

AFFILIATION AGREEMENT BY AND BETWEEN THE UNIVERSITY OF KANSAS AND SAINT LUKE'S HOSPITAL

This Affiliation Agreement (“Affiliation Agreement”), effective this ____ day of _____, 2007 (“Effective Date”), is entered into by and between the University of Kansas, an educational institution and an agency of the State of Kansas (“University”), and Saint Luke’s Hospital of Kansas City, a Missouri nonprofit corporation (“SLH”).

RECITALS

Whereas, the life sciences hold the key to better health and quality of life for all citizens, as well as the promise of sustainable growth in jobs and improved standards of living; and

Whereas, the State of Kansas and the greater metropolitan Kansas City area have the goal of creating one of the top 20 life sciences research centers in the United States; and

Whereas, it is in the best interests of the citizens of Kansas and Missouri that unity of effort in life sciences research and education be achieved across state lines; and

Whereas, a robust medical research and educational pipeline in the life sciences in the greater Kansas City area will lead directly to advances in medical treatment modalities, including preventive measures; and

Whereas, the collaboration and affiliation of area hospitals with research and educational institutions are essential elements of the life sciences effort; and

Whereas, SLH and the University desire to develop a relationship that supports the vision of the greater Kansas City community as a center for research and education in the life sciences; and

Whereas, realization of this vision, as articulated in the “Time to Get it Right” and “Time to Get Things Done” reports, recommends that the University of Kansas Medical Center through its various schools (collectively, “KUMC”) establish new affiliations for joint educational and research programs in order to achieve effective collaboration with multiple partners in the Kansas City Area Life Sciences Initiative; and

Whereas, SLH owns and operates a hospital at 4401 Wornall Road, Kansas City, Missouri; and

Whereas, SLH is the primary private teaching hospital of the University of Missouri-Kansas City School of Medicine and has the goal of also becoming a major teaching and research hospital for KUMC; and

Whereas, KUMC seeks to expand the range of educational and research opportunities for its faculty, residents and students and to obtain access to community resources and funding in support of its efforts to move into the “top tier” of public medical centers and medical schools in the United States, while maintaining and improving its existing relationship with the University of Kansas Hospital (“KUH”) as the primary academic clinical, teaching and research hospital of KUMC; and

Whereas, it is in the best interests of the state of Kansas and the region to have a top rated school of medicine that attracts and trains exceptional physicians committed to providing quality health care services and promoting health for the future of the region; and

Whereas, the Parties, as defined below, desire to elevate the amount and quality of research conducted within each institution by collaborative arrangements aiding in the recruitment of new investigators, in the attraction of new projects in areas of mutual interest, and in the development of financial, laboratory, and other resources that will improve the capability of each institution to conduct research, report and publish results, improve grant opportunities, and ultimately lead to translation of research results into improved patient care, patents, and other intellectual property for commercial success; and

Whereas, the Parties have previously entered a non-binding letter of intent to begin the process of effectuating these purposes.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants herein contained, and on the terms and subject to the conditions herein set forth, the University and SLH hereby covenant and agree as follows:

ARTICLE I. DEFINITIONS.

“Academic Chair” shall mean the individual appointed by the Executive Dean who has ultimate responsibility for the educational and research activities for an academic or an educational program.

“Affiliation Agreement” shall mean this Affiliation Agreement and all exhibits thereto, by and between the University and SLH.

“Anniversary Date” shall mean July 1st of any year in which this Affiliation Agreement is in effect.

“Executive Dean” shall mean the Executive Dean of the University of Kansas School of Medicine.

“KUMC” shall mean collectively the University of Kansas Medical Center located in Kansas City, Kansas, including the University of Kansas School of Medicine (“KUSOM”), and the University of Kansas Schools of Nursing and Allied Health.

“Parties” to this Affiliation Agreement shall mean the University and SLH.

“Program Affiliation Agreements” shall mean any program-specific institutional affiliation agreement executed by and among the Parties.

“Program Director” shall mean the individual appointed by the Academic Chair and the Executive Dean to oversee and organize the activities of a sponsored graduate medical educational program.

