

ACADEMIC AFFILIATION AGREEMENT
FOR THE
UT COLLEGE OF MEDICINE AND LIFE SCIENCES
BY AND BETWEEN
PROMEDICA HEALTH SYSTEM, INC.
AND
THE UNIVERSITY OF TOLEDO

Dated as of _____, 2015

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**ACADEMIC AFFILIATION AGREEMENT
FOR THE UT COLLEGE OF MEDICINE AND LIFE SCIENCES**

THIS **ACADEMIC AFFILIATION AGREEMENT FOR THE UT COLLEGE OF MEDICINE AND LIFE SCIENCES** (this “**Agreement**”) is made and entered into as of the [_____] day of [____], 2015 (the “**Effective Date**”) by and between ProMedica Health System, Inc., an Ohio nonprofit, tax-exempt corporation (“**ProMedica**”), and The University of Toledo, an educational and research university created under the laws of the State of Ohio and an instrumentality of the State of Ohio (“**UT**”). ProMedica and UT are sometimes together referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, ProMedica is a mission-based, nonprofit healthcare organization serving northwest Ohio and southeast Michigan that owns and operates a number of licensed acute care hospitals, including without limitation, ProMedica Toledo Hospital (“**Toledo Hospital**”) and ProMedica Toledo Children’s Hospital (“**Toledo Children’s Hospital**”);

WHEREAS, UT is a student-centered, public metropolitan research university located in Toledo, Ohio that operates the UT College of Medicine and Life Sciences (“**COM&LS**”) and the UT College of Nursing, the UT College of Pharmacy, the UT College of Health Sciences, and the UT College of Natural Sciences (each a “**UT College**”), The University of Toledo Medical Center (“**UTMC**”), University of Toledo Physicians (“**UTP**”), as well as other related ancillary businesses and operations;

WHEREAS, the Parties share a common vision of aligning ProMedica and the COM&LS in order to (i) collaborate and support the training of physicians and other healthcare professionals in northwest Ohio, (ii) achieve physician synergies, (iii) train the next generation of healthcare providers, (iv) extend academic and research capabilities to the communities where the Parties provide services, and (v) support the UT COM&LS, UT’s academic, training, and research missions, and UT’s faculty, all in accordance with the Guiding Principles (hereinafter defined) (the “**Academic Affiliation**”);

WHEREAS, the Parties believe that the Academic Affiliation will benefit UT by providing access to additional, high-quality faculty and clinical material to teach residents and medical students; creating the necessary patient-care opportunities and experiences to meet UT’s accreditation requirements under the Accreditation Council for Graduate Medical Education (“**ACGME**”) and the Liaison Committee on Medical Education (“**LCME**”); creating a better academic environment to facilitate faculty, student, and resident recruitment; improving UT’s infrastructure; and creating access to additional funds to invest in the academic mission;

WHEREAS, the Parties believe that the Academic Affiliation will benefit ProMedica by improving opportunities for recruiting and retaining future physicians; enhancing its clinical reputation; creating economies of scale for infrastructure and patient care; and driving innovation and development;

WHEREAS, the Parties believe that the Academic Affiliation furthers important community values, including without limitation, retaining and importing clinical talent; elevating the quality and consistency of patient care; and improving opportunities for economic development in northwest Ohio; and

WHEREAS, the Parties wish to enter into this Agreement, along with other related ancillary agreements at such point in time as contemplated by this Agreement, including a Transition Plan (hereinafter defined), Research Agreement (hereinafter defined), Medicare GME Affiliation Agreement, Master Graduate Medical Education (“**GME**”) Affiliation Agreement, Master Undergraduate Medical Education (“**UME**”) Affiliation Agreement, and MOB Lease (each hereinafter defined) (collectively with this Agreement, the “**Affiliation Agreements**”) to establish a long-term, strategic, comprehensive contractual relationship with respect to the Academic Affiliation.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are hereby incorporated in and made a part of this Agreement, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

ARTICLE 1

GUIDING PRINCIPLES OF THE ACADEMIC AFFILIATION

Section 1.1. Guiding Principles. The Parties commit to the following guiding principles of the Academic Affiliation (collectively, the “**Guiding Principles**”):

- (a) Enhance the training and education of students, residents, and fellows;
- (b) Retain high-quality graduating students, residents, fellows, and allied health professionals;
- (c) Elevate the stature of Toledo, Ohio, and its surrounding communities as a strong academic medical community for patient care, training, and research;
- (d) Sustain and enhance the COM&LS in missions of education and research;
- (e) Expand volunteer and full-time faculty;
- (f) Ensure that the overall care delivery model in the communities served by the Parties is high quality;
- (g) Develop Toledo Hospital and Toledo Children’s Hospital into a premier academic medical center, including a preeminent quaternary center;

(h) Develop a unique academic/clinical medical partnership focused on safety, quality, efficiency, and patient-centered, cost-effective medical care and identify and develop unique areas of clinical and research excellence; and

(i) Ensure continued philanthropic support in order to assist the Parties in carrying out their vision for the Academic Affiliation.

ARTICLE 2

GOVERNANCE

Section 2.1. The Academic Affiliation Operating Group. The Parties shall establish an Academic Affiliation Operating Group (the “**AAOG**”) to govern the Academic Affiliation by monitoring and updating the academic and clinical education plan; having authority over academic policies that affect clinical care; ensuring that clinical plans and programs support academic programming; developing and recommending an academic and programmatic strategic plan for the Academic Affiliation (the “**Strategic Plan**”); developing joint academic and research programs; supporting the needs of the medical school and student/resident body to ensure long-term success; and providing the highest quality educational materials and educational opportunities. The AAOG shall report to the Chief Executive Officer of ProMedica and the President of UT. The AAOG shall develop a charter to be approved by the Parties to establish the governing principles and other operations of the AAOG (the “**AAOG Charter**”).

(a) Number, Tenure and Qualifications; Removal; Resignation; Vacancies.

(i) The number of members (“**Members**”) on the AAOG shall be six (6), with each Party appointing an equal number of Members (each, the “**ProMedica Members**” and the “**UT Members**”). The Chief Executive Officer of ProMedica shall name the ProMedica Members, and the President of UT shall name the UT Members; provided, that the UT Members must include the Dean of the COM&LS. The initial Members of the AAOG shall be those individuals set forth on **Exhibit 2.1(a)**.

(ii) The chair of the AAOG (the “**Chair**”) shall be the Dean of the COM&LS. The Chair shall preside at meetings of the AAOG and shall have the duties and authorities generally afforded to a person serving in the role of a chairperson.

(iii) The vice-chair of the AAOG (the “**Vice-Chair**”) shall be a ProMedica Member of the AAOG appointed by the Chief Executive Officer of ProMedica.

(iv) The UT Members shall serve at the pleasure of the President of UT, and may be removed with or without cause at any time by the President of UT. The ProMedica Members shall serve at the pleasure of and may be removed with or without cause at any time by the Chief Executive Officer of ProMedica. There shall be no limit on the number of terms any UT Member or ProMedica Member may serve on the AAOG.

(v) A Member of the AAOG may resign at any time by giving a written resignation to the Party that appointed such Member to the AAOG. A resignation shall be effective as of the date it is given, unless a later effective date is specified in the written notice of resignation.

(vi) Upon the death, removal, or resignation of any UT Member, the President of UT shall promptly appoint a successor. Upon the death, removal, or resignation of any ProMedica Member, the Chief Executive Officer of ProMedica shall promptly appoint a successor.

(b) Rights and Powers. In furtherance of the scope of authority conferred on the AAOG pursuant to Section 2.1, and subject to the reserved powers of each of ProMedica and UT as set forth in Section 3.3, the following actions with respect to the Academic Affiliation shall require an action of the AAOG reflected in an affirmative vote or written consent of the AAOG, in accordance with the provisions of Section 2.1(e) through Section 2.1(f), as applicable:

(i) Developing, approving, and periodically updating the Strategic Plan to reflect programmatic changes and strategic needs;

(ii) Developing, approving, and periodically updating the Transition Plan;

(iii) Developing, approving, and periodically updating spending plans for the Academic Affiliation Payments pursuant to ARTICLE 4;

(iv) Developing, approving, and periodically updating the timeline and location for capital spending in support of COM&LS academic mission pursuant to ARTICLE 5;

(v) Overseeing academic programming at ProMedica sites and ensuring compliance with ACGME/LCME requirements and any other applicable accreditation standards;

(vi) Approving academic policies that affect clinical care;

(vii) Approving clinical policies that affect academic activities;

(viii) Allocating residency slots among ProMedica sites;

(ix) Changing the nature, scope, or size of the residency, fellowship, or other educational programs or UT-sponsored research programs, including adding any participating sites where interns, residents, or fellows may train;

(x) Approving faculty recruitment and resource allocation matters related to current or future educational programs in ProMedica facilities;

(xi) Approving the appointment of each Party's Designated Institutional Official ("**DIO**");

(xii) Approving the renewal of a Grandfathered Arrangement (hereinafter defined);

(xiii) Reviewing, on an annual basis, the COM&LS class size and composition and making recommendations to the Dean of the COM&LS, with the intent to provide sufficient and adequate clinical experiences for the learners, and to promote local and regional physician and allied health workforces that meet community needs;

(xiv) Approving any changes to the academic programs of the UT COM&LS that may have a material impact on ProMedica's programs or operations;

(xv) Overseeing the creation and maintenance of an appropriate learning environment;

(xvi) Reviewing and following up on reports of medical student and resident injuries to ensure appropriate management of environmental and occupational hazards;

(xvii) Approving changes in the salary amounts for interns, residents, or fellows;

(xviii) Approving the training of UT medical students, residents, and fellows of the COM&LS at non-ProMedica sites except where the use of such sites is necessary to meet ACGME or LCME requirements, subject to Section 3.5(b);

(xix) Monitoring all academic programs and UT-sponsored research at ProMedica facilities and ensuring that such programs meet or exceed certain annual academic (i.e., education and research) performance standards and key performance indicators as established by the AAOG;

(xx) Resolving a Dispute (hereinafter defined) that arises between the Parties with respect to the Academic Affiliation or any of the Affiliation Agreements;

(xxi) Coordinating the clinical research activities of both the COM&LS and ProMedica and developing common practices and standards over time; and

(xxii) Periodically reviewing the AAOG's duties and charges and recommending to the Parties any amendments to the AAOG Charter, including but not limited to any amendments that may be necessary to maintain compliance with applicable law and accreditation requirements.

