

**Norton Healthcare/UK HealthCare - Stroke Care Network
Network Affiliation Agreement**

This NETWORK AFFILIATION AGREEMENT (AGREEMENT) is entered into as of the 1st day of Month, 201x by and between the UNIVERSITY OF KENTUCKY for its NORTON HEALTHCARE/UK HEALTHCARE STROKE CARE NETWORK (NETWORK) and HOSPITAL'S FULL-NAME (AFFILIATE) in order to memorialize the terms of an agreement under which AFFILIATE becomes a member of the Norton Healthcare/UK HealthCare Stroke Care Network.

WITNESSETH:

WHEREAS, Norton Healthcare/UK HealthCare Stroke Care Network was established by the University of Kentucky in collaboration with Norton Healthcare to improve the quality of health of Kentuckians and the nation by conducting clinical programs, clinical research, prevention, quality analysis and education programs directed toward minimizing or eliminating the effect of stroke and other neurological related diseases and associated disabilities; and

WHEREAS, NETWORK is charged, as part of its mission to deliver its services and make its programs available throughout the Commonwealth; and

WHEREAS, the University of Kentucky has determined that NETWORK can better accomplish its mission by establishing a Network of Affiliates that would project its programs further into the Commonwealth; and

WHEREAS, AFFILIATE desires to become a member of the Norton Healthcare/UK HealthCare Stroke Care Network and serve as a Network Affiliate; and

WHEREAS, NETWORK has determined that AFFILIATE presents a suitable and appropriate site to conduct research, educational and public health programs; and thus, should become an affiliate and a member of the Norton Healthcare/UK HealthCare Stroke Care Network;

NOW THEREFORE, the parties agree as follows:

1. Establishment of NETWORK. NETWORK hereby establishes and acknowledges establishment of a network of affiliates, which shall consist of NETWORK and one or more affiliates, to operate for the purpose of improving the quality of care, preventive medicine, education and research into stroke and related diseases throughout the Commonwealth of Kentucky.
2. Terms of Engagement. NETWORK engages AFFILIATE and AFFILIATE accepts said engagement to serve as an AFFILIATE, for the Service Area identified in Exhibit A, and member of the Norton Healthcare/UK HealthCare Stroke Care Network. The relationship of the parties shall be that of independent contractors,

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one to the other. Nothing in this AGREEMENT shall be construed to create a partnership, joint venture, agency or employment relationship between the parties. Moreover, the ultimate responsibility for all patient care decisions for any patients treated at AFFILIATE shall remain with the AFFILIATE and/or its medical staff members.

3. Annual Affiliation Fee. AFFILIATE shall pay to NETWORK an initial Affiliation Fee ("FEE") of **WRITE OUT AMOUNT IN ALL CAPS (\$X,XXX.00)**. This FEE for the initial **X** months from **FULL DATE to June 30, 201X** shall be due within sixty (60) days of execution of the AGREEMENT. Each annual renewal FEE shall be for **type out amount (\$x,xxx.00)** and due on July 1 commencing July 1, 201X. The Annual Affiliation FEE is designed and calculated to compensate NETWORK for the Basic Services offered on Exhibit B, which is attached hereto and incorporated by this reference, and for the potential marketing value of the NETWORK name to AFFILIATE, taking in consideration the potential marketing value of AFFILIATE'S name to NETWORK. The Annual Affiliation FEE shall entitle AFFILIATE to reference its affiliation with NETWORK in its informational brochures, website and in its telephone listing and to the Basic Services listed in Exhibit B. NETWORK likewise may make references to its AFFILIATION with AFFILIATE in its similar informational print and electronic publications. NETWORK will place appropriate indoor and outdoor signage at AFFILIATE'S site identifying the AFFILIATE office, if any, as part of the Norton Healthcare/UK HealthCare Stroke Care Network. Any additional use of the NETWORK name, for example, in any advertising or broadcast medium, shall be acquired from NETWORK in accordance with the rules set forth on Exhibit C.
4. NETWORK Assistance. AFFILIATE may obtain assistance with stroke quality assurance needs, stroke services analysis, and stroke programmatic support through NETWORK or NETWORK personnel as reflected in the SERVICES AGREEMENT attached hereto as Exhibit D and incorporated by this reference. Said assistance shall not include the basic assistance to AFFILIATE which is included a part of the Basic Services offered on Exhibit B, and paid for in the Annual Affiliation FEE in Paragraph 3 hereof. Specifics concerning the duties of NETWORK are set forth in the General and Administrative Duties of the NETWORK listed on Exhibit D-1.
5. AFFILIATE optional educational programs and services. NETWORK shall offer to AFFILIATE the stroke and public health educational programs and services as described and at the charges listed on Exhibit E, which is attached hereto and incorporated by this reference. Said programs and services shall be in addition to the programs and services included as part of the Basic Services offered on Exhibit B, and paid for in the Annual Affiliation FEE in Paragraph 3 hereof.
6. AFFILIATE access to research projects. NETWORK shall advise the medical staff of AFFILIATE on clinical trial research opportunities and allow said medical staff to make said opportunities available to its stroke patients and for its medical staff to

