

## ACADEMIC AFFILIATION AGREEMENT

This ACADEMIC AFFILIATION AGREEMENT (this “**Agreement**”) is entered into effective as of July 1, 2017 (the “**Effective Date**”), by and among (i) the UNIVERSITY OF LOUISVILLE, an instrumentality of the Commonwealth (“**University**”), and (ii) KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation (“**KentuckyOne**”). University and KentuckyOne may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

The Commonwealth of Kentucky (“**Commonwealth**”), the University, KentuckyOne, and University Medical Center, Inc., a Kentucky nonprofit corporation (“**UMC**”) are parties to that certain Academic Affiliation Agreement dated November 13, 2012 (“**2012 Affiliation Agreement**”) related to University teaching, training, and clinical programs based at University of Louisville Hospital, Jewish Hospital and Frazier.

The Parties and UMC desire to restructure that certain Joint Operating Agreement between UMC and KentuckyOne dated November 13, 2012 (the “**JOA**”), and other related arrangements, including the 2012 Affiliation Agreement, in order to, among other things, transition operation and management of University of Louisville Hospital and the James Graham Brown Cancer Center back to UMC and University, in accordance with the terms and conditions described in the Agreement between University, UMC and KentuckyOne, to be executed herewith (the “**Fundamental Agreement**”).

In accordance with the foregoing, University and KentuckyOne desire to (i) terminate all obligations of UMC, and all obligations of KentuckyOne with respect to UMC, under the 2012 Affiliation Agreement, and (ii) amend and restate the 2012 Affiliation Agreement in its entirety with respect to University Programs at Frazier and Jewish Hospital beginning July 1, 2017, and continuing for a period of one (1) year thereafter.

In consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties set forth above hereby agree as follows:

#### 1. **SCOPE AND PURPOSES OF AFFILIATION**

Among the purposes of this Agreement, are to advance the following purposes:

- (i) To support and maintain the University’s education and research in medicine; and
- (ii) To maintain an environment in which full time Faculty of the School of Medicine will work collaboratively with community physicians who are not full time Faculty of the School of Medicine to provide quality, affordable healthcare to the public in the Louisville Metro.

#### 2. **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meaning indicated:

“Academic Agreement” means any professional service or academic support agreement or other agreement between University, School of Medicine, or any School of Medicine clinical faculty or clinical practice plan with KentuckyOne or any of its subsidiaries for Programs located at Jewish Hospital or Frazier, including without limitation any clinical service agreement, medical director agreement, resident agreement, including without limitation those agreements listed on **Exhibit A** (each, an “**Academic Agreement**”).

“Academic Payment” has the meaning set forth in Section 3.3(a).

“ACGME” shall mean the Accreditation Council for Graduate Medical Education and, with respect to accreditation of a specific program, the applicable common specialty/subspecialty specific program requirements and institutional requirements.

“Accrediting Agency(ies)” shall mean any one or more of the nationally-recognized accrediting agency(ies) that oversee and grant accreditation status to the University School of Medicine, including, but not limited to, ACGME and LCME.

“Agreement” has the meaning set forth in the introductory paragraph.

“Dean” shall mean the chief academic officer of the University’s School of Medicine.

“Department” shall mean a recognized academic department of the School of Medicine within either the Basic Sciences or Clinical Services departments and administered by a chair, recommended by the Dean, and appointed by the University Board of Trustees.

“Faculty” shall mean all part-time and full-time clinical physicians who hold an academic appointment in the School of Medicine, other than Gratis Faculty.

“Frazier” means Frazier Rehab Institute, a licensed comprehensive physical rehabilitation hospital located at 220 Abraham Flexner Way, Louisville, Kentucky and operated by KentuckyOne.

“Graduate Medical Education” shall mean the graduate medical education Programs conducted by the School of Medicine which is accredited by the Accreditation Council on Graduate Medical Education (ACGME), or a similarly recognized national accrediting body.

“Gratis Faculty” shall mean those individuals who hold non-tenured, uncompensated appointments in the School of Medicine.

