

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 of Kentucky (“**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**.¹”

RECITALS

Jewish Hospital and Frazier Rehab Institute have been an integral part of the academic clinical, teaching, and training program of the University’s School of Medicine for as long as the facilities have been open.

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 Rehab Institute.

KentuckyOne and UMC are parties to that certain Joint Operating Agreement dated November 13, 2012 (the “**JOA**”), and other related arrangements, which delegated the operation and management of substantially all of University of Louisville Hospital and the James Graham Brown Cancer Center to KentuckyOne.

On December 14, 2016, the Parties and UMC entered into an agreement to restructure the relationship between the parties as of July 1, 2017 (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 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.

“Affiliate” shall have the meaning ascribed in the Fundamental Agreement.

“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” or “Graduate Medical Education Programs” shall mean the graduate medical education Programs conducted by the School of Medicine, which is and will be, throughout the Term, 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.

“Master Support and Services Agreement” means the Master Support and Services Agreement between the University of Louisville, University of Louisville Physicians, Inc., and KentuckyOne, effective July 1, 2017, which is attached hereto as **Exhibit C** and incorporated herein by reference.

“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.

“Residency Funding” has the meaning set forth in Section 3.3(a)(i).

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

“Support and Services Funding” has the meaning set forth in Section 3.3(a)(ii).

“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 (subject to KentuckyOne's payment of the Residency Funding) 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 (i) University policies and procedures while conducting activities within its Programs, and (ii) rules, policies, and procedures, and Laws, relating to their activities at the KentuckyOne Facilities, including the applicable Bylaws, rules, policies and procedures of any medical staffs. KentuckyOne may remove or suspend any student, resident, or fellow from performing activities at the KentuckyOne Facilities in the event the applicable KentuckyOne Facility reasonably determines that his/her conduct or behavior is posing immediate and serious danger to its patients or staff; provided that, upon the University's request, any such individual may be reinstated based on the education and steps taken to address such conduct and the likelihood for reoccurrence pursuant to the University's policies and procedures and applicable Accrediting Agency standards. Without limiting the foregoing, upon being notified by KentuckyOne that a student, resident, or fellow is not adhering to applicable rules, policies, procedures or Laws, or is acting in an inappropriate or disruptive manner, the University shall in all cases apply and undertake appropriate investigation, discipline and corrective action with respect to the individual, with reasonable diligence pursuant to the University's policies and procedures and applicable Accrediting Agency standards, consistently applied.

(c) KentuckyOne and University agree to create and maintain a learning environment for the University medical students and residents in which the appropriate canons of professional behavior are valued and modeled.

(d) When a University student or resident is exposed to any infections or environmental hazard or other occupational injuries in the course of participating in any Program, the cost of testing and treatment when given, as recommended by the University student health physician, will be borne by the University. All testing and treatment will be as outlined in the protocols developed by the University's student health services. Long-term treatment, if needed, will be the responsibility of the student or resident and/or his/her health insurance provider, as applicable.

(e) 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 to be incorporated into this Agreement as an amendment, and shall be updated by the Parties, as necessary, to comply with new or revised requirements imposed by any Accrediting Agency.

3.2 Maintenance of Programs and Placement of Residents. It is the Parties' objective to continue the Graduate Medical Education Programs and residency assignments currently in place at Jewish Hospital and Frazier. Recognizing the foregoing, University will assign and maintain a minimum of 51 full-time equivalent ("FTE") residents to Jewish Hospital and 5 FTE residents to Frazier during the Term, which resident positions will be allocated among University's Graduate Medical Education Programs as listed on **Exhibit A**. Subject to the foregoing, the total number of FTE residents assigned to Jewish Hospital and Frazier from time to time will be subject to the mutual written agreement of University and KentuckyOne. University will not relocate any of such residents or discontinue any of such Graduate Medical Education Programs without providing prior written notice to KentuckyOne.

3.3 Academic Payments.

(a) During the Term of this Agreement, KentuckyOne will provide, in the aggregate, no less than \$23,770,522.00 (the "**Academic Payment**"), which will be allocated and include, among other expenditures:

(i) Funding for 51 FTE resident positions at the Jewish Hospital and 5 FTE resident positions at Frazier facilities, as listed on **Exhibit A**, taking into account (a) staffing at comparable healthcare facilities, (b) the services provided at the Jewish Hospital and Frazier facilities, and (c) clinical volume at the Jewish Hospital and Frazier facilities; provided, however, that the funding shall not be less than \$4,210,843.00 without the prior written consent of the University ("**Residency Funding**"). All such funding shall be determined based on the total number of resident FTEs assigned to Jewish Hospital and Frazier pursuant to Section 3.2, based on the University's historical practice for establishing salary and benefits for residents assigned to the GME program at the Jewish Hospital and Frazier facilities and consistent with the schedule set forth on **Exhibit B**.

(ii) Funding paid pursuant to the Master Support and Services Agreement ("**Support and Services Funding**").

(b) The Parties shall perform a final accounting of all Residency Funding and Support and Services Funding paid by KentuckyOne pursuant to this Section 3.3 ("**Preliminary Funding**") no later than sixty (60) days following the end of the Term. KentuckyOne shall make a final academic support payment earmarked to support the University Health Sciences Center in the amount of the difference between the Academic Payment and the Preliminary Funding, if any, no later than October 1, 2018.

3.4 Maintenance of Academic Programs. If within and subject to the scope of their respective authority and role and consistent with the terms of this Agreement, neither Party will 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 other Party'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. In performing all services required by this Agreement and any other agreements ancillary thereto, 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, each Party shall use its Best efforts to establish and maintain good cooperative relationships with Faculty (both full time and gratis), students, residents, fellows, 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 the 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 with 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 Discussions Regarding Extension of Relationship. As soon as reasonably practicable following the execution of this Agreement, the Parties agree to enter into discussions concerning a longer term agreement to continue the teaching, training and clinical programs beyond the Term.

8.4 Effect of Termination.

(a) *Transition Period.* Following the 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 than 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. For purposes of this Section 11.1, the meaning of "third party" shall not include an Affiliate of a Party.

11.2 Entire Agreement; Amendment. This Agreement, including all Exhibits hereto which are incorporated herein by reference, contains the entire agreement between the Parties and all prior proposals, discussions and writings by and among the Parties and relating to the subject matter herein (including but not limited to that certain Academic Affiliation Agreement between the Parties, executed on the same date as the Fundamental Agreement) 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:

[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. In the event of a conflict between this Agreement and the Master Support and Services Agreement or any other directly or indirectly related agreement, the terms of this Agreement shall prevail.

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]

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

By: G. C. Postle
Name: Gregory C. Postle, MD
Title: Intern ER PHA

KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation

By: _____
Name: _____
Title: _____

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: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation

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

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: Kenneth P. Marsh
Name: Kenneth P. Marsh
Title: PRESIDENT

EXHIBIT A

Jewish Hospital Program

Anesthesiology	3
Emergency Medicine	3
Family Practice	1
• Sports Medicine	1
Hand Surgery	6
Medicine	5
• Cardiology	5
• Gastroenterology	3
• Pulmonary/Critical Care	2
Neurology	3
Neurosurgery	2
Ophthalmology – Retina	1
Orthopedics	2
Radiology	1
General Surgery	4
• Assignment to Transplant Surgery	2
• Assignment to Vascular Surgery	2
Plastic Surgery	1
Thoracic/Cardiovascular Surgery	2
Urology	2
<hr/>	
TOTAL	51

Frazier Rehabilitation Hospital

Program

Physical Medicine & Rehab rotation	5
TOTAL	5
OVERALL TOTAL	56

Jewish Hospital
Fellows/Residents Contracted Separately in the
Master Support & Services Agreement

- Pulmonary 25007
- Gastroenterology 25001
- Advanced Heart Failure 25006
- Cardiology 25008
- Orthopedic Adult Reconstruction 21028
- General Surgery 21025
- Family & Geriatric-Sports Medicine 25002, 25003

EXHIBIT B

UNIVERSITY OF LOUISVILLE RESIDENT STIPENDS AND HOSPITAL REIMBURSEMENT RATES 2017 – 18

PG LEVEL	RESIDENT STIPENDS		28% FRINGES AND ADMIN COSTS	HOSPITAL REIMBURSEMENT	
	ANNUAL	MONTHLY		ANNUAL	MONTHLY
1	\$ 54,621.00	\$ 4,551.75	\$ 15,293.88	\$ 69,914.88	\$ 5,826.24
2	\$ 55,785.00	\$ 4,648.75	\$ 15,619.80	\$ 71,404.80	\$ 5,950.40
3	\$ 57,340.00	\$ 4,778.33	\$ 16,055.20	\$ 73,395.20	\$ 6,116.27
4	\$ 58,927.00	\$ 4,910.58	\$ 16,499.56	\$ 75,426.56	\$ 6,285.55
5	\$ 61,906.00	\$ 5,158.83	\$ 17,333.68	\$ 79,239.68	\$ 6,603.31
6	\$ 64,494.00	\$ 5,374.50	\$ 18,058.32	\$ 82,552.32	\$ 6,879.36
7	\$ 66,734.00	\$ 5,561.17	\$ 18,685.52	\$ 85,419.52	\$ 7,118.29
8	\$ 68,973.00	\$ 5,747.75	\$ 19,312.44	\$ 88,285.44	\$ 7,357.12

EXHIBIT C

MASTER SUPPORT AND SERVICES AGREEMENT

MASTER SUPPORT AND SERVICES AGREEMENT

THIS MASTER SUPPORT AND SERVICES AGREEMENT (“*Agreement*”) is entered into as of April 15, 2017 (“*Signing Date*”) and effective as of July 1, 2017 (“*Effective Date*”), by and among KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation (“*KYOne*”), UNIVERSITY OF LOUISVILLE PHYSICIANS, INC., a Kentucky nonprofit corporation (“*ULP*”), and UNIVERSITY OF LOUISVILLE, an instrumentality of the Commonwealth of Kentucky (“*UofL*”) (each a “*Party*” and collectively “*Parties*”). ULP and UofL are referred to individually as a “*UofL Party*” and collectively as the “*UofL Parties*.”

RECITALS

WHEREAS, KYOne and UofL are parties to that certain Academic Affiliation Agreement effective as of the same date as the Effective Date (“*AAA*”), for purposes of, among other things, supporting and maintaining UofL’s education and research in medicine, and maintaining an environment in which full time clinical Faculty of the University, students, fellows, residents and community physicians who are not full time Faculty will work collaboratively to provide quality, affordable healthcare to the public in the Louisville Metro; and

WHEREAS, KYOne and UofL desire for this Agreement to set out KYOne’s financial commitment to support academic and clinical programs at UofL, as well as the Parties mutual obligations related to clinical programs at Facilities, as contemplated under the *AAA*, and ULP desires and is willing to enter into this Agreement to support UofL’s commitments under the *AAA*.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein and in the *AAA*, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 DEFINITIONS

For purposes of this Agreement, in addition to the terms defined under the *AAA*, the following terms shall have the meaning indicated:

“*AAA*” has the meaning set forth in the Recitals.

“*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 UofL School of Medicine, including, but not limited to, ACGME and LCME.

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

“Compensation” shall mean the specific compensation paid from KYOne to the applicable UofL Party as set forth with respect to particular Services.

“Department” shall mean the applicable UofL School of Medicine department to which support, or from which Services, will be provided pursuant to this Agreement.

“Departmental Support” shall mean each grant to support certain educational and research activities of UofL as set forth in a Departmental Support Supplement.

“Departmental Support Supplement” shall mean each grant to support certain educational and research activities of UofL as set forth in Exhibits A through F of this Agreement and which identify, as applicable: (i) the amount of financial support that will be provided by KYOne pursuant to this Agreement and the applicable UofL School or Department; (ii) the installment schedule for disbursement of the Support Amount (defined below); and (iii) any other applicable terms.

“Facility” shall mean Jewish Hospital, Frazier Rehab Institute or any other licensed health care facility owned and operated by KYOne.

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

“LCME” shall mean the Liaison Committee on Medical Education.

“Medical Director Services” shall mean the following services, along with any particular services described in a Medical Director Supplement attached, as applicable, to Exhibits A through D of this Agreement, independently or collectively:

(i) Advise, consult with, assist and provide written recommendations to the Facility identified in the applicable Medical Director Supplement regarding advances in medical science that are relevant to the applicable program (“**Program**”), which shall include, without limitation, the development, review and implementation of administrative policies and procedures applicable to the operation of the Program, in furtherance of the service goals and objectives of Facility.

(ii) Assist Facility in developing budgets (both operational and capital) for the Program.

(iii) Advise, consult with, assist and provide written recommendations to Facility regarding the development and implementation of operating and treatment policies and procedures to facilitate the consistency and quality of all services provided in the Program, all as part of Facility’s overall quality assurance, risk management and resource effective utilization programs.

(iv) As it relates to the Program, participate in Facility’s overall quality assurance, risk management, and resource effective utilization review program in accordance with Facility’s written policies, the applicable laws and regulations, and the policies and standards of accrediting organizations.

(v) Assist Facility with its compliance with all applicable state and federal regulations, as well as all applicable regulations of certifying, licensing and accrediting bodies within the Program.

(vi) Assist Facility with its recruitment of Medical Staff members, other professional personnel and staff who will support the Program.

(vii) Assist Facility in maintaining compliance with the standards of licensing and accrediting bodies, including, but not limited to, The Joint Commission.

(viii) Plan, coordinate, and participate in continuing education and in-service training of Program personnel and the Medical Staff that provide services in the Program, and develop and maintain ongoing relationships within the relative medical community.

(ix) Conduct periodic evaluations of the adequacy and appropriateness of medical services provided in the Program and the physicians, other professionals, and support staff providing such services.

(x) Assist Facility in the preparation of a long-range plan for future activities of the Program, which shall be based upon a thorough evaluation of the current performance of the Program and an assessment of change in reimbursement mechanisms, clinical practice and market conditions.

(xi) Develop and maintain ongoing dialogue with Medical Staff members who provide services in the Program, participate in and accept appointments to ad hoc and standing committees composed of members of the Medical Staff or other personnel, and evaluate medical reports and prepare special reports (if required as a committee member or by Facility).

(xii) Act as liaison between Program elements and auxiliary/support services and departments of the Medical Staff.

(xiii) Advise, consult with, assist and provide written recommendations to Facility regarding the interrelationship between the Program and other departments, programs, or personnel at Facility.

(xiv) Assure the maintenance of accurate, complete and timely patient and other records regarding the Program in order to facilitate the delivery of quality patient care through the Program.

(xv) Perform such other duties related to the Program's medical direction, including, without limitation, the preparation of such written reports and analyses regarding the results of the Services performed by Medical Director and written recommendations regarding the medical direction of services provided to patients of the Program, as requested by Facility.

(xvi) Supervise patient care in the Program.

(xvii) Participate in the process of ensuring the adequacy of individual treatment prescriptions and programs, including notations of contraindications and precautions, developed with the participation of professional personnel.

(xviii) Assist in facilitating appropriate interaction with and among physicians, patients, administration and governmental agencies.

“Medical Director Supplement” shall refer to the Medical Director Services agreement attached to Exhibits A through D of this Agreement. Each Medical Director Supplement will describe, as applicable: (i) the Specialty of the particular Medical Director thereunder; (ii) the Program in which the Medical Director Services will be rendered; (iii) the Compensation and terms on which Compensation will be paid; (iv) the facility(ies) in which the Medical Director Services will be provided; and (v) any other terms applicable to the specific Medical Director Supplement.

“Non-Physician Practitioners” or ***“NPPs”*** shall mean those non-Physician licensed practitioners who are employed or otherwise engaged by a UofL Party and qualified and eligible to render Services pursuant to this Agreement.

“Other Services” shall mean any particular services described in an Other Services Supplement attached to Exhibit F of this Agreement, independently or collectively.

“Other Services Supplement” shall refer to the Other Services agreement attached to Exhibit F. Each Other Services Supplement will describe, as applicable: (i) the Specialty of the particular Provider(s) rendering Other Services thereunder; (ii) the Program in which the Other Services will be rendered; (iii) the Compensation and terms on which Compensation will be paid; and (iv) any other terms applicable to the specific Other Services Supplement.

“Physicians” shall mean those Faculty of the UofL School of Medicine who are qualified and eligible to render Professional Services pursuant to this Agreement.

“Professional Services” shall mean the following services, along with any particular services described in a Professional Services Supplement attached, as applicable, to Exhibits A through F of this Agreement, independently or collectively: professional diagnostic and treatment services, including evaluations, clinical management, consultations, professional oversight and supervision, as well as such other, related services normally and customarily performed by Providers specializing or maintaining expertise in the applicable Specialty, in each of the ambulatory and the inpatient and outpatient settings, and including “on duty” and “on call” services as applicable.

“Professional Services Supplement” shall refer to attached to the Professional Services agreement attached, as applicable, to Exhibits A through F of this Agreement. Each Professional Services Supplement will describe, as applicable: (i) the Specialty of the particular Provider(s) rendering Professional Services thereunder; (ii) the Program in which the Professional Services will be rendered; (iii) the facility(ies) in which the Professional Services will be provided; (iv) the Compensation and terms on which Compensation will be paid; (v) any performance or quality metrics applicable to the Professional Services; and (vi) any other terms applicable to the specific Professional Services Supplement.

“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.

“Providers” shall mean the Non-Physician Practitioners, Physicians, and residents and fellows, as applicable, collectively.

“Services” means the Medical Director Services, Other Services and Professional Services that are required to be performed by an applicable UofL Party under this Agreement, collectively. The Services are further described in Exhibits A through F of this Agreement.

“Specialties” shall mean the various specialties and sub-specialties, including those composing the Departments or described on Exhibits A through F to this Agreement, in which Services will be provided hereunder. ***“Specialty”*** means any one of the Specialties.

“Supplements” shall mean the Departmental Support Supplements, Medical Director Supplements, Professional Services Supplements and Other Services Supplements attached to and effective under this Agreement from time to time. The Supplements shall be attached, as applicable, to Exhibits A through F of this Agreement, each of which shall be updated or modified from time to time in accordance with this Agreement.

“Support Amount” shall mean the financial support that is paid by KYOne to UofL pursuant to this Agreement and as further described in a Departmental Support Supplement attached, as applicable, to Exhibits A through F of this Agreement.

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

“Time Report Form” refers to the time report form attached hereto as Attachment A.

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

“School of Medicine” shall refer to the UofL School of Medicine.

SECTION 2 DEPARTMENTAL SUPPORT

2.1 Departmental Support. In consideration of the Parties’ respective commitments under the AAA and this Agreement, and in order to facilitate and support the education and research activities of the School of Medicine, KYOne will provide Departmental Support for

each Department as set forth in the AAA and the applicable Departmental Supplement. The Support Amount will be received by School of Medicine on behalf of the Departments.

SECTION 3 SERVICES

3.1 Generally. UofL and ULP shall provide or, as applicable, cause to be provided by the Providers, the Services, subject to the terms and conditions of this Agreement. The UofL Parties shall at all times during the Term of this Agreement: (i) be and remain legally organized and operated to provide the Services required by this Agreement, in a manner consistent with all laws; (ii) be and remain eligible to participate in all federally funded health care programs, including Medicare and Medicaid; (iii) have within their engagement such Providers as are necessary to meet the Service requirements set forth in this Agreement, and who are duly licensed and qualified to perform the Services required to be performed by them under, and who otherwise meet the requirements of, this Agreement. The UofL Parties shall cause the Providers to follow and adhere to all responsibilities, covenants, and requirements in this Agreement that apply to them.

3.2 Control over Services; Limitations. KYOne shall neither have nor exercise any control or direction over the methods by which any Physician exercises medical judgment in providing Services hereunder. The UofL Parties shall, however, be accountable to KYOne to require that the Services are performed in accordance with this Agreement. Further, the Parties agree that nothing in this Agreement shall be construed to delegate to the UofL Parties or any of their Providers any responsibility or authority that may be held or exercised only by the governing body (or its committees, as applicable) of KYOne or a Facility under applicable laws or the requirements or standards of applicable accrediting agencies (*e.g.*, The Joint Commission) or licensing bodies, including applicable Medicare and Medicaid requirements. Further, unless otherwise approved in advance and in writing by KYOne, nothing in this Agreement shall delegate to or authorize the UofL Parties or their Providers to enter into any contracts, or assume or incur any obligation or liability, by, on behalf of, or in the name of KYOne or any Facility, including to purchase any goods, services or other items for KYOne or any Facility.

3.3 Provision of Services.

(a) The Services shall be provided in accordance with the terms set forth in each applicable Medical Director Supplement, Professional Services Supplement and Other Services Supplement. Except as otherwise described on the applicable Supplement, Services will be provided in accordance with a schedule as mutually and reasonably agreed upon by the Parties from time to time, and the Parties shall work together in good faith to establish the times at which the Providers will perform the Services. Acknowledging the foregoing, the Parties will meet and confer with each other and the Providers from time to time to assess, forecast, and discuss the amount of time and effort that is reasonably necessary to carry out the Services, and if appropriate, to agree upon any reduction or increase to the amount of time and effort that is then being devoted to the Services by the Providers and Compensation paid for Services provided by the Providers, and execute amendments to the applicable Supplement in accordance with Section 12.9. Without limiting the foregoing, the UofL Parties shall cause the Providers to devote their reasonable efforts and diligence toward performing the Services and carrying out their responsibilities hereunder. At a minimum, such reasonable efforts and diligence shall be

tailored to achievement of the applicable goals, objectives and outcomes of the AAA and this Agreement and as reflected with respect to the particular Services in the applicable Supplement, and in accordance with prevailing medical standards.

(b) In the event the service requirements or needs of KYOne otherwise change, then at KYOne's request, the Parties shall promptly meet, in good faith, to develop and agree upon any associated changes to the Services and Compensation hereunder through modifications to the applicable Supplements.

3.4 Indigent Care; Nondiscrimination. In order to further the Parties' common mission of providing quality health care to all segments of the community, each UofL Party agrees, and will cause its Providers to abide by Facility's policies and procedures, to accept all Medicare and Medicaid patients, and to treat all medically indigent patients without regard to ability to pay and without regard to race, color, national origin, citizenship, sex, age, sexual orientation, disability, religion, or other factors unrelated to the patient's need for services, and unless otherwise agreed to in writing to provide such services without additional compensation from KYOne.

3.5 KYOne Responsibilities Relating to the Services.

(a) Space. KYOne will furnish, at its expense, sufficient space which in its sole discretion, subject to standards set by Accrediting Agencies, it may deem necessary for the proper and efficient provision of the Services hereunder. No part of any such spaces will be used, at any time, for the private practice of medicine by a UofL Party or a Provider.

(b) Furniture, Fixtures, Equipment and Supplies. KYOne will provide such furniture, fixtures, equipment, and supplies as KYOne, in its sole discretion, subject to standards set by Accrediting Agencies, deems reasonably necessary for the proper and efficient provision of the Services.

(c) Services by KYOne. KYOne will provide such ordinary utilities and services, including janitor, housekeeping, infectious and hazardous waste disposal, in-house messenger service, laundry, electricity, gas, telephone, water, heat, and air-conditioning as KYOne in its sole discretion, subject to standards set by Accrediting Agencies, deems necessary for the efficient provision of the Services. KYOne will also provide the services of such other KYOne departments, including without limitation, nursing, personnel, administrative, accounting, engineering, purchasing, and medical records, as are reasonably necessary, in KYOne's sole discretion, subject to standards set by Accrediting Agencies, for the proper and efficient provision of the Services.

(d) Non-Physician Personnel. KYOne will be responsible to ensure that there are sufficient nurses and technical, paramedical, and other non-physician personnel as KYOne in its sole discretion, subject to standards set by Accrediting Agencies, deems necessary for the proper and efficient provision of the Services. KYOne and Facility will solely determine the selection of its employees, and all human resource matters regarding Facility staff will be governed by Facility policies, rules and regulations pertaining to Facility employees.