(c) Meetings. For the first three (3) years following the Effective Date, the AAOG shall meet periodically, but no less frequently than monthly, to monitor the implementation of the Academic Affiliation, carry out its responsibilities under this Agreement, and address any areas of disagreement with respect to the Academic Affiliation. Following this initial period, the AAOG in its discretion and according to the voting procedures set forth in Section 2.1(e) through Section 2.1(f), as applicable, may revise and agree on an amended meeting schedule. Regular

meetings of the AAOG shall be held at such place within or outside of the State of Ohio from time to time as the AAOG shall determine by resolution. Special meetings may be called upon request by any Member of the AAOG. The Members of the AAOG may participate in a meeting of the AAOG by means of conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.1(c) shall constitute attendance and presence in person at such meeting. The AAOG shall keep and maintain minutes of all meetings of the AAOG.

(d) Notice of Meetings. The Chair shall deliver notice of all meetings and the place, date, and hour for holding such meetings to each Member of the AAOG in person, by mail, by fax, or by e-mail, at least two (2) days prior to the time fixed for the meeting. The Chair and Vice-Chair shall collaborate with one another and jointly develop the agenda for all meetings of the AAOG, which such agenda shall be sent to the Members of the AAOG prior the meeting along with the meeting notice. Notwithstanding the foregoing, any Member of the AAOG may add an item to the agenda for discussion at a meeting of the AAOG. The transactions of any meeting of the AAOG, however called or noticed or wherever held, shall be as valid as though such meeting had been duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Members of the AAOG not present signs a written waiver of notice or a consent to hold such meeting, or each of the Members of the AAOG signs an approval of the minutes thereof. All such waivers, consents or approvals shall be made a part of the minutes of the special meeting.

(e) Quorum; Voting. Except as otherwise provided in this Agreement, a quorum for the transaction of business at all meetings of the AAOG shall exist only when at least two (2) ProMedica Members and two (2) UT Members of the AAOG are represented in person or by means of conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other; provided, that any meeting, whether a quorum is present or otherwise, may, by the vote of a majority of the Members of the AAOG present, adjourn from time to time. At any meeting at which a quorum is present, the ProMedica Members, collectively, and the UT Members, collectively, shall each constitute a voting block with a single vote. All actions of the AAOG require the approval of both the ProMedica Members' and the UT Members' voting blocks. If the AAOG is unable, after good faith efforts to reach a consensus, to obtain the approval necessary to take action pursuant to this Agreement, then either the ProMedica Members or the UT Members may declare a deadlock. Upon declaration of a deadlock, the AAOG shall promptly refer the matter subject to the deadlock for resolution by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and conducted in Toledo, Ohio. The arbitrator's decision shall be binding on the Parties. Each Party shall bear its own costs and expenses, including attorneys' fees, relating to any such arbitration, and shall share equally in the arbitrator's fees and administrative costs of arbitration.

(f) Action by AAOG Without a Meeting. Unless otherwise restricted by this Agreement, any action required or permitted to be taken at any meeting of the AAOG may be taken without a meeting, if a consent in writing setting forth the action so taken is signed by the number of Members of the AAOG that would be necessary to authorize to take such action at a meeting at which all of the Members of the AAOG entitled to vote thereat were present and voted. Such written consent is to be filed with the minutes of proceedings of the AAOG. An

action taken pursuant to this Section 2.1(f) shall be effective when the required number of Members of the AAOG have signed the consent or on any other effective date specified in such consent.

(g) Subcommittees. The AAOG may establish one (1) or more subcommittees or work groups (each, a “**Subcommittee**”), as needed, to report to the AAOG and to develop and implement activities to be pursued under this Agreement, such as: (1) Research Affairs; (2) Graduate Academic Programs Review; (3) Undergraduate Academic Programs Review; and (4) Development/Fundraising. Each Subcommittee shall have and exercise the authority that the AAOG grants to such Subcommittee. Unless the AAOG grants an exception, an equal number of representatives from each Party shall serve on each Subcommittee. The Subcommittee members shall be selected to reflect the depth and breadth of cooperative activities of the Parties, and for their knowledge of the specific subject matter which is the focus of the particular Subcommittee. Members of Subcommittees may, but need not be, Members of the AAOG.

ARTICLE 3

THE ACADEMIC AFFILIATION

Section 3.1. Scope. This Agreement establishes the Academic Affiliation between ProMedica and UT with respect to the COM&LS. This Agreement shall not apply to, or be represented or implied to apply to, any other sites or programs operated by either ProMedica or UT.

Section 3.2. Sponsorship of Residency Programs. UT shall act as sponsor of all residency programs at Toledo Hospital and Toledo Children’s Hospital with the exception of the existing affiliations identified on Exhibit 3.2(a) attached hereto (each, a “**Grandfathered Arrangement**”). ProMedica and UT acknowledge and agree that any new residency programs at Toledo Hospital and Toledo Children’s Hospital will be sponsored by UT and that, at some time in the future and in deference to the creation of an academic medical center, subject to any contractual restrictions, all of the Grandfathered Arrangements will transition to UT sponsorship, except for the Grandfathered Arrangements set forth on Exhibit 3.2(b) attached hereto. Subject to the AAOG’s approval, UT shall appoint the DIO for all UT-sponsored residency programs. The DIO shall be an Associate Dean of the COM&LS.

Section 3.3. Reserved Powers.

(a) Reserved Powers of Both ProMedica and UT. Notwithstanding the scope of authority conferred on the AAOG pursuant to the terms of this Agreement, in addition to the reserved powers set forth in Section 3.3(b) and Section 3.3(c), the following actions shall be reserved to ProMedica and UT:

- (i) Approving the Strategic Plan;
- (ii) Approving the Transition Plan; and
- (iii) Approving any operating and capital spending plans related to the Academic Affiliation to be administered by the AAOG.

(b) Reserved UT Powers. This Agreement governs the activities UT undertakes in conjunction with ProMedica, through the COM&LS, and does not govern any other subject or UT activity or alter UT's existing authority and responsibility over matters that traditionally are part of academic governance, including without limitation:

- (i) provision of clinical care at non-ProMedica facilities;
- (ii) admissions, curriculum content, academic affairs, academic conduct, and the education/assessment of medical students and residents;
- (iii) appointment and assignment of faculty members with responsibility for medical student and resident teaching, including assessing faculty qualifications, promotion, and tenure;
- (iv) the conduct, commercialization, and licensing of UT research as set forth in the Research Agreement; or
- (v) publication of UT research as set forth in the Research Agreement.

ProMedica and UT acknowledge and agree that nothing in this Agreement may be interpreted to divest the Dean of the COM&LS of any authority or control over the academic affairs of any COM&LS program where such interpretation would be contrary to the ACGME, LCME, and/or other future applicable accreditation guidelines, laws, or regulations governing UT's academic programs.

(c) Reserved ProMedica Powers. This Agreement governs the activities ProMedica undertakes in conjunction with UT in furtherance of the joint creation of an academic medical center complex at the Toledo Hospital and Toledo Children's Hospital, and does not govern any other subject or ProMedica activity or alter ProMedica's existing authority and responsibility over matters that traditionally are part of non-academic clinical and healthcare operations, including without limitation:

- (i) healthcare services that are not related to the performance of the academic mission;
- (ii) hiring, promotion, and termination of clinical physicians with respect to their employment at ProMedica or an affiliate of ProMedica;
- (iii) appointment, reappointment, credentialing, and disciplinary processes and policies related to medical staff membership, including the medical staff bylaws and the structure of the different classes of privileges;
- (iv) the conduct, commercialization, and licensing of ProMedica research as set forth in the Research Agreement;
- (v) publication of ProMedica research as set forth in the Research Agreement;

(vi) non-research-related publications that reference ProMedica or its affiliated operations and clinical health processes; or

(vii) collaborations with other institutions for clinical purposes; except where such collaborations may impact the joint academic activities of the Parties under this Agreement.

Section 3.4. Board Review of the Academic Affiliation.

(a) ProMedica Representation on UT Committees. During the Term (hereinafter defined) of this Agreement, and subject to UT's nominating process, two (2) individuals appointed by the Chief Executive Officer of ProMedica (the "**ProMedica Representatives**") shall serve as ex-officio, non-voting members of the Academic Affairs Committee of the UT Board of Trustees and the Admissions Committee of the COM&LS. In the event that UT's board committee structure changes, the ProMedica Representatives shall serve as ex-officio, non-voting members of such committees as are established to serve the same function as the present Academic Affairs and Admissions Committees.

(b) UT Representation on ProMedica Boards. Subject to compliance with all applicable laws, rules, and regulations, including without limitation, the Antitrust Laws (hereinafter defined) and applicable ProMedica conflicts of interest policies and nominating processes, during the Term of this Agreement, the Dean of the COM&LS and one other person designated by the UT President shall serve as ex-officio, non-voting members of the Board of Directors of ProMedica, the Board of Directors of Toledo Hospital, and Board of Directors of Toledo Children's Hospital.

(c) Review of the Academic Affiliation by the ProMedica and UT Boards. At least twice per year, the Board of Directors of ProMedica and the UT Board of Trustees shall convene together for the purpose of reviewing the status of the Academic Affiliation.

Section 3.5. Exclusivity.

(a) Subject to the Transition Plan, ProMedica shall be designated as UT's exclusive clinical affiliate for UT undergraduate medical and graduate medical education in order to create a more integrated academic and clinical relationship, except as may be agreed upon by the AAOG.

(b) UT shall be designated as ProMedica's exclusive affiliate for undergraduate and graduate medical education, except as may be agreed upon by the AAOG. Notwithstanding this exclusivity provision, if ProMedica does not have sufficient infrastructure or learning opportunities to meet applicable ACGME and LCME accreditation standards, and/or other future applicable accreditation requirements, UT may seek placements for its students, residents, and fellows at non-ProMedica facilities without the express consent of the AAOG; provided, however, that prior to UT seeking placements for its students, residents, and fellows at non-ProMedica facilities, UT shall provide notice to ProMedica of its failure to comply with an applicable ACGME or LCME requirement, and ProMedica shall have a reasonable period of time to comply with such ACGME or LCME requirement.