“Jewish Hospital” means the licensed acute care hospital located at 200 Abraham Flexner Way, Louisville, Kentucky and operated by KentuckyOne.

“KentuckyOne” has the meaning set forth in the introductory paragraph.

“KentuckyOne Facilities” shall mean, collectively, all of the healthcare facilities that are owned or controlled by KentuckyOne, including Frazier and Jewish Hospital.

“Law(s)” shall mean all federal, state and local statutes, law, ordinances, regulations, rules, resolutions, orders, determinations, writs, injunctions, awards (including awards of an arbitrator), judgments and decrees applicable to the relevant entity and to the businesses and assets thereof.

“LCME” means the Liaison Committee on Medical Education.

“Louisville Metro” shall mean the unit of local government resulting from the consolidation of the governments of the City of Louisville and Jefferson County, Kentucky.

“Program” shall mean a clinically related group of services which are part of the teaching or research program of University.

“Proprietary and Confidential Information” shall mean all information that relates to or is used in connection with the business and affairs of any Party to this Agreement (that does not constitute Proprietary and Confidential Information of another Party to this Agreement) including computer programs, and all operating manuals or similar materials, policies and procedures, administrative, advertising and marketing material and other information used by a Party in the performance of its obligations under this Agreement. Proprietary and Confidential Information shall exclude any information (i) which is already known by the disclosing Party from a source unrelated to this Agreement, (ii) which is a matter of public knowledge, (iii) which has heretofore been or is hereafter published in any publication available for public distribution, or (iv) which was filed as public information with any governmental authority, except to the extent such information was made public as a result of the act or omission of any Party, including any breach of an agreement of confidentiality by such Party.

“Research” shall mean the activity of University School of Medicine Faculty and other clinical researchers aligned with, and supported by, KentuckyOne.

“School of Medicine” shall refer to University’s School of Medicine.

“Term” has the meaning set forth in Section 8.1.

“University” has the meaning set forth in the introductory paragraph.

### **3. ACADEMIC AND OTHER PROGRAMS**

#### **3.1 Roles of KentuckyOne and University.**

(a) KentuckyOne and University shall cooperate to assure that each of the undergraduate medical, graduate medical, continuing medical, professional, undergraduate, and all other educational Programs contemplated herein remain fully licensed and accredited by Accrediting Agencies as needed to effectively conduct its business and such Programs.

(b) Matters affecting University teaching, training, research, and clinical Programs are reserved solely to the University. All Faculty, residency, fellowship and student related issues shall be solely under the jurisdiction of the University Health Sciences Center. The University shall be solely responsible for defining the size, work assignment, curriculum,

and geographic distribution of all residency Programs, as well as the content, delivery, and geographic location of delivery of the curriculum. Without limiting the foregoing, this provision requires that University will solely be responsible for selection, academic evaluation, and dismissal of all students enrolled in University. Residents shall be employees of the University, and the University will be responsible for payment of resident salaries, benefits, and malpractice insurance, as well as resident disciplinary matters. Furthermore, the University shall exclusively set the criteria for awarding all academic appointments (including gratis appointments) for any individual associated with the University, and the University shall have the exclusive right to determine promotion, tenure, salary, and work assignments of all University Faculty members, interns, residents, and fellows. In exercising its authority, University shall require its Faculty, residents, fellows and students to abide by all applicable University policies and procedures while conducting activities within its Programs.

3.2 KentuckyOne will work in good faith with University to satisfy all current ACGME Common, specialty/subspecialty specific program, and Institutional Requirements (ACGME), the LCME Clinical Teaching Facilities requirements, and the requirements of any other Accrediting Agency for all University teaching programs that occur in KentuckyOne Facilities. The details of such relationships may be determined in separate agreements between KentuckyOne and University, and shall be updated by the Parties, as necessary, to comply with new or revised requirements imposed by any Accrediting Agency.