“Termination Date” shall mean the date upon which this Affiliation Agreement will expire, which will be _____, 2017.

“Trainees” shall mean the University’s students, residents or fellows who rotate to SLH for the purposes of undergraduate or graduate education, research or training under this Affiliation Agreement and/or its exhibits.

“University” shall mean the University of Kansas.

ARTICLE II. GUIDING PRINCIPLES.

- A. The University and SLH share the goal of educating and training physicians of the highest quality for the benefit for the citizens of this region of the country.
- B. The University and SLH share the goal of conducting cutting edge research in the life sciences and engaging in translational research to further the quality of health of citizens in the Midwest through eradication of the scourge of cancer and other life-threatening diseases.
- C. The University and SLH each bring unique capabilities to an affiliation such that in collaboration their mutual resources and capabilities create a synergy and potential that the Parties individually lack.
- D. The University and SLH are entering into educational affiliation agreements that will cover inter-institutional relationships in graduate medical education, undergraduate medical education, the education of other health professionals, and a research affiliation agreement that will enable collaborative research efforts across a broad spectrum of mutual interest, including Cancer, Neurology, Nephrology, Endocrinology, and Cardiovascular Medicine.

ARTICLE III. RESPONSIBILITIES.

A. University Responsibilities.

- 1. **Faculty Appointments.** SLH medical staff members who participate in the education and training of medical students and residents and research

activities must have a faculty title with the KUSOM. KUSOM will grant faculty titles, either modified or unmodified, as appropriate, to members of the SLH medical staff based on their academic qualifications and educational, research, and other scholarly activity, as well as on the academic needs of KUSOM. Appointments will be: (i) at the discretion of KUSOM; (ii) uncompensated by KUSOM; and (iii) made in accordance with all applicable bylaws, policies and procedures of the University, KUMC, and KUSOM.

2. **Sponsorship of Undergraduate and Graduate Medical Education.** The University shall provide the oversight and sponsorship of all KUMC undergraduate and Graduate Medical Education (“GME”) programs at SLH. The University shall discharge its administrative responsibilities in accordance with the requirements of the Liaison Committee on Medical Education (“LCME”) and the Accreditation Council for Graduate Medical Education (“ACGME”). The Parties may from time to time enter into additional program-specific institutional affiliation agreements (“Program Affiliation Agreements”). Said Program Affiliation Agreements shall be subject to the terms and conditions of this Affiliation Agreement and shall be incorporated as an additional exhibits hereto upon execution.
3. **Research.** The University shall make available to SLH researchers certain research cores including, but not limited to, mass spectrometry, bioinformatics, biostatistics, and genomics, and the University will provide administration of clinical trials and support technology transfer and compliance through its internal departments and through and in coordination with the University of Kansas Medical Center Research Institute, Inc., (“KUMCRI”), subject to the terms and conditions as provided in Exhibit B.
4. **Academic Chairs.** Academic Chairs of KUSOM are appointed by and serve at the pleasure of the Executive Dean and shall remain on the Kansas City campus of KUSOM.
5. **Medical Student Rotation.** The Executive Dean in consultation with the KUSOM Education Council, its subcommittees and clerkship directors, and the SLH Associate Dean will determine any placement of medical students from KUMC at SLH according to the terms and conditions set forth in Exhibit C.

B. SLH Responsibilities.

1. **Medical Staff and Associate Dean Compensation.** SLH shall be solely responsible for compensating SLH Medical Staff, any necessary Assistant or Associate Program Directors, and the Associate Dean based at SLH for

any and all teaching, supervision, administration and/or oversight services provided under this Affiliation Agreement.

