" means Facility's listing of Facility charges for products, services and supplies.

"Claim" means either the uniform bill claim form or electronic claim form in the format prescribed by Plan submitted by a facility for payment by a Plan for Health Services rendered to a Covered Individual. "Complete Claim" means, unless applicable law otherwise requires, an accurate Claim submitted pursuant to this Agreement, for which all information necessary to process such Claim and make a benefit determination is included.

"Coded Service Identifier(s)" means a listing of descriptive terms and identifying codes, updated from time to time by the Centers for Medicare and Medicaid Services ("CMS") or other industry source, for reporting Health Services on the UB-04 claim form or its successor. The codes include but are not limited to, American Medical Association Current Procedural Terminology ("CPT®-4"), CMS Healthcare Common Procedure Coding System ("HCPCS"), International Classification of Diseases, 9th Revision, Clinical Modification ("ICD-9-CM"), National Drug Code ("NDC"), and Revenue Codes or their successors.

"Cost Share" means all amounts which a Covered Individual is required to pay under the terms of the applicable Health Benefit Plan. Such payment may be referred to as an allowance, coinsurance, copayment, deductible, penalty or other Covered Individual payment responsibility, and may be a fixed amount or a percentage of applicable payment for Covered Services rendered to the Covered Individual.

"Covered Individual" means any individual who is eligible, as determined by Plan, to receive Covered Services under a Health Benefit Plan. For all purposes related to this Agreement, including all schedules, attachments, exhibits, manual(s), notices and communications related to this Agreement, the term "Covered Individual" may be used interchangeably with the terms Insured, Covered Person, Member, Enrollee, Subscriber, Dependent Spouse/Domestic Partner, Child or Contract Holder, and the meaning of each is synonymous with any such other.

"Covered Services" means Medically Necessary Health Services, as determined by Plan and described in the applicable Health Benefit Plan, for which a Covered Individual is eligible for coverage.

"DRG" means Diagnosis Related Group or its successor as established by CMS or other grouper as set forth in the PCS.

"DRG Rate" means the all inclusive dollar amount applied to the appropriate DRG Weight which results in the Anthem Rate, if the reimbursement methodology as set forth in the PCS is on a DRG basis. For the purposes of the PCS, the amount calculated under a DRG Rate methodology shall be considered a form of Case Rate.



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**From:** Amy E. Schultz[Amy.Schultz@chesapeakearegional.com]  
**Sent:** Tue 7/6/2021 8:18:55 PM (UTC)  
**To:** Daniel Mitchell[Daniel.Mitchell@chesapeakearegional.com]  
**Cc:** Reese Jackson[Reese.Jackson@chesapeakearegional.com]  
**Subject:** hospital name on 340B contracts

Good evening Dan,

I am working on setting up some contracts with Rite Aid, CVS, Walmart, and two independent pharmacies for the 340B program.

On our 340B HRSA application, we are showing up as Chesapeake General Hospital because it is pre-populating this information straight from the medicare cost report. Therefore, we are registering with HRSA as Chesapeake General Hospital as the covered entity. It has to match the cost report.

For my contract pharmacy documents, do I need to put "Chesapeake hospital authority DBA Chesapeake General Hospital DBA Chesapeake Regional Medical Center" in those agreements, or just Chesapeake General Hospital so that the covered entity name in the contracts matches what is in the HRSA database? Again, it all must match but don't want to short change the agreements if its in our best interest to list us with the DBA.

Thanks for weighing in,

Amy

Amy Schultz, PharmD, BCCCP | Director Of Pharmacy  
736 Battlefield BLVD, N. | Chesapeake, VA 23320  
o. 757-312-6168 | f. 757-312-6801 | m. 757-773-2323\_



**NEW ISSUE – BOOK ENTRY ONLY**

**S&P: A**  
**See "RATING" herein**

*Assuming compliance with certain covenants and subject to the qualifications described under "TAX MATTERS" herein, in the opinion of Bond Counsel, under existing law, interest on the Series 2019 Bonds (a) will not be included in gross income of owners of the Series 2019 Bonds for federal income tax purposes and (b) will not be an item of tax preference for purposes of the federal alternative minimum income tax. Recipients of such interest may also be subject to other federal income tax consequences as described under "TAX MATTERS" herein. In the opinion of Bond Counsel, under existing laws of the Commonwealth of Virginia, the Series 2019 Bonds, their transfer and the income therefrom including any profit made on the sale thereof, are exempt from taxation by the Commonwealth of Virginia and by any political subdivision thereof.*