### 3.3 Academic Payments.

(a) KentuckyOne and University shall enter into Academic Agreements pursuant to which KentuckyOne will agree to provide, in the aggregate, no less than \$23,770,522.00 (the “**Academic Payment**”), which will include, among other expenditures:

(i) Funding for 56 resident positions at the Jewish Hospital and Frazier facilities taking into account (a) staffing at comparable healthcare facilities, (b) the services provided at the Jewish Hospital facilities, and (c) clinical volume at the Jewish Hospital facilities; provided, however, that the funding shall not be less than \$4,210,843.00 without the prior written consent of the University. All such funding shall be determined in accordance with the University’s historical practice for establishing salary and benefits for residents and administrating the GME program at the Jewish Hospital and Frazier facilities.

(ii) Funding for all the current Academic Agreements with KentuckyOne or its subsidiaries in existence as of the Effective Date.

3.4 Maintenance of Academic Programs. KentuckyOne will not take any action which would objectively jeopardize continued accreditation of University Programs which have funded GME residency or fellowship slots at KentuckyOne Facilities by an Accrediting Agency without the University’s consent.

## 4. **STANDARDS OF PERFORMANCE**

4.1 KentuckyOne Compliance with Law and Standards. In performing all services required by this Agreement and any other Agreements ancillary thereto, KentuckyOne represents and warrants it will (i) comply in all material respects with all applicable Laws; (ii) provide

services in accordance with generally recognized standards for comparable healthcare facilities, and taking into account the University's teaching, research, clinical care and community service missions; and (iii) exercise reasonable care and prudence in performing its duties hereunder.

4.2 University Compliance with Law and Standards. University represents and warrants that it will (i) comply in all material respects with all applicable Laws; (ii) provide teaching, research and clinical care Programs at a level generally recognized as meeting the standard for a medical school affiliated with a quaternary care hospital that is part of an academic medical center; and (iii) exercise reasonable care and prudence in the services it, and its Faculty, provide at the KentuckyOne Facilities.

4.3 Licensure and Accreditation. KentuckyOne and University shall cooperate to keep all Programs fully licensed and accredited by hospital licensing and accreditation agencies, obtain and maintain such accreditation such that each of the undergraduate medical, graduate medical, continuing medical, professional, undergraduate, and all other educational programs conducted by the University at the KentuckyOne Facilities or otherwise pertaining to this Agreement remain fully licensed and accredited (e.g., by the ACGME and other similarly recognized accreditation bodies) as needed by such academic, clinical and research Programs.

4.4 Cooperation. In performing the services contemplated hereunder, KentuckyOne shall use its Best efforts to establish and maintain good cooperative relationships with Faculty (both full time and gratis), community physicians, other health care services and facilities, and with the community generally.

## 5. **TAX CONSIDERATIONS**

Upon the written request of any Party, the Parties agree to amend to terms of this Agreement, or any other agreement executed and delivered in connection hereto, from time to time on an economically neutral basis in order to comply with any tax law, rule or regulation applicable to any Party.

## 6. **FACULTY AGREEMENTS**

University shall have the right of prior written approval, not to be unreasonably withheld, of all direct agreements between any full time member or members of the Faculty and KentuckyOne.

## 7. **REPRESENTATIONS AND WARRANTIES**

7.1 Representations and Warranties of KentuckyOne. KentuckyOne represents and warrants as follows:

(a) KentuckyOne is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has full and unrestricted corporate power and authority to carry on its business as currently conducted, to execute and deliver this Agreement.

(b) This Agreement and all other documents to be executed by KentuckyOne will constitute valid and binding obligations of KentuckyOne enforceable in accordance their respective terms upon execution.

7.2 Representations and Warranties of University. University represents and warrants as follows:

(a) University is an independent agency of the Commonwealth of Kentucky, and has the authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby, including all power and authority necessary or appropriate under the laws of the Commonwealth of Kentucky.

(b) This Agreement and all other documents to be executed by University will constitute valid and binding obligations of University enforceable in accordance with their respective terms upon execution.

## 8. **TERM AND TERMINATION**

8.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date, and continuing through June 30, 2018 (the “**Term**”).

