AFFILIATION AGREEMENT:

FLETCHER ALLEN HEALTH CARE, INC.,

UNIVERSITY OF VERMONT MEDICAL GROUP, INC.,

FLETCHER ALLEN PARTNERS, INC.,

AND

THE UNIVERSITY OF VERMONTAND STATE AGRICULTURAL COLLEGE

DATED AS OF JUNE 19, 2014
TABLE OF CONTENTS

ARTICLE 1: COMMON GOALS; AGREEMENT
1.1 Common Goals ................................................................. 1
1.2 Purpose of Agreement ...................................................... 2
1.3 Effective Date ................................................................. 2

ARTICLE 2: GOVERNANCE AND OPERATIONS
2.1 Retention of Ultimate Control ............................................. 2
2.2 Separate But Coordinated Policies ....................................... 2
2.3 Disclaimer of Partnership, Agency and Joint Venture ............. 2
2.4 Rights Regarding Governance ............................................ 2
2.5 Coordination ................................................................. 3

ARTICLE 3: PROGRAM MUTUALITY
3.1 Availability of Resources ................................................... 3
3.2 Overall Mutuality ............................................................ 4

ARTICLE 4: EDUCATIONAL PROGRAMS
4.1 Student Clinical Education Programs .................................... 5
4.2 Graduate Medical Education Program .................................. 6

ARTICLE 5: PHYSICIAN PERSONNEL
5.1 Approved Faculty Clinical Practice Option ............................ 7
5.2 Faculty Practice Group Structure ....................................... 8
5.3 Fletcher Allen Medical Staff Privileges ................................. 8
5.4 Personnel Actions ........................................................... 8
5.5 Physician Compensation .................................................. 9
5.6 Healthcare Service Leaders/Academic Unit Heads .................. 9
5.7 Fletcher Allen Clinical Service Administrators/UVM Academic Administrators .................................................. 10
5.8 Executive Searches ....................................................... 10
5.9 Common Paymaster ....................................................... 11
5.10 Benefits ................................................................. 11
5.11 Professional Medical Judgment ........................................ 11

ARTICLE 6: NURSING AND ALLIED HEALTH SCIENCES
6.1 FAP and Fletcher Allen Services Professionals; CNHS Appointments .................................................. 11
6.2 CNHS; Clinical Appointments ........................................... 12
6.3 Integration of Faculty Clinical Practice Group ...................... 12

ARTICLE 7: INSURANCE
7.1 Coverage; General Protocols ........................................ 12
7.2 Dual or Joint Activities ........................................... 12

ARTICLE 8: FINANCES
8.1 Fletcher Allen Financial Support .................................. 13
8.2 Late Payments ......................................................... 15

ARTICLE 9: USE OF NAME OR MARKS ................................. 15

ARTICLE 10: RESEARCH
10.1 Research and Research-Related Institutional Policies ............ 16
10.2 Responsibility for Conduct and Administration of Research ....... 16
10.3 Research Review Boards .......................................... 17
10.4 Clinical Trials Office .............................................. 18
10.5 Effort Reporting .................................................... 18
10.6 Compliance; Disclosure and Cooperation .......................... 18
10.7 Billing Plan ......................................................... 18

ARTICLE 11: PHILANTHROPY AND DEVELOPMENT ..................... 18

ARTICLE 12: COMPLIANCE
12.1 General Compliance ................................................. 19
12.2 Review .............................................................. 19
12.3 Non-Discrimination ................................................. 19
12.4 Records Access .................................................. 19
12.5 Records Privacy; HIPAA ......................................... 19
12.6 Exclusion, Debarment and Suspension ................................ 19
12.7 Miscellaneous ..................................................... 20

ARTICLE 13: RIGHT TO INSPECT AND AUDIT RECORDS .......... 20
13.1 Right to Inspect Records .......................................... 20
13.2 Audit ............................................................... 20

ARTICLE 14: DEFENSE AND INDEMNIFICATION; INSURANCE .... 20
14.1 FAP, Fletcher Allen and UVM Medical Group Obligations ....... 20
14.2 UVM Obligations .................................................. 21
14.3 Protocols .......................................................... 22
14.4 Joint Defense ...................................................... 22
14.5 Survival ........................................................... 22

ARTICLE 15: TERM, TERMINATION, AND NON-RENEWAL ......... 22
15.1 Term ............................................................... 22
15.2 Termination or Non-Renewal; Procedure .......................... 23
15.3 Termination for Change of Control ................................ 23
15.4 Required Approvals .............................................. 23
15.5 Termination; Effect on Practice Plan Recognition .................. 23
15.6 Wind-Up; Mutual Cooperation .................................................. 24

ARTICLE 16: NOTICES ................................................................. 24

ARTICLE 17: DISPUTE RESOLUTION ............................................. 25

ARTICLE 18: UVM’S RESERVED POWERS OVER ACADEMIC MATTERS ................................................................. 26

ARTICLE 19: CONFORMANCE OF OBLIGATIONS
19.1 Conformance of Agreements .................................................... 26
19.2 Subsidiaries or Affiliates ......................................................... 27

ARTICLE 20: ADDITIONAL LEGAL PROVISIONS
20.1 Entire Agreement; Modification ............................................... 27
20.2 Assignment ........................................................................... 27
20.3 No Third Party Rights ............................................................ 27
20.4 Waiver ................................................................................... 27
20.5 Force Majeur/Severability ....................................................... 27
20.6 Governing Law ...................................................................... 28
20.7 Survival ................................................................................ 28
20.8 Construction ......................................................................... 28
20.9 Execution in Counterparts ...................................................... 28
20.10 Successors Bound ................................................................. 28
20.11 Definitions .......................................................................... 28

ACKNOWLEDGEMENT OF ARBITRATION .................................. 29

EXHIBITS

1. License Agreement
2. UVM Medical Group Practice Principles
3. Common Paymaster
4. Benefits Administration
5. Required Insurance
6. COM Clinical Affiliation Agreement Template
7. CNHS Clinical Affiliation Agreement Template
8. Consent Agreement
AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made and entered into as of the 19th day of June, 2014 (the "Effective Date") by the University of Vermont and State Agricultural College, a non-profit corporation, and instrumentality, of the State of Vermont ("UVM"); Fletcher Allen Health Care, Inc. ("Fletcher Allen"), a non-profit corporation of the State of Vermont that operates healthcare facilities and provides related healthcare services; University of Vermont Medical Group, Inc. ("UVM Medical Group"), a non-profit corporation of the State of Vermont and a subsidiary corporation of Fletcher Allen; and Fletcher Allen Partners, Inc., ("FAP"), a non-profit corporation of the State of Vermont that serves as the parent organization of Fletcher Allen and its affiliated hospitals and related organizations ("FAP Affiliates") for the purpose of managing a regional integrated health care system. UVM, Fletcher Allen, UVM Medical Group, and FAP, shall be collectively referred to as "the parties."

WITNESSETH:

WHEREAS, the parties share certain goals consistent with their respective missions; and

WHEREAS, the purpose of this Agreement is to guide and govern the parties in the achievement of such goals;

THEREFORE, in consideration of these premises and the commitments of the parties respectively and together, as described in this Agreement, including all text preceding and following this paragraph, the parties agree as follows:

ARTICLE 1: COMMON GOALS; AGREEMENT

1.1 Common Goals. Among the common goals of the parties, without priority, are:

a. providing high-quality clinical education for undergraduate and graduate students enrolled in UVM medical and health care-related academic programs, residents employed by Fletcher Allen, and health care professionals enrolled in continuing education programs;

b. conducting high-quality research leading to advances in health care and in the bio-medical and life sciences to improve the quality of life of the citizens of Vermont and the broader society, and to stimulate economic development in the life sciences in Vermont;

c. improving the health of patients through the operation of a patient-focused, integrated system of care which enhances the quality, accessibility and affordability of health care;

d. recruiting and retaining highly qualified physicians, nurses, and other health care services professionals to be employed by the parties respectively, and students to be enrolled in the educational programs referenced in this Agreement; and;
1.2 **Purpose of Agreement.** The parties acknowledge that achievement of their goals requires recognition of their commonality of purpose and effort, and major commitments of financial, human and other resources. One purpose of this Agreement is to set forth principles and protocols designed to assist the parties in coordinating such efforts and in allocating their respective resources. This Agreement shall supersede all prior agreements related to the same subject matter. The parties understand that, in light of the nature of their affiliation, it may be necessary to execute additional subsequent agreements.

1.3 **Effective Date.** This Agreement shall take effect as of the Effective Date indicated above, subject to its execution by duly authorized representatives of each party.

ARTICLE 2: GOVERNANCE AND OPERATIONS

2.1 **Retention of Ultimate Control.** Subject to any specific consultative or operational commitments specified herein, each party shall retain ultimate control over its own management, assets, employees, finances, operations and affairs, including but not limited to the administration of personnel policies, procedures and standards of performance.

2.2 **Separate But Coordinated Policies.** Each party reserves the right to ensure that its personnel, facilities, and programs comply with its governing documents; personnel handbooks, manual, or rules and regulations; collective bargaining agreements; and policies; all of which shall be consistent with Law and the provisions of this Agreement. The parties shall cooperate to avoid creating inconsistent obligations for persons performing functions for both parties.

2.3 **Disclaimer of Partnership, Agency and Joint Venture.** Nothing in this Agreement is intended, nor shall it be deemed, to create a partnership or agency relationship between, or joint venture of, UVM and any other party to this Agreement.

2.4 **Rights Regarding Governance.**

a. The Dean of the UVM College of Medicine ("COM") and the Dean of the UVM College of Nursing and Health Sciences ("CNHS") shall each be *ex officio* voting members of the Fletcher Allen Board of Trustees ("Fletcher Allen Board"), subject to the conflict of interest policies and principles specified in Section 2.4.c below.

b. The Dean of COM shall, *ex officio*, be appointed to and serve as a voting member of the governing board of FAP ("FAP Board"). The FAP Board will consider a nominee with knowledge and experience as to academic health centers, including nursing and health sciences as well as medicine, to fill the first vacancy on the Board that comes open after the Effective Date.

c. If an employee or officer ("officer") of one party is elected or appointed to the board of trustees of the other party, or serves *ex officio* on that board, the officer shall be considered an "interested trustee." The conflicts of interest policies of the affected party shall be
applied uniformly to any interested trustee and to all other trustees of its board, provided that the interested trustees shall not be disqualified by such policies from attending board or board committee meetings, or receiving information regarding general policies, contracts, budgets, projects, or other broad matters even though they may relate in part to this Agreement. If the applicable conflicts of interest policy requires recusal of one or more interested trustees from all or part of the executive session portion of a board or board committee meeting, then, prior to such recusal, the interested trustee(s) shall be given an opportunity to comment and answer questions on the specific matter as to which recusal will occur. Nothing in this provision is intended to, nor shall it, disqualify interested trustees from receiving public or publicly available documents that a party otherwise furnishes its trustees in conjunction with its meetings, including executive session.

2.5 Coordination.

a. The parties’ coordination efforts under this Agreement shall be conducted principally by prompt and effective collaboration between the COM Dean and the Fletcher Allen Chief Executive Officer (“Fletcher Allen CEO”) or, as applicable, by the CNHS Dean and the Fletcher Allen President or Chief Nursing Officer/Senior Vice President of Patient Care Services (“Fletcher Allen CNO”). These persons shall consult one another regularly on such matters as joint strategic and tactical planning, budget items affecting the parties’ joint or overlapping activities, capital planning and facilities use, recruitment efforts, coordination of finances and operations, major health care research endeavors, and student clinical placement opportunities.

b. To maximize the effectiveness of communication between the parties on strategic issues, Fletcher Allen and UVM will create and convene at least twice annually (or more frequently as reasonably necessary to resolve disputes or to perform other functions assigned by the UVM President and/or Fletcher Allen CEO) a Joint Strategic Planning Committee, whose principal function will be to exchange information and perspectives on strategic matters of mutual interest. At the request of a Committee member, the Committee shall also address disputes or issues brought before it that cannot be resolved through normal management consultation channels. This Committee will be comprised of two trustees from each of the UVM and Fletcher Allen boards; one trustee from the UVM Medical Group board; the UVM President and the Fletcher Allen CEO; and the Deans of COM and CNHS.

Nothing in this section 2.5 is intended to, nor shall it, preclude meetings in the ordinary course of business between duly authorized representatives of the parties on matters relevant to this Agreement.

ARTICLE 3: PROGRAM MUTUALITY

3.1 Availability of Resources.

a. Fletcher Allen Resources. Fletcher Allen shall make its facilities, equipment and programs (“Fletcher Allen Resources”) reasonably available for clinical, educational and research work of COM, CNHS, and/or other qualified UVM faculty (“UVM faculty”) in the health care and related professions and students enrolled in those UVM programs. All such Fletcher Allen Resources shall, as applicable, be (a) appropriately licensed and accredited; (b) operated in
compliance with all standards for the conduct therein of accredited undergraduate or graduate education programs; and (c) managed in accordance with Law and generally recognized standards for an academic health center. The use of Fletcher Allen Resources by UVM faculty, as well as UVM students, shall be subject to all applicable rules, regulations and policies of Fletcher Allen, which shall not conflict with this Agreement, and UVM shall use all reasonable efforts to cause its faculty and students to comply with such rules, regulations and policies. Leases for facilities use and equipment, and equipment purchases, used jointly by the parties shall be negotiated and executed by duly authorized officials of the parties, using customary channels.

b. Additional Fletcher Allen and/or FAP Affiliate Facilities. If, during the term of this Agreement, Fletcher Allen and/or FAP desires and plans to own and/or operate, manage or hold a controlling interest an additional hospital or other health care facility ("Facility") it or they shall promptly notify UVM in writing. The parties then shall explore the extent, if any, to which they wish to extend opportunities set forth in this Agreement, such as faculty appointments, student clinical placement and/or clinical education and research, to such Facility. However, FAP may add any new Affiliate or Facility without UVM’s consent or approval. Any Affiliate or Facility that desires to obtain the benefits of this Agreement and the License Agreement attached as Exhibit 1 (the "License Agreement") shall be required to execute the Consent Agreement attached hereto as Exhibit 8 agreeing to be bound by all of the provisions of those agreements applicable to the Affiliate or the Facility.

c. UVM Resources. UVM shall make its facilities, equipment and programs ("UVM Resources") reasonably available to Fletcher Allen to support the common goals of the parties expressed in this Agreement. All such UVM Resources shall, as applicable, be (a) appropriately licensed and accredited; (b) operated in compliance with all standards for the conduct therein for the uses intended by Fletcher Allen; and (c) managed in accordance with Law and generally applicable standards. The use of UVM Resources by authorized Fletcher Allen personnel shall be subject to all applicable rules, regulations and policies of UVM, which shall not conflict with this Agreement, and Fletcher Allen shall use all reasonable efforts to cause its personnel to comply with such rules, regulations and policies. Leases for facilities use and equipment, and equipment purchases, used jointly by the parties shall be negotiated and executed by duly authorized officials of the parties, using customary channels.

3.2 Overall Mutuality.

a. General Principle and Process. UVM and Fletcher Allen/FAP respectively agree to use best efforts to maintain academic programs and clinical services responsive to the needs of each other. If either of these parties wishes to establish, modify or eliminate a service or program, it will notify the other party at the start of the related planning process. Thus, if Fletcher Allen identifies a need for a new academic program to support its clinical initiatives, UVM will use its best efforts, in accordance with its institutional program initiation protocols, to develop such an academic component. Conversely, if UVM identifies a need for a new clinical unit, service area or program to support an existing or proposed academic program, Fletcher Allen will use its best efforts to develop such a clinical component. If, despite such consultation, a party declines to accommodate the other party, the party requesting accommodation retains the right to address its needs independently through a third-party affiliation or otherwise.
b. **Non-Fragmentation.** UVM and Fletcher Allen/FAP shall use their respective best efforts to avoid administrative fragmentation of related academic disciplines and clinical services, and shall endeavor to maximize programmatic integration, to reduce expenses, and to avoid creation of additional Academic Chair and Health Care Service Leader positions that cannot be structured as concurrent appointments pursuant to Section 5.6.a. In the unlikely instance that a new Health Care Service would be created at Fletcher Allen that requires administrative overhead, mutual consent of the Dean of the COM and the Fletcher Allen CEO will be required. The parties acknowledge that Primary Care Internal Medicine is a health care service of Fletcher Allen without a corresponding academic department at UVM and will be subject to review of its administrative structure in 2015.

