December 20, 2012

TO: Miguel Garavito
Fondo Intangible Solidaro de Salud
Calle Manuel Sebastian Ugarte y Moscoso No 450 – Dpto. 501
Distrito de San Isidro
Lima 27, Peru
Telefono: 511 628-7092 / 628-7093

FROM: John Sory
University of Miami Miller School of Medicine
1120 NW 14th Street
3rd Floor, Executive Suite
Miami, FL 33136 USA
Telephone: 305-243-4287

RE: Medical Services Agreement

Enclosed please find the original signed Medical Services Agreement between Seguro Integral de Salud del Peru and the University of Miami Miller School of Medicine.

Please contact me if there is any question or concern.

We look forward to working with you and the children of Peru.

MEDICAL SERVICE AGREEMENT
BY AND BETWEEN
SEGURO INTEGRAL DE SALUD DEL PERU
AND
THE UNIVERSITY OF MIAMI MILLER SCHOOL OF MEDICINE

This Medical Service Agreement ("Agreement") executed this 13th day of December 2012 ("Effective Date") by and between ***SEGURO INTEGRAL DE SALUD DEL PERU***, an agency and instrumentality of the Peruvian Ministry of Health, identified by RUC Tax ID N° 20505208626, duly represented by its Acting Executive Director, Physician and Surgeon Pedro Fidel Grillo Rojas, bearer of National ID Nº 09644064, commissioned by means of Supreme Decree N° 022-2012-SA and authorized to sign the present Agreement according to article 11 number 11.10 Supreme Decree N° 011-2011-SA, with legal domicile at Calle Carlos Gonzales N° 212, district of San Miguel, Province and Department of Lima, Peru, (hereinafter referred to as "**THE USER")**; participating for the purposes of acknowledging and performing the Contract of **EXECUTIVE UNIT 002** ***FONDO INTANGIBLE SOLIDARIO DE SALUD*** of the SEGURO INTEGRAL DE SALUD (SIS) [COMPREHENSIVE HEALTH INSURANCE], with RUC Tax ID Number N° 20546736718, domiciled at Av. Manuel Sebastián Ugarte y Moscoso 450, San Isidro District, province and department of Lima, represented by Physician and Surgeon HECTOR MIGUEL GARAVITO FARRO, identified by Tax ID Nº 10304977, appointed by means of Director's Resolution N° 117-2012/SIS, dated August 8th, 2012; and the **UNIVERSITY OF MIAMI MILLER SCHOOL OF MEDICINE**, duly represented by, Joseph T. Natoli acting as Senior Vice President for Business Services of the University of Miami, with offices at 230 Ash Building, Coral Gables, Florida 33124, United States of America, (hereinafter **"THE SERVICE PROVIDER"),** according to the following terms and conditions:

RECITALS:

a) Article 7 of the Political Constitution of Peru establishing the right of all persons to have their health protected, and that of the family and the community as well as the duty to contribute to fostering and defending health.

b) By means of Law N° 27657, General Law of the Ministry of Health, the Seguro Integral de Salud [Comprehensive Health Insurance] was created as a decentralized public body, later classified as a public executive body by Supreme Decree N° 034-2008-PCM.

c) Law N° 29344, Universal Insurance Law, established the "universality" of insurance as one of the principles of being insured which guarantees the protection of the health of all persons residing in Peru without any discrimination, through all the stages of life.

d) Within the scope of Law N° 29344, the Seguro Integral de Salud [Comprehensive Health Insurance] acquires the character of an institution that administers health insurance funds, entrusted with managing funds allocated to pay for health services or provide insurance risk coverage to its affiliates.

e) By means of Law N° 29761, the Law of Public Financing of Subsidiary and Semi-contributive Plans for Underwriting Universal Health Insurance, the Fondo Intangible Solidario de Salud – FISSAL [Solidarity Intangible Fund for Health] was created, for the purpose of financing care in illnesses for which the cost of medical services is high, as well as medical attention for persons with rare diseases or orphans, established by Law N° 29698, which Declares it to be in the Nation's Interest to give Preferential Care and Treatment to Orphans or persons suffering from Rare Illnesses.

SEGURO INTEGRAL DE SALUD FISSAL V°B° H. Garavito F.
SEGURO INTEGRAL DE SALUD GREP V°B° N. Terrones
SEGURO INTEGRAL DE SALUD OFICINA GENERAL DE ASESORIA JURIDICA V°B° I. Zanetti

f) By Resolution N° 325-2012/MINSA, the Ministry of Health approves the List of Illnesses incurring High Cost of Care, among them leukemia (C.91.0 through C 95.9 y C.90.1), including bone marrow transplants.

g) By Resolution N° 691-2012/MINSA, the Sector Commission was formed which is in charge of proposing new actions that will allow for the implementation of provisions of Law N° 29698, which declares it to be in the Nation's Interest to give Preferential Care and Treatment to Orphans or persons suffering from Rare Diseases, establishing that as soon as the FISSAL Commission issues its report, it will evaluate the financing of health care to orphans or persons with rare diseases.