8.2 Termination. This Agreement shall terminate at the end of the Term or otherwise as mutually agreed by the Parties in writing.

8.3 Effect of Termination.

(a) *Transition Period.* Following any termination or expiration of this Agreement, KentuckyOne and University shall cooperate to develop a transition plan, reasonably acceptable to the Parties, to effectuate the orderly termination of this Agreement and transition of University Programs, as applicable. In implementing such transition plan, each Party shall provide to the other a level of support and cooperation, reasonably necessary to complete the transition plan, and to satisfy each Party’s duties and obligations under the plan. To the extent there are University residency slots allocated to Jewish Hospital and Frazier for Medicare cost reporting purposes, the Parties agree that those residency slots will be transferred to UMC, or another facility as directed by University, upon termination of this Agreement.

(b) *Return of Proprietary and Confidential Information.* Upon expiration or other termination of this Agreement, for any reason, each Party shall promptly return all Proprietary and Confidential Information to the owner of such Proprietary and Confidential Information.

## 9. **INSURANCE**

9.1 KentuckyOne shall maintain in full force and effect at all times during the Term of this Agreement commercial general liability insurance coverage with combined limits of not less the Twenty Million Dollars (\$20,000,000) per occurrence and in the aggregate, and other customary and reasonable insurance coverages or self-insurance arrangements reasonably acceptable to University. Self-insurance arrangements that meet the conditions of tax exempt, or

similar self-insurance arrangements are deemed to be reasonably acceptable to University. KentuckyOne shall promptly pay all premiums for insurance policies required under this Section 9. KentuckyOne shall provide evidence of current satisfaction of this condition to University upon request.

9.2 University shall maintain in full force and effect at all times during the Term of this Agreement professional liability insurance for University's residents, with limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence and Seven Hundred Fifty Thousand Dollars (\$750,000) in the aggregate. Such professional liability insurance may be procured through University's reciprocal risk retention group.

## 10. PROPRIETARY AND CONFIDENTIAL INFORMATION

KentuckyOne and University Proprietary and Confidential Information and all copies and modifications thereof are the property of KentuckyOne and University respectively. Each Party acknowledges that the Proprietary and Confidential Information of each other Party constitutes valuable assets and trade secrets of the owning Party. During the term of this Agreement, and at all times thereafter, each Party agrees that, except as required by Law or order of court:

10.1 It will hold the Proprietary and Confidential Information of either of the other Parties in strict confidence with at least the same degree of care as it uses for its own Proprietary and Confidential Information.

10.2 It will not, and will instruct its employees and agents not to, directly or indirectly, voluntarily or involuntarily, use, sell, lease, assign, transfer, disclose or otherwise make available any part of the Proprietary and Confidential Information of either of the other Parties to others, except with the express written consent of the Party owning such Proprietary and Confidential Information.

10.3 It will not copy or duplicate by any means, in whole or in part, any Proprietary and Confidential Information of either of the other Parties, except with the express written consent of the Party owning such Proprietary and Confidential Information.

10.4 Except with respect to third Parties approved in advance in writing by the owner of any Proprietary and Confidential Information (which approval shall not be unreasonably withheld or delayed), each Party will limit access to each of the other Parties' Proprietary and Confidential Information to only those of its employees and agents who need access to such Proprietary and Confidential Information, and, if requested by the owner of such Proprietary and Confidential Information, will require its employees, agents and other approved third Parties to execute reasonable nondisclosure agreements.

## 11. MISCELLANEOUS PROVISIONS

11.1 Assignment; Change of Control. During the Term hereof no Party may sell, transfer, or assign (including by operation of Law) its interest in this Agreement to any third party without the consent of the other Parties; provided, however, this provision shall not prevent any Party from transferring its interest in this Agreement to another entity which the transferring entity wholly controls.

11.2 Entire Agreement; Amendment. This Agreement, including all Exhibits hereto which are incorporated herein by reference, contains the entire agreement between the Parties relating to the subject matter herein and all prior proposals, discussions and writings by and among the Parties and relating to the subject matter herein are superseded hereby. None of the terms of this Agreement may be amended, unless such amendment is in writing and signed by all Parties hereto, and recites specifically that it is an amendment to the terms of this Agreement.

