

*Execution Version*

**ACADEMIC AFFILIATION AND TRANSITION 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 May 3, 2024**

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## **LIST OF EXHIBITS**

Exhibit 3.6	Transition Plan and Resident Allocation Agreement
Exhibit 3.9(a)	Medicare GME Affiliation Agreement
Exhibit 3.9(d)	Amended and Restated Master GME Affiliation Agreement
Exhibit 3.10	Amended and Restated Master UME Affiliation Agreement

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

**THIS ACADEMIC AFFILIATION AND TRANSITION AGREEMENT FOR THE UT COLLEGE OF MEDICINE AND LIFE SCIENCES** (this “**Agreement**”) is made and entered into as of the third day of May, 2024 (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 Russell J. Ebeid Children’s Hospital, formerly known as Toledo Children’s Hospital (“**Russell J. Ebeid 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**”);

**WHEREAS**, ProMedica and UT are parties to that certain Academic Affiliation Agreement dated as of August 26, 2015, as amended by that certain First Amendment to Academic Affiliation Agreement dated as of September 12, 2018, which governs the Parties’ academic and clinical affiliation (“**Original AAA**”) and collectively with the other agreements listed in Section 3.2, the “**Original Agreements**”);

**WHEREAS**, the Affiliation Agreements (hereinafter defined) will replace and supersede in all respects the Original Agreements; and

**WHEREAS**, the Parties intend to restructure their relationship (the “**Academic Affiliation**”) as provided herein, to be effectuated in accordance with this Agreement and other related ancillary agreements, consisting of a Transition Plan and Resident Allocation Agreement, Medicare GME Affiliation Agreement, Amended and Restated Master GME Affiliation Agreement, and Amended and Restated Master UME Affiliation Agreement (each of the foregoing hereinafter defined, and collectively with this Agreement, the “**Affiliation Agreements**”);

**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 share the following guiding principles with respect to 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) Support and enhance the COM&LS in missions of education and research;
- (e) Ensure that the overall care delivery model in the communities served by the Parties is high quality; and
- (f) 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 excellence.

## ARTICLE 2

### GOVERNANCE

Section 2.1. The Academic Affiliation Operating Group. The Parties have established an Academic Affiliation Operating Group (the “**AAOG**”), which will continue to assist the Parties in overseeing the Academic Affiliation under the terms of the Affiliation Agreements and carry out those responsibilities detailed in this Section 2.1. The AAOG shall report to the Chief Executive Officer (“**CEO**”) of ProMedica and the President of UT.

- (a) Number, Tenure and Qualifications; Removal; Resignation; Vacancies.
  - (i) The AAOG shall have four (4) members (“**Members**”). Each Party will appoint an equal number of Members to the AAOG. The UT Members (the “**UT Members**”) shall be the individuals holding the titles of the Dean of the COM&LS and the Senior Associate Dean for Clinical Affiliation; provided, that the President of UT may, at any time, replace any UT Member with an alternative individual and the foregoing positions shall automatically be updated with the equivalent position and title to the extent such position names and titles change over time. The ProMedica Members (the “**ProMedica Members**”) shall be the individuals holding the titles of the President of Acute Care and Chief Medical Officer, ProMedica; provided, that the CEO of ProMedica may, at any time, replace any ProMedica Member with an alternative individual and the foregoing position titles shall automatically be updated with the equivalent position and title to the extent such position names and titles change over time.

(ii) The chair of the AAOG (the “**Chair**”) shall be the Dean of the COM&LS (the “**Dean**”). 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 the ProMedica Chief Medical Officer, unless otherwise designated by the CEO 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 CEO of ProMedica. Because Members serve by virtue of their position and title at UT or ProMedica, as applicable, 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. If a Member no longer holds his or her qualifying position pursuant to Section 2.1(a)(i), such Member shall be automatically deemed to have been removed from the AAOG.

(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 CEO of ProMedica shall promptly appoint a successor. In both cases, the new UT Member or ProMedica Member, as applicable, will fulfill the position qualification of the vacated UT Member or ProMedica Member, as applicable, unless the President of UT or CEO of ProMedica, as applicable, decides otherwise.

(b) Rights and Powers. Subject to the reserved powers of ProMedica and UT as set forth in Section 3.4, the following matters related to the Academic Affiliation will require the affirmative action of the AAOG reflected in an affirmative vote or unanimous written consent, in accordance with the provisions of Section 2.1(f) and Section 2.1(g), as applicable:

(i) Overseeing academic programming at ProMedica sites and ensuring compliance with Accreditation Council for Graduate Medical Education (“**ACGME**”) and Liaison Committee on Medical Education (“**LCME**”) requirements and any other applicable accreditation standards for programs within the COM&LS;

(ii) Subject to the Transition Plan and Resident Allocation Agreement and the Dean’s full authority over COM&LS faculty appointments, allocating the number of UT-employed residents and fellows, including UT-employed dental and sports medicine residents and fellows (collectively, “**UT Residents**”), Dean-approved COM&LS faculty and COM&LS Students (hereinafter defined) among ProMedica sites;

(iii) Overseeing the creation and maintenance of an appropriate learning environment, including, but not limited to, review and actions on the adequacy and management of student and resident rotations, supervision, and evaluation;



(iv) Reviewing, no less than annually, COM&LS Student, UT Resident, COM&LS faculty, academic department chair and service line leadership feedback and accreditation status of training programs;

(v) Reviewing and approving, on an annual basis no later than March 15 of each year, any proposed revisions to the Transition Plan and Resident Allocation Agreement;

(vi) Reviewing and approving, on an annual basis no later than March 15 of each year, subject to compliance with the Transition Plan and Resident Allocation Agreement, (1) any requests or proposed changes to then-current UT Resident and/or COM&LS Student assignments, (2) any changes to UT Resident salaries and fringe benefits, and (3) modifications or changes to the assignment of Dean-approved COM&LS faculty to clinical and academic services at ProMedica sites to assure sufficient COM&LS faculty to conduct such clinical and academic services; provided, that individual COM&LS faculty appointments are under the exclusive purview of the Dean, not the AAOG;

(vii) Approving any new academic and research programs at ProMedica sites that may be established pursuant to Section 3.8(b);

(viii) Reviewing and following up on reports of UT Resident and/or COM&LS Student injuries to ensure appropriate management of environmental and occupational hazards; and

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

(c) Role of President of UT and CEO of ProMedica. When the AAOG considers matters involving Section 2.1(b)(ii), Section 2.1(b)(v), Section 2.1(b)(vi), Section 2.1(b)(vii), or Section 2.1(b)(ix) the President of UT and the CEO of ProMedica shall participate as additional, ad hoc Members of their respective organizations in the applicable AAOG meeting.

