BEFORE THE INSURANCE DEPARTMENT
OF THE
COMMONWEALTH OF PENNSYLVANIA

Statement Regarding the Acquisition of Control of or Merger with
Domestic Insurers:

Highmark Inc.; First Priority Life Insurance Company; Inc.;
Gateway Health Plan, Inc.; Highmark Casualty Insurance Company;
Highmark Senior Resources Inc.; HM Casualty Insurance Company;
HM Health Insurance Company, d/b/a Highmark Health Insurance Company;
HM Life Insurance Company; HMO of Northeastern Pennsylvania, Inc.,
d/b/a First Priority Health; Inter-County Health Plan, Inc.;
Inter-County Hospitalization Plan, Inc.; Keystone Health Plan West, Inc.;
United Concordia Companies, Inc.; United Concordia Dental Plans of Pennsylvania, Inc.;
United Concordia Life and Health Insurance Company

By UPE, a Pennsylvania nonprofit corporation

SUPPLEMENTAL RESPONSE TO PID INFORMATION REQUEST 3.2.1 FROM THE PENNSYLVANIA INSURANCE DEPARTMENT

REQUEST 3.2.1:

The name, address of the entity that must give the consent or approval.

RESPONSE:

Attachment 3.2.1 is a chart setting forth governmental, regulatory, corporate and contractual[1] consents and/or approvals that are or reasonably may be required for or in connection with the Transaction, along with the entity's address, specific notices or consents required, the timing of such notices or consents and a brief description thereof. See attached.

West Penn Allegheny Health System
30 Isabella St., Suite 300
Pittsburgh, PA 15212

[1] Contracts reviewed are limited to those that involve the payment or receipt of over $900,000 annually.

Document Divider

Regulatory and Contractual Notices or Approvals

***Capitalized terms used below shall have the definition as set forth in the Affiliation Agreement**

Entity and Address	Filing or Notice/Consent Required	Description
Governmental Notices/Consents		
Pennsylvania Attorney General (Orphan's Court) Commonwealth of Pennsylvania Office of Attorney General Charitable Trusts and Organizations Section 14th Floor, Strawberry Square Harrisburg, PA 17120	Approval of Transaction	Pre-Closing Approval required. "Property committed to charitable purposes shall not, by any proceeding under Chapter 59 (relating to fundamental changes) or otherwise, be diverted from the objects to which it was donated, granted or devised, unless and until the board of directors or other body obtains from the court an order under 20 Pa.C.S. Ch. 77 Subch. D (relating to creation, validity, modification and termination of trust) specifying the disposition of the property." 15 Pa. C.S.A. § 5547 (b).
Pennsylvania Attorney General (Orphan's Court) Commonwealth of Pennsylvania Office of Attorney General Charitable Trusts and Organizations Section 14th Floor, Strawberry Square Harrisburg, PA 17120	Approval of Certain Amendments of Articles of Incorporation and Bylaws, if applicable, for various WPAHS Parties	Prior notice to Attorney General and prior Approval of Orphans' Court. "The power to amend, modify, alter or repeal these bylaws or Articles of Incorporation, is hereby exclusively vested in the Member of the Corporation subject, however, to Section 9 or Article III, and with respect to amendment of the following provisions in the bylaws and Articles of Incorporation of the Corporation, subject to prior notice to the Attorney General and the prior approval of the Orphans' Court: (i) provisions setting forth the purposes of the Corporation; (ii) provisions setting forth the powers reserved exclusively to the Member; (iii) provisions describing the manner in which the assets of the Corporation are to be distributed upon termination, dissolution or winding up of the Corporation; and (iv) provisions requiring notice to the Attorney General or approval of the Orphans' Court prior to the taking of certain action by the Corporation." (Sample WPAHS Party Bylaws)
Pennsylvania Department of Public Welfare ("DPW") Depart of Public Welfare P.O. Box 2675	Medicaid Participation	Notice required 30 days pre-Closing, with another notice recommended post-Closing for each participating WPAHS Party. "A change in ownership or control interest of 5% or more shall be reported to the

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Entity and Address	Filing or Notice/Consent Required	Description
Harrisburg, PA 17105-2675		Department within 30 days of the date the change occurs." 55 Pa. Code § 1101.43 "The operator of a registered shared health facility shall [n]otify the Bureau of Provider Relations within 15 days of changes in [t]he persons, partnerships or corporations having a financial interest in the shared health facility." 55 Pa. Code § 1102.32
DPW Depart of Public Welfare P.O. Box 2675 Harrisburg, PA 17105-2675	Psychiatric Unit Certificate of Compliance	Notification required 30 days post-Closing for certain WPAHS Parties. "The Department will be notified of a major change in the organizational structure or services." 55 Pa. Code § 5200.11 "The legal entity shall notify the Department at least 30 days in advance of the intention to change the legal entity, name, location or profit or nonprofit status of the facility or agency." 55 Pa. Code § 20.58
Pennsylvania Department of Health ("DOH") Pennsylvania Department of Health Health and Welfare Building 8th Floor West 625 Forster Street Harrisburg, PA 17120	Hospital License	Notice required 30 days pre-Closing for each Hospital. "A health care facility shall notify the Department in writing at least 30 days prior to a change in ownership or a change in the form of ownership or name of the facility. A change in ownership shall mean any transfer of the controlling interest in a health care facility." 28 Pa. Code § 51.4(b)
DOH Pennsylvania Department of Health Health and Welfare Building 8th Floor West	Hospice License	Notice required 30 days pre-Closing for at least one WPAHS Party. "A health care facility shall notify the Department in writing at least 30 days prior to a change in ownership or a change in the form of ownership or name of the facility. A change in ownership shall mean any transfer of the controlling interest in a health care

