EMPLOYMENT CONTRACT

This Agreement, made and entered into this 1ST day of FEBRUARY, 1994, by and between HEALTH MIDWEST (the "Employer") and THOMAS J. LANGENBERG, the "Employee").

1. The Employee will render full time professional services to the Employer in the capacity of Senior Vice President and Chief Financial Officer of Health Midwest for the term of this contract. He will at all times faithfully, industriously and to the best of his ability, perform all duties that may be required of him by virtue of his position as Senior Vice President and Chief Financial Officer to the reasonable satisfaction of the President of Health Midwest. His duties shall specifically include development and management of all financial activities of the System and attendance at meetings of the Board of Directors of Health Midwest and other Health Midwest corporations and to report to such bodies as appropriate. The Employee is hereby vested with authority to act on behalf of the Board of Health Midwest in keeping with policies adopted by the Boards, as amended from time to time. In addition, he shall perform in the same manner any special duties assigned or delegated to him by the Boards or the President of Health Midwest.

2. The term of this Employment Contract shall be effective as of January 1, 1994 and shall continue for a period of one year thereafter. The term shall be automatically renewed from year to year unless either party shall have given notice of termination in accordance with the provisions of paragraphs 7, 8 or 9 hereof.

3. In consideration for his services as Senior Vice President and Chief Financial Officer of Health Midwest, the Employer agrees to pay the Employee such compensation as they shall mutually agree upon at the annual review of his job performance and compensation. This annual review shall occur prior to January 1 each year of the contract with changes in the salary becoming effective the first day of the first pay period in the calendar year. The agreed salary shall be payable in equal installments throughout the contract year according to the Health Midwest confidential payroll cycle.

4. A. The Employee shall be eligible to participate in all of the fringe benefit programs available to corporate officers of Health Midwest and to those benefit programs which are set forth in Appendix A attached hereto and made a part hereof and in any improvements or decreases made in those programs for executive personnel of the Employer.

B. The Employee shall be entitled to four weeks of compensated vacation time in each of the contract years. The Employee may carry over a maximum aggregate of two weeks to succeeding years.

C. The Employee will be permitted to be absent during working days to attend professional meetings and to attend to professional duties in the health care field that are related to his duties under this contract.

5. The Employer agrees to pay dues to professional associations and societies and to such service organizations as are approved by the President of Health Midwest as being in the best interests of the Employer. The Employer shall reimburse the Employee for reasonable expenses incurred by him incident to attendance at professional meetings, and shall reimburse such reasonable entertainment expenses incurred by the Employee in furtherance of the Employer's interests.

6. The Employer agrees to furnish, for the use of the Employee, an automobile and cellular phone, leased or purchased in accordance with the current policies of Health Midwest and reimburse him for all expenses of operation except for personal use (see System Policy on executive automobiles and cellular phones). The price and selection of an automobile is subject to the Health Midwest policy on executive automobiles. Personal use of such automobile and cellular phone will be accounted for in accordance with Internal Revenue Service regulations and policies.

7. The President of Health Midwest may, with the approval of the Policy Committee of the Board of Health Midwest, terminate the Employee's duties as Senior Vice President and Chief Financial Officer of Health Midwest effective as of the date set forth in a written notice delivered to the Employee. After the effective date of such termination, all rights, duties and obligations of both parties under this Agreement shall cease, except that the Employer shall pay the Employee his then current salary for the pay period in which his duties were terminated and shall continue such payments at the same rate for the number of pay periods thereafter that will result in one year's salary as an agreed upon termination payment. During this one-year period, the Employee shall not be required to perform any duties for the Employer or come to work at the Employer's premises. Neither shall the fact that he seeks, accepts and undertakes other employment during this period affect such payments. In addition, for the period during which such payments are being made, the Employer agrees to maintain the Employee's group life and long term disability coverage (including the long term disability coverage set forth in Appendix A) on the same basis as such coverage is still provided to senior executives at the time such payments are due provided that the Employee qualifies for such benefits pursuant to the rules and regulations of the insurance carrier (with respect to insurance benefits) until the Employee obtains employment elsewhere with similar benefits. The value of the benefits, the benefit design and/or premium level at the new employer need not be comparable to those at Health Midwest. In the event the Employee is not so qualified, the Employer will pay Employee cash amounts equal to its current cost of providing such benefits. For the period during which such payments are being made, the Employer also agrees to pay the COBRA continuation costs for health and/or dental coverage (including the Exec-u-Care coverage set forth in Appendix A) provided such benefits are still provided for senior executives at the time such payments are due until the Employee obtains employment elsewhere with similar benefits. The value of the benefits, the benefit design and/or premium level at the new employer

