

**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 29<sup>th</sup> day of June, 2016, between University of Toledo Medical Center ("UTMC"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, PTH and UTMC constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same urban area and have shared rotational arrangements;

WHEREAS, PTH and UTMC desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

UTMC: 36-0048

PTH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	139.94	152.28
PTH	40.13	40.78

## II. ADJUSTMENT TO FTE CAPS.

For Academic Year 2017, each Party's FTE Caps shall be adjusted as follows:

Institution	IME	DME
UTMC	-34	-34
PTH	+34	+34
Total	0	0

## III. SHARED ROTATIONAL ARRANGEMENT.

For Academic Year 2017, the shared rotations shall affect each Party's FTE counts as follows:

Institution	FTE Resident Count
UTMC	-78.38
PTH	+78.38
Total	0.00

## IV. ADJUSTMENT.

Prior to June 30, 2017, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

## V. TERM AND TERMINATION.

A. Term. This Agreement shall commence on July 1, 2016 (the "Effective Date") and continue in full force and effect until June 30, 2017.

B. Termination. Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2016. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.


B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

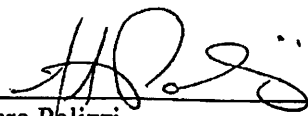
D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**UNIVERSITY OF TOLEDO  
MEDICAL CENTER**

  
\_\_\_\_\_  
Daniel L. Barbee  
Interim Chief Executive Officer  
University of Toledo Medical Center

**TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL**

  
\_\_\_\_\_  
Arturo Polizzi  
President, ProMedica Toledo Hospital

**EXHIBIT A**

- Attached ProMedica Toledo Hospital/Ohio Valley Medical Center Aggregation Agreement
- Attached ProMedica Flower Hospital/ProMedica Toledo Hospital Aggregation Agreement

**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 20th day of June, 2016, between Ohio Valley Medical Center ("OVMC"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, OVMC and PTH constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same geographic area and have shared rotational arrangements;

WHEREAS, OVMC and PTH desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

OVMC:       51-0039  
PTH:         36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I.     PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

Institution	IME	DME
OVMC	22.93	22.93
PTH	40.13	40.78

**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2017, each Party's FTE Caps shall be adjusted as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
OVMC	-0.42	-0.42
PTH	+0.42	+0.42
Total	0	0

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2017, the shared rotations shall affect each Party's FTE counts as follows:

<b>Institution</b>	<b>FTE Resident Count</b>
OVMC	-0.42
PTH	+0.42
Total	0

**IV. ADJUSTMENT.**

Prior to June 30, 2017, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

**V. TERM AND TERMINATION.**

A. Term. This Agreement shall commence on July 1, 2016 (the "Effective Date") and continue in full force and effect until June 30, 2017.

B. Termination. Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

VI. OTHER PROVISIONS.

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2016. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

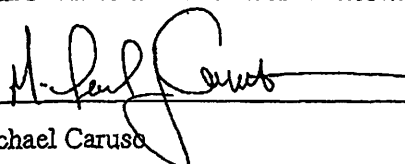
B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

OHIO VALLEY MEDICAL CENTER



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Michael Caruso  
President & CEO, Ohio Valley Health  
Services & Education, on behalf of  
Ohio Valley Medical Center

THE TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL



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Arturo Polizzi  
President, ProMedica Toledo Hospital

## **EXHIBIT A**

- Attached ProMedica Toledo Hospital/ProMedica Flower Hospital Aggregation Agreement
- Attached ProMedica Toledo Hospital/University of Toledo Hospital Aggregation Agreement



**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 20th day of June, 2016, between Flower Hospital, doing business as ProMedica Flower Hospital ("PFH"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, PFH and PTH constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are under common ownership and have shared rotational arrangements;

WHEREAS, PFH and PTH desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

PFH: 36-0074

PTH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
PFH	17.17	17.55
PTH	40.13	40.78