Entity and Address	Filing or Notice/Consent Required	Description
625 Forster Street Harrisburg, PA 17120		facility." 28 Pa. Code § 51.4(b)
DOH Pennsylvania Department of Health Health and Welfare Building 8th Floor West 625 Forster Street Harrisburg, PA 17120	Home Health Agency License	Notice required 30 days pre-Closing for certain WPAHS Parties. "A health care facility shall notify the Department in writing at least 30 days prior to a change in ownership or a change in the form of ownership or name of the facility. A change in ownership shall mean any transfer of the controlling interest in a health care facility." 28 Pa. Code § 51.4(b)
DOH Pennsylvania Department of Health Health and Welfare Building 8th Floor West 625 Forster Street Harrisburg, PA 17120	Ambulance Service License	Notice required post-Closing for at least one WPAHS Party. "The Department may, in compliance with proper administrative procedure, reprimand, or suspend, revoke or refuse to issue a license... for [f]ailure of the ambulance service licensee to promptly notify the Department of a change of ownership." 28 Pa. Code § 1005.12(a)(10)
DOH Pennsylvania Department of Health Health and Welfare Building 8th Floor West 625 Forster Street Harrisburg, PA 17120	Clinical Laboratory Permit	Change of status submission required 30 days post-Closing for certain WPAHS Parties. DOH confirmed change of status submission is required with submission of Clinical Laboratory Improvement Amendments ("CLIA") form.
Pennsylvania Department of Environmental Protection ("DEP") Department of Environmental Protection	Certificate of Registration for Radiation Producing Machines	Notice required 30 days pre-Closing for at least one WPAHS Party. "A person possessing a radiation-producing machine shall [n]otify the Department in writing within 30 days of a change of address, owner or radiation safety officer or

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Entity and Address	Filing or Notice/Consent Required	Description
Headquarters Rachel Carson State Office Building 400 Market Street Harrisburg, PA 17101 (717) 783-2300		number of machines." 25 Pa. Code § 216.2(a)(3)
DEP Department of Environmental Protection Headquarters Rachel Carson State Office Building 400 Market Street Harrisburg, PA 17101 (717) 783-2300	Medical Accelerator License	Notice required 30 days pre-Closing for certain WPAHS Parties. "A license issued under this chapter may not be transferred, assigned or in any manner disposed of, either voluntarily or involuntarily, to any person except through submission of a written request by the licensee to the Department for approval." 25 Pa. Code § 228.21a(g)
DEP Bureau of Radiation Protection Department of Environmental Protection PO Box 8469 Harrisburg, PA 17105-8469	Radioactive Materials License	Notice required pre-Closing for evaluation and filing with Permit, and confirmation notice required post-Closing for certain WPAHS Parties. State has adopted federal regulations: "No license issued or granted pursuant to the regulations in this part and parts 31 through 36, and 39 nor any right under a license shall be transferred, assigned or in any manner disposed of, either voluntarily or involuntarily, directly or indirectly, through transfer of control of any license to any person, unless the Commission shall, after securing full information, find that the transfer is in accordance with the provisions of the Act and shall give its consent in writing." 10 CFR § 30.34
Pennsylvania Department of State, Bureau	Pharmacy License	Application required 30 days pre-Closing for certain WPAHS Parties.

