

Execution Copy

AFFILIATION AGREEMENT

THE UNIVERSITY OF VERMONT MEDICAL CENTER, INC.,

UNIVERSITY OF VERMONT MEDICAL GROUP, INC.

THE UNIVERSITY OF VERMONT HEALTH NETWORK, INC.

AND

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

DATED AS OF JUNE 19, 2014

As amended October 1, 2016

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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 19 day of June, 2014 (the "Effective Date"), and amended effective October 1, 2016, by the University of Vermont and State Agricultural College, a non-profit corporation and instrumentality of the State of Vermont ("UVM"); The University of Vermont Medical Center, Inc., a non-profit corporation of the State of Vermont that operates healthcare facilities and provides related healthcare services ("UVMHC"); University of Vermont Medical Group, Inc., a non-profit corporation of the State of Vermont and a subsidiary corporation of UVMHC ("UVM Medical Group"); and The University of Vermont Health Network, Inc., a non-profit corporation of the State of Vermont ("UVMHN") that serves as the parent organization of UVMHC and its other affiliated hospitals and related organizations ("UVMHN Affiliates") for the purpose of managing a regional integrated health care system. UVM, UVM Medical Group, and UVMHN 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 UVMHC, 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

e. maintaining a framework for the parties to cooperate, jointly plan, and use their resources in mutually reinforcing ways to advance the preceding goals.

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 took effect June 19, 2014, and is hereby amended effective October 1, 2016.

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

b. The COM Dean shall ex officio be appointed to, and serve as a voting member of, the governing board of UVMHN ("UVMHN Board"). The UVMHN 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 UVMMC Chief Executive Officer ("UVMMC CEO") or, as applicable, by the CNHS Dean and UVMMC CEO or UVMMC Chief Nursing Officer/Senior Vice President of Patient Care Services UVMMC. 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, UVMMC and UVM will convene at least once annually a Joint Strategic Planning Committee ("the Joint Committee"). The principal function of the Joint Committee is to exchange information and perspectives on strategic matters of common interest. The Joint Committee will be composed of two trustees from the UVMMC and UVM Boards respectively, one trustee from the UVMMG Board; the UVM President; the UVMMC President/CEO; and the COM and CNHS Deans.

c. 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. UVMMC Resources. UVMMC shall make its facilities, equipment and programs ("UVMMC 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 UVMMC 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 UVMMC Resources by UVM faculty, as well as UVM students, shall be subject to all applicable rules, regulations and policies of UVMMC, 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 negotiate and executed by duly authorized officials of the parties, using customary channels.

b. Additional UVMHC and/or UVMHN Affiliate Facilities. If, during the term of this Agreement, UVMHC and/or UVMHN comes to own and/or operate, manage or hold a controlling interest in 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, UVMHN 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 UVMHC 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 UVMHC; and (c) managed in accordance with Law and generally applicable standards. The use of UVM Resources by authorized UVMHC personnel shall be subject to all applicable rules, regulations and policies of UVM, which shall not conflict with this Agreement, and UVMHC 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 UVMHC and UVMHN 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 UVMHC 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, UVMHC 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 UVMHC/UVMHN 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 event that a new Health Care Service would be created at UVMHC that requires administrative overhead, the mutual consent of the COM Dean and the UVMHC CEO will be required.

ARTICLE 4: EDUCATIONAL PROGRAMS

4.1 Student Clinical Education Programs.

a. Duties of UVMHN and UVMCM

(i) COM Students. UVMHN and UVMCM 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 UVMCM as the primary site for such programs. COM shall have a right of first refusal as to all available undergraduate student placement slots at UVMCM and UVMHN Affiliates.

Both parties agree that such programs shall comply with applicable Law and accreditation requirements. COM and UVMHN and UVMCM 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 UVMHN Affiliates.