participate in such research, as determined to be appropriate by NETWORK. NETWORK shall furnish the Institutional Review Board and Principal Investigator for any such clinical trial or research opportunity. When appropriate NETWORK will coordinate with the AFFILIATE's onsite Institutional Review Board. In addition, NETWORK shall maintain control of all such research and shall own the intellectual property rights and related data developed in said research, results and publications. AFFILIATE and members of its medical staff may receive credit for assistance in the research consistent with customary academic practices. If deemed appropriate, NETWORK shall provide a research nurse or clinical research assistant for all research performed at AFFILIATE. Any said clinical support provided by NETWORK at AFFILIATE shall be the subject of one or more separate agreements in accordance with paragraph 8 of this AGREEMENT.

7. AFFILIATE based teaching. Any AFFILIATE based teaching will be the subject of a separate Academic Affiliation Agreement.
8. Clinical support to AFFILIATE. The focus of this affiliation is research, public health and clinical quality of care. It is anticipated that AFFILIATE, through its medical staff, shall continue to provide clinical care to its stroke patients. Any clinical support provided by NETWORK at AFFILIATE shall be the subject of one or more separate agreements. However, nothing in this AGREEMENT shall affect the ongoing relationships physicians of the University of Kentucky Chandler Medical Center (UKCMC) or other University of Kentucky Health Care services may have with other providers concerning patient consultations.
9. Governing rules. AFFILIATE shall abide by the governing rules promulgated by NETWORK, which are attached hereto as Exhibit F and incorporated herein by this reference. AFFILIATE acknowledges that NETWORK may modify said governing rules in its sound discretion. NETWORK shall provide AFFILIATE with thirty (30) days advance written notice of any change in said governing rules. AFFILIATE may terminate this AGREEMENT, if the new rule is unacceptable and the parties cannot reach a compromise within the thirty day notice period. In addition, AFFILIATE shall appoint at least one (1) representative with authority to act for AFFILIATE to serve on the Network Advisory Board and to attend the Annual Network Summit. AFFILIATE agrees and acknowledges that the number and location of all AFFILIATES may be determined exclusively by NETWORK.
10. Term; renewal; termination. The initial term of this AGREEMENT shall continue until June 30, 2015. Thereafter, the contract will automatically renew in one year increments on July 1 commencing July 1, 2015. Not less than 90 days before the end of the then current term the Executive Vice President for Health Affairs or designee and the designee of the AFFILIATE shall review the terms of the AGREEMENT, including but not limited to a review to assure that all payments set forth herein are based on the current fair market value and a review to make annual adjustments to the programs offered as necessary to best promote the objectives of the NETWORK. Subject to such revisions as are mutually agreeable at the time of

the review, submitted as written amendments to modify this AGREEMENT, then this AGREEMENT shall automatically be renewed in one-year increments beginning on July 1. Such revisions, if any, will commence on the first day of the renewal period. Alternately, either party may advise that it elects not to renew the AGREEMENT at the end of the then current term by providing written notice at least sixty (60) days in advance.