2. **Resident and Fellow Programs.** SLH shall maintain adequate staff and facilities at its premises to meet the educational goals and objectives of KUSOM's GME programs in a manner consistent with the standards and requirements established by KUSOM and the ACGME, and as provided herein and in Exhibit A.
3. **Medical Student Rotation.** SLH shall provide clinical facilities and opportunities for an agreed number of students to observe and participate in various clinic activities as provided in Exhibit C.
4. **Research.** SLH, within its resources and capabilities, will make available laboratory and other research space to facilitate the Parties' collaborative research projects subject to the terms and conditions as provided in Exhibit B.
5. **Agreements with Other Medical Schools.** SLH previously has entered into those affiliation agreements listed in Exhibit D with other medical schools for purposes of providing medical education and resident training. The name, type, and duration of such affiliation agreements shall be disclosed to the University not later than thirty (30) days prior to the effective date of this Affiliation Agreement.

ARTICLE IV. GME TEACHING, RESIDENCY AND FELLOWSHIP PROGRAMS

A. Program Oversight and Location.

1. KUMC will provide for the oversight of GME programs sponsored by KUMC in accordance with the accreditation standards of the ACGME, and subject to the terms and conditions set forth herein and in Exhibit A.
2. Local institutional oversight of the residents and programs operating within SLH and other facilities within the Saint Luke's Health System will be provided by an Associate Dean based at SLH and appointed by the Executive Dean based on recommendations by the KUMC Graduate Medical Education Committee ("GMEC"), its Advisory Committee, and appropriate representatives of both Parties.

- B. GME Program Directors.** The Academic Chair, who will be a full-time faculty member at KUMC and will be located at the Kansas City, Kansas, campus of KUMC, will be responsible for appointment of a properly qualified residency or fellowship Program Director. The Program Director will be housed based upon consideration of the best interests of the educational program and its faculty and

residents in accordance with ACGME requirements and standards. When necessary, a Program Director will identify appropriate Assistant or Associate Program Directors to assist in the administrative oversight of the residents at SLH.

C. **Education and Training.**

1. **Graduate Medical Education Advisory Committee.** KUMC will oversee its GME program in accordance with the accreditation standards of the ACGME. The existing KUMC GMEC structure will be modified to establish an Advisory Committee of the GMEC (“Advisory Committee”). The Advisory Committee shall include the KUMC Vice Dean for Medical Education as its Chair. The other members of the Advisory Committee will be the KUMC Associate Dean for GME, the Senior Associate Dean for Finance of the KUSOM, two Program Directors, and a senior officer from KUH, SLH, and the Veterans Administration, with which KUMC has graduate medical education affiliations (“Affiliated Institutions”). The Vice Dean for Medical Education shall appoint the two Program Directors to serve on the Advisory Committee. The GMEC Advisory Committee may add representatives from other major participating affiliated institutions as it determines appropriate. Each of the members of the Advisory Committee shall be a voting member of the GMEC. The responsibilities of the Advisory Committee will include identifying resources sufficient to develop, implement, and sustain the operations of the residency programs in accordance with the KUMC Resident and Fellow Program Sizing Plan and the development of a strategy for the growth of residency programs. The Advisory Committee shall provide its conclusions and advice in the form of recommendations to the GMEC.
2. **KUMC Resident and Fellow Program Sizing.** The Advisory Committee will work with the GMEC with the Program Directors, Chairs and representatives of each participating institution to determine the appropriate number of resident and fellow positions for each program at each Affiliated Institution. This process will create a Residency and Fellowship Program Sizing Plan for each Affiliated Institution that meets the educational needs of all residents at each particular affiliate, while also addressing the community and academic programmatic expansion needs of each program. The Advisory Committee will, on an annual basis, aggregate the Program Sizing Plans for all affiliates for purposes of recommending the institution’s Residency and Fellowship Program Sizing Master Plan. This Residency and Fellowship Program Sizing Master Plan will then be reviewed, amended as necessary to assure its compliance with all applicable requirements of the ACGME, and approved by the full GMEC.