h) By means of Memorandum N° 15-2012-ONDT/MINSA dated June 8, 2012, National Organization of Donors and Transplants of the Ministry of Health reports that domestic health institutions are only *"internationally accredited to perform transplants of hematopoietic (bone marrow) stem cells (…) Said institutions may only perform autologous and allogeneic transplants from relatives,* ***and do not perform allogeneic transplants from non-relatives****".*

i) By means of Official Gazette N° 234-2012-OGAJ/MINSA dated October 18, 2012, the Legal Advisory Office of the Ministry of Health expresses the opinion that FISSAL must include in the guidelines on expensive medical care that is not performed in Peru the actions that must be taken to allow for the services to be given to its members in a timely manner in conditions of efficiency, quality and dignity, to safeguard the right to the protection of health and life contemplated in the Political Constitution of Peru.

j) **THE SERVICE PROVIDER** is a medical healthcare provider with expertise in pediatric bone marrow transplant procedures and qualified to perform unrelated hematopoietic stem cell transplants on patients, a procedure not performed in Peru, and **SERVICE PROVIDER** also has the technology to perform tests and make assessments with tests to identify for the insured, sources of allogeneic transplants from non-relatives: HLA and sequential histocompatibility tests, and is qualified to conduct an international search and select donors compatible with the insured who will receive the Transplant Procedure.

NOW, THEREFORE, in consideration of the mutual promises, conditions, terms and provisions contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as set forth below:

ARTICLE ONE: DEFINITIONS

"Admission" shall mean the admittance of a Patient to a licensed hospital bed operated by Medical Facility for a period of not less than 24 hours.

"Admission Date" shall mean the date on which a Patient is admitted to the Medical Facility by the Attending Physician for the Transplant Procedure.

"Allowable Days" shall mean not more than forty-five (45) total number of Admission days for services included in the Case Rate, whether consecutive or not.

"Ancillary Clinical Fees" shall mean, for each Ancillary Clinical Services, 70% of the billed charges of the Service Provider, Specialist Physician and / or Medical Facility for Ancillary Clinical Services.

"Ancillary Clinical Services" shall mean any and all consultative, therapeutic, diagnostic or surgical services, other than services included in the Case Rate as set forth in

Appendix A, that are arranged, ordered or supervised by a Specialist Physician, which services may include services to address complications from the Transplant Procedure.

"Ancillary Hospital Per Diems" shall mean the Per Diem payments for the Ancillary Hospital Services for each day beyond the Allowable Days.

"Ancillary Hospital Services" shall mean the room and board, housekeeping, dietary and other services provided to Patient on a daily basis during an Admission.

"Attending Physician" shall mean a physician in **THE SERVICE PROVIDER'S** Department of Hematology/Oncology who supervises the provision of the Transplant Procedure.

"Bank" shall mean Banco de la Nación (Peru) in charge of initiating the wire transfer for payment of services provided in favor of **THE SERVICE PROVIDER or the** Medical Facility.

"Case Effective Date" shall have the meaning set forth in Appendix A.

"Case Rate" shall mean the fixed fee payment made to **THE SERVICE PROVIDER** for the services provided pursuant to the Transplant Procedure, which are more fully described in Appendix A.

"Clinical Services" shall mean the Transplant Procedure and any and all Ancillary Hospital Services or Ancillary Clinical Services provided to each Patient.

"Length of Stay" shall mean from the date of initial transplant-related evaluation, to 45 days post transplant services.

"Medical Facility" shall mean a hospital suitable for the performance of the Transplant Procedure and Ancillary Clinical Services, as applicable.

"Patient" shall mean a minor less than 22 years of age who is the beneficiary of the Transplant Procedure from an unrelated person.

"Payment" shall mean the deposit into **THE SERVICE PROVIDER's** bank account, the Interbank Code (CCI) shall be sent written within the five days after the contract's execution. Payment is to be made by the USER and Fondo Intangible de Solidario Salud (FISSAL)

"Per Diem" shall mean an amount equal to $4,000 USD.

"Peruvian Cancer Institute" shall mean the Instituto Nacional de Enfermedades Neoplásicas de Lima, and the "Peruvian National Pediatric Health Institute" shall mean the "Instituto Nacional de Salud del Nino", each of which may refer a Patient on behalf of

THE USER to **THE SERVICE PROVIDER** in the United States of America.

"Post-Discharge Period" shall mean the forty-five (45) days after the Discharge Date.

"Specialist Physician" shall mean any physician who is not a faculty member in the Department of Hematology/Oncology of **THE SERVICE PROVIDER** and who is involved in the care of a Patient..

"Transplant Procedure(s)" shall have the meaning set forth in Appendix A.

ARTICLE TWO: SCOPE OF SERVICES

2.1 **Patient Referral. THE USER** will notify **THE SERVICE PROVIDER** by facsimile or equivalent means of the initial referral of each Patient to **THE SERVICE PROVIDER**.