need not be comparable to those at Health Midwest. The Employer also agrees to pay to the Employee an amount equivalent to the contributions which the Employer has made to the Health Midwest Not-For-Profit Deferred Benefit Plan which are forfeited as a result of Employee's termination pursuant to the terms of this paragraph and will further pay to the Employee each pay period during the one-year termination payment period the amount that would have been contributed to the Health Midwest Not-For-Profit Deferred Benefit Plan had the Employee remained employed.

8. Should the President of Health Midwest change the Employee's duties so it can reasonably be found that he is no longer performing the duties of the Senior Vice President and Chief Financial Officer, the Employee shall have the right, in his complete discretion, to terminate this contract by sixty (60) days written notice delivered to the President of Health Midwest. After the effective date of such termination, all rights, duties and obligations of both parties shall cease, except that the Employer shall pay the Employee his then current salary for the period of time prior to his actual termination date, and for one year thereafter, paid according to the Health Midwest confidential payroll cycle, as the agreed upon termination payment. During this period, the Employee shall not be required to perform any duties for the Employer or come to work at the Employer's premises. The Employee shall, however, have the duty to seek other employment to mitigate his damages, and the compensation which the Employee receives during such one-year period shall reduce the Employer's obligation to make termination payments. In addition, for the period during which such payments are being made, the Employer agrees to maintain the Employee's group life and long term disability coverage (including the long term disability coverage set forth in Appendix A) on the same basis as such coverage is still provided to senior executives at the time such payments are due provided that the Employee qualifies for such benefits pursuant to the rules and regulations of the insurance carrier (with respect to insurance benefits) until the Employee obtains employment elsewhere with similar benefits. The value of the benefits, the benefit design and/or premium level at the new employer need not be comparable to those at Health Midwest. In the event the Employee is not so qualified, the Employer will pay Employee cash amounts equal to its current cost of providing such benefits. For the period during which such payments are being made, the Employer also agrees to pay the COBRA continuation costs for health and/or dental coverage (including the Exec-u-Care coverage set forth in Appendix A) provided such benefits are still provided for senior executives at the time such payments are due until the Employee obtains employment elsewhere with similar benefits. The value of the benefits, the benefit design and/or premium level at the new employer need not be comparable to those at Health Midwest. The Employer also agrees to pay to the Employee an amount equivalent to the contributions which the Employer has made to the Health Midwest Not-For-Profit Deferred Benefit Plan which are forfeited as a result of Employee's termination pursuant to the terms of this paragraph, and will further pay to the Employee each pay period during which he receives salary continuance pursuant to this paragraph (not to exceed one year) the amount that would have been contributed to the Health Midwest Not-For-Profit Deferred Benefit Plan had the Employee remained employed.

9. Should the Employee in his discretion elect to terminate this contract for any other reason than as stated in Paragraph 8, he shall give the President of Health Midwest one hundred twenty (120) days written notice of his decision to terminate. At the end of these one hundred twenty (120) days, all rights, duties and obligations of both parties to the contract shall cease; provided that Health Midwest may, at its option, designate an earlier date for the termination within said one hundred twenty (120) day period. If an earlier date for termination is determined, the Employee will continue to receive salary and benefits as though the full one hundred twenty 120 day period has been worked.