**ARTICLE 4: EDUCATIONAL PROGRAMS**

4.1 **Student Clinical Education Programs.**

a. **Duties of FAP and Fletcher Allen.**

(i) **COM Students.** FAP and Fletcher Allen individually and collectively agree to provide adequate primary sites, with associated facilities and support, for the clinical education of undergraduate COM students so as to enable UVM to maintain high-quality, accredited clinical education programs. UVM agrees to designate Fletcher Allen as the primary site for such programs. COM shall have a right of first refusal as to all available undergraduate student placement slots at Fletcher Allen and FAP Affiliates.

Both parties agree that such programs shall comply with applicable Law and accreditation requirements. The COM and FAP and Fletcher Allen shall maintain, separate and apart from this Agreement, a clinical education agreement in conformance with COM curricular requirements for student placements, UVM policy, and applicable accreditation requirements. Exhibit 6 is a template agreement to be used for clinical placement of COM students at FAP Affiliates.

The COM Dean or the Dean’s designee(s) shall have a right to inspect and approve the clinical sites that FAP and Fletcher Allen make available prior to the assignment of COM students to such sites and, upon reasonable notice to FAP and Fletcher Allen or the pertinent FAP Affiliate, to inspect such sites during the term of any clinical placement cycle.

Nothing in this provision shall preclude COM from designating secondary additional clinical sites for student placement to ensure, within its sole judgment and discretion, adequate and programmatically requisite student clinical opportunities as well as students’ exposure to a diverse patient population and varied clinical venues.

(ii) **CNHS Students.** FAP and Fletcher Allen agree to provide a right of first refusal as to clinical placement opportunities at FAP Affiliates for undergraduate and graduate students enrolled in CNHS programs unless the FAP Affiliate has existing conflicting obligations, in which case the right of first refusal will begin when the current arrangement at the FA affiliate expires. Nothing in this provision shall preclude CNHS from designating additional clinical sites for student placement to ensure, within its sole judgment and discretion, adequate and
programmatically requisite student clinical opportunities as well as students’ exposure to a diverse patient population and varied clinical venues. Exhibit 7 is a template agreement to be used for clinical placement of CNHSS students at FAP Affiliates.

The Dean shall have a right to inspect and approve the clinical sites FAP and Fletcher Allen make available prior to the assignment of students to such sites and, upon reasonable notice to FAP and Fletcher Allen, to inspect such sites during the term of any clinical placement cycle.

(iii) FAP Affiliates shall maintain policies which provide that their patients may be subject to teaching activities in the regular course of treatment and care unless the patient or attending physician requests otherwise, in which event the FAP Affiliate may elect whether or not to honor such request in accordance with its ethical obligations to patients and, as applicable, the Medical or Health Care Staff Bylaws.

b. Duties of UVM. UVM shall be responsible for the approval, administration, accreditation (through the respective accrediting body), and curriculum of UVM educational programs involving UVM students participating in clinical programs in facilities owned, operated by, or affiliated with FAP. UVM shall also be responsible for the recruitment, evaluation, testing, and advancement of students participating in UVM’s educational programs. Subject to the provisions of Article 8, funding for educational activities for UVM students shall be the sole responsibility of UVM. For any academic program utilizing a FAP Facility UVM shall, upon request of the Facility, provide evidence to the Facility, from the appropriate regulatory agencies, of its accreditation, or certification of compliance, for such programs. UVM students participating in programs utilizing FAP Facilities shall be required to adhere to the Facility’s rules, regulations, policies and procedures.

4.2 Graduate Medical Education Program.

a. Fletcher Allen shall maintain accredited Graduate Medical Education programs (collectively, the “GME Program”) that correspond to each academic department of COM. Each such program shall meet all accreditation requirements of the Accreditation Council for Graduate Medical Education (“ACGME”) and the relevant Residency Review Committee (“RRC”). If either party learns at any time of a circumstance that will or reasonably could lead to jeopardizing such accreditation, it shall promptly inform the other party in writing and each party shall promptly take actions within its authority, coordinating with the other party, to resolve the problem.

b. In connection with the GME Program, Fletcher Allen shall employ and provide customary support (including salary, benefits, professional liability insurance, parking, meals, licensing fees, and costs of customary amenities consistent with past or customary GME practices) to a numerical complement of residents that is established each year after consultation with the COM Dean, provided that Fletcher Allen shall not be obligated in any event to employ a greater number of residents than the maximum number for which it receives direct medical reimbursement under the Medicare program. Once Fletcher Allen has committed to the employment of a given number of residents for a year, its financial support shall extend through the completion of such residents’ usual duration of program training.
c. Fletcher Allen shall bear the reasonable costs of the GME Program, including: (1) a portion of the compensation of each Residency Program Director and Coordinator that fairly reflects the actual time commitment of such positions; (2) costs of resident recruitment, interviews, customary social activities, parking, and meals; and (3) payment of a portion of COM faculty compensation reasonably commensurate with the administrative, supervisory and educational effort of the faculty in the GME Program, the latter as reflected in annually calculated Commitment Funds.

d. The parties shall coordinate with regard to the resident “match” and the recruitment and selection of residents.

e. A GME Committee shall be jointly appointed by the Fletcher Allen CEO and the COM Dean. It shall be chaired by a designated Institutional Officer (DIO) jointly appointed by the Fletcher Allen CEO and the COM Dean, and who will also serve ex officio as the COM Associate Dean for GME. The GME Committee will advise the Fletcher Allen CEO and the COM Dean on matters associated with the administration of the GME Program, including the rotations, locations, and assignments of participants, and actions necessary to comply with ACGME accreditation requirements. The DIO shall have administrative responsibility for management and general oversight of the GME program, subject to the programmatic direction and oversight of the GME program by the COM Dean in view of accreditation standards and requirements.

f. UVM shall be responsible for the approval and administration of the academic programs involving residents participating at clinical settings in FAP Facilities. For all residents participating in the care of patients within FAP Facilities, COM agrees to provide supervision by one or more members of its faculty. Fletcher Allen shall be responsible for the funding of residents primarily involved in patient care (consistent with Fletcher Allen’s funding obligations specified in Article 8). UVM shall be responsible for the administration of the funding of extramurally sponsored research in which residents may be engaged supplemental to specific accreditation requirements, except for funding involving approved training grant programs of Fletcher Allen, Fletcher Allen Research (clinical trials, as described in Article 10 below), or as otherwise agreed in writing by the parties. UVM shall supervise the recruitment, evaluation, testing, and advancement of the residents participating in the GME Program, subject to the above-stated obligation of the DIO and the GME Committee to provide general supervision and oversight of the GME Program.

ARTICLE 5: PHYSICIAN PERSONNEL

5.1 Approved Faculty Clinical Practice Option.

a. Subject to the reserved powers of UVM specified in Article 18, and further subject to Fletcher Allen’s compliance in all material respects with the terms of this Agreement, UVM hereby recognizes UVM Medical Group as the clinical practice group for COM faculty-physicians and hereby designates UVM Medical Group as the organization through which COM faculty-physicians will engage in the clinical practice of medicine during the term of this Agreement. COM agrees to provide appointments with the titles set forth in the COM Faculty
Handbook to all qualified physicians whom UVM Medical Group employs, provided that UVM's eligibility criteria for medical and other benefits for such physicians shall apply.

Except as otherwise expressly permitted by this Agreement, UVM will not designate another entity as an approved faculty clinical practice vehicle during the term of this Agreement; however, UVM may designate other ancillary and less comprehensive faculty clinical practice vehicles if, in its sole discretion, it deems such vehicles important to its academic, educational and research missions and if Fletcher Allen does not in a timely manner meet the UVM need.

5.2 Faculty Practice Group Structure. UVM acknowledges the UVM Medical Group governance structure set forth in the UVM Medical Group bylaws and articles. Fletcher Allen and UVM Medical Group respectively and collectively shall ensure that Fletcher Allen and UVM Medical Group operate in accordance with the UVM Medical Group bylaws and articles, as well as the faculty practice principles set forth in Exhibit 2.

Fletcher Allen and UVM Medical Group further agree that, as a material inducement to UVM to enter into this Agreement, neither Fletcher Allen nor UVM Medical Group will seek to, nor shall it, adopt or implement any subsequent change in the governance, compositions or other major organizational characteristics of UVM Medical Group, unless approved in accordance with Article IX of the UVM Medical Group bylaws. If UVM does not consent to the proposed changes, UVM may (a) terminate this Agreement; (b) withdraw its approval of UVM Medical Group as an approved faculty clinical practice mechanism; (c) designate additional faculty practice group(s); and/or (d) exercise any other remedies it may have hereunder or pursuant to Law.

5.3 Fletcher Allen Medical Staff Privileges. Fletcher Allen agrees to grant medical staff privileges to all COM faculty-physicians who meet the credentialing standards set forth in the Medical Staff Bylaws (as such standards may exist at a given time.) UVM acknowledges that Fletcher Allen may also offer medical staff privileges to qualified physicians who are not employed by UVM Medical Group and/or affiliated with UVM.

5.4 Personnel Actions.

a. Coordination Principle. The parties recognize the need to coordinate strategic and annual financial planning with respect to their common and individual staffing needs. The parties thus hereby agree to consult with one another in the development and implementation of staffing plans and to use best efforts to reach agreement regarding personnel actions of mutual interest to them in view of their common goals. The parties acknowledge FAP's desire to offer a comprehensive and sustainable range of high-quality clinical services, UVM's desire to offer a comprehensive and sustainable range of high-quality education and research programs, and the dependency of such objectives upon the availability of highly qualified personnel. Toward that end, each party agrees to establish personnel management practices and compensation plans consistent with the provisions of this Agreement, including without limitation the faculty practice principles set forth in Exhibit 2.

b. Annual Review Process. The parties agree to review together no less than once annually, and ordinarily in conjunction with the formulation of their respective annual budgets,
proposed personnel actions, including but not limited to the creation of new positions, the initiation of new appointments or the proffer of re-appointments, the termination of appointments, and the determination of compensation. In the event that the parties cannot reach agreement relative to a proposed personnel action, neither party is authorized to undertake personnel actions that obligate or purport to obligate the other party. The parties will otherwise undertake personnel actions pursuant to their respective policies.

c. Integration Principle. Except as permitted by the next sentence of this subparagraph, to facilitate the integration of educational and research programs with the provision of clinical services Fletcher Allen agrees to meet its physician staffing needs through physicians who are or will be employed by UVM Medical Group and are deemed eligible by COM for COM appointments, as determined by the the COM Dean. However, as an exception to this principle, Fletcher Allen may from time to time directly employ physicians who are ineligible for, or who do not wish to seek, COM appointments, provided that (i) the total number of full-time equivalent Fletcher Allen-employed physicians shall not at any time exceed more than eight (8) percent of the total number of full-time equivalent UVM Medical Group physicians; (ii) UVM shall not be required to offer such physicians a COM appointment; and (iii) such Fletcher Allen physicians shall not hold themselves out, or be promoted by FAP or Fletcher Allen, as members of the UVM Medical Group or the COM faculty. The parties are undertaking a process to develop a plan for the integration of employed physicians at FAP Affiliates and will use their best efforts to pursue this process in good faith to conclusion. In the meantime, FAP Affiliates may meet their physician needs through physicians who are not employed by UVM Medical Group. However, community-based physicians associated with FAP Affiliate hospitals may be employed by UVM Medical Group and shall be eligible for appointment to the COM faculty as Clinical Practice Physicians. The parties acknowledge that the following language regarding Clinical Practice Physicians is included in UVM’s Faculty Handbook: “The role of the Clinical Practice Physician is first to provide the highest quality of patient care consistent with the policies, standards and guidelines of the UVM Medical Group. Providing a patient base for clinical teaching and research and modest amounts of personal teaching are also expected. All appointments of Clinical Practice Physicians require the favorable recommendation of the Chair of the applicable department and approval by the Senior Associate Dean for Clinical Affairs and the Dean of the College.”

5.5 Physician Compensation. In accordance with the faculty practice principles set forth in Exhibit 2, Fletcher Allen and UVM Medical Group shall ensure that physician compensation policies and plans equitably credit the actual time, effort, contributions, and effectiveness of individual physician-faculty members in performing functions that advance the respective missions of FAP and COM (e.g., clinical care, teaching/supervision, administration and research.) The COM Dean shall have the reserved powers specified in the UVM Medical Group bylaws with respect to the UVM Medical Group compensation plan and revisions and amendments thereto.

5.6 Healthcare Service Leaders/Academic Unit Heads.

a. Concurrent Appointments. To facilitate the program mutuality principles set forth in this Agreement, persons recruited by UVM to serve as academic unit heads (“Chairs”) will be appointed by Fletcher Allen to serve as director of the corresponding clinical unit (Health Care
Service Leader ("HCS Leader"). If Fletcher Allen wishes to appoint a HCS Leader for which there is no corresponding Chair, it shall do so in consultation with COM and, in such case, COM will identify the academic department in which the Health Care Service will be situated and an appropriate title for the HCS Leader.

Before a recruitment process for an HSC Leader/Chair begins, the COM Dean and the Fletcher Allen CEO shall agree upon the cost-sharing arrangement for the recruitment, including without limitation the compensation and start-up or other support to be offered the successful candidate. Subject to appropriate and mutually agreed adjustments in view of the nature of the appointment, the cost-share split will customarily be for Clinical HSC Leader/Chairs: 60% Fletcher Allen, 40% COM.

b. Recruitment Fund. Fletcher Allen hereby agrees to create a recruitment fund in to secure its financial commitment to share in the costs of recruiting. The initial payment into the Fund shall be made by September 30, 2014 in the amount of five million ($5,000,000) dollars, to be used exclusively as a source of funds for Fletcher Allen’s 60% share of recruitment costs pursuant to the arrangement described in the preceding subparagraph.

c. Reporting and Accountabilities. The President of UVM Medical Group shall report and be accountable to the Fletcher Allen CEO in the performance of duties as President related to the clinical and financial operations of UVM Medical Group, and shall report and be accountable to COM Dean in the performance of duties as Senior Associate Dean of Clinical Affairs. The President shall oversee and manage the activities of the HCS Leaders in the performance of their duties related to the clinical and financial operations of UVM Medical Group; the HCS Leaders shall report and be accountable to the UVM Medical Group President, and through the UVM Medical Group President, to the Fletcher Allen CEO. The Dean shall oversee and manage the activities of the COM Chairs in the performance of their duties related to the academic endeavors of the respective COM units or programs, and the Chairs shall report and be accountable to the COM Dean.

5.7 Fletcher Allen Clinical Service Administrators/UVM Academic Administrators. Persons who hold administrative appointments in COM or CNHS may be eligible for Fletcher Allen administrative appointments in view of their qualifications and the needs of Fletcher Allen and UVM individually and collectively. If these parties determine that they wish to offer employment jointly, they hereby agree to coordinate their recruitment and employment processes and to reach advance agreement on the allocation of financial responsibility for compensation and other support of the successful candidate. In addition, a non-employing party may offer a courtesy appointment to an employee of the other party whose administrative responsibilities involve a significant level of interaction with the non-employing party.

5.8 Executive Searches. In furtherance of their collaboration: (a) Fletcher Allen shall provide UVM with the opportunity to designate at least three (3) representatives to any search process for recruitment of a Fletcher Allen CEO; (b) UVM shall provide Fletcher Allen with the opportunity to designate at least three (3) representatives to any search process for recruitment of a Dean of COM or CNHS; and (c) UVM, Fletcher Allen, and UVM Medical Group shall each be entitled to designate at least three representatives to a search process initiated for recruitment of the
COM Senior Associate Dean for Clinical Affairs, who shall also serve *ex officio* as the President of UVM Medical Group. Any initial contract of employment with the President of UVM Medical Group/COM Senior Associate Dean shall be approved and executed by the Fletcher Allen CEO, UVM Medical Group board chair and the COM Dean. UVM will pay one-third of the base salary and Fletcher Allen and UVM Medical Group will pay the balance of the salary of the Senior Associate Dean for Clinical Affairs/UVM Medical Group President, provided that in no instance shall the UVM Medical Group pay more than one-third of such total base salary. The Senior Associate Dean for Clinical Affairs/UVM Medical Group President shall be eligible for benefits on the same terms and conditions of the physician-faculty members of the UVM Medical Group. The performance of the UVM Medical Group president shall be reviewed annually by the Fletcher Allen CEO and the COM Dean respectively, each respectively in consultation with the UVM Medical Group.

5.9 **Common Paymaster.** Subject to the eligibility requirements of Section 3121(s) of the Internal Revenue Code of 1986 or its successor provision, UVM agrees to serve as the "common paymaster" with respect to persons who are employed concurrently by UVM as faculty in the clinical departments of COM and by UVM Medical Group as physicians. If the common paymaster arrangement terminates as a result of an adverse ruling or action by the Internal Revenue Service or a change in applicable Law that renders UVM ineligible to serve as common paymaster, UVM shall have no further financial or other obligations to UVM Medical Group arising from any subsequent period relative to common paymaster status, including for taxes that UVM Medical Group is obligated to pay in the absence of a common paymaster arrangement. The parties agree to share administrative costs UVM incurs by virtue of its "paymaster" role as described in the methodology outlined in Exhibit 3. If employer tax liability arises in conjunction with the common paymaster arrangement, each employer shall be solely responsible for its tax liability without recourse to any other party to this Agreement.