3.6 Academic Partnership Council. KYOne and the UofL Parties agree to form a council of physician and administration members appointed by KYOne and the UofL Parties (the “Academic Partnership Council”). The Academic Partnership Council will serve as a decision-making body with responsibility for (i) establishing performance goals surrounding the quality/safety efficiencies and operations through clinical excellence and strategic growth initiatives; (ii) recommending, implementing and overseeing all activities of KYOne’s Service Line Centers of Excellence; (iii) monitoring progress in the achievement of the Quality, Patient Safety and Patient Satisfaction Goals attached as Attachment D, as applicable, to the Supplements; and (iv) carrying out any other duties as agreed upon by KYOne and the UofL Parties.

SECTION 4 PROVIDERS.

4.1 Appointment of Providers. The Services shall be performed by the Providers appointed in the applicable Supplement or as otherwise agreed to by the Parties. Any changes to a Provider, regardless of the reason, shall be subject to the mutual agreement of the Parties. No UofL Party may perform, or cause to be performed, any Services hereunder by or through any physician or provider other than the particular Providers identified on the applicable Supplements hereto, without the prior written approval of KYOne, which approval will not be unreasonably withheld or delayed.

4.2 Provider Qualifications. Throughout the Term, the UofL Parties will ensure that:

- (a) Each Provider is employed or contracted by a UofL Party;
- (b) Each Provider holds at all times, on a current, valid and unrestricted basis, all licenses and certifications required to provide the Services to be rendered by him/her under this Agreement in the Commonwealth of Kentucky;
- (c) Each Physician is board certified or board-eligible in the Specialty identified in the applicable Supplement, as applicable;
- (d) Each Provider is at all times a member in good standing of the Medical Staff (or, if applicable, allied health staff) of the Facility where the Services are provided and has the appropriate training and education to perform the full-range of Services to be rendered by him/her under this Agreement;
- (e) Each Provider is not, and at no time has been, excluded or suspended from participation in any state or federal health care program, including, without limitation, Medicare or Medicaid (collectively, “***Government Programs***”);
- (f) Each Provider is at all times qualified and eligible to provide services to beneficiaries as a participating provider under all Government Programs and any other third-party payment plans in which KYOne or Facility participates;
- (g) Each Provider maintains or is covered by at all times the insurance required by this Agreement;

(h) Each Provider has had education in occupational exposure to bloodborne pathogens, protective practices to avoid contamination and procedures for decontamination in case of exposure or potential exposure to infectious materials or potentially infectious materials in accordance with the federal guidelines “Occupational Exposure to Bloodborne Pathogens”; and

(i) Each Provider has undergone a complete physical examination including a PPD within the preceding year, as well as evidence of immunization status for rubeola, rubella or varicella, which evidence will be acceptable to KYOne.

4.3 Compliance with Qualifications. The UofL Parties will, upon KYOne’s request, furnish KYOne and/or the Medical Staff appropriate documentation to show compliance with the qualification requirements set forth in Section 4.2 of this Agreement. The UofL Parties will notify KYOne immediately in writing if a Provider no longer meets such qualifications or any other requirements of this Agreement, while designated or appointed hereunder to render Services. If a Provider fails to fulfill or otherwise abide by the requirements set forth in this Agreement, the Provider will be prohibited from performing any Services pursuant to this Agreement until such time as he or she again fulfills such requirements and is reinstated with KYOne’s approval and, where appropriate, in accordance with the provisions of the Facility Medical Staff bylaws.

4.4 Removal and Replacement of Provider. KYOne may reasonably request the removal and replacement of a Provider providing Medical Director Services pursuant to this Agreement at any time. Any disputes between the Parties as to the reasonableness of a request by KYOne to remove a Provider providing Medical Director Services will be discussed and agreed to by the Parties. The applicable UofL Party agrees to remove and replace a Provider from providing the Medical Director Services as reasonable requested. Each UofL Party may only use substitute personnel as a result of illness, vacation, vacancy, or other short-term scheduling conflicts. Any additional Provider added to a Medical Director Supplement, and any substitute physicians and/or professionals, must meet the qualifications of any applicable Medical Director Supplement and otherwise render Medical Director Services in accordance herewith.

4.5 Disciplinary Notices. Each Party, to the extent it has knowledge thereof, will provide timely and appropriate notification to the other Party (i) of any actions for malpractice that are served against a Provider related to Services performed at Jewish Hospital or Frazier or otherwise under this Agreement, and (ii) of any significant disciplinary proceedings instituted against a Jewish Hospital or Frazier or a Provider by any governmental agency, board, or organization. The UofL Parties shall cause the Provider to fully cooperate with KYOne in connection with any claim, proceeding or other action relating to their Services, including to respond to requests for information and assistance with investigations.

4.6 Presentation. Each Party will use reasonable best efforts to inform patients of a Provider’s independent, non-employed status with KYOne and Facility. In furtherance of such, no Provider will refer to herself or himself as an employee of KYOne or Facility.

SECTION 5 COMPLIANCE WITH LAWS, REGULATIONS AND STANDARDS

5.1. Service Standards. All Services will be provided in accordance with the terms and conditions of this Agreement, and all applicable laws, accreditation standards, bylaws, rules and regulations of the Medical Staff (or, as applicable allied health staff) of the Facility where the Services are provided, and standards of care. Specifically, but not by way of limitation, each Party represents and warrants that it will, and will cause its Providers, to comply with all applicable statutes, rules, regulations, accreditation standards and other applicable standards of: Government Programs; the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), including the Standards for Privacy of Individually Identifiable Health Information, Standards for Notification in the Case of Breach of Unsecured Breach of Unsecured Protected Health Information, and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (collectively, “**HIPAA Regulations**”); The Joint Commission; the National Committee for Quality Assurance; as well as the Medical Staff bylaws, policies and procedures, and all other rules and regulations established by KYOne and/or the Facility Medical Staff applicable to the operation of the Program (“**KYOne Requirements**”); and any updates to incorporate any changes to such statutes, rules, regulations, accreditation standards, or KYOne’s Requirements. Failure to comply with this Section 5.1 will be a material breach of this Agreement.

5.2. Master Contract List. Each UofL Party acknowledges that KYOne will record this Agreement on its master contract list that it maintains for purposes of required reporting to the Office of Inspector General and Centers for Medicare & Medicaid Services. The reporting requirements extend to all financial arrangements with physicians and their immediate family members. To facilitate KYOne’s required record-keeping, the applicable UofL Party will fully and accurately complete the disclosure form attached hereto as part of Attachment B.

5.3. Referrals. The Parties acknowledge and agree that it is not a direct or indirect purpose of this Agreement that any Party is inducing, or attempting to induce, the other to refer any individual to the other or to any other person or facility for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under Medicare, Medicaid, or any other Government Program or private payment program, and that there is no obligation on the part of any UofL Party or any Provider to refer patients to KYOne or to order items or services from KYOne or for any other purpose. The Parties specifically intend to comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Ethics in Patient Referrals Act (42 U.S.C. § 1395nn) or regulations promulgated thereunder, or any analogous state law.

SECTION 7 COMPENSATION AND BILLING FOR SERVICES AND DEPARTMENTAL SUPPORT

7.1. Compensation and Departmental Support.

(a) KYOne will pay the applicable UofL Party (i) the Compensation set forth on the applicable Supplement for Services rendered; and (ii) the Support Amount set forth on the applicable Supplement for Departmental Support. Unless otherwise set forth in the applicable Departmental Support Supplement, the Departmental Support will be paid in equal monthly installments and prorated for partial periods, based on invoices submitted by the applicable UofL Party. The applicable UofL Party will invoice KYOne for funding under the Departmental

Supplements on or around the first (1st) day of each month. Unless otherwise set forth in the applicable Supplement, the applicable UofL Party will invoice KYOne for Medical Director Services, Professional Services and Other Services by the twenty-fifth (25th) day of the month following the month in which it provided Services under the applicable Supplement. Invoices shall include time reports, schedules or calendars as documentation of Services provided, as applicable. If time reports are required, the UofL Parties will require each Provider to submit a completed Time Report Form as specified in an applicable Supplement or as the Parties may otherwise agree. Invoices submitted later than ninety (90) days after the close of the month will not be processed for payment, unless otherwise agreed to by the Parties. KYOne will pay such compensation within forty-five (45) days of receipt of a proper invoice.

(b) Each UofL Party acknowledges that KYOne will file with the Internal Revenue Service the federal tax reporting Form 1099 reflecting the amounts paid under this Agreement during each calendar year. The applicable UofL Party will be responsible for any income tax owing on such amounts.

7.2. Patient and Third-Party Billing for Services.

(a) Each UofL Party will be responsible for, and solely entitled to, billing and collection of all charges for professional medical services rendered by its Providers to KYOne patients hereunder. To the extent that any payments for professional medical services rendered by a Provider during the Term are received by KYOne or any of its affiliates the same will be deemed a billing and collection agent for the applicable UofL Party or Provider, and will be absolutely liable for remittance of such payments. KYOne will not, and will not allow any of its affiliates to, submit any separate or additional billings to patients, public or private third-party payors or other responsible parties for any professional medical services rendered by a Provider hereunder, unless expressly directed or permitted to do so by the applicable UofL Party. KYOne will cooperate with all billing procedures established by the applicable UofL Party and provide any documentation required by such UofL Party to perform its billing, including, but not limited to the name of the patient, the date of service, the nature and extent of the services provided, all supporting medical and non-medical information necessary to perform billing, and the correct CPT code, ICD-9 code, as required, or other codes associated with the services provided.

(b) KYOne will have the sole right and responsibility to bill and collect for all charges and fees associated with all Services other than as set forth in Section 7.2(a) hereof, including without limitation, the technical component of any of such Services provided hereunder, and supplies, equipment, materials and ancillary and technical personnel relating to or comprising part of such Services. To the extent that any payments for charges or fees billable by KYOne pursuant to this Section 7.2(b) are received by a UofL Party, or a Provider, such UofL Party or Provider will promptly remit such payments to KYOne.

(c) No UofL Party or any Physician will bill any third party payer, including, without limitation, Medicare or Medicaid, or any patient or beneficiary for the Medical Director Services provided under this Agreement. Each UofL Party acknowledges and agrees that the compensation provided to it under this Agreement and the applicable Medical Director Supplement for Medical Director Services is the sole compensation to be received by such UofL Party for the Medical Director Services provided by the UofL Parties under this Agreement.

7.3. Provider Credentialing. The UofL Parties shall require each Provider rendering Professional Services and, if appropriate, Other Services, to take all actions and complete and execute all documents necessary to become, and maintain status as, a participating provider in all Government Programs and other third-party or managed care plans and programs in which KYOne or any Facility at which the Provider renders Services, participates.

7.4. Recordkeeping and Maintenance. The Providers shall be required to, on a timely basis, prepare, maintain and submit complete and accurate medical and other records and reports with respect to the Services rendered under this Agreement. The foregoing shall include any records and reports required by a Government Program or other third-party payor, or that are otherwise necessary for KYOne (or its designee) to properly bill and collect for the Providers' Services, including, as applicable, determinations of medical necessity, patient's name, patient identification number, and diagnosis and treatment data, including appropriate ICD code(s). For each Service, such records and reports shall be prepared in the format(s), form(s), manner(s) and time(s) reasonably required under the applicable policies and procedures adopted from time to time by KYOne or any Facility at which the Services are performed. The Providers shall also comply with all other reasonable and applicable policies and procedures adopted from time to time by KYOne or any Facility where the particular Services are performed, regarding billing compliance, coding, medical record/chart documentation and charge form/sheet submission. The foregoing shall include taking all steps customarily taken in the preparation of reports of all examinations, procedures, and other Services performed pursuant to this Agreement. A Provider's failure to comply with this Section 7.4 will be a material breach of the applicable Supplement.

7.5. Ownership of Records. All records required under Section 7.4 or otherwise relating to the Services performed under this Agreement shall be owned and be the property of solely KYOne; provided that the UofL Parties will have the right to inspect, on reasonable notice and at mutually agreeable times, such subject to the confidentiality obligations of this Agreement and any other confidentiality obligations required by law. Section 7.4 and this Section 7.5 will survive the expiration or termination of this Agreement.

7.6. Fair Market Value. The Compensation described in this Agreement is consistent with the fair market value for the Services, and was arrived at through arm's-length negotiations between the Parties. Payments are not intended to relate to and do not, in fact, take into account the volume or value of any referrals or business otherwise generated for or with respect to KYOne, or between the Parties, for which payment may be made in whole or in part under any Government Program or private payment program. In order to promote ongoing compliance with Laws governing KYOne as a tax-exempt entity and provider of health care services, during the Term, KYOne may, at KYOne's sole option and expense, obtain an independent outside valuation/appraisal of the value of the Services provided hereunder in order to confirm compliance with these provisions and shall permit the UofL Parties to participate in its discussions with the independent valuation/appraisal consultant. If in the opinion of such independent valuation/appraisal consultant the Compensation paid hereunder exceeds fair market value for the associated Services, the Parties shall promptly amend the Compensation terms of the applicable Supplement to cause such Compensation to conform with fair market value.

7.7. Certifications. Each UofL Party certifies to KYOne the following:

(a) it does not require or encourage any of its Physicians to refer patients to KYOne or any of its corporate affiliates; it does not track referrals made by its Physicians to KYOne or any of its corporate affiliates; any compensation paid to its Physicians (including, without limitation, base salaries paid for academic services and bonuses) will not be related to the volume or value of referrals by such Physicians to KYOne or any of its corporate affiliates; and any such compensation paid by such UofL Party to its Physicians will be consistent with fair market value in arm's-length transactions; and

(b) If one of its Physicians has the potential to refer to KYOne or any of its corporate affiliates, such Physician is a bona fide employee of UofL and/or ULP or is a bona fide employee of another medical group practice officially sanctioned and recognized by the faculty practice plan of the UofL School of Medicine (each an "**Affiliated Group**"), is licensed to practice in Kentucky, has a bona fide School of Medicine faculty appointment (unless engaged through ULP or an Affiliated Group), and provides either substantial academic, research and/or clinical teaching services for which such Physician receives compensation from the School of Medicine, ULP or an Affiliated Group, and that the total compensation paid by School of Medicine, ULP or an Affiliated Group to such Physician who has the potential to refer to KYOne or any of its corporate affiliates is set in advance, in the aggregate does not exceed fair market value for the services provided, and is not determined in a manner that takes into account the volume or value of referrals or other business generated by that physician for KYOne or any of its corporate affiliates.

SECTION 8 TERM AND TERMINATION

8.1. Term. Unless earlier terminated as set forth in this Agreement, the term of this Agreement will commence on the Effective Date and continue for a period of one (1) year ("Term"). In the event of the termination of this Agreement, each Supplement will terminate.

8.2. Immediate Termination by KYOne. Notwithstanding anything in this Agreement to the contrary, and in addition to other termination provisions contained in this Agreement, KYOne may terminate this Agreement or any Supplement immediately and without penalty upon the occurrence of any of the following events:

(a) Failure of the School of Medicine to maintain good standing as a school of medicine in the Commonwealth of Kentucky;

(b) Appointment of a receiver for a UofL Party's assets, an assignment by a UofL Party for the benefit of its creditors, or any relief taken or suffered by a UofL Party under any bankruptcy or insolvency act; or

(c) Upon the occurrence of any of the following events (provided that in each case the right to termination shall be only with respect to the affected Medical Director Supplement, Professional Services Supplement or Other Services Supplement; and provided further, in the case of events involving a Provider, such right to termination shall be subject to the applicable UofL Party's right to immediately remove and replace such Provider as otherwise provided in this Agreement):

- (i) Imposition of any sanctions against a UofL Party or a Provider related to Services provided at Jewish Hospital or Frazier, including exclusion, suspension, or other limitation, relating to such UofL Party's participation in any Government Program;
- (ii) Failure of a UofL Party or a Provider to comply with Section 1.1 or 1.2 of Attachment C;
- (iii) A UofL Party or Provider's indictment of a crime which relates to the Services, indictment for embezzlement, any felony, or a misdemeanor involving an act considered a violation of the standards of moral conduct;
- (iv) A UofL Party or a Provider is the subject of an allegation of health care fraud, abuse or similar activities that are criminally or civilly proscribed and which KYOne deems to be credible in its sole discretion after an internal investigation;
- (v) A UofL Party or a Provider enters into a consent decree or other judicial order or administrative settlement with respect to fraud, abuse or similar activities that are criminally or civilly proscribed related to Services and activities provided at Jewish Hospital and Frazier; or
- (vi) The loss or reduction of a Provider's privileges at KYOne.

8.3. Immediate Termination by a UofL Party. Notwithstanding anything in this Agreement to the contrary, and in addition to other immediate termination provisions contained in this Agreement, a UofL Party may terminate this Agreement or any Supplement immediately and without penalty upon the occurrence of any of the following events:

- (a) Failure of KYOne to maintain good standing as a nonprofit corporation in the Commonwealth of Kentucky;
- (b) Appointment of a receiver for KYOne's assets, an assignment by KYOne for the benefit of its creditors, or any relief taken or suffered by KYOne under any bankruptcy or insolvency act.
- (c) Imposition of any sanctions against KyOne, including exclusion, suspension, or other limitation, relating to Jewish Hospital's or Frazier's participation in any Government Program; or
- (d) KYOne enters into a consent decree or other judicial order or administrative settlement with respect to fraud, abuse or similar activities that are criminally or civilly proscribed related to Jewish Hospital and Frazier.

8.4. Material Breach. Notwithstanding anything contained in this Agreement to the contrary, and in addition to other termination provisions contained in this Agreement, any Party will have the right to terminate this Agreement or any Supplement, for cause, upon fifteen (15) days' written notice to the other Party. Any such notice will specify the cause upon which it is based. The violating Party will have fifteen (15) days to rectify the cause specified in the notice

of termination, and if such cause is not rectified within such fifteen (15) day period, this Agreement or such Supplement, as applicable, will thereupon automatically terminate; provided, however, that if such cause cannot reasonably be rectified within such fifteen (15) day period, this Agreement or such Supplement will not automatically terminate so long as the violating Party has commenced to rectify the cause within such fifteen (15) day period and thereafter diligently and continuously proceeds to rectify such cause as determined in the sole discretion of the non-breaching Party; provided, further, any such extension of the cure period will not exceed sixty (60) days. It is understood and agreed by the Parties that “cause” for termination subject to notice and cure under this Section consists of the material breach by any Party of any of its obligations under this Agreement or any Supplement, as applicable. The procedure contained in this paragraph will not be construed to limit a Party’s ability to terminate as provided in Sections 8.2 and 8.3, respectively.

8.5. Effect of Termination.

(a) In the event of termination of this Agreement or a Supplement, the Parties will cooperate in the orderly transfer of Services to a successor person or organization.

(b) In the event of the termination of this Agreement or a Supplement for any reason, the Parties will assist one another, as applicable, in the defense of known or yet to be asserted claims by third parties related to Services provided hereunder or otherwise related to this Agreement. KYOne agrees to reimburse the applicable UofL Party for reasonable travel and other actual out-of-pocket expenses incurred by such UofL Party or its Providers in relation to any such defense of claims, not to include hourly fees.

(c) Termination of a Supplement will be effective only as to the Supplement specified in the written notice of termination; any Supplements not so specified, and the rest of this Agreement generally, will continue in force and effect.

(d) Upon termination of this Agreement, the rights and obligations of the Parties hereunder will terminate except as otherwise set forth herein; provided, however, that termination will not relieve any Party of obligations imposed with respect to obligations arising prior to such termination or of those obligations which by their terms or nature are intended to survive termination.

SECTION 9 INSURANCE AND INDEMNITY

9.1. Insurance Requirements.

(a) Each UofL Party will ensure that its Providers, at such UofL Party’s or the Provider’ sole cost and expense, procures, keeps and maintains throughout the Term, insurance coverage in the minimum amounts of: (i) One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for professional liability (which limits must apply separately to such UofL Party and each of its Providers); and (ii) applicable state statutory limits for workers’ compensation. Additionally, each UofL Party will, at its sole cost and expense, procure, keep and maintain throughout the Term, insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general liability. In addition to the coverages

specifically listed herein, each UofL Party will maintain, at its own expense, as applicable, any other usual and customary policies of insurance applicable to the work and services being performed pursuant to this Agreement. Said policy(ies) will cover all of such UofL Party's Services provided hereunder, including those of its Provider. By requiring insurance herein, KYOne does not represent that coverage and limits will necessarily be adequate to protect each UofL Party or each Provider, and such coverage and limits will not be deemed as a limitation on each UofL Party's or Provider's liability under the indemnities granted to KYOne in this Agreement. Said policies will be primary with respect to any insurance maintained under this Section. Failure to maintain the required insurance, as set forth in this Agreement, may result in immediate termination of the applicable Professional Services Supplement by KYOne.

(b) In the event a UofL Party or any Provider procures a "claims-made" policy to meet the insurance requirements herein, such UofL Party or such Provider will purchase, at its own expense, "tail" coverage upon the termination of any such policy or upon termination of this agreement. Said "tail" coverage will provide for an indefinite reporting period. Each UofL Party will furnish to KYOne, upon request, a certificate of insurance evidencing all of the herein specified policies of insurance with limits meeting the requirements of this Agreement..

(c) KYOne 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 than 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 UofL. KYOne shall promptly pay all premiums for insurance policies required under this Section 9. KYOne shall provide evidence of current satisfaction of this condition to UofL upon request.

9.2. Indemnification.

(a) To the extent permitted by law, each UofL Party severally (with respect to any Supplements to which it, but not another UofL Party, is subject only) but not jointly, agrees to indemnify and hold harmless KYOne from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of such UofL Party.

(b) KYOne agrees to indemnify and hold harmless each UofL Party each Provider from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys' fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of KYOne.

This Section 9 will survive the expiration or termination of this Agreement.

SECTION 10 COMPLIANCE WITH MEDICARE REQUIREMENTS

Until the expiration of four (4) years after the furnishing of any Services pursuant to this Agreement, each UofL Party will make available upon request to the Secretary of the

Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and such books, documents, and records of such UofL Party as are reasonably necessary to certify the nature and the reasonable costs of the Services rendered pursuant to this Agreement. If a UofL Party carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary of the Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract.

SECTION 11 RELATIONSHIP OF THE PARTIES

11.1. Independent Contractor. In the performance of each UofL Party's obligations under this Agreement, it is mutually understood and agreed that each UofL Party and its respective Providers are at all times acting and performing as independent contractors with respect to KYOne or Facility. Each UofL Party and its Providers will exercise at all times their independent judgment and will not be subject to direction, control, or supervision by KYOne or Facility in the performance of the Services which are the subject of this Agreement, except as specifically set forth in this Agreement. No UofL Party will have a claim under this Agreement or otherwise against KYOne or Facility for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.

11.2. No Withholding. Neither KYOne nor Facility will withhold, or in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments on behalf of any UofL Party or its employees, agents, or subcontractors, and all such withholdings or obligations will be the sole responsibility of such UofL Party. In the event that the Internal Revenue Service ("IRS") or other governmental agency should question or challenge the independent contractor status of any UofL Party or its Providers, KYOne will have the right to participate in any discussion or negotiation occurring with the IRS or other such governmental agency, irrespective of by whom such discussions or negotiations were initiated.

SECTION 12 MISCELLANEOUS

12.1. CHI Additional provisions. Notwithstanding anything in this Agreement to the contrary, the Parties will comply with the terms and conditions set forth on Attachment C.

12.2. Proprietary and Confidential Information. During the Term of this Agreement each Party may have access to the other Party's Proprietary and Confidential Information. Each recognizes and acknowledges that all of the other Party's Proprietary and Confidential Information will remain confidential and will remain the sole property of such other Party. For purposes of this Agreement, the terms "Proprietary and Confidential Information" will include,

without limitation, trademarks, service marks, patient lists, patient records, computer programs, business strategies for developing new patient and new physician relationships, including physician recruitment cost data, utilization review techniques, medical management, quality assurance protocols, patents, trade secrets, know-how and other proprietary processes, and such proprietary information included in manuals or memoranda, as they may now exist or may be developed during the term. No Party will, during or after the Term, in whole or in part, disclose the other Party's Proprietary and Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor will a Party make use of any such property of the other Party for its own purposes or for the benefit of any person, firm, corporation or other entity (except the other Party) under any circumstances during or after the Term of this Agreement. The UofL Parties shall also cause their Providers to comply with this Section 12.2.