Either party may terminate at any time for cause, with thirty (30) days' notice. Cause shall include, but may not be limited to, any material breach of any provision of this AGREEMENT by either party, changes in Network rules not agreed to by AFFILIATE, unless waived by NETWORK, or other good cause.

11. Financial matters. All financial terms of the AFFILIATION are set forth in this AGREEMENT and the attached Exhibits. In the event that there is a breach of any payment term under this AGREEMENT or any of the attached Exhibits that is not cured within sixty (60) days of a written demand to so cure, this AGREEMENT (including all attached Exhibits) may be terminated immediately by the non-breaching party.
12. Disputes. The parties agree to negotiate in good faith for a period of ninety (90) days to resolve any disputes prior to resorting to any legal remedies. The ninety (90) day negotiation period may be initiated by either party giving written notice to the other of its desire to conduct negotiations about a dispute. The ninety (90) day period shall commence the day after receipt by the other party of the written notice.
13. Risk Management. AFFILIATE's administrator or designee and University of Kentucky Hospital's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a University student, resident, or faculty member is involved with said patient's care.
14. Liability. The University of Kentucky (UNIVERSITY) is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the provisions of the Kentucky Board of Claims, KRS 44.070 et seq for the recovery of tort claims made against the UNIVERSITY, its agents, officers or employees. The UNIVERSITY is self-insured pursuant to the provisions of KRS 164.939 et seq which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by the UNIVERSITY or its agents. Agents of the UNIVERSITY include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, UNIVERSITY maintains commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

AFFILIATE shall maintain medical liability insurance or self-insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the UNIVERSITY. The policy of insurance shall provide that such insurance shall not be canceled, modified or permitted to lapse without thirty (30) days prior written notice to UNIVERSITY. AFFILIATE shall promptly, following request by UNIVERSITY from time to time, provide evidence of such insurance acceptable to UNIVERSITY.

15. Representations and warranties. AFFILIATE represents, warrants and agrees as follows:

That it and any of its employees and agents acting under, or in connection with, this AGREEMENT shall at all times comply with any and all applicable federal and state statutes, regulations, standards, guidelines, memorandums, and letters including, but not limited to, those related to billing, reporting, and reimbursement;

That the terms of this AGREEMENT and any attached Exhibits are commercially reasonable and the payments provided are consistent with Fair Market Value for general commercial purposes without regard, directly or indirectly, to the volume or value of any referrals or other business generated or which could in the future be generated between the parties.

16. Grounds for Immediate Termination. The matters listed upon Exhibit G, which is attached hereto and incorporated by this reference, if committed or allowed to occur by either party, shall be grounds for immediate termination of this AGREEMENT by the non-affected party, in NETWORK's sole discretion, and are not subject to the dispute resolution provisions of paragraph 13 and in this AGREEMENT.

17. Performance Standards. NETWORK anticipates that AFFILIATE will meet certain clinical outcomes and educational performance standards within an agreed upon timeframe. The performance standards applicable to this AFFILIATE are set forth on Exhibit H, which is attached hereto and incorporated by this reference.

18. Corporate Compliance. AFFILIATE and NETWORK affirm they are not excluded from participation, and are not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that AFFILIATE and NETWORK is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this AGREEMENT, the affected party will notify the other party at the address listed in Paragraph 22 in writing, by certified mail within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, the non-affected party, shall immediately terminate this AGREEMENT upon written notice.