(d) Meetings. The AAOG shall meet periodically, but no less frequently than quarterly, unless otherwise determined by a majority of Members of the AAOG to carry out its responsibilities under this Agreement. 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 telephone or video conference, electronic or other virtual platform, or other similar communications equipment by means of which all persons participating in the meeting can hear each other (“**Virtual Participation**”), and participation in a meeting pursuant to this Section 2.1(d) shall constitute attendance and presence in person at such meeting. The AAOG shall keep and maintain minutes of all meetings of the AAOG.

(e) 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, conferencing software, 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. Each of the Chair and Vice-Chair must approve the agenda before it is

sent to the Members. The agenda shall be sent to the Members of the AAOG prior to the meeting along with the meeting notice. Notwithstanding the foregoing, any Member of the AAOG may add additional items 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 meeting.

(f) 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 one (1) ProMedica Member and one (1) UT Member of the AAOG are represented in person or by Virtual Participation; 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 make a recommendation pursuant to this Agreement, then either the ProMedica Members or the UT Members may declare a deadlock (a "**Deadlock**"). A Deadlock shall be treated as a Dispute pursuant to ARTICLE 6.

(g) 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 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 meetings of the AAOG. An action taken pursuant to this Section 2.1(g) 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.

(h) 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. Each Subcommittee shall have and exercise the authority that the AAOG grants to such Subcommittee, except that the AAOG shall not confer upon any Subcommittee the right, authority, or discretion to take any action on behalf of the AAOG subject to the voting procedures as set forth in Section 2.1(f) and Section 2.1(g). 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 and the Affiliation Agreements set forth the terms of 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. Termination of Existing Agreements. The Affiliation Agreements, supersede in their entirety the following agreements, which, as of the Effective Date, shall have no further force and effect:

- (a) Original AAA;
- (b) Original Transition Plan, dated as of July 15, 2015, as amended;
- (c) Master Graduate Medical Education Agreement, dated as of July 1, 2016; and
- (d) Master Undergraduate Medical Education Agreement, dated as of July 1, 2016.

Section 3.3. Sponsorship of Residency Programs. Subject to the terms of the Transition Plan and Resident Allocation Agreement, ProMedica may, directly or in affiliation with another sponsoring institution, offer other residency programs at Toledo Hospital or Russell J. Ebeid Children's Hospital; provided, that such other residency programs shall not materially and adversely affect any UT Resident's experience at a ProMedica facility. ProMedica may not take any action that may jeopardize the ACGME accreditation or be reasonably expected to result in an adverse or detrimental accreditation action against any residency or fellowship program sponsored by UT (each, a "**UT Residency Program**"). UT shall appoint the Designated Institutional Official ("**DIO**") for all UT Residency Programs, who shall be an Associate Dean of the COM&LS. ProMedica shall appoint the DIO for all residency programs sponsored by ProMedica. Both parties shall use their Best Efforts to create a positive learning environment for resident trainees that meets program accreditation requirements and is reflected in the annual resident survey. Nothing in the Affiliation Agreements restricts or limits ProMedica from collaborating with other learning institutions and/or sponsoring its own residencies and fellowships.

Section 3.4. 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 3.4(b) and Section 3.4(c), the approval of both UT, acting through the President of UT, and ProMedica, acting through the CEO of ProMedica, shall be required for any modifications to the Transition Plan and Resident Allocation Agreement.

(b) Reserved UT Powers. Except for the authority explicitly conferred upon the AAOG pursuant to the terms of this Agreement, UT retains all power and authority over its activities and operations, which include, without limitation:

- (i) all matters that are traditionally part of academic governance;
- (ii) provision of clinical care at non-ProMedica facilities;
- (iii) credentialing and privileging of medical staff at UT facilities;
- (iv) subject to Section 2.1(b), the nature, scope, and size of UT's residency, fellowship, and other educational programs or UT Residency Programs; provided, however, that any change to any such educational programs or UT Residency Programs (other than as set forth in the Transition Plan and Resident Allocation Agreement) that will have a material impact on the learners assigned to ProMedica facilities shall be discussed in advance with ProMedica;
- (v) admissions, curriculum content, academic affairs, academic conduct, and the education/assessment of clinical students at the COM&LS including, without limitation, medical students and other COM&LS students ("**COM&LS Students**") and UT Residents; and
- (vi) subject to Section 2.1(b), appointment and assignment of faculty members with responsibility for medical student and resident teaching, including assessing faculty qualifications, promotion, and tenure.

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. Except for the authority explicitly conferred upon the AAOG pursuant to the terms of this Agreement, ProMedica retains all power and authority over its activities and operations, which include, without limitation:

- (i) hiring, promotion, and termination of physicians with respect to their employment at ProMedica or an affiliate of ProMedica;
- (ii) appointment, reappointment, credentialing, privileging, and disciplinary processes and policies related to medical staff membership at ProMedica facilities, including the medical staff bylaws and the structure of the different classes of privileges; and
- (iii) collaborations with other institutions for clinical purposes, subject to ProMedica's obligation to meet the requirements of Section 3.3, Section 3.8(a) and Section 3.10 with respect to the UT Residency Programs and COM&LS Students, as applicable, at ProMedica sites.

Section 3.5. Placement of Learners at Non-ProMedica Facilities. Nothing in the Affiliation Agreements restricts or limits UT from placing any learners, including UT Residents, at any other clinical facility, including The University of Toledo Medical Center ("**UTMC**"). Subject to the terms of the Transition Plan and Resident Allocation Agreement, UT may place its learners at non-ProMedica facilities, such as UTMC, without the prior consent of ProMedica or the AAOG.