Section 3.6. Transition Plan. An operational transition plan (the “**Transition Plan**”) shall set forth the Parties’ plans to create a flagship academic medical center, support an orderly move of faculty and trainees, provide adequate resources to trainees, and sustain the academic mission in a dynamic environment. The AAOG shall oversee the implementation of the Transition Plan and modify the Transition Plan, as needed.

Section 3.7. ProMedica Governing Documents and Mission Statement; Branding and Marketing. In furtherance of its desire to develop a premier academic medical center, ProMedica shall amend its articles of incorporation and its mission statement to reflect the importance of the academic mission, in substantially the forms attached hereto as **Exhibit 3.7**. In recognition of the shared academic mission, the Parties shall develop a mutually agreeable branding strategy and joint marketing campaigns for the Academic Affiliation. Such branding strategy and marketing campaigns shall be targeted toward creating a national brand and nationally recognized academic medical center with an emphasis on teaching, research, and the use of technology and evidence-based medicine, for the purpose of enhancing the recruitment and retention of high-quality faculty, students, residents, fellows, and allied health professionals.

Section 3.8. Academic Programs.

(a) Availability of Facilities. In accordance with the Transition Plan and terms of this Agreement, Toledo Hospital and Toledo Children’s Hospital shall be available to UT as the primary medical school affiliated teaching hospitals, and other ProMedica facilities shall be available as needed to serve as teaching, training, research, and clinical care sites in order to create and maintain an appropriate learning environment. UT shall furnish, and ProMedica shall accept, the placement of substantially all of the clinical rotations of UT medical students, residents, and fellows of the COM&LS at ProMedica facilities, consistent with the Transition Plan, and such placements shall be phased in over a period of time in accordance with the Transition Plan. ProMedica shall provide UT sufficient access to ProMedica facilities to enable the COM&LS to maintain high-quality academic and clinical programs across the full range of medical fields necessary for the COM&LS to maintain its ACGME and LCME accreditations. Once phased in, training at non-ProMedica sites can occur only upon approval of the AAOG, except as set forth in Section 3.5(b).

(b) Research. In accordance with the Transition Plan, the Parties shall enter into a separate research agreement (the “**Research Agreement**”), which shall set forth their mutual understanding regarding their cooperation in expanding and managing research efforts, and related issues. Nothing in this Agreement shall be interpreted to effect or confer on either Party any license or interest in research or intellectual property owned exclusively by the other Party on or before the Effective Date unless the Parties otherwise expressly agree that such interest should separately be conveyed.

(c) Additional Academic and Research Programs. To the extent permissible, the Parties shall use their collective Best Efforts (hereinafter defined) to develop and implement new academic and research programs at UT and ProMedica facilities, pursuant to, consistent with, and in support of the Strategic Plan.

(d) Other Learners. Other learners from the UT College of Nursing, the UT College of Pharmacy, the UT College of Health Sciences, and the UT College of Natural Sciences may be placed at ProMedica facilities as capacity allows and as separately agreed between ProMedica and each such UT College.

Section 3.9. GME Programs.

(a) ProMedica and UT shall enter into a Medicare GME affiliation agreement, a form of which is attached hereto as **Exhibit 3.9(a)** (the “**Medicare GME Affiliation Agreement**”), whereby UT will, in accordance with the Transition Plan, allocate its residency program slots to ProMedica in the manner approved by the AAOG. The AAOG shall designate how the aggregated slots are to be allocated among the ProMedica facilities. The Parties shall file the Medicare GME Affiliation Agreement annually prior to July 1st with the Centers for Medicare and Medicaid Services (“**CMS**”) during the Term of this Agreement.

(b) For all residents training at non-hospital sites, only ProMedica hospitals are allowed to include such training in their claims for GME payment from Medicare; provided, however, that UT may continue to submit claims for GME payment for any residents who continue rotating at UT facilities. UT acknowledges that any such rotations at UT facilities will be consistent with the Transition Plan and subject to AAOG review.

(c) Upon any termination of the UT Medicare provider agreement, which would trigger the redistribution of UT’s CMS resident cap slots, UT shall cooperate with ProMedica and take all actions necessary to ensure that all of the slots are transferred to ProMedica. UT shall refrain from taking any actions that would reduce the probability that such slots will be transferred to ProMedica.

(d) ProMedica and UT shall enter into a new master GME affiliation agreement, substantially in the form attached hereto as **Exhibit 3.9(d)** (the “**Master GME Affiliation Agreement**”), in order to develop and implement clinical education experiences at ProMedica facilities for UT residents, fellows, and other graduate learners.

(e) ProMedica and UT shall enter into a new master UME affiliation agreement, substantially in the form attached hereto as **Exhibit 3.9(e)** (the “**Master UME Affiliation Agreement**”), in order to develop and implement clinical education experiences at ProMedica facilities for UT medical students and other undergraduate learners.

Section 3.10. Medical Staff Matters.

(a) Upon commencement of this Agreement, ProMedica shall ensure that medical staff privileges at Toledo Hospital and Toledo Children’s Hospital are made available to UT faculty physicians involved in clinical care and education (“**UTP Faculty**”) in accordance with the medical staff bylaws at those facilities. ProMedica shall also ensure that medical staff privileges are made available to any UTP Faculty involved in academic programs at Flower Hospital. Subject to the medical staff bylaws and any preexisting agreements with existing medical staff members, ProMedica shall ensure that the UTP Faculty practicing at any ProMedica facility have access to clinical resources and patient activity on terms that are consistent with the access granted to existing medical staff members at such ProMedica facilities

and that do not differentiate based on patient ability to pay. To the extent the medical staff bylaws or any contractual agreements impose restrictions on the ability of UTP Faculty to gain medical staff privileges, ProMedica shall use its Best Efforts to remove such restrictions at the end of the current terms of any such agreements. ProMedica shall further ensure that no such existing contractual restriction is renewed or extended, and that no additional such restrictions are imposed, without the approval of the AAOG. The intent of this process is to transform Toledo Hospital and Toledo Children's Hospital into a premier academic medical center.

(b) UT shall cooperate with ProMedica in appointing physicians to the UT faculty and, as needed, in developing a category of clinical faculty appointment that will be made available to physicians of ProMedica Physician Group (“PPG”) and other members of the medical staff of Toledo Hospital, Toledo Children's Hospital, and Flower Hospital. In recognition of the importance of physician involvement in the academic mission in creating a premier academic medical center, ProMedica shall encourage all active members of the medical staff of Toledo Hospital and Toledo Children's Hospital to obtain such clinical faculty appointment. UT shall ensure that PPG physicians are treated fairly and on the same basis as UTP Faculty regarding the clinical faculty appointment and teaching assignment process. Those physicians on the active staff that do not intend to join the UT faculty will be grandfathered for a period of up to ten (10) years. After that time it is expected that all physicians on active staff will also hold an appointment within UT. The AAOG shall develop and approve the criteria and obligations required for holding such an appointment.

(c) Subject to the Regulatory Laws (hereinafter defined), ProMedica and UT shall commit to the joint recruitment of UT core academic faculty physicians based at Toledo Hospital and Toledo Children's Hospital, with the intent that such jointly recruited physicians will reside primarily in UTP, to oversee and monitor the execution of the educational and research missions of ProMedica and the COM&LS, as determined by the AAOG. The costs incurred in connection with such joint recruitment shall be paid from the Academic Affiliation Payment. Nothing in this Agreement shall limit either Party's ability to recruit and hire additional physicians.

Section 3.11. Academic Department Chairs and Service Line Directors.

(a) The AAOG shall develop an appropriate transition plan for the organizational design of the academic programs at Toledo Hospital and Toledo Children's Hospital and the alignment of the clinical faculty and independent medical staffs, which shall include the following:

(i) The Dean of the COM&LS and the Chief Medical Officer of ProMedica shall jointly agree on the academic chairs of the clinical departments in the COM&LS (each, an “**Academic Department Chair**”).

(ii) The Dean of the COM&LS and the Chief Medical Officer of ProMedica shall jointly agree upon the service line directors in the Toledo Hospital, Toledo Children's Hospital, and other ProMedica health institutes and centers in each service which has a corresponding academic department in the COM&LS (each, a “**Service Line Director**”).

(iii) Where possible and practicable, the Parties shall align the Academic Department Chairs and the Service Line Directors in the same person. If the Academic Department Chairs and the Service Line Directors are not the same person, the Academic Department Chairs shall have the authority to ensure faculty, medical student, and resident access to appropriate resources for medical student and resident education.

(iv) The job descriptions and compensation models for the Academic Department Chairs and Service Line Directors shall include elements related to patient-centered care, clinical quality and safety, clinical productivity, clinical research (as applicable), and resident and student education.

(b) The Academic Department Chairs shall report, for purposes of their academic appointments and duties at the COM&LS, to the Dean of the COM&LS, who shall be responsible for the performance of the Academic Department Chairs with respect to their academic appointments and responsibilities. The Service Line Directors shall report, for purposes of their clinical appointments and responsibilities and duties at ProMedica, to the Chief Medical Officer of ProMedica, who shall be responsible for the performance of the Service Line Directors with respect to their clinical appointments and responsibilities. Management of both the COM&LS and ProMedica shall regularly assess the academic and clinical performance of the Academic Department Chairs and Service Line Directors, and shall consult with and seek recommendations of each other in order to evaluate the performance of the Academic Department Chairs and Service Line Directors. UT may terminate the appointment of any Academic Department Chair in accordance with its policies and procedures for doing so, and ProMedica may terminate its appointment of any Service Line Director in accordance with its own policies and procedures for doing so. Prior to any action by UT to terminate the appointment of an Academic Department Chair, and prior to any action by ProMedica to terminate the appointment of a Service Line Director, each Party shall consult with and seek the advice and input of the other. Following any such termination, the Parties shall mutually agree on a successor Academic Department Chair/Service Line Director using the process described in Section 3.11(a).

Section 3.12. EMR Platform. In accordance with the Transition Plan, ProMedica shall provide access at no charge, to UT residents and learners who require access to ProMedica's inpatient electronic medical records ("EMR") platform. Such access will be provided under ProMedica's license agreement with Epic Systems Corporation for the purpose of allowing the free flow of patient care information. ProMedica shall provide access to the EMR to all UTP physicians at the same cost as ProMedica Health Network, Inc. ("PHN") charges community physicians participating in PHN for access to ProMedica's EMR. ProMedica's EMR shall not be made available to UTMC pursuant to the terms of this Agreement.