Additionally, AFFILIATE and NETWORK affirm they are aware that both parties operate in accordance with a corporate compliance program, employ a Corporate Compliance Officer or employee hotline and operate a 24 hour, seven day a week compliance Comply-Line. Both parties have been informed that a copy of the other party's compliance plan is on file for review at any time by the other party during the term of this AGREEMENT. Conversely, should UKCMC be found to have violated the AFFILIATE compliance plan, AFFILIATE recognizes that it is under an affirmative obligation to immediately report to UKCMC's Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing, or directly (859) 323-8002 any actions by an agent or employee of UKCMC which AFFILIATE believes, in good faith, violates an ethical, professional or legal standard.

Nothing in this AGREEMENT contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this AGREEMENT later be creditably alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned activity and negotiate modification to the effected portion of the AGREEMENT for a thirty (30) day period. If at the end of this period, no compromise can be reached, the AGREEMENT will terminate.

19. Notices. Any notices required or deemed appropriate under this AGREEMENT shall be sent by certified mail, return receipt requested to the following addresses:

NETWORK
Norton Healthcare/UK HealthCare
Stoke Care Network
2355 Huguenard Drive, Suite 201A
Lexington, Kentucky 40503

AFFILIATE

with a copy to:
University of Kentucky
Attn: Jennifer Collins
Director of Clinical Contracting
Charles T. Wethington Building
900 Limestone Street, Suite 309G
Lexington, KY 40506-0020
Email: Jennifer.collins@uky.edu
Fax: (859) 257-5123
Phone: (859) 323-0006

20. Forum Provision. The parties hereto agree that any legal action which is brought on the basis of this AGREEMENT shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

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21. Priorities of Interpretation. The terms of this AGREEMENT and its Addenda (if any) shall take precedence in interpretation over any attached Exhibit. All Exhibits shall have equal priority in interpretation.

22. Whole agreement; Modification. This AGREEMENT and the attached Exhibits and Addenda (if any) represent the final and complete agreement between the parties and supersedes all prior agreements between the parties with respect to the subject matter hereto. It is contemplated that the parties hereto may contemporaneously or hereafter from time to time make additional agreements with respect to the subject matter hereto. Such additional agreements shall be valid to the extent that they are not in conflict with or otherwise inconsistent with this primary agreement. Such additional agreement shall not be considered as replacing or amending this primary agreement unless they so state and specifically refer to this primary agreement by title and date. Such additional agreements shall automatically terminate coincident with the termination of this primary agreement.

No modification or amendment of this agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have agreed and executed this AGREEMENT as of the date first above written.

NETWORK

AFFILIATE

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

Service Area

The catchment area served by **spellout full hospital name** is **x,y,z County, State**.

TEMPLATE

EXHIBIT B

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Basic Services

1. AFFILIATE may utilize NETWORK name or logo, as set forth on Exhibit C, on its letterhead and approved information brochures.
2. AFFILIATE shall receive from NETWORK up to two (2) hours per month of services offered on Exhibit D-1.
3. AFFILIATE shall receive the Initial Program Curriculum as established by NETWORK, which shall be provided during the first year of AFFILIATE's affiliation.
4. After AFFILIATE's first year of affiliation, at the request of AFFILIATE or NETWORK, AFFILIATE shall receive up to two on-site educational programs each year, which may be tailored to nurses, physicians or other providers depending on affiliate needs.
5. AFFILIATE shall receive all stroke protocol, research, and educational information as deemed appropriate by NETWORK.
6. AFFILIATE shall have access to any website, sharepoint, or listserv media created by NETWORK for the purpose of the Norton Healthcare/UK HealthCare Stroke Care Network.
7. AFFILIATE shall have access to participation via the Kentucky Telehealth Network in educational offerings sponsored by the University of Kentucky Stroke Program and Network
8. AFFILIATE shall have access to participation in the Norton Healthcare/UK HealthCare Stroke Care Annual Network Summit.