**CHESAPEAKE REGIONAL  
HEALTHCARE**

**\$113,355,000**

**CHESAPEAKE HOSPITAL AUTHORITY**  
**Hospital Facility Revenue Bonds**  
**(Chesapeake Regional Medical Center)**  
**Series 2019**

**Dated:** Date of Delivery

**Due:** July 1, as shown on inside cover

**Denominations:** Integral multiples of \$5,000

**Interest Payable:** January 1 and July 1

**First Interest Payment:** January 1, 2020

**Form:** Book-Entry Only

The Series 2019 Bonds will be initially issued as fully registered bonds in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), which will act as the securities depository for the Series 2019 Bonds. Purchases of the Series 2019 Bonds will be made in book-entry form. Purchasers will not receive certificates representing their interests in Series 2019 Bonds purchased. So long as Cede & Co., as nominee of DTC, is the owner of the Series 2019 Bonds, references herein to the registered owners shall mean Cede & Co. not the actual purchaser of the Series 2019 Bonds and payments of principal and interest on the Series 2019 Bonds will be made to Cede & Co. as such registered owner. See **"Appendix F - Book-Entry Only System."** Beneficial interests in the Series 2019 Bonds shall be in authorized denominations of \$5,000 or any integral multiple thereof, and interest on the Series 2019 Bonds will be payable on January 1 and July 1 commencing on January 1, 2020. The Series 2019 Bonds mature at the times and in the amounts shown on the inside cover hereof.

The Series 2019 Bonds will be issued as an obligation under a Master Trust Indenture dated as of June 1, 2019 (the "Master Trust Indenture") between the Chesapeake Hospital Authority ("Chesapeake Regional"), CHA Foundation (the "Foundation") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as supplemented and amended by that certain First Supplement to Master Trust Indenture dated as of June 1, 2019 by and between Chesapeake Regional, the Foundation and the Trustee (the "Supplement" and together with the Master Trust Indenture, the "Indenture"). The proceeds of the Series 2019 Bonds will be used by Chesapeake Regional to finance (i) the costs of certain construction and expansion projects (as more particularly described below, the "2019 Project"), to refinance existing debt of Chesapeake Regional, and to finance the costs of issuing the Series 2019 Bonds.

The Series 2019 Bonds will be limited obligations of Chesapeake Regional and (except to the extent that payment thereof may be made from the proceeds of the sale of the Series 2019 Bonds or any investment income therefrom) will be payable solely from and secured by, with other Obligations (as defined in the Indenture) that may be issued in the future, each Obligor's (as defined in the Indenture) conveyance, pledge and assignment and grant of a security interest to the Trustee in (1) the Pledged Revenues (as hereinafter defined), (2) the funds, including moneys and investments therein, held by the Trustee pursuant to the terms of the Indenture, and (3) all other property of any kind mortgaged, pledged or hypothecated at any time as and for additional security under the Indenture by an Obligor or by anyone on its behalf or with its written consent in favor of the Trustee.

The Series 2019 Bonds are subject to redemption prior to maturity as described in **"THE SERIES 2019 BONDS - Redemption."**

The Series 2019 Bonds, the premium, if any, and the interest thereon shall not be a debt of the Commonwealth of Virginia, the City of Chesapeake or any political subdivision of the Commonwealth, other than Chesapeake Regional. Neither the Commonwealth, the City of Chesapeake nor any political subdivision of the Commonwealth, other than Chesapeake Regional, shall be obligated to pay the principal of or premium, if any, or interest on the Series 2019 Bonds or other costs incident thereto, nor shall the Series 2019 Bonds and the premium, if any, and the interest thereon and other costs incident thereto be payable out of any funds or properties other than the revenues and receipts pledged therefor.

This cover page contains limited information for quick reference only and is not a summary of this Official Statement. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision.