Section 3.13. Access to PHN Accountable Care Organization. ProMedica shall permit UTP to join the accountable care organization ("ACO") operated by PHN. Subject to the Regulatory Laws (hereinafter defined), UTP's involvement in the ACO shall be limited to participating solely in the Medicare Shared Savings Program and shall not be for purposes of contracting or negotiating with any commercial payor. UTP will not be involved in the governance of the ACO.

Section 3.14. UTMC Facility.

(a) Subject to the provisions of this Section 3.14, throughout the Term of this Agreement, UT shall retain total control and discretion to unilaterally determine the future use and operations of UTMC.

(b) UT shall provide ProMedica with at least ninety (90) days' prior written notice of any proposed sale of UTMC or Change of Control of UTMC. For purposes of this Agreement, a "**Change of Control of UTMC**" shall mean (i) any consolidation, sale, merger (including a merger of UTMC's provider number into another provider's provider number where such other provider number is the surviving provider number, even if there is no merger of the legal entities associated with such provider numbers), business combination, recapitalization or other transaction involving UTMC where the board of directors immediately prior to such transaction do not comprise at least a majority of the governing body of the resulting or surviving entity; (ii) any privatization transaction which results in UTMC not being an instrumentality of the State of Ohio; (iii) the sale or lease of all or any significant portion of UTMC assets to any entity that intends to use such assets to provide acute care services; (iv) a change in owner is filed for UTMC's hospital registration with the Ohio Department of Health; or (v) any other transaction the result of which is that UTMC is no longer owned and controlled by UT.

(c) If, during the Term of this Agreement, UT wishes to sell or enter into an arrangement that results in a Change of Control of UTMC (each, a "**UTMC Triggering Event**"), then UT shall advise ProMedica in writing of such UTMC Triggering Event as set forth above by promptly delivering written notice (the "**UTMC Notice**") setting forth the details of the UTMC Triggering Event, the proposed third party (if any), and any other applicable terms and conditions of the UTMC Triggering Event. For a period of ninety (90) days following receipt of the UTMC Notice (the "**UTMC Option Window**"), UT shall enter into good faith discussions with ProMedica concerning the general nature (but not the substance) of any such UTMC Triggering Event and ProMedica shall have the option to submit a written proposal ("**UTMC Proposal**") to UT. Subject to applicable laws, UT shall give good faith consideration to ProMedica's UTMC Proposal. If UT reasonably and in good faith believes that the UTMC Proposal by ProMedica substantially meets UT's objectives as described in the UTMC Notice, then UT shall proceed with ProMedica's UTMC Proposal. In such case, if additional legislative authorization is advisable or necessary, then UT shall fully cooperate and use its Best Efforts (in conjunction with ProMedica) to obtain such necessary authorizations and approvals from the State of Ohio. If ProMedica does not submit a UTMC Proposal within the UTMC Option Window or UT does not accept ProMedica's UTMC Proposal within the UTMC Option Window, then UT shall proceed with the UTMC Triggering Event on the terms set forth in the UTMC Notice.

Section 3.15. Joint Fundraising. ProMedica and UT acknowledge and agree that an effective program of philanthropy is important to the long-term success of ProMedica and the COM&LS. Accordingly, with due respect for the fact that the Parties each shall continue to have fundraising and development efforts to support their other components and missions, and with due regard for the desires of donors, the Parties shall cooperate with one another, through the AAOG, to maximize their potential for philanthropic support by developing a plan for pursuing funds to support the Academic Affiliation.

ARTICLE 4

ACADEMIC AFFILIATION INVESTMENT

Section 4.1. Academic Affiliation Investment.

(a) In recognition of their mutual commitment to meet the Guiding Principles of the Academic Affiliation and other common goals, each Party agrees to the obligations set forth in this ARTICLE 4. The Parties acknowledge that the commitments and obligations made pursuant to this Agreement create certain programmatic interdependencies that are critical to maintaining a highly collaborative and innovative academic medical center. Further, the Parties recognize that a collaborative management structure for the shared programs and services described herein will lead to greater efficiencies, enhanced performance, increased consumer value, and improved patient outcomes compared to the level that could be achieved absent the Academic Affiliation.

(b) Throughout the Term of this Agreement, ProMedica shall make an annual academic affiliation investment (the “**Academic Affiliation Investment**”) that meets the needs and supports the academic mission of the COM&LS. The Academic Affiliation Investment will include explicit academic affiliation payments (the “**Academic Affiliation Payments**”) to UT. With the exception of the Transition Period (hereinafter defined), the Parties expect and anticipate that the Academic Affiliation Payments will be at least Fifty Million Dollars (\$50,000,000) annually. Except as otherwise provided in Section 4.1(d), the Academic Affiliation Payments will be payable in equal monthly installments paid at the beginning of each month.

(c) A description of the funding commitments that will comprise the Academic Affiliation Payments is set forth on Exhibit 4.1(c). The AAOG shall develop mutually agreed upon performance targets and service standards, including predetermined goals that benefit the academic mission of the Parties as discussed on Exhibit 4.1(c). The AAOG shall review performance on an annual basis, including activity levels, expenditures, and achievement of mutually agreed to targets, to determine whether the expectations were met and service standards were satisfied, for purposes of adjusting the ProMedica Revenue Percentages (hereinafter defined) as set forth in Section 4.2. The Academic Affiliation Payments to UT shall not duplicate payments that UT receives from UTMC or UTP.

(d) The first Academic Affiliation Payments due from ProMedica shall be Twenty-Two Million Dollars (\$22,000,000) payable in full on the Effective Date, Eleven Million Dollars (\$11,000,000) payable in full on April 1, 2016, and Seven Million Dollars (\$7,000,000) payable in full on April 1, 2017. These initial Academic Affiliation Payments by ProMedica are in exchange for the following benefits and services to be provided by UT:

(i) The right to be the exclusive clinical education partner of the COM&LS;

(ii) UT’s commitment to take the necessary actions to elevate Toledo Hospital and Toledo Children’s Hospital to become a premier academic medical center with an emphasis on teaching, research, and the use of technology and evidence-based medicine, such that that Parties retain high-quality graduating students, residents, fellows, and allied

health professionals and elevate the stature of Toledo, Ohio, and its surrounding communities as a strong academic medical community for patient care, training, and research;

(iii) Enhancing ProMedica's clinical reputation and advancing recognition of the premier academic medical center nationally;

(iv) Reducing costs at ProMedica; and

(v) Improving and increasing efficiencies, performance, consumer value, patient care, and patient outcomes.

(e) The Academic Affiliation Payments will be fixed during the period immediately following the Effective Date until the completion of the movement of faculty and trainees to ProMedica facilities (the "**Transition Period**") during which time the amounts of the Academic Affiliation Payments will be as follows, payable in equal monthly installments paid at the beginning of each month, in exchange for ProMedica's access to certain services, rights, and benefits as set forth in Section 4.1(f) and Exhibit 4.1(c):

(i) Twelve Million Five Hundred Thousand Dollars (\$12,500,000) for the twelve (12)-month period commencing July 1, 2016;

(ii) Twenty Million Dollars (\$20,000,000) for the twelve (12)-month period commencing July 1, 2017;

(iii) Thirty-Five Million Dollars (\$35,000,000) for the twelve (12)-month period commencing July 1, 2018;

(iv) Forty-Five Million Dollars (\$45,000,000) for the twelve (12)-month period commencing July 1, 2019; and

(v) Fifty Million Dollars (\$50,000,000) for the twelve (12)-month period commencing July 1, 2020.

The amount of the fixed Academic Affiliation Payments described in Section 4.1(d) and Section 4.1(e) assumes that the faculty and trainees will move to ProMedica facilities as contemplated by the draft version of the Transition Plan prepared by the Parties as of the Effective Date. If the Transition Plan is modified by the AAOG or the movement of faculty and trainees is otherwise accelerated or delayed, the AAOG shall increase or decrease the affected Academic Affiliation Payment amounts to reflect the actual movement of faculty and trainees. The Parties shall use good faith efforts to finalize and execute the Transition Plan as soon as reasonably practicable following the Effective Date.

(f) Beginning in the year commencing July 1, 2021, the amount of the Academic Affiliation Payments will be determined by applying an academic tax equal to (i) three percent (3.0%) of ProMedica's annualized net patient service revenue from all sources for the year 2015, exclusive of any patient service revenue generated from facilities acquired by ProMedica following the Effective Date; *plus* (ii) two percent (2.0%) of the difference between (A)

ProMedica's annualized net patient service revenue from all sources for the then-current year, exclusive of any patient service revenue generated from facilities acquired by ProMedica following the Effective Date, and (B) ProMedica's annualized net patient service revenue from all sources for the year 2015, exclusive of any patient service revenue generated from facilities acquired by ProMedica following the Effective Date; *plus* (iii) one-quarter of one percent (0.25%) of ProMedica's annualized net patient service revenue generated in the then-current year from facilities acquired by ProMedica following the Effective Date (collectively, the "**ProMedica Revenue Percentages**"). The Academic Affiliation Payments will be in exchange for ProMedica's access to certain services, rights, and benefits, including, but not limited to, the following and those set forth on **Exhibit 4.1(c)**:

- (i) Recruiting and retaining highly qualified UTP Faculty to support a growing range of complex clinical services at Toledo Hospital and Toledo Children's Hospital;
- (ii) Providing necessary clinical supervision, residents, fellows, and students at ProMedica;
- (iii) Paying select PPG physicians for academic efforts;
- (iv) Developing and coordinating continuing medical education programs for medical staff and other clinical staff at ProMedica;
- (v) Accelerating the application of translational medicine, arising from research, to the clinical practice at ProMedica;
- (vi) Contributing to the design of advanced patient care practice and clinical care protocols to improve the quality of care and reduce costs at ProMedica;
- (vii) Supporting targeted areas of research to be determine by the AAOG; and
- (viii) Supporting the development of new clinical programs.