Section 3.6. Transition Plan. The Parties have mutually agreed to a transition plan and resident allocation agreement, which is attached hereto as Exhibit 3.6 and fully incorporated herein (as the same may be amended from time to time in accordance with this Agreement, the “**Transition Plan and Resident Allocation Agreement**”). Under the Transition Plan and Resident Allocation Agreement, the allocation of residency slots reimbursed by the Centers for Medicare & Medicaid Services (“CMS”) allocated to the UT Residency Programs (the “**UT Residency Slots**”) will decrease over time as set forth in Exhibit B to the Transition Plan and Resident Allocation Agreement such that by July 1, 2026, there will be a numerical complement of eighty-six (86) residency slots at ProMedica for the UT Residency Programs, which are aggregated to ProMedica under the Medicare GME Affiliation Agreement (the annual slots aggregated to ProMedica under the Medicare GME Affiliation Agreement pursuant to Exhibit B to the Transition Plan and Resident Allocation Agreement, the “**Aggregated Slots**”). Further, as set forth in Exhibit A to the Transition Plan and Resident Allocation Agreement, ProMedica agrees to continue to accept and UT agrees to continue to provide fourteen and fifty-four one-hundredths (14.54) full-time equivalent (“FTE”) dental residents, which correspond to the UT-employed dental residents (the “**Dental Residents**”) participating in the UT dental residency program. For purposes of calculating Aggregated Slots, Dental Residents shall not be included in the number of UT Residents or the number of Aggregated Slots. The resident to slot allocation ratio will be as set forth in Exhibit B to the Transition Plan and Resident Allocation Agreement unless otherwise calculated as described herein or the Transition Plan and Resident Allocation Agreement. Annually, the complement of residency slots reimbursed through Medicare direct graduate medical education and indirect graduate medical education payments, as set forth in Exhibit B to the Transition Plan and Resident Allocation Agreement (collectively, “**Medicare GME Payments**”) listed in each Medicare GME Affiliation Agreement, executed annually pursuant to Section 3.9(a), will decline and correspond with the annual allocation set forth in the Exhibit B to Transition Plan and Resident Allocation Agreement.

Section 3.7. Dental Residency Program. ProMedica is reimbursed for fourteen and fifty-four one-hundredths (14.54) FTE Dental Residents through ProMedica’s cost report, which represent residents enrolled in the UT dental residency program. Pursuant to Exhibit A to the Transition Plan and Resident Allocation Agreement, ProMedica will continue to accept the Dental Residents, who will continue to be UT Residents under the Affiliation Agreements. If ProMedica is unable to receive reimbursement for teaching the Dental Residents for any reason other than ProMedica’s refusal to accept Dental Residents or an act or omission by ProMedica that prevents ProMedica from accepting or receiving payment for teaching Dental Residents, the Academic Affiliation Payments shall automatically be reduced by an amount equal to the reimbursement amount for the number of FTE Dental Residents for which ProMedica is not reimbursed. The Parties agree that any such reduction in Academic Affiliation Payments shall not be deemed a limitation or restriction on UT’s ability to place learners for purposes of Section 3.5.

Section 3.8. Academic Programs.

(a) Availability and Maintenance of Facilities and Faculty. In accordance with the Transition Plan and Resident Allocation Agreement and terms of this Agreement, (i) ProMedica shall make available to UT the facilities of Toledo Hospital and Russell J. Ebeid Children’s Hospital and, as applicable, other ProMedica facilities as needed to serve as teaching, training, research, and clinical care sites in order to create and maintain an appropriate learning environment

in compliance with applicable ACGME, LCME, and other applicable accreditation standards; and (ii) UT shall furnish, and ProMedica shall accept, the placement of COM&LS Students and UT Residents at ProMedica facilities for clinical rotations, subject to the parameters of the Transition Plan and Resident Allocation Agreement and the Parties' compliance therewith. ProMedica shall maintain its facilities, equipment, and clinical and support services which host any academic programs under the Affiliation Agreements in a manner that (v) is consistent with the level of quality as of the Effective Date, (w) is fully licensed and accredited, (x) is reasonably adequate for the practice of the medical staff (including COM&LS faculty) and the needs of patients at such facilities, (y) complies with or exceeds standards and criteria outlined by the ACGME, LCME, and other applicable accreditation standards necessary for the COM&LS to maintain its accreditations, and (z) is an atmosphere consistent with a teaching facility. As outlined in the Transition Plan and Resident Allocation Agreement, ProMedica and UT will jointly ensure that the faculty necessary to provide appropriate oversight, supervision, evaluation, and as appropriate, graduated independence of learners, are made available to maintain the quality and accreditation of training programs. The Parties acknowledge that teaching teams are dependent on resident participation. Therefore, the Parties agree that if the number of UT Residents assigned to ProMedica is lower than the number of assigned UT Residents as set forth in Exhibit B to the Transition Plan and Resident Allocation Agreement for a given year during the Term, the number of COM&LS Students assigned to ProMedica will be reduced proportionally upon mutual agreement, pursuant to Section 2.1(b)(vi).

(b) Additional Academic and Research Programs. The Parties may consider developing and implementing new academic and research programs at ProMedica facilities on a specialty-by-specialty basis upon AAOG approval.

(c) Other Learners. Subject to the terms of the Transition Plan and Resident Allocation Agreement, other learners from UT may be placed at ProMedica facilities as agreed upon between ProMedica and each UT college that trains those learners.

### Section 3.9. GME Programs.

(a) ProMedica and UT entered into that certain Medicare GME Affiliation Agreement dated as of June 29, 2023, attached hereto as Exhibit 3.9(a) (the "**Medicare GME Affiliation Agreement**"), whereby UTMC and Toledo Hospital constitute a "Medicare GME Affiliated Group" as defined in 42 C.F.R. § 413.75(b), and UT has aggregated and reallocated the Aggregated Slots to ProMedica in the manner approved by the Parties. Annually, prior to July 1 of any calendar year during the Term, but subject to the Transition Plan and Resident Allocation Agreement and Section 3.6 of this Agreement, the Parties shall enter into a new Medicare GME Affiliation Agreement and shall file such Medicare GME Affiliation Agreement with CMS. The residency slots subject to aggregation under each annual Medicare GME Affiliation Agreement during the Term will correspond to the designated slots in Exhibit B to the Transition Plan and Resident Allocation Agreement. Each annually executed Medicare GME Affiliation Agreement shall be deemed an "**Affiliation Agreement**" and incorporated herein.