## II. ADJUSTMENT TO FTE CAPS.

For Academic Year 2017, each Party's FTE Caps shall be adjusted as follows:

Institution	IME	DME
PFH	-13.15	-13.15
PTH	+13.15	+13.15
Total	0	0

## III. SHARED ROTATIONAL ARRANGEMENT.

For Academic Year 2017, the shared rotations shall affect each Party's FTE counts as follows:

Institution	FTE Resident Count
PFH	-2.69
PTH	+2.69
Total	0.00

## IV. ADJUSTMENT.

Prior to June 30, 2017, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

## V. TERM AND TERMINATION.

A. Term. This Agreement shall commence on July 1, 2016 (the "Effective Date") and continue in full force and effect until June 30, 2017.

B. Termination. Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2016. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

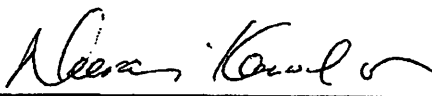
B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

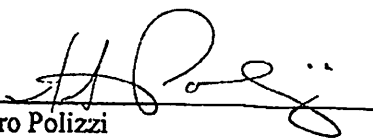
D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**FLOWER HOSPITAL**  
dba PROMEDICA FLOWER HOSPITAL

  
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Neeraj Kanwal, M.D.  
President, ProMedica Flower Hospital

**TOLEDO HOSPITAL**  
dba PROMEDICA TOLEDO HOSPITAL

  
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Arturo Polizzi  
President, ProMedica Toledo Hospital

**EXHIBIT A**

- Attached ProMedica Toledo/Ohio Valley Medical Center Aggregation Agreement
- Attached ProMedica Toledo Hospital/University of Toledo Medical Center Aggregation Agreement

**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 26th day of June, 2017, between University of Toledo Medical Center ("UTMC"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, PTH and UTMC constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same urban area and have shared rotational arrangements;

WHEREAS, PTH and UTMC desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

UTMC: 36-0048

PTH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	139.94	152.28
PTH	40.13	40.78

**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2018, each Party's FTE Caps shall be adjusted as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	-84	-84
PTH	+84	+84
Total	0	0

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2018, the shared rotations shall affect each Party's FTE counts as follows:

<b>Institution</b>	<b>FTE Resident Count</b>
UTMC	-120.08
PTH	+120.08
Total	0.00

**IV. ADJUSTMENT.**

Prior to June 30, 2018, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

**V. TERM AND TERMINATION.**

A. Term. This Agreement shall commence on July 1, 2017 (the "Effective Date") and continue in full force and effect until June 30, 2018.

B. Termination. Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2017. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**UNIVERSITY OF TOLEDO  
MEDICAL CENTER**

**TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL**



\_\_\_\_\_  
Daniel L. Barbee  
Chief Executive Officer  
University of Toledo Medical Center



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Arturo Polizzi  
President, ProMedica Toledo Hospital

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**EXHIBIT A**

- Attached ProMedica Toledo Hospital/Ohio Valley Medical Center Aggregation Agreement
  - Attached ProMedica Flower Hospital/ProMedica Toledo Hospital Aggregation Agreement
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**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 26th day of June, 2017, between Ohio Valley Medical Center ("OVMC") and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, OVMC and PTH constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same geographic area and have shared rotational arrangements;

WHEREAS, OVMC and PTH desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

OVMC: 51-0039  
PTH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

Institution	IME	DME
OVMC	22.93	22.93
PTH	40.13	40.78

**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2017, each Party's FTE Caps shall be adjusted as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
OVMC	-0.33	-0.33
PTH	+0.33	+0.33
Total	0	0

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2017, the shared rotations shall affect each Party's FTE counts as follows:

<b>Institution</b>	<b>FTE Resident Count</b>
OVMC	-0.33
PTH	+0.33
Total	0

**IV. ADJUSTMENT.**

Prior to June 30, 2018, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

**V. TERM AND TERMINATION.**

A. Term. This Agreement shall commence on July 1, 2017 (the "Effective Date") and continue in full force and effect until June 30, 2018.