The COM Dean or the Dean's designee(s) shall have a right to inspect and approve the clinical sites that UVMHN and UVMCM make available prior to the assignment of COM students to such sites and, upon reasonable notice to UVMHN and UVMCM or the pertinent UVMHN 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. UVMHN and UVMCM agree to provide a right of first refusal as to clinical placement opportunities at UVMHN Affiliates for undergraduate and graduate students enrolled in CNHS programs unless the UVMHN Affiliate has existing conflicting obligations, in which case the right of first refusal will begin when the current arrangement at the UVMHN 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 CNHS students at UVMHN Affiliates.

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

(iii) UVMHN 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 UVMHN 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, UVMHN. 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 UVMHN 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 UVMHN Facilities shall be required to adhere to the Facility's rules, regulations, policies and procedures.

4.2 Graduate Medical Education Program.

a. UVMMC 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, UVMMC 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 UVMMC 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 UVMMC 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. UVMMC 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 UVMMC CEO and the COM Dean. It shall be chaired by a Designated Institutional Officer ("DIO") jointly appointed by the UVMMC 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 UVMMC 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 UVMHN Facilities. For all residents participating in the care of patients at UVMHN Facilities, COM agrees to provide supervision by one or more members of its faculty. UVMMC shall be responsible for the funding of residents primarily involved in patient care (consistent with UVMMC'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 UVMMC, UVMMC 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 UVMMC'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 UVMMC 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. UVMMC and UVM Medical Group respectively and collectively shall ensure that UVMMC 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.

UVMMC and UVM Medical Group further agree that, as a material inducement to UVM to enter into this Agreement, neither UVMMC 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 UVMMC Medical Staff Privileges. UVMMC 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 UVMMC 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 UVMHN'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 UVMMC 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 COM Dean. However, as an exception to this principle, UVMMC 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 UVMMC-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 UVMMC physicians shall not hold themselves out, or be promoted by UVMHN or UVMMC, 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 UVMHN Affiliates and will use their best efforts to pursue this process in good faith to conclusion. In the meantime, UVMHN Affiliates may meet their physician needs through physicians who are not employed by UVM Medical Group. However, community-based physicians associated with UVMHN 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, UVMMC 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 UVMHN 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 UVMMC to serve as director of the corresponding clinical unit (Health Care Service Leader ("HCS Leader"). If UVMMC 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 UVMMC 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% UVMMC, 40% COM.

b. Recruitment Fund. UVMMC 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 UVMMC'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 ("Medical Group President") shall report and be accountable to the UVMMC CEO in the performance of duties 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 Medical Group 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 UVMMC 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 UVMMC Clinical Service Administrators /UVM Academic Administrators. Persons who hold administrative appointments in COM or CNHS may be eligible for UVMMC administrative appointments in view of their qualifications and the needs of UVMMC 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) UVMMC shall provide UVM with the opportunity to designate at least three (3) representatives to any search process for recruitment of a UVMMC CEO; (b) UVM shall provide UVMMC 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, UVMMC, 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 Medical Group President. Any initial contract of employment with the Medical Group President/COM Senior Associate Dean shall be approved and executed by the UVMMC CEO, UVM Medical Group Board Chair and the COM Dean. UVM will pay one-third of the base salary and UVMMC and UVM Medical Group will pay the balance of the salary of the Senior Associate Dean for Clinical Affairs / 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/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 UVMMC CEO and the COM Dean respectively, each also 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 UVMMC 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 UVMMC residents, provided that these obligations shall not prevent UVMMC 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 UVMHN and UVMHC Services Professionals: CNHS Appointments. UVMHN and UVMHC 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 UVMHC-based teaching and/or supervision of students enrolled in CNHS may be eligible for a clinical appointment at UVMHC in the appropriate department(s) or service areas, both under the criteria and protocols established by UVMHC, as well as the admitting privileges (if any) applicable to the field of clinical practice.