12.3. Cumulative Remedies. Except as expressly provided herein, the various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, will be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

12.4. Notices. All notices or other communications required or permitted to be given under this Agreement will be in writing and will be deemed to have been delivered to a Party upon personal delivery to that Party or: (i) on the second (2nd) business day following delivery by facsimile transmission to the telephone number provided by the Party for such purposes, if simultaneously mailed as provided herein; (ii) on the second (2nd) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (iii) on the fourth (4th) business day following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the Party's address set forth below, or to any other address that the Party provides by notice, in accordance with this Section 12.4, to the other Parties:

If to KYOne:

KentuckyOne, Inc.
201 Abraham Flexner Way
Louisville, KY 40202
Attn: Chief Operating Officer

with a copy to:

KentuckyOne, Inc.
201 Abraham Flexner Way
Louisville, KY 40202
Attn: Legal Services

If to UofL:

University of Louisville
Abell Administrative Offices
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Executive VP for Health Affairs

With a copy to:

University of Louisville
Abell Administrative Offices
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Contract Department

And

If to ULP:

University of Louisville Physicians, Inc.
300 East Market Street, Suite 400
Louisville, Kentucky 40202
Attn: Chief Executive Officer

12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together will constitute one and the same instrument.

12.6. Entire Agreement. This Agreement, including the Exhibits hereto, contains the sole and entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior agreements between the Parties. The Parties acknowledge and agree that none of them has made any representations with respect to the subject matter of this Agreement, or any representation inducing the execution and delivery hereof, except such representations as are specifically set forth herein, and each of the Parties hereto acknowledges that it has relied on its own judgment in entering into the same.

12.7. Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability hereof will not affect the remainder of this Agreement, which will remain in full force and effect and enforceable in accordance with its terms. Furthermore, it is the Parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

12.8. Authority to Execute. Each Party has been represented by counsel in the negotiation and execution of this Agreement. This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the Parties hereto. The Parties acknowledge they have read and understood this Agreement and its legal effect. Each Party acknowledges it has had a reasonable opportunity to obtain independent legal counsel for advice and representation in connection with this Agreement. Each Party further acknowledges that it is not relying on and it is not, for the purposes of the negotiation, execution and delivery of this Agreement, a client of the legal counsel employed by any other Parties to this Agreement. Each of the undersigned represents and warrants that he/she has the authority to execute this Agreement on behalf of the respective Party and that such action has been properly authorized.

12.9. Amendments. No modification or amendment of any provision of this Agreement or consent to any departure from the provisions hereof will be effective unless the same will be in writing and signed by all Parties.

12.10. 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. For purposes of this Section 12.10, the meaning of “third party” shall not include an Affiliate of a Party.

12.11. Construction. In the event of a conflict between this Agreement and the AAA, the terms of the AAA shall prevail. All capitalized terms that are not otherwise defined in this Agreement shall have the meanings ascribed in the AAA.

12.12. Binding on Successors and Assigns. Subject to Section 12.10, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

12.13. Waiver. Any waiver of any term or condition of this Agreement must be in writing and signed by the Parties. No delay or failure by any Party to exercise any right or remedy it may have under this Agreement will operate as a continuing waiver of such right or remedy, or prejudice such Party’s right to insist upon full compliance by the other Party of the terms of this Agreement.

12.14. Captions. The captions contained in this Agreement are not a part of this Agreement, are only for the convenience of the Parties and do not in any way modify or amplify any of the terms, covenants or conditions of this Agreement.

12.15. Expenses. Unless otherwise expressly provided in this Agreement, each Party to this Agreement will bear sole responsibility for all expenses incurred by such Party in connection with this Agreement, including legal fees, whether or not the transactions contemplated by this Agreement are consummated.

12.16. No Third-Party Rights. This Agreement has been made and is made solely for the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement.

12.17. Duty of Good Faith. The Parties hereto agree to perform their respective covenants and obligations under this Agreement fairly and in good faith, and also to act fairly and in good faith in the enforcement of their respective rights hereunder.

12.18. Additional Actions and Supplements. The Compensation and other terms set forth in the Supplements have been developed pursuant to the principles established by the Parties through the course of negotiations. The Parties acknowledge that identification and incorporation of such terms is a process of complexity, and that errors or omissions may have resulted in that process; accordingly, the Parties agree in good faith and with mutual cooperation to correct any material errors or omissions in the Supplements, as appropriate, within ten(10) days of the Signing Date.

12.19. Complaints. The Parties agree to cooperate with each other in the resolution of any complaints arising from or out of the Services provided hereunder.

12.20. Survival. Except as otherwise expressly provided in the Agreement, all covenants, agreements, representations and warranties, expressed and implied, will survive the termination of the Agreement, and will remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder and the statute of limitations will not commence to run until the time such obligations have been fulfilled.

12.21. Prior Agreements Terminated. The Parties and/or their affiliated entities are parties to the agreements identified on Attachment E (the “**Prior Agreements**”). The Prior Agreements are hereby terminated as of, and concurrent with, the Effective Date of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

KENTUCKYONE HEALTH, INC.

UNIVERSITY OF LOUISVILLE

By: _____
Ruth Brinkley
President & Chief Executive Officer

Gregory C. Postal, M.D.
Interim Executive Vice President for Health Affairs

Recommended by:

By: _____
Toni M. Ganzel, M.D., M.B.A.
Dean

**UNIVERSITY OF LOUISVILLE
PHYSICIANS, INC.**

By: _____
Gerald Rabalais, M.D.
CEO

ACKNOWLEDGED AND APPROVED:

**JEWISH HOSPITAL & ST. MARY'S
HEALTHCARE, INC. d/b/a JEWISH
HOSPITAL**

By: _____
Joseph J. Gilene, FACHE
President

ATTACHMENT A

KYONE MONTHLY TIME REPORT

Physician Name: _____ Month Ending: _____

Department/Unit/Program: _____ Contract Number: _____

ACTIVITY (MEDICAL DIRECTOR SERVICES)	TOTAL HOURS WORKED	DATES WORKED
Quality Assurance/ Utilization Review/Risk Management activities		
Marketing and Public Relations		
Clinical Care Protocols		
Clinical Effectiveness Activities		
Program Performance Standards and Reviews/Compliance Issues		
Staff Clinical Supervision, Training and Education		
Operations, Policies, Procedures and Budget Issues		
New Services Development		
Service on Committees		
Supervision of technical, educational and professional personnel		
Service Line Tasks (specific to your duties) - List Below		
Monthly Total		

I certify that the time submitted reflects a true and accurate record of my time, as spent at _____ Hospital during the period indicated.

Basis of above allocation (check all applicable):

_____ Estimated time _____ Actual time _____ Employee compilation and submission

If so, name of employee _____

Physician's signature: _____ Date: _____

Hospital responsible party signature: _____ Date: _____

ATTACHMENT B
Stark Law Relationships Disclosure¹

To address federal regulatory compliance, KYOne maintains a master list of all financial relationships² with physicians and their immediate family members.³ This disclosure is submitted by the applicable UofL Party to assist KYOne in maintaining that list.

1. List the name and National Provider Identifier (NPI) of each physician in the practice.⁴

Name of Physician	NPI
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

2. Does any physician listed in Section 1 have other financial relationships with _____ that are known to you after due inquiry? If "Yes", name the physician and briefly describe the other financial relationship.⁵

¹ Attach additional sheets if necessary to complete any section.

² List any ownership or compensation arrangement with KYOne, including (without limitation) leases, personal services arrangements and employment. Ownership of KYOne publicly traded bonds does not require disclosure.

³ Immediate family member or member of a physician's immediate family means husband or wife; birth or adoptive parent, child or sibling; stepparent; stepchild, stepbrother or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

⁴ If the contracting party is an individual physician, it is sufficient to name only that individual in question 1.

⁵ When describing the other financial relationship here and in question 3, it is sufficient to describe it generally, such as "Medical Director for [name of service]."

Stark Law Disclosure (continued)

3. Does any of physician listed in Section 1 have an immediate family member who has a financial relationship with KYOne that is known to you after due inquiry? If "Yes", name the physician and the physician's immediate family member, describe the familial relationship and briefly describe the family member's financial relationship with KYOne.

SCHOOL OF MEDICINE:

By: _____

Its: _____

Date: _____

ULP:

_____,
By: _____

Its: _____

Date: _____

ATTACHMENT C

ADDITIONAL PROVISIONS

The following sections are incorporated by reference into the Agreement and are made fully a part thereof. Any ambiguity or conflict shall be resolved in favor of these Additional Provisions.

1.1 **Compliance with CHI Standards of Conduct.** Each UofL Party recognizes that it is essential to the core values of KYOne that all persons and entities employed by or otherwise contracting with KYOne at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the *Catholic Health Initiatives ("CHI") Standards of Conduct*, as amended from time to time. As of the Effective Date of the Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide* ("Reference Guide"), which is available at the following website:

<http://www.catholichealthinitiatives.org/corporate-responsibility>

Each UofL Party acknowledges that it has electronically accessed, obtained or otherwise received a copy of the Reference Guide and has read and understands the same, and hereby agrees that, so long as the Agreement remains in effect, each UofL Party shall act in a manner consistent with, and shall at all times abide by, such *Standards of Conduct*, to the extent the same are applicable to it in the performance of the Agreement.

1.2 **Ethical and Religious Directives.** Each UofL Party agrees that its performance under the Agreement shall be in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (the "Directives"). As of the date of the Agreement, the *Directives* are available at the following website:

<http://www.usccb.org/>

In the event that KYOne determines in good faith that either UofL Party has failed to comply with its obligations pursuant to Section 1.2 of this Exhibit, the UofL Parties shall be considered to be in material breach of the Agreement.

1.3 **Excluded Provider and Indemnification.** Each UofL Party represents and warrants that it is not now and at no time has it been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as "governmental health care program"). Each UofL Party further warrants that it will not engage in behavior during the Term of this Agreement that leads to its exclusion from any governmental health care program. Each UofL Party agrees to immediately notify KYOne of any threatened, proposed, or actual exclusion of it from participation in any governmental health care program during the Term of the Agreement. Notwithstanding anything to the contrary contained herein, in the event that either UofL Party is excluded from participating in any governmental health care program during the Term of the Agreement or, if at any time after the Effective Date of the Agreement, it is determined that either UofL Party is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Each UofL Party agrees to indemnify and hold KYOne harmless against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees,

arising directly or indirectly out of any violation of this Section by it or due to its exclusion from a governmental health care program.

1.4 **Prohibition on Child Labor and Human Trafficking.** Each party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Protection Act of 2000, Executive Order – *Strengthening Protections Against Trafficking in Persons in Federal Contracts*, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization's ("ILO") Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization ("ISO") certification, the parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, *Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime*, 15 November 2000, available at <http://www.unhcr.org/refworld/docid/47207060.html>). Each UofL Party acknowledges CHI's efforts on human trafficking found at <http://www.catholichealthinit.org/human-trafficking-how-you-can-help> and represents and warrants to CHI that he or she undertakes periodic inspections of its practices and staff regarding services hereunder to ensure compliance with the foregoing. Each UofL Party agrees upon request to provide CHI with evidence and/or recordkeeping of its compliance with this provision.

1.5 **Equal Employment Opportunity.** KYOne is an Equal Employment Opportunity and Affirmative Action employer. As such, 41 CFR 60-1.4(a), 41 CFR 60-300.5, 41 CFR 60-741.5 as well as 29 CFR Part 471, Appendix A to Subpart A are herein incorporated by reference. By acceptance of this contract, each UofL Party represents and warrants that unless exempted under the terms of these applicable laws, it will comply with the forgoing statutes, rules and regulations and all amendments thereto. To the extent applicable, KYOne and each UofL Party shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Attachment D

Quality, Patient Safety and Patient Satisfaction Goals

Provider Consult: completed within 24 hours.

Average Length of Stay Observed to expected (O/E) = 1

30 day Readmission Rate O/E Ratio reduction by 30%

Patient Satisfaction: Improvement in patient satisfaction composite on 3 HCAHPS physician domain questions to 61st percentile

Infection Reduction: decrease CAUTIs by 30%

Infection Reduction: CLABSI Central Line Associated blood Stream Infections by 30%

Reduction in C. Difficile infections as defined by 30%

Reduction in accidental punctures or laceration by 30%

ATTACHMENT E

New Supplements from Stand Alone Contracts

- 26001 – (6M) Departmental and Programmatic Support Agreement effective January 1, 2013 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville School of Medicine, Department of Medicine, Division of Cardiology - Academic support for cardiology fellowship program director – Dr. Glenn Hirsch (Exhibit A-1)**
- 25008 (21M) – Professional Services Agreement effective October 1, 2015 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville School of Medicine Department of Medicine, Division of Cardiology – Healthy Lifestyles fellow payment (Exhibit A-9)**
- 21031 & 21057 (3N) – Call Coverage Services Agreement effective October 25, 2010 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville School of Medicine Department of Neurology professional services at hospital (Exhibit B-1) & (Exhibit B-2)**
- 21061 (Shelbyville Telemed) Telemedicine Services Agreement effective February 27, 2017 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville School of Medicine Department of Neurology professional services at hospital through telemedicine (Exhibit B-5)**
- 21062 (SMEH Telemed) Telemedicine Services Agreement effective March 1, 2017 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville School of Medicine Department of Neurology professional services at hospital through telemedicine (Exhibit B-4)**
- 28002 (8NS) Research Director/Principal Investigator Services Agreement effective August 1, 2015 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville School of Medicine Department of Neurosurgery/PM&R Dr. Harkema research support – (Exhibit B-18)**
- 21052 (12S) Purchased Services Agreement effective January 1, 2016 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville School of Medicine Department of Surgery Islet Auto Transplantation professional services – (Exhibit C-6)**
- 21001 & 23007 (3M) Agreement for Intensivists Services effective January 1, 2013 between KentuckyOne Health, Inc. and University of Louisville Physicians, Inc., Division of Pulmonary, Critical Care and Sleep Disorders Medicine professional services intensivists – (Exhibit D-5) & (Exhibit C-6)**
- 21049 (KMG2) Professional Services Agreement effective July 1, 2015 between KentuckyOne Health Medical Group, Inc. and University of Louisville School of Medicine Department of Medical Oncology professional medical oncology services at Jewish Northeast against collections (Exhibit D-10)**
- 91001/98001 Employee Lease Agreement effective July 1, 2015 between KentuckyOne Health, Inc. and University of Louisville School of Medicine Department of Radiation Oncology employee lease for 1 FTE physicist at Flaget Hospital (Exhibit D-11)**
- 21060 (OLOP) Professional Services Agreement effective July 1, 2016 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville School of Medicine Department of Pediatrics pediatric EKG interpretations at Our Lady of Peace Hospital (Exhibit F-1)**
- 28009 (4E) Joint Sponsoring Continuing Medical Education Agreement effective January 1, 2009 between Jewish Hospital & St. Mary's Healthcare, Inc. and University of Louisville provide CME accreditation services to Hospital (Exhibit F-6)**
- 21021/28010 (HCV) Employee lease Agreement effective June 1, 2015 between KentuckyOne Health, Inc. and University of Louisville Nurse Practitioner (NP) services provided at clinics (Exhibit F-7)**

EXHIBIT A
HEART AND VASCULAR SERVICE LINE

Department of Medicine

Contact Information: University of Louisville
School of Medicine
Department of Medicine
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Jesse Roman, M.D., Chair

Medical Director Services: 23001

Professional Services: 21002, 21003, 21005, 21006, 21008, 25006, 25008, 26001,
28001

Department of Cardiothoracic Surgery

Contact Information: University of Louisville
School of Medicine
Department of Cardiothoracic Surgery
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Mark Slaughter, M.D., Chair

Departmental Support: 26007

Medical Director Services: 23009, 23014

Professional Services: 21015, 21016, 21017, 21018, 21019, 21020, 21040, 21042,
23010, 23013, 23015, 26012

21002- PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine / Division of Cardiology
- 2. Purpose.** Interventional Cardiology
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide rotational on-call coverage of the Hospital’s emergency Program, including after hours call,
 - b. Provide on-site care of Hospital’s inpatients and outpatients in the Program
 - c. Provide telephone consultations as reasonably requested by other members of Hospital’s medical staff, Hospital’s nursing personnel and residents training at Hospital,
 - d. Provide clinical, teaching and supervision of the School of Medicine’s residents
- 5. Compensation.** Physicians (Michael P. Flaherty MD, PhD) shall provide an average minimum of 35 hours per week, for 48 weeks per year. Compensation will equal \$100,000 for the term.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

21003- PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine / Division of Cardiology
- 2. Purpose.** Interventional Cardiology
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide rotational on-call coverage of the Hospital’s emergency Program, including after hours call,
 - b. Provide on-site care of Hospital’s inpatients and outpatients in the Service,
 - c. Provide telephone consultations as reasonably requested by other members of Hospital’s medical staff, Hospital’s nursing personnel and residents training at Hospital,
 - d. Provide clinical, teaching and supervision of the School’s residents.
- 5. Compensation.** Physician (Brad S. Sutton, M.D., MBA) shall devote a minimum average of 35 hours per week, for 48 weeks per year. Compensation will equal \$175,000 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A calendar form is required with each monthly invoice.

21005 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine / Division of Cardiology
- 2. Purpose.** Congestive Heart Failure
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide rotational on-call coverage of the Hospital’s emergency Program, including after hours call,
 - b. Provide on-site care of Hospital’s inpatients and outpatients in the Service,
 - c. Provide telephone consultations as reasonably requested by other members of Hospital’s medical staff, Hospital’s nursing personnel and residents training at Hospital,
 - d. Provide clinical, teaching and supervision of the School’s residents.
- 5. Compensation.** Physician (Emma J. Birks, M.D., Ph.D.) shall devote a minimum average of 35 hours per week, 48 weeks per year. Compensation will equal \$175,000 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

21006-PROFESSIONAL SERVICES

1. **Department/Division.** Department of Medicine / Division of Cardiology
2. **Purpose.** Cardiology.
3. **Facility.** Jewish Hospital (the “*Hospital*”).
4. **Services.**
 - a. Provide rotational inpatient on-call coverage of the Hospital’s emergency Program, including after-hours call,
 - b. Provide on-site care of Hospital’s inpatients and outpatients in the Program,
 - c. Provide telephone consultations as reasonably requested by other members of Hospital’s medical staff, Hospital’s nursing personnel and residents training at Hospital,
 - d. Provide clinical, teaching and supervision of the School’s residents.
5. **Compensation.** Provider (Andrew P. DeFilippis, M.D.) shall devote a minimum average of 35 hours per week to coverage of Service. Compensation will equal \$175,000 for the Term.
6. **Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice

21008- PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine / Division of Cardiology
- 2. Purpose.** Cardiology
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.**
 - a. Provide rotational on-call coverage of the Hospital’s emergency Program, including after hours call,
 - b. Provide on-site care of Hospital’s inpatients and outpatients in the Service,
 - c. Provide telephone consultations as reasonably requested by other members of Hospital’s medical staff, Hospital’s nursing personnel and residents training at Hospital,
 - d. Provide clinical, teaching and supervision of the School’s residents.
- 5. Compensation.** Physician (Andrew J. Lenneman, M.D.) shall devote a minimum average of 35 hours per week, 48 weeks per year. Compensation will equal \$150,000 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

21015- PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** Executive Administrative Director
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide administrative oversight and operational support of the facility’s clinical programs and assists in the development of departmental policies, procedures and budgets.
 - b. Supports the Executive, Heart Transplant & Lung Transplant Medical Directors for the overall operation of the Service Line, including assisting in activities that relate to the future growth of the Service Line, such as strategic planning and marketing.
 - c. Provide insight and direction to the personnel who have direct responsibility for specific functional areas of the organization relating to the Service Line.
 - d. Serve as a liaison, along with the Chief Quality Officer, between Hospital and the Group Physicians, stag and referring physicians.
 - e. Report to the Executive Medical Director.
- 5. Compensation.** Provider (Lisa Motley) shall provide an average of 13 hours per week with a minimum of 8 hours per week, 50 weeks per year. Compensation shall be at the hourly rate of \$104.17 and will equal \$75,000 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

21016-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** First Assist and Coordinators
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.**
 - a. Provide seven (7) FTE First Assistants who will provide the following services:
 - i. dissect tissue to open the chest
 - ii. harvest native vessel(s) used for bypass or other conduit
 - iii. dissect and retract tissue
 - iv. dissect vessel branches
 - v. suture and close subcutaneous tissue
 - vi. suction primary and peripheral surgical sites
 - vii. placement/removal of intra-aortic balloon pump
 - viii. placement of chest tubes
 - ix. placement of central lines
 - x. assist with thoracentesis
 - xi. assist with placement of sutures, needle drivers, etc. during the operation involving multiple, simultaneous suture lines
 - xii. assist with placement of catheters for temporary cardiopulmonary bypass
(xiii) assist with temporary positioning of the heart, lungs, etc. to create surgery working space
 - xiii. other surgical assistance as required by the surgeon(s)
 - xiv. provide 24/7 surgical call coverage for all adult cardiothoracic surgical services, including but not limited to heart transplantation
 - xv. assist with the positioning of each cardiovascular surgery patient
 - xvi. assist with the placement of Bovie Pads
 - xvii. assist with foley catheter insertion (as applicable and according to privileges)
 - xviii. clean around incision/wound sites after closure is complete
 - xix. apply dressings and ace wraps as indicated
 - xx. assist in transferring patient to the patient bed
 - xxi. assist anesthesia personnel in transporting patients to the recovery room. ensure that oxygen tanks, monitors, pacemakers and EKG modules are returned to the operating room following patient transfer
 - xxii. return to assigned operating room as the anesthesia induction is completed in order to assist in preparing the patient for surgery.
 - b. First Assistants should be available at the Hospital for all cardiovascular surgery procedures performed and should arrive in operating room prior to the scheduled start time of cardiovascular surgery cases. The Hospital, based on the applicable UofL Party’s recommendations hereunder may establish protocols consistent with industry standards indicating when First Assistant Services are essential for

optimal patient safety and outcomes.

- c. Provide 4.3 FTE Clinical Coordinators to perform the services - there will be two VAD/Transplant Coordinators to provide these listed services
 - i. reports to the Executive Medical Director and Director of Heart Transplantation;
 - ii. collaborates with physicians to perform a variety of clinical services and patient care activities;
 - iii. collaborates with external medical device companies;
 - iv. participates in all aspects of care for the VAD/Transplant patient population, including inpatient, outpatient, education, and in-call services
 - v. coordinates the clinical evaluation of potential VAD candidates
 - vi. collaborates with clinical research study coordinators to ensure that all protocol requirements are met, including screening and recruitment of eligible patients
 - vii. completes detailed patient care assessment and assists in developing patient treatment plans for physician's review and approval
 - viii. participates in the clinical management of pre-and-post-implant patients with ventricular assist devices awaiting heart transplant or therapy in collaboration with the physicians
 - ix. coordinates discharge plans and verifies patient knowledge base prior to discharge
 - x. provides follow-up consultation for discharged patients and sees patients at clinic visits
 - xi. completes post-operative orders and gives report to the Open Heart Recovery ("OHR") and/or Cardiac Intensive Care nurses
 - xii. confers with surgeon on clinical concerns
 - xiii. notes necessary orders in patient medical record
 - xiv. conducts in-room patient rounds and updates surgeon on patient status
 - xv. arranges for specialist consults (pulmonary, infectious disease, etc)
 - xvi. educates nursing staff and patient/caregiver on patient care, maintaining VAD equipment, and safety measures
 - xvii. provides education and support to community health care professionals who encounter VAD patients
 - xviii. serves as a clinical expert and leadership consultant to nursing, members of the health system and to the larger community
 - xix. ensures compliance with state, federal, and organizational guidelines and other regulatory agencies
 - xx. utilizes clinical knowledge and experience to coordinate comprehensive care/responsibilities for patients and their families throughout the VAD process
 - xxi. provides call coverage that is not billed to patients, including week night coverage not to exceed 2 of every 10 week nights and at least one weekend per month (or 1 of every 4 weekends); there will be two Cardiac Clinical Coordinators to provide these listed services (i) reports to the Executive Medical Director and Director of Heart Transplantation (ii)

assists with length of stay initiatives and quality improvement initiatives (iii) monitors patients for discharge to appropriate Hospital (iv) confers with surgeon on clinical concerns (v) notes necessary orders in patient medical record (vi) conducts in-room patient rounds and updates surgeon on patient status (vii) pulls surgical wires/removes sutures (viii) arranges for specialist consults (pulmonary, infectious disease, etc) (ix) completes discharge planning, including patient restrictions, reviewing wound care, etc. (x) dictates discharge summaries, history and physicals and any other documentation requested by the surgeon (xi) triage patients in the office as needed (xii) dictates prompt patient follow-up with physician (xiii) participates in patient education and follow-up (xiv) prepares case report forms (xv) documents accurate protocol and drug accountability (xvi) provides call coverage that is not billed to patients, including week night coverage not to exceed 2 of every 10 week nights and at least one weekend per month (or 1 of every 4 weekends).