B. Termination. Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2017. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

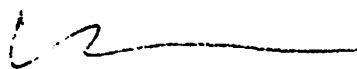
B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**OHIO VALLEY MEDICAL CENTER**



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Michael J. Sarrao  
Executive Vice-President  
Ohio Valley Medical Center

**THE TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL**

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Arturo Polizzi  
President, ProMedica Toledo Hospital

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2017. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**OHIO VALLEY MEDICAL CENTER**

**THE TOLEDO HOSPITAL**  
dba **PROMEDICA TOLEDO HOSPITAL**



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Lex Reddy  
President & CEO

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Arturo Polizzi  
President, ProMedica Toledo Hospital

Ohio Valley Medical Center

**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 26th day of June, 2017, between Flower Hospital, doing business as ProMedica Flower Hospital ("PFH"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, PFH and PTH constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are under common ownership and have shared rotational arrangements;

WHEREAS, PFH and PTH desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

PFH: 36-0074

PTH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
PFH	17.17	17.55
PTH	40.13	40.78

**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2018, each Party's FTE Caps shall be adjusted as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
PFH	-13.69	-13.69
PTH	+13.69	+13.69
Total	0	0

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2017, the shared rotations shall affect each Party's FTE counts as follows:

<b>Institution</b>	<b>FTE Resident Count</b>
PFH	-4.40
PTH	+4.40
Total	0.00

**IV. ADJUSTMENT.**

Prior to June 30, 2018, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

**V. TERM AND TERMINATION.**

A. **Term.** This Agreement shall commence on July 1, 2017 (the "Effective Date") and continue in full force and effect until June 30, 2018.

B. **Termination.** Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2017. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

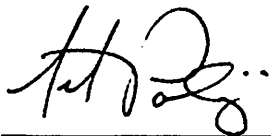
B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

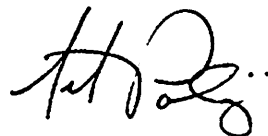
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**FLOWER HOSPITAL**  
dba **PROMEDICA FLOWER HOSPITAL**



\_\_\_\_\_  
Arturo Polizzi  
President, ProMedica Flower Hospital

**TOLEDO HOSPITAL**  
dba **PROMEDICA TOLEDO HOSPITAL**



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Arturo Polizzi  
President, ProMedica Toledo Hospital

**AMENDMENT TO**  
**MEDICARE GRADUATE MEDICAL EDUCATION**  
**AFFILIATION AGREEMENT**

This Amendment (this "Amendment") to the Academic Year 2017 Medicare Graduate Medical Education Affiliation Agreement (the "2017 Agreement"), effective as of June 26, 2017 by and among University of Toledo Medical Center ("UTMC") and The Toledo Hospital, ("TH") (collectively, the "Parties," each a "Party") is entered into as of this 26th day of June, 2017, among the Parties.

WHEREAS, UTMC and TH constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same urban area and have shared rotational arrangements;

WHEREAS, UTMC and TH entered into the 2017 Agreement in order to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement;

WHEREAS, the 2017 Agreement included projections regarding the impact on each Party's FTE count relating to the shared rotations among the Parties;

WHEREAS, the Parties now have more accurate data regarding the shared rotations;

WHEREAS, the Parties wish to amend the 2017 Agreement to reflect this data and to make various changes to the reallocation of the FTE Caps among the Parties;

WHEREAS, the Medicare provider numbers for each Party are as follows:

UTMC: 36-0048

TH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:



**I. PRE-EFFECTIVE DATE FTE CAPS.**

The Parties hereby confirm that each Party's IME and DME FTE Caps prior to the Effective Date of the 2017 Agreement are as follows (exclusive of any increases attributable to Section 5503 of the Affordable Care Act, which are not currently allocable under a Medicare GME Affiliation Agreement):

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	139.94	152.28
TH	40.13	40.78