2.2 **Arrangement for and Delivery of Clinical Services. THE SERVICE PROVIDER** shall arrange for and/or deliver perform the Clinical Services for each Patient referred by the Peruvian Cancer Institute or the Peruvian National Pediatric Health Institute to **THE SERVICE PROVIDER**. At any time during the treatment of a Patient, the Attending Physician may, in exercise of his/her sole discretion, request a consultation from one or more Specialist Physicians, which may result in the provision of Ancillary Clinical Services to a Patient.

2.3 **Selection of Medical Facility.** The Attending Physician shall, in his or her sole discretion using its best medical judgment, determine the Medical Facility to which a Patient shall be admitted for the Transplant Procedure.

ARTICLE THREE: CONSIDERATION AND TERMS OF PAYMENT.

3.1 **For and on behalf of each Patient, THE USER** agrees to pay the aggregate amount of (i) the Case Rate, (ii) the Ancillary Hospital Per Diems, and (iii) the Ancillary Clinical Fees as consideration for the provision of the Clinical Services, which fees shall be charged to the funds of the Implementation Unit 002 - Solidarity Intangible Fund for Health.

3.2 **THE USER** shall wire transfer 31% of the Case Rate into **THE SERVICE PROVIDER'S** bank account pursuant to the wire transfer instructions in Section 3.5 of this Article Three, equivalent to $80,600.00 USD, which payment shall be made upon within thirty (30) days of the identification of the Patient HLA and potential unrelated donors. **THE SERVICE PROVIDER** shall use said funds for (i) the precedent required tests; (ii) programming and obtaining of the hematopoietic stem cells, and transport of products to the Medical Facility; and (iii) in case of blood units from umbilical cord, confirmation of the compatibility and all processes required for the procurement of these units as well as their carrying to the Medical Facility.

3.3 **THE USER** shall wire transfer 69% of the Case Rate into **THE SERVICE PROVIDER'S** bank account pursuant to the wire transfer instructions in Section 3.7 equivalent to **$179,400.00 USD,** which shall be transferred on the Admission Date for each Patient to the Medical Facility in the United States of America.

3.4 **THE USER** shall be responsible for all bank administrative and financial charges as a result of the wire transfer to **THE SERVICE PROVIDER's** bank account.

3.5 **THE SERVICE PROVIDER** shall coordinate with Medical Facility and any Specialist Physicians to provide **THE USER** with a comprehensive billing document that lists with reasonable detail all Clinical Services provided to a Patient.

3.6 **THE USER** agrees to pay any and all Ancillary Clinical Fees for Ancillary Clinical Services that are provided to a Patient within thirty (30) days of receipt of a bill from **THE SERVICE PROVIDER.** In addition, **THE USER** agrees to pay any and Ancillary Hospital Per Diems within thirty (30) days of receipt of a bill from **THE SERVICE PROVIDER**. **THE USER** and **THE SERVICE PROVIDER** expressly agree that **THE USER** will not be responsible for payment for any services

provided to a Patient that are cosmetic / aesthetic or elective services without the written approval of **THE USER**.

3.7 Wire Transfer Instructions:

Account Number: 001595794746
ABA Routing Transit number for Wire: 026009593
Swift Code for International Wires: BOFAUS3N

ARTICLE FOUR: OBLIGATIONS OF THE PARTIES

THE USER agrees to:

4.1 To pay for the Clinical Services provided to each Patient during the term of this Agreement.

4.2 Coordinate with the Peruvian Cancer Institute or Peruvian National Pediatric Health Institute that refers the Patient, the technical reports of each case and other requirements for the performance and consolidating diagnostic testing, referrals and counter-referrals.

4.3 Send **THE SERVICE PROVIDER a copy of** the medical files for each case containing the information necessary for the referral: the informed consent for the procedure, the pre-transplant evaluation (Somatomedin, C/IGFBP 3, Estradiol, Total Testosterone, FSH, LH, Free T_4, TSH, Total Immunoglobulin, IgG subclasses, Cystatin C level, CBC with differential, reticulocyte count, ferritin, TIBC, Iron level, Complete Metabolic Profile, including Magnesium, phosphorus, Uric Acid, LDH; EKG, 2D Echocardiogram and Cardiology clearance, CXR PA/Lat, Bone age, PPD placement/reading, Pulmonary function test with DLCO and pulmonary clearance, Ophthalmology consult, evaluation and treatment as needed, ENT evaluation and treatment as needed, CT scans of Brain, paranasal and Mastoid Sinuses with contrast, Chest, abdomen and pelvis with contrast, Odontololgy evaluation and treatment, MRI of brain if indicated, or others as may be required) informed consent for transfer by air, request for transplant (including a summary of the clinical history, the attending physician's authorization to travel) and the referral sheet and the corresponding authorization for the transfer of each Patient).

