

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**.”

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:

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

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

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

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

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

11.9 Survival. Neither the expiration nor other termination of this Agreement shall terminate those obligations and rights of the Parties that have arisen from performance during the

period in which this Agreement was in effect, or that by their express terms are intended to survive, and except as specifically limited herein, such rights, obligations and provisions shall survive the expiration or other termination of this Agreement.

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

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

KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation

By: Gregory C. Postel
Name: Gregory C. Postel, MD
Title: Interim EVP/HA

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

KENTUCKYONE HEALTH, INC., a Kentucky nonprofit corporation

By: _____
Name: _____
Title: _____

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. Marshall
Name: Kenneth P. Marshall
Title: PRESIDENT

EXHIBIT A
UNIVERSITY OF LOUISVILLE RESIDENT POSITIONS

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
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TOTAL	51

Frazier Rehabilitation Hospital
Program

Physical Medicine & Rehab rotation	5
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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