

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

This Third Amendment to the Revised Quality and Charity Care Trust Agreement first entered into by the parties April, 1996 (hereinafter the "Agreement") is made and entered into this 30th day of July, 1997 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 UMC, Inc. a non-profit Kentucky corporation with its principal place of business at 530 South Jackson Street, Louisville, Kentucky 40202 (hereinafter "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 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. Third Amendment Term

The Effective date of the provisions of this Third Amendment shall commence January 1, 1997 and shall continue until June 30, 1997.

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. The Corporation shall reimburse the Trust for any funds transferred to it from January 1, 1997 to June 30, 1997. 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 January 1, 1997 to June 30, 1997 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. Commonwealth's Obligations

For the period January 1, 1997 through June 30, 1997 only, the reimbursement by the Commonwealth related to the QCCT Trust to the City of Louisville and Jefferson County, Kentucky will be 100% at the rate of \$300,188.66 per month each.

5. 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.

6. Federal Government Recoupment

In the event that the Federal Government, based upon its determination that the Type III DSH payment provided for herein is contrary to law, obtains recoupment from Corporation of any or all of the payments made to the Hospital through the Type III DSH program and retained by Corporation, then in that event Jefferson County, the City of Louisville and the Commonwealth of Kentucky agree to refund to the Trust (proportional to the funding obligation of each for the 1996-97 fiscal year) the initial appropriation of each in a combined amount equal to net recoupment by the Federal Government from Corporation of Type III DSH payments to the Corporation for the Hospital for the period of this Agreement to the extent that the total amount of Type III DSH payments retained by the Corporation for the period January 1, 1997 through June 30, 1997 (inclusive) is below Total Government Funding otherwise due to the Hospital for the period. The Trust shall then transfer this proportionate refunding amount to the Corporation for the Hospital.

7. Survival of the Agreement

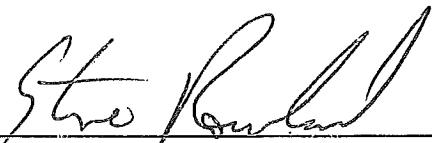
The parties hereby agree that all terms of the Agreement shall survive this Third Amendment and operate with full force and effect, to the extent funds are appropriated, following the term of this Third Amendment. The City of Louisville and Jefferson County hereby affirm by the signatures of the respective 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.

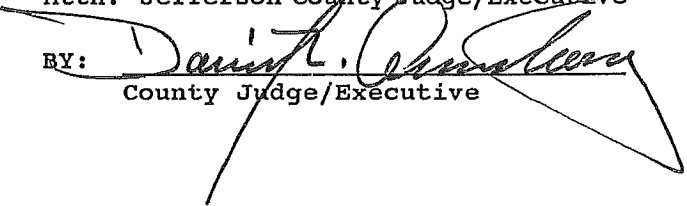
WITNESS:

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

BY:



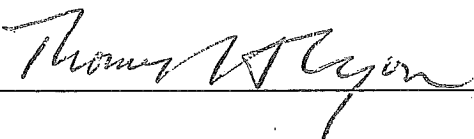
BY:


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

WITNESS:
APPROVED AS TO FORM AND LEGALITY:

BY: Karen Powell
GENERAL COUNSEL
FINANCE AND ADMINISTRATION CABINET

WITNESS:

BY: Diana Buehly

WITNESS:

BY: Michael T. Alexander

WITNESS:

BY: Alma Racine

RECOMMENDED BY:

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

BY: John P. McHenry
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: Paul E. Patton
Governor

UMC, INC.
530 South Jackson Street
Louisville, Kentucky 40202
Attn: _____

BY: [Signature]

RECEIVED AND ACKNOWLEDGED FOR THE TRUST:

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

wp1486B
07/24/97