5. **Compensation.** Providers shall provide an average of 40 hours per week, 52 weeks per year, with a minimum of 35 hours per week Compensation shall be \$101,134.58 per month, not to exceed total of \$1,213,615 for the Term. Compensation for the clinical services is based on provision of (a) 7 FTE First Assistants at the rate of \$9,654.17 per First Assistant per month and the 4.3 FTE Clinical Coordinators at the rate of \$7,803.00 per month. To the extent, 7 FTE First Assistants and 4.3 Clinical Coordinators are not provided during any given month, compensation hereunder shall be reduced on a pro rata basis based on the actual FTE amount of First Assistants and Clinical Coordinators provided.
6. **Billing.** The date of the invoice shall be the date of submission. The Hospital shall require back-up documentation in the form of a list of First Assistants and Clinical Coordinators personnel with their FTE status for each month being invoiced.

21017 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** Perfusionist
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.** The “*Services*” provided pursuant to this Professional Services Supplement, subject to the terms of the Master Agreement, are as follows:
 - a. Set up and operate all necessary equipment and provide a sufficient number of perfusionists to staff and perform Perfusionist Services at the Hospital for all cardiac perfusion and autotransfusion cases for 3 Cardiopulmonary Bypass Operating Rooms as well as 3 Autotransfusion and Autotransfusion Standby procedures simultaneously from 7 am to 5:30 pm Monday through Friday (Standard Service Hours”). For purposes of this paragraph, one Cardiopulmonary Bypass Operating Room is equivalent to (i) a VAAD/ECMO/CPS room, (ii) a room dedicated to PTCA, or (iii) a room dedicated to Open Heart Surgery. Such Perfusionists shall be present at the Hospital to provide Perfusionists Services for cardiac surgical cases in accordance with a schedule provided by the Hospital reasonably in advance of the performance of such Perfusionist Services and on an on-call basis as specified below. Staff levels will be arranged to accommodate level of work required, as deemed appropriate and necessary by the parties.
 - b. Set up and operate all necessary equipment and provide a sufficient number of Perfusionists to staff and perform Perfusionist Services at the Hospital for all non-cardiac perfusion and autotransfusion cases, all as set forth in schedule.
 - c. The Perfusion Services compensation set forth in this Supplement shall include provision of non-cardiac perfusion services and autotransfusion services as described on Schedule A-21 attached to this supplement. To the extent the applicable UofL Party provides in excess of \$200,000.00 of non-cardiac perfusion services during the Term, as such Other Perfusion Services Cap is calculated based on the fee schedule contained in Schedule A-21. The applicable UofL party shall be compensated for non-cardiac perfusion services beyond the Other Perfusion Services Cap based on the fee schedule contained in Schedule A-21.
 - d. Provide on-call personnel for emergent cases. For purposes of this provision, any request for Perfusionist Services greater than four (4) hours prior to the actual performance of these perfusion or autotransfusion services shall be considered non-emergent.
 - e. Provide a sufficient number of Perfusionists so that one (1) Perfusionist and one (1) Autotransfusionist will be available on an “on-call” basis to provide services within 30 minutes of a request by the Hospital. Such on-call services shall be

provided from 5:30 pm to 7 am Monday through Friday and from 5:30 pm Friday through 7 am Monday.

- f. Provide staff within thirty (30) minutes of notification by the Hospital that the access line is in place.
5. **Compensation.** 11.8 FTE perfusionists will provide coverage on an average of 40 hours per week, 52 weeks per year, with a minimum of 35 hours per week. Compensation shall be \$144,169 per month, not to exceed \$1,730,028 for the Term. Compensation is based the provision of 11.8 FTE perfusionists at the rate of \$12,217.71 per perfusionist per month. To the extent 11.8 FTE perfusionists are not provided during any given month, compensation hereunder shall be reduced on a pro rata basis based on the actual FTE amount of Perfusion services provided.
6. **Billing.** The date of the invoice shall be the date of submission. The Hospital shall require backup documentation in the form of a list of perfusionists and their FTE status each month being invoiced.

Schedule A-21

NON-CARDIAC PERFUSION AND AUTOTRANSFUSION SERVICES

Cell Saver Services (excluding liver transplants)

Per case fee for Blood Management Personnel	\$300.00
(Regardless of length of case or time of day)	

Cell Saver Services (liver transplants only)

Per case fee for Perfusion Personnel for blood management only	\$400.00
Left Heart Bypass for Liver Transplant	
Per case fee for Perfusion Personnel	\$800.00
Per case fee for Blood Management Personnel	\$300.00

Other Miscellaneous Services

Hourly stand-by fee in cath lab or rapid infuser (RIS) for non-CT surgery cases	\$100.00
Non-cardiac surgery patient education	\$100.00
Other services as requested or required	\$100.00

Group shall bill services for the above non-cardiac surgery related services monthly based on resource consumption.

21018 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** Perfusion Director
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.** The “*Services*” provided pursuant to this Professional Services Supplement, subject to the terms of the Master Agreement, are as follows:
 - a. Department shall provide a Perfusion Director, Ray Keijner, who shall report to the Executive Medical Director and be responsible for the following duties:
 - i. Develop and maintain care delivery systems and a team to meet patient care needs.
 - ii. Maintain a staffing plan and schedule that meets patient care/unit needs.
 - iii. Recruit, mentor and counsel in conjunction with AOO, Peri-operative Services.
 - iv. Implementation of new techniques, equipment and programs to improve the delivery of patient care.
- 5. Compensation.** Provider shall provide of an average of 7 hours per week, 50 weeks per year, with a minimum of 5 hours per week. Compensation shall be \$214 per hour not to exceed \$75,000 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

21019- PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** ECMO Coordinator.
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.**
The Department shall provide an ECMO Coordinator, Erin Aghamehdi, to Hospital who shall report to the Perfusion Director and shall be perform the following duties;
 - a. Shall be responsible for the direction, coordination, management and planning of the adult extracorporeal life support (ECLS) services team and shall also provide staff and physician ECLS education as appropriate, plus these listed tasks;
 1. program training and continuing education
 2. equipment maintenance
 3. quality assurance
 4. policy and procedure development
 5. data collection
 6. clinical resources for the ECLS team as well as medical staff
 7. determine and maintain team competencies and Identify staff needs
 8. long term patient care and follow-up.
 - b. Works under direction of the Surgical Director, in conjunction with the Director of Perfusion. Collaborates with CVICU and ICU A/B/C Nurse Managers and Respiratory Manager for the educational needs of the staff in caring for BCCLS patients including coordinating core ECLS core curriculum content and courses.
 - c. Initiates, monitors, decannulates and transports ECMO patients as needed.
- 5. Compensation.** Provider shall provide an average of 40 hours per week, 50 weeks per year, with a minimum of 35 hours per week. Compensation shall be \$72.12 per hour and equal \$150,000 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

21020 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** Physician on-call services
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.**
 - a. To ensure the quality and continuity of patient care, On-Call Physicians will provide call coverage for:
 - Holiday call;
 - Weekend call;
 - Hospital/Floor rotation;
 - CVICU rotation;
 - OR rotation;
 - Weeknight call;
 - Catheterization lab rotation; and
 - Emergency Room rotation
 - b. In addition to the On-Call Physicians who are cardiothoracic surgeons, Group will make available a qualified first assistant in the event the emergency requires intervention requiring a trip to the operating room, or for performance of a credentialed bedside procedure for a cardiothoracic surgical patient.
 - c. On-Call services will also include the following:
 - (i) when medically appropriate, accepting all Emergency Department cardiothoracic referrals and
 - (ii) provide stabilizing treatment for patients in the Emergency Department or other areas of the Hospital who require cardiothoracic services. Stabilizing treatment may include admitting the patient to the Hospital with an On-Call Physician as the attending physician when medically indicated.
 - d. On-Call Physicians must respond to calls from Hospital within 30 minutes of the call. On-Call Physicians must respond in person if requested by the Emergency Department physician. One (1) Physician will be designated as the On-Call Physician, and the other physicians will be available as additional back-up On-Call Physicians in the case of multiple, overlapping emergencies.
- 5. Compensation.** Physicians shall be available 24 hours a day / 7 days a week, 365 days a year. Compensation shall equal \$452,600 for the term with equal monthly payments.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

21040 -PROFESSIONAL SERVICES

1. **Department/Division.** Department of Cardiovascular and Thoracic Surgery
2. **Purpose.** Cardiovascular & Thoracic Surgery.
3. **Facility.** Jewish Hospital (the “*Hospital*”).
4. **Services.** Providers in the Specialty will provide cardiovascular surgical services to patients of the Hospital (the “*Services*”). The UofL Parties shall provide, and ensure that sufficient Providers are available, to render all professional medical services as are necessary or appropriate from time to time to provide full professional coverage in the Specialty for Hospital and to meet the needs of its patients, including on-site and on-call services. The Parties shall meet regularly to assess such coverage expectations and requirements, to ensure the professional service needs of the Hospital’s patients are being met.
5. **Hospital Obligations.**
 - a. During the Term, Hospital shall provide clinical and administrative infrastructure consistent with other tertiary academic referral centers to include:
 1. Experienced and sufficient clinical support staff necessary to achieve programmatic quality and efficiency goals;
 2. Ability to perform elective, emergent and urgent cardiac surgical procedures with qualified personnel (including, anesthesiologists, surgical nurses, scrub technicians and other essential operative personnel);
 3. Staffing in the CVICU of qualified personnel;
 4. Adequate nurses and ancillary personnel to transition patients from CVICU to the floor as deemed appropriate by physicians in the Specialty;
 5. Qualified care managers to facilitate discharge in a timely manner to an appropriate setting;
 6. Readily available contemporary technology, including valves and devices deemed appropriate by Hospital based upon financial and operational considerations, to support a leading edge academic and clinical program;
 7. Monthly quality reports for performance improvement initiatives; and

8. Administrative support for compliance with national, regional and local initiatives including ongoing service line goals and programmatic initiatives.
- b. Maintain closed cardiac surgery model at the Hospital limited to University Providers in the Specialty.
6. **Exclusivity.** During the Term, Providers in the Specialty will exclusively provide Services to patients of the Hospital. Notwithstanding the foregoing, nothing herein shall restrict or otherwise limit the ability of Providers to continue providing cardiovascular and thoracic surgery services at the following facilities: University of Louisville Hospital, VA Hospital, and Norton Children's Hospital.
7. **Additional Remedies.**
 - a. UofL Parties' Remedies: In addition to any other remedies the UofL Parties may have available under this Agreement, the exclusivity provisions in this Professional Services Supplement shall no longer apply to Providers in the event that the Hospital breaches the Hospital Obligations listed above and fails to cure such breach within thirty (30) days of receiving notice of breach.
 - b. KYOne's Remedies: In addition to any other remedies KYOne may have available under this Agreement, the obligation's set out in paragraph 5(b) above shall no longer apply to the Hospital in the event that the UofL Parties fail to perform the Services in accordance with the standards set out in paragraph 4 above and fail to cure such breach within thirty (30) days of receiving notice of breach.
8. **Compensation.** Hospital shall pay \$1,050,000.00 for Services in equal monthly payments of \$87,500.
9. **Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

21042-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** Intensivists
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.**
 - a. Provide the services necessary for Hospital patients to ensure appropriate CVICU Services and availability at Hospital in accordance with Hospital schedule.
 - b. Maintain professional hours in the CVICU as set by Hospital in consultation with Department
 - c. Perform bedside procedures such as facilitation of extubation procedures, management of hemodynamics, management of resuscitation, management of impending renal failure, etc.
 - d. Perform related services in the diagnosis, care and treatment of Hospital’s CVICU patients.

Covering physicians shall be permitted to provide anesthesia services at the Hospital as part of the Services under the Agreement as agreed upon by KyOne and School of Medicine from time to time. Initially, the provision of anesthesia services shall be in addition to current levels of coverage of the CVICU, defined as a minimum of 12 hours per day, 7 days per week. Providers shall not exceed 108 (one hundred eight) hours per month, until the School of Medicine provides continuous coverage of the CVICU. Thereafter, covering physicians may participate in the anesthesia provider schedule without restriction as long as continuous coverage of the CVICU with adequately rested covering providers is maintained. Scheduling of shifts on the Hospital Anesthesia Service shall be subject to the staffing requirements of the Hospital Anesthesia Service and approval of KyOne. Covering Physician, through the Department, shall submit worked hours to KyOne. Compensation shall be paid by KyOne to Department for anesthesia services at the rate of \$250.00 per hour.

- e. When additional critical care intensivists are hired and begin to provide the Services, the School of Medicine shall endeavor to provide coverage of the CVICU that is as close to continuous as reasonably possible. School of Medicine shall submit to KyOne the hours during which the School of Medicine provided one or more covering physicians in the CVICU. All hours submitted should clearly delineate whether the work was provided for anesthesia services or coverage of the CVICU.

Outside of the weekday hours of 8 AM to 5 PM, the covering physician in the

CVICU shall respond to CODE BLUES and serve as the leader of the resuscitation team at Hospital. Following the CODE BLUE, the covering physician shall arrange for transfer of the care of the patient to an appropriate cardiac or medical intensivist, including a direct handoff report to the receiving physician, unless admission to the CVICU is clinically most appropriate. The covering physician shall follow all hospital resuscitation protocols and guidelines, participate in required hospital quality assurance and training activities, and complete other tasks related to CODE BLUE response as required by Hospital. In addition to CODE BLUE response, the covering physician will assist when requested with management of acute respiratory failure, emergency airway management, or other life-threatening emergencies when no other qualified responder is immediately available. Hospital may amend these requirements from time to time as needed to provide optimal patient care or efficient operation of Hospital. In the interim period until continuous coverage is provided by School of Medicine in the CVICU, CODE BLUE management will be provided by the KyOne hospitalist service if there is no covering physician in the CVICU. The Department will inform KyOne hospitalist service of the planned scheduling of Covering Physicians in the CVICU to ensure a physician qualified to manage the CODE BLUE team will be available at all times.

5. **Compensation.**, Hospital shall pay \$250 per hour Compensation for CVICU Services (excluding anesthesia services) will not exceed the amount of \$1,308,000 for the Term when three Full Time Equivalent covering physicians are providing CVICU Services, or \$1,744,000 for the Term when four Full Time Equivalent covering physicians are providing CVICU Services, or \$2,190,000 for the Term when more than four Full Time Equivalent covering physicians are providing CVICU Services. Compensation for coverage of the CVICU shall be limited to no more than one covering physician per hour regardless of whether there is more than one covering physician in the CVICU payable upon receipt of time reports from department.
6. **Billing.** The date of the invoice shall be the date of submission. A monthly time report form is required with each monthly invoice.

23001-MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Medicine/Pulmonary, Critical Care & Sleep Disorders
- 2. Purpose.** Lung Transplant.
- 3. Facility.** Jewish Hospital (the “Hospital”)
- 4. Medical Director.** Allan M. Ramirez, M.D.
- 5. Services.**
 - a. Representation of Hospital in matters relating to regional and national transplant activities;
 - b. Establishment of criteria for the final selection of patients as candidates for transplantation and monitoring of adherence to established criteria;
 - c. Responsibility for the teaching and training of medical students, interns, residents, and trainees of any kind assigned by Hospital, including, but not limited to, the assignment of the resident or fellow in training to each lung transplant patient where consistent with affiliation agreements.
 - d. Participation in activities to increase organ donation to facility and growth of the Program;
 - e. Monitoring of immediate perioperative, intraoperative and postoperative care of all patients of the Program and formal consultation if so requested by the attending physician; and
 - f. Assistance in the support of existing Certificates of Need for the Program and the development of the future Certificates of Need, as necessary.
- 6. Compensation.** Medical Director will perform the Services no less than 50 hours per month and not to exceed 667 hours per year. Compensation will equal \$150 per hour and up to a maximum of \$100,000 for the term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23009 - MEDICAL DIRECTOR SERVICES

1. **Department/Division.** Department of Cardiovascular and Thoracic Surgery
2. **Purpose.** Lung Transplant
3. **Facility.** Jewish Hospital (the “*Hospital*”)
4. **Medical Director.** Victor H. van Berkel, M.D.
5. **Services.**
 - a. Responsible for directing clinical operations and educational programs for lung transplantation, including programs for patients, residents, students and fellows.
 - b. Provide oversight and direction to the Hospital Transplant Clinical Director.
 - c. Develops and maintains clinical operations for all lung transplant services.
 - d. Supervises transplant team members including transplant clinical coordinators.
 - e. Participates in ensuring compliance with LINOS, CMS and The Joint Commission requirements for ongoing certification and accreditation.
 - f. Participates in the interdisciplinary transplant team meetings.
 - g. Contributes and sets clinical policies and procedures.
 - h. Develops and maintains quality measures in conjunction with team members.
 - i. Membership in the Interdisciplinary Transplant Committee, the Tumor Board, the Thoracic Oncology Committee and the Clinical Research Team.
6. **Compensation.** Medical Directors to be available and to perform the Services no less than 25 hours per month, and not to exceed 420 hours per year. Compensation will equal \$224.08 per hour and up to a maximum of \$94,114 for the term.
7. **Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23010 PROFESSIONAL SERVICE

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** Director of Clinical Cardiac Operations
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.**
 - a. Responsible for oversight of optimizing the efficient use of operating room personnel, processes, and supplies for the Hospital Cardiovascular Surgery Service Line (the “Service Line”), including, but not limited to;
 - Clinical Policies
 - Outcome Analysis
 - Balancing Physician Patient load
 - Suggesting and Implementing Quality Initiatives
 - b. Assist in the development of patient care programs and protocols in response to pay-for-performance programs of third-party payors, including Medicare and Medicaid.
 - c. Increase Hospital productivity in furtherance of and consistent with the objectives of (a) evaluating and restructuring delivery of care processes; (b) evaluating job descriptions and realigning responsibilities as appropriate; (c) establishing and maintaining productivity standards.
 - d. Develop and recommend to Hospital plans and activities designed to: (a) decrease turnaround time for cardiovascular cases; (b) improve the rate of on-time starts for cardiovascular cases; (c) improve the rate of compliance with discharge criteria for cardiovascular patients.
 - e. Develop and recommend to Hospital plans and activities designed to improve patient satisfaction of cardiovascular surgery.
 - f. Provide coordination and oversight with respect to the continuity of care for patients of the Service Line to include, but not be limited to, preoperative testing, patient admissions, preoperative area operations, patient/physician consultations, nursing services, pulmonology, and other service areas impacting the delivery of cardiovascular surgery services to the Hospital’s patients.
 - g. Incorporate “best practices” into the management and care of the Service Line relative to clinical delivery of care.
 - h. Assist in ensuring the timely, accurate and adequate completion of all medical records.
 - i. Identify and participate in continuing education opportunities for clinical staff and medical staff as required.
 - j. Assist in training and educating Hospital employees assigned to the Service Line to foster improvements in the overall quality, efficiency, and effectiveness of the services provided.
 - k. Shall report to Hospital’s Chief Quality Officer and work collaboratively with the Executive Medical Director.
- 5. Compensation.** Director (Brian Ganzel, MD) shall provide no less than 20 hours per month, not to exceed 311 hours per year. Compensation will equal \$224.08 per hour with to a maximum of \$69,649 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23013 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** Director Minimally Invasive Cardiac Surgery
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.**
 - a. Responsible for implementation, oversight and outreach of the DaVinci Robotic Assisted Surgery Program and any related technological programs, including, but not limited to:
 - Team Training and Development
 - Development of Clinical Policies
 - Outcome Analysis
 - Community Outreach and Education
 - b. Assist in the development of patient programs and protocols identifying patients who would benefit most from the DaVinci Robotic Assisted Heart Surgery or another minimally-invasive procedure.
 - c. Recommend policies and procedures pertaining to the use of minimally-invasive procedures.
 - d. Increase Hospital quality outcomes in furtherance of and consistent with the objectives of the Agreement by: (a) evaluating use of the DaVinci Robotic Assisted Heart Surgery on patient outcomes; (b) evaluating education and outreach goals related to the DaVinci Robotic Assisted Heart Surgery or similar minimally-invasive procedures; and (c) establishing and maintaining productivity standards for the DaVinci Robotic Assisted Heart Surgery procedures or similar minimally-invasive procedures.
 - e. Develop and recommend to Hospital plans and activities designed to increase awareness within the medical community of the availability of the DaVinci Robotic Assisted Heart Surgery procedure and other similar minimally-invasive procedures.
 - f. Provide coordination and oversight with respect to the continuity of care for patients utilizing the DaVinci Robotic Assisted Heart Surgery procedure.
 - g. Identify and participate in continuing education opportunities in minimally-invasive procedures for clinical staff and medical staff as required.
 - h. Other responsibilities as defined by Hospital.
 - i. Shall report to Hospital’s Chief Quality Officer and work collaboratively with the Executive Medical Director.
- 5. Compensation.** Provider (Kendra Grubbs, M.D) will be available on a part-time basis, which will require availability of an average of 20 hours per month, 311 hours per year. Compensation will equal \$224.08 per hour and up to a maximum of \$69,649 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23014 - MEDICAL DIRECTOR SERVICES

1. **Department/Division.** Department of Cardiovascular and Thoracic Surgery
2. **Purpose.** Executive Medical Director
3. **Facility.** Jewish Hospital (the “*Hospital*”)
4. **Medical Director.** Mark Slaughter, M.D.
5. **Services.**
 - a. Responsible for strategic oversight of the Service Line, including, but not limited to:
 - Strategic Planning
 - Clinical Policies
 - Outcome Analysis
 - Financial Performance
 - Residency Program
 - Research and Development
 - b. Service Line Strategic & Operational Oversight and Accountability:
 - Participate in planning, collaboration, and formulation of long-term and annual strategic, business, facility, technology and operations planning for the Service Line.
 - Develop and recommend the Hospital for approval of a comprehensive strategic plan for the Service Line.
 - Oversee development and operation of capital and operating budgets for the Service Line.
 - Oversee achievement of budget and clinical objectives of the Service Line.
 - Participate in Hospital’s review of cost effectiveness of care in the Service Line and assist in implementation of guidelines relevant to cost effectiveness of the Service Line with full consideration on the impact of cost containing measures on the quality of care delivered in the Service Line.
 - Work with administration to oversee agreements for operation of the Service Line.
 - Attend meetings of Hospital medical directors and participate in assigned Hospital committees.
 - Represent Hospital in outreach activities related to Executive Medical Director duties for Service Line.
 - Assist in preparing for and responding to accreditation surveys.
 - Develop and participate in research programs and clinical trials pertaining to cardiac surgery.
 - Recommend to JHSMG for review and approval incorporation of new technology for cardiothoracic surgery and participate in appropriate education and competency based training required to introduce technology.
 - Assist in training and educating Hospital employees assigned to the

Service Line in improving the overall quality, efficiency and effectiveness of the cardiovascular services provided by the Hospital.

c. Clinical Quality:

- Provide clinical direction in all aspects of clinical delivery associated with the care of the cardiovascular surgery patient population.
- Work with the Hospital administration to develop evidence-based clinical protocols and pathways and to achieve outcome goals.
- Facilitate implementation of clinical policies concerning the Service Line.
- Provide professional analysis of clinical outcomes and work with hospital administration to monitor and continuously improve outcomes.
- Implement and monitor evidence-based clinical protocols and pathways.
- Assist in ensuring that patient care in the Service Line complies with operating standards.
- Comply with stakeholder satisfaction standards.
- Oversee and ensure that Group Physicians and other medical staff members participating in the Service Line act in accordance with Hospital Standards of Performance and within other standards as defined in the Hospital Medical Staff Bylaws and Rules and Regulations.
- Assist in ensuring the timely, accurate and adequate completion of all medical records.
- Assist with Hospital administration and medical staff committee with ongoing review, analysis and evaluation of physician adherence to the physician standards of performance.
- Coordinate with other physicians to intervene in cases of emergent need in the interest of patient care and appoint a designee that may intervene on his behalf.

d. Other responsibilities as defined by Hospital.

e. Membership in the Heart Lung Advisory Board, if and while that board is in existence.