5.10 **Benefits.** Responsibility for administration of the benefits available to eligible physician-faculty employed jointly by Fletcher Allen and UVM shall be as set forth in Exhibit 4.

5.11 **Professional Medical Judgment.** Physicians and other health care professionals who hold UVM faculty appointments in their respective colleges or schools shall be responsible for exercising their own best professional judgment in providing clinical care and treatment to patients, and in instructing and mentoring UVM students and Fletcher Allen residents, provided that these obligations shall not prevent Fletcher Allen from requiring these physicians and health care professionals from participating in, and observing the requirements of, any credentialing, quality assurance, risk management, utilization review or similar programs that comply with Law and encompass generally recognized professional standards at comparable academic health centers.

**ARTICLE 6: NURSING AND ALLIED HEALTH SCIENCES**

6.1 **FAP and Fletcher Allen Services Professionals; CNHS Appointments.** FAP and Fletcher Allen health care services professionals who teach and/or supervise undergraduate or
graduate students enrolled in CNHS may be eligible for a CNHS appointment subject to the criteria and protocols established by CNHS.

6.2 CNHS: Clinical Appointments. CNHS faculty who are qualified to engage in clinical practice, clinical trials research, and Fletcher Allen-based teaching and/or supervision of students enrolled in CNHS may be eligible for a clinical appointment at Fletcher Allen in the appropriate department(s) or service areas, both under the criteria and protocols established by Fletcher Allen, as well as the admitting privileges (if any) applicable to the field of clinical practice.

6.3 Integration of Faculty Clinical Practice Group. FAP and Fletcher Allen and UVM hereby commit to support the development of the University of Vermont Nursing and Health Sciences Practice Group, Inc., as a faculty practice vehicle for CHNS faculty and will explore in good faith integrating the Group into Fletcher Allen as a subsidiary nonprofit corporation in a manner similar to UVM Medical Group, including the establishment of a reasonable Dean’s tax on clinically related revenues and the annual provision of Commitment Fund monies to cover a portion of the salary, benefits and related expenses for CNHS clinical faculty whom Fletcher Allen employs.

ARTICLE 7: INSURANCE

7.1 Coverage: General Protocols

a. The parties, through their Risk Managers, will confer from time to time and otherwise upon a party’s reasonable request with respect to the nature, extent and cost of insurance needed to comply with this Agreement and with prudent and customary standards for similar institutions.

b. Each party respectively shall, throughout the Term, maintain insurance (through commercial insurance, reinsurance, and/or captive or self-insurances established on an actuarially sound basis) of such type, in such amounts, and against such risks as are normally carried and insured against by organizations of similar type and size. At a minimum, the parties shall respectively carry the types of insurance identified on Exhibit 5 (hereinafter “Required Insurance”). Each party shall, at or around the Effective Date, and annually thereafter, disclose to the other party the amounts of coverage carried for each item of Required Insurance. Each party shall also promptly notify the other of any cancellation, suspension, or termination of any Required Insurance required under this section.

c. Each party shall provide to the Risk Manager of the other, upon request, documentation of the existence in force of such insurance arrangements.

7.2 Dual or Joint Activities. If a particular claim or dispute arises (a) partly from activities of Fletcher Allen employees acting as such and partly from activities of UVM employees acting as such, or (b) partly from functions a person performs by or on behalf of or in the course of their duties for Fletcher Allen, and partly arises from or relates to functions a person performs by or on behalf of or in the course of their duties for UVM, the parties shall: (a) coordinate their
defense of such matters as provided in Section 14.4, and (b) share the costs of defense, settlement and any judgment in a proportion to which they and their respective insurers may agree or, if they cannot so agree, then in proportion to their respective responsibility for the acts or omissions giving rise to the claim as determined by Dispute Resolution pursuant to Article 17. In no event, however, shall either party assert cross-claims or indemnification claims or bring an independent action with respect to such allocation, except after exhausting the Dispute Resolution process (which process shall be accelerated if necessary to prevent material prejudice to a party’s rights), apart from such provision and procedures.

ARTICLE 8: FINANCES

8.1 Fletcher Allen Financial Support. The parties recognize their programmatic and financial interdependence and are committed to maintaining a high-quality academic health center designed to meet their common goals. As consideration for the academic and research affiliation for which this Agreement provides, and in recognition of the costs UVM incurs to sustain the academic and research enterprises from which Fletcher Allen and UVM Medical Group benefit, Fletcher Allen and UVM Medical Group agree to make the payments specified below.

a. Fletcher Allen Commitment Funds. Fletcher Allen shall make monthly payments to UVM to fund (i) a portion of the salary, benefits and related expenses paid or incurred by UVM to physician-faculty and staff who are also employed by Fletcher Allen and (ii) a portion of the cost of UVM facilities, utilities and other campus operating expenses that are not paid or reimbursed by any form of federal funding, such payments to be known as the “Fletcher Allen Commitment.” The minimum Fletcher Allen Commitment payment for each full-time COM faculty member will be $30,000 for salary plus the annually established fringe rate developed for full-time UVM Medical Group members covering the full cost of the benefits as to which UVM serves as provider or administrator. The payment for faculty whose combined effort for Fletcher Allen and UVM is less than 1.0 FTE will be based on a pro-rata share of $30,000 plus the cost of any benefits for which such persons are eligible and enrolled.

The amount of the Fletcher Allen Commitment shall be developed jointly by the parties in accordance with the following process and guiding principles: prior to the start of each fiscal year of Fletcher Allen (commencing October 1), the parties shall agree on (A) the portion of the salary, benefits and related expenses of all physician-faculty and staff to be paid directly by UVM from its own funds; (B) the portion to be paid directly by Fletcher Allen from its own funds; (C) the portion of such expenses to be paid by UVM from funds furnished by Fletcher Allen; and (D) the portion of the cost of UVM facilities, utilities and other campus operating expenses that are not paid by, or reimbursed through, any form of federal funding and are to be paid by Fletcher Allen. Fletcher Allen’s annual agreement to make the payments identified in clauses (C) and (D), once established, shall be documented in a writing signed by duly authorized representatives of UVM and Fletcher Allen and, once so documented, shall constitute the Fletcher Allen Commitment for the year at issue. The proceeds of the Fletcher Allen Commitment shall be used by UVM exclusively to pay the expenses that are so documented and for no other purpose.
The amount of the Fletcher Allen Commitment paid to UVM shall be subject to variation each year based upon the needs of Fletcher Allen for physicians and related staffing; the availability of funding sources apart from Fletcher Allen to pay for the covered costs (such as externally sponsored research funds; and philanthropic contributions, or the availability of other funds or revenues within UVM); the cost of benefits; and the allocation of the time and effort of physician-faculty among clinical, teaching, research and administrative activities; and the cost of UVM’s facilities, utilities and other unreimbursed operating expenses.


(i) Base Payment; Supplemental Base Payment.

(A) In addition to the Fletcher Allen Commitment, Fletcher Allen shall make an academic support payment (the “Base Payment”), calculated as follows: for Fletcher Allen fiscal year ending September 30, 2014, the Base Payment shall be the amount calculated under current Affiliation Agreement, dated August 1, 2010; for Fletcher Allen fiscal year 2015, the Base Payment shall be increased to $7,500,000; and for subsequent Fletcher Allen fiscal years during the term of this Agreement, the Base Payment shall be increased annually by 2% or CPI (U.S. Bureau of Labor Standards), whichever is higher. The Base Payment shall be paid to UVM in equal monthly installments. The Base Payment shall include a $434,000 allocation to Dana Medical Library. Fletcher Allen also shall make a Supplemental Payment of Two Million Dollars ($2,000,000) for the Fletcher Allen fiscal year ending September 30, 2014, payable to UVM in equal quarterly installments. The Supplemental Payment for each ensuing fiscal year shall be contingent upon the continued availability of existing amounts and sources of revenues and, subject to the continued availability of such revenues, shall be increased on each anniversary date of the Effective Date of this Agreement by an inflation escalator of 2% or CPI (U.S. Bureau of Labor Standards), whichever is higher. Fletcher Allen shall promptly notify UVM in writing in the event that it learns that existing revenues will no longer be available in amounts or from sources sufficient to permit Fletcher Allen to make the Supplemental Payment to UVM in any given fiscal year. The President of UVM and CEO of Fletcher Allen shall meet in good faith within thirty days (30) of said notice and shall fully discuss and explore the availability of potential alternative sources of revenues.

(B) In addition to the increases to the Base Payment specified in subparagraph (A) above, the Base Payment shall be further increased in the fiscal year following the addition of a new FAP Affiliate by an amount proportional to the new FAP Affiliate’s net patient service revenues (“NPSR”) for its most recently completed fiscal year, relative to the consolidated NPSR of FAP and all FAP Affiliates (other than the new Affiliate) for FY 2014. [For example, if a new FAP Affiliate is added in FY 2015 with NPSR of $100,000,000 in its most recent fiscal year, and FAP had consolidated NPSR of $1 billion in FY 2014, the Base Payment would be increased for FY 2016 by 10%.]

(ii) Dean’s Tax. During the term of this Agreement, UVM Medical Group shall pay a Dean’s Tax to UVM for the benefit of COM (the “Dean’s Tax”) in monthly installments, and exclusively from funds of UVM Medical Group, in an amount equal to two and three-tenths percent (2.3%) of the UVM Medical Group NPSR for that fiscal year, the funds to be utilized in the...
Dean's sole discretion. For purposes of this Agreement, the term "UVM Medical Group Net Patient Revenues" means the NPSR, exclusive of Medicaid revenues, determined in accordance with generally accepted accounting principles, of those physicians who are employed by UVM Medical Group and have been granted faculty appointments by the COM. If there is any future change in accounting practices that would result in a change in the recognition and calculation of NPSR of UVM Medical Group and a material reduction in the Dean's Tax, the parties shall meet and confer with the objectives of (A) developing an alternative method of recognizing and calculating NPSR substantially equivalent to the current methodology and (B) avoiding a reduction in the Dean's Tax solely as a result of the change in accounting practices.

Beginning with Fletcher Allen FY2015, Fletcher Allen guarantees payment of One Million Dollars ($1,000,000) to COM in Dean's Taxes on UVM Medical Group Net Patient Revenues of community-based physicians affiliated with FAP Affiliates who become employed by UVM Medical Group after the Effective Date with appointments in the COM as Clinical Practice Physicians. As actual Dean's Taxes increase from revenues of such additional employed physicians, guarantee payments by Fletcher Allen under this paragraph shall decrease dollar for dollar.

The parties agree that if any academic support payment provided by this subsection (b) is prohibited by a regulatory order of any kind, including orders of the Green Mountain Care Board, the parties will meet in good faith to consider and explore alternative funding sources. If these discussions are unsuccessful and this results in a funding decrease of 10%, or more, UVM will have the right to terminate this Affiliation Agreement.

c. **Dean's Annual Report.** By September 30 of each UVM fiscal year, the COM Dean shall prepare and furnish a written report for the benefit of the UVM President and Fletcher Allen CEO detailing COM expenditures for the preceding fiscal year made from the proceeds of the Academic Support Payments. The Chief Financial Officers of UVM and Fletcher Allen shall meet within thirty (30) days following receipt of this report to discuss reconciliation of any issues outstanding between the parties relevant to the report or other financial issues that, in the judgment of either party or both parties, will or may constitute a Dispute as defined in this Agreement. Unless otherwise resolved by means of this meeting or through the Dispute resolution process, late payments shall be subject to the terms of section 8.2 of this Agreement. If a Dispute is pending relative to funds in a COM subaccount established pursuant to section 8.1.b.(ii) and Exhibit 6 of this Agreement, such funds may not be expended or transferred to another account until the Dispute concludes by means of the Dispute resolution process.

8.2 **Late Payments.** Any payment due from between the Parties under this Agreement shall be subject to an interest rate charge equal to six-tenths percent (0.6%) per month if payment is not made in full within thirty (30) days of its due date.

**ARTICLE 9: USE OF NAME OR MARKS**

Upon execution of this Agreement, UVM shall grant a license to FAP, Fletcher Allen, UVM Medical Group and FAP Affiliates to use the name "University of Vermont" upon the terms
of the License Agreement attached hereto as Exhibit 1 (the “License Agreement”). In addition, the existing Trademark License Agreement, dated as of August 1, 2010, between UVM, Fletcher Allen and UVM Medical Group shall remain in full force and effect.

ARTICLE 10: RESEARCH

10.1 Research and Research-Related Institutional Policies. UVM and Fletcher Allen agree that each party respectively is responsible for, and shall be deemed institutional sponsors of, certain categories of research (hereinafter “research”). The categories of research for which each institution is responsible, known respectively as “UVM Research” and “Fletcher Allen Research,” are specified in section 10.2. The parties further respectively agree to maintain, administer, and apply to their research activities and employees their own research-related institutional policies (“research policies”) including, at a minimum, policies governing scientific misconduct, research-related conflicts of interest, and intellectual property, the latter to include without limitation the nature and extent of all proprietary rights in inventions and discoveries arising out of research. To avoid confusion among employees of the two organizations performing research-related activities, the parties will coordinate in the development of their research policies to assure that they are consistent to the greatest degree practicable, and will publicize such policies to affected personnel. Each party acknowledges its obligations to take reasonable steps to ensure that its employees or agents conduct research, and that its facilities are otherwise used for research activities, in a manner consistent with Law, recognized professional standards and the provisions of this Agreement. Specifically, the parties shall coordinate their respective research activities to assure that no research is initiated involving Fletcher Allen patients or the billing of Fletcher Allen patients or payors without compliance with this Agreement, including the requirement of an approved billing plan and reimbursement analysis under Section 10.7.

10.2 Responsibility for Conduct and Administration of Research.

a. UVM Research. All research (other than clinical trials defined as Fletcher Allen Research in sub-paragraph (c) below) conducted by persons employed by UVM, including those employed and appointed as faculty through their respective colleges and schools, with the exception of certain categories of clinical trials research identified in Section 10.2.c. below, shall be deemed to be conducted by, and shall be administered by and through, UVM. Such research shall be known and referred to herein as “UVM Research.” All applications for sponsorship of UVM Research, and all grants and contracts for UVM Research, shall be submitted and received by, and administered by and through, UVM. When engaged in UVM Research, faculty shall be deemed to be functioning as the exclusive agents and employees of UVM, not of Fletcher Allen, unless such activity also involves clinical functions, in which latter capacity the faculty-physicians and faculty-health care service providers shall be deemed to be functioning as the agents and employees of Fletcher Allen.

b. Use of Fletcher Allen Facilities for UVM Research. UVM Research that constitutes non-exempt human subjects research under federal law and rules, which is to be conducted by UVM using Fletcher Allen facilities, will be reviewed and approved by the appropriate UVM Institutional Review Board. UVM shall notify Fletcher Allen prior to the initiation of any UVM Research and provide proper financial and other reports to Fletcher Allen to allow Fletcher Allen to fulfill its fiduciary, compliance and other obligations pursuant to any grant or contract governed
by this provision. Attending physicians and health care professionals under their supervision shall be given appropriate notice of any research activity involving patients under their care. Fletcher Allen reserves the right to review and approve UVM Research using any equipment, facilities, supplies or personnel of Fletcher Allen, and such UVM Research must not unreasonably interfere with the normal operations of Fletcher Allen. UVM will use its best efforts to ensure that its activities related to research conducted in Fletcher Allen facilities will comply with all applicable Laws, regulations and assurances pertaining to such research, including but not limited to those regarding research involving human subjects and the disposal and handling of hazardous waste and materials. To the extent of externally funded research approved as described above and to be conducted in Fletcher Allen facilities, Fletcher Allen may charge UVM allowable patient care costs at rates that are not in excess of federally approved rates allowable under and consistent with the project budget.

c. Clinical Trials and Fletcher Allen Research. Commerically sponsored research involving the evaluation of the safety or efficacy in humans of drugs or medical devices (“clinical trials”) conducted by employees of Fletcher Allen, including persons who are joint employees of both UVM and Fletcher Allen (“Dual Employees”), shall be deemed to be conducted by, and shall be administered by and through, Fletcher Allen. Such research shall be known and referred to herein as “Fletcher Allen Research.” Excluded from the definition of Fletcher Allen Research is research in which the principal activity involves evaluation or analysis of clinical trial data or material in, or in association with, UVM research laboratories or other UVM facilities.

