



Tulane University Medical Center

SCHOOL OF MEDICINE
Department of Surgery St.22
1430 Tulane Avenue
New Orleans, Louisiana 70112-2699
(504) 584-1982
(504) 584-2444 FAX

Lewis M. Flint, M.D.
Regents Professor
Chairman, Department of Surgery

May 8, 1997

Renee Hartz, MD
2041 West Byron Street
Chicago, IL 60618

Dear Renee:

We are pleased to offer you a faculty position in the Department of Surgery at Tulane University School of Medicine.

I would anticipate that you would have a full time tenure track faculty appointment at the Tulane University School of Medicine at the rank of Professor of Surgery. An application for tenure will be submitted when you arrive, with the full support of the Department of Surgery. The appointment will entail all of the responsibilities, obligations and rights of a full time faculty member. You should note that all promotions and appointments at Tulane have to be approved by the Medical School Personnel and Honors Committee. I would expect that you would conduct student teaching and resident teaching in surgery with such adjunctive teaching as might be desirable to you in other areas of the Medical School. Furthermore, you would become co-program director for the training program in cardiothoracic surgery. I would anticipate that you and John Pigott would share the responsibilities of the program directorship equally.

I would expect that you would develop an active clinical practice in adult cardiothoracic surgery. With your expertise and experience in minimally invasive cardiac surgery I hope that you would be able to establish Tulane as a center for this type of surgery. Your clinical practice would be conducted as a member of the Faculty Practice Plan and that organization's rules and regulations would govern your activities in this regard. I have included a copy of the Faculty Practice Plan Agreement of Tulane.

In addition I would expect that you would continue an interest in cardiovascular surgical research. An enormous volume of clinical material is here which could provide a very satisfactory foundation for clinical research. In addition a wide range of basic science collaborations is possible. I would hope that you would continue to be a productive investigator.

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The total compensation for you would be \$250,000.00 annually as we discussed for a period of two years. Periodically this can be renegotiated upward if your clinical practice justifies a change. Your compensation would be divided into a base salary and earned income incentive draw. Tulane, as an entire university, made a corporate decision to impose a two year delay prior to vesting a faculty member in TIAA/CREF thus you would not be eligible during the first two years of your faculty tenure. At the end of the two year waiting period your compensation figure will be adjusted to reflect full participation in the retirement annuity. You should note that the corporate decision made by Tulane resulted as a consequence of a federal lawsuit involving another university and is not at the current time negotiable. Other fringe benefits such as medical insurance, life insurance, and disability insurance are provided by the Faculty Practice Plan. I have enclosed a document which describes these benefits.

Your moving expenses would be reimbursed. Tulane policy mandates that this be capped at a proportion of your compensation. That proportion is 1/12 of your annual base salary. Reimbursement is for actual expenditures upon presentation of appropriate paid receipts. Please be advised that due to changes in the tax law, a portion of your moving reimbursement may be defined by the IRS as taxable income. An option account is available for you through the Faculty Practice Plan for the support of purchases of books, journals, and other supplies. This account is supplemented from time to time for faculty who require additional items.

The usual policy of Tulane for faculty is that one month of vacation will be available. In addition secretarial support will be made available and the usual ratio that we utilize is one secretary per two faculty. Your office will be furnished in the usual way that we have developed here in the department which includes a computer work station connected to a department network which has access to the hospital information system, the Internet, and the Tulane Computer Services mainframe.

Federal law prohibits Tulane Medical Center from hiring aliens who are unauthorized to work in the United States. Accordingly, all individuals, whether aliens or citizens of the United States, must, at the time of employment, present certain documents establishing identity and employment eligibility and must complete a form (I-9) from the U.S. Immigration and Naturalization Service verifying that he or she is a citizen or national of the United States, or an alien lawfully admitted for permanent residence, or an alien lawfully authorized to be employed in the United States. This appointment is contingent upon your production of such documents upon the date of hire.

This offer is, obviously contingent upon your being able to obtain an unrestricted license to practice medicine in Louisiana. Also, we are required on behalf of Tulane University Medical Center to ask that you sign the attached non-competition agreement.

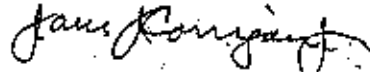
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Finally it is my sincere hope that you will want to make a meaningful contribution to the New Orleans community. Soon after your arrival I believe that you will become a recognized clinical resource. I think that it is extremely important that we conduct ourselves as good citizens inside and outside the medical center and that we become recognizable positive influences within the New Orleans community. We look forward to having you join us at Tulane and will do everything possible to make the transition as easy as possible.

Sincerely,



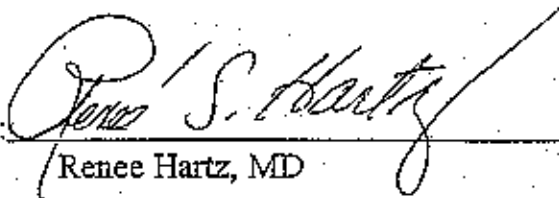
Lewis M. Flint, MD
Regents Professor and Chairman



James J. Corrigan, MD
Dean

LMF:kh

Accepted:



Renee Hartz, MD

59-011

AFFIDAVIT

State of FLORIDA

County of HILLSBOROUGH

Before me, the undersigned authority, personally came and appeared:

Lewis M. Flint, M.D.

who, after being duly sworn stated:

1. I am a licenced medical physician and served as Regents Professor at Tulane University School of Medicine for the years 1989 through 1999. I also served as Chairman of the Department of Surgery for Tulane University School of Medicine from November 1, 1989 through June 30, 1998.

2. In my role as the Department Chair, I recruited Renee S. Hartz, M.D. to become a cardiothoracic surgeon in the Department of Surgery for Tulane University Hospital and Clinic and the Tulane University Medical Center.

3. On May 8, 1997, I wrote to Dr. Hartz offering her a faculty position in the Department of Surgery at Tulane University School of Medicine. In my letter dated May 8, 1997 I offered her a full-time tenure track faculty appointment at the Tulane University School of Medicine at the rank of Professor of Surgery. (See Exhibit A)

4. As I indicated in my letter of May 8, 1997, I assured her that an application for tenure would be submitted for her when she arrived with the full support of the Department of Surgery.

5. In my representations to Dr. Hartz, I advised her that a tenure packet would be prepared and the tenure application process would begin immediately upon her arrival at Tulane. It is my opinion, based on more than ten years experience with the tenure

TAB #1

process at Tulane, that Dr. Hartz fulfills all of the academic qualifications for tenure.

6. Before I could complete the process of her tenure appointment, I separated from the Tulane University School of Medicine effective on the 31st day of December, 1999.

7. At no time during my discussions with Dr. Hartz was her tenure decision predicated upon the obtaining of any specific type of hospital privileges at Tulane University Hospital and Clinics.



LEWIS M. FLINT, M.D.
Chief of Surgery
Tampa General Hospital
Trauma Center Office, Room E-220
1 Columbia Dr., Davis Island
Tampa, FL 33606

SWORN TO AND SUBSCRIBED BEFORE ME,
ON THIS 25 DAY OF January, 2000.


NOTARY PUBLIC