Section 4.2. Adjustments to the ProMedica Revenue Percentages. Within at least one hundred twenty (120) days prior to the commencement of the academic year that begins on July 1, 2030, and each five (5)-year anniversary thereafter throughout the Term of this Agreement (each, an "**AAP 5-Year Period**"), the AAOG will convene in order to determine the ProMedica Revenue Percentages to be applied to the formula set forth in Section 4.1(f) during each year in the upcoming AAP 5-Year Period. The AAOG shall determine the ProMedica Revenue Percentages by an affirmative vote of the AAOG in accordance with the principles set forth in Section 4.1 and **Exhibit 4.1(c)**. If the AAOG is unable to agree on the amount of the ProMedica Revenue Percentages, then the Parties shall attempt to resolve such disagreement through the dispute resolution process set forth in Section 7.2 ("Informal Negotiation") and Section 7.3 ("Non-Binding Mediation"). If neither Party delivers a Mediation Notice within thirty (30) days following the informal negotiation period set forth in Section 7.2 or if the Parties are unable to determine the amount of the ProMedica Revenue Percentages following the conclusion of non-binding mediation as set forth in Section 7.3, then such amount shall be determined by arbitration administered by the American Arbitration Association in accordance with its

Commercial Arbitration Rules and conducted in Toledo, Ohio. The arbitrator's decision shall be binding on the Parties. Each Party shall bear its own costs and expenses, including attorneys' fees, relating to any such arbitration, and shall share equally in the arbitrator's fees and administrative costs of arbitration. During the period in which the Parties are attempting to determine the amount of the ProMedica Revenue Percentages pursuant to the dispute resolution provisions, and until the effective date of the arbitrator's determination, the ProMedica Revenue Percentages applicable during the immediately preceding AAP 5-Year Period (or, in the case of the first AAP 5-Year Period commencing on July 1, 2030, the ProMedica Revenue Percentages set forth in Section 4.1(f)) shall continue in effect.

Section 4.3. Resident Salary and Benefit Payment. In addition to the annual Academic Affiliation Payments, ProMedica shall reimburse UT for the documented salaries and fringe benefits of UT residents training at any ProMedica facility based on the numerical complement of filled active residents established each year after approval by the AAOG (the "**Resident Salary Payments**"). ProMedica shall also reimburse UT for the documented resident administrative costs such as in-service exams and off-site review courses, provided those costs are consistent with verifiable national benchmarks. UT shall send a monthly invoice to ProMedica for the amount it incurred for such salaries and fringe benefits and ProMedica shall pay such invoices within thirty (30) days. The Parties will review the resident salaries and benefits periodically to ensure that the total compensation package is competitive in the marketplace and is an effective tool for recruiting top resident candidates.

Section 4.4. Adjustment for Medicare Three-Year Rolling Average. As agreed by the AAOG, a portion of the Resident Salary Payments shall be funded by the reimbursement attributable to UT due to the gradual reduction in reimbursement resulting from the Medicare GME reimbursement three (3)-year rolling average calculation.

Section 4.5. Compliance.

(a) The Parties acknowledge and agree that the determination of any payments shall in no event take into account the volume or value of any patient referrals made to, or other business generated for, ProMedica, and shall in all events otherwise be in accordance with all Regulatory Laws.

(b) UT covenants that, throughout the Term of this Agreement, all payments made between UT and UTP and UTP and the UTP Faculty shall be in accordance with all Regulatory Laws and an applicable exception to the Stark Law. Further, UT covenants that, throughout the Term of this Agreement, each member of the UTP Faculty shall provide, as part of his or her employment with UTP, substantial academic services or substantial clinical teaching services (or a combination of academic services and clinical teaching services).

ARTICLE 5

MEDICAL SCHOOL CAMPUS DEVELOPMENT

Section 5.1. Funding for the New UT College of Medicine Facilities.

(a) ProMedica shall commit Two Hundred and Fifty Million Dollars (\$250,000,000) in capital spending to enhance the COM&LS academic mission (the “**UT COM Capital Cost**”). UT shall assist ProMedica in obtaining state and federal grants and raising philanthropic funds, which such grants and funds shall be applied toward ProMedica’s obligation to pay the UT COM Capital Cost.

(b) In accordance with the Strategic Plan, the AAOG shall determine the allocation and location for the expenditure of the UT COM Capital Cost. UT and ProMedica intend that the UT COM Capital Cost shall, at a minimum, include expenditures relating to the construction of new research lab space, classrooms, conference room space, student space, and faculty offices sufficient to discharge the academic mission, as well as other costs incurred in connection with any new COM&LS facilities, as determined by the AAOG. The AAOG shall determine how to allocate the UT COM Capital Cost, which determination may include, but is not limited to, designing and constructing new COM&LS buildings, renovating and rebuilding current COM&LS buildings, or creating academic space within certain ProMedica-owned buildings.

(c) Within one (1) year following the Effective Date, the AAOG shall commence master planning for the COM&LS facilities to establish a “**COM&LS Development Plan**,” which shall be approved and may be modified by the AAOG from time to time. Spending under the COM&LS Development Plan is subject to the following timelines:

(i) By the end of 2027, ProMedica shall spend at least One Hundred Million Dollars (\$100,000,000) in COM&LS redevelopment. This amount shall include a specific commitment to build or renovate certain lab and teaching space on the UT, Toledo Hospital, and Toledo Children’s campuses within the first two (2) years in order to facilitate the recruitment of key faculty and the early transition of Toledo Hospital and Toledo Children’s into an academic medical center campus.

(ii) By the end of 2027, the AAOG shall convene to modify or reaffirm the COM&LS Development Plan, as needed, to address the remaining amounts of the UT COM Capital Cost. At that time, the AAOG shall affirmatively approve an updated COM&LS Development Plan to account for any such unspent funds. Subject to the affirmative approval of the AAOG, the Parties expect that ProMedica shall spend the remaining One Hundred Fifty Million Dollars (\$150,000,000) by the end of 2040.

(d) For any new COM&LS buildings constructed during the first twelve (12) years as part of the UT COM Capital Cost, once the building is ready for occupancy, UT and ProMedica shall enter into a lease agreement(s) at a rate to be determined. Upon expiration of the lease(s), ProMedica shall transfer title to the new COM&LS building(s) to UT; provided that this Agreement is still in full force and effect.

Section 5.2. Ambulatory and Medical Office Space. ProMedica shall construct ambulatory and medical office space (the “**MOB Space**”) for the COM&LS, pursuant to a mutually agreeable construction design and the Strategic Plan. The Parties shall enter into a separate lease agreement for the MOB Space (the “**MOB Lease**”), pursuant to which ProMedica shall lease the MOB Space to UT during the Term of this Agreement at a fair market value lease rate, and UT

shall be responsible for all operating costs of the MOB Space under terms consistent with arms' length commercial leases.

ARTICLE 6

TERM AND TERMINATION

Section 6.1. Term. The initial term of this Agreement shall begin as of the Effective Date and last for a period of fifty (50) years (the "**Initial Term**"), unless otherwise terminated earlier pursuant to this Agreement. Thereafter, this Agreement shall automatically renew for successive ten (10)-year terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless it is not renewed or otherwise terminated earlier pursuant to this Agreement.

Section 6.2. Non-Renewal. A Party may elect not to renew this Agreement prior to the end of the Initial Term or any Renewal Term by providing at least three (3) years' written notice to the other Party prior to the end of the Initial Term or the then-current Renewal Term, as applicable (the "**Non-Renewal Notice Period**"). During the Non-Renewal Notice Period, the Parties shall cooperate with one another and work together in good faith to develop the Termination Plan (hereinafter defined) in accordance with Section 6.5.

Section 6.3. Termination by ProMedica.

(a) Material Breach by UT. ProMedica may terminate this Agreement at any time upon the material breach of this Agreement by UT; provided that ProMedica provides at least three hundred sixty (360) days' prior written notice of the breach to UT, and UT does not cure the breach within the three hundred sixty (360) day notice period; provided, further, that if the nature of the alleged breach is such that it cannot be cured within three hundred sixty (360) days, this Agreement shall extend for an additional one hundred eighty (180) days if UT is taking or has taken substantial steps (within said three hundred sixty (360) day period) to cure the alleged breach and UT is diligently pursuing such steps.

(b) Change of Control of UT. ProMedica may terminate this Agreement upon sixty (60) days' prior written notice to UT in the event of a Change of Control of UT (hereinafter defined). For purposes of this Agreement, a "**Change of Control of UT**" shall mean (i) any consolidation, sale, merger, business combination, recapitalization or other transaction involving UT where the Board of Trustees immediately prior to such transaction do not comprise at least a majority of the governing body of the resulting or surviving entity; (ii) any privatization transaction which results in UT not being an instrumentality of the State of Ohio; or (iii) the sale or lease of all or substantially all of the assets of UT.

(c) Discontinuation of COM&LS. ProMedica may terminate this Agreement upon sixty (60) days' prior written notice to UT if UT elects to discontinue the operations of or divest its ownership of the COM&LS. UT shall provide ProMedica with at least twelve (12) months' prior written notice of any proposed discontinuation or divestiture of the COM&LS setting forth the details of the proposed arrangement, the proposed third party (if any), and any other applicable terms and conditions of the proposed arrangement (the "**COM&LS Notice**"). For a period of three hundred sixty (360) days following receipt of the COM&LS Notice (the

“**COM&LS Option Window**”), UT shall enter into good faith discussions with ProMedica concerning the general nature (but not the substance) of any such proposed arrangement, and ProMedica shall have the option to submit a written proposal (“**COM&LS Proposal**”) to UT. UT shall give good faith consideration to ProMedica’s COM&LS Proposal. If UT reasonably and in good faith believes that the COM&LS Proposal by ProMedica substantially meets UT’s objectives as described in the COM&LS Notice, then UT shall proceed with ProMedica’s COM&LS Proposal. If ProMedica does not submit a COM&LS Proposal within the COM&LS Option Window or UT does not accept ProMedica’s COM&LS Proposal within the COM&LS Option Window, and the COM&LS Notice is delivered within the first thirty (30) years of the Initial Term, then UT shall reimburse ProMedica for any investments made and costs incurred, net of depreciation, in connection with ProMedica’s obligations under Section 5.1. If ProMedica does not submit a COM&LS Proposal within the COM&LS Option Window or UT does not accept ProMedica’s COM&LS Proposal within the COM&LS Option Window, and the COM&LS Notice is delivered after first thirty (30) years of the Initial Term, then UT shall proceed with the discontinuation or divestiture of the COM&LS on the terms set forth in the COM&LS Notice.