D. Program Administration.

1. KUMC Residency and Fellowship Programs. In accordance with the institutional and program accreditation requirements of the ACGME, the programs sponsored by KUMC will operate across all affiliated sites, including SLH, in an integrated fashion.
2. All residents in a given program operated under this affiliation will rotate among SLH and other affiliates in a manner consistent with the educational opportunities of SLH and other affiliates and consistent with each program's needs and the capacity of each affiliate, including SLH. The specific rotation schedule will be determined by the respective Program Director and associate or assistant Program Director based on the educational goals and objectives for the program.
3. Consideration of ACGME accreditation may result in transient changes in program size. In any instance in which a program fails to meet the educational goals and objectives approved by the GMEC, the particular Program Director shall, in consultation with the GMEC and the Advisory Committee of the GMEC, develop and implement a work plan that will result in re-establishment of compliance with said educational goals and objectives.
4. In any case, all the residency programs at SLH and other KUMC-affiliated institutions will operate in accordance with all institutional and program accreditation requirements of the ACGME.

ARTICLE V. MEDICAL STAFF PRIVILEGES.

- A. KUMC Physician Faculty who have medical staff privileges at KUH but do not currently hold medical staff appointments at SLH may not apply for admitting privileges at SLH without first obtaining permission from both the KUH and SLH Chief Executive Officers ("CEOs").
- B. Physicians on the SLH medical staff who do not currently hold medical staff appointments at KUH may not apply for admitting privileges at KUH without first obtaining permission from both the KUH and SLH CEOs.

ARTICLE VI. MISSION SUPPORT

In consideration of the University's grant of faculty appointments, sponsorship and administration of undergraduate and graduate medical education programs, sponsorship and support for research initiatives, and overall enhancement of SLH's institutional

mission, and in addition to the exchange of consideration therefore, SLH shall provide the University with the mission support described in Exhibit E.

ARTICLE VII. AFFILIATION AND BRANDING STATUS.

- A. The University shall not have the right to use the brands and marks of SLH. SLH shall have the right to use the brands and marks of the University as specified below:
1. Based upon the execution of the Affiliation Agreement by and between the University and SLH, SLH, in its discretion, may refer to itself as “A Teaching and Research Hospital of the KUMC.”
 2. Based upon the agreement by SLH to provide unrestricted mission support to KUMC, as specified in Exhibit E, and the agreement between the Parties for a detailed plan for the research program, as specified in Exhibit B, to be implemented within six (6) months of the Effective Date of this Affiliation Agreement, SLH may refer, in its discretion, to itself as “A Major Teaching and Research Hospital of the KUMC.”
 3. SLH shall be permitted to select the term “Affiliate” instead of “Hospital” in section 1 or 2 above, but shall use one or the other term consistently in all permitted communications.
- B. SLH shall not refer to itself as “Primary” or “Academic” in relation to its affiliation with KUMC.
- C. SLH physicians who possess KUMC faculty appointments may refer to their appropriate faculty appointments on letterhead and business cards, and in teaching and research communications, including grant applications, academic presentations, research posters, news releases, and other materials used in the course of or in furtherance of their teaching and research pursuits.
- D. SLH will not use the branding rights granted above in relation to advertising venues targeting its clinical programs and services to prospective and current patients. The affiliation between KUMC and SLH shall not be utilized in any attempt by SLH to acquire patients or referrals of patients to SLH.

ARTICLE VIII. JOINT COMMUNICATIONS AND NETWORKING STRATEGY.

- A. **Joint Communications Strategy.** University, in coordination with SLH and other affiliates, will develop a joint strategy to communicate to the Kansas City community, including philanthropic organizations, their mutual goals and the general benefits of research, including appropriate measurements of success of this Affiliation Agreement, based upon collaborative projects and research

programs, joint grants, discoveries, publications, and intellectual property development and translation to the patient.

- B. **Networking Strategy.** University and SLH will coordinate with each other and all affiliated organizations to establish networks as they develop appropriate research centers and institutes that can link to other world-class programs.

ARTICLE IX. CLAIMS AND LAWSUITS.

- A. University agrees that SLH, its directors, officers, trustees, Board of Directors, medical staff, agents, employees, and volunteers shall not be responsible for claims, expenses, damages, and liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of any University faculty, employee, staff, agent, officer, or director.
- B. SLH agrees that the University shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of SLH, its directors, officers, trustees, Board of Directors, medical staff, agents, employees, and volunteers.