EXHIBIT C

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Use of Norton Healthcare/UK HealthCare Stroke Care Network Name or Logo by Affiliates

1. NETWORK (sometimes referred to in this Exhibit C as UK HealthCare) retains the right to review and approve any material containing Norton Healthcare/UK HealthCare Stroke Care Network name and logo. Requests should be made in written (paper) or electronic format. UK HealthCare Director of Marketing or appropriate Service Line Marketing Manager will provide said approval.
2. UK HealthCare will render decision on use within two (2) weeks after receipt of request.
3. Ongoing applications or repeated use of the logo need only be approved once by UK HealthCare Marketing, so long as the scope of use is approved, as well(e.g., all letterhead). Any first-time use of the name and logo must be approved in advance by the UK HealthCare Marketing Department.
4. AFFILIATE shall refer to relationship with UK HealthCare as “Norton Healthcare/UK HealthCare Stroke Care Network”.
5. Joint informational campaigns or outreach initiatives between the AFFILIATE and NETWORK are encouraged with each organization being responsible for half of all costs. Both organizations’ marketing departments must approve any material, advertising, etc., to be utilized.
6. Use of NETWORK logo for fund development campaigns for stroke need to be approved and coordinated with NETWORK. Promotional materials need to be approved by UK HealthCare Marketing.
7. AFFILIATE may use the following logo on publications, building signage, marketing material, letterhead and advertising, as part of the Basic Services (newspaper, TV, radio ads, billboards, etc.) with approval as outlined above. All other uses shall be considered Joint Campaigns, subject to additional and shared costs, as outlined in paragraph 5, above.

EXHIBIT D

Services Agreement

Between

UNIVERSITY OF KENTUCKY for its NORTON HEALTHCARE/UK
HEALTHCARE STROKE CARE NETWORK NETWORK)

And

AFFILIATE

I. OBLIGATIONS OF NETWORK:

- A. Appointment of Network Director. NETWORK shall assign **Michael R. Dobbs, M.D., M.H.C.M.**, to serve as the Director of the Norton Healthcare/UK HealthCare - Stroke Care Network. In the event the Network Director is unavailable at any time, the duties of Network Director may be exercised by a designee physician selected by the Network Director.
- B. Duties of Network Director. As Network Director during the term of this SERVICES AGREEMENT, Director shall perform or designate and direct personnel to perform the duties described in Exhibit D-1, which is incorporated by reference herein. Said directorship duties do not include any on-site clinical services.
- C. Network Administrator. The Network Director may appoint a Network Administrator or other personnel to handle the day to day responsibility of administering the Norton Healthcare/UK HealthCare Stroke Care Network.

II. OBLIGATIONS OF AFFILIATE:

- A. Support Services. AFFILIATE shall provide personnel, services, space and equipment as are reasonably necessary for the proper and efficient operation of its stroke program and participation in the Network. This includes, but is not limited to, nursing, administration, accounting, engineering, purchasing, medical records, and adequate space and equipment.
- B. Affiliate Administrative and Clinical Liaison(s). AFFILIATE shall name an administrative and a clinical liaison to serve as the primary point(s) of contact for NETWORK and NETWORK personnel. The administrative and clinical liaison may be the same person. This liaison will also be responsible for coordinating with AFFILIATE and, when necessary, NETWORK or NETWORK personnel, to meet the core requirements identified in Exhibit H of the NETWORK AFFILIATION AGREEMENT within the agreed upon time frame. AFFILIATE shall notify the Network Director of the name and contact information of the appointed liaison within thirty (30) days of execution of the NETWORK AFFILIATION AGREEMENT.

- C. Affiliate Stroke Contact. AFFILIATE shall name an employee to serve as a point of contact with NETWORK and AFFILIATE's stroke program to coordinate with NETWORK and ensure AFFILIATE's stroke program quality standards are being met. This point of contact may be the same person as the administrative and clinical liaison referenced in II.B above. AFFILIATE shall notify the Network Director of the name and contact information of the appointed person within thirty (30) days of execution of the NETWORK AFFILIATION AGREEMENT.
- D. Affiliate Medical Director. AFFILIATE shall appoint a physician from its medical staff to serve as Medical Director responsible for the day to day operations of its stroke program, including but not limited to coordination of all clinical and medical care provided by AFFILIATE to its stroke patients. AFFILIATE shall notify the Network Director of the name and contact information of the appointed physician within thirty (30) days of execution of the NETWORK AFFILIATION AGREEMENT.