**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2017, the Parties hereby amend and restate the adjustments to be made to each Party's FTE Caps as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	-34.00	-34.00
TH	+34.00	+34.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2017, the Parties hereby acknowledge that the shared rotations affected each Party's FTE counts as follows:

<b>Institution</b>	<b>FTE Count</b>
FH	-78.13
TH	+78.13
<b>Total</b>	<b>0</b>


**IV. OTHER PROVISIONS.**

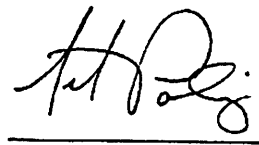
Other than as amended by this Amendment, the terms and provisions of the 2017 Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**UNIVERSITY OF TOLEDO  
MEDICAL CENTER**

**TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL**

  
\_\_\_\_\_  
Daniel L. Barbee  
Chief Executive Officer  
University of Toledo Medical Center

  
\_\_\_\_\_  
Arturo Polizzi  
President, ProMedica Toledo Hospital

**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 26th day of June, 2018, between University of Toledo Medical Center ("UTMC"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, PTH and UTMC constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same urban area and have shared rotational arrangements;

WHEREAS, PTH and UTMC desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

UTMC: 36-0048

PTH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	139.94	152.28
PTH	61.80	40.78

**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2019, each Party's FTE Caps shall be adjusted as follows:

Institution	IME	DME
UTMC	-104.00	-104.00
PTH	+104.00	+104.00
Total	0	0

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2019, the shared rotations shall affect each Party's FTE counts as follows:

Institution	FTE Resident Count
UTMC	-171.47
PTH	+171.47
Total	0.00

**IV. ADJUSTMENT.**

Prior to June 30, 2019, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

**V. TERM AND TERMINATION.**

A. Term. This Agreement shall commence on July 1, 2018 (the "Effective Date") and continue in full force and effect until June 30, 2019.

B. Termination. Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2018. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

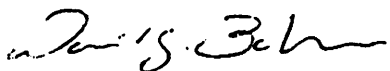
B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**UNIVERSITY OF TOLEDO  
MEDICAL CENTER**



\_\_\_\_\_  
Daniel L. Barbee  
Chief Executive Officer  
University of Toledo Medical Center

**TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL**



\_\_\_\_\_  
Arturo Polizzi  
President, ProMedica Toledo Hospital

**EXHIBIT A**

- Attached ProMedica Toledo Hospital/Ohio Valley Medical Center Aggregation Agreement
- Attached ProMedica Flower Hospital/ProMedica Toledo Hospital Aggregation Agreement

**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 26th day of June, 2018, between Ohio Valley Medical Center ("OVMC") and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, OVMC and PTH constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same geographic area and have shared rotational arrangements;

WHEREAS, OVMC and PTH desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

OVMC:        51-0039  
PTH:         36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I.    PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
OVMC	22.93	22.96
PTH	61.80	40.78

## II. ADJUSTMENT TO FTE CAPS.

For Academic Year 2019, each Party's FTE Caps shall be adjusted as follows:

Institution	IME	DME
OVMC	-0.33	-0.33
PTH	+0.33	+0.33
Total	0	0

## III. SHARED ROTATIONAL ARRANGEMENT.

For Academic Year 2019, the shared rotations shall affect each Party's FTE counts as follows:

Institution	FTE Resident Count
OVMC	-0.33
PTH	+0.33
Total	0

## IV. ADJUSTMENT.

Prior to June 30, 2019, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

## V. TERM AND TERMINATION.

A. Term. This Agreement shall commence on July 1, 2018 (the "Effective Date") and continue in full force and effect until June 30, 2019.