6.3 Integration of Faculty Clinical Practice Group. UVMHN, UVMHC 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 CNHS faculty and will explore in good faith integrating the Practice Group into UVMHC 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 UVMHC 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 UVMHC 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 UVMHC, 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 UVMMC 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 UVMMC and UVM Medical Group benefit, UVMMC and UVM Medical Group agree to make the payments specified below.

a. UVMMC Commitment Funds. UVMMC 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 UVMMC 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 "UVMMC Commitment." The minimum UVMMC 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 UVMMC 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 UVMMC 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 UVMMC (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 UVMMC from its own funds; (C) the portion of such expenses to be paid by UVM from funds furnished by UVMMC; 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 UVMMC. UVMMC'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 UVMMC and, once so documented, shall constitute the UVMMC Commitment for the year at issue. The proceeds of the UVMMC Commitment shall be used by UVM exclusively to pay the expenses that are so documented and for no other purpose.

The amount of the UVMMC Commitment paid to UVM shall be subject to variation each year based upon the needs of UVMMC for physicians and related staffing; the availability of funding sources apart from UVMMC 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.

b. Academic Support Payments.

(i) Base Payment: Supplemental Base Payment.

(A) In addition to the UVMMC Commitment, UVMMC shall make an academic support payment (the "Base Payment"), calculated as follows: for UVMMC fiscal year ending September 30, 2014, the Base Payment shall be the amount calculated under the Affiliation Agreement dated August 1, 2010; for UVMMC fiscal year 2015, the Base Payment shall be increased to \$7,500,000; and for subsequent UVMMC 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. UVMMC also shall make a Supplemental Payment of Two Million Dollars (\$2,000,000) for the UVMMC 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. UVMMC 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 UVMMC to make the Supplemental Payment to UVM in any given fiscal year. The President of UVM and CEO of UVMMC 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 UVMHN Affiliate by an amount proportional to the new UVMHN Affiliate's net patient service revenues ("NPSR") for its most recently completed fiscal year, relative to the consolidated NPSR of UVMHN and all UVMHN Affiliates (other than the new Affiliate) for FY 2014. [For example, if a new UVMHN Affiliate is added in FY 2015 with NPSR of \$100,000,000 in its most recent fiscal year, and UVMHN 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 UVMMC FY2015, UVMMC 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 UVMHN 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, payments that UVMMC guarantees 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 to the UVM President and the UVMMC 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 UVMMC 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 UVMHN, UVMMC, UVM Medical Group and UVMHN 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 Trademark License Agreement dated as of August 1, 2010, between UVM, UVMMC (then Fletcher Allen Health Care) and UVM Medical Group shall remain in full force and effect.

ARTICLE 10: RESEARCH

10.1 Research and Research-Related Institutional Policies. UVM and UVMMC 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 "UVMMC 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 UVMMC patients or the billing of UVMMC patients or payers 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 UVMMC Research in subparagraph (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, 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 UVMMC.

b. Use of UVMMC 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 UVMMC facilities, will be reviewed and approved by the appropriate UVM Institutional Review Board. UVM shall notify UVMMC prior to the initiation of any UVM Research and provide proper financial and other reports to UVMMC to allow UVMMC 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. UVMMC reserves the right to review and approve UVM Research using any equipment, facilities, supplies or personnel of UVMMC, and such UVM Research must not unreasonably interfere with the normal operations of UVMMC. UVM will use its best efforts to ensure that its activities related to research conducted in UVMMC 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 UVMMC facilities, UVMMC 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 UVMMC. Commercially sponsored research involving the evaluation of the safety or efficacy in humans of drugs or medical devices ("clinical trials") conducted by employees of UVMMC, including persons who are joint employees of UVM and UVMMC ("Dual Employees"), shall be deemed to be conducted by, and shall be administered by and through, UVMMC. Such research shall be known and referred to herein as "UVMMC Research." Excluded from the definition of UVMMC 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 UVMMC Research, and all grants and contracts for UVMMC Research, shall be submitted and received by, and administered by and through, UVMMC. When engaged in UVMMC 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 UVMMC, 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 UVMMC 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. UVMMC agrees to include a fee for UVM IRB review in the budget of each UVMMC 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. UVMMC 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 UVMMC 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 UVMMC, upon request, all records of its proceedings related to any UVMMC Research. UVMMC hereby expressly acknowledges that UVM is subject to the public access laws of the State of Vermont. UVM shall provide prompt notice to UVMMC of public requests to attend IRB meetings and/or requests for records relating to IRB proceedings involving UVMMC Research.