Entity and Address	Filing or Notice/Consent Required	Description
of Professional and Occupational Affairs P.O. Box 2649 Harrisburg, PA 17105 (717) 787-8503		"A change in name or ownership or controlling interest of the pharmacy shall require a new permit. Applications for new permits shall be filed within 30 days of the change in name, ownership or controlling interest." 49 Pa. Code §27.11 (d)
Centers for Medicare & Medicaid Services ("CMS") Office of the Regional Administrator Suite 216, The Public Ledger Building 150 S. Independence Mall West Philadelphia, PA 19106 (215) 861-4140	Medicare Participation	Change of information submission post-Closing for each participating WPAHS Party. "A provider who is contemplating or negotiating a change of ownership must notify CMS." 42 CFR § 498.18(b)
CMS CMS/DSC/FCHB/CLIA The Public Ledger Building 150 S. Independence Mall West 2nd Floor, Suite 216 Philadelphia, PA 19106-3499 (215) 861-4248 FAX# (215) 861-4146	CLIA, Certificates of Waiver, Compliance, Accreditation and Provider-Performed Microscopy Procedures	Change of status submission required 30 days post-Closing for certain WPAHS Parties. "Laboratories performing one or more tests listed in Sec. 493.15 and no others must notify HHS or its designee – (b) within 30 days of any changes in – (1) ownership; (2) name; (3) location; or (4) director." 42 CFR § 493.39 "Laboratories issued a certificate of compliance must meet the following conditions: (a) Notify HHS or its designee within 30 days of any change in – (1) ownership; (2) name; (3) location; (4) director; or (5) technical supervisor (laboratories performing high complexity." 42 CFR § 493.51 "Laboratories issued a certificate of registration must: (a) notify HHS and the approved accreditation program within 30 days of any changes in – (1) ownership; (2) name; (3) location; or (4) director." 42 CFR § 493.63

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Entity and Address	Filing or Notice/Consent Required	Description
U.S. Nuclear Regulatory Commission Licensing Assistance Team Division of Nuclear Materials Safety U.S. Nuclear Regulatory Commission, Region I 475 Allendale Road King of Prussia, PA 19406-1415	Materials License	Approval required pre-Closing, with another notification required immediately post-Closing for at least one WPAHS Party. "No license granted hereunder and no right to utilize or produce special nuclear material granted hereby shall be transferred, assigned or in any manner disposed or, either voluntarily or involuntarily, directly or indirectly, through transfer of control of any license to any person, unless the Commission shall, after securing full information, find that such transfer is in accordance with the provisions of this Act, and shall give its consent in writing." Section 184 of the Atomic Energy Act of 1954 (42 USC § 2234)
U.S. Department of Treasury Alcohol and Tobacco Tax and Trade Bureau National Revenue Center Attn: Spirits & Tobacco Applications Branch 550 Main Street, Suite 8002 Cincinnati, OH 45202	Industrial Alcohol User Permit	Notification required 10 days post-Closing, with application required 30-days post-Closing for certain WPAHS Parties. "If the actual or legal control of any corporation holding a permit issued under this part changes, directly or indirectly, whether by reason of a change in stock ownership or control (in the permittee corporation or by any other corporation), by operation of law, or in any other manner, the permittee shall within 10 days of the change, give written notice to the appropriate TTB officer. The written notice shall be accompanied by (or within 30 days of the change) an application and supporting documents on Form 5150.22 for a new permit. If an application on Form 5150.22 for a new permit is not filed within 30 days of the change, the outstanding permit will automatically terminate." 27 CFR § 22.58(b)(1)
U.S. Department of Justice, Drug Enforcement Administration Drug Enforcement Administration Registration Section/ODR P.O. Box 2639 Springfield, VA 22152-2639	Controlled Substance Registration Certificate	Application required 30 days pre-Closing, with Approval possible post-Closing for certain WPAHS Parties. "No registration or any authority conferred thereby shall be assigned or otherwise transferred except upon such conditions as the Administration may specifically designate and then only pursuant to written consent. Any person seeking authority to transfer a registration shall submit a written request, providing full details regarding the proposed transfer of registration, to the Deputy Assistant Administrator, Office of

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Entity and Address	Filing or Notice/Consent Required	Description
		Diversion Control, Drug Enforcement Administration." 21 CFR § 1301.52
Contractual Notices/Consents		
Aetna Health Inc. Contract Management Department 980 Jolly Road Blue Bell, PA 19422	Notice	Hospital Services Agreement between West Penn Allegheny Health System d/b/a Allegheny General Hospital, The Western Pennsylvania Hospital, The Western Pennsylvania Hospital – Forbes Regional Campus, Alle-Kiski Medical Center, Canonsburg General Hospital and Aetna Health Inc., dated January 15, 2010. "To the extent neither prohibited by law nor violative of applicable privilege, Hospital agrees to provide notice to Company, and shall provide all information reasonably requested by Company regarding the nature, circumstances, and disposition, of…any change in the ownership or management of Hospital." (§ 5.2 of Hospital Services Agreement)
Aetna Health, Inc. Contract Management Department 980 Jolly Road Blue Bell, PA 19422	Notice	Physician Group Agreement between West Penn Allegheny Health System Physicians d/b/a Allegheny Specialty Practice Network, Allegheny Medical Practice Network, and West Penn Physician Practice Network and Aetna Health Inc., dated January 15, 2010. "Any of the following events shall result in the immediate termination of this Agreement by Company or Group (as applicable)…due to the following events: …by Company upon change of control of Group to an entity not acceptable by Company…. Provide immediate notice of any of the aforesaid events…." (§ 6.4 of Physician Group Agreement)
Pittsburgh Pirates PNC Park at North Shore	Consent	Sponsorship and Advertising Agreement between Pittsburgh Pirates and West Penn Allegheny Health System, Inc., dated November 1, 2009. Pirates have the option to terminate if "the Pirates determine that, as a result of [West