6. **Compensation.** Medical Director will be available no less than 20 hours per month, not to exceed 311 hours per year. Compensation shall be at the rate of \$224.08 per hour and a maximum of \$69,649 for the Term.

7. **Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23015 - PROFESSIONAL SERVICE

1. **Department/Division.** Department of Cardiovascular and Thoracic Surgery
2. **Purpose.** Mechanic Devices
3. **Facility.** Jewish Hospital (the “*Hospital*”)
4. **Services.**
 - a. Responsible for the oversight of the Director of Operations for Mechanical Circulatory Support and the Coordinator of Extracorporeal Membrane Oxygenation (ECMO) Support Services and is also responsible for clinical activities surrounding device selection and any related device programs, including, but not limited to:
 - Team Training and Development
 - Development of Clinical Policies
 - Outcome Analysis
 - Industry Communications
 - Community Outreach and Education
 - b. Responsibility for development and implementation of the Ventricular Assist Device (VAD) program, including, but not limited to the following duties;
 - Develop protocols identifying patients that would benefit from destination therapy devices and/or bridge to-transplant devices;
 - Oversee the coordination of care with respect to coordinators of the VAD and Transplant program;
 - Participate in weekly multidisciplinary meetings;
 - Participate in ensuring compliance with The Joint Commission guidelines;
 - Participate in ensuring ongoing participation in INTERMAC registry and quarterly review of submitted clinical data.
 - c. Other responsibilities as defined by Hospital.
 - d. Shall report to Hospital’s Chief Medical Officer and the Executive Medical Director.
5. **Compensation.** Director (Mark Slaughter, M.D.) shall be available no more than 20 hours per month, not to exceed 311 hours per year. Compensation paid for the Services provided pursuant to this Professional Services Supplement will equal \$224.08 per hour for a maximum of \$69,649.
6. **Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

25006 – PROFESSIONAL SERVICES

- 1. Department /Division.** Department of Medicine / Division of Cardiology
- 2. Purpose.** Heart failure fellow
- 3. Facility.** Jewish Hospital (the “Hospital”).
- 4. Services.** Assign an Advanced Heart Failure fellow to work with faculty at Hospital seeing patients.
- 5. Compensation.** Provider will be available an average of 40 hours per week, 48 weeks per year, with a minimum of 35 hours per week of Services. Compensation will equal \$86,000 for the Term, with equal monthly payments.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

25008- PROFESSIONAL SERVICE

- 1. Department/Division.** Department of Medicine / Division of Cardiology
- 2. Purpose.** Healthy Lifestyles Centers fellows
- 3. Facility.** Jewish Hospital (the “Hospital”)
- 4. Services.** Department employs or contracts with cardiology fellows (Covering Physicians) who possess the qualifications, expertise and experience to provide cardiac rehabilitation services on behalf of Hospital at their Healthy Lifestyles Centers (Centers).
 - a. Cardiac Rehabilitation Physician Supervision.
 - For the purposes of this Supplement, School of Medicine shall ensure that a Covering physician is physically present to perform supervision of the Centers in accordance with all legal and regulatory requirements as follows:
 - School of Medicine shall provide the Services up to five (5) days a week. 5:30 PM to 8:00 PM, and on such other times as mutually agreed upon by Hospital and School of Medicine, with the exception of the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving day and Christmas Day. School of Medicine will be responsible for finding physician coverage in the event School of Medicine is unable to provide the services due to vacation, illness or other similar reasons. School of Medicine shall notify Hospital as soon as possible if School of Medicine is unable to provide the Services on a scheduled day.
 - Covering Physicians shall participate in mock codes six (6) times per year or as otherwise reasonably set by Hospital. Hospital will notify School of Medicine of scheduled codes three (3) working days in advance.
 - Each Covering physician must maintain certification in basic life support or advanced cardiac life support.
 - School of Medicine shall maintain a daily log signed by the Covering Physician each day.
 - b. Medical Emergencies.
 - Covering Physicians will respond to patient care needs, including, but limited to, cardiovascular emergencies such as chest pain, shortness of breath, and ECG abnormalities. When appropriate, patients will be referred to urgent care, an emergency room or follow-up with a primary care physician.
 - When the staff identifies a medical emergency, ACLS protocol will be initiated, 911 will be contacted immediately and then the supervising Physician onsite will be notified.
 - c. Non-Life Threatening Emergencies.
 - If a patient has a non-threatening emergency such as angina, dizziness, syncope, the patient’s cardiologist will be notified and, if indicated, 911 will be notified.
 - If the patient’s physician is not available, the Hospital Cardiac rehab Medical Director will be notified.

- In case the Center Staff is unable to notify the above physicians, the Covering Physician onsite will serve as the third backup for telephone consultation.
- 5. Compensation.** Paid for professional services equal to \$100 per hour, not to exceed \$40,000 per year.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

26001-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine / Division of Cardiology
- 2. Purpose.** Cardiology Fellowship Program
- 3. Service.** To support the Director of the Cardiology Fellowship Program, Glenn A. Hirsch, M.D.
- 4. Compensation.** The compensation equals \$76,000 and will be distributed in equal monthly payments.
- 5. Billing.** The date of the invoice should be the date of submission and a monthly calendar is required with each monthly invoice.

26007- DEPARTMENTAL SUPPORT

- 1. Department/Division.** Cardiovascular and Thoracic Surgery
- 2. Purpose.** In order to facilitate and support the School of Medicine's efforts towards furthering its education, research and medical services activities, including those of the Department and the program, Grantor shall provide the financial support as herein to the School of Medicine.
- 3. Compensation** The compensation equals \$700,000 for the Term and will be distributed in equal monthly installments.

26012 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Cardiovascular and Thoracic Surgery
- 2. Purpose.** Cardiovascular and Thoracic Surgery
- 3. Facility.** Jewish Hospital (the “*Hospital*”)
- 4. Services.**
 - a. To support (Physician) transition into department from KentuckyOne Health Medical Group (KOHMG).
 - b. Physician to provide his services to Hospital’s department of cardiovascular & thoracic surgery.
- 5. Compensation.** Provider (Roy Bowling, MD) will be available an average of 40 hours per week, 52 weeks per year, with a minimum of 35 hours per week of Services. Compensation shall be \$252,000 for the Term payable in equal monthly payments.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

28001 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine / Division of Cardiology
- 2. Purpose.** Cardiology Research
- 3. Facility.** Jewish Hospital (the “Hospital”)
- 4. Services.**
 - a. Department’s Division of Cardiology conducts research and is currently engaged in, among other research projects, 2 research studies involving (i) preclinical animal model research for cardiac stem cells; and (ii) clinical trial of cardiac stem cells and related follow-up research (the “Projects”), which are being conducted at the School of Medicine and Jewish Hospital.
 - b. Hospital has agreed to support these research activities.
- 5. Compensation.** Physician’s Services will equal \$305,000 for the Term paid in equal quarterly payments.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

EXHIBIT B
NEUROSCIENCES SERVICE LINE

Department of Neurology

Contact Information: University of Louisville
School of Medicine
Department of Neurology
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Kerri S. Remmel M.D., Ph.D.

Medical Director Services: 23003

Professional Services: 21031, 21061, 21062

Department of Neurosurgery

Contact Information: University of Louisville
School of Medicine
Department of Neurosurgery
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Joseph S. Neimat, M.D., Chair

Departmental Support: 26003, 26005

Medical Director Services: 23005, 23012, 23016, 23018, 23019, 93001

Professional Services: 21035, 21036, 21037, 21047, 28002

21031-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Neurology
- 2. Purpose.** Neurology
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide "on call" coverage for patients who present to the Emergency Department and provide coverage and coordination of treatment for all Hospital inpatients needing neurology services, through providers and physician extenders
 - i. Provide Neurology Stroke Services and cover Hospital's inpatient call and stroke call in the Emergency Department Monday through Friday, 7:00 a.m. to 7:00 p.m.
 - ii. Provide Providers to cover Hospital's stroke neurology call Monday through Friday, 7:00 p.m. to 7:00 a.m.
 - iii. May provide Hospital's stroke neurology call Monday through Friday, 7:00 p.m. to 7:00 a.m. through telemedicine if providing telemedicine coverage services is in the best interest of the patient who is receiving services
 - iv. Provide one or more Provider to cover Hospital Neurology Stroke Services from 7:00 a.m. on Saturday to 7:00 a.m. on Monday.
- 5. Compensation.** Providers shall provide 7 days per week, twenty-four (24) hours per day coverage to the Hospital and that coverage of the Emergency Department is provided at night and on weekends and on Holidays. Compensation shall not exceed \$1,304,000 per term.
 - a. Hospital shall provide compensation as follows:
 - i. \$1,200.00 per day for general neurology coverage of Hospital twenty-four hours a day, seven days a week;
 - ii. \$1,700.00 per day for coverage of Hospital's stroke team Monday through Friday; and
 - iii. \$1,750.00 per day for coverage of Hospital's stroke team from 7 a.m. Saturday through 7 a.m. Monday.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice

21035- PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** Neurosurgery.
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.** Provide Neurosurgery services to Hospital.
- 5. Compensation.** Providers shall provide an average of 40 hours per week, 52 weeks per year, with a minimum of 30 hours per week of Services. Compensation shall not exceed \$780,000
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

21036 - PROFESSIONAL SERVICES

1. **Department/Division.** Neurosurgery/Physical Medicine & Rehabilitation
2. **Purpose.** Neurosurgery.
3. **Facility.** Frazier Rehabilitation Institute (the “*Hospital*”).
4. **Services.** Provide Neurosurgery Physical Medicine & Rehabilitation services to Hospital.
5. **Compensation.** Physicians shall provide Services an average of 40 hours per week, 52 weeks per year, with a minimum of 30 hours per week of Services. Compensation shall not exceed \$720,000 and will be distributed in equal monthly installments of \$60,000.00.
6. **Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with monthly invoice.

21037-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** Neurosurgery.
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide 24 hour emergency Program Neurosurgery Call Coverage on the agreed upon schedule to cover when Dr. Becherer is out;
 - b. Provide neurosurgery call coverage and answer all inpatient and hospital calls and pages related to the care of Hospital neurosurgery patients;
 - c. Provide care to patients needing emergency care, admission, inpatient consultation at Hospital consistent with all policies and procedures of Hospital and accept any patients that present at the Hospital’s Emergency Program by walk-in, ambulance, transfer or referral from a KYOne Hospital or any other hospital or health care hospital attempting to transfer a patient in accordance with federal EMTALA regulations;
 - d. Provide all Services hereunder, without regard to any such patient’s payer classification or ability to pay;
 - e. Have availability for telephone consultation with members of the Medical Staff (and physicians consulting with such Medical Staff members) and nursing and other staff members of Hospital regarding the Services.
- 5. Compensation.** Department will provide Neurosurgery Call Coverage for approximately 50% of the calendar days during the Term. Compensation shall not exceed \$328,600 for the Term, payable at the daily rate of \$1,643.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

21047-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Neurosurgery/Division of Pediatric PMR
- 2. Purpose.** Pediatric Rehab
- 3. Facility.** Frazier Rehabilitation Institute (the “*Hospital*”).
- 4. Services.**
 - a. Provide Physician Extenders Services required by Hospital in the operation of Hospital Department. ULP shall provide 1 full time equivalent (FTE) of Physician Extender Services to Hospital.
 - b. Physician Extenders shall perform all duties required of a Physician Extender in the Neurosurgery Department of Hospital, specifically the inpatient and outpatient pediatric patients.
 - c. The services will be provided under the supervision of Dr. Darryl Kaelin.
- 5. Compensation.** Payment shall not exceed \$110,000 for the Term. The compensation for Physician Extender Services shall be decreased by the amount collected by ULP for Physician Extender Services provided at Hospital pursuant to this Agreement. Quarterly, ULP shall invoice Hospital the difference between the billing and collections of the Physician Extenders.
- 6. Billing.** The date of the invoice shall be the date of submission. An Activity Summary report by Physician Extender and the direct cost of salaries, benefits and employment taxes attributable to Physician Extenders is required with monthly invoice.

21061-PROFESSIONAL SERVICES

1. Department/Division. Department of Neurology

2. Purpose. Neurology Telemedicine

3. Facility. Jewish Hospital-Shelbyville (the “Hospital”)

4. Services.

Provide telemedicine services

- a. Provide consultations via telemedicine for stroke, potential stroke and general neurology inpatients of Hospital in the appropriate inpatient settings based on patient acuity.
- b. Provide consultations designated as emergent by the attending physician as required hereunder with a fifteen (15) minute response time. Otherwise, routine inpatient consults for inpatients at the Hospital will be provided in keeping with the medical staff bylaws and/or no less frequently than every 24 hours.
- c. Follow protocol whereby Hospital obtains a neurology consult for any stroke and TIA patient who is 8 hours or less from symptoms onset and for any patient with unknown time of onset.
- d. Follow protocol whereby Hospital performs a TEE on all stroke and TIA patients within 24 – 48 hours of admission.

Provide Neuroscience Development Services. Department shall collaborate with Hospital to develop stroke treatment triage and/or treatment services, to the extent that Hospital has services required by stroke treatment guidelines, to be provided by Hospital. Such collaboration shall include:

- a. Provision of an initial facility assessment and initial work plan to guide implementation of Hospital stroke treatment services;
- b. Consultation with Hospital’s emergency room physicians and hospitalists initially and ongoing to insure that written stroke and neurological patient triage algorithms are implemented and followed to insure that patients admitted to the Hospital as inpatients are clinically appropriate.
- c. Provision of quarterly quality and customer service reports to facilitate Hospital’s stroke treatment quality improvement efforts and remote participation in stroke quality improvement forums on at least every four months throughout the Term;

- d. Subject to Department's prior written consent for each use, which consent shall not be unreasonably withheld, the provision to Hospital of a non-exclusive, royalty-free license to use Department's name, trademarks, and service marks for co-branding of Department and Hospital in Hospital marketing region with respect to Hospital's stroke services, including co-branding to market Hospital's capacity to accept emergency transports for stroke services;
- e. Provision of education materials to Hospital for use in an outreach program for training of emergency medical services providers to include in person support for one EMS outreach event per year regarding transportation of patients to Hospital;
- f. Provision of clinical tool templates to be adopted by Hospital to guide evidence-based stroke care
- g. Online or in-person education to staff and physicians during Hospital's initial 90-day implementation of evidence-based stroke treatment algorithms;
- h. Provision of online clinical/or and technical training for Hospital physicians and staff at least twice per year during the Term.

Hospital Obligations: Hospital shall support Department's efforts to develop stroke care services provided by Hospital. Such support shall include:

- a. Designation of an Hospital primary clinical contact to lead implementation of neurology service development at Hospital;
- b. Execute contract with vendor of Department's designation for hardware to support stroke telemedicine services;
- c. Use, at Hospital's expense, of "Get With the Guidelines" or equivalent database to track clinical outcomes and drive quality improvement in stroke care services at Hospital;
- d. Collection of telehealth network performance data for each patient who receives the Telemedicine Services. Such data will be provided every 30 days on the last day of each month to Department designee for use in quality reporting and mutual quality improvement initiatives collaboratively undertaken by the Originating and Department. Hospital shall collect such data through the use of forms provided by Department or through other electronic means as designated by Department, substantially in the Performance Data Form (see page 5).
- e. Entry of telehealth network performance data into "Stroke Respond" module or such other comparable module based on a platform mutually agreed to by the parties;
- f. Commitment to protocol whereby Hospital obtains a neurology consultation (which may be from Distant Site through the Telemedicine Services or from

such other provider of neurology consultations to Hospital) for any stroke or transient ischemic attack (“TIA”) patient who is eight (8) hours or less from symptom onset, and for any patient with unknown time of onset upon receipt of this patient by the Hospital ED.

- g. Coverage of any costs associating with the co-branding and other marketing of Distant Site and Hospital in Hospital marketing region with respect to Hospital’s stroke services, as authorized herein, provided that nothing shall require Hospital to engage in such co-branding and other marketing.
- h. Assistance in coordinating meetings at Hospital relating to the Telemedicine Services and in credentialing as required under the Agreement; and
- i. Provision of the Department’s access to Hospital’s electronic medical records for admissions or Emergency Department treatments coded as stroke or TIA, to enable Department to audit such records for compliance with clinical care protocols established pursuant to the Telemedicine Services. Such access shall be to the discrete medical records described above and shall be provided through on-site, monitored access at Hospital or through Hospital’s provision of copies of such records for review. Department agrees to sign any documents or agreements required by Hospital for the provision of access to Hospital’s electronic medical record system.

Any marketing by Hospital with respect to the Services will be co-branded and subject to the approval of Distant Site, such approval not to be unreasonably withheld.

In addition to professional medical services, Hospital desires to obtain the guidance and expertise of Department in development of Hospital’s neurology service line in order to promote timely access to high quality care in the Specialty for patients of Hospital and to improve the availability of neuroscience services to the patients served by Hospital, and Distant Site desires to provide such guidance and expertise.

QA/UR Activities. Department shall contribute to and cooperate in any reasonable quality assurance and utilization review activities related to the Services at Hospital upon reasonable request by Hospital.

- 5. Compensation.** Hospital shall pay the rate of \$300.00 per telemedicine consult with a maximum amount payable is \$50,000 for the Term. To the extent appropriate, and subject to adequate supervision by the Physicians, the Telemedicine Services may be provided by the mid-level providers or such other mid-level providers as are employed by Hospital and approved by Hospital. See Other for listing of providers.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice of a list of services performed with patient ID numbers for each monthly invoice

7. Other. Telemedicine Providers

Physicians

Kerri Remmel, MD, PhD

Jignesh Shah, MD

Christopher Shafer, MD

Michael Haboubi, MD

Advanced Registered Nurse Practitioners

Betsy Wise, ARNP

Sarah Cullon, ARNP

Kari Moore, ARNP

Katie Rubin, ARNP

Lauren Miller, ARNP

PERFORMANCE DATA FORM

Patient Label

Suspected Stroke Data Collection Tool

Prior Notification by EMS (please circle) Yes No

Date/Time of patient arrival _____

Date/Time of patient triage _____

Time seen by ED physician _____

Time Telemedicine Consult Called _____

Time Telemedicine Consult Initiated _____

Time CT head ordered _____

Time CT head performed _____

Time CT head read by radiology _____

Time Labs ordered _____

Time lab results received _____

Exclusion documented for IV t-PA (circle) Yes No Reason: _____

Time IV t-PA ordered _____

Time IV t-PA bolus _____ or N/A

Time IV t-PA infusion _____ or N/A

DTN < 60 minutes Yes No DTN < 45 minutes Yes No

Vital Signs and neuro checks completed according to order? Yes No

IV t-PA infusion complete at referring hospital before EMS transport? Yes No

Date/Time transported by EMS _____

Mode of transport by EMS? _____ ground _____ air

EMS agency _____

Name of ED physician _____

Name of Neurologist _____

Preliminary Diagnosis _____

Disposition _____

** Stroke Core measure data must also be collected and reported

21062-PROFESSIONAL SERVICES

1. Department/Division. Department of Neurology

2. Purpose. Neurology Telemedicine

3. Facility. Sts Mary's and Elizabeth Hospital (the "Hospital")

4. Services.

Provide telemedicine services

- a. Provide consultations via telemedicine for stroke, potential stroke and general neurology inpatients of Hospital in the appropriate inpatient settings based on patient acuity.
- b. Provide consultations designated as emergent by the attending physician as required hereunder with a fifteen (15) minute response time. Otherwise, routine inpatient consults for inpatients at the Hospital will be provided in keeping with the medical staff bylaws and/or no less frequently than every 24 hours.
- c. Follow protocol whereby Hospital obtains a neurology consult for any stroke and TIA patient who is 8 hours or less from symptoms onset and for any patient with unknown time of onset.
- d. Follow protocol whereby Hospital performs a TEE on all stroke and TIA patients within 24 – 48 hours of admission.

Provide Neuroscience Development Services. Department shall collaborate with Hospital to develop stroke treatment triage and/or treatment services, to the extent that Hospital has services required by stroke treatment guidelines, to be provided by Hospital. Such collaboration shall include:

- a. Provision of an initial facility assessment and initial work plan to guide implementation of Hospital stroke treatment services;
- b. Consultation with Hospital's emergency room physicians and hospitalists initially and ongoing to insure that written stroke and neurological patient triage algorithms are implemented and followed to insure that patients admitted to the Hospital as inpatients are clinically appropriate.
- c. Provision of quarterly quality and customer service reports to facilitate Hospital's stroke treatment quality improvement efforts and remote participation in stroke quality improvement forums on at least every four months throughout the Term;

- d. Subject to Department's prior written consent for each use, which consent shall not be unreasonably withheld, the provision to Hospital of a non-exclusive, royalty-free license to use Department's name, trademarks, and service marks for co-branding of Department and Hospital in Hospital marketing region with respect to Hospital's stroke services, including co-branding to market Hospital's capacity to accept emergency transports for stroke services;
- e. Provision of education materials to Hospital for use in an outreach program for training of emergency medical services providers to include in person support for one EMS outreach event per year regarding transportation of patients to Hospital;
- f. Provision of clinical tool templates to be adopted by Hospital to guide evidence-based stroke care
- g. Online or in-person education to staff and physicians during Hospital's initial 90-day implementation of evidence-based stroke treatment algorithms;
- h. Provision of online clinical/or and technical training for Hospital physicians and staff at least twice per year during the Term.

Hospital Obligations: Hospital shall support Department's efforts to develop stroke care services provided by Hospital. Such support shall include:

- a. Designation of an Hospital primary clinical contact to lead implementation of neurology service development at Hospital;
- b. Execute contract with vendor of Department's designation for hardware to support stroke telemedicine services;
- c. Use, at Hospital's expense, of "Get With the Guidelines" or equivalent database to track clinical outcomes and drive quality improvement in stroke care services at Hospital;
- d. Collection of telehealth network performance data for each patient who receives the Telemedicine Services. Such data will be provided every 30 days on the last day of each month to Department designee for use in quality reporting and mutual quality improvement initiatives collaboratively undertaken by the Originating and Department. Hospital shall collect such data through the use of forms provided by Department or through other electronic means as designated by Department, substantially in the Performance Data Form (see page 5).
- e. Entry of telehealth network performance data into "Stroke Respond" module or such other comparable module based on a platform mutually agreed to by the parties;
- f. Commitment to protocol whereby Hospital obtains a neurology consultation (which may be from Distant Site through the Telemedicine Services or from

such other provider of neurology consultations to Hospital) for any stroke or transient ischemic attack (“TIA”) patient who is eight (8) hours or less from symptom onset, and for any patient with unknown time of onset upon receipt of this patient by the Hospital ED.