All applications for sponsorship of Fletcher Allen Research, and all grants and contracts for Fletcher Allen Research, shall be submitted and received by, and administered by and through, Fletcher Allen. When engaged in Fletcher Allen Research, physicians and other health care professionals who also hold UVM faculty appointments shall be deemed to be functioning as the exclusive agents and employees of Fletcher Allen, not of UVM, unless such activity also involves UVM Research, in which latter capacity the faculty shall be deemed to be the agents and employees of UVM solely for purposes and to the extent of that portion of UVM Research that does not involve clinical care.

10.3 Research Review Boards. UVM will make available to Fletcher Allen the use of its Committee on Human Research in the Medical Sciences, Vermont Cancer Center, General Clinical Research Center Boards, and any other boards as mutually agreed, in a manner that complies with Law. Fletcher Allen agrees to include a fee for UVM IRB review in the budget of each Fletcher Allen privately-sponsored clinical trial agreement. This fee will be billed by the Clinical Trials Office referenced in section 10.4 of this Agreement and remitted to UVM. Fletcher Allen will defend, indemnify, and hold UVM harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorney’s fees and costs of defense, which arise out of the acts, errors, or omissions of members of such committees in connection with review, approval or other matters concerning Fletcher Allen Research, unless caused by the gross negligence or willful misconduct of UVM or the members of such committees. The UVM IRB shall make available to Fletcher Allen, upon request, all records of its proceedings related to any Fletcher Allen Research. Fletcher Allen hereby expressly acknowledges that UVM is subject to the public access laws of the State of Vermont. UVM shall provide prompt notice to Fletcher Allen
of public requests to attend IRB meetings and/or requests for records relating to IRB proceedings involving Fletcher Allen Research.

10.4 Clinical Trials Office. UVM, through COM, will manage its Office of Clinical Trials Research ("OCTR"), which oversees aspects of Fletcher Allen Research as well as UVM Research. Fletcher Allen will reimburse UVM and/or University Medical Education Associates, Inc. (UMEA) for the cost of any services or resources supplied by UVM and/or UMEA to the OCTR. In supplying OCTR services, UVM shall use reasonable professional diligence and comply with all applicable laws and regulations. UVM will defend, indemnify and hold Fletcher Allen harmless from and against claims, damages, losses and expenses arising out of and to the extent caused by the negligent acts or omissions of UVM or its employees in the provision of such services, provided that nothing in this section 10.4 abrogates or in any way diminishes Fletcher Allen’s own compliance responsibilities with respect to Fletcher Allen Research.

10.5 Effort Reporting. Each party shall provide the other promptly with all information reasonably necessary for required effort reporting with regard to its employees’ involvement in sponsored research.

10.6 Compliance; Disclosure and Cooperation. Without limitation of the provisions of Article 12, each party shall provide the other promptly with all information reasonably necessary for the other party to comply with its own legal and policy obligations, and the parties shall otherwise cooperate in ensuring compliance as the Law and policy require.

10.7 Billing Plan. UVM shall not initiate any UVM Research project or protocol that may result in claims for payment for care delivered to Fletcher Allen patients until Fletcher Allen’s Compliance Department shall have approved in writing a billing plan and reimbursement analysis for that project or protocol. Such billing plan and reimbursement analysis will be developed, and Fletcher Allen action on an approval request will be made, expeditiously so as not to interfere with Fletcher Allen or UVM investigators’ ability to participate in clinical research. In conducting such UVM Research, UVM shall fully comply with any applicable requirements of any applicable approved billing plan.

ARTICLE 11: PHILANTHROPY AND DEVELOPMENT

Fletcher Allen, COM and The University of Vermont Foundation agree to maintain the arrangement existing as of the Effective Date of this Agreement of appointing a joint development officer.
ARTICLE 12: COMPLIANCE

12.1 General Compliance.

a. In performing all responsibilities, functions, operations and activities relating to this Agreement, Fletcher Allen shall (a) comply in all material respects with applicable Law; and (b) provide services in accordance with generally recognized standards for the operation of a quality healthcare facility that is part of an academic health center.

b. In performing all responsibilities, functions, operations and activities relating to this Agreement, UVM shall (a) comply in all material respects with applicable Law; and (b) operate all COM, CNHS, and other academic health care services programs in accordance with governing accreditation standards.

12.2 Review. Through their respectively designated officials, the parties shall cooperate in the design, implementation and oversight of compliance plans and programs relevant to the subject matter of this Agreement, provided that nothing in this section 12.2 relieves a party of its own legal and administrative responsibility to ensure compliance with its obligations.

12.3 Non-Discrimination. Each party agrees not to discriminate in the conduct of its business and operations with respect to race, color, national origin, age, religion, sex, sexual orientation, gender identity or expression, disability or status as a disabled or Vietnam-era Veteran, or any other basis prohibited by Law or its own non-discrimination policies.

12.4 Records Access. To the extent required by Law, each party agrees to make available to the Secretary of the U.S. Department of Health and Human Services, and to the U.S. Comptroller General, and to their authorized representatives, any books and records required (of them or required subcontractors) to be made available by 42 U.S.C. §1861(v)(1)(I). In addition, Fletcher Allen hereby acknowledges that UVM is subject to the Vermont Public Records Act and that UVM shall comply therewith as required by Law.

12.5 Records Privacy; HIPAA. Fletcher Allen and UVM recognize that each is subject to various Laws pertaining to medical and health information privacy and security, including without limitation the Health Insurance Portability and Accountability Act ("HIPAA"). The parties further recognize and acknowledge that each is independently responsible for ensuring its own compliance with such Laws and for maintaining and enforcing its own required or voluntary policies relating to medical and health information privacy and security. If, and to the extent, either party, or its departments, units or employees or agents shares “protected health information” as defined under HIPAA or any other health-related information that is confidential under Law with the other party or its departments, units, employees or agents, it shall do so only when permitted by, and then in strict accordance with, the requirements of applicable Law.

12.6 Exclusion, Debarment and Suspension. Each party represents and warrants that, upon information and belief following due diligence, neither it nor any of its employees or agents have been excluded from participation in any federal health care program, as defined in 42 U.S.C. §1320a-7b(f), or been debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded by any federal department or agency. Each party represents and warrants that, to its knowledge, no formal adverse action, as that term is defined in 42 U.S.C. § 1320a-7e(g), has occurred or is pending or threatened against it or any employee, physician or agent engaged to provide items or services under this Agreement.

12.7 Miscellaneous. This Agreement is intended to comply with all applicable Laws, including without any limitation the federal “Antikickback Statute” and the federal “Stark” law. In the event that there are subsequent changes to or clarifications of Laws that render any provision of this Agreement non-compliant, or either party determines in good faith that a provision of this Agreement is not in compliance with applicable Law, then the parties shall negotiate in good faith to modify the applicable provision(s) of this Agreement to achieve compliance.

ARTICLE 13: RIGHT TO INSPECT AND AUDIT RECORDS

13.1 Right to Inspect Records. A party shall provide upon request of the other party reasonable access to its records, including but not limited to financial or operational information, for the purpose of preparing budgets and/or financial statements, meeting obligations under this Agreement, monitoring compliance with Law and the terms and conditions of this Agreement, or fulfilling legal requirements, so long as such request is not contrary to Law.

13.2 Audit. Upon reasonable cause, and at its own expense, either party shall be entitled to require an independent audit of the other to verify adherence to the provisions of this Agreement or to meet its own legal obligations.

ARTICLE 14: DEFENSE AND INDEMNIFICATION; INSURANCE

14.1 FAP, Fletcher Allen and UVM Medical Group Obligations.

a. FAP, FAP, Fletcher Allen, FAP Affiliates, jointly and severally on behalf of themselves and their respective Directors, Trustees, officers, employees and/or agents agree to defend, indemnify and hold UVM and UVM’s Trustees, officers, employees, students and agents (“UVM Indemnitees”) harmless from and against claims, damages, losses and expenses arising out of bodily injury, sickness, disease or death, or property damage to the extent caused by the negligent acts or omissions of FAP and/or the FAP Affiliate, its Directors, Trustees, officers, employees and/or agents including in connection with their duties and responsibilities as a clinical education and/or research site under this Agreement.

FAP Affiliates shall each maintain professional liability (malpractice) insurance or funded self-insurance in an amount no less than $1,000,000 each claim and annual aggregate for claims arising out of the rendering or failure to render professional service. Each FAP Affiliate shall also maintain commercial general liability insurance or funded self-insurance in an amount of no less than $1,000,000 per occurrence, covering any and all claims arising out of bodily injury or property damage liability. Upon UVM request, a FAP Affiliate shall provide a certificate of insurance evidencing the coverage required by this paragraph.
b. **Fletcher Allen.** Fletcher Allen, for itself and its Trustees, officers, employees and agents, agrees to defend, indemnify and hold UVM, and UVM's Trustees, officers, employees and agents ("UVM Indemnitees"), harmless from and against claims, damages, losses and expenses arising out of or resulting from (i) the negligent acts and omissions of Fletcher Allen and Fletcher Allen's Trustees, officers, employees and agents occurring or arising or alleged to have occurred or arisen within the scope of their employment or agency with Fletcher Allen, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to damage or destruction of tangible property, but only to the extent caused by Fletcher Allen or its Trustees, officers, employees or agents; or (ii) any breach of this Agreement by Fletcher Allen, its Trustees, officers, employees and/or agents, but only to the extent caused by Fletcher Allen and/or and Fletcher Allen's Trustees, officers, employees and agents. It is further agreed that Fletcher Allen shall defend and indemnify UVM Indemnitees with respect to third-party claims of professional malpractice arising out of the acts or omissions of Fletcher Allen physicians, including without limitation UVM Medical Group-employed physicians, or other health care services personnel in their capacity as such. Nothing in this provision shall restrict or supersede UVM's rights to seek damages from Fletcher Allen for injury or loss resulting to it, or its Trustees, officers, employees and agents from such harm.

c. **UVM Medical Group Obligations.** UVM Medical Group, for itself and its Trustees, officers, employees and agents, agrees to defend, indemnify and hold UVM, and UVM's Trustees, officers, employees and agents ("UVM Indemnitees"), harmless from and against claims, damages, losses and expenses arising out of or resulting from (i) the negligent acts and omissions of UVM Medical Group and UVM Medical Group's Trustees, officers, employees and agents occurring or arising or alleged to have occurred or arisen within the scope of their employment or agency with UVM Medical Group, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to damage or destruction of tangible property, but only to the extent caused by UVM Medical Group, its Trustees, officers, employees or agents; or (ii) any breach of this Agreement by UVM Medical Group, its Trustees, officers, employees and/or agents, but solely to the extent caused by UVM Medical Group and/or its Trustees, officers, employees and agents. It is further agreed that UVM Medical Group shall defend and indemnify UVM Indemnitees with respect to third-party claims of professional malpractice arising out of the acts or omissions of UVM Medical Group-employed physicians. Nothing in this provision shall restrict or supersede UVM's rights to seek damages from UVM Medical Group for injury or loss resulting to it, or its Trustees, officers, employees and agents from such harm.

14.2 **UVM Obligations.**

a. **Fletcher Allen and UVM Medical Group.**

UVM, for itself and its Trustees, officers, employees and agents agrees to defend, indemnify and hold Fletcher Allen, UVM Medical Group, and each of their respective Indemnitees (collectively "Fletcher Allen Indemnitees"), harmless from and against claims, damages, losses and expenses arising out of or resulting from (a) the negligent acts and omissions of UVM and UVM's Trustees, officers, employees and agents occurring or arising or alleged to have occurred or arisen within the scope of their employment or agency with UVM, provided that such claim,
damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to damage or destruction of tangible property, but only to the extent caused by UVM, its Trustees, officers, employees and agents; or (b) any breach of this Agreement by UVM, its Trustees, officers, employees and agents but solely to the extent caused by UVM and/or its Trustees, officers, employees and agents. It is also agreed that UVM shall defend and indemnify Fletcher Allen Indemnities with respect to claims arising out of the negligent acts or omissions of UVM-employed faculty in their capacity as UVM Researchers or educators. Nothing in this provision shall restrict or supersede Fletcher Allen’s or UVM Medical Group’s rights to seek damages from UVM for injury or loss resulting to it, or its Trustees, officers, employees and agents from such harm.

b. FAP Affiliates.

UVM agrees to indemnify, defend and hold the FAP Affiliates respectively and individually harmless from and against any and all claims and liabilities, and expenses, relating to bodily injury, sickness, disease or death, or property damage to the extent caused by the negligent actions or omissions of UVM trustees, officers, employees, students and/or agents in connection with their duties and responsibilities to, or as, student interns.

14.3 Protocols. The parties agree that, in the event that a party intends to seek indemnification under this Article 14, such party shall provide written notice to the party from whom indemnification is sought within thirty (30) calendar days of obtaining information that would lead a reasonable person to conclude that indemnification may be available under this Agreement. The party seeking indemnification shall (a) allow the indemnifying party and/or its insurer to assume direction and control of the defense of any action, suit or proceeding if they so elect, including the right to select or approve defense counsel; (b) permit the indemnifying party and/or its insurer the right to settle such actions, suits or proceedings at their sole discretion; and (c) cooperate fully with the indemnifying party and/or its insurer in defending against and/or effecting reasonable settlements of such actions, suits or proceedings. Failure of a party seeking indemnification to comply with these protocol requirements shall render its rights null and void regarding the specific claim(s) as to which indemnification is sought, but only to the extent of actual prejudice to the indemnifying party.

14.4 Joint Defense. The parties shall cooperate fully in coordinating their defense of claims.

14.5 Survival. The parties agree that the provisions of this Article 14 shall survive termination of this Agreement.

ARTICLE 15: TERM, TERMINATION, AND NON-RENEWAL

15.1 Term. The term of this Agreement shall be for a period beginning on the Effective Date, and ending at midnight on the date five years after the Effective Date. A party must provide the other parties with a written request to re-negotiate provisions of the Agreement or with notice of non-renewal no less than twelve (12) months prior to the expiration of the term in progress in accordance with section 15.2 and subject to section 15.6 of this Agreement.
15.2 Termination or Non-Renewal; Procedure.

a. Non-renewal. This Agreement may be non-renewed by a party without cause pursuant to Section 15.1, but subject to the prior approvals required by Section 15.4.

b. Termination for Breach. A party may terminate this Agreement upon a material breach of the Agreement by another party and the failure of the other party to cure, or to take reasonable steps reasonably likely to cure, the breach within sixty (60) days of receiving written notice specifying the breach. The non-breaching party may thereafter seek all legal remedies, including without limitation equitable relief, for loss or damage from the alleged breach.

c. Termination for Severance of Material Provision. The Agreement may be terminated pursuant to section 20.5.

d. Termination for Corporate Events. A party may terminate this Agreement upon ninety (90) days’ advance written notice to the other party if the latter party (i) loses its status as a tax-exempt organization; (ii) makes a general assignment for the benefit of creditors; (iii) has filed against it a voluntary or involuntary petition in bankruptcy, upon the appointment of a receiver or commencement under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or proceedings for the composition, extension, arrangement of adjustment of debts; or (iv) incurs a change of control as set forth in section 15.3.

15.3 Termination for Change of Control. A party shall have the right to terminate this Agreement in the event that another party merges with a third party and is not the surviving party of such merger or otherwise undergoes a change of control (i.e., a material change in fundamental purposes; a new appointing authority for members of its board of trustees or directors; or a change in a majority of the persons on its board of trustees or directors other than in the ordinary course of business pursuant to the bylaws in effect as of the Effective Date of this Agreement). Each party agrees to provide written notice to the other party no later than six (6) months prior to the effective date of any such event if any of these specified events is planned or reasonably foreseeable, and the other party shall, within sixty (60) days of receipt of such notice, provide the other party notice in writing as to whether or not it elects to exercise its rights under this section 15.3.

15.4 Required Approvals. In the event that either party seeks to terminate this Agreement during a term or through non-renewal, it must (i) provide written notice to the other parties at least thirty (30) days before it seeks authorization for such termination from its board of trustees or directors; and (ii) promptly seek authorization from its board of trustees or directors. If authorization for such termination is granted by the board, the party that secures the authorization must notify the other party in writing within three (3) business days thereafter.

15.5 Termination; Effect on Practice Plan Recognition. It is understood and agreed that non-renewal or termination of this Agreement on any ground stated in this Article 15 shall, without further notice or action, terminate UVM’s recognition of Fletcher Allen and/or UVM Medical Group as an authorized COM faculty-physician clinical practice plan in addition to terminating all other rights and obligations of the parties under this Agreement except as otherwise stated herein.
15.6 \textbf{Wind-Up: Mutual Cooperation.} In the event of termination or non-renewal of this Agreement, the parties agree to cooperate in good faith in the wind-up of the activities that are the subject of this Agreement, including but not limited to the wind-up of student clinical education and residency programs in a manner that permits such students and residents to complete their education or training insofar as feasible. Wind-up shall be conducted in a manner minimally disruptive to the parties' programs and personnel and in compliance with accreditation requirements.