10. The Employee, for a period of one year following the termination of his employment pursuant to paragraph 9, will not without the consent of the Employer accept any position in an executive capacity with any hospital in the seven-county greater Kansas City metropolitan area, Wesley Medical Center in Wichita, Kansas, Stormont Vail Hospital in Topeka, Kansas, or any facility within a 200-mile radius of Kansas City which is owned, leased, managed or otherwise affiliated with Hospital Corporation of America, Columbia, Inc., or other national for-profit hospital chain. Except for the limitations specifically set forth herein, the Employee shall be free to engage in work and perform services for himself or for any other person, firm or corporation without limitation. If the Employer prevails in an action against Employee for breach of this paragraph 10, in addition to any injunctive relief and/or damages that may be awarded, the Employee will be responsible for paying the Employer's costs and expenses, including attorney's fees. Because the amount of damages due to a breach of this paragraph 10 is not capable of exact calculation, the parties agree that if the Employer prevails in an action for breach of this Agreement, the Employer will be entitled to liquidated damages in the amount of $100,000.

11. Upon the death or disability of the Employee, this contract shall terminate and all rights, duties and obligations of both parties shall cease, except for the payments of benefits to the Employee and his beneficiaries pursuant to death benefit, long-term disability, pension and other fringe benefit plans then in effect which have death or disability benefits.

12. This contract constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

13. Except as otherwise specifically provided, the terms and conditions of this contract may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and approved by the President of Health Midwest and by the Policy Committee of the Health Midwest Board.

14. The invalidity or unenforceability of any particular provision of this contract shall not affect its other provisions, and this contract shall be construed in all respects as if such invalid or unenforceable provision has been omitted.

15. This Agreement shall be binding upon and inure to the benefit of the Employer and its successors and assigns, and shall be binding upon and inure to the benefit of the Employee, his administrators, executors, legatees, heirs and assigns; provided, however, if the Employer shall assign this agreement to any entity other than a wholly owned subsidiary (direct or indirect), such assignment shall be deemed to be a change of the Employee's duties so that the provisions of paragraph 8 hereof shall become effective and the Employee shall have the right to terminate as described therein.

16. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Missouri.

HEALTH MIDWEST

By: Richard W. Brown 2/1/94
Richard W. Brown Date
President
Health Midwest

Accepted: Thomas J. Langenberg 2/1/94
Thomas J. Langenberg Date

Exec-U-Care Medical Reimbursement Insurance

Exec-U-Care pays for many expenses not payable under Health Midwest's basic health care plan up to a specified annual limit. Examples of covered expenses include deductibles, coinsurance and excess amounts, special health equipment and supplies, professional nurses and physical therapists, and dental and vision care. Exec-U-Care also offers an additional $100,000 accidental death and dismemberment insurance.

Long Term Disability

Key executives are eligible for a long term disability benefit equivalent to 60% of monthly salary to a maximum of $18,000 per month, after 90 calendar days of a disabling illness or injury. Premiums are fully paid by Health Midwest.

Supplemental Retirement

Replaces 65% of the last ten (10) year average earnings when combined with Health Midwest Pension Plan and Trust and Social Security. An Employee must work 25 years as a vice president or above and must retire under the Health Midwest Pension Plan and Trust at normal retirement age. Normal retirement age is defined as age 65 or age 60 with 30 years of service. This program is paid by Health Midwest.

Death Benefit

If death occurs during employment, spouse and children will receive three month salary continuation and COBRA premium paid for three months for continuance of dental insurance, health insurance and Exec-U-Care Medical Reimbursement Insurance.

Internal Communication

Date: August 7, 1986

To: Tom Langenberg, Vice President, Finance

From: Marlene Lang, Vice President Human Resources, RMC

Subject: EXECUTIVE DEFERRED COMPENSATION PROGRAM

Attached to this memo is your executed Executive Deferred Compensation Agreement. You should keep this Agreement with your personal papers. We will keep the same document as a part of your permanent personnel record with Research Medical Center.