11.3 Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any event of default hereunder or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

11.4 Severability. If either (a) a court of competent jurisdiction holds that a particular provision or requirement of this Agreement is in violation of any applicable Law, or (b) the Parties are definitively advised by a government agency which has jurisdiction that a feature or provision of this Agreement violates Laws or regulations over which such department or agency has jurisdiction, then each such provision, feature or requirement shall be fully severable and (i) this Agreement shall be construed and enforced as if such illegal, invalid, or otherwise unenforceable provision had never comprised a part hereof; (ii) the remaining provisions hereof shall remain in full force and effect, and shall not be affected by the severed provision; (iii) the Parties shall in good faith negotiate and substitute a provision similar in terms to such severed provision as may be possible and still be legal, valid and enforceable, unless the effect of the severance and substitution would be to deprive a Party substantially of the benefits contemplated under this Agreement, in which case any Party may terminate this Agreement upon thirty (30) days' (or such greater period as is acceptable to such court or governmental agency and is necessary to provide for an orderly transition in accordance with Section 8.3 of this Agreement) written notice to the other Parties.

11.5 Governing Law. This Agreement is deemed to have been entered into in the Commonwealth of Kentucky and its interpretation, construction, and the remedies for its enforcement or breach are to be applied pursuant to and in accordance with the laws of the Commonwealth of Kentucky (excluding the conflict of law principles thereof).

11.6 Notices and Consents. All notices, consents, demands, requests, or other communications desired or required to be given hereunder by one Party to any other Party or Parties shall be in writing, and shall be hand delivered (including delivery by courier or overnight delivery service), mailed by U. S certified mail, return receipt requested, postage prepaid, or by facsimile transmission with confirmation of receipt acknowledged, addressed as follows:

[i] if to University:	University of Louisville Abell Administration Building 323 E. Chestnut Street
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Louisville, KY 40202  
Attention: Executive Vice President for Health Affairs

[ii] if to KentuckyOne: KentuckyOne Health, Inc.  
200 Abraham Flexner Way  
Louisville, KY 40202  
Attention: Chief Executive Officer

Each Party may designate by notice in writing a new address to which any notice, consent, demand, request or communication may thereafter be so given, served or sent. Each notice, consent, demand, request, or communication which shall be mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, the affidavit of messenger being deemed conclusive, but not exclusive, evidenced of such delivery having been made, even if delivery is refused by the addressee upon presentation.

11.7 Additional Actions and Documents. Each of the Parties hereto hereby agrees to take or cause to be taken such further actions to execute, deliver and file or cause to be executed, delivered and filed such further documents, and to use best efforts to obtain such consents (including regulatory approvals), as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

11.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

11.9 Survival. Neither the expiration nor other termination of this Agreement shall terminate those obligations and rights of the Parties that have arisen from performance during the period in which this Agreement was in effect, or that by their express terms are intended to survive, and except as specifically limited herein, such rights, obligations and provisions shall survive the expiration or other termination of this Agreement.

11.10 Benefit of Agreement. It is the explicit intention of the Parties hereto that no person or entity other than the Parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the Parties hereto as a third party beneficiary or otherwise, and that the covenants, undertakings, and agreements set forth in the Agreement shall be solely for the benefit of, and shall be enforceable only by, the Parties hereto and their respective permitted successors and assigns.

11.11 Construction. Each Party hereto hereby acknowledges that it was represented by counsel and participated equally in the drafting and negotiation of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than against another Party.

11.12 Execution in Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts shall collectively

constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto.

**[Remainder of Page Blank, Signature Page Follows]**

[Signature Page to Amended and Restated Academic Affiliation Agreement]

Each of the Parties has caused this Agreement to be duly executed in its name and on its behalf.