\textbf{ARTICLE 16: NOTICES}

Except as otherwise provided, all notices required pursuant to this Agreement shall be made as follows:

\textbf{To UVM:} \hfill \textbf{President}
\hfill University of Vermont
\hfill Office of the President
\hfill 85 South Prospect Street
\hfill 344-353 Waterman Building
\hfill Burlington, Vermont 05405

\hfill \textbf{Dean}
\hfill Office of the Dean
\hfill College of Medicine
\hfill 89 Beaumont Avenue
\hfill Burlington, Vermont 05405

\hfill \textbf{Dean}
\hfill College of Nursing and Health Sciences
\hfill 106 Carrigan Dr.
\hfill 105 Rowell Building
\hfill Burlington, VT 05405

\textbf{cc:} \hfill \textbf{General Counsel}
\hfill Office of the General Counsel
\hfill University of Vermont
\hfill Office of the General Counsel
\hfill 349 Waterman
\hfill Burlington, Vermont 05405

\textbf{To Fletcher Allen and FAP:}
ARTICLE 17: DISPUTE RESOLUTION

With respect to any disputes arising under or relating to this Agreement (a “Dispute”), the parties agree to use best efforts to resolve the Dispute first through normal institutional channels and the administrative officers responsible for resolution of the issues in controversy. If these efforts fail to resolve the Dispute within a reasonable period of time, the UVM President or the Fletcher Allen CEO may refer the Dispute to the Joint Strategic Planning Committee. If the Joint Strategic Planning Committee is unable to resolve the Dispute within a time period and pursuant to an action plan satisfactory to both the UVM President and the Fletcher Allen CEO, either party may by seek final and binding arbitration conducted under the jurisdiction and protocols of the American Health Lawyers Association by a qualified, impartial arbitrator selected by the parties, such arbitrator to have extensive experience in matters involving the affiliation agreements of academic health centers. If the parties are unable to agree to a single arbitrator, the parties shall each select one arbitrator and the arbitrators shall select a third arbitrator. If arbitration fails to resolve the Dispute to the mutual satisfaction of the parties, a party may elect to pursue all rights otherwise available under Law, subject to any applicable exhaustion requirements set forth in this Agreement, including without limitation those governing termination of this Agreement.

The parties agree that, notwithstanding any provision of this Agreement to the contrary, with respect to any Dispute between the parties subject to the dispute resolution provisions of this Article 18 that involve legal claims against either party which are potentially covered by insurance or an equivalent program of self-insurance, including any claims for defense or indemnification hereunder and including any claims arising out of dual or joint activities of the parties governed by the provisions of Section 7.2 hereof, the following mutual understandings of the parties shall apply: (a) the Joint Strategic Planning Committee does not have authority to settle such Disputes, but rather only to make recommendations; (b) each party shall have the right to accept or reject
recommendations of the Joint Strategic Planning Committee, in its own discretion (and in consultation as they consider appropriate with their insurers or insurance plan administrators); and (c) if the Dispute is not resolved after the two Committees have completed their process, the Dispute may proceed to binding arbitration, in accordance with the provisions of this Article 17, unless a different dispute resolution process is required by the terms of any other contract by which the parties are bound, including any contract of insurance.


ARTICLE 18: UVM’S RESERVED POWERS OVER ACADEMIC MATTERS

This Agreement is not intended to, nor does it, alter the existing sole UVM authority and responsibility over matters that traditionally are part of academic governance, such as curriculum content; standards for faculty appointment, advancement and tenure; the conduct, commercialization and licensing and dissemination of research; educational collaborations with other institutions; and similar matters. UVM also expressly reserves the right to alter or terminate academic programs for good cause in accordance with its governance protocols.

ARTICLE 19: CONFORMANCE OF OBLIGATIONS

19.1 Conformance of Agreements. Fletcher Allen warrants, represents and covenants that it is not, nor will it be, a party to any agreement that conflicts with, violates or constitutes a default relative to this Agreement. UVM warrants, represents and covenants that it is not, nor will it be, party to any agreement that conflicts with, violates or constitutes a default relative to this Agreement.
19.2 **Subsidiaries and/or Affiliates.** Both parties hereby represent and covenant that they each shall exercise all of their respective authority and rights, and take any action necessary, so that all of their current or future subsidiaries and controlled affiliates shall operate in a manner consistent with their respective obligations under this Agreement.

**ARTICLE 20: ADDITIONAL LEGAL PROVISIONS**

20.1 **Entire Agreement; Modification.** Except as otherwise expressly specified, this Agreement and its Exhibits, all such Exhibits being incorporated by reference into this Agreement, constitute the entire agreement between the parties regarding its subject matter and supersede and replace all prior affiliation agreements between the parties. This Agreement may not and shall not be modified or amended except upon written agreement of duly authorized representatives of the parties.

20.2 **Assignment.** UVM may not assign its rights or delegate its duties hereunder, in whole or in part without the prior written consent of FAP, Fletcher Allen, and/or UVM Medical Group, as applicable. FAP, Fletcher Allen, and/or UVM Medical Group (depending upon which such entity or entities is/are materially affected), as applicable, may not, individually or collectively, assign rights or delegate duties hereunder, in whole or in part, relative to UVM without the prior written consent of the UVM President.

20.3 **No Third Party Rights.** This Agreement is intended solely for the benefit of the parties, and nothing contained herein shall be deemed to confer upon any person or entity ("person") other than a party any rights, whether to insist upon or enforce the performance or observance of any of the obligations contained herein or otherwise. No other person, including without limitation any physician, faculty member or dual and/or other employee, or patient or student, shall under any circumstances be deemed to be a beneficiary of, or have rights to enforce individually or otherwise, any provision or assert any claim under this Agreement.

20.4 **Waiver.** No party’s delay or failure to exercise any right, power or privilege under this Agreement or under any other instrument given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any event of default hereunder or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party unless made in writing and signed by an authorized officer of the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

20.5 **Force Majeur/Severability.** If either (a) a court of competent jurisdiction holds that a particular provision or requirement of this Agreement violates any applicable Law or (b) a government agency with jurisdiction definitively advises a party or the parties that a feature or provision of this Agreement violates Laws over which such agency has jurisdiction, then each such provision, feature or requirement shall be fully severable and (i) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (ii) the remaining provisions hereof that reasonably can be given effect apart from that
which is invalidated shall remain in full force and effect and shall not be affected by the severable provision; and (iii) the parties shall in good faith negotiate and seek to substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable. If the effect of such severance and the inability to agree upon substitution would be to deprive a party materially of the benefits contemplated under this Agreement, then either party may terminate this Agreement by giving written notice of termination to the other party, such termination to be effective eighteen (18) months subsequent to the receipt of such notice or such period of time as is acceptable to such court or governmental agency and is necessary to provide for an orderly transition.

20.6 Governing Law. This Agreement has been entered into in the State of Vermont, and its interpretation and the remedies for its enforcement or breach are to be applied in accordance with the Laws of the State of Vermont, exclusive of choice of law procedures, and pursued judicially in the State of Vermont.

20.7 Survival. This termination of this Agreement shall not terminate obligations and rights of the parties that arose during the period in which this Agreement was in effect, and accordingly, the provisions hereof shall survive to the extent necessary to satisfy their specific terms or to enforce the parties' rights and obligations.

20.8 Construction. Each party hereto acknowledges that it was represented by legal counsel and participated actively in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against another.

20.9 Execution in Counterparts. To facilitate its execution, this Agreement may be executed in as many counterparts as may be required.

20.10 Successors Bound. This Agreement shall bind the parties hereto and their respective successors. The obligations of the parties hereunder shall survive any change in the name of a party, including any name change authorized by the License Agreement attached as Exhibit 1.

20.11 Definitions.

a. "Law" or "Laws" means all federal, state and local statutes, laws, ordinances, regulations, rules, resolutions, orders, determinations, writs, injunctions, judgments and decrees applicable to the relevant entity and other businesses and assets thereof.

b. "Days" means calendar days. If a deadline falls on a non-business day, the action shall be due on the next business day.

c. "Consult" means to ask the opinion or advice of a party or the duly authorized representative of a party, such opinion or advice to be considered in good faith but to be non-binding.
d. "Dispute" means any disagreement between the parties relating to or arising out the interpretation or administration of a provision of this Agreement, including without limitation the provisions and requirements of all Exhibits hereto.

e. "FAP Affiliate" means each of the hospitals or organization as to which FAP is the parent organization, which becomes is a "Licensee" under the License Agreement attached to this Agreement as Exhibit 1, and which agrees in writing to be bound by the terms of this Agreement applicable to FAP Affiliates and the License Agreement applicable to Licensees.

ACKNOWLEDGMENT OF ARBITRATION:

WE UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS AGREEMENT, EXCEPT AS HEREIN PROVIDED, WE UNDERSTAND THAT WE WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THIS ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL LAW OR CIVIL RIGHTS. INSTEAD, WE AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR OR ARBITRATORS AS HEREIN PROVIDED.

Initials of Parties:  

[AGREEMENT SIGNATURES ON FOLLOWING PAGE]
In witness whereof the parties have caused this Agreement to be executed and delivered effective the day, month and year above-stated.

AGREED:

UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE
By: E. Thomas Sullivan
    President

Acknowledged:
By: K. L. Taylor
    Dean, College of Medicine

Acknowledged:
By: L. A. Pelletier
    Dean, College of Nursing and Health Sciences

FLETCHER ALLEN PARTNERS
By: J. P. R. B. O. E.
    President and Chief Executive Officer

FLETCHER ALLEN HEALTH CARE, INC.
By: J. P. R. B. O. E.
    President and Chief Executive Officer

UNIVERSITY OF VERMONT MEDICAL GROUP, INC.
By: Claude Deslauriers
    President
EXHIBITS

1. LICENSE AGREEMENT
2. UVM MEDICAL GROUP PRACTICE PRINCIPLES
3. COMMON PAYMASTER
4. BENEFITS ADMINISTRATION
5. REQUIRED INSURANCE
6. COM CLINICAL AFFILIATION AGREEMENT TEMPLATE
7. CNHS CLINICAL AFFILIATION AGREEMENT TEMPLATE
8. FORM OF CONSENT AGREEMENT
LICENSE AGREEMENT

This License Agreement (this “License Agreement”) is made and entered into as of June 19, 2014 (the “Effective Date”) by and among the University of Vermont and State Agricultural College (“UVM”); Fletcher Allen Partners, Inc. (“FAP”); Fletcher Allen Health Care, Inc. (“Fletcher Allen”); and University of Vermont Medical Group, Inc. (“UVM Medical Group”). UVM, FAP, Fletcher Allen and UVM Medical Group are hereafter a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, UVM and Fletcher Allen entered into an Affiliation Agreement, dated August 1, 2010 (the “Affiliation Agreement”), pursuant to which, among other matters, Fletcher Allen serves as the principal teaching hospital of the College of Medicine of UVM (“COM”) and of the College of Nursing and Health Sciences of UVM (“CNHS”), and UVM Medical Group serves as the organization through which COM faculty-physicians will engage in the clinical practice of medicine, and Fletcher Allen and UVM Medical Group support COM and UVM as set forth therein; and

WHEREAS, a License Agreement is appended to the Affiliation Agreement as Exhibit 7A (the “Prior License Agreement”), permitting Fletcher Allen and UVM Medical Group to use certain trademarks of UVM and permitting UVM Medical Group to use the words “University of Vermont” in its name, subject to the terms and conditions set forth therein; and

WHEREAS, since execution of the Affiliation Agreement, Fletcher Allen has formed a multi-hospital integrated delivery system (the “System”) under FAP that includes Central Vermont Medical Center in Berlin, Vermont and Champlain Valley Physicians Hospital Medical Center and Elizabethtown Community Hospital in New York; and

WHEREAS, the System has the objective of becoming a national model for the delivery of high-quality, academic health care for a rural region by integrating primary care and community hospital services with specialty treatment and tertiary hospital services through collaboration with faculty-physicians of the COM in order to provide an integrated spectrum of care that is academically based, high-quality, accessible and cost-effective; and

WHEREAS, the Parties contemplate that the Affiliation Agreement will be revised to take into the account the System and the hospitals and organizations that are now affiliated with Fletcher Allen as a part of the System; and

WHEREAS, in order to denote the affiliation with UVM through Fletcher Allen and to promote the goals of the System, FAP and Fletcher Allen propose to implement a re-branding plan (the “Branding Plan”) under which FAP will change its name to “The University of Vermont Health Network,” Fletcher Allen will use the name “The University of Vermont Medical Center,” and affiliated hospitals and organizations in the System that meet certain criteria will use these names in branding, marketing, promotional and advertising materials to promote their shared objectives; and
WHEREAS, in furtherance of the goals of the Affiliation Agreement and the Branding Plan, UVM is willing to grant a license to FAP, Fletcher Allen, UVM Medical Group and each of the affiliated organizations of FAP listed in Exhibit A to use the Licensed Name (as hereafter defined) pursuant to the terms of this License Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed:

1. Definitions. Capitalized terms herein shall have the following meanings.

“Affiliation Agreement” means the Affiliation Agreement into which Fletcher Allen and UVM entered effective August 1, 2010, as amended from time to time.

“Approved Uses” means any Pre-Approved Uses and any other uses of the Licensed Name that are approved by UVM after the Effective Date pursuant to the process set forth in Section 5 of this License Agreement.

“Pre-Approved Uses” means: (a) the use of the words “The University of Vermont Health Network, Inc.” by FAP as its corporate name and in connection with the specific uses described on Exhibit B attached hereto (or in connection with non-commercial uses that are substantially similar in design, type and scope to the specific uses described on Exhibit B, each a “Comparable Uses”); (b) the use of the words “The University of Vermont Medical Center, Inc.” by Fletcher Allen as its corporate name and in connection with the specific uses described on Exhibit B and/or Comparable Uses; and (c) the use of the words “University of Vermont” by any other Licensee, with one or more additional words (which additional words must be approved in advance by UVM, such approval not to be unreasonably withheld) and a corporate form identifier such as “Inc.” or “LLC,” as the corporate name of the Licensee and in connection with the specific uses described on Exhibit B and/or Comparable Uses.

“Licensed Name” means the words “University of Vermont” used by Licensees for an Approved Use.

“Licensees” means FAP, Fletcher Allen, UVM Medical Group, each of the affiliated organizations of FAP listed in Exhibit A, and such other entities as may be approved by UVM as Licensees from time to time in accordance with the terms hereof.

“Term” means the period commencing on the Effective Date and continuing until the earlier to occur of: (a) termination according to the terms of this License Agreement; or (b) the termination or expiration of the Affiliation Agreement.

2. Grant of License.

(a) Subject to the terms of this License Agreement, UVM hereby grants to the Licensees a royalty-free, non-transferable non-assignable and non-sub-assignable license for the Term to use the Licensed Name solely for Approved Uses.
(b) Without limitation of the foregoing, the following uses are not Approved Uses and are expressly excluded from the license granted hereunder:

(i) Use of the Licensed Name in connection with for-profit ventures or activities of any kind, unless UVM’s legal counsel has concluded in advance, and in writing, that such use will not adversely affect UVM’s tax-exempt status;

(ii) Use of the Licensed Name in any manner inconsistent with the provisions and terms of the Affiliation Agreement, or likely to cause harm to or disparage the image or reputation of UVM;

(iii) Use of the Licensed Name in connection with any political activity or endorsement; or

(iv) Any use of the Licensed Name to indicate that degree-granting or similar activities are being conducted by a Licensee.

(c) For avoidance of doubt, UVM is not, pursuant to this License Agreement or otherwise, licensing to any Licensee or to any other entity any UVM trademark, service mark, trade name, insignia, logo or other indicia of origin, affiliation or sponsorship, other than the Licensed Name for the Approved Uses.

3. **Representations, Warranties, Covenants and Obligations.** UVM represents and warrants that: (i) to the best of its knowledge, it is the sole owner of and controls all right, title and interest in the Licensed Name; and (ii) it has not entered into other agreements in conflict herewith.

4. **Quality Control.** Licensees shall comply with all applicable legal requirements, and obtain all appropriate government approvals, pertaining to all Approved Uses and to rendering clinical or educational services under the Licensed Name.