(b) ProMedica shall pay UT the difference between the total value of the Aggregated Slots and the Medicare GME Payments (which have been calculated on a three-year rolling basis) (the "**Shortfall**"). UT and ProMedica shall agree upon a projection for the Shortfall (the

“**Projected Shortfall**”) by July 1 of each fiscal year of the Term when a Shortfall is projected. Beginning August 1, ProMedica shall begin making quarterly payments equal to one-fourth of the total amount of the Projected Shortfall (in aggregate, the “**Interim Shortfall Payment**”). Upon UTMC’s submission of its annual cost report, the payment amount will be calculated in December for the previous fiscal year’s shortfall (the “**Actual Shortfall**”). If the Actual Shortfall is greater than the Interim Shortfall Payment, ProMedica shall pay UT the difference between the Actual Shortfall and the Interim Shortfall Payment within thirty (30) days after the calculation of the Actual Shortfall. If the Interim Shortfall Payment is greater than the Actual Shortfall, UT will pay ProMedica such amount within thirty (30) days after the calculation of the Actual Shortfall. If a Party fails to make a Shortfall-related payment in full within thirty (30) days of its due date, then interest shall accrue on the outstanding amount due at the Prime Rate until the date on which such Party has made the payment in full to the other Party. “**Prime Rate**” means the “prime rate” for the United States of America published in the Wall Street Journal on the due date of the invoice or the first business day thereafter that such interest rate is published in the Wall Street Journal.

(c) Subject to the terms of the Transition Plan and Resident Allocation Agreement, for UT Residents training at ambulatory clinics at ProMedica facilities, only ProMedica hospitals are allowed to include such training in their claims for Medicare GME Payments; provided, however, that UT may continue to submit claims for Medicare GME Payments for any UT Residents who continue rotating at UT facilities.

(d) ProMedica and UT entered into a master GME affiliation agreement of even date herewith, attached hereto as Exhibit 3.9(d) (the “**Amended and Restated Master GME Affiliation Agreement**”), which governs the clinical education experiences at ProMedica facilities for UT Residents. Notwithstanding the Term and Termination provisions in the Amended and Restated Master GME Affiliation Agreement, such agreement shall remain in force and shall have the same Term as this Agreement.

Section 3.10. Undergraduate Medical Education. ProMedica and UT entered into a master UME affiliation agreement of even date herewith, attached hereto as Exhibit 3.10 (the “**Amended and Restated Master UME Affiliation Agreement**”), in order to develop and implement clinical education experiences at ProMedica facilities for COM&LS Students. On an annual basis, ProMedica shall use Best Efforts to accept and accommodate pursuant to the Amended and Restated Master UME Affiliation Agreement and the Transition Plan and Resident Allocation Agreement the full complement of COM&LS Students in all undergraduate clinical education rotations at ProMedica facilities (the “**Clinical Rotations**”) to the extent that UT has placed UT Residents in UT Residency Programs at and COM&LS faculty are assigned to ProMedica facilities pursuant to the terms of the Transition Plan and Resident Allocation Agreement and ProMedica has accepted all UT Resident placements. The Parties acknowledge the number of COM&LS Students assigned to ProMedica is subject to adjustment pursuant Section 2.1(b)(vi) and Section 3.8(a). The Dean of COM&LS will be the overall administrator of the Clinical Rotations and will oversee the academic programming at ProMedica locations, including the assignment of COM&LS Students to Clinical Rotations. Notwithstanding the Term and Termination provisions in the Amended and Restated Master UME Affiliation Agreement, such agreement shall remain in force and shall have the same Term as this Agreement.

Section 3.11. Medical Staff Matters.

(a) ProMedica shall ensure that medical staff privileges at all campuses of Toledo Hospital and Russell J. Ebeid Children's Hospital are made available to UT employed 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 ProMedica Monroe Regional Hospital. Subject to the medical staff bylaws and any agreements with medical staff members, ProMedica shall continue to cause the UTP Faculty practicing at any ProMedica facility to be treated in a manner that is consistent with similarly situated medical staff members at such ProMedica facilities, including assignment of patients irrespective of ability to pay.

(b) UT will continue to make available to qualified ProMedica physicians who educate COM&LS Students and UT Residents faculty appointments under the COM&LS faculty category for the appointment of physicians of ProMedica Physician Group ("**PPG**") and other physicians of the medical staff of all campuses of Toledo Hospital, Russell J. Ebeid Children's Hospital, and ProMedica Monroe Regional Hospital to the clinical faculty of COM&LS. 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.

(c) 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. COM&LS faculty shall report to the Dean of the COM&LS and the applicable Academic Department Chair with respect to their academic appointments and responsibilities.

(d) The service line directors of the Toledo Hospital, Russell J. Ebeid Children's Hospital and other ProMedica health institutes and centers in each service that has a corresponding academic department in the COM&LS (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, respectively.

(e) 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 may consult with and seek the advice and input of the other.

(f) Academic Department Chairs and Service Line Directors shall work collaboratively to ensure an adequate training environment for learners and excellent, patient-centered, safe, and cost-effective care for patients in an environment of mutual respect for patients, families, staff, faculty, and physicians.



Section 3.12. EMR Platform. ProMedica shall provide access at no charge to UT Residents and other learners who require access to ProMedica's inpatient and outpatient electronic medical records ("EMR") platform as required to perform their duties for patients cared for at ProMedica sites not leased to or managed by UT.