10.4 Clinical Trials Office. UVM, through COM, will manage its Office of Clinical Trials Research ("OCTR"), which oversees aspects of UVMMC Research as well as UVM Research. UVMMC 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 UVMMC 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 UVMMC's own compliance responsibilities with respect to UVMMC 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 assuring 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 UVMMC patients until UVMMC'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 UVMMC action on an approval request will be made, expeditiously so as not to interfere with UVMMC 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

UVMMC, COM and The University of Vermont Foundation agree to maintain the arrangement existing as of June 19, 2014, 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, UVMMC 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)(1). In addition, UVMHN 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. UVM 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 agent's 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 "Anti-kickback 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 UVMHN, UVMMC and UVM Medical Group Obligations.

a. UVMHN and UVMMC. UVMHN and its 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 UVMHN and/or the UVMHN 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.

UVMHN 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 UVMHN 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 UVMHN Affiliate shall provide a certificate of insurance evidencing the coverage required by this paragraph.

b. UVMMC. UVMMC, 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 UVMMC and UVMMC'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 UVMMC, 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 UVMMC or its Trustees, officers, employees or agents; or (ii) any breach of this Agreement by UVMMC, its Trustees, officers, employees and/or agents, but only to the extent caused by UVMMC and/or and UVMMC's Trustees, officers, employees and agents. It is further agreed that UVMMC shall defend and indemnify UVM Indemnities with respect to third-party claims of professional malpractice arising out of the acts or omissions of UVMMC 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 UVMMC for injury or loss resulting to it, or its Trustees, officers, employees and agents from such harm.

c. UVM Medical Group. 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. UVMMC and UVM Medical Group.

UVM, for itself and its Trustees, officers, employees and agents agrees to defend, indemnify and hold UVMMC, UVM Medical Group, and each of their respective Indemnitees (collectively "UVMMC 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 UVMMC Indemnitees 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 UVMMC'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. UVMHN Affiliates.

UVM agrees to indemnify, defend and hold the UVMHN 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 June 19, 2014, through midnight on June 30, 2019. 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 another 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 UVMMC and 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 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.

ARTICLE 16: NOTICES

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

To UVM:

President
University of Vermont Office of the President
85 South Prospect Street
Waterman 344
Burlington, Vermont 05405

Dean
University of Vermont
Office of the Dean College of Medicine
89 Beaumont Avenue
Burlington, Vermont 05405

Dean
University of Vermont
College of Nursing and Health Sciences
106 Carrigan Dr.
105 Rowell Building
Burlington, VT 05405

cc: University of Vermont
Office of the General Counsel
Waterman 357
Burlington, Vermont 05405

To UVMMC and UVMHN:

Chief Executive Officer
The University of Vermont Medical Center and
The University of Vermont Health Network
111 Colchester Avenue
Burlington, Vermont 05401

General Counsel
The University of Vermont Medical Center and
The University of Vermont Health Network
111 Colchester Avenue
Burlington, Vermont 05401

To UVM Medical Group:

President
University of Vermont Medical Group
111 Colchester Avenue
Burlington, Vermont 05401

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 UVMMC CEO may refer the Dispute for review and recommendations to a Joint Committee comprised of two trustees each from the UVM and UVMMC Boards, one trustee from the UVM Medical Group, and the Deans of COM and CNHS. The Joint Committee shall submit its recommendations to the UVMMC CEO and the UVM President. If the parties remain unable to settle the Dispute through these means, either UVMMC or UVM may 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 DECISION OF THE ARBITRATOR(S) SHALL BE FINAL AND BINDING UPON THE PARTIES HERETO, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION IN THE UNITED STATES. THE AWARD SHALL INCLUDE WRITTEN FINDINGS OF FACT, A SUMMARY OF THE EVIDENCE AND REASONS UNDERLYING THE DECISION AND CONCLUSIONS OF LAW. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ALL LAWFUL, LEGAL AND EQUITABLE RELIEF,