5. **Requests for New Uses.** If any Licensee desires to use the Licensed Name for any use or purpose that is not a Pre-Approved Use, it shall make a request for the right to make such use to UVM in writing. The request shall be reasonably detailed as to the proposed use and the justification for expanding the Approved Uses to include the proposed use. UVM shall provide an initial response to any such request in writing within fifteen (15) days of its receipt of the request. If, in such response, UVM approves the new use, Exhibit B of this License Agreement shall be amended to reflect such additional Approved Use. If, in such response, UVM proposes to decline approval of such proposed use or purpose, representatives from UVM and the affected Licensee(s) shall, within fifteen (15) days of said UVM response, meet to discuss the matter. UVM’s final written determination to approve or decline the proposed use shall be issued within fifteen (15) days of such meeting. UVM shall approve a request for a proposed new use as long as it is consistent with the goals and objectives of the System, the Affiliation Agreement, the Branding Plan and this License Agreement, provided the proposed use would not place UVM’s right, title or interest in the Licensed Name at risk. Nor shall UVM unreasonably decline to approve a proposed use.

(a) If, during the term of this License Agreement, Fletcher Allen and/or FAP desire and plan to own, operate, manage or hold a controlling interest in (an "Affiliation") in an additional hospital, physician practice or related health care entity that directly employs physicians and that, as one of its principal functions, provides clinical care by physicians to patients (each, a "Physician Entity"), Fletcher Allen and/or FAP, as applicable, shall promptly notify UVM in writing in the event such Physician Entity desires to become a Licensee (i.e., to use the Licensed Name in connection with its operations). Such notice shall be accompanied by documentation reasonably adequate to allow UVM to evaluate the request in accordance with the criteria set forth in Section 6(b). The request will be evaluated pursuant to the process set forth in Section 6(e).

(b) UVM shall approve any request by Fletcher Allen and/or FAP for a Physician Entity to become a Licensee if the physicians employed by the Physician Entity: (i) generally meet or are capable of meeting the standards for medical staff privileges at Fletcher Allen in the opinion of the Senior Associate Dean for Clinical Affairs after consultation with the Chief Medical Officer of Fletcher Allen; and (ii) have the potential to achieve clinical integration with the UVM Medical Group and the employed physicians of the other Licensees.

(c) If, during the term of this License Agreement, Fletcher Allen and/or FAP desire and plan to enter into an Affiliation with any entity other than a Physician Entity, such as a skilled nursing facility or home health agency (each, a "Non-Physician Entity"), Fletcher Allen and/or FAP, as applicable, shall promptly notify UVM in writing in the event Non-Physician Entity desires to become a Licensee (i.e., to use the Licensed Name for Approved Uses in connection with its operations). Such notice shall be accompanied by documentation reasonably adequate to allow UVM to evaluate the request in accordance with the criteria set forth in Section 6(d). The request will be evaluated pursuant to the process set forth in Section 6(e).

(d) The following criteria shall be used in reviewing any request by Fletcher Allen and/or FAP for a Non-Physician Entity to become a Licensee: (a) whether the Non-Physician Entity is functionally compatible with the System, as to quality, competency and capacity or whether it reasonably has the potential for such compatibility in the future; (b) whether the Non-Physician Entity has the future capability to enhance further integration of health care services delivery by providing high quality patient care in furtherance of the goals of the System and the Affiliation Agreement; and (c) whether the Non-Physician Entity has (or will procure as precondition to use of the Licensed Name) customary and legally required permits, licenses and/or accreditations.

(e) UVM shall provide an initial response to any request from Fletcher Allen and/or FAP for a proposed new Licensee, made pursuant to Sections 6(a) or 6(c), in writing within fifteen (15) days of receipt of the request. If, in such response, UVM proposes to decline approval of the Physician Entity or Non-Physician Entity as a new Licensee, representatives from UVM and Fletcher Allen and/or FAP shall, within fifteen (15) days of the date of the UVM response, meet to discuss the matter and reach agreement on the matter. The representatives shall each have knowledge and experience in System-related health care matters. If the
representatives of the parties are unable to reach agreement after due deliberation and a dispute remains, the dispute shall be resolved in accordance with the procedures for dispute resolution set forth in the Affiliation Agreement. If the Physician Entity or Non-Physician Entity is ultimately approved as a new Licensee, such approval shall be effective upon the commencement of the Affiliation with Fletcher Allen and/or FAP, as applicable, and the Parties shall amend Exhibit A accordingly. UVM will not unreasonably decline to approve a proposed new Licensee.

7. Ownership of Licensed Name. Each Licensee acknowledges the ownership of the Licensed Name by UVM and that nothing in this License Agreement shall give any Licensee any right, title or interest in the Licensed name other than the right to use the Licensed Name in connection with Approved Uses and in accordance with the terms of this License Agreement. No Licensee shall, at any time, either during or subsequent to the term of this License Agreement:

(a) challenge UVM's right, title, or interest in the Licensed Name or the validity of any of the Licensed Name or any UVM registration thereof;

(b) do or cause to be done or omit to do anything, the doing, causing, or omitting of which would be inconsistent with, contest or in any way impair or tend to impair the right, title or interest of UVM in the Licensed Name or of its goodwill therein; or

(c) represent that it has any ownership in or rights with respect to the Licensed Name other than rights expressly conferred by this License Agreement.

8. Remedies other than Termination. The Licensees acknowledge and agree that in the event of a breach of a Licensee’s obligations under this License Agreement, actual or threatened, then in addition to all other remedies available to UVM, UVM shall be entitled to: (a) upon notice to the Licensee, suspend the license granted hereunder to that Licensee; and (b) seek specific performance and/or an injunction to enforce the provisions of this License Agreement, upon application to any court having jurisdiction. The Licensees further agree that they shall not claim or argue in any such proceeding that an adequate remedy exists at law. Such specified remedies to which UVM may resort under the terms of this License Agreement are cumulative and are not intended to be exclusive of any remedies to which UVM may be lawfully entitled in case of any breach or threatened breach of any provision of this License Agreement.

9. Termination. If any one of the following events shall occur with respect to a Licensee, UVM shall have, at its sole option and discretion, the right to terminate this License Agreement as to that Licensee without prejudice to any other remedies it may have:

(a) Insolvency or Bankruptcy. The Licensee becomes insolvent, is named in a petition for bankruptcy, ceases to function or conduct operations in the normal course of business, or makes an assignment for the benefit of creditors.

(b) Breach. In the case of a breach by a Licensee that is capable of cure, upon the expiration of thirty (30) days from Licensee’s receipt of notice from UVM of breach of this
License Agreement, provided, however, that if the breach is cured within the thirty (30) day period as determined at the reasonable discretion of UVM, the notice shall be withdrawn and shall be of no effect. In the case of a breach that is reasonably determined by UVM to be incapable of cure, the termination shall be effective upon the receipt of notice from UVM to Licensee of Licensee’s breach of this License Agreement.

(c) Termination or Expiration of Affiliation Agreement. Upon termination or expiration of the Affiliation Agreement, without execution of a new or amended Affiliation Agreement acknowledging and approving this License Agreement, this License Agreement shall automatically terminate with respect to all Licensees.

(d) Withdrawal from System. A Licensee withdraws from the System and ceases to be a direct or indirect subsidiary of FAP.

(e) Loss of License. A Licensee loses any material license, permit or other governmental approval that is necessary for the operation of its business, the loss of which impedes the Licensee’s ability to operate its business.

(f) Government Program Exclusion. A Licensee that provides health care services is excluded from participating in any federal or state health care program.

Termination of this License Agreement as to any single Licensee shall not affect the effectiveness and enforceability of the License Agreement as to any other Licensee.

10. Post-Termination Obligations of Licensees. Upon the termination of this License Agreement for any reason as to a Licensee, all rights of that Licensee to use the Licensed Name shall immediately cease. Such Licensee shall not thereafter operate or conduct business under any name or in any manner that could give the general public the impression that this License Agreement is still in force or that such Licensee has any right to use any of the Licensed Name. In addition, all material bearing the Licensed Name shall be destroyed, and Licensee shall certify in writing to UVM that all such items have been destroyed.

11. Severability. If either (a) a court of competent jurisdiction holds that a particular provision or requirement of this License Agreement violates any applicable law, or (b) a governmental agency with jurisdiction definitively advises a Party or the Parties that a feature or provision of this License Agreement violates laws over which such agency has jurisdiction, then such provision, feature or requirement shall be fully severable and (i) this License Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (ii) the remaining provisions hereof that reasonably can be given effect apart from that which is invalidated shall remain in full force and effect and shall not be affected by the severable provision; and (iii) the Parties shall in good faith negotiate and seek to substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable. If the effect of such severance and the inability to agree upon substitution would be to deprive a Party materially of the benefits contemplated under this License Agreement, then either Party may terminate this License Agreement by giving thirty (30) days’ written notice to
the other Party or such greater period of time as is acceptable to such court or governmental agency and is necessary to provide for an orderly transition.

12. **Governing Law.** This License Agreement will be governed by and construed under the laws of the State of Vermont.

13. **Assignments, Successors and No Third-Party Rights.** No Party may assign any of its rights or delegate any of its obligations under any provisions of this Licensee Agreement without the prior written consent of each other Party hereto or thereto. Nothing expressed or referred to in this License Agreement will be construed to give any party other than the Parties to this License Agreement and the Licensees any legal or equitable right, remedy or claim under or with respect to this License Agreement or any provision of this License Agreement.

14. **Nature of Relationship.** Nothing herein contained shall be construed to place the Parties in the relationship of partners or joint venturers. (For purposes of Section 11, the first sentence of Section 13, and the first sentence of this Section 14, UVM shall be deemed to be one Party and FAP, Fletcher Allen and UVM Medical Group collectively shall deemed to be the other Party.) Licensees shall have no power to obligate or bind UVM in any manner whatsoever nor shall UVM have any power to obligate or bind Licensees in any manner whatsoever.

15. **Notices.** All notices, consents, waivers and other communications required or permitted by this License Agreement shall be in writing and shall be deemed given to a Party when sent in the manner, and to the addresses, provided in Section 17 of the Affiliation Agreement.

16. **Execution of License Agreement.** This License Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of such agreement, as applicable, and all of which, when taken together with the other counterparts to this License Agreement, will be deemed to constitute one and the same agreement. The exchange of copies of this License Agreement and of signature pages thereto by facsimile or pdf transmission shall constitute effective execution and delivery of such agreement as to the parties and may be used in lieu of the original such agreement for all purposes. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

17. **Survival.** Upon termination of this License Agreement for any reason, the following provisions of this License Agreement shall survive: Sections 7, 10, 11, 12, 13, 15, 17 and 19.

18. **Licensee Acknowledgement.** Each Licensee, other than Licensees who are Parties to this License Agreement, shall execute a Consent Agreement in the form attached as Exhibit 8 to the Affiliation Agreement (the "Consent Agreement"), agreeing to all of the acknowledgments, agreements, understandings and obligations of the Licensees set forth herein, and agreeing to be fully bound by the terms and conditions of this License Agreement. Notwithstanding any other provision of this License Agreement, no license to use the Licensed Name for any purpose shall be deemed to have been granted hereunder to any Licensee that is
not a signatory to this Agreement until and unless such Licensee has executed the Consent Agreement and provided same to UVM.

19. **Entire Agreement and Modification.** This License Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including but not limited to the Prior License Agreement) and, except for the Affiliation Agreement, constitutes a complete and exclusive statement of the terms of the agreement among the parties with respect to its subject matter. This License Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by a duly authorized agent of each Party.
IN WITNESS WHEREOF, the Parties have caused this License Agreement to be duly executed as of the Effective Date.

UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

By: ______________________________

President

FLETCHER ALLEN HEALTH CARE, INC.

By: ______________________________

Chief Executive Officer

UNIVERSITY OF VERMONT MEDICAL GROUP, INC.

By: ______________________________

President

FLETCHER ALLEN PARTNERS, INC.

By: ______________________________

President
Exhibit A

LIST OF LICENSEES

Fletcher Allen Partners, Inc.
Fletcher Allen Health Care, Inc.
Fletcher Allen Foundation
Fletcher Allen Coordinated Transport, LLC
Fletcher Allen Health Ventures, Inc.
Fletcher Allen Executive Services, LLC
Fletcher Allen Skilled Nursing, LLC
Fletcher Allen Medical Group, PLLC
University of Vermont Medical Group, Inc.
Community Providers, Inc.
Champlain Valley Physicians Hospital Medical Center
Elizabethtown Community Hospital
Central Vermont Medical Center
Exhibit B
Pre-Approved Uses

Each of the uses indicated in this Exhibit B shall constitute Pre-Approved Uses:

A. Uses for Organizational Purposes

Each Licensee may use the Licensed Name for Pre-Approved Uses in the same manner and for the same organizational purposes that it uses its existing corporate or organizational name, including the following categories of use:

1. Advertising (e.g., TV ads, white pages, and other forms of advertising)
2. Branded Environments & Equipment (e.g., Brochure racks, signage, exterior building walls, linens)
3. Exhibits (e.g., Display cases)
4. Business Forms (e.g., Appointment cards and other business forms)
5. Business Papers (e.g., Account statements, business cards, letterhead)
6. Corporate Communications (e.g., Newsletters, media releases and all other forms of communication)
7. Educational Materials (e.g., Training materials)
8. Human Resources (e.g., Name badges, awards, benefits materials, recruiting materials)
9. Information Technology (e.g., Internet URL)
10. Legal (e.g., Articles of amendment, governance documents, contracts, and all other legal document requiring use of the name)
11. Marketing & Communications (e.g., Banners, brochures, signs)
12. Merchandise (e.g., Promotional items & giveaways, apparel)
13. Packaging (e.g., Binders, hang tags)
14. Security (e.g., Parking stickers, visitor passes)
15. Sponsorship (e.g., Charity events)
16. Vehicles (e.g., ambulances, security vehicles, and all other corporate vehicles)
17. Verbal Application of Name (e.g., On-hold messages, phone and voicemail greetings)
18. Web (e.g., Public web site, Intranet)
19. Work-Wear and Uniforms (e.g., Lab coats, volunteer vests).

B. Use in Corporate or Organizational Names

The following organizations may amend their organizational documents, as appropriate, to change their names as indicated (or may file trade name registrations to similar effect with
UVM’s written consent) and may use the amended name for the organizational purposes specified in paragraphs A and B of this Exhibit, consistent with the License Agreement:

1. **Fletcher Allen Partners**: the parent organization of multi-hospital integrated delivery system that includes Fletcher Allen Health Care may change its corporate name to “The University of Vermont Health Network.”

2. **Fletcher Allen Health Care**: a licensed Vermont hospital may change its corporate name to “The University of Vermont Medical Center.”

3. **Fletcher Allen Foundation**: a subsidiary of Fletcher Allen Health Care that is a philanthropic support organization may change its corporate name to “The University of Vermont Medical Center Foundation.”

4. **Fletcher Allen Coordinated Transport**: a subsidiary of Fletcher Allen Health Care that provides critical care ambulance service may change its name to “The University of Vermont Medical Center Coordinated Transport.”

5. **Fletcher Allen Health Ventures, Inc.**: a subsidiary of Fletcher Allen Health Care that serves as the parent organization of Vermont Managed Care, Inc., a managed care company, may change its name to University of Vermont Medical Center Health Ventures or UVMMC Health Ventures, Inc.

6. **Fletcher Allen Executive Services, LLC**: a subsidiary of Fletcher Allen Health Care that provides executive management services to non-profit health care providers may change its name to “University of Vermont Medical Center Executive Services, LLC.”

7. **Fletcher Allen Skilled Nursing, LLC**: a subsidiary of Fletcher Allen Health Care that holds an ownership interest in Starr Farm Nursing Home, a long-term care facility, may change its name to “University of Vermont Medical Center Skilled Nursing, LLC.”

8. **Fletcher Allen Auxiliary**: a supporting organization of Fletcher Allen Health Care may change its name to “The University of Vermont Medical Center Auxiliary.”

9. **Fletcher Allen Medical Group PLLC**: a New York professional limited liability company through which New York-licensed physicians employed by University of Vermont Medical Group practice in New York may change its name to “University of Vermont Medical Group – New York, PLLC.”

C. **Use in Brand or Name Presentation**

Licensees may present their names to express their affiliation with The University of Vermont Health Network in all visual media, including signs, letters, badges, websites and other visual media, as follows:

The University of Vermont Health Network  
[Name of Licensee]

Oral presentations of the Licensee names (e.g., when answering phone calls) may follow a similar format. (i.e., “University of Vermont Health Network – Name of Hospital”).
Exhibit 2

Faculty Practice Principles

Any UVM-affiliated practice structure must be consistent with at least the following principles:

1. A compensation methodology and productivity expectations that realistically accommodate the traditional level of academic (teaching and research) commitment by UVM faculty that are necessary to sustain a high-quality academic health center as reasonably determined by the Dean.