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Entity and Address	Filing or Notice/Consent Required	Description
115 Federal Street Pittsburgh, PA 15212		Penn Allegheny Health System, Inc. (the "Sponsor")] (i) consolidating or merging with or into any other person not currently affiliated with the Sponsor in one or a series of transactions, selling all or substantially all of its assets to any other person in one or a series of transactions, or experience a change of control whereby any person acquires a majority of the voting securities of the Sponsor, in each case with out the prior written approval of the Pirates, any association with the Sponsor would have an adverse impact on any rights (including any exclusivities) granted to another Sponsor by the Pirates or on the name, image, reputation, goodwill or proprietary rights of the Pirates." (§ 7.02(f) of Sponsorship and Advertising Agreement)
Community Care Behavioral Organization One Chatham Center 112 Washington Place, Suite 700 Pittsburgh, PA 15219	Notice	Behavioral Health Network Provider Agreement between Allegheny General Hospital and Community Care Behavioral Organization, dated September 15, 1999. "Provider will disclose to Community Care, in writing, the name of any person or entity having a direct or indirect ownership or control interest of five percent (5%) or more in Provider. Community Care will inform the County, which will inform [the Department of Public Welfare], in writing, of any change in or addition to the ownership or control Provider. Such disclosure by Provider will be made sixty (60) days prior to the change." (Exhibit C, § 8 of Behavioral Health Network Provider Agreement)
Community Care Behavioral Organization One Chatham Center 112 Washington Place, Suite 700 Pittsburgh, PA 15219	Notice	Behavioral Health Network Provider Agreement between The Western Pennsylvania Hospital – Forbes Regional Campus and Community Care Behavioral Organization, dated November 15, 2005. "Provider will disclose to Community Care, in writing, the name of any person or entity having a direct or indirect ownership or control interest of five percent (5%) or more in Provider. Community Care will inform the County, which will inform [the Department of Public Welfare], in writing, of any change in or addition to the ownership or control Provider. Such disclosure by Provider will be made sixty (60) days prior to the change." (Exhibit C, § 8 of Behavioral Health Network Provider

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Entity and Address	Filing or Notice/Consent Required	Description
		Agreement)
Community Care Behavioral Organization One Chatham Center 112 Washington Place, Suite 700 Pittsburgh, PA 1521	Notice	Behavioral Health Network Provider Agreement between AUMC – Allegheny Valley Hospital and Community Care Behavioral Organization, dated March 13, 2000. "Provider will disclose to Community Care, in writing, the name of any person or entity having a direct or indirect ownership or control interest of five percent (5%) or more in Provider. Community Care will inform the County, which will inform [the Department of Public Welfare], in writing, of any change in or addition to the ownership or control Provider. Such disclosure by Provider will be made sixty (60) days prior to the change." (Exhibit C, § 8 of Behavioral Health Network Provider Agreement)
Community Care Behavioral Organization One Chatham Center 112 Washington Place, Suite 700 Pittsburgh, PA 1521	Notice	Behavioral Health Network Provider Agreement between Allegheny University Hospitals and Community Care Behavioral Organization, dated June 1, 1998. "Provider will disclose to Community Care, in writing, the name of any person or entity having a direct or indirect ownership or control interest of five percent (5%) or more in Provider. Community Care will inform the County, which will inform [the Department of Public Welfare], in writing, of any change in or addition to the ownership or control Provider. Such disclosure by Provider will be made sixty (60) days prior to the change." (Exhibit C, § 8 of Behavioral Health Network Provider Agreement)
HealthAmerica Pennsylvania, Inc. 11 Stanwix Street Suite 2300 Pittsburgh, PA 15222 Attn. Vice President, Provider Affairs	Notice	Participating Hospital Agreement between West Penn Allegheny Health System d/b/a Allegheny General Hospital and The Western Pennsylvania Hospital and HealthAmerica Pennsylvania, Inc. and all affiliate companies, dated April 1, 2009. "Hospital agrees to immediately notify MCO, in writing, of... any change in its business address or ownership." (§ 2.13 of Participating Hospital Agreement)