ARTICLE X. INSURANCE.

- A. SLH will maintain for itself and each of its employees and staff providing services under this Affiliation Agreement, general liability insurance for any claim, demand, lawsuit or other general liability in the amount of one million dollars per occurrence and three million dollars in the aggregate and professional liability insurance for itself and each of its employees, staff, personnel and providers providing professional services under this Affiliation Agreement for any claim, demand, lawsuit, or other liability arising out of the rendering of or failure to render professional services during the term of this Affiliation Agreement with coverage in the amount of at least one million dollars per medical incident involving death or injury to persons and at least three million dollars in the aggregate for all medical incidents during the policy year involving death or injury to persons. The foregoing insurance coverages may be maintained in whole or in part by SLH's program of self-insurance. SLH shall furnish or cause to be furnished to University on demand a current certificate of coverage for any or all of the insurance coverages required above, such certificate to include a provision for sixty (60) days prior written notification to the other party of change or cancellation of such insurance.
- B. University is a state agency and as such is a self-insured entity pursuant to the provisions of the Kansas Tort Claims Act ("KTCA").

ARTICLE XI. PATIENT CONFIDENTIALITY.

- A. The Parties agree to comply with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The Parties agree that when protected health information (“PHI”), as defined by HIPAA, is provided or made available to the other Party for any purpose, the receiving party, and its students, employees, agents or representatives will not use or disclose the PHI other than as permitted or required by this Affiliation Agreement or exhibits hereto, or state and federal law. The Parties shall take reasonable steps to prevent unauthorized disclosures by its employees, students, officers, directors, agents, contracts, or consultants. Each party recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Affiliation Agreement and/or legal action.

ARTICLE XII. TERM AND TERMINATION.

- A. **Term.** The term of this Affiliation Agreement shall be ten (10) years. Commencing in the calendar year following the Effective Date of this Affiliation Agreement, either party may notify the other party no later than ninety (90) days prior to the Anniversary Date that it proposes to modify the then-existing Affiliation Agreement. The Parties will negotiate in good faith any such proposed modification for a period of not less than sixty (60) days. In the event mutual agreement on a proposed modification is not achieved at the end of said 60-day negotiation period, the Agreement shall remain effective as then written.
- B. **Renewal.** If the Parties desire to enter into a new agreement upon the expiration _____, 2017 of this Affiliation Agreement, the Parties agree that they will commence negotiations no later than _____, 2016, shall negotiate in good faith for a period of not less than ninety (90) days, and will use their best efforts to enter into a new Agreement by _____, 2016. If a new agreement is not entered into by the Parties by _____, 2016, this Agreement shall end on the Termination Date without further action or notice by the Parties.
- C. **Termination for Cause.** This Affiliation Agreement shall be terminable by either party, upon the other party’s failure to cure a material breach of the Agreement within thirty (30) days of receiving written notice thereof. For purposes of this clause, material breach shall be defined to include, without limitation: the failure to provide or agree upon future unrestricted mission support described in Exhibit E; failure by either party to maintain the insurance required of it under Article X; assignment of this Affiliation Agreement by one party without the advance written consent of the other; if, at the University’s sole discretion, the quality of the education and/or the health and safety of the Trainee is jeopardized; or loss of ACGME, Joint Commission or other required accreditation, license or operating certificate.

- D. **Effect of Termination.** The expiration or termination of this Affiliation Agreement shall not affect the rights and obligations of the Parties that accrued prior to the Termination Date. Further, the Parties agree that, to the extent permitted by law or applicable ACGME or other accrediting body rules, upon expiration or termination of this Affiliation Agreement, regardless of the reason therefor:
1. SLH will ensure that all aspects of medical education and training are maintained for Trainees enrolled pursuant to a Program Affiliation Agreement at SLH at said time. Any Trainee who is accepted to, or is in training at SLH pursuant to a Program Affiliation Agreement while this Affiliation Agreement is in effect, will commence or continue in training, as applicable, as if this Affiliation Agreement were in effect until the completion of such individual's training program, notwithstanding the termination or expiration of this Affiliation Agreement prior to the end of the training. SLH shall continue payment of stipends and benefits for such positions regardless of location at which such training must reasonably be completed.
 2. Notwithstanding the expiration or termination of this Affiliation Agreement, all individuals who have been accepted into, or have commenced training in, a University-sponsored education program will receive the certification due as long as they complete the training in a satisfactory manner.
 3. SLH's mission support obligations, restricted for research programs, shall survive expiration or termination of this Affiliation Agreement and shall continue unabated until the term of the agreed support payments for the designated period for the startup of the research program have been completed.