*The Series 2019 Bonds are offered when, as and if issued by Chesapeake Regional and received by the Underwriters, subject to the approval of their validity by Kaufman & Canoles, P.C., Richmond, Virginia, Bond Counsel, as described herein. Certain legal matters will be passed upon for Chesapeake Regional and the Foundation by Kaufman & Canoles, P.C., Richmond, Virginia; and for the Underwriters by McGuireWoods LLP, Richmond, Virginia. Delivery of the Series 2019 Bonds is on or about June 27, 2019, through the facilities of DTC.*

**PNC Capital Markets LLC**

**BofA Merrill Lynch**

**Wells Fargo Securities**

Dated: June 12, 2019

**TOWNE BANK**  
Business Online Banking Service Detail**Relationship Information**

|                                          |                            |
|------------------------------------------|----------------------------|
| Treasury Sales Officer<br>Pam Ellyson    | Prepared by<br>Pam Ellyson |
| Relationship Manager<br>Tricia Randall   | Date<br>06/28/2024         |
| Notes: Increase ACH limit to \$2,000,000 |                            |

**Member Information**

|                                                                                                |                       |                                |                                          |
|------------------------------------------------------------------------------------------------|-----------------------|--------------------------------|------------------------------------------|
| Member Company Name<br>Chesapeake General Hospital                                             |                       | Member TIN<br>[REDACTED]       | Company ID (Bank Use Only)<br>[REDACTED] |
| Primary Address<br>736 N Battlefield Blvd Chesapeake VA 23320                                  |                       | Primary Phone<br>757-312-8121  |                                          |
| Member Website (optional)                                                                      |                       | Number of Locations (optional) |                                          |
| Primary Billing Account<br>[REDACTED]                                                          | Acct Type<br>Analyzed | Charge Type<br>Analysis        | Start Date with Bank                     |
| Primary Billing Address (optional) <input checked="" type="checkbox"/> Same as Primary Address |                       |                                |                                          |

|                                               |             |                                                                               |
|-----------------------------------------------|-------------|-------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Update    |             |                                                                               |
| <b>Additional Entities</b>                    |             |                                                                               |
| <b>Entity Listing</b>                         |             |                                                                               |
| List entities with shared common signers only |             | <input checked="" type="checkbox"/> See attached spreadsheet for full listing |
| Add/Delete                                    | Entity Name | TIN                                                                           |
| _____                                         | _____       | _____                                                                         |
| _____                                         | _____       | _____                                                                         |
| _____                                         | _____       | _____                                                                         |
| _____                                         | _____       | _____                                                                         |
| _____                                         | _____       | _____                                                                         |

|                                                                                                 |                                                  |                               |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------|
| <input type="checkbox"/> New <input type="checkbox"/> Update <input type="checkbox"/> Terminate |                                                  |                               |
| <b>Business Online Administrator(s)</b>                                                         |                                                  |                               |
| <b>Primary System Administrator</b>                                                             |                                                  |                               |
| System Administrator Name<br>Shemaine Rose                                                      | Title<br>Controller                              |                               |
| Email Address<br>shemaine.rose@chesapeakeregional.com                                           | Phone Number<br>757-312-3154                     | Mobile Number<br>917-647-2815 |
| Preferred User ID (6 character minimum)<br>SHEMAINE                                             | Security PIN* (4-6 numeric characters)<br>OnFile | Place of Birth<br>OnFile      |
| <b>Secondary System Administrator (Optional)</b>                                                |                                                  |                               |
| System Administrator Name                                                                       | Title                                            |                               |
| Email Address                                                                                   | Phone Number                                     | Mobile Number                 |
| Preferred User ID (6 character minimum)                                                         | Security PIN* (4-6 numeric characters)           | Place of Birth                |
| *Security PIN is used by TowneBank to identify the System Administrator for telephone support.  |                                                  |                               |

|                                                                                                 |             |                                                                    |
|-------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------|
| <input type="checkbox"/> New <input type="checkbox"/> Update <input type="checkbox"/> Terminate |             |                                                                    |
| <b>Bill Pay</b>                                                                                 |             |                                                                    |
| <b>Account Listing</b>                                                                          |             | <input type="checkbox"/> See attached spreadsheet for full listing |
| Add/Delete                                                                                      | Entity Name | Account Number                                                     |
| _____                                                                                           | _____       | _____                                                              |
| _____                                                                                           | _____       | _____                                                              |
| _____                                                                                           | _____       | _____                                                              |
| _____                                                                                           | _____       | _____                                                              |