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Entity and Address	Filing or Notice/Consent Required	Description
HealthAmerica Pennsylvania, Inc. 11 Stanwix Street Suite 2300 Pittsburgh, PA 15222 Attn. Vice President, Provider Affairs	Notice	Participating Hospital Agreement between West Penn Allegheny Health System d/b/a The Western Pennsylvania Hospital – Forbes Regional Campus, Alle-Kiski Medical Center, Canonsburg General Hospital and HealthAmerica Pennsylvania, Inc. and all affiliate companies, dated January 15, 2009. "Hospital agrees to immediately notify MCO, in writing, of…any change in its business address or ownership." (§ 2.13 of Participating Hospital Agreement)
United Healthcare Insurance Company 300 Oxford Drive, Suite 350 Monroeville, PA 15146	Notice	Facility Participation Agreement between West Penn Allegheny Health System and United Healthcare Insurance Company and affiliates, dated January 1, 2011. "Facility will give written notice to United within 10 days…of any change in Facility's name, ownership, control, or Taxpayer Identification Number." (§ 4.8 of Facility Participation Agreement)
Unison Administration Services 300 Oxford Drive Monroeville, PA 15146	Notice	Hospital Services Agreement between Allegheny General Hospital and Unison Administration Services, dated April 26, 2001. "Hospital shall promptly notify Health Plan in writing of…any changes in its ownership or business address." (§ K(1) of Hospital Services Agreement)
Unison Administration Services 300 Oxford Drive Monroeville, PA 15146	Notice	Hospital Services Agreement between The Western Pennsylvania Hospital – Forbes Regional Campus and Unison Administration Services, dated April 26, 2001. "Hospital shall promptly notify Health Plan in writing of…any changes in its ownership or business address." (§ K(1) of Hospital Services Agreement)
Unison Administration Services 300 Oxford Drive	Notice	Hospital Services Agreement between Allegheny Valley Hospital and Unison Administration Services, dated April 25, 2001. "Hospital shall promptly notify Health Plan in writing of…any changes in its

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Entity and Address	Filing or Notice/Consent Required	Description
Monroeville, PA 15146		ownership or business address." (§ K(1) of Hospital Services Agreement)
The Health Plan of the Upper Ohio Valley, Inc. 52160 National Road East St. Clairsville, OH 43950	Notice	Tertiary Hospital Service Agreement between The Western Pennsylvania Hospital and The Health Plan of the Upper Ohio Valley, Inc., dated July 1, 2000. "Hospital shall promptly notify Health Plan in writing of...any changes in its ownership or business address." (§ 2.3 of Tertiary Hospital Service Agreement)
The Health Plan of the Upper Ohio Valley, Inc. 52160 National Road East St. Clairsville, OH 43950	Notice	Tertiary Hospital Service Agreement between Allegheny General Hospital and The Health Plan of the Upper Ohio Valley, Inc., dated July 1, 2000. "Hospital shall promptly notify Health Plan in writing of...any changes in its ownership or business address." (§ 2.3 of Tertiary Hospital Service Agreement)
The Health Plan of the Upper Ohio Valley, Inc. 52160 National Road East St. Clairsville, OH 43950	Notice	Tertiary Hospital Service Agreement between Allegheny Valley Hospital and The Health Plan of the Upper Ohio Valley, Inc., dated March 1, 2001. "Hospital shall promptly notify Health Plan in writing of...any changes in its ownership or business address." (§ 2.3 of Tertiary Hospital Service Agreement)
The Health Plan of the Upper Ohio Valley, Inc. 52160 National Road East St. Clairsville, OH 43950	Notice	Tertiary Hospital Service Agreement between Canonsburg General Hospital and The Health Plan of the Upper Ohio Valley, Inc., dated October 1, 2001. "Hospital shall promptly notify Health Plan in writing of...any changes in its ownership or business address." (§ 2.3 of Tertiary Hospital Service Agreement)

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Entity and Address	Filing or Notice/Consent Required	Description
Keystone Health Plan West, Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Consent	Medicare Acute Care Provider Agreement between The Western Pennsylvania Healthcare System and Keystone Health Plan West, Inc, dated January 1, 1999. Immediate termination of agreement without notice in the event of "a merger, consolidation or change of ownership (whole or in part) of the Provider without the prior written consent of Health Plan to extend...Agreement to the successor organization." (§ 16.2.6 of Medicare Acute Care Provider Agreement)
Keystone Health Plan West, Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Consent	Medicare Acute Care Provider Agreement between Allegheny University Hospitals, Forbes Regional and Keystone Health Plan West, Inc., dated January 1, 1999. Immediate termination of agreement without notice in the event of "a merger, consolidation or change of ownership (whole or in part) of the Provider without the prior written consent of Health Plan to extend...Agreement to the successor organization." (§ 16.2.6 of Medicare Acute Care Provider Agreement)
Keystone Health Plan West, Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Consent	Medicare Rehabilitation Provider Agreement between The Western Pennsylvania Hospital and Keystone Health Plan West, Inc., dated September 12, 2002. Immediate termination of agreement without notice in the event of "a merger, consolidation or change of ownership (whole or in part) of the Provider without the prior written consent of Health Plan to extend...Agreement to the successor organization." (§ 22.2.6 of Medicare Rehabilitation Provider Agreement)
Keystone Health Plan West, Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Consent	Medicare Rehabilitation Provider Agreement between Forbes Regional Hospital and Keystone Health Plan West, Inc., dated July 1, 2003. Immediate termination of agreement without notice in the event of "a merger, consolidation or change of ownership (whole or in part) of the Provider without the prior written consent of Health Plan to extend...Agreement to the successor