4.4 Carry out the administrative procedures for the Patient's transfer to the United States along with a companion.

4.5 Assume responsibility for the medical care of the Patients when they return to Peru.

4.6 Keep in close contact with **THE SERVICE PROVIDER** regarding the course of treatment and the Patient's condition.

THE SERVICE PROVIDER agrees to:

4.7 Receive the Patient upon arrival in the United States in close coordination with **THE USER**.

4.8 Conduct the search for compatible donors.

4.9 Perform the Transplant Procedure, as more specifically described in Appendix A to this Agreement.

4.10 To provide Clinical Services to Patient as necessary due to complications arising from the transplantation and in accordance with **THE SERVICE PROVIDER's** reasonable clinical judgment.

4.11 Send the medical report of all Clinical Services that the Patient receives.

4.12 To perform the Transplant Procedure as described in Appendix A for each Patient referred by **THE USER** for the consideration set forth in this Agreement throughout term of this Agreement.

4.13 Issue a medical bill for the Ancillary Hospital Per Diems and Ancillary Clinical Fees for the Ancillary Hospital Services and Ancillary Clinical Services provided to each Patient.

ARTICLE FIVE: TERM AND TERMINATION

This Agreement shall have a term of one (1) year as of the Effective Date and by prior written agreement of the parties. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Upon termination of this Agreement, **THE USER** shall submit payment for any outstanding fees or charges for any and all Clinical Services that Patient has received through the termination date no later than thirty (30) days of receiving a bill for said services.

Notwithstanding the termination of this Agreement, the parties shall not be relieved of performing their respective obligations that are still in progress and/or pending as of the date of termination.

ARTICLE SIX: AGREEMENT DOCUMENTS

The following documents are integral parts of this Agreement and are incorporated herein in their entirety:

6.1 Appendix A.

6.2 The Proforma sent by **THE SERVICE PROVIDER.**

6.3 The presentation or profile of **THE SERVICE PROVIDER.**

6.4 The identification documents of the representatives and the Board Resolutions and/or power of attorney authorizing said representatives to the each of the parties to this Agreement.

ARTICLE SEVEN: NOTICES AND/OR NOTIFICATION

Any notice, notification, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepared certified mail, return receipt requested, addressed as follows:

If to **THE SERVICE PROVIDER**:

University of Miami Miller School of Medicine
1120 N.W. 14 Street
3rd Floor Executive Suite
Miami, Florida 33136
Attention: John B. Sory, Chief Executive, Regional Alliance

Telephone: 305-243-4287

With a copy to:

University of Miami
Office of the General Counsel
Gables One Tower
1320 South Dixie Highway
Penthouse Suite 1250
Coral Gables, FL 33146-2919
Telephone: 305-284-2700

If to **THE USER**:

Seguro Integral de Salud
Av. Carlos Gonzáles 212, Urb Maranga,
Distrito de San Miguel
Lima 27, Perú
Telephone: (511) 273800

Attention: Jorge Antunez de Mayolo, MD, FACP
3659 S. Miami Ave, Suite 2001
Miami, FL 33133
Telephone: 305-854-8801

With copy to:

Fondo Intangible Solidario de Salud
Calle Manuel Sebastián Ugarte y Moscoso Nº 450 - Dpto. 501
Distrito de San Isidro
Lima 27, Perú
Teléfono (511) 628-7092 / 628-7093

ARTICLE EIGHT: GOVERNING LANGUAGE

This Agreement has been prepared and signed in both the English language and the Spanish language. The English language shall be controlling in all respects. No translation, if any, of this Agreement into the official language(s) of any party or any other language shall be of any force or effect in the interpretation of this Agreement or in a determination of the intent of either of the parties hereto. In the event of any conflict or inconsistency between the English language version and any translation hereof made for any purpose, the English language version shall govern the interpretation and construction hereof.

ARTICLE NINE: GOVERNING LAW AND VENUE

Notwithstanding that one of the parties to this Agreement is a foreign governmental instrumentality, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of the State of Florida located in Miami-Dade County or in the U.S. District Court for the Southern District of Florida in Miami-Dade County, and the parties accept the exclusive personal jurisdiction of those courts for the purpose of any suit, action or proceeding. In addition, the parties knowingly, intentionally and irrevocably waive, to the fullest extent permitted by law, any objection which they may now or later have to the laying of venue of any suit, action or

proceeding arising out of or relating to this Agreement in Miami-Dade County, and further, knowingly, intentionally and irrevocably waive any claim that any suit, action or proceeding brought in the State of Florida located in Miami-Dade County has been brought in an inconvenient forum. Each party intentionally and knowingly waives all rights to any trial by jury in all litigation relating to or arising out of this agreement. the user agrees that service of process for any lawsuits arising under, related to, or in connection with this agreement may be effectuated by delivery of such process by first class U.S. mail or hand-delivery to the person domiciled in Florida listed in the section of this agreement entitled "notices and/or notifications" as user's agent for service of process and the user hereby appoints the person listed therein as its agent for service of such process. The user waives any defense of ineffective service of process related thereto.

ARTICLE TEN: FOREIGN CORRUPT PRACTICES ACT

The parties shall comply with all applicable laws and regulations in collaborating under this Agreement, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"). The parties acknowledge that they are familiar with the FCPA, its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.