Section 3.13. ProMedica Facilities. Subject to Section 5.5(a) and Section 5.5(b), in the event of a Change of Control of ProMedica (hereinafter defined) or if ProMedica divests its ownership (a "Divestiture") of Toledo Hospital or Russell J. Ebeid Children's Hospital as part of a single, or series of related transactions, ProMedica's obligations under this Agreement transfer in whole to the resulting or surviving entity as a result of the Change of Control of ProMedica or Divestiture, including a Successor Operator (hereinafter defined) (the "ProMedica Successor"); provided, however, prior to the Divestiture of any ProMedica Clinical Sites, ProMedica shall have the opportunity, subject to UT's approval, which shall not be unreasonably held, to relocate displaced UT Residents to another ProMedica site in Toledo, Ohio, such that such displaced UT Residents shall be able to continue their residency training in their respective specialties, with training, facilities, equipment, and clinical and support services consistent with the level of quality at the UT Residents' prior ProMedica site. ProMedica shall cause the ProMedica Successor to execute such instruments, joinders, or other documents as UT in its sole discretion determines necessary to effectuate the assignment, assumption, or transfer of ProMedica's obligations under this Agreement. Subject to Section 5.5(a) and Section 5.5(b), ProMedica's failure to fulfill its obligations under this Section 3.13 shall be deemed a material breach of this Agreement, and, notwithstanding ARTICLE 6, UT shall have the immediate right to seek enforcement of this Section 3.13 by a court of law through specific performance, an injunction, or other appropriate legal remedy, without the obligation to post a bond. If a ProMedica site, other than Toledo Hospital or Russell J. Ebeid Children's Hospital, at which UT Residents are trained by COM&LS faculty (each, a "ProMedica Clinical Site") undergoes a Divestiture, ProMedica shall relocate, subject to UT's approval, which shall not be unreasonably held, displaced UT Residents to another ProMedica site in reasonable proximity to the UT Residents' prior site, such that such displaced UT Residents shall be able to continue their residency training in their respective specialties, with training, facilities, equipment, and clinical and support services consistent with the level of quality at the UT Residents' prior ProMedica site.

## 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 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 to address the needs and to support the academic mission of the COM&LS.

This annual academic investment shall consist of explicit academic affiliation payments to UT described in Section 4.1(d) (the “**Academic Affiliation Payments**”). The Academic Affiliation Payments shall be in addition to the Resident Salary Payments (hereinafter defined) paid in accordance with Section 4.2 and the academic stipend(s) and expenses paid to physicians employed by ProMedica in accordance with Section 4.3. The Academic Affiliation Payments to UT shall not duplicate payments that UT receives from UTMC or UTP.

(c) Pursuant to that certain Action by Unanimous Written Consent dated June 29, 2023, and the subsequent course of dealing between the Parties, from the Effective Date through June 30, 2024, ProMedica shall pay to UT an Academic Affiliation Payment equal to Two Million Five Hundred Thousand dollars (\$2,500,000) per month payable on or before the fifth business day of each month.

(d) From July 1, 2024 to June 30, 2033, ProMedica shall pay an Academic Affiliation Payment of Thirty Million Dollars (\$30,000,000) each year, payable in equal monthly installments paid on or before the fifth business day of each month. If a monthly installment is not paid in full within thirty (30) days of its due date, then interest shall accrue on the outstanding amount due at the Prime Rate until the date on which ProMedica has provided payment. Except as explicitly provided herein, ProMedica’s obligation hereunder to make payments of the Academic Affiliation Payment is not subject to reduction or setoff. In the event of nonpayment of any undisputed Academic Affiliation Payment, UT may immediately enforce this payment obligation through a court of law by seeking specific performance, an injunction, or other appropriate legal remedy, without the obligation to post a bond. Payment of any outstanding Academic Affiliation Payments shall be inclusive of any interest due thereon pursuant to this Section 4.1(d).

(e) Notwithstanding the foregoing, if ProMedica is not assigned the number of Aggregated Slots as described in the Transition Plan and Resident Allocation Agreement in a given year during the Term for any reason (e.g., sale of UTMC, CMS does not approve the assignment of Aggregated Slots to ProMedica), the Academic Affiliation Payment will be reduced in proportion to the reduction in the number of slots allocated to ProMedica. For example, if ProMedica is allocated eighty-six (86) Aggregated Slots in the Transition Plan and Resident Allocation Agreement and CMS only approves the assignment of 76 Aggregated Slots to ProMedica (i.e., an 11.6% reduction), then the Academic Affiliation Payment will be reduced by 11.6%.

Section 4.2. Resident Salary and Benefit Payment. In addition to the annual Academic Affiliation Payments, ProMedica shall reimburse UT for the actual documented salaries and fringe benefits of UT Residents training at any ProMedica facility based on the numerical complement of completed and documented assignments of filled active UT Residents established each year pursuant to the Transition Plan and Resident Allocation Agreement and actually assigned to ProMedica facilities (the “**Resident Salary Payments**”). Notwithstanding anything herein to the contrary, the Resident Salary Payments shall consist of the actual documented salaries and fringe benefits for each UT Resident, without any additional fee or dean’s tax. UT shall send a monthly invoice to ProMedica for the amount it incurred for such salaries and fringe benefits and ProMedica shall pay all undisputed portions of such invoices within ninety (90) days. Any disputed amounts owed shall be resolved under the dispute resolution provisions in ARTICLE 6. Upon payment, ProMedica shall pay to UT the final settlement amount for the disputed payments *plus*

interest accruing and compounding daily at the Prime Rate from the original payment date through the date of actual payment.

Section 4.3. Academic Stipends. ProMedica shall be responsible for the payment of academic stipend(s) and expenses to clinical physicians employed by ProMedica. Notwithstanding the foregoing, COM&LS will be responsible for the payment of academic stipend(s) and expenses when UT has engaged a clinical physician employed at ProMedica or an affiliate of ProMedica in an academic leadership or administrative role, including but not limited to, a clerkship director, associate or assistant director or residency program director associate or assistant director for a UT GME or UME program, but only to cover the relevant stipend(s) and/or expenses for such service in the administrative role. The terms of such payments shall be set forth in a separate instrument mutually agreed and executed by the Parties (or relevant parties thereto).