(d) Loss of Accreditation. ProMedica may terminate this Agreement upon three hundred sixty (360) days’ prior written notice to UT in the event (i) UT loses its accreditation from The Higher Learning Commission, (ii) the COM&LS loses its ACGME institutional accreditation, or (iii) the COM&LS loses its LCME accreditation, and, in any case, such accreditation is not restored. To the extent ProMedica does not receive GME payment from Medicare due to the loss of accreditation by the COM&LS, ProMedica may deduct from the Academic Affiliation Payments an amount equal to such GME payments.

(e) Exclusion. ProMedica may terminate this Agreement upon three hundred sixty (360) days’ prior written notice to UT in the event UTP is excluded from Medicare or Medicaid and such exclusion is not rescinded.

(f) Regulatory Change. ProMedica may terminate this Agreement in accordance with Section 8.2(b), subject to the Termination Plan.

Section 6.4. Termination by UT.

(a) Material Breach by ProMedica. UT may terminate this Agreement at any time upon the material breach of this Agreement by ProMedica; provided that UT provides at least three hundred sixty (360) days’ prior written notice of the breach to ProMedica, and ProMedica does not cure the breach within the three hundred sixty (360) day notice period; provided, further, that if the nature of the alleged breach is such that it cannot be cured within three hundred sixty (360) days, this Agreement shall extend for an additional one hundred eighty (180) days if ProMedica is taking or has taken substantial steps (within said three hundred sixty (360) day period) to cure the alleged breach and ProMedica is diligently pursuing such steps.

(b) Change of Control of ProMedica. ProMedica shall provide UT with at least one hundred and eighty (180) days’ prior written notice of any proposed sale or Change of Control of ProMedica. For purposes of this Agreement, a “**Change of Control of ProMedica**” shall mean (i) any consolidation, sale, merger, business combination, recapitalization or other transaction

involving ProMedica where the ProMedica Board of Directors immediately prior to such transaction do not comprise at least a majority of the Board of Directors in the resulting or surviving entity; (ii) the sale or lease of all or substantially all of the assets of ProMedica; or (iii) any transfer of control of ProMedica to a joint operating corporation, a joint operating arrangement, or other similar structure with an effect of transferring more than fifty percent (50%) control of ProMedica. In the event that ProMedica provides UT with notice of a Change of Control of ProMedica, UT may terminate this Agreement upon sixty (60) days' prior written notice to ProMedica.

(c) Discontinuation of Toledo Hospital or Toledo Children's Hospital. UT may terminate this Agreement upon sixty (60) days' prior written notice to ProMedica if ProMedica elects to discontinue the operations of Toledo Hospital or Toledo Children's Hospital or divest its ownership of Toledo Hospital or Toledo Children's Hospital. ProMedica shall provide UT with at least twelve (12) months' prior written notice of any proposed discontinuation or divestiture of Toledo Hospital or Toledo Children's Hospital, setting forth the details of the proposed arrangement, the proposed third party (if any), and any other applicable terms and conditions of the proposed arrangement (the "**ProMedica Notice**"). For a period of three hundred sixty (360) days following receipt of the ProMedica Notice (the "**ProMedica Option Window**"), ProMedica shall enter into good faith discussions with UT concerning the general nature (but not the substance) of any such proposed arrangement and UT shall have the option to submit a written proposal ("**ProMedica Proposal**") to ProMedica. ProMedica shall give good faith consideration to UT's ProMedica Proposal. If ProMedica reasonably and in good faith believes that the ProMedica Proposal by UT substantially meets ProMedica's objectives as described in the ProMedica Notice, then ProMedica shall proceed with UT's ProMedica Proposal. If UT does not submit a ProMedica Proposal within the ProMedica Option Window or ProMedica does not accept UT's ProMedica Proposal within the ProMedica Option Window, then ProMedica may proceed with the discontinuation or divestiture of Toledo Hospital or Toledo Children's Hospital on the terms set forth in the ProMedica Notice.

(d) Exclusion. UT may terminate this Agreement upon three hundred sixty (360) days' prior written notice to ProMedica in the event ProMedica is excluded from Medicare or Medicaid and such exclusion is not rescinded.

(e) Regulatory Change. UT may terminate this Agreement in accordance with Section 8.2(b), subject to the Termination Plan.

Section 6.5. Effect of Termination. Upon notice of non-renewal or termination of this Agreement, the Parties shall cooperate with one another and work together in good faith to develop a termination transition plan (the "**Termination Plan**") to unwind the Academic Affiliation. The Termination Plan shall ensure the continuation of any programs involving students, residents, fellows, or other training programs to the end of the academic training year following the academic year in which the notice of non-renewal or termination is given, and any other actions as may be in the best interests of such learners. In addition, the Termination Plan shall effectuate the orderly termination of functions under this Agreement, and resolve any outstanding financial, operational, clinical, or other issues related to this Agreement, including the disposition of any new COM&LS buildings or other COM&LS facilities identified in

ARTICLE 5. Each Party shall provide to the other Party the support, cooperation, and access to records necessary to implement the Termination Plan.

ARTICLE 7

DISPUTE RESOLUTION

Section 7.1. General. If any claim, controversy, dispute, or disagreement arising out of, or relating to, the Academic Affiliation or any of the Affiliation Agreements, the breach thereof, the subject matter thereof, or any legal duty incident thereto, whether stated in tort, contract, or otherwise (each, a “**Dispute**”) should arise between the Parties, prior to either Party initiating litigation, the Dispute shall be settled in accordance with this ARTICLE 7.

Section 7.2. Informal Negotiation. The Parties shall meet and confer in good faith to resolve the Dispute informally. In the event the Parties are unable to resolve the Dispute through informal negotiations, the Dispute shall be referred first to the President of UT and the CEO of ProMedica, and if they are unable to resolve the issue within thirty (30) days, to the AAOG. In the event the AAOG is unable to resolve the Dispute within thirty (30) days, the Dispute shall next be referred to an equal number of representatives from each of the Board of Directors of ProMedica and the Board of Trustees of UT (collectively, the “**Board Representatives**”), who shall meet and confer in good faith to attempt to resolve the Dispute. In the event the Board Representatives are unable to resolve the Dispute within thirty (30) days, the Parties shall proceed with non-binding mediation as set forth in Section 7.3.

Section 7.3. Non-Binding Mediation. In the event the Parties are unable to resolve the Dispute pursuant to Section 7.2, either Party may initiate non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association by providing a written notice to the other Party within thirty (30) days following the informal negotiation period set forth in Section 7.2 (the “**Mediation Notice**”). If the Parties cannot otherwise agree upon a mediator and the place of the mediation within thirty (30) days after the delivery of the Mediation Notice, the American Arbitration Association in the State of Ohio shall administer the mediation. Such mediation shall begin no later than ninety (90) days following the delivery of the Mediation Notice. All findings of fact and results of such mediation shall be in written form prepared by such mediator and provided to each Party. The costs of such mediation, including fees and expenses of the mediator, shall be borne equally by the Parties. The Parties commit to participate in each phase of the mediation in good faith and with the intention of resolving the Dispute, if at all possible.

Section 7.4. Litigation. If neither Party delivers a Mediation Notice within thirty (30) days following the informal negotiation period set forth in Section 7.2 or if the Parties are unable to resolve a Dispute following the conclusion of non-binding mediation as set forth in Section 7.3, and such Dispute is unrelated to a matter in which the AAOG is in a deadlock and unrelated to the determination of the ProMedica Revenue Percentages, then either Party may pursue litigation in a court with competent jurisdiction.

Section 7.5. Injunctive or Provisional Relief. Notwithstanding anything to the contrary in this ARTICLE 7, any Party may seek a temporary restraining order or other interim injunctive or

provisional relief from a court of proper jurisdiction without first resorting to the dispute resolution procedures set forth in this ARTICLE 7.

ARTICLE 8

COMPLIANCE

Section 8.1. No Requirement to Refer. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient. This Agreement is not intended to influence the judgment of a Party to this Agreement or any of their employees or agents, including without limitation, any physician or other healthcare professional, in selecting the medical facility that is appropriate for the proper care and treatment of patients; provided, however, that in accordance with the Regulatory Laws, the Parties may coordinate with one another in care management and clinical integration efforts to improve the quality, efficiency, and cost-effectiveness of healthcare services rendered to patients through the Academic Affiliation.

Section 8.2. Legislative, Regulatory or Administrative Change.

(a) It is the intent of the Parties that the terms of this Agreement be in compliance with all applicable laws, rules, and regulations, including without limitation, (i) Ohio and federal antitrust laws (collectively, the “**Antitrust Laws**”), (ii) Ohio and federal anti-kickback laws, including without limitation, the anti-kickback provisions of the Medicare and Medicaid Law, 42 U.S.C. § 1320a-7b, as amended, and the regulations promulgated thereunder (collectively, the “**Anti-Kickback Statute**”), (iii) Ohio and federal self-referral laws, including without limitation, the Physician Self-Referral Act, 42 U.S.C. § 1395nn, as amended, and the regulations promulgated thereunder (collectively, the “**Stark Law**”), (iv) the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, as amended, and the regulations promulgated thereunder (collectively, the “**Civil Monetary Penalties Law**”), (v) Internal Revenue Code (“**Code**”) provisions relating to exempt organizations, Treasury Regulations (“**Regulations**”) relating thereto, and authorities interpreting the Code and Regulations (collectively, the “**Tax-Exempt Laws**”), (vi) Ohio laws governing state universities (the “**State University Laws**”), (vii) Ohio laws governing state hospitals (the “**State Hospital Laws**”), and (viii) the Health Information Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, “**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, as amended, and the regulations promulgated thereunder (collectively, “**HITECH**” and together with HIPAA, the “**Privacy Laws**” and collectively with the Antitrust Laws, Anti-Kickback Statute, Stark Law, Civil Monetary Penalties Law, the Tax-Exempt Laws, the State University Laws, and the State Hospital Laws, the “**Regulatory Laws**”).