INCLUDING SPECIFIC PERFORMANCE AND/OR INJUNCTIVE RELIEF, ALL IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. HOWEVER, THE ARBITRATOR SHALL NOT HAVE THE RIGHT TO AWARD PUNITIVE DAMAGES. AS PART OF THE AWARD, THE ARBITRATOR MAY AWARD REASONABLE AND NECESSARY COSTS ACTUALLY INCURRED BY THE PREVAILING PARTY ON A CLAIM OR COUNTERCLAIM, AS DETERMINED BY THE ARBITRATOR IN HIS OR HER AWARD, INCLUDING THAT PARTY'S SHARE OF THE ARBITRATOR'S FEES, COSTS AND EXPENSES, AS WELL AS ANY ADMINISTRATION FEES. THE ARBITRATOR MAY ALSO INCLUDE REASONABLE ATTORNEYS' FEES IN AN AWARD OF COSTS IF THE ARBITRATOR FINDS THAT THE PARTY AGAINST WHOM THE FEES ARE ASSESSED ACTED FRIVOLOUSLY OR IN BAD FAITH IN ITS DEMAND FOR, OR PARTICIPATION IN, THE ARBITRATION.

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. Each party 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. Each party hereby represents and covenants that it shall exercise all of its 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 UVMHN, UVMMC, and/or UVM Medical Group, as applicable. UVMHN, UVMMC, 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 Majeure/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. "UVMHN" means each of the hospitals or organizations as to which UVMHN is the parent organization, which becomes 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 UVMHN 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:

UVM
[Signature] VMMC
[Signature] UVMMG
[Signature] UVMHN

{V0019330.1}

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

E. Thomas Sullivan
President

Acknowledged:

Frederick C. Morin, III

Frederick C. Morin, III
Dean, College of Medicine

Patricia A. Prelock
Dean, College of Nursing and Health Sciences

UNIVERSITY OF VERMONT MEDICAL GROUP, INC.

By: Claude Deschamps

Claude Deschamps, MD
President & CEO

THE UNIVERSITY OF VERMONT MEDICAL CENTER INC.

By: John R. Brumsted

John R. Brumsted, MD
Chief Executive Officer

THE UNIVERSITY OF VERMONT HEALTH NETWORK INC.

By: John R. Brumsted

John R. Brumsted, MD
President & CEO

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

EXHIBIT 1

LICENSE AGREEMENT

This License Agreement (this "License Agreement") is made and entered into as of June 19, 2014 (the "Effective Date"), as amended October 1, 2016, by and among the University of Vermont and State Agricultural College ("UVM"), The University of Vermont Medical Center, Inc. ("UVMCMC"), the University of Vermont Medical Group, Inc. ("UVM Medical Group"), and The University of Vermont Health Network, Inc. ("UVMHN"). UVM, UVMCMC, UVMHN and UVM Medical Group are hereafter a "Party" and collectively the "Parties."

RECITALS

WHEREAS, UVM and UVMCMC have entered into a Master Affiliation Agreement, dated June 19, 2014 (the "Affiliation Agreement"), as amended, pursuant to which, among other matters, UVMCMC serves as the principal teaching hospital of the UVM College of Medicine ("COM") and of the UVM College of Nursing and Health Sciences ("CNHS"), and UVM Medical Group serves as the organization through which COM faculty-physicians engage in the clinical practice of medicine; and

WHEREAS, UVMCMC and UVM Medical Group support COM and UVM as set forth in the Affiliation Agreement; and

WHEREAS, in furtherance of the goals of the Affiliation Agreement, UVM wishes to grant a license to UVMHN, UVMCMC, UVM Medical Group and each of the affiliated organizations of UVMHN 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, it is agreed:

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

"Affiliation Agreement" means the Master Affiliation Agreement into which the parties, or their predecessors, entered effective June 19, 2014, as amended effective October 1, 2016.

"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 UVMHN 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 UVMCMC as its corporate name and in connection with the specific uses described on Exhibit B and/or Comparable Uses; (c) the use of the words University of Vermont Medical Group, or UVM Medical Group, by UVM Medical Group; and (d) 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" and "UVM" used by Licensees for an Approved Use.