ARTICLE ELEVEN: MISCELLANEOUS

12.1 The decision to admit a Patient and perform the Transplant Procedure shall be in the Attending Physicians' sole and absolute discretion.

12.2 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties, except that it is expressly agreed that the Medical Facility as described in Article One is an intended beneficiary of Article Three and Article Four, and such third party beneficiary may enforce such rights as though such beneficiary were a party to this Agreement.

12.3 This Agreement and its Appendix supersede any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE USER:	**THE SERVICE PROVIDER:**
Seguro Integral de Salud By:_____ Pedro Fidel Grillo Rojas Institutional Head	**University of Miami Leonard M. Miller School of Medicine** By: _____ Joseph T. Natoli Senior Vice President for Business and Finance
With Participation of: _____ Hector Miguel Garavito Farro Head of Implementation Unit Solidarity Intangible Fund for Health – FISSAL	With Participation of: _____ Pascal J. Goldschmidt, M.D. Senior Vice President for Medical Affairs and Dean of the University of Miami Leonard M. Miller School of Medicine

CERTIFICACIÓN

CERTIFICO: QUE LAS FIRMAS QUE APARECEN EN EL ANVERSO DE LA PRESENTE PAGINA, CORRESPONDEN A **PEDRO FIDEL GRILLO ROJAS,** ACREDITO SU IDENTIDAD CON **DNI Nº09644064**; **HECTOR MIGUEL GARAVITO FARRO,** ACREDITO SU IDENTIDAD CON **DNI Nº10304977**; DOY FE.

SE EXTIENDE LA PRESENTE CERTIFICACION DE CONFORMIDAD CON EL ARTICULO 108 DE LA LEY DEL NOTARIADO, DECRETO LEGISLATIVO Nº 1049, DE LO QUE DOY FE.

LIMA, DIEZ DE DICIEMBRE DEL DOS MIL DOCE.

// AOR // 6194// 00062201200006194 //

MIRYAN R. ACEVEDO MENDOZA
Abogada - Notaría de Lima

MIRYAN ACEVEDO MENDOZA NOTARIA

COLEGIO DE NOTARIOS DE LIMA PERU

EL COLEGIO DE NOTARIOS DE LIMA CERTIFICA:
Que la firma y sellos que anteceden en esta foja corresponden al (la) Notario(a) de Lima,
Miryan R. Acevedo Mendoza.
Comprobante Nº 45362 Fecha: 10 DIC 2012
Certifica la firma del Notario(a) más no el contenido.

COLEGIO DE NOTARIOS DE LIMA PERU

Alfonso Benavides de la Fuente
VICEDECANO

APOSTILLE
(Convention de la Haye du 5 octobre 1961)

1. País / Country REPÚBLICA DEL PERÚ
   El presente documento público / This public document
2. ha sido firmado por / has been signed by **ALFONSO BENAVIDES DE LA PUENTE**
3. quién actua en calidad de / acting in the capacity of **VICE DECANO**
4. y está revestido del sello / timbre de / bears the seal / stamp of **COLEGIO DE NOTARIOS DE LIMA**

Certificado / Certified

5. en / at **SEDE CENTRAL - LIMA** 6. el / the **11/12/2012**
7. por / by MINISTERIO DE RELACIONES EXTERIORES
8. bajo el número / Nº **MRE16476616273794247**
9. Sello/timbre / Seal/stamp 10. Firma / Signature

643073

Padilla Apari Juan Amador
Dirección General de Política Consular
MINISTERIO DE RELACIONES EXTERIORES

Serie - 08 Nº 675968

www.rree.gob.pe

Appendix A

A. Definitions.

"Case Effective Date" shall mean the date the rates in this Appendix become effective for the patient's case, which shall be the earlier of the patient's initial consult with Provider for a Procedure or the initiation of diagnostic testing related to the Procedure for the patient.

"Hematopoietic Stem Cells (HSC)" shall mean the special cells derived from bone marrow umbilical cord blood, peripheral blood, or certain fetal tissues.

"Mobilization" shall mean the harvesting of bone marrow, and/or the process of recruiting hematopoietic progenitor cells into the peripheral blood including, but not limited to, the placement of central venous catheters, the administration of chemotherapy and/or growth factors, and apheresis.

"Periods of Care" shall mean the three phases of the Transplant Procedure, as more fully described in the table below:

Period of Care Description	**Begins**	**Ends**
Pre-Transplant: Time period before the Periods of Care begins.	The Case Effective Date.	Day before the first day of the Periods of Care.
Periods of Care: Initial evaluation through the Transplant procedure and routine inpatient follow-up care are provided	First day of Preparative Therapy and ends upon discharge	Upon day of discharge including arrival to outpatient facility plus inpatient Length of Stay to include engraftment and determination of the stability of the graft and patient
Post – Discharge Period: Time period after the Periods of Care ends.	Day after the Periods of Care ends.	45 days after discharge.