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Entity and Address	Filing or Notice/Consent Required	Description
		organization." (§ 22.2.6 of Medicare Rehabilitation Provider Agreement)
Keystone Health Plan West, Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Consent	Medicare Psychiatric and Substance Abuse Provider Agreement between Forbes Regional Hospital and Keystone Health Plan West, Inc., dated January 1, 2004. Immediate termination of agreement without notice in the event of "a merger, consolidation or change of ownership (whole or in part) of the Provider without the prior written consent of Health Plan to extend ... Agreement to the successor organization." (§ 22.2.6 of Medicare Psychiatric and Substance Abuse Provider Agreement)
Highmark Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Notice	Highmark Facility Agreement between West Penn Allegheny Health System d/b/a The Western Pennsylvania Hospital – Forbes Regional Campus and Highmark Inc., dated as of June 24, 2008. "Facility agrees to provide written notice to Highmark not less than thirty (30) days prior to (unless (a) such early disclosure is prohibited by applicable Laws or an Official Body, in which case, Facility agrees to provide such written notice as soon as it is allowed or (b) thirty (30) days notice is not possible because Facility had no knowledge of an event thirty (30) days prior thereto) the occurrence of any event involving a Facility that (a) results in a need for Highmark to update its provider files; (b) involves a change of ownership or control of Facility (whether in whole or in material part and whether Facility will survive or exist after such change); or (c) involves a material change in Facility's management, operations or services which would affect Members' access to, or result in the elimination of, existing services or the addition of new services of, or otherwise involving, a Facility. Such material changes include, but are not limited to, (a) a merger, consolidation, or any sale of a substantial portion of assets; (b) any sale, transfer, creation or termination of stock, partnership, membership or other ownership interest in, or the right to otherwise select fifty percent (50%) or more of the board of directors or similar body of, Facility; or (c) the execution of a management, affiliation, joint venture or other similar agreement involving the

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Entity and Address	Filing or Notice/Consent Required	Description
		management, affiliation, or joint venture of a material part of the Facility or its operations." (§ 3.5 of Highmark Facility Agreement)
Highmark Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Notice	Highmark Facility Agreement between Canonsburg General Hospital and Highmark Inc., dated as of June 24, 2008. "Facility agrees to provide written notice to Highmark not less than thirty (30) days prior to (unless (a) such early disclosure is prohibited by applicable Laws or an Official Body, in which case, Facility agrees to provide such written notice as soon as it is allowed or (b) thirty (30) days notice is not possible because Facility had no knowledge of an event thirty (30) days prior thereto) the occurrence of any event involving a Facility that (a) results in a need for Highmark to update its provider files; (b) involves a change of ownership or control of Facility (whether in whole or in material part and whether Facility will survive or exist after such change); or (c) involves a material change in Facility's management, operations or services which would affect Members' access to, or result in the elimination of, existing services or the addition of new services of, or otherwise involving, a Facility. Such material changes include, but are not limited to, (a) a merger, consolidation, or any sale of a substantial portion of assets; (b) any sale, transfer, creation or termination of stock, partnership, membership or other ownership interest in, or the right to otherwise select fifty percent (50%) or more of the board of directors or similar body of, Facility; or (c) the execution of a management, affiliation, joint venture or other similar agreement involving the management, affiliation, or joint venture of a material part of the Facility or its operations." (§ 3.5 of Highmark Facility Agreement)
Highmark Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Notice	Highmark Facility Agreement between West Penn Allegheny Health System d/b/a The Western Pennsylvania Hospital and Highmark Inc., dated as of June 24, 2008. "Facility agrees to provide written notice to Highmark not less than thirty (30) days prior to (unless (a) such early disclosure is prohibited by applicable Laws or an Official Body, in which case, Facility agrees to provide such written notice as soon as it is

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Entity and Address	Filing or Notice/Consent Required	Description
		allowed or (b) thirty (30) days notice is not possible because Facility had no knowledge of an event thirty (30) days prior thereto) the occurrence of any event involving a Facility that (a) results in a need for Highmark to update its provider files; (b) involves a change of ownership or control of Facility (whether in whole or in material part and whether Facility will survive or exist after such change); or (c) involves a material change in Facility's management, operations or services which would affect Members' access to, or result in the elimination of, existing services or the addition of new services of, or otherwise involving, a Facility. Such material changes include, but are not limited to, (a) a merger, consolidation, or any sale of a substantial portion of assets; (b) any sale, transfer, creation or termination of stock, partnership, membership or other ownership interest in, or the right to otherwise select fifty percent (50%) or more of the board of directors or similar body of, Facility; or (c) the execution of a management, affiliation, joint venture or other similar agreement involving the management, affiliation, or joint venture of a material part of the Facility or its operations." (§ 3.5 of Highmark Facility Agreement)
Highmark Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Notice	Highmark Facility Agreement between West Penn Allegheny Health System d/b/a Allegheny General Hospital and Highmark Inc., dated as of June 24, 2008. "Facility agrees to provide written notice to Highmark not less than thirty (30) days prior to (unless (a) such early disclosure is prohibited by applicable Laws or an Official Body, in which case, Facility agrees to provide such written notice as soon as it is allowed or (b) thirty (30) days notice is not possible because Facility had no knowledge of an event thirty (30) days prior thereto) the occurrence of any event involving a Facility that (a) results in a need for Highmark to update its provider files; (b) involves a change of ownership or control of Facility (whether in whole or in material part and whether Facility will survive or exist after such change); or (c) involves a material change in Facility's management, operations or services which would affect Members' access to, or result in the elimination of, existing services or the addition of new services of, or otherwise involving, a Facility. Such material changes include, but are not limited to, (a) a merger, consolidation, or any sale of a substantial portion of assets;