B. Termination. Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.



**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2018. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

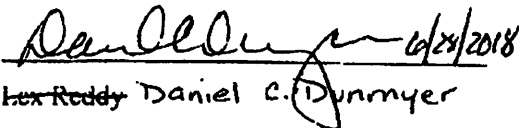
B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GML affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

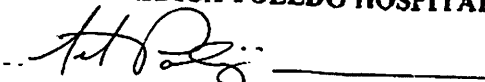
D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**OHIO VALLEY MEDICAL CENTER**

  
Lex Reddy Daniel C. Dunmyer  
President & CEO  
Ohio Valley Medical Center

**THE TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL**

  
Arturo Polizzi  
President, ProMedica Toledo Hospital

**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 26th day of June, 2018, between Flower Hospital, doing business as ProMedica Flower Hospital ("PFH"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, PFH and PTH constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are under common ownership and have shared rotational arrangements;

WHEREAS, PFH and PTH desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

PFH: 36-0074

PTH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
PFH	17.17	17.55
PTH	61.80	40.78

**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2019, each Party's FTE Caps shall be adjusted as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
PFH	-12.19	-12.19
PTH	+12.19	+12.19
Total	0	0

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2019, the shared rotations shall affect each Party's FTE counts as follows:

<b>Institution</b>	<b>FTE Resident Count</b>
PFH	-5.06
PTH	+5.06
Total	0.00

**IV. ADJUSTMENT.**

Prior to June 30, 2019, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

**V. TERM AND TERMINATION.**

A. Term. This Agreement shall commence on July 1, 2018 (the "Effective Date") and continue in full force and effect until June 30, 2019.

B. Termination. Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2018. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date, except as provided in the attached Exhibit A.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.

D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**FLOWER HOSPITAL**  
dba **PROMEDICA FLOWER HOSPITAL**



\_\_\_\_\_  
Arturo Polizzi  
President, ProMedica Flower Hospital

**TOLEDO HOSPITAL**  
dba **PROMEDICA TOLEDO HOSPITAL**



\_\_\_\_\_  
Arturo Polizzi  
President, ProMedica Toledo Hospital

**AMENDMENT TO MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Amendment ("Amendment") to the Medicare Graduate Medical Education Affiliation Agreement (the "2019 Agreement"), effective as of July 1, 2018 (the "Effective Date"), is entered into as of this 26th day of June, 2019, between University of Toledo Medical Center ("UTMC"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties;" each a "Party").

WHEREAS, PTH and UTMC constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same urban area and have shared rotational arrangements;

WHEREAS, PTH and UTMC desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DME") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

UTMC:       36-0048

PTH:         36-0068

WHEREAS, effective December 2, 2018, Flower Hospital (provider number 36-0074) has merged into PTH, resulting in new FTE Caps for PTH (the "Merger");

WHEREAS, it has further been determined that the UTMC FTE Caps had been understated in the Agreement and need to be corrected;

WHEREAS, the Parties have also decided that it would be fair and equitable to increase the size of the FTE Cap adjustment in favor of PTH, in light of the volume of training occurring at PTH;

WHEREAS, the Parties now have more accurate information regarding the shared rotational arrangements and are inserting that information below;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. ORIGINAL FTE CAPS.**

Each Party's IME and DME FTE Caps prior to giving effect to the provisions of this Agreement (but giving effect to the Merger) are as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	147.94	160.28
PTH	75.39	50.88

**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2019, each Party's FTE Caps shall be adjusted as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	-104.00	-104.00
PTH	+104.00	+104.00
Total	0	0

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2019, the shared rotations shall affect each Party's FTE counts as follows:

<b>Institution</b>	<b>FTE Resident Count</b>
UTMC	-154.63
PTH	+154.63
Total	0.00

**IV. OTHER PROVISIONS.**


Other than as amended by this Amendment, the terms and provisions of the 2019 Agreement remain in full force and effect.

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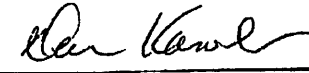
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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first above written.

