

SECOND AMENDMENT TO
QUALITY AND CHARITY CARE TRUST AGREEMENT

This Second Amendment to the Quality and Charity Care Trust Agreement first entered into by the parties January 27, 1983 and amended by them January 1, 1994 (hereinafter collectively the "Agreement") is made and entered into this 30th day of June, 1995 by and among Jefferson County, Kentucky acting by and through its County Judge/Executive; the City of Louisville, Kentucky acting by and through its Mayor; the University of Louisville acting by and through its President; the Commonwealth of Kentucky acting by and through its Governor; and Galen of Virginia, Inc. a Virginia corporation with its principal place of business at 2000 Warrington Way, Suite 245, Louisville, Kentucky (hereinafter the "Corporation").

WITNESSETH:

WHEREAS the General Assembly of the Commonwealth of Kentucky in the 1994 First Extra Session enacted House Bill 2 which was signed by the Governor and enrolled as law, which provides in part at Section 50c.2 regarding Medicaid appropriations:

"Notwithstanding any other provision of this Act or law, in any fiscal year for which all the parties to the Quality and Charity Care Trust Agreement so agree, the General Fund appropriation to fulfill the Commonwealth's contractual

obligation relating to the Quality and Charity Care Trust Agreement or any portion thereof, together with any other funds paid to the Quality and Charity Care Trust for contractual obligation of the parties, or any portion thereof, shall be transferred to the Department for Medicaid Services as part of its Restricted Fund appropriation for Benefits. In any fiscal year for which all the parties to the Quality and Charity Care Trust Agreement do not agree to transfer all or any portion of the Trust's revenues to the Department of Medicaid Services for Benefits, the Quality and Charity Care Trust shall operate pursuant to its contractual provisions."

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, recognizing the benefits derived and the social purposes served by Corporation continuing to discharge the obligation to provide for the hospital care needs of economically disadvantaged persons who have historically been ministered to by the University of Louisville and its hospital as a public service in the course of its teaching programs, and in consideration of the efficiencies and oversight capabilities of the Department of Medicaid Services to facilitate legislative intentions, the parties agree as follows:

1. Existing Agreement

The Agreement, which continues as set forth originally with its single prior amendment of January 1, 1994 and is administered by Quality and Charity Care Trust, Inc. (hereinafter the "Trust"), a Kentucky not for profit corporation created and operated per Section 3 of the

Agreement, is hereby ratified without modification except as mutually agreed hereinafter.

2. Second Amendment Term

The effective date of the provisions of this Second Amendment shall commence July 1, 1994 and shall continue until June 30, 1995.

3. Trust's Obligations

For the term of this Second Amendment, the parties mutually agree to suspend that portion of the Agreement providing for transfer to the Corporation of funds appropriated to the Trust and hereby direct the Trust to pay such funds appropriated to the Trust by Jefferson County, Kentucky, the City of Louisville, and the Commonwealth of Kentucky to the Commonwealth of Kentucky Cabinet for Human Resources, Department of Medicaid Services as part of its Restricted Fund appropriation for Benefits. For the term of this Second Amendment, the parties mutually agree to suspend that portion of the Agreement providing for transfer to the Corporation of funds appropriated to the Trust. The Corporation shall reimburse the Trust for any funds transferred to it in the Trust Year beginning July 1, 1994. These funds shall then be used to enable the Department of Medicaid Services to receive federal Medicaid matching

payments to make Type III Disproportionate Share Hospital ("DSH") payments as provided for in 907 KAR 1:013E, including payments to the University of Louisville Hospital ("the Hospital") that are equal to or greater than the amount of the Total Government Funding provided for the Trust Year beginning July 1, 1994. In the event that the Type III DSH payment made to the Hospital for fiscal year 1995 is less than the amount of the Total Government Funding, Jefferson County, the City of Louisville and the Commonwealth of Kentucky shall jointly appropriate to the Trust, and the Trust shall transfer to the Corporation, an amount equal to the difference between the Total Government Funding for the Trust Year and the fiscal year 1995 Type III DSH payment.