Section 4.4. Payment During Teach-Out Period. In the event that the Parties enter into a Teach-Out Period (hereinafter defined), (i) ProMedica shall pay UT a portion of the then-current Academic Affiliation Payment, adjusted pro rata based on the total number of Aggregated Slots from a baseline of Aggregated Slots at the time that the Teach-Out Period commences and (ii) UT shall ensure that ProMedica is allocated the Aggregated Slots, adjusted pro rata based on the total number of filled FTE active UT Residents (not including Dental Residents) at ProMedica facilities from a baseline of FTE UT Residents (not including Dental Residents) at ProMedica facilities at the time that the Teach-Out Period commences and using the then-current ratio of UT Residents (other than Dental Residents) to Aggregated Slots set forth in Exhibit B to the Transition Plan and Resident Allocation Agreement. Such pro rata adjustment will be made after adjustments to the Academic Affiliation Payment are made pursuant to Section 3.7, if any. By way of example, if the number of Aggregated Slots at the beginning of the Teach-Out period is eighty-six (86) Aggregated Slots and in the second year of the Teach-Out Period there are sixty-four and five tenths (64.5) Aggregated Slots, then the then-current Academic Affiliation Payment (i.e., after adjustments made pursuant to Section 3.7, if any) would decrease by twenty-five percent (25%). During the Teach-Out Period, ProMedica shall continue to be responsible for payment of Resident Salary Payments pursuant to Section 4.2 and academic stipends paid under Section 4.3 for any clinical physicians employed by ProMedica with a continuing role in any UT GME or UME programs, and UT shall continue to be responsible for academic stipends paid under Section 4.3 for any ProMedica-employed clinical physicians continuing to serve in an academic or administrative role with respect to the UT GME or UME programs. Pursuant to the Termination Plan (hereinafter defined), ProMedica shall continue to make Shortfall payments as set forth in Section 3.9(b).

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 (hereinafter defined).

(b) UT covenants that, throughout the Term of this Agreement, all payments made between and among UT, UTP, and UTP Faculty shall be in accordance with all Regulatory Laws and an applicable exception to the Stark Law (hereinafter defined), as applicable. Further, UT

covenants that, throughout the Term of this Agreement, each member of 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

### TERM AND TERMINATION

Section 5.1. Term. Unless earlier terminated as set forth in this ARTICLE 5, the term of this Agreement shall terminate on June 30, 2033 (the “Term”).

Section 5.2. Termination for Material Breach. Either Party may terminate this Agreement at any time upon the material breach of this Agreement by the other Party, provided, that the non-breaching Party provides at least thirty (30) days prior written notice of the breach to the breaching Party, and the breaching Party does not cure the breach within the thirty (30) day notice period; provided, further, that if the nature of the alleged breach is such that it cannot be cured within thirty (30) days, this Agreement shall extend for an additional thirty (30) days if the breaching Party is taking or has taken substantial steps (within said thirty (30) day period) to cure the alleged breach and the breaching Party is diligently pursuing such steps.

Section 5.3. Termination for Regulatory Change. Either Party may terminate this Agreement in accordance with Section 7.2(b), subject to the Transition Plan and Resident Allocation Agreement.

Section 5.4. Termination by ProMedica.

(a) 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 UT Board of Trustees immediately prior to such transaction does 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.

(b) 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.

(c) 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 within such three hundred sixty (360) day period. To the extent ProMedica does not receive Medicare GME Payments due to the loss of accreditation by the COM&LS, ProMedica may deduct from the Academic Affiliation Payments an amount equal to such Medicare GME Payments. In the event that UT loses its accreditation from the Commission on Dental Accreditation, only UT Residency Programs for dental medicine at ProMedica sites may be

terminated. Such loss of accreditation shall (i) not serve as an independent basis for termination of this Agreement and (ii) automatically cause the Academic Affiliation Payments to be reduced by an amount equal to the reimbursement amount for the 14.54 FTE Dental Residents on ProMedica's cost report, provided, that such loss of accreditation is not attributable to any act or omission of ProMedica.

(d) 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 within such three hundred sixty (360) day period.

#### Section 5.5. Termination by UT.

(a) Change of Control of ProMedica. ProMedica shall provide UT with at least one hundred eighty (180) days' prior written notice of any proposed 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 does not comprise at least a majority of the governing body of 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. If a Change of Control of ProMedica occurs, the obligations of ProMedica under this Agreement transfer in whole to the ProMedica Successor pursuant to Section 3.13. In the event that ProMedica provides UT with notice of a Change of Control of ProMedica, UT reserves the right to terminate this Agreement upon sixty (60) days' prior written notice to ProMedica. In the event UT exercises the foregoing termination option, the provisions of Section 3.13 shall not bind any ProMedica Successor.

(b) Divestiture of Toledo Hospital or Russell J. Ebeid Children's Hospital. Subject to Section 3.13, if ProMedica seeks a Divestiture of Toledo Hospital or Russell J. Ebeid Children's Hospital to a third party ("**Successor Operator(s)**") as part of a single, or series of related transactions, ProMedica agrees that consummation of any such transactions will be conditioned upon (i) the Successor Operator's or Successor Operators' agreement to (1) continue to operate Toledo Hospital and/or Russell J. Ebeid Children's Hospital with and in furtherance of UT's academic mission and (2) comply with and be bound by the applicable terms of this Agreement, including, without limitation those obligations set forth in ARTICLE 3 and ARTICLE 4, and the Transition Plan and Resident Allocation Agreement and (ii) if applicable pursuant to Section 10.5, ProMedica's agreement to act as a guarantor in accordance with Section 10.5. UT reserves the right to terminate this Agreement upon sixty (60) days' prior written notice to ProMedica if ProMedica elects to (x) discontinue the operations of Toledo Hospital or Russell J. Ebeid Children's Hospital or (y) divest its ownership of Toledo Hospital or Russell J Ebeid Children's Hospital.

(c) 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 within such three hundred sixty (360) day period.

Section 5.6. Renewal. No later than June 30, 2031, the Parties shall convene to determine whether to (i) renew this Agreement according to its terms; (ii) enter into a modified agreement that will govern the Academic Affiliation upon the conclusion of the Term; or (iii) permit this Agreement to terminate pursuant to Section 5.1. If, by January 1, 2031, the Parties have not (a) executed an amendment to this Agreement to effectuate clause (i) of the preceding sentence or (b) executed a new agreement pursuant to clause (ii) of the preceding sentence, this Agreement shall terminate pursuant to Section 5.1 without any other actions of the Parties.