THE UNIVERSITY OF LOUISVILLE, an independent agency of the Commonwealth of Kentucky

KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation

By: Dresyn C. Paulino  
Name: Gregory C. Bestelmo  
Title: Intern EUPHA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Amended and Restated Academic Affiliation Agreement]

Each of the Parties has caused this Agreement to be duly executed in its name and on its behalf.

THE UNIVERSITY OF LOUISVILLE, an independent agency of the Commonwealth of Kentucky

KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Ruth W. Brinkley  
Name: Ruth W. Brinkley  
Title: President / CEO

*[Acknowledgment Page to Amended and Restated Academic Affiliation Agreement]*

**ACKNOWLEDGMENT:**

UNIVERSITY MEDICAL CENTER, INC., a Kentucky nonprofit corporation, hereby acknowledges that as of the Effective Date, the 2012 Affiliation Agreement has been amended by this Agreement and all obligations of UMC, and of KentuckyOne with regard to UMC, under the 2012 Affiliation Agreement are hereby terminated.

By: Joan A. Coleman  
Name: JOAN A. COLEMAN  
Title: UMC Interim CEO

**ACKNOWLEDGED BY:**

**COMMONWEALTH OF KENTUCKY**

By: \_\_\_\_\_  
William M. Landrum III  
Secretary of Finance and  
Administration Cabinet

By: \_\_\_\_\_  
Matthew G. Bevin  
Governor

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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED BY:

COMMONWEALTH OF KENTUCKY

By: William M. Landrum III  
William M. Landrum III  
Secretary of Finance and  
Administration Cabinet

By: Matthew G. Bevin  
Matthew G. Bevin  
Governor

**EXHIBIT A**  
**LIST OF ACADEMIC AGREEMENTS**

<b>UL Contracts with KOH at non-ULH locations</b>	<b>Sum of FY17</b>
<b>Academic Support</b>	
<b>Cardiothoracic</b>	<b>2,152,000</b>
Cardiothoracic Dept Support	252,000
Support education, research, medical services	1,750,000
Academic support for 2 years Dr. Massey - Dr. Massey no longer with University as of 10/19/2016	150,000
<b>ENT/Communicative Disorders</b>	<b>200,000</b>
ENT Surgery departmental support	200,000
<b>Medicine</b>	<b>678,142</b>
Support cardiology education, medical, research	76,000
Support education, research, medical services - (Motility Clinic - Dr. Abell and PA)	231,430
Support fellows, faculty research, and teaching	370,712
<b>Neurosurgery</b>	<b>2,500,000</b>
Support education and research neurosurgery	1,300,000
Support education and research PM&R	1,200,000
<b>Surgery</b>	<b>1,610,800</b>
General Surgery departmental support	358,800
Transplant departmental support	1,252,000
<b>Urology</b>	<b>175,000</b>
Support education and research. Office of the chair	175,000
<b>Affiliation Agreement (with no \$)</b>	
<b>UL</b>	-
Affiliation Agreements at various non-ULH sites for SON, SOM and various departments	-
<b>Medical Director</b>	
<b>Cardiothoracic</b>	<b>466,823</b>
Executive Medical Director Dr. Slaughter	69,649
Medical Director Cardiac Operations Dr. Ganzel	69,649
Medical Director Heart Transplant Dr. Cheng	94,114
Medical Director Lung Transplant Dr. Van Berkel	94,114
Medical Director Mechanical Devices Dr. Slaughter	69,649
Medical Director Minimal Invasive CT Surgery Dr. Grubb	69,649