"Preparative Therapy" shall mean the process by which the Patient is made physiologically ready to receive an HSC Transplant.

"Transplant Procedure" shall mean the transplantation of hematopoietic stem cells, also known as bone marrow transplant, after preparative therapy or mobilization for the treatment of leukemia and other rare or orphan diseases in Patients.

B. Definition of Services Included in Transplant Procedure Case Rate

1. Case Rate Inclusions. In addition to inpatient room, board and supplies equal to the Length of Stay, the Case Rate includes, but is not limited to, the Transplant related services and supplies listed below.

   All Transplant types:

a) Diagnostic testing administered during the Periods of Care.

b) All professional and technical fees incurred for services ordered by the Attending Physician during the Periods of Care.

c) Invasive and noninvasive procedures administered during the Periods of Care.

d) Pharmaceutical products (prescription and non-prescription) administered by Provider during the Periods of Care on an inpatient or outpatient basis.

e) Durable medical equipment provided by Provider during the Periods of Care.

f) Inpatient and outpatient health care services and supplies provided to a potential living donor beginning with the donor's evaluation through discharge from hospital after the donation, including services rendered due to complications from the donation.

g) All administrative services associated with Transplant donation including, but not limited to, donor search (maximum 3 searches) and identification, testing, typing, and all other services related to the donation that are provided or arranged by Provider.

2. Additional Inclusions for HSC only. In addition to those inclusions listed above, the Case Rate for Transplants utilizing HSC shall include:

a) HLA typing services for Patient and all potential donors
b) HSC acquisition, manipulation, transport, and storage
c) Bone marrow registry charges
d) Infusion of donor lymphocytes during the Periods of Care
e) Mobilization
f) Preparative Therapy, including associated chemo-radiotherapy, radiotherapy or chemotherapy
g) Colony stimulating factors
h) Outpatient disposable supplies provided while Patient is being treated in Hospital's outpatient setting during the Periods of Care as needed for the maintenance of central venous access devices, including but not limited to, dressings, syringes, and needles
i) Inpatient Rehab Services and supplies during Periods of Care

3. Exclusions from Case Rate. Services excluded from the Case Rate are described below. Any Service not listed as an exclusion is included if it is provided by Provider. All Transplant types:

a) Outpatient pharmaceutical products administered by Provider (prescription and nonprescription), other than those specifically listed above as being included;

b) After the Patient receives the maximum amount included in the Case Rate, any additional home care provided by an agency owned or subcontracted by Provider, including prescription and nonprescription pharmaceutical products and durable medical equipment provided during the delivery of such home care services;

c) All fees for Ancillary Clinical Services;

d) Any inpatient days beyond 45 days, for which Ancillary Hospital Per Diems shall be charged; and

e) Any professional fees for Clinical Services provided for or arranged by Attending Physician beyond the Periods of Care, for which Ancillary Clinical Fees shall be charged.

4. Additional Case Rate Exclusions for HSC only. In addition to those listed above, services excluded from the Case Rate for Transplants utilizing HSC shall include:

a) Induction and consolidation chemo-radiotherapy, radiotherapy, not including Preparative Therapy.

b) Storage of HSC beyond 12 months after date of harvest.

C. Exclusions from Agreement: Services excluded from the Agreement entirely are described below. No other rates are available for these services.

All Transplant types:

a) Transportation for Patient or living donor.
b) Dental services.
c) Home health services.
d) Outpatient rehabilitation services.
e) Lodging.

D. Living Donor Services Outside of the Transplant Procedure Case Rate. Health care services rendered by Medical Facility to a living donor that are not included in the Transplant Procedure Case Rate shall be treated as Ancillary Clinical Services, and **THE USER** shall pay University or Medical Facility, as applicable, in accordance with the Agreement.

E. Donor Leukocyte Infusions (DLI) During Post-Periods of Care. Additional donor leukocyte infusions provided during the Post-Periods of Care will be paid at a flat rate of $9,000 to Medical Facility and 70% of billed charges to the Attending Physician. This rate includes all Services rendered to the Patient and donor in preparation for and during the day of the donor leukocyte infusion. If the DLI is provided during an inpatient Admission, this payment will be in addition to the inpatient reimbursement under this Agreement.

F. Premature Closure of Case. If, during the Periods of Care, a Transplant case closes due to (i) the death of the Patient, or (ii) for HSC Transplants, the Patient's disease relapses or the HSC Transplant fails to engraft and a new Transplant Procedure is required, SIS/FISSAL will be bound to pay the Transplant Procedure Case Rate.

G. New Case. If it is determined by **THE SERVICE PROVIDER** that the engraftment is unsuccessful and the Patient requires a new Transplant Procedure, then it will be treated as a separate and distinct Transplant Procedure, and the Case Rate will apply again with the same financial terms as defined in Article 3 of the Agreement.