(b) If a Party determines, in good faith based upon the opinion of qualified healthcare legal counsel, or receives general or specific notice from a Governmental Agency (hereinafter defined) that any of the Affiliation Agreements or any part thereof: (a) violates or fails to comply with any federal, state or local laws, rules or regulations, including the Regulatory Laws; (b) jeopardizes the status of a Party as a Medicare and/or Medicaid participating provider; (c) jeopardizes the status of a Party as an entity exempt from federal income taxation as an

organization described in the Code or the tax-exempt status of interest on bonds issued by or for the benefit of a Party; (d) exposes any organization manager or disqualified person of a Party or any of its affiliates to intermediate sanctions by the Internal Revenue Service or results in private inurement or excess private benefit; or (e) exposes a Party or its affiliates to any other sanctions by any other regulatory agency, then such Party shall notify the other Party, in writing, of its determination. The Parties shall in good faith negotiate such revisions to this Agreement as may be necessary to permit continued legal and regulatory compliance by each Party. If, within sixty (60) days after notice of a request, the Parties are unable to negotiate to agree upon the required amendment as pursuant to this section, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. For purposes of this Agreement, "**Governmental Agency**" shall include, without limitation, the Ohio Attorney General, the United States Attorney General, the United States Department of Health and Human Services ("**HHS**"), the Federal Trade Commission, the Department of Justice, the Centers for Medicare and Medicaid Services, the Office of Inspector General of HHS ("**OIG**"), the Office of Civil Rights of HHS, or the Internal Revenue Service.

Section 8.3. Compliance Program. Each Party represents to the other Party that it has developed a compliance program substantially in compliance with the applicable compliance guidance developed by the OIG. The Parties hereby represent and warrant to each other that during the Term of this Agreement, each Party will maintain their respective compliance program consistent with such voluntary guidance as modified from time to time.

Section 8.4. Access to Records.

(a) So long as this Agreement is in force, and for four (4) years after termination of this Agreement for any reason, the Parties shall, upon receipt of written request, make available to the Comptroller General of the United States, the Secretary of HHS, or any of their duly authorized representatives, this Agreement, and such books, documents and records of the Parties, and related organizations and personnel, if any, as are necessary to certify the nature and extent of revenues, costs and statistical data related to the performance of this Agreement. Upon receipt of any such written request, the Party receiving the request shall promptly notify the other Parties hereto regarding the receipt of such request and seek its relevant input regarding such request.

(b) To the extent required by applicable law, if a Party carries out any of its duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12)-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon receipt of written request, make available to the Comptroller General of the United States, the Secretary of HHS, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to certify the nature and extent of revenues, costs and statistical data related to the performance of the subcontract.

(c) Disclosure pursuant to this Section 8.4 shall not be construed as a waiver of any other legal right to which any Party may be entitled under applicable laws or regulations.

Section 8.5. Accreditation.

(a) Throughout the Term of this Agreement, ProMedica shall maintain all licenses and accreditations for the ProMedica healthcare facilities in which UT functions under this Agreement, including but not limited to the Toledo Hospital and Toledo Children's Hospital (e.g., The Joint Commission) (without material qualifications) necessary for the performance of its obligations under this Agreement. ProMedica shall notify UT promptly in the event of any adverse event, survey, or any other similar event that could cause the material loss, limitation, restriction, revocation, or suspension of any such license or accreditation. UT shall work with ProMedica to correct any accreditation issues relating to matters over which UT has authority.

(b) Throughout the Term of this Agreement, UT shall maintain all licenses and accreditations for the COM&LS (e.g., LCME, ACGME) (without material qualifications) necessary for the performance of its obligations under this Agreement. UT shall notify ProMedica promptly in the event of any adverse event, survey, or any other similar event that could cause the material loss, limitation, restriction, revocation, or suspension of any such license or accreditation. ProMedica shall work with UT to correct any accreditation issues relating to matters over which ProMedica has authority.

(c) The Parties shall work together to fulfill their combined responsibilities to comply with all current and future standards of the accrediting bodies, including by ensuring that there is adequate space and resource allocation to comply with accreditation requirements.

Section 8.6. Master List. The Parties acknowledge and agree that this Agreement and any other agreements between the Parties shall be included in a master list(s) of contracts that each Party maintains and updates centrally.

ARTICLE 9

CONFIDENTIALITY

Section 9.1. Confidentiality. In negotiating and performing this Agreement, each Party may learn of, obtain or gain access to certain Confidential Information (hereinafter defined) of the other. The Parties agree that all Confidential Information and all copies and modifications thereto are the property of the originating Party, Confidential Information constitutes valuable assets and trade secrets of such Party, and during and after the Term of this Agreement, each Party shall, except as required by applicable law or as necessary to perform its obligations or exercise its rights under this Agreement:

(a) Hold such Confidential Information of the originating Party in strict confidence with at least the same degree of care as it uses for its own Confidential Information;

(b) Not use such information except in advancement of the Parties' joint efforts and future cooperation pursuant to this Agreement;

(c) Limit access to such Confidential Information to only those of its employees and agents who need access to such Confidential Information, and, if reasonably requested by the originating Party, require its employees, agents, and approved third parties to execute

nondisclosure agreements; notwithstanding whether a third party is required to or otherwise executes a nondisclosure agreement, each Party hereto represents and warrants to the other Party that it shall require any third party that receives Confidential Information hereunder (including without limitation, any accounting firm or consulting firm) to comply with the terms and conditions of this Section 9.1 and to refrain from any use or disclosure of the Confidential Information to any other person or entity other than a Party hereunder, except and unless the Party from which the Confidential Information originated agrees in writing to the use or disclosure; and

(d) Not, and will instruct its employees and agents not to, directly or indirectly, voluntarily or involuntarily, use, sell, lease, assign, transfer, disclosure, or otherwise make available any part of Confidential Information to others, except with the prior written consent of the originating Party.

(e) Notwithstanding the foregoing provisions in this Section, ProMedica acknowledges that, as a public institution and instrumentality of the State of Ohio, UT is subject to the Ohio Public Records Act, Ohio Revised Code § 149.43 (the “**Public Records Act**”). ProMedica further acknowledges that any record kept by UT, including one containing Confidential Information, may be subject to disclosure if a proper request is made and that such disclosure is not a breach of this Agreement.

Section 9.2. Definition of Confidential Information. For purposes of this Agreement, “**Confidential Information**”) means all proprietary information that relates to or is used in connection with the business and affairs of a Party, including written material, information, and programs stored or otherwise available on a computer, and information in any other format or medium. Except as otherwise required under this ARTICLE 9, a Party shall have no obligation to identify specifically its Confidential Information. Confidential Information shall exclude any information that (a) is already lawfully known to the person to whom it is disclosed, (b) is a matter of public knowledge through legitimate means, (c) has been published in any publication for public distribution, or (d) was filed as public information with any governmental authority, except in each case to the extent such information was made public as a result of the act or omission of the non-originating Party, including any breach of an obligation of confidentiality.

Section 9.3. Confidentiality and Joint Defense Agreement. The Parties are parties to that certain Confidentiality and Joint Defense Agreement dated November 21, 2014 (the “**Confidentiality Agreement**”). As of the Effective Date, the confidentiality provisions contained in Section 9.1 shall supersede and replace the terms of the Confidentiality Agreement. Notwithstanding the foregoing, all records in the custody of UT that are subject to the Public Records Act shall remain subject to the Public Records Act following the Effective Date.

ARTICLE 10

REPRESENTATIONS AND WARRANTIES

Section 10.1. Authorization. Each Party represents to the other Party that it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement. The execution and delivery of this Agreement by a Party, and the performance by the Party of its

obligations under this Agreement, have been duly authorized by all necessary action. This Agreement, when duly executed and delivered by the Party, subject to the due execution and delivery by each other Party, will be a valid and binding obligation of the Party, enforceable against the Party in accordance with its terms, subject to: (a) bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other similar laws now or hereafter in effect relating to or affecting the rights of creditors of insurance companies or creditors' rights generally, and (b) general principles of equity (regardless of whether considered in a proceeding at law or in equity).

Section 10.2. Non-Contravention. Each Party represents to the other Party that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Party is subject or any provision of the articles of incorporation or bylaws of the Party or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Party is a party or by which it is bound.

Section 10.3. Approvals of Governmental Authorities. Each Party represents to the other Party that, except for approvals which have already been obtained, no consent, waiver, license, approval, order or authorization of, or registration, filing or declaration with, or notices to, any person or Governmental Agency is required to be obtained, made or given by or with respect to the Party in connection with the execution and delivery of this Agreement by the Party.

Section 10.4. Licenses and Authorizations. Each Party represents to the other Party that it holds all material licenses and authorizations required for the Party to perform its obligations under this Agreement in each state or other jurisdiction in which the Party is required by all applicable laws, including the Regulatory Laws, to possess such license or authorization, and that such licenses and authorizations are valid and in full force and effect.

Section 10.5. Litigation. Each Party represents to the other Party that it is not aware of any suit, action, or legal administrative, arbitration, or other proceeding, pending or threatened, against it materially impacting its ability to perform its obligations hereunder.

ARTICLE 11

MISCELLANEOUS

Section 11.1. Independent Contractors. In the performance of the work, duties, and obligations contemplated herein, it is mutually understood and agreed that each Party is at all times acting and performing as an independent contractor, responsible only for its own acts or omissions. Nothing in this Agreement shall create, nor be deemed to create, a partnership, principal/agent or employer/employee relationship.

Section 11.2. Assignment; Binding Effect. This Agreement may not be assigned by either Party to any third party (including assignment by operation of law in connection with mergers,

consolidations or similar transactions with third parties) without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 11.3. Amendment. This Agreement may only be amended in a writing signed by authorized representatives of the Parties.

Section 11.4. Waiver. The failure of a Party to enforce any provision hereof at any time shall not be construed to be a waiver of such provision nor of the right of such Party thereafter to enforce each and every provision of this Agreement.

Section 11.5. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given, if in writing and delivered personally or sent by overnight mail, certified or registered mail, or facsimile, to the address set forth below or to such other address as the Party may designate in writing:

If to ProMedica:

ProMedica Health System
1801 Richards Road
Toledo, Ohio 43607
Attn: Chief Executive Officer
Fax: (419) 469-3597

With copies to:

ProMedica Health System
1801 Richards Road
Toledo, Ohio 43607
Attn: Chief Legal Officer/General Counsel
Fax: (419) 469-3597

Jones Day
325 John H. McConnell Blvd., Suite 600
Columbus, Ohio 43215
Attn: Kevin D. Lyles, Esq.
Fax: (614) 461-4198

If to UT:

The University of Toledo
2801 W. Bancroft
Toledo, Ohio 43606
Attn: Dean of the College of
Medicine & Life Sciences
Fax: (419) 383-6100

With copies to:

Vorys, Sater, Seymour & Pease LLP
200 Public Square, Suite 1400
Cleveland, Ohio 44114
Attn: Matthew E. Albers, Esq.
Fax: (216) 479-6060

Any notice sent by mail as provided above shall be deemed delivered on the second (2nd) business day following the postmark date which it bears. Any notice sent by facsimile or hand delivery as provided above shall be deemed delivered when sent. Any notice sent by a nationally recognized overnight carrier shall be deemed delivered on the next business day following the postmarked date which it bears.