**UNIVERSITY OF TOLEDO  
MEDICAL CENTER**

  
\_\_\_\_\_  
Daniel L. Barbee  
Chief Executive Officer  
University of Toledo Medical Center

**TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL**

  
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Neeraj Kanwal, M.D.  
Interim President, ProMedica Toledo Hospital

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**MEDICARE GRADUATE MEDICAL EDUCATION**

**AFFILIATION AGREEMENT**

This Medicare Graduate Medical Education Affiliation Agreement (this "Agreement") is entered into as of this 26th day of June, 2019, effective as of July 1, 2019, between University of Toledo Medical Center ("UTMC"), and The Toledo Hospital, doing business as ProMedica Toledo Hospital ("PTH") (collectively, the "Parties," each a "Party").

WHEREAS, PTH and UTMC constitute a "Medicare GME affiliated group" as defined in 42 C.F.R. § 413.75(b) because they are in the same urban area and have shared rotational arrangements;

WHEREAS, PTH and UTMC desire to aggregate and reallocate their caps (the "FTE Caps") on the number of full-time equivalent residents ("FTEs") that can be counted for purposes of Medicare indirect medical education ("IME") and direct graduate medical education ("DMF") reimbursement; and

WHEREAS, the Medicare provider numbers for each Party are as follows:

UTMC: 36-0048

PTH: 36-0068

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the Parties hereby agree as follows:

**I. PRE-EFFECTIVE DATE FTE CAPS.**

Each Party's IME and DME FTE Caps prior to the Effective Date of this Agreement are as follows:

Institution	IME	DME
UTMC	147.94	160.28
PTH	85.42	58.33



**II. ADJUSTMENT TO FTE CAPS.**

For Academic Year 2020, each Party's FTE Caps shall be adjusted as follows:

<b>Institution</b>	<b>IME</b>	<b>DME</b>
UTMC	-111.94	-124.28
PTH	+111.94	+124.28
Total	0	0

**III. SHARED ROTATIONAL ARRANGEMENT.**

For Academic Year 2020, the shared rotations shall affect each Party's FTE counts as follows:

<b>Institution</b>	<b>FTE Resident Count</b>
UTMC	-165.26
PTH	+165.26
Total	0.00

**IV. ADJUSTMENT.**

Prior to June 30, 2020, the Parties shall, if necessary due to unanticipated changes in the number of FTEs trained by each Party, submit to their respective Medicare Administrative Contractors an addendum or amendment to this Agreement.

**V. TERM AND TERMINATION.**

A. **Term.** This Agreement shall commence on July 1, 2019 (the "Effective Date") and continue in full force and effect until June 30, 2020.

B. **Termination.** Either Party can terminate this Agreement upon 60 days written notice to the other Party, or earlier by mutual agreement. Upon any termination or expiration of this Agreement, the FTE Caps shall revert to the FTE Cap that had been in effect prior to the Effective Date hereof.

**VI. OTHER PROVISIONS.**

A. Submission. The Parties shall submit a copy of this Agreement to the CMS Central Office no later than July 1, 2019. Each Party shall also submit a copy of this Agreement to its Medicare Administrative Contractor.

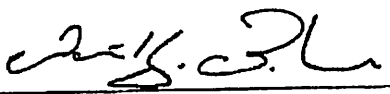
B. Affiliations with Other Parties. Both of the Parties hereby represent and warrant that this affiliation agreement is the only Medicare GME affiliation agreement to which either Party is a party for the period commencing on or as of the Effective Date.

C. Amendment. This Agreement and any attachment hereto may be amended only by a written agreement executed by the Parties. All such amendments shall be submitted by each Party to its Medicare Administrative Contractor.


D. Counterparts. This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on the Parties, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

**UNIVERSITY OF TOLEDO  
MEDICAL CENTER**

  
\_\_\_\_\_  
Daniel L. Barbee  
Chief Executive Officer  
University of Toledo Medical Center

**TOLEDO HOSPITAL  
dba PROMEDICA TOLEDO HOSPITAL**

  
\_\_\_\_\_  
Neeraj Kanwal, M.D.  
Interim President, ProMedica Toledo Hospital