If you have any questions regarding this benefit, please call me at 276-4260.

ML:c

Attachment

Marlene

RESEARCH HEALTH SERVICES SYSTEM

EXECUTIVE DEFERRED COMPENSATION AGREEMENT (1)

THIS AGREEMENT, entered into this 9th day of June, 1986, between Research Medical Center, a Missouri corporation (hereinafter called "Research"), and Thomas J. Langenberg, (hereinafter called "Employee").

WITNESSETH:

WHEREAS, Employee is employed by Research in the capacity of V.P., Finance, RMC & RDG, and, by reason thereof, performs services of considerable value to Research; and

NOW THEREFORE, it is agreed that in addition to all other compensation which they may pay to Employee, including benefits under all of Research's regular employee benefit plans for which Employee may be eligible, Research will pay to Employee a retirement benefit as follows:

RETIREMENT BENEFITS

A) REQUIREMENTS TO RECEIVE RETIREMENT BENEFITS

(1-a) Employee must continue in Research's employ on an active, full-time basis as a President or full Vice President until his/her Retirement Age defined herein; and

(2-a) Employee must be available for consultation with Research at reasonable times and places during retirement.

(3-a) Any Employee whose employment is terminated or would have been terminated because of the commission of a crime shall forfeit all benefits under this Agreement.

(4-a) For purposes of satisfying the requirements of A) (1-a) above only, Hours of Service accrued under Section 2.15 of the Research Health Services System Pension Plan and Trust (hereinafter called "Pension Plan") as a result of disability shall be deemed employment ... "on an active, full-time basis."

B) RETIREMENT DATE/RETIREMENT AGE

Retirement Age is the earlier of age sixty (60) with thirty (30) years of service or age sixty-five (65). The Retirement Date is Employee's Normal Retirement Date as defined in the Pension Plan.

C) RETIREMENT BENEFIT

Upon retirement, Research will pay the Employee equal monthly installments for life. The amount of each monthly payment of retirement income shall be one-twelfth (1/12th) of sixty-five (65%) of (a)-(b)-(c) where:

(a) is Employee's Monthly Average Compensation, as defined in the Pension Plan;

G) Research shall be under no obligation to fund in any manner their obligations hereunder. Should Research acquire an annuity or life insurance contract or any other asset in connection with the liabilities assumed hereunder, it is expressly understood and agreed that neither Employee nor any beneficiary of Employee shall have any right with respect to, or claim against, such contract or other asset. Such contract or other asset shall not be held under any trust for the benefit of Employee or his/her beneficiaries or held in any way as collateral security for the fulfilling of the obligations of Research under this Agreement. It shall be, and remain, a general, unpledged, unrestricted asset of Research as applicable.

H) This Agreement may be terminated by the Employee or Research by giving written notice of such termination.

1) If the Employee terminates this Agreement, Research has no obligation.

2) If Research in its sole discretion terminates this Agreement, the Employee shall be entitled to his/her earned benefit based on service and salary to date of termination of this Agreement based on the provisions herein and Pension Plan benefits at actual retirement.

I) Resignation by the Employee or termination of the Employee by Research automatically terminates this Agreement and all rights thereunder.

J) This Agreement may be revoked or amended in whole or in part if in writing and signed by all of the parties hereto.

K) This is not an employment agreement and implies no guarantee of future employment of the Employee.

L) This Agreement shall be construed under the laws of the State of Missouri.

IN WITNESS WHEREOF, RESEARCH hereunto duly authorized by its Board of Directors and Thomas J. Langenberg (Employee) have executed this Agreement, as of the day and year first above written.

Research Medical Center

Corporation

Witness:

Diane Brown

Witness:

Susan Purdy

Witness:

Lillian W. Brown

President of Corporation

Thomas J. Langenberg

Employee

Executive Deferred Compensation Agreement (1) Eligibility Date 9/30/85

E. Wyn Gillespie

Chairman of Retirement Committee