REGISTRO NACIONAL DE IDENTIFICACIÓN Y ESTADO CIVIL(RENIEC)
SERVICIO DE VERIFICACIÓN BIOMETRICA

LAS IMPRESIONES DACTILARES DEL DNI: 10304977 ENVIADAS AL SERVICIO DE VERIFICACION BIOMETRICA (RENIEC) CORRESPONDEN CON LAS DE HECTOR MIGUEL GARAVITO FARRO (10304977)

RESULTADO DE LA VERIFICACION: CORRESPONDEN

DATOS DE LA CONSULTA

USUARIO : NMAM12
FECHA DE TRANSACCION : 10/12/2012 13:29:50
RESULTADO DE LA TRANSACCIÓN : HIT

FIRMA CIUDADANO
DNI: 10304977

REGISTRO NACIONAL DE IDENTIFICACIÓN Y ESTADO CIVIL(RENIEC)
SERVICIO DE VERIFICACIÓN BIOMETRICA

LAS IMPRESIONES DACTILARES DEL DNI: 09644064 ENVIADAS AL SERVICIO DE VERIFICACION BIOMETRICA (RENIEC) CORRESPONDEN CON LAS DE PEDRO FIDEL GRILLO ROJAS (09644064)

RESULTADO DE LA VERIFICACION: CORRESPONDEN

DATOS DE LA CONSULTA

USUARIO : NMAM12
FECHA DE TRANSACCION : 10/12/2012 13:29:22
RESULTADO DE LA TRANSACCIÓN : HIT

FIRMA CIUDADANO
DNI: 09644064

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 13th day of December, 2012, by **Joseph T. Natoli**, as Senior Vice President for Business and Finance, for the University of Miami, a Florida non-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Lucila F. Mascaro

Notary Public

LUCILA F. MASCARO
MY COMMISSION # DD 893580
EXPIRES: August 11, 2013
Bonded Thru Budget Notary Services

LUCILA F. MASCARO

Print Name

Serial Number

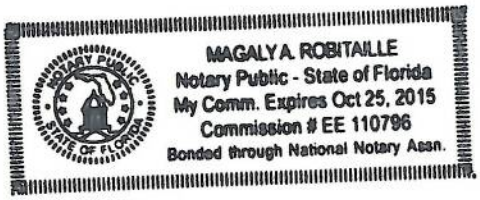
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 13th day of December, 2012, by and **Pascal J. Goldschmidt, M.D.**, Senior Vice President for Medical Affairs and Dean of the University of Miami Leonard M. Miller School of Medicine, for the University of Miami, a Florida non-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath.

Magaly A Robitaille
Notary Public

MAGALY A. ROBITAILLE
Print Name



Serial Number

CERTIFICATE OF SECRETARY

I, the undersigned, Assistant Secretary of the **UNIVERSITY OF MIAMI**, a not for profit corporation duly organized and existing under the laws of the State of Florida, hereby **CERTIFY** that the attached is a true and correct copy of a certain resolution regarding the Executive of Contracts, Grants and Other Instruments, which was duly adopted by the Executive Committee of the Board of Trustees of the said corporation, on June 19, 1974 and last amended by the Executive Committee of the Board of Trustees on November 27, 2012, and has not subsequently been rescinded or modified.

I FURTHER CERTIFY that the persons named below have been duly elected to the offices set out after their respective names and that such persons are the duly authorized incumbents of said office:

Donna E. Shalala, President

Joseph T. Natoli, Senior Vice President for Business and Finance

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said corporation this 6th day of December, 2012, at Coral Gables, Miami-Dade County, Florida.

Leslie Dellinger Aceituno
Assistant Secretary of the University

(Corporate Seal)

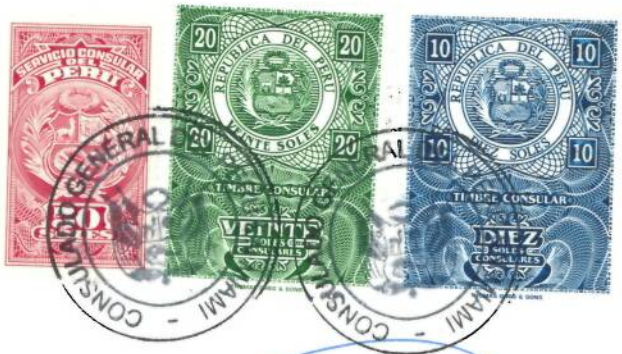
CONSULADO GENERAL
DEL PERU EN MIAMI

LEGALIZADA LA FIRMA DE Leslie Dellinger Aceituno; Assistant Secretary of The University of Miami - - -

NO SE ASUME RESPONSABILIDAD POR EL CONTENIDO DEL DOCUMENTO

MIAMI 19 DIC. 2012

Nº ORDEN: 43863
Nº TARIFA: 22cl 255
US $ 80.- SCI 80.-



Claudia Alemán
Consul Adscrita del Perú en Miami

RESOLUTION RE:

EXECUTION OF CONTRACTS, GRANTS AND OTHER INSTRUMENTS

WHEREAS, it is provided in the Charter that when the Board of Trustees is not in session, the Executive Committee has the authority to exercise all powers of the Board of Trustees with limited exceptions; and