- g. Coverage of any costs associating with the co-branding and other marketing of Distant Site and Hospital in Hospital marketing region with respect to Hospital’s stroke services, as authorized herein, provided that nothing shall require Hospital to engage in such co-branding and other marketing.
- h. Assistance in coordinating meetings at Hospital relating to the Telemedicine Services and in credentialing as required under the Agreement; and
- i. Provision of the Department’s access to Hospital’s electronic medical records for admissions or Emergency Department treatments coded as stroke or TIA, to enable Department to audit such records for compliance with clinical care protocols established pursuant to the Telemedicine Services. Such access shall be to the discrete medical records described above and shall be provided through on-site, monitored access at Hospital or through Hospital’s provision of copies of such records for review. Department agrees to sign any documents or agreements required by Hospital for the provision of access to Hospital’s electronic medical record system.

Any marketing by Hospital with respect to the Services will be co-branded and subject to the approval of Distant Site, such approval not to be unreasonably withheld.

In addition to professional medical services, Hospital desires to obtain the guidance and expertise of Department in development of Hospital’s neurology service line in order to promote timely access to high quality care in the Specialty for patients of Hospital and to improve the availability of neuroscience services to the patients served by Hospital, and Distant Site desires to provide such guidance and expertise.

QA/UR Activities. Department shall contribute to and cooperate in any reasonable quality assurance and utilization review activities related to the Services at Hospital upon reasonable request by Hospital.

5. **Compensation.** Hospital shall pay the rate of \$300.00 per telemedicine consult. In addition, in the event a patient receiving a Consult from is admitted Hospital as an inpatient, and one or more Physicians provide face-to-face inpatient care to such patient for the duration of the patient’s stay at Hospital . Hospital shall pay Department at the rate of \$1,250.00 for such professional services for each inpatient stay with a maximum amount payable of \$25,000 with a maximum amount payable is \$25,000 for the Term. To the extent appropriate, and subject to adequate supervision by the Physicians, the Telemedicine Services may be provided by the mid-level providers or such other mid-

level providers as are employed by Hospital and approved by Hospital. See Other for listing of providers.

6. **Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice of a list of services performed with patient ID numbers for each monthly invoice
7. **Other.** Telemedicine Providers

Physicians

Kerri Remmel, MD, PhD
Jignesh Shah, MD
Christopher Shafer, MD
Michael Haboubi, MD

Advanced Registered Nurse Practitioners

Betsy Wise, ARNP
Sarah Cullon, ARNP
Kari Moore, ARNP
Katie Rubin, ARNP
Lauren Miller, ARNP

PERFORMANCE DATA FORM

Patient Label

Suspected Stroke Data Collection Tool

Prior Notification by EMS (please circle) Yes No

Date/Time of patient arrival _____

Date/Time of patient triage _____

Time seen by ED physician _____

Time Telemedicine Consult Called _____

Time Telemedicine Consult Initiated _____

Time CT head ordered _____

Time CT head performed _____

Time CT head read by radiology _____

Time Labs ordered _____

Time lab results received _____

Exclusion documented for IV t-PA (circle) Yes No Reason: _____

Time IV t-PA ordered _____

Time IV t-PA bolus _____ or N/A

Time IV t-PA infusion _____ or N/A

DTN < 60 minutes Yes No DTN < 45 minutes Yes No

Vital Signs and neuro checks completed according to order? Yes No

IV t-PA infusion complete at referring hospital before EMS transport? Yes No

Date/Time transported by EMS _____

Mode of transport by EMS? _____ ground _____ air

EMS agency _____

Name of ED physician _____

Name of Neurologist _____

Preliminary Diagnosis _____

Disposition _____

** Stroke Core measure data must also be collected and reported

23003- MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Neurology/ Division of Stroke
- 2. Purpose.** Stroke & Neurohospitalist
- 3. Medical Director.** Michael Haboubi, D.O.
- 4. Facility.** Jewish Hospital (the “*Hospital*”).
- 5. Services.**
 - a. Attend rounds with residents and students daily;
 - b. Conduct Interdisciplinary Stroke Rounds weekly with the stroke service team (as *constituted from time to time at a location and time designated by Hospital*);
 - c. Manage Stroke Registry and Epidemiology data collection.
 - d. Supervise patient care in the Program.
 - e. Advise, consult with, assist and provide written recommendations to Hospital regarding the development and implementation of operating and treatment policies and procedures to facilitate the consistency and quality of all services provided in the Program, all as part of Hospital’s overall quality assurance, risk management and resource effective utilization programs.
 - f. Participate in Hospital’s overall quality assurance, risk management, and resource effective utilization review program in accordance with Hospital’s written policies, the applicable laws and regulations, and the policies and standards of accrediting organizations.
 - g. Conduct periodic evaluations of the adequacy and appropriateness of medical services provided in the Program and the physicians, other professionals, and support staff providing such services.
 - h. Act as liaison between Program elements and auxiliary/support services and departments of the Medical Staff.
 - i. Assure the maintenance of accurate, complete and timely patient and other records regarding the Program in order to facilitate the delivery of quality patient care through the Program.
 - j. Participate in the process of ensuring the adequacy of individual treatment prescriptions and programs, including notations of contraindications and precautions, developed with the participation of professional personnel.
 - k. Ensure and facilitate appropriate interaction with and among physicians, patients, administration and governmental agencies.
- 6. Compensation.** Medical Director will provide no less than 40 hours per month, not to exceed 500 hours per year. Compensation will equal \$150 per hour, with a maximum of \$75,000 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23005-MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** Comprehensive IP
- 3. Facility.** Frazier Rehabilitation Institute (the “Hospital”).
- 4. Medical Director.** Darryl L. Kaelin, M.D
- 5. Services.**
 - a. Advise, consult with, assist and provide written recommendations to Facility regarding advances in medical science that are relevant to the Program, which shall include, without limitation, the development, review and implementation of administrative policies and procedures applicable to the operation of the Program, in furtherance of the service goals and objectives of Facility.
 - b. Assist Facility in developing budgets (both operational and capital) for the Program.
 - c. Advise, consult with, assist and provide written recommendations to Facility regarding the development and implementation of operating and treatment policies and procedures to facilitate the consistency and quality of all services provided in the Program, all as part of Facility’s overall quality assurance, risk management and resource effective utilization programs.
 - d. As it relates to the Program, Participate in Facility’s overall quality assurance, risk management, and resource effective utilization review program in accordance with Facility’s written policies, the applicable laws and regulations, and the policies and standards of accrediting organizations.
 - e. Assist Facility with its compliance with all applicable state and federal regulations, as well as all applicable regulations of certifying, licensing and accrediting bodies within the Program.
 - f. Assist Facility with its recruitment of Medical Staff members, other professional personnel and staff who will support the Program.
 - g. Assist Facility in maintaining compliance with the standards of licensing and accrediting bodies, including, but not limited to, The Joint Commission, CARF.
 - h. Plan, coordinate, and participate in continuing education and in-service training of Program personnel and the Medical Staff that provide services in the Program, and develop and maintain ongoing relationships within the relative medical community.

- i. Conduct periodic evaluations of the adequacy and appropriateness of medical services provided in the Program and the physicians, other professionals, and support staff providing such services.
 - j. Assist Facility in the preparation of a long-range plan for future activities of the Program, which shall be based upon a thorough evaluation of the current performance of the Program and an assessment of change in reimbursement mechanisms, clinical practice and market conditions.
 - k. Develop and maintain ongoing dialogue with Medical Staff members who provide services in the Program, participate in and accept appointments to ad hoc and standing committees composed of members of the Medical Staff or other personnel, and evaluate medical reports and prepare special reports (if required as a committee member or by Facility).
 - l. Act as liaison between Program elements and auxiliary/support services and departments of the Medical Staff.
 - m. Advise, consult with, assist and provide written recommendations to Facility regarding the interrelationship between the Program and other departments, programs, or personnel at Facility.
 - n. Assure the maintenance of accurate, complete and timely patient and other records regarding the Program in order to facilitate the delivery of quality patient care through the Program.
 - o. Perform such other duties related to the Program's medical direction, including, without limitation, the preparation of such written reports and analyses regarding the results of the Services performed by Medical Director and written recommendations regarding the medical direction of services provided to patients of the Program, as requested by Facility.
 - p. Supervise patient care in the Program.
 - q. Participate in the process of ensuring the adequacy of individual treatment prescriptions and programs, including notations of contraindications and precautions, developed with the participation of professional personnel.
 - r. Assist in facilitating appropriate interaction with and among physicians, patients, administration and governmental agencies.
- 6. Compensation.** Medical Director shall provide no less than 10 hours per month, not to exceed 167 hours per year. Compensation will equal \$150 per hour and up to a maximum of 25,000 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice

23012- MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** Spinal Cord Injury Rehabilitation
- 3. Facility.** Frazier Rehabilitation Institute (the “Hospital”).
- 4. Medical Director.** Emilio Castillo, M.D.
- 5. Services.**
 - a. Advise, consult with, assist and provide written recommendations to Facility regarding advances in medical science that are relevant to the Program, which shall include, without limitation, the development, review and implementation of administrative policies and procedures applicable to the operation of the Program, in furtherance of the service goals and objectives of Facility.
 - b. Assist Facility in developing budgets (both operational and capital) for the Program.
 - c. Advise, consult with, assist and provide written recommendations to Facility regarding the development and implementation of operating and treatment policies and procedures to facilitate the consistency and quality of all services provided in the Program, all as part of Facility’s overall quality assurance, risk management and resource effective utilization programs.
 - d. As it relates to the Program, Participate in Facility’s overall quality assurance, risk management, and resource effective utilization review program in accordance with Facility’s written policies, the applicable laws and regulations, and the policies and standards of accrediting organizations.
 - e. Assist Facility with its compliance with all applicable state and federal regulations, as well as all applicable regulations of certifying, licensing and accrediting bodies within the Program.
 - f. Assist Facility with its recruitment of Medical Staff members, other professional personnel and staff who will support the Program.
 - g. Assist Facility in maintaining compliance with the standards of licensing and accrediting bodies, including, but not limited to, The Joint Commission, CARF.
 - h. Plan, coordinate, and participate in continuing education and in-service training of Program personnel and the Medical Staff that provide services in the Program, and develop and maintain ongoing relationships within the relative medical community.

- i. Conduct periodic evaluations of the adequacy and appropriateness of medical services provided in the Program and the physicians, other professionals, and support staff providing such services.
 - j. Assist Facility in the preparation of a long-range plan for future activities of the Program, which shall be based upon a thorough evaluation of the current performance of the Program and an assessment of change in reimbursement mechanisms, clinical practice and market conditions.
 - k. Develop and maintain ongoing dialogue with Medical Staff members who provide services in the Program, participate in and accept appointments to ad hoc and standing committees composed of members of the Medical Staff or other personnel, and evaluate medical reports and prepare special reports (if required as a committee member or by Facility).
 - l. Act as liaison between Program elements and auxiliary/support services and departments of the Medical Staff.
 - m. Advise, consult with, assist and provide written recommendations to Facility regarding the interrelationship between the Program and other departments, programs, or personnel at Facility.
 - n. Assure the maintenance of accurate, complete and timely patient and other records regarding the Program in order to facilitate the delivery of quality patient care through the Program.
 - o. Perform such other duties related to the Program's medical direction, including, without limitation, the preparation of such written reports and analyses regarding the results of the Services performed by Medical Director and written recommendations regarding the medical direction of services provided to patients of the Program, as requested by Facility.
 - p. Supervise patient care in the Program.
 - q. Participate in the process of ensuring the adequacy of individual treatment prescriptions and programs, including notations of contraindications and precautions, developed with the participation of professional personnel.
 - r. Assist in facilitating appropriate interaction with and among physicians, patients, administration and governmental agencies.
- 6. Compensation.** Medical Director shall provide no less than 10 hours per month, and not to exceed 167 hours per year. Compensation will equal \$150 per hour , with a maximum of \$25,000 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23016- MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** Cancer Rehabilitation
- 3. Facility.** Frazier Rehabilitation Institute (the “Hospital”).
- 4. Medical Director.** Megan B. Nelson, M.D
- 5. Services.** Medical Director will perform the Services described below;
 - a. Survivorship.
 - b. Assist with a sarcoma support group
 - c. Participate on oncology support groups
 - d. CoC committees
 - e. Lymphedema services
 - f. Multiple clinic locations, CBS & Frazier
 - g. Oncology Rehabilitation Telehealth
 - h. Perform other duties as directed by KOH
- 6. Compensation.** Medical Director will provide no less than 25 hours per month, not to exceed 347 hours per year. Compensation will equal \$150 per hour and up to a maximum of \$52,000 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23018- MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** Brian Injury Rehabilitation
- 3. Facility.** Frazier Rehabilitation Institute (the “Hospital”).
- 4. Medical Director.** Darryl Kaelin, M.D.
- 5. Services.**
 - a. Advise, consult with, assist and provide written recommendations to Facility regarding advances in medical science that are relevant to the Program, which shall include, without limitation, the development, review and implementation of administrative policies and procedures applicable to the operation of the Program, in furtherance of the service goals and objectives of Facility.
 - b. Assist Facility in developing budgets (both operational and capital) for the Program.
 - c. Advise, consult with, assist and provide written recommendations to Facility regarding the development and implementation of operating and treatment policies and procedures to facilitate the consistency and quality of all services provided in the Program, all as part of Facility’s overall quality assurance, risk management and resource effective utilization programs.
 - d. As it relates to the Program, Participate in Facility’s overall quality assurance, risk management, and resource effective utilization review program in accordance with Facility’s written policies, the applicable laws and regulations, and the policies and standards of accrediting organizations.
 - e. Assist Facility with its compliance with all applicable state and federal regulations, as well as all applicable regulations of certifying, licensing and accrediting bodies within the Program.
 - f. Assist Facility with its recruitment of Medical Staff members, other professional personnel and staff who will support the Program.
 - g. Assist Facility in maintaining compliance with the standards of licensing and accrediting bodies, including, but not limited to, The Joint Commission, CARF.
 - h. Plan, coordinate, and participate in continuing education and in-service training of Program personnel and the Medical Staff that provide services in the Program, and develop and maintain ongoing relationships within the relative medical community.

- i. Conduct periodic evaluations of the adequacy and appropriateness of medical services provided in the Program and the physicians, other professionals, and support staff providing such services.
 - j. Assist Facility in the preparation of a long-range plan for future activities of the Program, which shall be based upon a thorough evaluation of the current performance of the Program and an assessment of change in reimbursement mechanisms, clinical practice and market conditions.
 - k. Develop and maintain ongoing dialogue with Medical Staff members who provide services in the Program, participate in and accept appointments to ad hoc and standing committees composed of members of the Medical Staff or other personnel, and evaluate medical reports and prepare special reports (if required as a committee member or by Facility).
 - l. Act as liaison between Program elements and auxiliary/support services and departments of the Medical Staff.
 - m. Advise, consult with, assist and provide written recommendations to Facility regarding the interrelationship between the Program and other departments, programs, or personnel at Facility.
 - n. Assure the maintenance of accurate, complete and timely patient and other records regarding the Program in order to facilitate the delivery of quality patient care through the Program.
 - o. Perform such other duties related to the Program's medical direction, including, without limitation, the preparation of such written reports and analyses regarding the results of the Services performed by Medical Director and written recommendations regarding the medical direction of services provided to patients of the Program, as requested by Facility.
 - p. Supervise patient care in the Program.
 - q. Participate in the process of ensuring the adequacy of individual treatment prescriptions and programs, including notations of contraindications and precautions, developed with the participation of professional personnel.
 - r. Assist in facilitating appropriate interaction with and among physicians, patients, administration and governmental agencies.
- 6. Compensation.** Medical Director will provide no less than 10 hours per month, not to exceed 167 hours per year. Compensation will equal \$150 per hour and up to a maximum of \$25,000 for the Term
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23019-MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** Stroke Rehab
- 3. Facility.** Frazier Rehabilitation Institute (the “Hospital”).
- 4. Medical Director.** Darryl Kaelin, M.D.
- 5. Services.**
 - a. Advise, consult with, assist and provide written recommendations to Facility regarding advances in medical science that are relevant to the Program, which shall include, without limitation, the development, review and implementation of administrative policies and procedures applicable to the operation of the Program, in furtherance of the service goals and objectives of Facility.
 - b. Assist Facility in developing budgets (both operational and capital) for the Program.
 - c. Advise, consult with, assist and provide written recommendations to Facility regarding the development and implementation of operating and treatment policies and procedures to facilitate the consistency and quality of all services provided in the Program, all as part of Facility’s overall quality assurance, risk management and resource effective utilization programs.
 - d. As it relates to the Program, Participate in Facility’s overall quality assurance, risk management, and resource effective utilization review program in accordance with Facility’s written policies, the applicable laws and regulations, and the policies and standards of accrediting organizations.
 - e. Assist Facility with its compliance with all applicable state and federal regulations, as well as all applicable regulations of certifying, licensing and accrediting bodies within the Program.
 - f. Assist Facility with its recruitment of Medical Staff members, other professional personnel and staff who will support the Program.
 - g. Assist Facility in maintaining compliance with the standards of licensing and accrediting bodies, including, but not limited to, The Joint Commission, CARF.
 - h. Plan, coordinate, and participate in continuing education and in-service training of Program personnel and the Medical Staff that provide services in the Program, and develop and maintain ongoing relationships within the relative medical community.

- i. Conduct periodic evaluations of the adequacy and appropriateness of medical services provided in the Program and the physicians, other professionals, and support staff providing such services.
 - j. Assist Facility in the preparation of a long-range plan for future activities of the Program, which shall be based upon a thorough evaluation of the current performance of the Program and an assessment of change in reimbursement mechanisms, clinical practice and market conditions.
 - k. Develop and maintain ongoing dialogue with Medical Staff members who provide services in the Program, participate in and accept appointments to ad hoc and standing committees composed of members of the Medical Staff or other personnel, and evaluate medical reports and prepare special reports (if required as a committee member or by Facility).
 - l. Act as liaison between Program elements and auxiliary/support services and departments of the Medical Staff.
 - m. Advise, consult with, assist and provide written recommendations to Facility regarding the interrelationship between the Program and other departments, programs, or personnel at Facility.
 - n. Assure the maintenance of accurate, complete and timely patient and other records regarding the Program in order to facilitate the delivery of quality patient care through the Program.
 - o. Perform such other duties related to the Program's medical direction, including, without limitation, the preparation of such written reports and analyses regarding the results of the Services performed by Medical Director and written recommendations regarding the medical direction of services provided to patients of the Program, as requested by Facility.
 - p. Supervise patient care in the Program.
 - q. Participate in the process of ensuring the adequacy of individual treatment prescriptions and programs, including notations of contraindications and precautions, developed with the participation of professional personnel.
 - r. Assist in facilitating appropriate interaction with and among physicians, patients, administration and governmental agencies.
- 6. Compensation.** Medical Director will provide no less than 10 hours per month, not to exceed 167 hours per year. Compensation will equal \$150 per hour and up to a maximum of \$25,000 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

26003 DEPARTMENTAL SUPPORT

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** In order to facilitate and support the education and research activities of School of Medicine, including those of the Department and the program, Grantor shall provide the financial support as herein to the School of Medicine.
- 3. Compensation.** The compensation equals \$520,000 for the Term and will be distributed in equal monthly installments.

26005 - DEPARTMENTAL SUPPORT

- 1. Department/Division.** Department of Neurosurgery/ Division of Physical Medicine & Rehabilitation
- 2. Purpose.** In order to facilitate and support the education and research activities of the School of Medicine, including those of the Department and specifically Neurosurgery, division of Physical Medicine & Rehabilitation, Grantor shall provide the financial support as herein to the School of Medicine.
- 3. Compensation.** The compensation equals \$480,000 for the Term and will be distributed in equal monthly installments.

28002 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Neurosurgery
- 2. Purpose.** Research / Principal Investigator
- 3. Facility.** Frazier Rehabilitation Institute (the “**Hospital**”).
- 4. Services.**
 - a. Research Director Services:
 1. Identify and review future/proposed Studies and provide scientific consultation regarding Protocol safety and volunteer potential.
 2. Assist with recruitment of potential research study participants (“Study Participants”) by recommending potential Study Participants for studies, consulting with potential Study Participants or assisting with database access to potential Study Participants consistent with the Health Insurance Portability and Accountability Act, Institutional Review Board and other requirements governing Study Participant confidentiality.
 3. Provide community presentations, lectures and professional seminars as requested by Frazier.
 4. Serve as an ambassador of Frazier in contacting Study Sponsors and when attending medical and professional meetings.
 5. Be present at Frazier, when requested, during Study Sponsor visits.
 6. Attend departmental staff meetings.
 7. Attend Frazier advisory meetings.
 8. Phone conversation with Frazier Research Coordinator.
 9. Review, maintain and approve records as required by Study Sponsor or IRB.
 10. Perform such requested services that are reasonably related to the services listed in Paragraphs 1 – 9 above.
 - b. Principal Investigator Services for each Study Dr. Harkema is designated Principal Investigator:
 1. To review the Protocol for such Study and follow the Protocol using the United States Food and Drug Administration (FDA”) Good Clinical Practice

guidelines (“GCP”).

2. To coordinate with Frazier regarding instructions and directives concerning procedures to be followed during the Study and abide by the terms and conditions of any clinical trial agreement or similar agreement relating to such Study which affect, directly or indirectly, the conduct/procedure of a Study.
3. To be familiar and comply with all FDA guidelines and requirements relating to clinical research trials.
4. Upon Frazier’s request, to meet with representatives of Frazier, any Study Sponsor, or the FDA to discuss or review any Study and permit Frazier or the Study Sponsor to evaluate her compliance with applicable procedures and the Protocol for such Study, and cooperate with any periodic Study-specific evaluation of her performance by Frazier or by any Study Sponsor.
5. To train any Sub-investigators on the requirements of the Protocol and supervise Sub-investigators in connection with the Services to be performed as outlined in this Agreement.
6. To supervise and direct Frazier staff who may provide services in the Study. Principal Investigator is responsible for the Protocol education of the Frazier staff and for ensuring that the Frazier staff understands their obligation to conduct the Study in accordance with the specific requirements of the Protocol.
7. To explain to study Participants any anticipated risks to them, including the risk(s) of being placed in a control group. Principal Investigator shall also obtain or request Frazier or Sub-investigator to obtain appropriate informed consent from each Study Participant. Principal Investigator shall remain primarily responsible for ensuring that the informed consent of the Study Participant has been obtained, even if he/she delegates the duty of obtaining the consent to another. Consent forms shall meet the informed consent requirements under applicable IEB guidelines and have IRB approval.
8. To ensure that the welfare and/or health of all Study Participants receive the highest priority at all times during any aspect of any Study.
9. To ensure that Study Participants are fully aware that they are participating in a clinical research Study and participate willingly and voluntarily, without coercion.
10. To consult with Study Participants about the Study, and ensure that Study Participants understand that the Study may not improve their medical condition.