Section 11.6. Governing Law. The rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Ohio, without regard to applicable conflict of laws principles.

Section 11.7. Counterparts. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. Facsimiles or scanned and e-mailed copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

Section 11.8. No Third Party Beneficiaries. The benefit of this Agreement is intended to inure only to the Parties to this Agreement and not to any third party beneficiaries.

Section 11.9. Interpretation. The Parties acknowledge and agree that (a) each Party has reviewed the terms and provisions of this Agreement; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all Parties and not in favor or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

Section 11.10. Headings. Article and Section headings are for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

Section 11.11. Exhibits and Schedules. All exhibits, schedules and documents referred to in or attached to this Agreement are integral parts of this Agreement as if fully set forth herein and all statements appearing therein shall be deemed to be representations.

Section 11.12. Severability. Except as otherwise provided in Section 8.2, if any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of a Party to this Agreement will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this agreement, a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Section 11.13. Expenses. The Parties shall pay their own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the transactions contemplated by this Agreement, whether or not the transactions contemplated hereby are consummated.

Section 11.14. Force Majeure. Time periods for a Party's performance under any provisions of this Agreement shall be extended for periods of time during which the Party's performance is prevented due to circumstances beyond such Party's control, including without limitation, fires, floods, earthquakes, other natural catastrophes, lockouts, strikes, blockades, embargoes, governmental regulations, acts of God or public enemy, riot, civil disorder, war or other strife.

Section 11.15. Cumulative Remedies. No remedy conferred herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder or now or hereafter existing at law or in equity or by statute or otherwise.

Section 11.16. Additional Actions and Documents. Each Party shall take or cause to be taken such further actions, execute, deliver, and file or cause to be executed, delivered, and filed such further documents and instruments, and use their respective Best Efforts to obtain such consents (including regulatory approvals), as may be reasonably necessary or as may be reasonably requested in order to fully effectuate the Affiliation Agreements. For purposes of this Agreement, “**Best Efforts**” means, as to a Party, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome in the circumstances. Best Efforts does not mean that a Party will be required to institute arbitration as part of its best efforts.

Section 11.17. Entire Agreement. This Agreement constitute the entire agreement between the Parties and supersede all prior and contemporaneous, oral or written representations, agreements or understandings with respect to the subject matter hereof.

** * * * Remainder of Page Blank / Signature Page Follows * * * **

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

PROMEDICA:

UT:

ProMedica Health System, Inc.

The University of Toledo

By: _____
Randy Oostra, DM, FACHE
President & Chief Executive Officer

By: _____
Sharon L. Gaber, Ph.D.
President

By: _____
Christopher J. Cooper, M.D.
Executive Vice President for Clinical Affairs
Dean, College of Medicine and Life Sciences

EXHIBIT 2.1(a)

Initial Members of the AAOG

UT Members

1. Sharon Gaber
2. Chris Cooper, MD – Dean of COM&LS
3. Dave Morlock

ProMedica Members

1. Randy Oostra
2. Lee Hammerling, MD
3. Arturo Polizzi

EXHIBIT 3.2(a)

List of Grandfathered Arrangements

EXHIBIT 3.2(b)

Excepted Grandfathered Arrangements

EXHIBIT 3.7

ProMedica Articles of Incorporation and Mission Statement

EXHIBIT 3.9(a)

Medicare GME Affiliation Agreement

EXHIBIT 3.9(d)

Master GME Affiliation Agreement

EXHIBIT 3.9(e)

Master UME Affiliation Agreement

EXHIBIT 4.1(c)

Academic Affiliation Payment

Undergraduate Medical Education

- a. ProMedica will pay expenses associated with clinical training for undergraduate programs (i.e., medical students), in an amount determined by the AAOG. These costs may include, but are not limited to:
 - i. Clerkship/course director stipends;
 - ii. Clinical supervision and teaching of students in ProMedica facilities;
 - iii. Support for curriculum management, evaluation, and enhancement;
 - iv. Recruitment of additional clinical faculty (including medical staff members of Toledo Hospital, Toledo Children's Hospital, and other applicable ProMedica facilities) to integrate clinical experiences in the first and second years of the curriculum, as well as to standardize patient and simulation exercises; and
 - v. Clerkship coordinator compensation.

For the undergraduate medical education program support, the AAOG will consider medical school class size, number and size of other degree programs (non-MD, or joint programs), curriculum design, and other factors.

Graduate Medical Education (GME)

- a. ProMedica will pay the costs attributed to the education of residents, including ACGME-accredited fellows, who train in ProMedica-owned facilities, in an amount determined by the AAOG. At a minimum, these costs include:
 - i. Support for GME supervision by clinical faculty;
 - ii. Support for defined administrative time of clinical faculty and related departmental support to manage the residency programs (which at least meet all the minimum requirements of the ACGME);
 - iii. Funds to improve GME program retention rates of UT graduates with ProMedica and the region, and to enhance the competitiveness of Toledo programs compared to other academic medical centers nationally;
 - iv. Funds to support the scholarly activity requirements of GME training programs (e.g., resident attendance and presentation of research at national conferences); and

- v. Funds to support expansion of simulation training activities.
- b. For the combined supervision and administration of GME programs, the proportion of the Academic Affiliation Investment for GME will be calculated based on a funding formula that takes into the account the number and type of filled residency positions, minimum program requirements promulgated by the relevant accrediting agency, and external benchmarks to calculate levels of faculty compensation that are consistent with national and regional trends.
- c. Over the Term of this Agreement, it is anticipated that the costs associated with GME supervision and program administration will be stable and adjusted annually to reflect cost of living and inflation if necessary and agreed to by the AAOG. The AAOG will be proactive to monitor and consider how market factors may have an impact on the GME programs and their financial feasibility, including but not limited to, material changes in ACGME requirements or material changes in GME or IME funding. GME shall be considered a joint strategic priority and every effort shall be made to avoid reducing the supervision and administrative payments that support the faculty as a cost-savings initiative but rather maintain the payment on a per clinical faculty and resident basis that is commensurate with academic medical center peers nationally and consistently adheres to ACGME guidelines.

Research

- a. In support of the Guiding Principles and consistent with the Research Agreement, ProMedica will invest in research and research-related infrastructure of the Parties that is necessary to support and advance the research enterprise associated with the academic medical center, and which is consistent with the joint programmatic goals of the Parties as defined by the AAOG.
- b. Research support will be targeted to:
 - i. Support recruitment, start-up, bridge funding for research physicians, and development funding for joint projects, with the goal of creating a self-sustaining program of research and intellectual property development that will attract additional external research funding and lead to innovations that have commercial value for the Parties.
 - ii. Accelerate the application of translational medicine, arising from research, to the clinical practice at ProMedica.
 - iii. Upon achievement of milestones set by the AAOG, including award of incremental external research funding, the AAOG will consider increasing the research funding in accordance with this section and consistent with the Research Agreement.

- d. The proportion of the Academic Affiliation Investment for research will be calculated based on a funding formula that takes into the account metrics such as incremental extramural funding (number, type, value of awards), recruitment success, awards and/or award amounts per PI, proportion of research faculty compensation that is covered by extramural funds, and other mutually agreed-upon metrics.

Academic and Clinical Program Development, Including Professional Services

- a. This portion of the Academic Affiliation Investment will specifically address:
- i. Recruiting and retaining highly qualified UTP Faculty to support a growing range of complex clinical services at Toledo Hospital and Toledo Children’s Hospital;
 - ii. Supporting the development of new or enhancement of existing clinical programs, services, and physician recruitment;
 - iii. Recruitment into selected specialties that augment clinical services and enhance quality and access for the communities we serve, and advancing recognition of the premier academic medical center nationally;
 - iv. Contributing to the design of advanced patient care practice and clinical care protocols to improve the quality of care and reduce costs at ProMedica;
 - v. Scholarship and support for student, resident, and physician recruitment;
 - vi. Development of academic environment and the premier academic medical center in order to advance efforts to attract and retain nursing, allied health and other staff, and support the development of a high quality healthcare workforce to serve the community and region.
- b. ProMedica will pay for professional services associated with the academic affiliation, which shall consist of both administrative services and patient care services, including the following, to be finalized and determined by the AAOG:

Component	Description (Examples)	Approach/Methodology
<i>Administrative Services</i>	<ul style="list-style-type: none"> » Medical directorships » Chair/chief support » Other defined administrative services rendered by physicians (e.g., development of clinical protocols) 	<ul style="list-style-type: none"> » Standard industry payment methodology (e.g., hourly rate for agreed upon monthly or annual hours) » Portion of chair package (common)
<i>Professional Services (Patient Care)</i>	<ul style="list-style-type: none"> » Support for underinsured or uninsured patient access » Call coverage » Professional service agreements (PSAs) » Support for mission-critical programs (e.g., trauma) 	<ul style="list-style-type: none"> » Shift-based » Fee-schedule based supplemental payment » Payment per wRVU » Performance-based program support

- c. ProMedica will pay for the provision of administrative and patient care services, based on the proportion of the payment determined by the AAOG. The AAOG shall independently ensure that physician compensation policies and plans equitably credit the actual time, effort, contributions, and effectiveness of physicians in performing functions that advance the respective missions of the academic medical center and the COM&LS (e.g., clinical care, teaching/supervision, administration, and research).

Faculty Development

- a. Faculty development and preparation (both attending doctors and residents) to be effective teachers, leaders, and communicators.
- b. Advance ProMedica medical staff and other clinical staff through conferences, education, and development of a continuous learning environment that enables them access to cutting edge technologies, the latest advances in biomedical research in healthcare, and supports delivery of the highest levels of patient care at ProMedica.
- c. Contributing to the design of advanced patient care practice and clinical care protocols to improve the quality of care and reduce costs at ProMedica.

Branding Rights

- a. Compensate UT for ProMedica using UT brands and trademarks and to fund joint marketing campaigns, in accordance with the branding and marketing strategy for the Academic Affiliation to be developed by the Parties in accordance with Section 3.7, above.