"Licensees" means UVMHN, UVMMC, UVM Medical Group, each of the affiliated organizations of UVMHN 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 and would not otherwise conflict with the standards for approval of use of the Licensed Name as set forth in this Agreement;

(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;

(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 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.

6. New UVMNH or UVMMC Affiliates.

(a) If, during the term of this License Agreement, UVMMC or UVMHN plans, or comes, 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"), UVMMC and/or UVMHN, 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 UVMMC and/or UVMHN 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 UVMMC in the opinion of the Senior Associate Dean for Clinical Affairs after consultation with the Chief Medical Officer of UVMMC; 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, UVMMC and/or UVMHN 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"), UVMMC and/or UVMHN, 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 UVMMC and/or UVMHN 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 UVMHC and/or UVMHN 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 UVMHC and/or UVMHN 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 UVMHC and/or UVMHN, 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 UVMHN.

(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 License 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 UVMHN, UVMHC and UVM Medical Group collectively shall be 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 an acknowledgement in the form attached as Exhibit C (the "Acknowledgement"), 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 Acknowledgement 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

THE UNIVERSITY OF VERMONT MEDICAL CENTER INC.

By: _____
Chief Executive Officer

UNIVERSITY OF VERMONT MEDICAL GROUP, INC.

By: *Claude Deschamps*
President & CEO

THE UNIVERSITY OF VERMONT HEALTH NETWORK, INC.

By: _____
President & Chief Executive Officer

Exhibit A

LIST OF LICENSEES

<i>Prior Name of Licensee</i>	<i>Licensee's New Name or Trade Name</i>
Fletcher Allen Partners, Inc.	The University of Vermont Health Network Inc.
Fletcher Allen Health Care, Inc.	The University of Vermont Medical Center Inc.
Fletcher Allen Health Care Foundation, Inc.	The University of Vermont Medical Center Foundation Inc.
Fletcher Allen Coordinated Transport, LLC	The University of Vermont Health Network Specialty Care Transport, LLC
Fletcher Allen Health Ventures, Inc.	The University of Vermont Medical Center Health Ventures Inc.
Fletcher Allen Executive Services, LLC	The University of Vermont Medical Center Executive Services LLC
Fletcher Allen Skilled Nursing, LLC	The University of Vermont Medical Center Skilled Nursing LLC
Fletcher Allen Medical Group, PLLC	The University of Vermont Medical Group – New York, PLLC
University of Vermont Medical Group, Inc. Community Providers, Inc.	University of Vermont Medical Group, Inc. The University of Vermont Health Network – Adirondack Region (d/b/a)
Champlain Valley Physicians Hospital Medical Center	The University of Vermont Health Network – CVPH (d/b/a)
Elizabethtown Community Hospital	The University of Vermont Health Network – ECH (d/b/a)
Central Vermont Medical Center, Inc.	The University of Vermont Health Network – CVMC (d/b/a)
The University of Vermont Medical Center Health Services, LLC	The University of Vermont Medical Center Health Services, LLC
Alice Hyde Medical Center	The University of Vermont Health Network – AHMC (d/b/a)
Vermont Managed Care, Inc.	The University of Vermont Health Network Credentialing & Enrollment, Inc.
Fletcher Allen Health Care Auxiliary, Inc.	The University of Vermont Medical Center Auxiliary Inc.

