

**THIRD AMENDMENT TO  
QUALITY AND CHARITY CARE TRUST AGREEMENT**

This Third 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 and June 30, 1995 (hereinafter collectively the "Agreement") is made and entered into this 29th day of September 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").

**W I T N E S S E T H :**

**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 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 prior amendments of January 1, 1994 and June 30, 1995, is administered by Quality and Charity Care Trust, Inc. (hereinafter the "Trust"), a Kentucky not-for-profit

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corporation created and operated per Section 3 of the Agreement, is hereby ratified without modification except as mutually agreed hereinafter.

**2. Third Amendment Term**

The Effective date of the provisions of this Third Amendment shall commence July 1, 1995 and shall continue until September 30, 1995.

**3. Trust's Obligations**

For the term of this Third 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 Third 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 from July 1, 1995 to September 30, 1995. These funds shall then be used to enable the Department of Medicaid Services to receive federal Medicaid matching payment 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 term of the Amendment. In the event that the Type III DSH payment made to the Hospital for the period July 1, 1995 to September 30, 1995 is less than the amount of the Total Government Funding for that period, 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 Third Amendment term Type III DSH payment.

**4. Corporation's Obligations**

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

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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 term of this Third Amendment and whose denominator is the gross amount of the Type III DSH payment to the University of Louisville Hospital for that same period.

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 term of this Amendment, this section shall not apply.


6. Survival of the Agreement

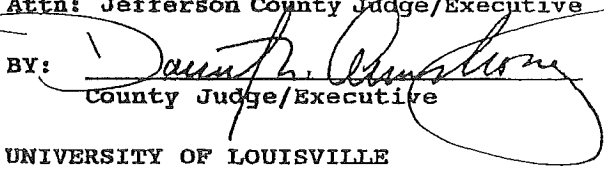
The parties hereby agree that all terms of the Agreement shall survive this Third Amendment and operate with full force and effect, to the extent funds are appropriated, following the term of this Third Amendment. The City of Louisville and Jefferson County hereby acknowledge that this Third Amendment in no way relieves them of their obligation to fund the local Government share of Total Government Funding for the balance of this fiscal year October 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.

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

WITNESS:

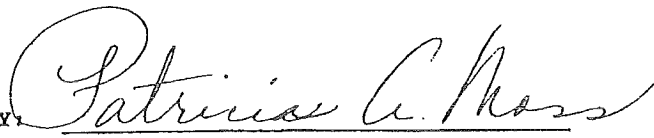
JEFFERSON COUNTY, KENTUCKY  
Jefferson County Court House  
Louisville, Kentucky 40202  
Attn: Jefferson County Judge/Executive

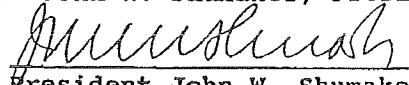
BY: 

BY:   
County Judge/Executive

WITNESS:

UNIVERSITY OF LOUISVILLE  
Grawemeyer Hall  
Belknap Campus  
Louisville, Kentucky 40292  
Attn: John W. Shumaker, President

BY: 

BY:   
President John W. Shumaker

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WITNESS:

BY: *[Signature]*

WITNESS:

BY: Earl W. Wenger

WITNESS:

BY: *[Signature]*

WITNESS:

BY: Judith B. Cloud

RECOMMENDED BY:

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

BY: *[Signature]*  
Secretary of Finance

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

BY: *[Signature]*  
Mayor

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

BY: *[Signature]*  
Governor

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

BY: *[Signature]*  
Executive Vice President  
for Finance

RECEIVED AND ACKNOWLEDGED FOR THE TRUST:

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