Section 5.7. Effect of Termination. Upon termination of this Agreement for any reason in this ARTICLE 5, the Parties will implement a termination transition plan proposed by UT, subject to ProMedica's approval, which shall not be unreasonably withheld, delayed, or conditioned (the "**Termination Plan**"), to finally unwind the Academic Affiliation. The Termination Plan shall ensure the continuation of any programs involving COM&LS Students and UT Residents or other educational and training programs until all then-current COM&LS Students, UT Residents, and other trainees have completed their respective programs (the "**Teach-Out Period**"), ensure that payments from ProMedica to UT are made in accordance with Section 4.4, and address, as applicable, the matters contemplated by the Transition Plan and Resident Allocation Agreement, including the assignment of COM&LS faculty and the allocation of the Aggregated Slots to ProMedica and placement of Dental Residents at ProMedica during the Teach-Out Period. The Parties shall consider and address other actions as may be in the best interests of such learners. The Termination Plan shall comply with applicable ACGME, LCME, and other accreditation requirements to allow COM&LS Students and UT Residents to complete their programs uninterrupted. During the Teach-Out Period and under the Termination Plan, ProMedica shall ensure that UT Residency Programs and other educational programs, including undergraduate medical education programs, continue in terms of curricular discipline, number, schedule, and location of assignments, with the same resources available to such COM&LS Students, UT Residents, and other trainees as were available prior to effectuation of the Termination Plan, reduced in proportion to the number of trainees that remain. In addition, the Termination Plan shall effectuate the orderly termination of functions under the Affiliation Agreements, and resolve any outstanding financial, operational, clinical, or other issues related to the Affiliation Agreements. At any point, if the Parties have not agreed on the Termination Plan, either Party may engage a third-party independent consultant with expertise in UME and GME to assist in the development and finalization of the Termination Plan. The Parties will bear equally the cost of such consultant. Notwithstanding anything herein to the contrary, ProMedica may not take any action that may jeopardize UT's ACGME, LCME, or other accreditation or be reasonably expected to result in an adverse or detrimental accreditation action against any UT Residency Program or other COM&LS academic program. Each Party shall provide to the other Party the support, cooperation, and access to records necessary to implement the Termination Plan.

## ARTICLE 6

### DISPUTE RESOLUTION

Section 6.1. General. If any claim, controversy, dispute, or disagreement arising out of, or relating to the Academic Affiliation or any of the Affiliation Agreements, including the material breach thereof, 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 6. Notwithstanding anything herein to the contrary, in the event of nonpayment of any payment obligations under ARTICLE 4, UT may immediately enforce ProMedica's payment obligations through a court of law by seeking specific performance, an injunction, or other appropriate legal remedy, without the obligation to post a bond, in accordance with Section 4.1(d).

**Section 6.2. Informal Negotiation.**

(a) Without diminishing the rights of UT set forth in Section 6.1, any Dispute involving the payment of amounts due to a Party under this Agreement or the Affiliation Agreements ("**Financial Dispute**") shall be submitted first to the Parties' respective chief financial officers, who will use their commercially reasonable efforts to resolve such Dispute within ten (10) business days of such submission. If a Financial Dispute cannot be resolved, such Financial Dispute may, at the election of both Parties, be submitted to the Resolution Committee for resolution as described Section 6.2(b).

(b) Subject to the initial process set forth in Section 6.2(a), all Disputes arising under the Affiliation Agreements shall be submitted first to the AAOG, inclusive of the President of UT and CEO of ProMedica, which will use its commercially reasonable efforts to resolve such Dispute within thirty (30) days of such submission. If 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 (the "**Resolution Committee**"), who shall meet and confer in good faith to attempt to resolve the Dispute. If the Resolution Committee is unable to resolve the Dispute within thirty (30) days (the "**Informal Negotiation Period**"), the Parties shall proceed with arbitration as set forth in Section 6.3; provided, that the Parties may extend the Informal Negotiation Period upon mutual agreement.

**Section 6.3. Arbitration.** In the event the Resolution Committee is unable to resolve a Dispute pursuant to Section 6.2 within thirty (30) days after commencement of the informal negotiation process, either Party may cause the matter to be submitted to arbitration in accordance with the following procedures. All Disputes arising from or relating to this Agreement may be resolved by binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules (the "**AAA Rules**"). The arbitration shall be held in the State of Ohio before a panel of three arbitrators with substantial experience in matter of the dispute. The Expedited Procedures of the AAA Rules shall apply to any Dispute that relates to the following: (i) changes to the then-current number of COM&LS Students, UT Residents, and other trainees participating in educational programs at ProMedica facilities; (ii) allocation of UT Residents among ProMedica sites; (iii) Section 3.3 of this Agreement; (iv) any action taken by a Party that alleged to violate the Best Efforts standard (hereinafter defined); and (v) questions related to whether UT, ProMedica, the AAOG, or other persons have the power or authority to adjudicate an issue under this Agreement. For all other disputes subject to arbitration, the dispute shall be resolved by submission of documents, unless the arbitrator(s) determines, or the Parties agree, that an oral hearing is necessary. Judgment upon the award entered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If the Dispute remains unresolved after a period of one hundred eighty (180) days of arbitration, either Party may exercise any other remedies available at law or set forth in this Agreement, including termination of this Agreement, subject to ARTICLE 5.

Section 6.4. Non-Binding Mediation. Notwithstanding the foregoing, any Dispute involving matters which are prohibited by law from being subject to arbitration shall be submitted to non-binding mediation. In the event that the Parties are unable to resolve such a Dispute pursuant to Section 6.2, 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 6.2 (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 neither Party delivers a Mediation Notice within thirty (30) days following the Informal Negotiation Period set forth in Section 6.2 or if the Parties are unable resolve a Dispute within ninety (90) days from the delivery of a Mediation Notice, then either Party may pursue litigation in a court with competent jurisdiction.