11. To inform Study Participants that they need to continue to receive regular medical care from their own physician during the course of the Study.
12. To cooperate with any Frazier or Study Sponsor-developed system of data collection, monitoring and compilation to promote the efficient and timely delivery of quality services to Sponsors.
13. To evaluate and document the research/procedures/tests that are prescribed as part of the Protocol for the Study, and enter them into the Study source document records and/or Study Sponsor case report forms as research tests/procedures to be established as zero (0) charge to the Study Participant so that Study Participant and third-party payors do not incur charges associated with the Study, except in a situation where an adverse event occurs, the Study Sponsor or Study Participant's insurance will be responsible for the charge.
14. To immediately notify Frazier by telephone, followed by written notice, of any adverse reactions or events in Study Participants or if a Study Participant is disqualified from participating in the Study, cooperate with Frazier in performing appropriate reporting procedures and generating documents with respect to any adverse events and reactions, and follow up on adverse events or reactions in Study Participants in accordance with Frazier and Sponsor requirements.
15. To promptly inform Frazier of any FDA violations in following the Protocol.
16. To promptly report to Frazier failure to comply with Protocol standards.
17. To participate in any training (online, telephonic or other form) required by the Study Sponsor.
18. Attend investigator meetings as necessary for participation in the Study.
19. Ensure that records related to the Study, Frazier, and Study Sponsor equipment and the Study drug/device are kept in a safe, secure, and reasonable location during the term of the study and will be returned to Frazier promptly upon request by Frazier or at the end of the Study, if not returned earlier.
20. The Parties agree that the Principal Investigator may participate in multiple Studies during the term of this Agreement provided that each Study shall be subject to all of the terms and conditions of this Supplement and the terms and conditions of the Study agreement entered into by a Sponsor and Frazier.
21. To coordinate with the University of Louisville in obtaining and executing a Facility Use Agreement relating to any University of Louisville clinical trial

study conducted at Frazier, when Dr. Harkema is acting as Principal Investigator for the University of Louisville.

c. Frazier's Duties and Obligations in Studies

1. To obtain from the Study Sponsor a comprehensive Protocol for each Study. Any changes to the Protocol made by the Study Sponsor shall be subject to Independent Review Board (“IRB”) approval.
 2. To obtain approval from an IRB and provide to Principal Investigator written documentation of IRB review and approval for each Study. Frazier shall be responsible for any costs associated with IRB approval and review.
 3. To ensure that Study Participants and third-party payors do not incur charges for performance of any Study, except to the extent a third-party payor has agreed to cover such charges.
 4. To provide each Study Participant with a copy of the informed consent form and obtain such consent when requested to do so by Principal Investigator. Frazier shall also place a copy of such consent in the Study Participant’s Study record.
 5. To obtain from each Study Participant a signed authorization form which is compliant with the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”) permitting disclosure of the Study Participant’s Protected Health Information (“PHI”) (as defined in HIPPA) by Frazier and/or the Principal Investigator to Study Sponsor and any clinical trial service providers as required by and in accordance with the Study Sponsor agreement.
 6. Interaction with the Study Sponsor.
 7. Maintenance of all documentation by the Protocol and regulatory compliance standards.
 8. If there are other clinical trial sites, to register each participating clinic site(s) as a sub-investigator site, in the manner required by FDA regulations.
 9. To audit each Study Participant’s chart and bills to ensure that Study tests/procedures have not been accidentally charted/submitted as routine care.
- 5. Compensation.** Provider (Susan Harkema, Ph.D) will provide an average of 40 hours per month, 50 weeks per year. Compensation will equal \$88,000 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. An approved time report form is required with each monthly invoice. Each monthly invoice to include the list of current research projects.

93001 - MEDICAL DIRECTOR

- 1. Department/Division.** Neurosurgery / Physical Medicine & Rehabilitation
- 2. Purpose.** Physical Medicine and Rehabilitation.
- 3. Facility.** Southern Indiana Rehab Hospital (the “*Hospital*”).
- 4. Medical Director.** James Jason Miller, M.D.
- 5. Services.**
 - a. Advise, consult with, assist and provide written recommendations to Facility regarding advances in medical science that are relevant to the Program, which shall include, without limitation, the development, review and implementation of administrative policies and procedures applicable to the operation of the Program, in furtherance of the service goals and objectives of Facility.
 - b. Assist Facility in developing budgets (both operational and capital) for the Program.
 - c. Advise, consult with, assist and provide written recommendations to Facility regarding the development and implementation of operating and treatment policies and procedures to facilitate the consistency and quality of all services provided in the Program, all as part of Facility’s overall quality assurance, risk management and resource effective utilization programs.
 - d. As it relates to the Program, Participate in Facility’s overall quality assurance, risk management, and resource effective utilization review program in accordance with Facility’s written policies, the applicable laws and regulations, and the policies and standards of accrediting organizations.
 - e. Assist Facility with its compliance with all applicable state and federal regulations, as well as all applicable regulations of certifying, licensing and accrediting bodies within the Program.
 - f. Assist Facility with its recruitment of Medical Staff members, other professional personnel and staff who will support the Program.
 - g. Assist Facility in maintaining compliance with the standards of licensing and accrediting bodies, including, but not limited to, The Joint Commission.
 - h. Plan, coordinate, and participate in continuing education and in-service training of Program personnel and the Medical Staff that provide services in the Program, and develop and maintain ongoing relationships within the relative medical community.
 - i. Conduct periodic evaluations of the adequacy and appropriateness of medical services provided in the Program and the physicians, other professionals, and support staff providing such services.

- j. Assist Facility in the preparation of a long-range plan for future activities of the Program, which shall be based upon a thorough evaluation of the current performance of the Program and an assessment of change in reimbursement mechanisms, clinical practice and market conditions.
 - k. Develop and maintain ongoing dialogue with Medical Staff members who provide services in the Program, participate in and accept appointments to ad hoc and standing committees composed of members of the Medical Staff or other personnel, and evaluate medical reports and prepare special reports (if required as a committee member or by Facility).
 - l. Act as liaison between Program elements and auxiliary/support services and departments of the Medical Staff.
 - m. Advise, consult with, assist and provide written recommendations to Facility regarding the interrelationship between the Program and other departments, programs, or personnel at Facility.
 - n. Assure the maintenance of accurate, complete and timely patient and other records regarding the Program in order to facilitate the delivery of quality patient care through the Program.
 - o. Perform such other duties related to the Program's medical direction, including, without limitation, the preparation of such written reports and analyses regarding the results of the Services performed by Medical Director and written recommendations regarding the medical direction of services provided to patients of the Program, as requested by Facility.
 - p. Supervise patient care in the Program.
 - q. Participate in the process of ensuring the adequacy of individual treatment prescriptions and programs, including notations of contraindications and precautions, developed with the participation of professional personnel.
 - r. Assist in facilitating appropriate interaction with and among physicians, patients, administration and governmental agencies.
6. **Compensation.** Medical Director shall provide no less than 40 hours per month, and not to exceed 540 hours per year. Compensation will equal \$150 per hour and up to a maximum of \$81,000 for the Term.
7. **Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

EXHIBIT C
SURGICAL SERVICE LINE

Department of Medicine

Contact Information: University of Louisville
School of Medicine
Department of Medicine
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Jesse Roman, M.D., Chair

Medical Director Services: 23028

Professional Services: 21023, 21055, 21043

Department of Surgery

Contact Information: University of Louisville
School of Medicine
Department of Surgery
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Kelly McMasters, M.D., Ph.D., Chair

Departmental Support: 26008, 26009

Medical Director Services: 23002

Professional Services: 21025, 21026, 21052, 21058

Department Orthopedic Surgery

Contact Information: University of Louisville
School of Medicine
Department of Orthopedic Surgery
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Craig Roberts, M.D., Chair

Professional Services: 21028

21023-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine/Division of Cardiology
- 2. Purpose.** VAD
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide comprehensive care to the VAD patient population at Jewish Hospital and also in the outpatient setting in collaboration with the interdisciplinary team.
 - Performs inpatient rounds on current VAD patients independently including a daily progress note in EMR prior to team rounds
 - Recognizes deviations from normal in the physical assessment and works in collaboration with the VAD team physicians in formulating treatment plans.
 - Relays appropriate information regarding patient care to the collaborating physicians
 - Initiates appropriate actions to facilitate the implementation of therapeutic plans that are consistent with the continuing healthcare needs of the patient
 - Participation in Team Rounds with Attending Cardiologist
 - Writes prescriptions for medication, blood test, routine diagnostic and follow-up studies
 - Requests written consultation from physicians and other healthcare professionals to ensure appropriate and quality patient care.
 - Serves as a resource for inpatient nursing staff and other members of the interdisciplinary team
 - Maintains communication among the interdisciplinary team including surgery, cardiology, inpatient nursing, RN VAD coordinators, perfusion, social work, palliative care, dietitian, and pharmacy.
 - Assesses the physical and psychosocial status of patients by means of interview, health history, physical examination and diagnostic studies in an inpatient and outpatient setting.
 - Interprets and evaluates findings of studies/tests.
 - Timely admission and discharge summary dictation
 - Assists in coordination of discharge plan
 - Assesses and patient and family education needs and provides follow up and reinforcement as indicated.
 - Facilitates new inpatient & outpatient consults for VAD evaluation and follow up including collaboration with referring providers.
 - Triage phone calls from patients and directs care as appropriate
 - Provides care within the parameters of departmental policies and care protocols
 - Shares 24/7 call and weekend coverage

- Shares responsibility for educating community public services (rehabilitation hospitals, Police, Fire, EMS, home health agencies, dialysis centers, and other specialists)
 - Rounds on any patients at the long term care facility within Jewish hospital (Kindred) and the attached rehab facility (Frazier rehab)
 - Goes on an as needed basis to a local skilled nursing facility to review patients if there are any VAD patients there
 - Involvement in outreach initiatives and support of shared care sites
- b. General
- 1) Actively participates in the patient selection committee meetings; monthly VAD quality meetings; and outpatient VAD patient review meetings.
 - 2) Ensures appropriate compliance with VAD selection criteria and protocols.
 - 3) Facilitates removal of identified barriers to patient care
 - 4) Advocate for patient care and organizational objectives
 - 5) Collaborates with the quality team to ensure appropriate clinical data is appropriately collected and assists in verification of data reports.
 - 6) Assists in identifying and/or revising quality metrics for monitoring/evaluating program quality. Engages in the identification of performance improvement opportunities and participates in PI projects.
 - 7) Supports program compliance with external regulatory agencies in the area of quality and accreditation.
 - Maintains current knowledge of requirements related TJC
 - Participates in TJC intracycle calls and on-site program review
- c. Maintains current knowledge of innovations and cutting edge technology in VAD services.
- Keeps abreast of new trends and developments in transplant to ensure the program at Jewish Hospital is current.
 - Establishes and meets individual goals to assure professional growth.
 - Assists in the development of policies and protocols for the programs.
 - Attends at least two hospital and/or community based educational programs relative to this area.
- d. Demonstrates commitment to professional growth and competence.
- Maintains current hospital privileges, licensures, and certifications
 - Completes all required education and in-service programs each year.
 - Attends all relevant or assigned meetings.
 - Demonstrates, maintains, and enhances personal, professional, and managerial growth and development through participation in educational programs, monitoring of current literature, in-service meetings, workshops, and continuing education.
 - Possesses and cultivates the ability to think originally and reactively to

assimilate, integrate, evaluate, and apply all of the data to questions and problems. Displays good problem solving skills.

- Establishes and meets annual individual goals which are developed to assist the department in achieving its established goals or projects.
- 5. Compensation.** Compensation shall not exceed \$90,000 for the Term. Compensation for Physician Extender Services shall be decreased by the amount collected by ULP for Physician Extender Services provided at Hospital pursuant to this Agreement. Quarterly, ULP shall invoice Hospital the difference between the billing and collections of the Physician Extenders.
- 6. Billing.** The date of the invoice shall be the date of submission. Each invoice shall include the Activity Summary report by Physician Extender and the direct cost of salaries, benefits and employment taxes attributable to Physician Extenders.

21025 – PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Surgery / General Surgery
- 2. Purpose.** General Surgery
- 3. Facility.** Frazier Rehabilitation Institute (the “Hospital”)
- 4. Services.**
 - a. Assign a senior surgical resident on a 24/7 basis as needed by the medical staff at Hospital.
 - b. Department shall provide a monthly calendar of who is on call to Hospital.
 - c. Senior surgical resident shall respond within 30 minutes of receiving the call.
- 5. Compensation.** Providers will be available an average of 40 hours per week, 52 weeks a year, with a minimum of 30 hours per week of Services. Compensation will equal \$50,000 for the Term with equal monthly payments.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

21026 - PROFESSIONAL SERVICES SUPPLEMENT

1. **Department/Division.** Department of Surgery / Division of Transplant
2. **Purpose.** Transplant Surgery
3. **Facility.** Jewish Hospital (the “*Hospital*”).
4. **Services.** Provide two (2) FTE physicians in the transplant department to oversee Hospital transplant patients.
5. **Compensation.** 2 FTE Providers shall provide an average of 40 hours per week, 52 weeks per year, with a minimum of 30 hours per week. Compensation shall equal \$751,000 for the Term with equal monthly payments
6. **Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

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21028 –PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Orthopedic Surgery
- 2. Purpose.** Adult reconstructive fellow
- 3. Facility.** Jewish Hospital. (the “Hospital”)
- 4. Services.** Assign an adult reconstructive fellow to work with patients at Hospital.
- 5. Compensation.** Provider shall provide an average of 40 hours per week, 48 weeks per year, with a minimum of 35 hours per week. Compensation shall equal the net of support required after receipt of grant money to help pay for this fellow. The total compensation shall not exceed \$ 65,000.00 with equal month payments.
- 6. Billing.** The date of the invoice shall be the date of submission.

21043 -PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine/Division of Nephrology
- 2. Purpose.** Tissue Typing
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.** Provide tissue typing services upon Hospital’s request for prospective renal transplant patients
- 5. Compensation.** Provider will be available on as needed basis. Compensation shall not exceed \$400,000.00 for the term. Pricing schedule attached.
- 6. Billing.** The date of the invoice shall be the date of submission. A list of procedures shall be submitted with each monthly invoice. University of Louisville, School of Medicine, Department of Nephrology and Hypertension shall submit appropriate Health Insurance Claim forms to Jewish Hospital transplant department for review

Pricing Schedule

University of Louisville Renal Transplant Fee Schedule published by Cahara (Intermediary)

HLA Testing

HLA ABC Typing Class I (Low Res)	\$ 285.00
HLA Class I Single Antigen Typing	\$ 95.00
(Low Res) HLA DR Typing Class II	\$ 300.00
(Low Res)	\$ 100.00
HLA Class II Single Antigen Typing	\$ 100.00
(Low Res) HLA B27	\$ 220.00
HLA Class I T Cell X-Match	\$ 250.00
HLA Class II B	\$ 220.00
Cell X-Match HLA	\$ 250.00
Class I Auto X-Match	\$ 50.00
HLA Class II Auto X-Match	
Match ABO/RH	\$ 200.00

Antibody Screen

Luminex Mixed Anti-Screen	\$ 575.00
Luminex Single Antigen Bead (SAB) Class I	\$ 300.00
Luminex Single Antigen Bead (SAB) Class I w/ Titration	\$ 575.00
Luminex Single Antigen Bead (SAB) Class II	\$ 315.00
Luminex Single Antigen Bead (SAB) Class II w/ Titration	\$ 220.00
PRA Cytotoxicity Ext. Characterization	\$ 300.00
PRA Cytotoxicity Antibody Screen	\$ 575.00
Donor Specific Antibody (DSA) Class I	\$ 630.00
Donor Specific Antibody (DSA) Class I w/ Titration	\$ 940.00
Donor Specific Antibody (DSA) Class II	\$ 220.00
Donor Specific Antibody (DSA) Class II w/ Titration	\$ 250.00
Cadaver Testing	
Cadaver HLA (ABC/DR)	\$ 30.00
Cadaver Workup	\$ 35.00
(ABC,DR,ABO/RH) Cadaver T	\$ 75.00
Cell X - Match	
Cadaver B Cell X - Match	\$ 55.00
Hepatitis	
Hepatitis B Surface Antigen	\$ 25.00
(HBsAG) Hepatitis B Surface	\$ 35.00
Antibody (HBsAB) Hepatitis C	\$ 110.00
Antibody	\$ 35.00
	\$ 100.00
Chemistries	
Ferritin	\$ 335.00
Serum Fe	\$ 100.00

21052-PROFESSIONAL SERVICES

1. **Department/Division.** Department of Surgery
2. **Purpose.** Islet Auto-Transplantation
3. **Facility.** Jewish Hospital (the “*Hospital*”).
4. **Services.** Department shall provide the following:
 - a. Reagents and supplies
 - b. Islet quality assessment (viability, endotoxin)
 - c. Microbiology testing
 - d. Regulatory – FDA paper work
 - e. Improving islet process (additional validations)
 - f. Personnel (includes four (4) team members; salary and benefits)
 - g. Clean Room (cGMP lab) charges
 - h. Clean Room (cGMP lab) operations
 - i. Quality Assurance
 - j. Equipment maintenance contracts and repairs
 - k. Procedure performed while islets are still viable

University will perform an islet isolation to produce islets in a manner that is safe for infusion into a patient during the surgical operation.
5. **Compensation.** Providers shall be available on an as-needed basis. Compensation Services Supplement will equal \$45,000 per procedure, not to exceed \$540,000 for the Term.
6. **Billing.** The date of the invoice shall be the date of submission. A list of procedures shall be submitted with invoices.

21055-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine/Division of Cardiology
- 2. Purpose.** Cardiac Evaluations in kidney transplant
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide weekly reviews of the Program’s candidates’ charts to determine candidacy for kidney transplants.
 - b. Collaborate with Program leadership to continue to refine the risk stratification protocols for kidney transplantation.
 - c. Collaborate with Program leadership to monitor cardiac events in the post-transplant kidney population.
- 5. Compensation.** Provider (Michael P. Flaherty, M.D., Ph.D) shall provide an average of 10 hours per month not to exceed 120 hours per year. Compensation shall be payable at the hourly rate of \$150.00, not to exceed \$18,000 for the Term,
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

21058-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Surgery
- 2. Purpose.** Chief of Surgery
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.** Chief of Surgery will perform the Services described below;
 - a. Serve as Chair of the Department of Surgery
 - b. Serve on the Medical Executive Committee (“MEC”) of Hospital;
 - c. Communicate with the MEC, President or his/her designee and the Hospital administration and represent the opinions, policies, concerns, needs and grievances of the Medical Staff;
 - d. Speak for the Medical Staff on external professional and public relations matters;
 - e. Report regularly to the President of the Hospital on quality and patient care;
 - f. Communicate the policies of the MEC to the Medical Staff;
 - g. Assure Medical Staff compliance, cooperation and participation in Hospital quality improvement and utilization management programs;
 - h. Enforce the Medical Staff Bylaws, Rules and Regulations, policies and procedures and ensure compliance with and adherence to procedural safeguards under the Fair Hearing Plan, where it is applicable;
 - i. Assist with meeting the requirements of The Joint Commission, State Licensure, Medicare and other accrediting or licensing agencies; and
 - j. Perform such other tasks as the MEC or Hospital Board may reasonably request
- 5. Compensation.** Provider (Erica Sutton, M.D.) to provide a minimum of 4 hours per month, not to exceed 50 hours per year. Compensation shall equal \$150 per hour with a maximum of \$7,500 per Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23002- MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Surgery/ Division of Transplant
- 2. Purpose.** Transplant Surgery
- 3. Medical Director.:** Christopher M. Jones, M.D.
- 4. Facility.** Jewish Hospital (the “*Hospital*”).
- 5. Services.**
 - a. Representation of Hospital in matters relating to regional and national transplant activities;
 - b. Establishment of criteria for the final selection of patients as candidates for transplantation and monitoring of adherence to established criteria;
 - c. Responsibility for the teaching and training of medical students, interns, residents, and trainees of any kind assigned by Hospital, including, but not limited to, the assignment of the resident or fellow in training to each lung transplant patient where consistent with affiliation agreements between Hospital and School of Medicine;
 - d. Participation in activities to increase organ donation to facility and growth of the Program;
 - e. Monitoring of immediate perioperative, intraoperative and postoperative care of all patients of the Program and formal consultation if so requested by the attending physician; and
 - f. Assistance in the support of existing Certificates of Need for the Program and the development of the future Certificates of Need, as necessary.
- 6. Compensation.** Medical Director will provide no less than 65 hours per month, not to exceed 833 hours per year. Compensation will equal \$150 per hour and up to a maximum of \$10,416.67 per month with a maximum of \$125,000 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23028 - MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Medicine/Division of Nephrology
- 2. Purpose.** Kidney Transplant
- 3. Medical Director.** Lina Mackelaite, M.D.
- 4. Facility.** Jewish Hospital (the “*Hospital*”).
- 5. Services.**
 - a. Devotion of best efforts to the management, conduct and operation of the Hospital Kidney Transplant Program in accordance with the policies and practices of Hospital.
 - b. Development of Hospital Program goals and objectives.
 - c. Provision of medical direction and leadership to the Hospital Kidney Transplant Program.
 - d. Development and assurance of compliance with the Hospital Kidney Transplant Program operating policies, treatment protocols and procedures which assure high quality patient care.
 - e. Ongoing development and implementation of the Hospital Kidney Transplant Program's Quality Assurance Program.
 - f. Provision of liaison between Hospital Kidney Transplant Program and auxiliary/support services and the Medical Staff, as appropriate.
 - g. Assurance of Hospital Kidney Transplant Program compliance with all applicable state and federal regulations, as well as all applicable regulations of certifying, licensing and accrediting bodies.
 - h. Representation of JHSMH in matters relating to regional and national Hospital Kidney Transplant Program-related activities.
 - i. Regularly conduct an appraisal and evaluation of the Hospital Kidney Transplant Program, to be submitted to the executive team, and the medical staff quality committee.
 - j. Participate in the oversight of service and clinical quality of Hospital Kidney Transplant Program, participate in performance improvement, and respond to program issues, as necessary.
 - k. Participate in outreach initiatives to grow the Hospital Kidney Transplant Program across Kentucky and surrounding region.
 - l. Chair the Hospital's kidney/pancreas quality committee.
 - m. Co-chair, with a representative from abdominal transplant surgery, the Hospital's living donor transplant program.
 - n. Create/revise policies and procedures for kidney and kidney/pancreas transplant
 - (i) Review policies and procedures every January, and revise as needed.
 - o. Develop, implement and monitor standardized protocols and procedures for pre-and post- transplant coordinators, including multiple locations as

appropriate.

- p. Initiate and /or approve all changes to policies, procedures or other key operations involving kidney transplant, living donor protocols, or nephrology care for other solid organ transplant patients.
 - q. Review, and present at the TQI, the 6 month SRTR and all similar quality and safety data.
 - r. Participate in all regulatory, insurance, or other outside agency survey reviews or other activities, as required to optimally support the program.
 - s. Arrange for 24/7 availability of nephrology consultation for all kidney and pancreas offers, including the capability for a nephrologist to be physically present at the hospital within one hour (*). When these duties are not covered by the medical director of transplant nephrology, the covering transplant nephrologist will perform the duties.
 - t. Attend and participate in all appropriate selection committee meetings, including living donor selection meetings, except for vacations or other excused absences.
 - u. Along with the division of abdominal transplant surgery, develop and participate in outreach efforts to grow the patient volume and catchment area of the transplant program. Establish an equitable schedule for provision of clinical services at all established outreach clinics.
 - v. Arrange for 24/7 availability of nephrology consultation to other solid organ transplant programs, with nephrologists qualified by training and experience to provide nephrology consultation for solid organ transplant patients.
 - w. Present morbidity and mortality or other quality data as requested at the TQO or other conferences.
 - x. Other reasonable duties as assigned by the president or chief medical officer of Hospital
- 6. Compensation.** Medical Director will provide the Services no less than 40 hours per month, and not to exceed 500 hours per year. Compensation will equal \$150 per hour and up to a maximum of \$75,000 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

26008 - DEPARTMENTAL SUPPORT

- 1. Department/Division.** Department of Surgery / Division of Transplant
- 2. Purpose.** In order to facilitate and support the School of Medicine's efforts towards furthering its education, research and medical services activities, including those of the Department and the program, Grantor shall provide the financial support as herein to the School of Medicine.
- 3. Compensation.** The Compensation equals \$501,000 for the Term and will be distributed in equal monthly installments.

26009 - DEPARTMENTAL SUPPORT

- 1. Department/Division.** Department of Surgery
- 2. Purpose.** In order to facilitate and support the School of Medicine's efforts towards furthering its education, research and medical services activities, including those of the Department and the program, Grantor shall provide the financial support as herein to the School of Medicine.
- 3. Compensation.** The Compensation amount equals \$358,800 for the Term and will be distributed in equal monthly installments.