III. SCHEDULE OF ACTIVITIES:

The parties will mutually agree upon the day(s) and time(s) of participation. Actual hours of service will be noted on time records.

IV. EQUAL OPPORTUNITY:

The University of Kentucky is an equal opportunity employer and the other party to this agreement agrees not to discriminate in regard to race, color, creed, age, sex, national origin or disability.

VI. INCORPORATIONS

The following paragraphs from the NETWORK AFFILIATION AGREEMENT are incorporated herein by reference, as if set forth fully, herein: 10, 14, 15, 16, 19, and 22.

EXHIBIT D-1

General and Administrative Duties of NETWORK

1. Advise on the quality, safety, and appropriateness of stroke programmatic services furnished by AFFILIATE;
2. At the request of the AFFILIATE or NETWORK, review and offer recommendations on AFFILIATE'S programmatic documents related to the administration of AFFILIATE's stroke program;
3. At the request of the AFFILIATE or NETWORK, assist AFFILIATE with the development of appropriate policies and procedures for the operation of AFFILIATE's stroke program;
4. Offer education programs for AFFILIATE staff, nurses and active Medical Staff members with specialized skills required for the performance of stroke program services;
5. Maintain and prepare, or assist in the preparation of, any records or reports specific to the Norton Healthcare/UK HealthCare - Stroke Care Network necessary to comply with the requirements of any governmental agency, accrediting body, funding source, or similar entity; and
6. Perform such other administrative or programmatic duties as reasonably required for the operation of the NETWORK's affiliate services.

EXHIBIT E

Optional Educational Programs and Services

1. NETWORK will provide stroke-specific nursing assistant education program. A one (1) hour nursing assistant seminar and associated travel to AFFILIATE will be provided at twenty dollars (\$20.00) per hour.
2. NETWORK will provide stroke-specific therapy education program(s). A one (1) hour physical therapy/occupational therapy session and associated travel to AFFILIATE or a one (1) hour speech language pathology/dysphagia seminar and associated travel to AFFILIATE will be provided at thirty-seven dollars and fifty cents (\$37.50) per hour.
3. NETWORK will provide consultative and advisory services included in the Network's Disease Specific Care (DSC) Certification Readiness Program, including but not limited to a one (1) day on-site mock certification survey, relevant materials and recommendations at a cost of three thousand dollars (\$3,000.00).

Advisory Services regarding certification included in the Network's Disease Specific Care (DSC) Certification Readiness Program are based on Network staff experience and expertise. The Network's Disease Specific Care (DSC) Certification Readiness Program is in no way linked to actual survey or certification with any accrediting agency and does not guarantee achievement of certification.
4. NETWORK will provide consultative and advisory services limited to a one (1) day on-site mock certification survey, including relevant materials and recommendations for one thousand dollars (\$1,000.00). Utilization of these consultative and advisory services does not guarantee achievement of any accrediting agency's certification.
5. NETWORK will provide Continuing Medical Education (CME) programs at AFFILIATE's request. CME seminar up to half day will be provided at three hundred dollars (\$300.00). CME seminar over half day up to a full day will be provided at six hundred dollars (\$600.00). AFFILIATE shall be expected, where practicable, to accredit and pay the cost of accrediting the CME. If AFFILIATE does not accredit the CME, NETWORK, at AFFILIATE's request, may arrange for the accreditation for an additional fee as determined by NETWORK.
6. NETWORK will provide Continuing Nursing Education (CNE) or therapy services programs at AFFILIATE's request. CNE or therapy services seminar up to half day will be provided at one hundred fifty dollars (\$150.00). CNE or therapy

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services seminar over half day up to a full day will be provided at three hundred dollars (\$300.00). AFFILIATE shall be expected, where practicable, to accredit and pay the cost of accrediting the CNE. If AFFILIATE does not accredit the CNE, NETWORK, at AFFILIATE's request, may arrange for the accreditation for an additional fee as determined by NETWORK.