4. Corporation's Obligations

During the term of this Second Amendment, Corporation shall continue to provide all hospital care medically necessary to the extent facilities are available, to all indigents and medically needy who are residents of Jefferson County at its own expense as required by the Agreement. Also, Corporation shall provide at its own expense medically necessary hospital care, to the extent facilities are available, to indigent and medically needy persons who are not residents of Jefferson County, Kentucky in the minimum amount equal to ten percent (10%) of Total Government Funding as calculated

for that fiscal year per the Agreement at the rate of Billed Charges as provided therein, net of any other reimbursement for such persons from Medicare, Medicaid or any other third party payor obligated to pay for such person.

For the term of this Second Amendment, Corporation shall be required to provide documentation called for in Sections 6A and 6B of the Agreement for statistical purposes only.

5. Federal Government Recoupment

In the event that the federal government seeks recoupment of any or all of the payments made to the University of Louisville Hospital through the Type III DSH program, Jefferson County, the City of Louisville and the Commonwealth of Kentucky agree to appropriate funds to the Trust in a combined amount equal to the Trust's portion of the recoupment. The Trust shall then transfer the Trust's portion of the recoupment to the Corporation in accordance with this agreement.

The Trust's portion of the recoupment shall be calculated by multiplying the amount of the recoupment by a fraction whose numerator is the amount of Total Government Funding for the Trust Year beginning July 1 ,1994 and whose denominator is the gross amount of the Type III DSH payment to the University of Louisville Hospital for that year.

In the event the federal government seeks recoupment of only that portion of the DSH payment that was designated for specific uses by either the University of Louisville Hospital or the University of Louisville and which the federal government deems unlawful, and provided that the recoupment is less than the total DSH payment minus the Total Government Funding for the year, this section shall not apply.

6. Survival of the Agreement

The parties hereby agree that all terms of the Agreement shall survive this Second Amendment and operate with full force and effect, to the extent funds are appropriated, following the term of this Second Amendment. The City of Louisville and Jefferson County hereby acknowledge that this Second Amendment in no way relieves them of their obligation to fund the local Government share of Total Government Funding for fiscal year July 1, 1995 - June 30, 1996 and subsequent periods. The City of Louisville and Jefferson County hereby affirm by the signatures of the respective officials below the intention of each to continue funding the Local Government share of Total Government Funding in future years subject only to Constitutional and legal limitations of such commitments.

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IN WITNESS WHEREOF, the parties have duly executed the Addendum on the day and year first written above.

WITNESS:

JEFFERSON COUNTY, KENTUCKY
Jefferson County Court House
Louisville, Kentucky 40202
Attn: Jefferson County
Judge/Executive

BY: Thomas Hyman

BY: Daniel L. Rosty
County Judge/Executive

WITNESS:

UNIVERSITY OF LOUISVILLE
Grawmeyer Hall
Belknap Campus
Louisville, Kentucky 40292
Attn: President

BY: Thomas Hyman

BY: John W. Shumaker
President
John W. Shumaker

RECOMMENDED BY:

WITNESS:

CABINET FOR FINANCE AND
ADMINISTRATION
Capitol Annex
Frankfort, Kentucky 40601
Attn: Secretary of Finance

BY: Michael J. Demmy

BY: John A. Small
Secretary of Finance

WITNESS:

CITY OF LOUISVILLE
601 West Jefferson Street
Louisville, Kentucky 40202
Attn: Mayor

BY: Thomas Hyman

BY: Beverly "Bebe" Melton
Mayor Pro Tem
Beverly "Bebe" Melton

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WITNESS:

COMMONWEALTH OF KENTUCKY
Capitol Building
Frankfort, Kentucky 40601
Attn: Governor

BY:

Thomas H. Lyon

BY:

Raymond J. Jones
Governor

WITNESS:

GALEN OF VIRGINIA, INC.
2000 Warrington Way
Suite 245
Louisville, Kentucky 40202
Attn: Executive Vice President
Health Care Operations

BY:

Thomas H. Lyon

BY:

Martin G. Schweinhart
Martin G. Schweinhart
Executive Vice President
for Finance

RECEIVED AND ACKNOWLEDGED FOR THE TRUST:

Larry L. Ozley
Chairman, Board of Directors
Quality and Charity Care Trust, Inc.
University of Louisville
Louisville, Kentucky 40292

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