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 Health Care 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 Health Network Specialty Care Transport, LLC" and may use the following trade name: "The University of Vermont Health Network Critical Care 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 The University of Vermont Medical Center Health Ventures Inc.
6. **Fletcher Allen Executive Services, LLC:** a subsidiary of Fletcher Allen Health Care that provide executive management services to non-profit health care providers may change its name to "The 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 "The University of Vermont Medical Center Skilled Nursing LLC."
8. **Fletcher Allen Health Care Auxiliary:** a supporting organization of Fletcher Allen Health Care may change its name to "The University of Vermont Medical Center Auxiliary Inc."
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 "The University of Vermont Medical Group – New York, PLLC."
10. **The University of Vermont Medical Center Health Services, LLC:** a subsidiary of The University of Vermont Medical Center that shall be organized to operate express care clinics, may be created using this name and the following trade name: "The University of Vermont Medical Center ExpressCare."
11. **Alice Hyde Medical Center:** a licensed New York hospital may use the following trade name: "The University of Vermont Health Network – AHMC."
12. **Champlain Valley Physicians Hospital Medical Center:** a licensed New York hospital may use the following trade name: "The University of Vermont Health Network – CVPH"
13. **Elizabethtown Community Hospital:** a licensed New York hospital may use the following trade name: "The University of Vermont Health Network – ECH."
14. **Central Vermont Medical Center, Inc.:** a licensed Vermont hospital may use the following trade name: "The University of Vermont Health Network – CVMC"
15. **Community Providers, Inc.:** The parent corporation of the NY hospitals that are affiliated UVM Health Network may use the following trade name: "The University of Vermont Health Network – Adirondack Region"
16. **Vermont Managed Care, Inc.:** a subsidiary of The University of Vermont Medical Center Health Ventures that provides payer credentialing services for providers and physicians may change its corporate name to "The University of Vermont Health Network Credentialing & Enrollment, Inc."

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 C

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 is 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.
8. Means of encouraging economic viability, efficiency and stability.
9. An appropriate level of flexible academic support.

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 UVMMC 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 UVMMC 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 UVMMC.
4. Determine UVMMC's FICA Share by multiplying the Applicable FICA Ratio by the total salary expense paid by UVMMC 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 UVMMC to UVM on the salary contributions for common paymaster employees. Allocate the FICA-fringe as a credit to UVMMC.

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 UVMMC to UVM, as determined above, that party shall reimburse the other party an amount such that, taking into account such reimbursement, UVMMC shall have paid an amount equal to the UVMMC FICA Share for that year and UVM shall have paid an amount equal to the UVM FICA Share for that year.

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 UVMMC employees, for all other benefits]offered by UVMMC to other similarly situated UVMMC employees, except that the of UVM Medical Group Board reserves the right, in the Board's discretion, to decline to accept any benefit program that is offered by either UVM or UVMMC, 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.

REQUIRED INSURANCE

UVMMC 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 UVMMC in the capacity of physicians, to all residents and fellows in the graduate education program, and to all other individuals employed by UVMMC 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 UVMMC, as well as the performance of activities relating to any clinical trial (as defined in Section 10.2(c) of the Affiliation Agreement 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.

TEMPLATE FOR COM STUDENT PLACEMENTS

CLINICAL AFFILIATION AGREEMENT

between

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

And

THE UNIVERSITY OF VERMONT MEDICAL CENTER, INC. AND ITS AFFILIATES

THIS AGREEMENT is made and entered into this day of _____, [2016], by and between The University of Vermont Medical Center, Inc. (UVMCMC), University of Vermont Medical Group, Inc. (UVMMG); The University of Vermont Health Network, Inc. for itself and its Affiliates ("UVMHN"), 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 Master 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 Master 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;

NOW THEREFORE, the UNIVERSITY and HOSPITAL agree as follows:

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 educational 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 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 MMR.s 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 UNNERISTY 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 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 UNNERISTY'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 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 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.

l. 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: 1

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 Master 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 efforts 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 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. 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
89 Beaumont Avenue
Given Building
Burlington, Vermont 05405

University of Vermont
Office of the General Counsel
Waterman 357
Burlington, Vermont 05405

To the HOSPITAL:

General Counsel
The University of Vermont Medical Center
111 Colchester Avenue
Burlington, Vermont 05401

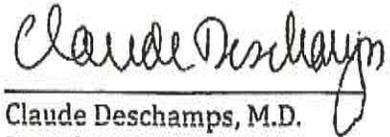
IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the date of the last signature hereto:

UNIVERSITY OF VERMONT COLLEGE OF MEDICINE

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

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

UNIVERSITY OF VERMONT MEDICAL GROUP, INC.