7. NETWORK will furnish staff for CME, CNE or ancillary services seminars. AFFILIATE will furnish space and refreshments for CME, CNE or ancillary services seminars.
8. AFFILIATE may purchase additional services from the NETWORK at an additional cost as mutually agreed to by the Parties in the form of an addendum to the NETWORK AFFILIATION AGREEMENT. The cost for such services shall be determined in part on whether the services will be provided by the Network Director or a physician designee or other Network personnel.

TEMPLATE

EXHIBIT F

Governing Rules

- I. Network Director. Michael R. Dobbs, M.D., M.H.C.M., shall serve as Director of the Norton Healthcare/UK HealthCare Stroke Care Network (hereafter the “Network”). The Network Director shall have the day to day responsibility of directing the Network.
- II. Network Administrator. The Network Director may appoint a Network Administrator to handle the day to day responsibility of administering the Network.
- III. Advisory Board. The Network Advisory Board will be comprised of at least one representative from each affiliate member with authority to act for the affiliate. AFFILIATE shall notify the Network Director of the name and contact information for each representative. This Board shall meet at the call of the Network Director. Participation in this meeting may be in person, or via video/teleconferencing if such technologies are readily available.
- IV. Annual Network Summit. NETWORK will hold an annual summit for affiliate members.
- V. Dispute Resolution. The Network Advisory Board may consider disputes among network members. The Board may make non-binding recommendations to the Network Director whose decision will be final.
- VI. Addition to or Modification of Rules. Additions or modifications to the network rules may be proposed by members of the advisory board or NETWORK. The ultimate approval authority for any new rules shall be the Network Director. New rules shall be effective thirty (30) days after approval. Once approved, rules shall be sent to the Network members, in writing, and shall constitute a modification to this Exhibit. Governing Rules merely pertain to governance and relations between Network members. No new rule can modify a financial or performance term of this NETWORK AFFILIATION AGREEMENT.

EXHIBIT G

Grounds for Immediate Termination

1. In the event Network Director believes AFFILIATE is materially deviating from standard medical practice.
2. AFFILIATE loss of licensure.
3. AFFILIATE loss of The Joint Commission hospital accreditation.
4. AFFILIATE exclusion or ineligibility to participate in a federal health care program.
5. NETWORK loss of licensure.
6. NETWORK exclusion or ineligibility to participate in a federal health care program.

EXHIBIT H

Performance Standards

Goal: Develop a community-based stroke program that provides clinical care, delivers educational programs for staff and community, and participates in clinical research.

Timeframe: NETWORK will coordinate with AFFILIATE to establish an agreed upon time frame for AFFILIATE to achieve the core requirements set forth below.

Core Requirements:

- Participate in either the American Stroke Association - Get With The Guidelines program, be certified in (Stroke) Disease Specific Care by a nationally recognized accrediting agency or implement current evidence based standards with quality analysis and performance improvement activities for the level of care provided by AFFILIATE as developed in conjunction with and agreed upon by NETWORK;
- Participate in continuous quality improvement and quality reporting to the NETWORK as requested by the NETWORK that is shared with at a minimum AFFILIATE's Chief Executive Officer, Chief Operating Officer, Chief Nursing Officer, Chief of Staff, and Affiliate Medical Director or their designees;
- Participate on a quarterly basis in at least one (1) educational offering as designated appropriate by NETWORK;
- Conduct annual stroke screening program;
- Conduct annual community stroke education program (can be combined with annual screening program);
- Participate in the Annual Network Summit;
- Provide representation and participation on the Network Advisory Board as required by Exhibit F;
- Refer appropriate stroke patients, if any, for clinical research studies at AFFILIATE's sole discretion; and
- If participating in clinical trials, provide clinical trials education, training, and human subject certification for staff.

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