Section 6.5. Injunctive or Provisional Relief. Notwithstanding anything to the contrary in this ARTICLE 6, any Party may seek a temporary restraining order, specific performance, or other interim or injunctive or provisional relief from a court of proper jurisdiction without first resorting to the dispute resolution procedures set forth in this ARTICLE 6.

Section 6.6. Survival. This ARTICLE 6 shall survive termination or expiration of this Agreement for a period of three (3) years after the effective date of such termination or expiration; provided, however, that with respect to any claim or other matter for which notice has been timely given within such three (3)-year period, the period shall be extended until the final resolution of such claim or other matter.

## ARTICLE 7

### COMPLIANCE

Section 7.1. 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 7.2. 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-7af, 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 (“**IRS**”) 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, CMS, the Office of Inspector General of HHS (“**OIG**”), the Office of Civil Rights of HHS, or the IRS.

Section 7.3. 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 7.4. 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 Party hereto regarding the receipt of such request and seek its relevant input regarding such request.

(b) To the extent required by the Regulatory Laws, 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 7.4 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 7.5. 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 the Affiliation Agreements, including but not limited to the Toledo Hospital and Russell J. Ebeid Children's Hospital (e.g., The Joint Commission) (without material qualifications) necessary for the performance of its obligations under the Affiliation Agreements. 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 Affiliation Agreements. 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 7.6. 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 8

### CONFIDENTIALITY

Section 8.1. 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 8.1 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 8.1, 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 8.2. 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 8, 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 8.3. 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 8.1 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 9

### REPRESENTATIONS AND WARRANTIES

Section 9.1. 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 9.2. 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 9.3. 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 9.4. 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 9.5. 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 10

### MISCELLANEOUS

Section 10.1. 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 10.2. 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 10.3. Amendment. This Agreement may only be amended in a writing signed by authorized representatives of the Parties.

Section 10.4. 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 10.5. Guarantee. In the event of a Divestiture that (1) is an asset sale or transaction in which the Successor Operator(s) do not take assignment of this Agreement and the Affiliation Agreements or (2) the Successor Operator's or Successor Operators' credit rating is worse than ProMedica as determined by any rating agency at the time of the Divestiture, ProMedica absolutely and unconditionally guarantees the Successor Operator's or Successor Operators' obligations under ARTICLE 3 and ARTICLE 4, subject to UT's consent otherwise. In such circumstances, ProMedica agrees that UT shall not be obligated to exhaust its remedies against the Successor Operator or Successor Operators in the event of a default in payment by the Successor Operator or Successor Operators under the terms of this Agreement, and that, upon the occurrence of such a default, UT may proceed directly against ProMedica to recover the amount of such payment obligation. ProMedica's failure to fulfill its obligations under this Section 10.5 shall be deemed a material breach of this Agreement, and notwithstanding ARTICLE 6, UT shall have the immediate right to seek enforcement of this Section 10.5 by a court of law through specific performance, an

injunction, or other appropriate legal remedy, without the obligation to post a bond. The terms of this Section 10.5 shall survive termination of this Agreement.

Section 10.6. 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  
100 Madison Ave.  
Toledo, Ohio 43604  
Attn: Chief Executive Officer  
Fax: (419) 469 3597

*With copies to:*

ProMedica Health System  
Corporate Legal Services  
100 Madison Ave.  
Toledo, Ohio 43604  
Attn: Chief Legal Officer/General Counsel  
Fax: (419) 469 3597

Jones Day  
325 John H. McConnell Blvd., Suite 600  
Columbus, Ohio 43215  
Attn: Jeffrey L. Kapp, 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 and Life Sciences Fax:  
(419) 383 6100

*With copies to:*

The University of Toledo  
University Hall, UH 3620, Main  
Campus  
2801 W. Bancroft Street  
Toledo, OH 43606  
Attn: Vice President and General  
Counsel  
Email: charles.jake@utoledo.edu  
Fax: (419) 530 8545

Ropes & Gray LLP  
10250 Constellation Boulevard  
Los Angeles, CA 90067  
Attn: Torrey J. McClary, Esq.  
Email:  
Torrey.McClary@ropesgray.com

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 10.7. 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 10.8. 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 10.9. 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 10.10. 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 10.11. 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 10.12. 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 10.13. Severability. Except as otherwise provided in Section 7.2, 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 10.14. 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 10.15. 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 10.16. 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 10.17. 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 reasonably necessary in the circumstances to perform or satisfy said obligation or duty. Without limiting the foregoing, Best Efforts requires, with respect to such obligation or duty, that the Party: (i) promptly assign responsibility for such obligation to specific employee(s) who are held accountable for progress and monitor such progress on an on-going basis, (ii) set objectives for carrying out such obligations, and (iii) determine and allocate sufficient resources (including expenditures) to advance progress with respect to such objectives. Best Efforts does not mean that a Party will be required to institute arbitration or litigation as part of its Best Efforts.

Section 10.18. 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. In the event of any conflict or inconsistency between this Agreement and any Affiliation Agreement, the terms of this Agreement shall control.

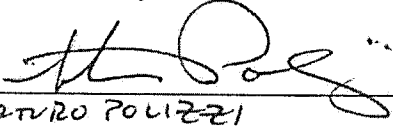
*\* \* \* \* Remainder of Page Blank / Signature Page Follows \* \* \* \**



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

**PROMEDICA:**

**ProMedica Health System, Inc.**

By:   
Name: ARTURO POLIZZI  
Title: Pres./CEO

**UT:**

**The University of Toledo**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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: \_\_\_\_\_  
Name:  
Title:

By: Gregory C. Postel, MD  
Name: Gregory C. Postel, MD  
Title: President.

**EXHIBIT 3.6**

**Transition Plan and Resident Allocation Agreement**

See attached.

**EXHIBIT 3.9(a)**

**Medicare GME Affiliation Agreement**

See attached.

**EXHIBIT 3.9(d)**

**Amended and Restated Master GME Affiliation Agreement**

See attached.

**EXHIBIT 3.10**

**Amended and Restated Master UME Affiliation Agreement**

See attached.