WHEREAS, it is provided in the Bylaws that the prime responsibility of the Executive Committee shall consist of the business affairs of the University; and

WHEREAS, business matters within such authority include the execution of agreements, contracts, and other instruments which obligate the University; and

WHEREAS, it is desirable that the Executive Committee retain the authority to specifically approve certain agreements, contracts and other instruments prior to execution by officers of the University, but it is impracticable and unnecessary for the Executive Committee to individually pass upon each of such agreements, contracts and other instruments and, in order to facilitate such matters, it is desirable for the Executive Committee to authorize the President of the University and the Senior Vice President for Business and Finance to enter into contracts and agreements for sponsored programs at overhead rates approved by the University and to enter into agreements and contracts to conduct business matters; now therefore be it

RESOLVED, by the Executive Committee:

That the President and Senior Vice President for Business and Finance, shall have the authority to execute contracts, agreements, purchase orders and other instruments, including sponsored programs, which obligate the University except for those matters which require approval of the Executive Committee of the Board of Trustees as set forth in the following paragraph:

> Any annual contract, agreement or other instrument, except for those involving sponsored programs, which exceeds $5,000,000 in full amount, or exceeds $7.5 million during the term of the agreement.

The Senior Vice President for Business and Finance may, with the written authorization of the President, delegate to other University persons, the authority vested in them to sign contracts binding the University, except for those matters which require approval of the Executive Committee of the Board of Trustees.

That the President of the University or the Senior Vice President for Business and Finance are authorized to delegate to other University persons, the authority vested in them to execute grants and contracts documents for Sponsored Programs on behalf of the University.

That, in the event of an emergency situation the President or her designee may commit the University to do or perform actions described above without prior authority by first obtaining oral or telephonic authorization from a majority of the total members of the Executive Committee. Matters acted upon after obtaining oral or telephonic authorization shall be submitted to the next meeting of the Executive Committee for confirmation.

Reporting Provision

The administration shall submit to the Finance Committee written quarterly reports relative to any transaction related to the acquisition of goods or services of $2,000,000 or more, but less than $5 million annually or $7.5 million, regardless of term. The quarterly reports shall address the following:

a. A brief description of the contractual product.
b. The name of the person, entity or company of the other party, and its principal owner or chief officer.
c. The amount of the contract.
d. Whether the contract is an extension of a previous one.
e. The duration of the contract.
f. Whether the contract was contemplated and included in an approved budget.

Approved by Executive Committee, Board of Trustees, June 19, 1974
Amended by Executive Committee, Board of Trustees, June 28, 1976
Adopted by Board of Trustees, October 8, 1976
Amended by Executive Committee, Board of Trustees, December 19, 1978
Adopted by Board of Trustees, January 24, 1979
Amended by Executive Committee, Board of Trustees, September 18, 1979
Adopted by Board of Trustees, September 19, 1979
Amended by Executive Committee, Board of Trustees, October 21, 1980
Adopted by Board of Trustees, November 26, 1980
Amended by Executive Committee, Board of Trustees, December 16, 1980
Adopted by Board of Trustees, January 28, 1981
Amended by Executive Committee, Board of Trustees, November 17, 1981
Adopted by Board of Trustees, November 25, 1981
Amended by Executive Committee, Board of Trustees, April 26, 1984
Adopted by Board of Trustees, April 27, 1984
Amended by Executive Committee, Board of Trustees, May 17, 1988
Adopted by Board of Trustees, October 12, 1988
Amended by Executive Committee, Board of Trustees, November 15, 1988
Adopted by Board of Trustees, December 14, 1988
Amended by Executive Committee, Board of Trustees, April 19, 1994
Adopted by Board of Trustees, April 22, 1994
Amended by Executive Committee, Board of Trustees, August 20, 1996
Adopted by Board of Trustees, October 10, 1996
Amended by Executive Committee, Board of Trustees, February 15, 2000
Adopted by Board of Trustees, April 28, 2000
Amended by Executive Committee, Board of Trustees, October 17, 2001
Adopted by Board of Trustees, November 2, 2001
Amended by Executive Committee, Board of Trustees, December 16, 2003
Adopted by Board of Trustees, January 23, 2004
Amended by Executive Committee, Board of Trustees, April 14, 2009
Adopted by Board of Trustees, April 24, 2009
Amended and Adopted by Board of Trustees, January 22, 2010
Amended by Executive Committee, Board of Trustees, November 27, 2012[1]

[1] The amended supersedes the August 21, 2007 board resolution regarding execution of documents for Sponsored Programs.

CONSULADO GENERAL DEL PERU
MIAMI

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FECHA:	19/12/2012 12:21:34 p.m.
USUARIO:	OTERO , CAROLINE
Picture ID:	O360-100-85-806-0
REG. GENERAL:	N°.43863
TARIFA:	22C - LEGALIZACION FIRMA AUT. EXTRJ. PERSONA JURIDICA
ACTUACIÓN:	N°.255
IMPORTE:	**$80.00**

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