HOSPITAL RESEARCH RATE AGREEMENT

EIN #: 1386006309A1

DATE: June 29, 2012

HOSPITAL:
University of Michigan Health System
Michigan House
2301 Commonwealth Blvd
Ann Arbor, MI 48105-1500

FILING REF: The preceding Agreement was dated March 30, 2011

The rates and/or amounts approved in this agreement are for use on grants, contracts and other agreements with the Department of Health and Human Services, subject to the conditions in Section II.

SECTION I: HOSPITAL USE RESEARCH RATES/AMOUNTS

<table>
<thead>
<tr>
<th>Effective Period</th>
<th>Rates/Amounts and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td>From-To</td>
</tr>
<tr>
<td>FINAL</td>
<td>07/01/10-06/30/11</td>
</tr>
</tbody>
</table>

Grant#: 5U10HL074422

<table>
<thead>
<tr>
<th>Operating Room</th>
<th>20.0%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anesthesiology</td>
<td>20.0%</td>
</tr>
<tr>
<td>Radiology</td>
<td>20.0%</td>
</tr>
<tr>
<td>Laboratories-all other</td>
<td>20.0%</td>
</tr>
<tr>
<td>Laboratories-reference labs</td>
<td>100.0%</td>
</tr>
<tr>
<td>Respiratory Therapy</td>
<td>20.0%</td>
</tr>
<tr>
<td>Physical Medicine</td>
<td>20.0%</td>
</tr>
<tr>
<td>Pharmacy</td>
<td>20.0%</td>
</tr>
<tr>
<td>Radiation Therapy</td>
<td>20.0%</td>
</tr>
<tr>
<td>Nuclear Medicine</td>
<td>20.0%</td>
</tr>
<tr>
<td>Electrocardiography</td>
<td>20.0%</td>
</tr>
<tr>
<td>Electroencephalography</td>
<td>20.0%</td>
</tr>
<tr>
<td>Medical Supply</td>
<td>20.0%</td>
</tr>
<tr>
<td>Psychiatry</td>
<td>20.0%</td>
</tr>
</tbody>
</table>

Routine Services

Adults & Pediatrics | 50.0% |
Intensive Care Unit | 50.0% |
SECTION I: HOSPITAL USE RESEARCH RATES/AMOUNTS (continued)

TYPE OF RATES/AMOUNTS: Fixed, Final, Prov. (Provisional), or Pred.(Predetermined)

<table>
<thead>
<tr>
<th>Type</th>
<th>Effective Period</th>
<th>Rates/Amounts and Applicability</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROV</td>
<td>07/01/11 Until Amended</td>
<td>Grant# 5U10HL074422</td>
</tr>
</tbody>
</table>

Ancillary Services – % of Standard Fee

Schedule Charges for Departments as Follows

- Operating Room: 20.0%
- Anesthesiology: 20.0%
- Radiology: 20.0%
- Laboratories—all other: 20.0%
- Laboratories-reference labs: 100.0%
- Respiratory Therapy: 20.0%
- Physical Medicine: 20.0%
- Pharmacy: 20.0%
- Radiation Therapy: 20.0%
- Nuclear Medicine: 20.0%
- Electrocardiology: 20.0%
- Electroencephalography: 20.0%
- Medical Supply: 20.0%
- Psychiatry: 20.0%

Routine Services

- Adults & Pediatrics: 50.0%
- Intensive Care Unit: 50.0%
SECTION II: GENERAL

A. LIMITATIONS: The rate(s) and/or amount(s) in this Agreement is subject to any statutory or administrative limitations and apply to a given grant, contract, or other agreement only to the extent that funds are available. Acceptance of the rate(s) and/or amount(s) is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing costs principles. (2) The same costs that have been treated as indirect costs are not claimed as direct costs. (3) Similar type of costs have been accorded consistent accounting treatment. (4) The information provided by the organization which was used to establish the rate(s) is not later found to be materially incomplete or inaccurate.

B. ACCOUNTING CHANGES: If a fixed or predetermined rate(s) and/or amount(s) is contained in this Agreement, it is based on the accounting system in effect at the time the agreement was negotiated. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of costs from indirect to direct. Failure to obtain such approval may result in costs disallowance.

C. FIXED RATES: If a fixed rate(s) is contained in this Agreement, it is based on an estimate of the costs for the period covered by the rate(s). When the actual costs for this period are determined, an adjustment will be made in a subsequent Agreement to compensate for the difference between the costs used to establish the fixed rate(s) and actual costs.

D. USE BY OTHER FEDERAL AGENCIES: The rate(s) and/or amount(s) in this Agreement is approved in accordance with the cost principles promulgated by the Department of Health and Human Services, and should be applied to grants, contracts and other agreements covered by these regulations, subject to any limitations in A above. The hospital may provide copies of this Agreement to other Federal Agencies to give them early notification of the Agreement.
E. SPECIAL REMARKS:

Equipment Definition - Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

BY THE HOSPITAL:

University of Michigan Health System

Ora Rescovitz

Signature

Ora Rescovitz

Name

Executive Vice President for Medical Affairs

9/24/12

Date

BY THE COGNIZANT AGENCY
ON BEHALF OF THE FEDERAL GOVERNMENT:

Department of Health & Human Services

Arif Karim

Signature

Arif Karim

Name

Director, Division of Cost Allocation

Title

June 29, 2012

Date (5151)

DHHS Representative: Denise M. Shirlee

Telephone: (214) 767-3313