EXHIBIT D
MEDICINE SERVICE LINE

Department of Medicine

Contact Information: University of Louisville
School of Medicine
Department of Medicine
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Jesse Roman, M.D., Chair

Departmental Support: 26002

Medical Director Services: 23006

Professional Services: 21001, 21050, 21056, 23007, 25001, 25007, 26006

21001 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine/Division of Critical Care
- 2. Purpose.** Intensivist
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
Provide services in ICU units B and F.
 - a. Admission to ICU
 - i. Assure ICU Admission Criteria are met
 - ii. Coordinate the acceptance and transition of care for patients from the transferring physician (external facility, ED, or attending physician).
 - iii. Physically attend all patients admitted to the ICU (or assure patient is physically attended by appropriate specialty physician) as soon as clinically indicated based on the patient’s need and acuity but in all cases within applicable Medical Staff Bylaws requirements.
 - iv. Accept and provide critical care services for “unassigned” patients based on an allocation methodology developed and approved by the CCSPOC and the Hospital leadership.
 - b. Patient Management in the ICU
 - i. Serve as the Attending Physician for all patients admitted to the assigned ICUs.
 - ii. Assure appropriate utilization of specialty consultation in the ICU.
 - iii. Determine the roles and responsibilities of all physicians providing care for an individual patient.
 - iv. Coordinate the patient’s care with all physicians consulting or providing care during the patient’s stay in the ICU.
 - v. Clarify and/or reconcile conflicts in the care or inconsistencies between consulting physicians and their orders.
 - vi. Assure compliance with utilization of CCSPOC and Medical Staff approved policies, order sets, evidence-based protocols (bundles, guidelines, etc), and best practices.
 - vii. Reconcile all medications and treatments upon admission and discharge from the ICU.
 - viii. Coordinate and assume responsibility for communication between the hospital staff and consulting physicians with patients and their families.
 - ix. Determine the patient’s code status and document in the medical record within twenty-four (24) hours of ICU admission.
 - x. Provide assistance for other intensivists’ patients in urgent or emergent situations.
 - c. Rounding in the ICU

- i. Lead daily (except weekends and holidays) multi-disciplinary rounds on all patients in the assigned ICUs.
 - ii. Assist in the development of daily goals and care plans for patients in the assigned ICUs.
 - iii. Collaborately work with ICU staff (Nursing, Pharmacy, Respiratory Therapy, Care Management, etc.) regarding patient care related matters.
 - d. Discharges from ICU
 - i. Assure ICU Discharge Criteria are met.
 - ii. Coordinate the orderly transfer and transition of care for patients transferring out of ICU with the receiving physician and nursing unit.
 - iii. Recommend to the receiving physician all treatments, medications, and consultations to be continued on discharge from the ICU.
 - e. Performance Improvement in ICU
 - i. Work with the Hospital Staff and Administration to assure the appropriate availability of ICU beds for patients as required.
 - ii. Cooperate with CCSPOC and the Hospital regarding issues of bed usage and availability, quality of care, resource utilization and other operational issues or performance improvement initiatives.
 - iii. Review and respond to data/performance measures in an effort to improve the overall care provided in the ICUs.
5. **Compensation.** Providers consist of physicians board certified or board eligible in Critical Care Medicine or grandfathered; or nurse practitioners and or/physician assistants and/or critical care fellows who are practicing and supervised by intensivists. Onsite presence in the ICUs are required of a provider required twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks per year. Physician onsite presence in the ICUs generally is required from 8:00 AM until 5:00 PM on all weekdays (Monday through Friday), except during holidays. Physician onsite presence in the ICUs on weekend days and holidays will be as reasonably require to provide quality patient care, including rounding, consulting, and multi-disciplinary team meetings as necessary. A nurse practitioner or physician assistant or critical care fellow must be onsite in the ICUs when the physician is no longer present. Compensation will equal \$268,000 for the Term.
6. **Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice

21050-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine / Division of Infectious Disease
- 2. Purpose.** Infectious Disease
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.** Through one or more Providers approved by Hospital shall provide below
 - a. Conduct infectious disease/epidemiology review at Hospital;
 - b. Prepare report of findings and provide recommendations to Hospital;
 - c. Consult with Hospital as needed; and
 - d. Provide related services as requested by Hospital.
- 5. Compensation.** Provider shall be reasonably available and personally present at Hospital on a regular basis to perform Services up to 300 hours for the Term. Compensation shall be at an hourly rate of \$150.00, not to exceed \$45,000.00 for the Term. Department shall not bill any third party payer, including, without limitation, Medicare or Medicaid, or any patient or beneficiary for the Services provided by Provider.
- 6. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

21056-PROFESSIONAL SERVICES SUPPLEMENT

- 1. Department/Division.** Department of Medicine /Division of Gastroenterology
- 2. Purpose.** Motility Clinic
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a. Provide Physician Extenders Services required by Hospital in the operation of Hospital Department.
 - b. Physician Extenders shall perform all duties required of a Physician Extender in the Motility Clinic of Hospital.
 - c. The services will be provided under the supervision of Dr. Abell.
- 5. Compensation.** Provide 1 FTE Physician Extender. Compensation shall not exceed \$90,000 for the Term. The compensation for Physician Extender Services shall be decreased by the amount collected by ULP for Physician Extender Services provided at Hospital.
- 6. Billing.** The date of the invoice shall be the date of submission. Include an Activity Summary report by Physician Extender and the direct cost of salaries, benefits and employment taxes attributable to Physician Extenders with the monthly invoice. Quarterly, ULP shall invoice Hospital the difference between the billing and collections of the Physician Extenders.

23006 - MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Medicine/Division of Nephrology
- 2. Purpose.** Nephrology / Dialysis
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Medical Director.** Mohamed N. El Kheir, M.D.
- 5. Services.**
 - a. Advise, consult with, assist and provide written recommendations to Facility regarding the development and implementation of operating and treatment policies and procedures to facilitate the consistency and quality of all services provided in the Program, all as part of Facility’s overall quality assurance, risk management and resource effective utilization programs.
 - b. Participate in Facility’s overall quality assurance, risk management, and resource effective utilization review program in accordance with Facility’s written policies, the applicable laws and regulations, and the policies and standards of accrediting organizations.
 - c. Plan, coordinate, and participate in continuing education and in-service training of Program personnel and the Medical Staff that provide services in the Program, and develop and maintain ongoing relationships within the relative medical community.
 - d. Conduct periodic evaluations of the adequacy and appropriateness of medical services provided in the Program and the physicians, other professionals, and support staff providing such services.
 - e. Act as liaison between Program elements and auxiliary/support services and departments of the Medical Staff.
 - f. Advise, consult with, assist and provide written recommendations to Facility regarding the interrelationship between the Program and other departments, programs, or personnel at Facility.
 - g. Assure the maintenance of accurate, complete and timely patient and other records regarding the Program in order to facilitate the delivery of quality patient care through the Program.
 - h. Supervise patient care in the Program.
 - i. Ensure and facilitate appropriate interaction with and among physicians, patients, administration and governmental agencies.
- 6. Compensation.** Medical Director will provide Services no less than 10 hours per month, and not to exceed 150 hours per year. Compensation equal \$150 per hour and up to a maximum of \$22,500 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

23007 - MEDICAL DIRECTOR SERVICES

- 1. Department/Division.** Department of Medicine/Division of Pulmonary
- 2. Purpose.** Intensivists.
- 3. Medical Director.** Mohammed Saad, M.D.
- 4. Facility.** Jewish Hospital (the “*Hospital*”).
- 5. Services.**
 - a. Provide clinical and professional leadership to the Intensivist Program for the assigned ICUs.
 - b. Actively participate in the Critical Care Services Physician Oversight Council (CCSPOC) and represent your ICUs and Provider Team.
 - c. Lead (or designate a leader) daily meeting/multi-disciplinary rounds in assigned ICUs with participation from Pharmacy, Care Management, Nursing, Respiratory Therapy, Dietary and others as needed. Such meetings do not include seeing patients in the ICU.
 - d. Review data and reports from hospital staff regarding outcomes, quality assurance and performance improvement activities based in data and support provided by CCSPOC.
 - e. Oversee and assist in appropriate utilization and management of Intensivist Services within the assigned ICUs including bed management, transfer decisions, and appropriate utilization of Medical Imaging, Pharmacy, Laboratory, Physician Consultations and other services.
 - f. Oversee the training, supervision, and monitoring of Nurse Practitioners providing Critical Care Services on your team’s behalf in the assigned ICUs.
- 6. Compensation.** Medical Director will provide Services no less than 40 hours per month, not to exceed 507 hours per year. Compensation will equal \$150 per hour and up to a maximum of \$76,000 for the Term.
- 7. Billing.** The date of the invoice shall be the date of submission. A time report form is required with each monthly invoice.

25001-PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine / Division of Gastroenterology
- 2. Purpose.** GI fellow
- 3. Facility.** Jewish Hospital (the “Hospital”)
- 4. Services.** Assign a GI fellow to work with faculty at Hospital seeing patients.
 - a. Provide name of fellow to ensure not being counted on GME funding from hospital.
 - b. Provide calendar showing where fellow is working on a monthly basis
- 5. Compensation.** Provider shall provide on average of 40 hours per week, 48 weeks per year, with a minimum of 35 hours per week of Services. Compensation will equal \$72,000 for the Term with equal monthly payments
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each invoice.

25007 –PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Medicine/Division of Pulmonary
- 2. Purpose.** Pulmonary fellows
- 3. Facility.** Jewish Hospital (the “Hospital”)
- 4. Services.** Assign 2 pulmonary fellows to work with faculty intensivists at Hospital
- 5. Compensation.** Providers will provide an average of 40 hours per week, 50 weeks per year, with a minimum of 35 hours per week of Services. Compensation will equal \$156,000 for the Term, with equal monthly payments.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each invoice.

26002 - DEPARTMENTAL SUPPORT

- 1. Department/Division.** Department of Medicine / Division of Gastroenterology
- 2. Purpose.** Grantor will grant and transfer to School of Medicine the Grant for the purpose of providing monetary support for fellows, faculty research and teaching.
- 3. Compensation.** The Compensation equals \$370,712 for the Term and will be distributed in equal monthly installments.

26006 - PROFESSIONAL SERVICES

- 1. Department/Division.** Medicine / Gastroenterology
- 2. Specialty.** Motility
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.**
 - a.** To support the efforts in the motility clinic and the work that Dr. Abell and one (1) Physician Extender are performing within the clinic.
 - b.** Dr. Abell shall provide the Hospital services required to maintain the motility clinic.
- 5. Compensation.** Providers provide shall devote a minimum average of 35 hours per week, 48 weeks per year. Compensation will equal \$231,430 for the Term with equal monthly installments
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

EXHIBIT E

FAMILY & GERIATRIC MEDICINE SERVICE LINE

Department of Family & Geriatric Medicine

Contact Information: University of Louisville
School of Medicine
Department of Family & Geriatric Medicine
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Jonathan Becker, M.D., Chair

Professional Services: 25002, 25003

25002 – PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Family & Geriatric Medicine
- 2. Purpose.** Sports medicine
- 3. Facility.** Cardinal Station “the Hospital”
- 4. Services.**
 - a. Support a sports medicine fellow (1 FTE) to work with patients at Cardinal Station to help with rehabilitation of sports related injuries.
 - b. Support faculty at Cardinal Station
- 5. Compensation.** Compensation will equal \$144,540 for the Term with equal monthly payments. Sports medicine fellow shall provide an average of 35 hours per week, 48 weeks per year, with a minimum of 30 hours per week.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice.

25003 – PROFESSIONAL SERVICES

- 1. Department/Division:** Department of Family & Geriatric Medicine
- 2. Purpose.** Family and geriatric resident program
- 3. Facility.** Cardinal Station (the “Hospital”)
- 4. Services.**
 - a. Support family and geriatric residents to work with faculty at Cardinal Station seeing patients.
 - b. Support faculty at Cardinal Station.
- 5. Compensation.** Providers shall provide an average of 30 hours per week, 52 weeks per year, with a minimum of 25 hours per week. Compensation will equal \$293,460 for the Term with equal monthly payments.
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each monthly invoice

EXHIBIT F

ALL OTHER SERVICES

Department of Pediatrics

Contact Information:

University of Louisville
School of Medicine
Department of Pediatrics / Pediatric Cardiology
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Charles Woods, M.D., MPH Chair

Professional Services:

21060

Department of Urology

Contact Information:

University of Louisville
School of Medicine
Department of Urology
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Murali K. Ankem, M.D., Chair

Departmental Support:

26004

Department of Otolaryngology-Head and Neck Surgery and Communicative Disorders

Contact Information:

University of Louisville
School of Medicine
Department of Otolaryngology
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Jeffrey M. Bumpous, M.D., Chair

Departmental Support:

26010

Department of Radiation Safety

Contact Information:

University of Louisville
School of Medicine
Department of Radiation Safety
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Cheri Hildreth, Director

Professional Services:

28005

Department of Athletics

Contact Information: University of Louisville
Department of Athletics
2125 S. Floyd Street
Louisville, Kentucky 40292
Attn: Tom Jurich, Vice President

Professional Services: 28008

Department of Continuing Medical Education & Professional Development

Contact Information: University of Louisville
School of Medicine
Department of Continuing Medical Education &
Professional Development
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: Daniel Cogan, E.D.D., FAODME, Assistant Dean

Professional Services: 28009

Department of Anatomical Sciences & Neurobiology

Contact Information: University of Louisville
School of Medicine
Department of Anatomical Sciences & Neurobiology
323 East Chestnut Street
Louisville, Kentucky 40202-1823
Attn: William Guido, Ph.D., Chair

Professional Services: 28011

21060-PROFESSIONAL SERVICES

1. Department/Division. Department of Pediatrics / Division of Cardiology

2. Purpose. Pediatric Cardiology

3. Facility. Our Lady of Peace Hospital (the “*Hospital*”).

4. Services.

Provide care of Hospital’s pediatric inpatients on an as-needed basis as follows

- a. Perform interpretations of EKGs;
 - b. Verify EKG interpretations provided by Department as requested by Hospital on a monthly basis;
 - c. Meet recognized standards of quality in interpreting EKGs; and
 - d. Complete EKG interpretations within 24 hours of receipt of each EKG Monday 8:00 AM – Friday @ 3:30 PM. Non-urgent weekend tracings will be interpreted by the following Monday. For urgent EKG tracings at night or on weekends, Hospital will contact Pediatric Cardiology answering service at 502-585-4802 to notify the physician on call of the need for a STAT interpretation.
- 5. Compensation.** Providers shall be available on an as-needed basis and pursuant to a schedule mutually agreed upon by the parties. Compensation shall equal \$450 per month with a not to exceed amount of \$5,400 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A list of procedures performed is required with each monthly invoice.

26004 - DEPARTMENTAL SUPPORT

- 1. Department/Division.** Department of Urology
- 2. Purpose.** In order to facilitate and support the School of Medicine's efforts towards furthering its education, research and medical services activities, including those of the Department and the program, Grantor shall provide the financial support as herein to the School of Medicine.
- 3. Compensation.** The compensation equals \$175,000 for the Term and will be distributed in equal monthly installments.

26010 - DEPARTMENTAL SUPPORT

- 1. Department/Division.** Department of Otolaryngology Head and Neck Surgery and Communicative Disorders
- 2. Purpose.** In order to facilitate and support the School of Medicine's efforts towards furthering its education, research and medical services activities, including those of the Department and the program, Grantor shall provide the financial support as herein to the School of Medicine.
- 3. Compensation.** The Compensation equals \$200,000 for the Term and will be distributed in equal monthly installments.

28005 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Environmental Health & Safety / Division of Radiation Safety
- 2. Purpose.** Radiation Safety
- 3. Facility.** Jewish Hospital, Medical Center Jewish East, Medical Center Jewish Northeast, Sts. Mary's & Elizabeth Hospital, Jewish Hospital Shelbyville, Medical Center Jewish South and Medical Center Jewish Southwest (the "**Hospitals**").
- 4. Services.**
 - a. Film Badges:
 - i. Order and process all radiation badging as needed
 - ii. Determine and issue appropriate personnel badging
 - iii. Receive and interpret badge readings, provide copies of badge reports to each Hospital Program
 - iv. Conduct exposure investigations of employees showing elevated readings, consult employees regarding dose reduction
 - v. Provide counseling for exposed pregnant workers and badges as required
 - vi. Provide yearly annual exposure NRC "Form A" to badged individuals
 - b. Quarterly Audits and Radiation Surveys:
 - i. Conduct quarterly audits of operations and radiation surveys for Nuclear Medicine
 - ii. Identify items of non-compliance to Hospital licenses, State and Federal regulations
 - iii. Write quarterly reports and follow up on corrective actions
 - iv. Submit quarterly reports to managers over Nuclear Medicine
 - c. Survey Meter Calibration:
 - i. Maintain master inventory of all survey instruments
 - ii. Schedule and perform required calibrations of meters
 - iii. Provide "loaner" meters and facilitate repairs as necessary
 - d. Dose Calibrator QA:
 - i. Maintain master calendar of due dates for QA calibrations of Dose Calibrators
 - ii. Perform quarterly and annually required QA calibrations of Dose Calibrators
 - iii. Perform "set up" calibrations should a replacement Calibrator be brought in
 - iv. Jewish Hospital locations will acquire radiation calibration sources as directed
 - e. Incident Response (24/7):
 - i. Respond with oversight labor to any radioactive spill
 - ii. Provide advice and training to anyone performing spill cleanup

- iii. Provide appropriate materials, as possible for cleanup operations
 - iv. Confirm cleanup with post-cleanup surveys
 - v. Jewish Hospital will notify the RSO of all spills. Radiation Safety will respond as appropriate to the magnitude of the spill
- f. Training:
 - i. Provide initial training on radioactive material, to both users and support staff
 - ii. Provide annual training for support staff on “implants,” e.g. prostate, Ir-192, I-131, Sm-153
 - iii. Provide yearly in-service refresher training for users and support staff for radioisotopes
 - iv. Provide appropriate levels of training to hospital staff and provide specific training upon request
 - v. Provide training master list to the Director of Staff Development
- g. RSO Oversight:
 - i. Provide State and Federal mandated Radiation Safety Officer
 - ii. Oversight for the compliant use of radioactive material
- h. Tech Support:
 - i. Provide a trained labor force for calibrations, testing, and spill response
 - ii. Provide shielding design upon request and evaluation of rooms requiring shielding for Radiology
- i. Observation of Patient Procedures:
 - i. Observe a sampling of patient procedures to verify the safe and compliant dosing of patients at Jewish Hospital locations which require written directives
- j. License Support:
 - i. Provide the hospital with the structure and support of a Specific Scope, Medical Type “A” Radioactive Materials License for each facility.
 - ii. Provide communications with the State regarding the issuing and servicing of the Radioactive Materials License
 - iii. Write any required reports to the state involving incidents or overexposures
 - iv. Distribute report to the managers over Nuclear Medicine
- k. Radioactive Purchases:
 - i. Track and oversee radioactive material purchases for Nuclear Medicine
- l. Leak Tests:
 - i. Perform State mandated leak tests on all radioactive sealed sources every 6 months
 - ii. Maintain a State auditable database for all leak tests performed
 - iii. Distribute leak test reports to the manager over Nuclear Medicine

- m. Inventory:
 - i. Maintain a State auditable data base for all radioactive materials
 - ii. Update quarterly all radioactive materials inventory and provide record to the Facilities
 - iii. Distribute inventory reports to the manager over Nuclear Medicine
- n. Waste & Surplus Equipment:
 - i. Monitor the safe storage of waste radioactive materials for Nuclear Medicine
 - ii. Monitor disposition of sealed sources
 - iii. Confirm proper disposal of waste radioactive materials for final disposition
 - iv. Maintain a State auditable database for the disposition of all radioactive material
- o. On Call HP Support for Emergency Support:
 - i. On call 24/7 to support any emergency response at Jewish Hospital locations involving radioactive material
 - ii. Provide expertise and instrumentation as necessary for emergency response at Jewish Hospital locations.
- p. Radiation Dose Calculations:
 - i. Provide fetal dose calculations in conformance to The Joint Commission requirements upon request
 - ii. Provide skin dose calculations as needed for patients receiving increased amounts of fluoroscopy
 - iii. Perform protection survey for all radiation producing machines and radioactive materials.
- q. Records Distribution and Retention:
 - i. Retain State auditable records of all audit and survey activities regarding hospital health physics support at Jewish Hospital locations.
 - ii. A week prior to the Radiation Safety Committee meetings, provide document copies of the following activities to the manager over Nuclear Medicine:
 - 1. Radiation protection surveys
 - 2. Quarterly inventory reports
 - 3. Radiation dosimetry reports
 - 4. Quarterly management plan audits
- r. Provide patient consultation as needed.
- s. Radiation Safety Committee:
 - i. Radiation Safety Officer and other personnel from the University as needed to attend each Radiation Safety Committee meeting
 - ii. Minutes will be written and reviewed by the Radiation Safety Office
 - iii. Copies of the minutes will be kept at Jewish Hospital.

- t. Pay all licensing fees for radiation producing machines and radioactive materials to the Commonwealth of Kentucky annually. Bill the hospital for dosimetry badge costs if needed.
5. **Compensation**. Each Qualified Person or class of Qualified Persons who will perform Services pursuant to this Service Supplement, if any, has been identified in writing to Facility prior to such individual performing Services pursuant to this Service Supplement. Compensation will equal \$144,116, payable in one lump sum upon execution of the Master Agreement.
6. **Billing**. The date of the invoice shall be the date of submission.

28008 - PROFESSIONAL SERVICES

- 1. Department/Division.** Department of Athletics
- 2. Purpose.** Sports Medicine
- 3. Facility.** Frazier Rehabilitation Institute (the “*Hospital*”).
- 4. Services.**
 - a. Provide 4 FTE Athletic Trainers, 1 FTE Nutritionist, 1 FTE Director of Clinical Services and a Sports Medicine Intern.
 - b. Make available to Hospital one or more Athletic Trainers or Nutritionist for special events pertaining to sports medicine.
- 5. Compensation.** Each person or class of persons who will perform Services. Compensation will equal \$302,421, payable monthly as listed below:

1 FTE Men’s Basketball Athletic Trainer	\$6,250.00
1 FTE Olympic Sports Program Athletic Trainer	\$2,916.00
1 FTE Olympic Sports Program Athletic Trainer	\$2,618.75
1 FTE Olympic Sports Program Athletic Trainer	\$2,500.00
1 FTE Sports Nutritionist	\$5,000.00
1 FTE Director of Clinical Services	\$5,292.00
1 Sports Medicine Internship	\$625.00
- 6. Billing.** The date of the invoice shall be the date of submission. A monthly calendar is required with each month invoice. In the event that any of the above-mentioned positions is vacant at any time and for any reason, the parties agree that Hospital shall not be obligated to make any payments in support of that position, until Hospital is satisfied that the position has been filled.

28009 - PROFESSIONAL SERVICES

- 1. Department/Division.** Continuing Medical Education & Professional Development
- 2. Purpose.** CME Services
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.** Provide CME accreditation services to Hospital.
- 5. Compensation.** Person(s) that provide services will be identified in writing to Hospital prior to such individual performing Services. Compensation will not exceed \$68,000 for the Term, with equal monthly payments
- 6. Billing.** The date of the invoice shall be the date of submission. A list of CME services is required with each monthly invoice.

28011 - PROFESSIONAL SERVICES SUPPLEMENT

- 1. Department/Division.** Department of Anatomical Sciences & Neurobiology
- 2. Purpose.** Cadaver tissue samples
- 3. Facility.** Jewish Hospital (the “*Hospital*”).
- 4. Services.** When ordered by the Vice President Surgical Division, supply cadaver tissue samples for Hand Surgery and other Surgical Departments of Hospital.
- 5. Compensation.** Each person who will perform services, will be identified in writing to Hospital prior to such individual performing services. Compensation shall not exceed \$32,500 for the Term.
- 6. Billing.** The date of the invoice shall be the date of submission. A list of tissue provided, quantity and cost is required with each invoice.