ARTICLE XIII. MISCELLANEOUS.

- A. **Survival.** The following terms shall survive termination or expiration of this Affiliation Agreement: Article XIII.A; Article XIII.D; Article XV; and Article XVI.
- B. **Relationship of the Parties.** The Parties acknowledge that they and their respective personnel are independent contractors to each other. Nothing contained in this Affiliation Agreement shall be deemed or construed by the Parties or by any third person to create the relationships of principal and agent, or of partnership, joint venture, or any other association between University and SLH. Each party will be solely responsible for the payment of all salaries, wages, withholding, and benefits for its own employees.

- C. **Entire Agreement.** This Affiliation Agreement contains the representations, and understandings, oral and written, between the Parties on the subject of the agreement, and it contains the entire agreement of the Parties on that subject. No other agreement, statement or promise made by either party or any other employee, officer or agent of either party which is not contained in this Affiliation Agreement, shall be binding or valid with regard to the same subject matter.
- D. **Amendment.** This Affiliation Agreement may be amended only by a written agreement signed by both Parties. If any clause or provision shall be deemed invalid or unenforceable by a court of competent jurisdiction, or by operation of any applicable law, it shall not affect the validity of any other clause or provision, but such other clause or provision shall remain in full force and effect; provided, however, if the invalidity of such clause or provision causes the rights or obligations to be materially and adversely affected or materially and adversely impacts the purposes of the Agreement, either party shall have the right to renegotiate this Affiliation Agreement if reasonable. Although the Parties believe that this Affiliation Agreement and the intent of the Parties embodied herein complies with applicable laws and regulations, in the event any provision of this Affiliation Agreement is reasonably deemed by either party to be in violation of state or federal law, rule or regulation, or judicial or regulatory interpretation whether existing or newly adopted or promulgated, such provision shall be renegotiated by the Parties in good faith to render the provision in compliance with such law, regulation, or interpretation.
- E. **Assignment.** The duties and rights under this Affiliation Agreement may be assigned only by a written agreement signed by both Parties.
- F. **Waiver.** The failure of either party at any time to require the performance by the other party of any of the provisions herein shall in no way affect the respective rights of the Parties to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be construed to be a waiver of any subsequent breach or a waiver or modification of the provisions itself.
- G. **No Third-Party Beneficiaries.** Only those entities that are Parties to this Affiliation Agreement have any rights hereunder.
- H. **Records Inspection.** In the event that Section 952 of P.L. 96-499 [42 U.S.C. # 1395(v)(1)(1)] is applicable to this Agreement, the Parties agree that until the expiration of four (4) years after the furnishing of the services provided under this Agreement, they will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a party carries out the duties of this Affiliation Agreement through a subcontract worth \$10,000 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to

permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

- I. **Severability.** If any provision of this Affiliation Agreement is held invalid, such invalidity will not affect any other provision of this Affiliation Agreement not held invalid, and each such other provision will, to the full extent consistent with law, continue in full force and effect.
- J. **Conflict.** In the event of a conflict between the text of this Affiliation Agreement and the text of any Program Affiliation Agreement or Research Affiliation Agreement, this Affiliation Agreement shall govern.
- K. **Governing Law and Choice of Forum.** All Agreements shall be governed by and construed under the laws of the State of Kansas. Any action or proceeding arising from and incident to the Agreements shall be exclusively venued in the State of Kansas.
- L. **Non-Discrimination.** The Parties agree to comply with all national, state and local rules, regulations, executive orders, laws, and policies forbidding unlawful discrimination to which the Parties are subject.