2. Competitive overall compensation levels, using other academic health centers as the benchmark.

3. A governance structure that enfranchises and provides representation to faculty at all ranks/levels.

4. A compensation and administrative structure that encourages interdisciplinary cooperation.

5. Appropriate governance participation by the Dean, including regular receipt of standard reports on faculty activity/performance.

6. An appropriate level of transparency as to finances and decisions.

7. An adequate compliance function.


9. An appropriate level of flexible academic support.
Exhibit 3

Common Paymaster

ADMINISTRATIVE COSTS SCHEDULE:

METHODOLOGY TO ALLOCATE COMMON PAYMASTER COSTS

The parties will use the following methodology to allocate common paymaster costs for each calendar year:

1. Determine the total amount of FICA taxes paid (the "Total FICA Tax") by either UVM and Fletcher Allen for any calendar year for joint employees for whom all or a portion of the FICA taxes are paid by UVM as a common paymaster ("Joint Employees").

2. Determine the Applicable FICA Ratio by dividing the Total FICA Tax (determined in paragraph 1 above) by the total salary expense of both UVM and Fletcher Allen for the applicable year for all Joint Employees.

3. Determine UVM’s FICA Share by multiplying the Applicable FICA Ratio by the total salary expense paid by UVM to Joint Employees, net of any salary contributions for common paymaster employees from Fletcher Allen.

4. Determine Fletcher Allen’s FICA Share by multiplying the Applicable FICA Ratio by the total salary expense paid by Fletcher Allen to Joint Employees, inclusive of any salary contributions for common paymaster employees to UVM.

5. Determine the FICA-component of the fringe dollars paid by Fletcher Allen to UVM on the salary contributions for common paymaster employees. Allocate the FICA-fringe as a credit to Fletcher Allen.

Within ninety (90) days after the conclusion of each calendar year, if a party has paid less than his applicable share of the Total FICA Tax taking into consideration the FICA-component of the fringe contributions from Fletcher Allen to UVM, as determined above, that party shall reimburse the other party an amount such that, taking into account such reimbursement, Fletcher Allen shall have paid an amount equal to the Fletcher Allen FICA Share for that year and UVM shall have paid an amount equal to the UVM FICA Share for that year.
Exhibit 4

Benefits Administration

Jointly employed physician-faculty shall be eligible, based on their status as UVM employees, for all other benefits offered by UVM to similarly situated UVM employees, and shall be eligible, based on their status as Fletcher Allen employees, for all other benefits offered by Fletcher Allen to other similarly situated Fletcher Allen employees, except that the Board of UVM Medical Group reserves the right, in the Board’s discretion, to decline to accept any benefit program that is offered by either UVM or Fletcher Allen, based on cost or other considerations.

The parties shall collaborate on the issuance to all physician-faculty eligible for benefits specifications regarding the nature and extent, and employer/employee cost, of such benefits. The parties hereby agree to coordinate benefits administration for all mutually affected employees and to maintain effective human resources offices to assist their respective and joint employees with benefits issues and questions.
Exhibit 5

Required Insurance

Fletcher Allen shall maintain in effect Professional Liability(Malpractice) insurance covering the liability arising out of the rendering or failure to render a professional service with coverage extending to all faculty employed by Fletcher Allen in the capacity of physicians, to all residents and fellows in the graduate education program, and to all other individuals employed by Fletcher Allen who perform functions in or related to the provision of patient care and treatment, or the performance of any clinical or related services, on behalf of Fletcher Allen, as well as the performance of activities relating to any clinical trial (as defined in Section 10.2(c) hereof) regardless of institutional sponsorship.

UVM shall maintain in effect Professional Liability insurance, as endorsed to its general liability insurance policy, covering liability arising out of the rendering or failure to render a professional service. Coverage will extend to UVM-employed faculty physicians, CNHS and other health sciences faculty, other licensed UVM professionals, researchers, medical and nursing staff, and UVM-enrolled COM, CNHS and other students enrolled in health sciences programs, engaged in non-patient-care clinical research, education and training activities.

Each party shall maintain in effect Commercial General Liability insurance covering liability arising out of bodily injury and property damage, including but not limited to coverage for personal injury, contractual liability, premises and operations, and liability for property in the care, custody and control of the insured; “All Risk”, replacement cost Property insurance covering real and business personal property as well as Business Interruption and Extra Expense coverage to assure continuity of operations in the case of an insured event; Commercial Automobile Liability insurance to cover liability arising out of the use of owned, non-owned and hired vehicles; Crime insurance with a Third Party Endorsement; Directors and Officers insurance with an employment practices liability endorsement covering each entity and its officers, directors, employees and agents, and; Workers Compensation (including an attached employers liability endorsement) in conformity with Vermont statute.
CLINICAL AFFILIATION AGREEMENT
between
THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE
COLLEGE OF MEDICINE
and
FLETCHER ALLEN HEALTH CARE, INC. AND ITS AFFILIATES

THIS AGREEMENT is made and entered into this ______ day of ______, 2014, by and
between Fletcher Allen Health Care, Inc. (hereinafter referred to as “FAHC”) and Fletcher Allen
Partners, Inc., for itself and its Affiliates (hereinafter referred to as “FAP”), referred to collectively
as “HOSPITAL”, and the University of Vermont and State Agricultural College (hereinafter
referred to as "UVM" or “UNIVERSITY”), on behalf of its College of Medicine.

WHEREAS, the UNIVERSITY and HOSPITAL agree that, for the mutual benefit of each,
formal affiliations should be entered into and carried out in accordance with the requirements of
the Liaison Committee on Medical Education (LCME) for the purpose of establishing certain
procedures and standards for the continuing operation and administration of clinical education
programs for the students of UNIVERSITY who will receive clinical training at HOSPITAL; and

WHEREAS, the overall relationship between the UNIVERSITY and HOSPITAL is
governed by a master Affiliation Agreement (“the UVM-FAHC/FAP Affiliation Agreement”) which
establishes the general parameters of the relationship between the parties, including the
specific duties and obligations of each party with respect to the other over a wide range of matters of
mutual interest to them, such as indemnification and insurance relating to joint activities; and

WHEREAS the parties agree that, in addition, they desire to enter into this Clinical
Affiliation Agreement to address more specifically the terms of their clinical affiliation with the
UNIVERSITY’s College of Medicine, as contemplated in Section 4 of the UVM-FAHC Affiliation
Agreement; and

WHEREAS the UNIVERSITY and the HOSPITAL desire that this Agreement govern the
provision of all clinical, technical or administrative experiences and opportunities to be provided by
the HOSPITAL to students of the UNIVERSITY’s College of Medicine; and

NOW THEREFORE, the UNIVERSITY and HOSPITAL agree as follows:

TERMS AND CONDITIONS

1. The UNIVERSITY shall:
   a. Designate a program coordinator who shall be responsible for coordination of the
      UNIVERSITY’s responsibilities under this Agreement, with ongoing oversight
      and responsibility by the Senior Associate Dean for Medical Education.
b. Retain the right to approve the HOSPITAL’s clinical and related facilities, as well as the resources made available to students, that will be utilized by students in the course of clinical education.

c. Assign students to HOSPITAL who have successfully completed the requisite courses in the education program to prepare them for the practical learning/clinical experiences during the clerkship year to be provided under this Agreement. In addition to clinical training during the clerkship year, students may elect to complete post-clerkship year clinical rotations at HOSPITAL. The number of such students and the specialties for such training shall be determined upon mutual agreement of the parties.

d. Retain overall responsibility for the academic affairs of the medical education program, including the education, assessment and academic standing of UVM medical students.

e. Provide and advise HOSPITAL on the UNIVERSITY’s requirements regarding courses, clinical experience, learning environment, explicit and appropriate professional attributes to be developed in its medical students, student performance in clinical education, as well as other applicable UNIVERSITY policies for each program contemplated to assist the parties in effecting this Agreement.

f. Review HOSPITAL physician’s credentials and maintain the process for faculty appointment as described in the UVM-FAHC/FAP Master Affiliation Agreement. UVM will appoint and assign faculty members with responsibility for medical student teaching in consultation with department chairs and clerkship directors. However, HOSPITAL at all times retains responsibility for patient care.

g. Provide and advise HOSPITAL of the UNIVERSITY’s requirements with respect to evaluation and documentation of student clinical performance.

h. Advise students participating in clinical education under this Agreement that, in addition to being bound by the policies of the UNIVERSITY, the students must adhere to all reasonable policies and procedures of the HOSPITAL.

i. Require students to have a health clearance prior to the commencement of their affiliation assignments. The health clearance will consist of a review of health records provided to the University Student Health Medical Clinic to verify the following immunizations and screenings: current PPD (Mantoux only) within one year; current Tetanus within ten years; Hepatitis B series and titer; proof of two MMRs or positive titers for Measles, Mumps and Rubella, and positive titer for Varicella. In the event that a student declines to receive the Hepatitis B vaccine, the University shall have secured from the student a written waiver.
j. Provide participating students with education regarding occupational exposure to blood-borne pathogens, including appropriate procedures for follow-up care should the need arise. The HOSPITAL shall also provide supplemental education specific to on-site procedures, as appropriate.

k. Train students with respect to patient confidentiality and require students to respect the confidential nature of all information related to patients' personal health information to which students may have access or become knowledgeable about during the course of the clinical education program. UNIVERSITY shall advise students that they are required to comply with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

l. Maintain professional liability insurance coverage that extends to students enrolled in clinical education experiences in the amounts of at least $2,000,000 per occurrence and $2,000,000 aggregate. The UNIVERSITY shall also maintain commercial general liability insurance or funded self-insurance in an amount not less than $1,000,000 per occurrence covering any and all claims arising out of bodily injury or property damage liability where the UNIVERSITY's negligence has caused injury or damage.

m. Require students to maintain adequate health care insurance during the course of their clinical education experience.

n. Consult with HOSPITAL promptly and participate in taking prompt corrective measures with respect to a student when, in the opinion of either UNIVERSITY or HOSPITAL, patient or public welfare may be, or has been adversely affected by a student's actions or a student has violated the rules, regulations, policies or procedures of HOSPITAL. UNIVERSITY recognizes that HOSPITAL retains the right to immediately suspend a student from the clinical experience if, in the discretion of HOSPITAL immediate suspension is necessary for the safety and welfare of patients, HOSPITAL personnel or the public.

o. Maintain all accreditation necessary for the operation of UNIVERSITY and provide proof of such accreditation upon request by HOSPITAL.

II. The HOSPITAL shall:

a. In consultation with the UNIVERSITY, designate a program coordinator for each program who shall be responsible for coordination of the HOSPITAL's responsibilities under this Agreement.

b. Accept an agreed upon number UNIVERSITY's medical students for each clinical rotation in the clerkship year, as defined above, and shall accept an agreed upon number of UNIVERSITY's medical students for elective clinical rotations after the clerkship year.
c. Coordinate the clinical education program for students so as to provide a planned, supervised program of clinical instruction consistent with the objectives of this Agreement and the College of Medicine medical education program, and further shall provide the facilities, appropriate resources, and qualified personnel necessary to carry out such objectives.

d. Administer the UNIVERSITY's academic curriculum exclusively to UNIVERSITY students. UNIVERSITY students may work collaboratively with students from other institutions when the activities are those of the HOSPITAL and its respective Departments, but not in fulfillment of the UNIVERSITY's curriculum requirements.

e. Cooperate with the UNIVERSITY in effectuating the faculty appointment process as described in the UVM-FAHC/FAP Master Affiliation Agreement.

f. Provide students with copies of HOSPITAL's policies and procedures applicable to the clinical education program in advance or during the course of the program. HOSPITAL shall advise UNIVERSITY's students that, in addition to the policies of UNIVERSITY, they are required to act in accordance with applicable professional and personnel policies, standards, procedures, and code of ethics of HOSPITAL and abide by decisions of those in authority at HOSPITAL while taking part in the clinical education program.

g. Provide students with appropriate orientation to the clinical site prior to commencement of any patient care activities, including training in HOSPITAL's health and safety protocols and confidentiality policies and procedures.

h. Have the right to receive from UNIVERSITY at reasonable times prior to the commencement of a clinical education experience current information about the curriculum and clinical education requirements of UNIVERSITY and necessary information regarding students who are scheduled to participate in the clinical education program.

i. Retain the right to immediately suspend a student from the clinical experience if, in the discretion of HOSPITAL immediate suspension is necessary for the safety and welfare of patients, HOSPITAL personnel or the public.

j. Provide UNIVERSITY with prompt notice of any violation of HOSPITAL's rules, regulations, policies or procedures by a student and cooperate with UNIVERSITY to provide appropriate notice to a student and opportunity to be heard before an adverse decision is made.

k. Communicate to UNIVERSITY reasonably in advance of each program, all medical tests and immunizations, other than those contemplated in Section 1(i) above, that will be required of students participating in the clinical education
program as well as the nature and scope of any required criminal background check.

I. Provide evaluation, treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury, as well as any other necessary emergency medical services to students, either on site or as reasonably available. In the case of suspected or confirmed exposure to HIV or hepatitis, such follow-up care shall be consistent with the current OSHA or CDC guidelines and the community’s standard of care. Costs for any such medical service shall be covered by the student’s health insurance or shall be the responsibility of the student, subject to College of Medicine policy. HOSPITAL shall inform UNIVERSITY of a student’s need for medical services under this provision to ensure appropriate campus follow-up. Nothing in this provision is intended to waive the rights of any student for claims arising out of injuries sustained by a student at the HOSPITAL and due in whole or in part to the negligence of HOSPITAL, its officers, agents, or employees.

m. Retain full responsibility for the care of patients while students are involved or participate in the care of patients. Furthermore, the HOSPITAL represents that the involvement of students in the care of its patients is legally permissible and consistent with: a) all applicable federal and state laws, including state facility licensure laws; b) applicable facility and program accreditation standards; c) the HOSPITAL’s applicable governance documents and policies and procedures; and d) its relevant contracts with third parties, including liability insurers.

n. Provide evaluations of students’ clinical performance pursuant to procedures agreed upon by the parties.

o. Ensure that all records relating to a student’s performance while participating in a clinical education experience under this Agreement shall be made available only in conformance with the Family Education Rights and Privacy Act of 1974 (“FERPA”), 20 U.S.C. 1232g, as it may be amended from time to time, and other governing laws.

p. Maintain professional liability (malpractice) insurance or funded self-insurance in an amount not less than $2,000,000 each claim and annual aggregate, for claims arising out of the rendering or failure to render professional service. The HOSPITAL shall also maintain commercial general liability insurance or funded self-insurance in an amount not less than $1,000,000 per occurrence, covering any and all claims arising out of bodily or property damage liability. Proof of such insurance shall be provided to UNIVERSITY upon request.

q. Maintain all required accreditation and licensure necessary for compliance with all laws and standards governing the operation of HOSPITAL, the provision of medical care and clinical medical education.
III. Additional Provisions

a. The parties agree to cooperate fully to provide a high-quality clinical education experience that fulfills the program objectives and achieves program goals in accordance with LCME standards and the terms of this Agreement. Specifically, the parties recognize that:
   i. They share responsibility for creating an appropriate learning environment, which includes both formal learning activities and the attitudes, values, and informal lessons conveyed by individuals who interact with the medical student; and

Further, the parties commit to:
   ii. Regularly evaluate the learning environment to identify positive and negative influences on the maintenance of professional standards and conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

b. It is mutually agreed that at no time shall the matter of race, religion, color, national origin, sex, age, disability, veteran status, sexual orientation, or any other impermissible criterion be considered for the purpose of unlawful discrimination.

c. The parties agree to keep each other informed of any changes in program administration, including personnel responsible for carrying out requirements of this Agreement.

d. The parties mutually agree that each is an independent contractor and that neither shall be compensated by the other as a result of this Agreement or any provision contained herein. The parties further mutually agree that no student or employee of UNIVERSITY shall be considered an employee of the HOSPITAL for the purposes of this Agreement, nor shall any student of the UNIVERSITY be considered an employee of the UNIVERSITY. The UNIVERSITY and the HOSPITAL agree to maintain statutorily mandated workers' compensation for their respective employees.

e. The parties agree that the provisions of Article 14 of the UVM-FAHC Affiliation Agreement relating to defense and indemnification, and the provisions of Article 17 relating to dispute resolution, shall apply to all claims, lawsuits, and other disputes arising out of their respective action and inactions relating to the performance of this Agreement.

f. The term of this Agreement shall run concurrently with the master Affiliation Agreement executed between the parties, and shall be subject to the renewal and/or termination provisions contained therein. In the event of termination or non-renewal of this Agreement, the parties agree to use best effort to cooperate in the wind-up activities which are the subject of this Agreement without undue prejudice to students so enrolled.
g. The parties agree to maintain records relevant to the performance of the terms and conditions of this Agreement for a period of 10 (ten) years, unless a timely request is made for a longer period of retention by either party.

h. The failure to enforce any term of this Agreement does not constitute a waiver of a party's right to enforce such term or otherwise compromise the right of the non-breaching party to seek legal or equitable remedy for such breach, nor shall it constitute a waiver of the right to issue a notice of termination for any subsequent breaches.

i. This Agreement may be modified or amended only in writing, executed on behalf of HOSPITAL by a duly authorized representative, and on behalf of UNIVERSITY by the Dean of the College of Medicine.

j. Notices: Except as otherwise provided herein, any notice required by this Agreement shall be provided as follows:

To the UNIVERSITY: University of Vermont
Dean, College of Medicine
Given Building
Burlington, Vermont 05405

To the HOSPITAL: General Counsel
Fletcher Allen Health Care
Colchester Avenue
Burlington, Vermont 05401
IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the date of the last signature hereto:

UNIVERSITY OF VERMONT COLLEGE OF MEDICINE

By: _____________________________
    Dr. Frederick C. Morin, III
    Dean, College of Medicine

By: _____________________________
    David V. Rosowsky
    Senior Vice President and Provost

DATE: ___________________________

FLETCHER ALLEN HEALTH CARE, INC.