By:  _____ Date:
Claude Deschamps, M.D.
President & CEO

THE UNIVERSITY OF VERMONT MEDICAL CENTER, INC.

By: _____ Date:
John R. Brumsted, M.D.
Chief Executive Officer

THE UNIVERSITY OF VERMONT HEALTH NETWORK, INC.

By: _____ Date:
John R. Brumsted M.D.
President and CEO

TEMPLATE FOR COLLEGE OF NURSING AND HEALTH SCIENCES STUDENT PLACEMENTS

CLINICAL AFFILIATION AGREEMENT

between

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

and

THE UNIVERSITY OF VERMONT MEDICAL CENTER INC. AND ITS AFFILIATES

I

THIS AGREEMENT is made and entered into this day of _____, [2016], by and between The University of Vermont Medical Center, Inc. (UVMMC), University of Vermont Medical Group, Inc. (UVMMG); The University of Vermont Health Network, Inc. for itself and its Affiliates ("UVMHN"), 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 ("Master 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 Nursing and Health Sciences, as contemplated in Section 4.1.a. (ii) of the Master 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;

NOW THEREFORE, the UNIVERSITY and HOSPITAL agree as follows:

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 MMR.s 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 UNNERISTY 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. UNNERISTY recognizes that HOSPITAL retains the right to immediately suspend a student from the clinical experience 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 UNNERISTY'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.

l. 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 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

b. Further, the parties commit to regularly evaluating 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.

c. The parties mutually agree that at no time shall the matter of race, religion, color, national origin, sex, age, disability, veteran status, sexual orientation, or any other legally impermissible criterion be considered for the purpose of unlawful discrimination.

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

e. 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.

f. The parties agree that the provisions of Article 14 of the Master 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.

g. The term of this Agreement shall run concurrently with the master Affiliation Agreement executed by 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.

h. 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.

i. 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.

j. 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 Nursing and Health Sciences.

k. 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
106 Carrigan Drive
Burlington, VT 05405-0068

University of Vermont
Office of the General Counsel
85 South Prospect Street
Waterman 357
Burlington, Vermont 05405

To the HOSPITAL:

General Counsel
The University of Vermont Medical Center
111 Colchester Avenue
Burlington, Vermont 05401

[Remainder of Page Blank; Signature Page Follows.]

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

By: _____
Patricia Prelock
Dean, College of Nursing
and Health Sciences

Date:

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

Date:

THE UNIVERSITY OF VERMONT MEDICAL CENTER, INC.

By: _____
John R. Brumsted, M.D.
Chief Executive Officer

Date:

THE UNIVERSITY OF VERMONT HEALTH NETWORK, INC.

By: _____
John R. Brumsted M.D.
President and CEO

Date:

FORM OF CONSENT AGREEMENT

CONSENT AGREEMENT

This Consent Agreement is made as of the ___ day of _____, by the undersigned (the "Affiliate"), a corporate affiliate or subsidiary of The University of Vermont Health Network, Inc. ("UVMHN").

A. The Affiliate is a hospital or organization as to which UVMHN is the parent organization and is an Affiliate as that term is defined in the Master Affiliation Agreement between UVMHN, UVMHC, UVMMG and UVM (Master Affiliation Agreement).

B. The Master Affiliation Agreement confers certain rights, privileges and benefits on the Affiliate as a UVMHN Affiliate, including the rights granted in the License Agreement that is attached as Exhibit 1 to the Master Affiliation Agreement (License Agreement). The rights, privileges and benefits granted to UVMHN Affiliates by the Master 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 Master Affiliation Agreement (including the License Agreement) directly applicable to UVMHN Affiliates.

C. The Affiliate desires to confirm its consent to be bound by 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 UVMHN Affiliates under the Master Affiliation Agreement and the License Agreement, the Affiliate hereby consents and agrees to be bound by all provisions of the Master Affiliation Agreement that are directly applicable to Affiliate as a UVMHN 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.

This Agreement shall be effective as of the last date of the signatures below.

[AFFILIATE NAME]

[SIGN]

Date:

[TITLE]

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