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Entity and Address	Filing or Notice/Consent Required	Description
		(b) any sale, transfer, creation or termination of stock, partnership, membership or other ownership interest in, or the right to otherwise select fifty percent (50%) or more of the board of directors or similar body of, Facility; or (c) the execution of a management, affiliation, joint venture or other similar agreement involving the management, affiliation, or joint venture of a material part of the Facility or its operations." (§ 3.5 of Highmark Facility Agreement)
Highmark Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Consent	Medicare Advantage Agreement (Freestanding Laboratory Services Provider) between Allegheny Specialty Practice Network d/b/a Suburban Clinical Laboratory and Highmark Inc., dated March 10, 2011. Highmark may terminate immediately upon "merger, consolidation, joint venture, affiliation or change of ownership (in whole or in part) of Provider without the prior written consent of Highmark to extend this Agreement to the successor organization or to continue this Agreement in effect with Provider." (§ 6.3.6 of Medicare Advantage Agreement)
Highmark Inc. 120 Fifth Avenue Suite 871 Pittsburgh, PA 15222-3099	Notice	Highmark Ancillary Provider Agreement between Allegheny Specialty Practice Network d/b/a Suburban Clinical Laboratory and Highmark Inc., dated April 1, 2011. "Facility agrees to provide written notice to Highmark not less than thirty (30) days prior to (unless (a) such early disclosure is prohibited by applicable Laws or an Official Body, in which case, Facility agrees to provide such written notice as soon as it is allowed or (b) thirty (30) days notice is not possible because Facility had no knowledge of an event thirty (30) days prior thereto) the occurrence of any event involving a Facility that (a) results in a need for Highmark to update its provider files; (b) involves a change of ownership or control of Facility (whether in whole or in material part and whether Facility will survive or exist after such change); or (c) involves a material change in Facility's management, operations or services which would affect Members' access to, or result in the elimination of, existing services or the addition of new services of, or otherwise involving, a Facility. Such material changes include, but are

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Entity and Address	Filing or Notice/Consent Required	Description
		not limited to, (a) a merger, consolidation, or any sale of a substantial portion of assets; (b) any sale, transfer, creation or termination of stock, partnership, membership or other ownership interest in, or the right to otherwise select fifty percent (50%) or more of the board of directors or similar body of, Facility; or (c) the execution of a management, affiliation, joint venture or other similar agreement involving the management, affiliation, or joint venture of a material part of the Facility or its operations." (§ 3.5 of Highmark Ancillary Provider Agreement)
UPMC Health Plan, Inc., UPMC Health Network, Inc. and UPMC for You, Inc. One Chatham Center 112 Washington Place Pittsburgh, PA 15219	Notice	Hospital Agreement between The Western Pennsylvania Hospital and UPMC Health Plan, Inc., UPMC Health Network, Inc. and UPMC for You, Inc., dated November 1, 2005. "Hospital shall immediately notify [UPMC Health Plan, Inc. ("UPMCHP")] in writing of the occurrence of any of the following events:...change in Hospital's name, location or ownership structure." (§ 3.12 of Hospital Agreement)
UPMC Health Plan, Inc., UPMC Health Network, Inc. and UPMC for You, Inc. One Chatham Center 112 Washington Place Pittsburgh, PA 15219	Notice	Hospital Agreement between The Western Pennsylvania Hospital – Forbes Regional Campus and UPMC Health Plan, Inc., UPMC Health Network, Inc., and UPMC for You, Inc., dated November 1, 2005. "Hospital shall immediately notify UPMCHP in writing of the occurrence of any of the following events:...change in Hospital's name, location or ownership structure." (§ 3.12 of Hospital Agreement)
Federal North Associates L.P. 5812 Darlington Rd. Pittsburgh, PA 15217	Consent	Lease Agreement between Federal North Associates L.P. and Allegheny Specialty Practice Network d/b/a Allegheny Orthopedic Associates, dated December 12, 2001, Addendum 1 thereto, dated December 14, 2001, Addendum 2 thereto, dated February 27, 2002, and First Amendment thereto, dated November 19, 2008. "Lessee shall not assign, transfer, mortgage or otherwise encumber this