<b>Medicine</b>	<b>198,500</b>
Medical Director Dr. Ouseph as of 1/1/2016 Dr. Mackelaite Dr. Rosemary Ouseph	22,500
Medical Director Lung Transplant Dr. Ramierz	100,000
Medical Director Intensivist ICU Dr. Saad	76,000
<b>Neurology</b>	<b>75,000</b>
Medical Director Stroke @ JH Dr. Haboubi	75,000
<b>Neurosurgery</b>	<b>233,000</b>
Medical Director Brain Injury @ JH Dr. Williams	25,000
Medical Director Brain Injury Frazier Dr. Kaelin	75,000
Medical Director Cancer Rehab Frazier Dr. Nelson	52,000
Medical Director Dr. Shaw	81,000
<b>Surgery</b>	<b>125,000</b>
Medical Director Surgery Transplant Dr. Jones	125,000
<b>Other</b>	
<b>Anatomical Sciences</b>	<b>32,500</b>
Cadaver tissue for hand surgery	32,500
<b>CME</b>	<b>68,000</b>
Providing CME (auto renews)	68,000
<b>Environmental Health &amp; Safety</b>	<b>141,152</b>
Annual Radiation Safety checks for JH, MCE, MCS, MCNE, JHS, SMEH, & MCSW	141,152
<b>Radiation Oncology</b>	<b>124,862</b>
Employee Lease of Physicist @ Flaget (auto renew)	124,862
<b>Translational Research</b>	<b>30,000</b>
Shared employee PA/NP Hep C clinic (auto renew)	30,000
<b>UofL Athletics Department</b>	<b>302,421</b>
Sports Medicine services	302,421
<b>PSA</b>	
<b>Cardiothoracic</b>	<b>5,004,243</b>
11.8 FTE Perfusionists	1,730,028
7 FTE First Assistants and 4.3 FTE Clinical Coordinators	1,213,615
Coordinator ECMO	150,000
CVICU Critical Care Intensivists services	1,308,000
Director of perfusion	75,000
On call services for cardiothoracic surgery	452,600

Support for Exective, Heart and Lung transplant MD	75,000
<b>Family &amp; Geriatric Medicine</b>	<b>459,025</b>
Provide Palliative Care Coverage 2 weekends / month + 5 holidays	21,025
Residents to provide services to Central Station patients	293,460
Sports Medicine Fellow and faculty physician	144,540
<b>Medicine</b>	<b>2,329,000</b>
Advanced Heart Failure Fellow	86,000
Cardiac Rehab services (auto renew)	40,000
Cardiology services (Dr. Lenneman)	150,000
Cardiology services Dr. DeFilippis	175,000
Congestive Heart failure services Dr. Birks	175,000
GI Fellow at JH	72,000
Infection Disease Epidemiology @ Jewish	60,000
Intensivists Support for 2 Fellows	156,000
Interventional cardiology services Dr. Flaherty	100,000
Interventional cardiology services Dr. Sutton	175,000
Lab tissue typing services	400,000
Medical oncology services at Medical Center Jewish Northeast	167,000
Support for Dr. Bolli Research	305,000
Intensivists support (auto renews)	268,000
<b>Neurology</b>	<b>1,304,000</b>
Neurology and Telemedicine call coverage (Auto renews)	1,304,000
<b>Neurosurgery</b>	<b>544,600</b>
1 FTE Physician Extender neurosurgery pediatric rehab	110,000
Dr. Harkema Research (auto renew)	88,000
Neuro Assistive Technology Mary Ellen Bunning	18,000
Neurosurgery on-call coverage	328,600
<b>Orthopedic Surgery</b>	<b>62,511</b>
Adult reconstructive fellows	62,511
<b>Pathology</b>	<b>9,600</b>
Dr. Miller Consults for Lab	9,600
<b>Pediatrics</b>	<b>5,000</b>
Provide EKG reads (auto renew)	5,000
<b>Radiation Oncology</b>	<b>266,000</b>

Radiation oncology services	266,000
<b>Surgery</b>	<b>462,500</b>
Islet Auto Transplantation (45K per procedure) (AUTO RENEW)	405,000
JH Medical Officer (ends December 31, 2016)	7,500
Surgery trauma coverage for Frazier	50,000
<b>Residents</b>	
<b>GME</b>	<b>4,210,843</b>
Resident program at Frazier. 5 PM&R residents	353,982
Resident program at JH. Minimum of 51 residents	3,856,861
<b>Grand Total</b>	<b>23,770,522</b>

**NOTE: There is a supplement for library services which covers both ULH and JH at \$304,119**