ARTICLE XIV. NOTICES.

All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly delivered when personally delivered or upon the earlier of actual receipt or three (3) business days after deposit with the United States Postal Service if sent by registered or certified, first-class mail, postage prepaid to:

University: University of Kansas Medical Center
 Office of the Executive Vice Chancellor
 Mail Stop 2015
 3901 Rainbow Boulevard
 Kansas City, Kansas 66160
 Attention: Robert E. Hemenway, Ph.D.
 Chancellor

With a copy to: Office of the General Counsel
 1450 Jayhawk Blvd
 Lawrence, Kansas 66045
 Attention: James P. Pottorff, Jr.
 University General Counsel

SLH: Saint Luke's Hospital of Kansas City
 4401 Wornall Road
 Kansas City, Missouri 64111

Attention: Richard Hastings
Chief Executive Officer

ARTICLE XV. PUBLICITY AND CONFIDENTIALITY.

- A. All publicity and printed promotional materials pertaining to this Agreement or any duties, rights, or obligations therein, must be reviewed and approved by the KUMC Office of External Affairs and the SLH Community Relations Department. Unless otherwise provided by this Affiliation Agreement, neither party will, without prior written consent of the other party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol, or other image of the other party or that party's employee or agent.
- B. The terms of this Affiliation Agreement are confidential and the Parties shall not disclose this Affiliation Agreement or any duties, rights, or obligations therein to any third party without the other Party's prior written consent. Provided, however, that the University may make such disclosure to KUH and/or to others as required by law or court order.

ARTICLE XVI. COMPLIANCE WITH MEDICARE ANTI-KICKBACK AND PHYSICIAN SELF-REFERRAL PROVISIONS.

Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Medicare and Medicaid Anti-Kickback Statute or the federal Physician Self-Referral Statute, as such provisions are amended from time to time. The Parties intend that this Affiliation Agreement meet the requirements of applicable safe harbors and exceptions to these laws. This Affiliation Agreement shall be construed in compliance with such safe harbors and exceptions. Any payments between and among the Parties are fair market value for the services provided based upon arm's length bargaining and the value of similar services in the academic and research communities. Such payments are intended solely as compensation for the services provided under this Affiliation Agreement and are not dependent upon any referral of patients by any of the Parties to another party or Parties to this Affiliation Agreement or any affiliate of any party nor have the possibilities thereof been taken into account in arriving at the compensation payable hereunder. The Parties shall modify this Affiliation Agreement as required to comply with the foregoing. The Parties agree that the compensation payable or to be paid under the Agreement shall not take into account the volume or value of any referrals to be made to, or other business generated for another party or Parties to this Affiliation Agreement or any affiliate of any party.

ARTICLE XVII. FUNDRAISING.

The Parties shall coordinate and mutually agree on any fundraising for the purpose of the activities contemplated by this Affiliation Agreement. SLH and its affiliated foundations shall not use the brands or marks of the University for the purpose of soliciting funds, gifts or other conveyances without the written prior approval of the University. The

University and its affiliated foundations shall not use the brands or marks of SLH for the purpose of soliciting funds, gifts or other conveyances without the written prior approval of SLH.

ARTICLE XVIII. LEGISLATIVE ACTIVITIES.

The Parties will consult and reach mutual agreement prior to engaging in legislative actions, including in Kansas and Missouri that may reasonably be expected to affect or otherwise influence the terms and conditions of this Affiliation Agreement.

ARTICLE XIX. COUNTERPARTS.

This Affiliation Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Affiliation Agreement may be executed and delivered by facsimile or other electronic transmission.

IN WITNESS WHEREOF, the University and SLH have executed this Agreement as of the date first above written.

FOR THE UNIVERSITY OF KANSAS

ROBERT E. HEMENWAY, PH.D.
Chancellor

FOR SAINT LUKE'S HOSPITAL OF KANSAS CITY

RICHARD HASTINGS
Chief Executive Officer