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Entity and Address	Filing or Notice/Consent Required	Description
		Lease...without Lessor's prior written consent....For purposes of this section 13, in the event that Lessee is a corporation...or other entity, and assignment shall include...any merger...or the sale or transfer, directly or indirectly, of more than 50% of the equity ownership of Lessee on the date hereof." (§ 13 of Lease Agreement)
Federal North Associates L.P. 5812 Darlington Rd. Pittsburgh, PA 15217	Consent	Lease Agreement between Federal North Associates L.P. and Dynacare/WPAHS, LLC, dated December 12, 2001, Addendum 2 thereto, by and between Federal North Associates L.P. and Allegheny Specialty Practice Network d/b/a Allegheny Orthopedic Associates, dated February 27, 2002, and First Amendment thereto, by and between Federal North Associates L.P. and West Penn Allegheny Health System, Inc. d/b/a Allegheny General Hospital, successor to Dynacare/WPAHS, LLC, dated November 19, 2008. "Lessee shall not assign, transfer, mortgage or otherwise encumber this Lease...without Lessor's prior written consent....For purposes of this section 13, in the event that Lessee is a corporation...or other entity, and assignment shall include...any merger...or the sale or transfer, directly or indirectly, of more than 50% of the equity ownership of Lessee on the date hereof." (§ 13 of Lease Agreement)
Federal North Associates L.P. 5812 Darlington Rd. Pittsburgh, PA 15217	Consent	Lease Agreement for Federal North Medical Office Building between Federal North Associates L.P. and Allegheny General Hospital, dated July 30, 2007, First Amendment thereto, dated May 23, 2008, and Second Amendment thereto, between Federal North Associates L.P. and West Penn Allegheny Health System, Inc., d/b/a Allegheny General Hospital, dated November 11, 2008. "Tenant will not transfer...this Lease...without first obtaining Landlord's prior written consent.... The term "Transfer" will include...if Tenant is a corporation, partnership, limited liability company or other legal entity, the transfer of any ownership interest in such entity resulting in a change in the present control of such entity by the person or persons holding a majority of the ownership interest thereof as of the date of this

Entity and Address	Filing or Notice/Consent Required	Description
		Lease...." (§ 19 of Lease Agreement)
Siemens Financial Services, Inc. 170 Wood Avenue South Iselin, NJ 08830	Notice	Master Loan and Security Agreement between West Penn Allegheny Health System, Inc. and Siemens Financial Services, Inc., and Schedule #405-0001050-801 and any amendment thereto, dated as of March 8, 2011. Borrower agrees to "notify Lender at least thirty (30) days prior to changing its legal address, identity, state of organization, organizational structure, organizational identification number (if applicable) or social security or taxpayer identification number (as applicable)." (§ 6 of Master Loan and Security Agreement)
West Penn Allegheny Foundation, L.L.C. Two Allegheny Center, 11th Floor Pittsburgh, PA 15212	Notice	Master Helicopter Lease Agreement between West Penn Allegheny Foundation, LLC, Allegheny General Hospital and West Penn Allegheny Health System, Inc., dated as of December 29, 2006. Allegheny General Hospital and West Penn Allegheny Health System, Inc. shall provide written notice to West Penn Allegheny Foundation, L.L.C. of any change in its name, corporate structure, or principal place of business. Such notice shall be provided thirty (30) days in advance of the date that such change is planned to take effect. (§ 5.04 of Master Helicopter Lease Agreement)
United Behavioral Health, Inc. 425 Market St., 27th Floor San Francisco, CA 94105-2426	Notice	Facility Participation Agreement between Allegheny General Hospital and United Behavioral Health, Inc., and any amendment thereto, dated September 1, 2007. "Facility shall notify [United Behavioral Health, Inc. ("UBH")] within 30 days of knowledge of... [a] change in Facility's name, ownership or Federal Tax ID number." (§ 6 of Facility Participation Agreement)
United Behavioral Health, Inc. 425 Market St., 27th Floor	Notice	Facility Participation Agreement between West Penn Hospital – Forbes Regional Campus and United Behavioral Health, Inc., and any amendment thereto, dated

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Entity and Address	Filing or Notice/Consent Required	Description
San Francisco, CA 94105-2426		September 1, 2007. "Facility shall notify UBH within 30 days of knowledge of...[a] change in Facility's name, ownership or Federal Tax ID number." (§ 6 of Facility Participation Agreement)
General Electric Capital Corporation 901 Main Ave. Norwalk, CT 06828	Consent	Lease Agreement between West Penn Allegheny Health System, Inc. and General Electric Capital Corporation dated August 3, 2011. General Electric may declare [West Penn Allegheny Health System, Inc.] in default...if...any material change of ownership occurs in the ownership of [West Penn Allegheny Health System, Inc.]." (§8 of Lease Agreement)

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