By: _____________________________
    Claude Deschamps, M.D.
    Sr. VP, Medical Group Affairs

DATE: ___________________________

FLETCHER ALLEN PARTNERS

By: _____________________________
    John R. Brumsted M.D.
    President and Chief Executive Officer

DATE: ___________________________
CLINICAL AFFILIATION AGREEMENT
between
THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE
COLLEGE OF NURSING AND HEALTH SCIENCES
and
FLETCHER ALLEN HEALTH CARE, INC. AND ITS AFFILIATES

THIS AGREEMENT is made and entered into this _____ day of ______________, 2014, by and
between Fletcher Allen Health Care, Inc. (hereinafter referred to as “FAHC”) and Fletcher Allen
Partners, Inc., for itself and its Affiliates (hereinafter referred to as “FAP”), referred to collectively
as “HOSPITAL”, and the University of Vermont and State Agricultural College (hereinafter
referred to as “UVM” or “UNIVERSITY”), on behalf of its College of Nursing and Health
Sciences.

WHEREAS, the UNIVERSITY and HOSPITAL agree that, for the mutual benefit of each,
formal affiliations should be entered into and carried out in accordance with the requirements of
the University’s accrediting agencies for the purpose of establishing certain procedures and
standards for the continuing operation and administration of clinical education programs for the
students of UNIVERSITY who will receive clinical training at HOSPITAL; and

WHEREAS, the overall relationship between the UNIVERSITY and HOSPITAL is
governed by a master Affiliation Agreement (“the UVM-FAHC/FAP Affiliation Agreement”) which
establishes the general parameters of the relationship between the parties, including the
specific duties and obligations of each party with respect to the other over a wide range of matters of
mutual interest to them, such as indemnification and insurance relating to joint activities; and

WHEREAS the parties agree that, in addition, they desire to enter into this Clinical
Affiliation Agreement to address more specifically the terms of their clinical affiliation with the
UNIVERSITY’s College of Medicine, as contemplated in Section 4 of the UVM-FAHC Affiliation
Agreement; and

WHEREAS the UNIVERSITY and the HOSPITAL desire that this Agreement govern the
provision of all clinical, technical or administrative experiences and opportunities to be provided by
the HOSPITAL to students of the UNIVERSITY’s College of Nursing and Health Sciences; and

NOW THEREFORE, the UNIVERSITY and HOSPITAL agree as follows:

TERMS AND CONDITIONS

1. The UNIVERSITY shall:

   a. Designate a program coordinator who shall be responsible for coordination of the
      UNIVERSITY’s responsibilities under this Agreement.
b. Retain the right to approve the HOSPITAL’s clinical and related facilities, as well as the resources made available to students, that will be utilized by students in the course of clinical education.

c. Assign students to HOSPITAL in such number as mutually agreed upon between the parties, who have successfully completed the requisite courses in the education program to prepare them for the practical learning/clinical experiences to be provided under this Agreement.

d. Retain overall responsibility for the academic affairs of the education program, including the education, assessment and academic standing of UVM students.

e. Provide and advise HOSPITAL on the UNIVERSITY’s requirements regarding courses, clinical experience, learning environment, explicit and appropriate professional attributes to be developed in its students, student performance in clinical education, as well as other applicable UNIVERSITY policies for each program contemplated to assist the parties in effecting this Agreement.

f. Provide and advise HOSPITAL of the UNIVERSITY’s requirements with respect to evaluation and documentation of student clinical performance.

g. Advise students participating in clinical education under this Agreement that, in addition to being bound by the policies of the UNIVERSITY, the students must adhere to all reasonable policies and procedures of the HOSPITAL.

h. Require students to have a health clearance prior to the commencement of their affiliation assignments. The health clearance will consist of a review of health records provided to the University Student Health Medical Clinic to verify the following immunizations and screenings: current PPD (Mantoux only) within one year; current Tetanus within ten years; Hepatitis B series and titer; proof of two MMRs or positive titers for Measles, Mumps and Rubella, and positive titer for Varicella. In the event that a student declines to receive the Hepatitis B vaccine, the University shall have secured from the student a written waiver.

i. Provide participating students with education regarding occupational exposure to blood-borne pathogens, including appropriate procedures for follow-up care should the need arise. The HOSPITAL shall also provide supplemental education specific to on-site procedures, as appropriate.

j. Train students with respect to patient confidentiality and require students to respect the confidential nature of all information related to patients’ personal health information to which students may have access or become knowledgeable about during the course of the clinical education program. UNIVERSITY shall advise students that they are required to comply with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
k. Maintain professional liability insurance coverage that extends to students enrolled in clinical education experiences in the amounts of at least $2,000,000 per occurrence and $2,000,000 aggregate. The UNIVERSITY shall also maintain commercial general liability insurance or funded self-insurance in an amount not less than $1,000,000 per occurrence covering any and all claims arising out of bodily injury or property damage liability where the UNIVERSITY’s negligence has caused injury or damage.

l. Require students to maintain adequate health care insurance during the course of their clinical education experience.

m. Consult with HOSPITAL promptly and participate in taking prompt corrective measures with respect to a student when, in the opinion of either UNIVERSITY or HOSPITAL, patient or public welfare may be, or has been adversely affected by a student’s actions or a student has violated the rules, regulations, policies or procedures of HOSPITAL. UNIVERSITY recognizes that HOSPITAL retains the right to immediately suspend a student from the clinical experience if, in the discretion of HOSPITAL immediate suspension is necessary for the safety and welfare of patients, HOSPITAL personnel or the public.

n. Maintain all accreditation necessary for the operation of UNIVERSITY and provide proof of such accreditation upon request by HOSPITAL.

II. The HOSPITAL shall:

a. In consultation with the UNIVERSITY, designate a program coordinator for each program who shall be responsible for coordination of the HOSPITAL’s responsibilities under this Agreement.

b. Accept an agreed upon number UNIVERSITY’s students for clinical rotation.

c. Coordinate the clinical education program for students so as to provide a planned, supervised program of clinical instruction consistent with the objectives of this Agreement and the College of Nursing and Health Sciences’ programs and departments, and further shall provide the facilities, appropriate resources, and qualified personnel necessary to carry out such objectives.

d. Provide students with copies of HOSPITAL’s policies and procedures applicable to the clinical education program in advance or during the course of the program. HOSPITAL shall advise UNIVERSITY’s students that, in addition to the policies of UNIVERSITY, they are required to act in accordance with applicable professional and personnel policies, standards, procedures, and code of ethics of HOSPITAL and abide by decisions of those in authority at HOSPITAL while taking part in the clinical education program.
e. Provide students with appropriate orientation to the clinical site prior to commencement of any patient care activities, including training in HOSPITAL’s health and safety protocols and confidentiality policies and procedures.

f. Have the right to receive from UNIVERSITY at reasonable times prior to the commencement of a clinical education experience current information about the curriculum and clinical education requirements of UNIVERSITY and necessary information regarding students who are scheduled to participate in the clinical education program.

g. Retain the right to immediately suspend a student from the clinical experience if, in the discretion of HOSPITAL immediate suspension is necessary for the safety and welfare of patients, HOSPITAL personnel or the public.

h. Provide UNIVERSITY with prompt notice of any violation of HOSPITAL’s rules, regulations, policies or procedures by a student and cooperate with UNIVERSITY to provide appropriate notice to a student and opportunity to be heard before an adverse decision is made.

i. Communicate to UNIVERSITY reasonably in advance of each program, all medical tests and immunizations, other than those contemplated in Section 1(h) above, that will be required of students participating in the clinical education program as well as the nature and scope of any required criminal background check.

j. Provide evaluation, treatment and follow-up when a student is exposed to an infectious or environmental hazard or other occupational injury, as well as any other necessary emergency medical services to students, either on site or as reasonably available. In the case of suspected or confirmed exposure to HIV or hepatitis, such follow-up care shall be consistent with the current OSHA or CDC guidelines and the community’s standard of care. Costs for any such medical service shall be covered by the student’s health insurance or shall be the responsibility of the student, subject to College of Nursing and Health Sciences policy. HOSPITAL shall inform UNIVERSITY of a student’s need for medical services under this provision to ensure appropriate campus follow-up. Nothing in this provision is intended to waive the rights of any student for claims arising out of injuries sustained by a student at the HOSPITAL and due in whole or in part to the negligence of HOSPITAL, its officers, agents, or employees.

k. Retain full responsibility for the care of patients while students are involved or participate in the care of patients. Furthermore, the HOSPITAL represents that the involvement of students in the care of its patients is legally permissible and consistent with: a) all applicable federal and state laws, including state facility licensure laws; b) applicable facility and program accreditation standards; c) the HOSPITAL’S applicable governance documents and policies and procedures; and d) its relevant contracts with third parties, including liability insurers.
1. Provide evaluations of students’ clinical performance pursuant to procedures agreed upon by the parties.

m. Ensure that all records relating to a student's performance while participating in a clinical education experience under this Agreement shall be made available only in conformance with the Family Education Rights and Privacy Act of 1974 (“FERPA”), 20 U.S.C. 1232g, as it may be amended from time to time, and other governing laws.

n. Maintain professional liability (malpractice) insurance or funded self-insurance in an amount not less than $2,000,000 each claim and annual aggregate, for claims arising out of the rendering or failure to render professional service. The HOSPITAL shall also maintain commercial general liability insurance or funded self-insurance in an amount not less than $1,000,000 per occurrence, covering any and all claims arising out of bodily or property damage liability. Proof of such insurance shall be provided to UNIVERSITY upon request.

o. Maintain all required accreditation and licensure necessary for compliance with all laws and standards governing the operation of HOSPITAL, the provision of medical care and clinical medical education.

III. Additional Provisions

a. The parties agree to cooperate fully to provide a high-quality clinical education experience that fulfills the program objectives and achieves program goals in accordance with the terms of this Agreement. Specifically, the parties recognize that:

i. They share responsibility for creating an appropriate learning environment, which includes both formal learning activities and the attitudes, values, and informal lessons conveyed by individuals who interact with the medical student; and

Further, the parties commit to:

ii. Regularly evaluate the learning environment to identify positive and negative influences on the maintenance of professional standards and conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

b. It is mutually agreed that at no time shall the matter of race, religion, color, national origin, sex, age, disability, veteran status, sexual orientation, or any other impermissible criterion be considered for the purpose of unlawful discrimination.

c. The parties agree to keep each other informed of any changes in program administration, including personnel responsible for carrying out requirements of this Agreement.
d. The parties mutually agree that each is an independent contractor and that neither shall be compensated by the other as a result of this Agreement or any provision contained herein. The parties further mutually agree that no student or employee of UNIVERSITY shall be considered an employee of the HOSPITAL for the purposes of this Agreement, nor shall any student of the UNIVERSITY be considered an employee of the UNIVERSITY. The UNIVERSITY and the HOSPITAL agree to maintain statutorily mandated workers' compensation for their respective employees.

e. The parties agree that the provisions of Article 14 of the UVM-FAHC Affiliation Agreement relating to defense and indemnification, and the provisions of Article 17 relating to dispute resolution, shall apply to all claims, lawsuits, and other disputes arising out of their respective action and inactions relating to the performance of this Agreement.

f. The term of this Agreement shall run concurrently (__________) with the master Affiliation Agreement executed between the parties, and shall be subject to the renewal and/or termination provisions contained therein. In the event of termination or non-renewal of this Agreement, the parties agree to use best effort to cooperate in the wind-up activities which are the subject of this Agreement without undue prejudice to students so enrolled.

g. The parties agree to maintain records relevant to the performance of the terms and conditions of this Agreement for a period of 10 (ten) years, unless a timely request is made for a longer period of retention by either party.

h. The failure to enforce any term of this Agreement does not constitute a waiver of a party's right to enforce such term or otherwise compromise the right of the non-breaching party to seek legal or equitable remedy for such breach, nor shall it constitute a waiver of the right to issue a notice of termination for any subsequent breaches.

i. This Agreement may be modified or amended only in writing, executed on behalf of HOSPITAL by a duly authorized representative, and on behalf of UNIVERSITY by the Dean of the College of Medicine.

j. Notices: Except as otherwise provided herein, any notice required by this Agreement shall be provided as follows:

To the UNIVERSITY: University of Vermont
Dean, College of Nursing and Health Sciences
105 Rowell Building
Burlington, Vermont 05405

To the HOSPITAL: General Counsel
Fletcher Allen Health Care
Page 6 of 7
IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the date of the last signature hereto:

UNIVERSITY OF VERMONT
COLLEGE OF NURSING AND HEALTH SCIENCES

By: ____________________________ Date: __________
   Patricia A. Prelock
   Dean, College of Nursing and Health Sciences

By: ____________________________ Date: __________
   David V. Rosowsky
   Senior Vice President and Provost

FLETCHER ALLEN HEALTH CARE, INC.

By: ____________________________ Date: __________
   Claude Deschamps, M.D.
   Sr. VP, Medical Group Affairs

FLETCHER ALLEN PARTNERS

By: ____________________________ Date: __________
   John R. Brumsted, M.D.
   President and CEO
CONSENT AGREEMENT

This Consent Agreement is made as of the ___ day of __________, by the undersigned (the “Affiliate”), a corporate affiliate or subsidiary of Fletcher Allen Partners (“FAP”).

Background

A. The Affiliate is a hospital or organization as to which FAP is the parent organization and is a FAP Affiliate as that term is defined in the Affiliation Agreement, dated as of ___, 2014 (the “Affiliation Agreement”) by and among FAP, Fletcher Allen Health Care, University of Vermont Medical Group, Inc. and The University of Vermont and State Agricultural College (“UVM”).

B. The Affiliation Agreement confers certain rights, privileges and benefits on the Affiliate as a FAP Affiliate, including the rights granted in the License Agreement that is attached as Exhibit __ to the Affiliation Agreement (the “License Agreement”). The rights, privileges and benefits granted to FAP Affiliates by the Affiliation Agreement and the License Agreement are subject to execution of this Consent Agreement, by which Affiliate agrees to be bound by all of the provisions of the Affiliation Agreement (including the License Agreement) directly applicable to FAP Affiliates.

C. The Affiliate desires to confirm its consent to be bound by certain provisions of the Affiliation Agreement (including the License Agreement) that are directly applicable to Affiliate.

NOW, THEREFORE, it is agreed as follows:

1. Consent. In consideration of the right, privileges and benefits granted to FAP Affiliates under the Affiliation Agreement and the License Agreement, the Affiliate hereby irrevocably consents and agrees to be bound by all provisions of the Affiliation Agreement that are directly applicable to Affiliate as a FAP Affiliate and all provisions of the License Agreement that are directly applicable to Affiliate as a Licensee.

2. Warranties. Affiliate hereby warrants and represents that:
   a. Affiliate is a nonprofit corporation duly organized, existing, and in good standing under the laws of the State of its incorporation and has the corporate power to carry on its business as now being conducted and as proposed to be conducted.
   b. Affiliate has and shall have the corporate power and authority to enter into this Agreement and to take all actions as contemplated under the terms of this Agreement without violation of any existing contract or bond covenant. The person executing this Agreement on behalf of Affiliate has been duly authorized by all necessary corporate action.
   c. Upon execution, this Agreement shall constitute a binding obligation of Affiliate enforceable in accordance with its terms.

Dated as of the date first written above.

__________________________
[Print Name Of Affiliate]

__________________________
Signature of Duly Authorized Representative

__________________________
[Print Name and Title of signer]