

NINTH AMENDED AND RESTATED
OPERATING AGREEMENT
OF
ONECARE VERMONT
ACCOUNTABLE CARE ORGANIZATION, LLC

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**NINTH AMENDED AND RESTATED
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OF
ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC**

This Ninth Amended and Restated Operating Agreement of ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC (this "Agreement"), a limited liability company organized under the laws of the State of Vermont (the "Company"), is made by and between the Company and The University of Vermont Health Network Inc., a Vermont nonprofit corporation ("UVM Health Network") (the "Member").

Background

A. The University of Vermont Medical Center Inc. ("UVM Medical Center") and Dartmouth-Hitchcock Health ("D-HH") formed the Company to operate an ACO (as defined in Section 1.7(a) below) that participates in federal and state ACO Programs (as defined in Section 1.7(c) below), and that may engage in other accountable care activities that are consistent with this purpose, including arrangements with commercial payers and self-insured health plans.

B. The Company was organized under Chapter 21 of Title 11 of the Vermont Statutes Annotated (said statute, which has since been reconstituted as Chapter 25 of Title 11 of the Vermont Statutes Annotated).

C. The Company's operating affairs have been governed by that certain Operating Agreement of OneCare Vermont Accountable Care Organization, LLC, dated as of August 3, 2012 (the "Operating Agreement"), as further amended and restated.

D. The Member and the Company wish to amend and restate the Eighth Operating Agreement as specified in this Agreement, to recognize the withdrawal of D-HH and the transfer of the sole remaining Membership Interest from UVM Medical Center to UVM Health Network.

In consideration of the foregoing premises, and the covenants and agreements herein contained, the parties do hereby agree as follows:

**ARTICLE I
FORMATION**

1.1 Name. The name of the limited liability company governed by this Agreement is OneCare Vermont Accountable Care Organization, LLC (the "Company").

1.2 Formation of Company. The Company was organized under the Act by filing Articles of Organization with the Vermont Secretary of State.

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1.3 Principal Office. The initial principal office of the Company is located at 356 Mountain View Drive, Suite 301, Colchester, Vermont 05446.

1.4 Registered Office and Registered Agent. The registered office of the Company in the State of Vermont, and the registered agent of the Company, shall be as set forth in the Articles of Organization filed with the Secretary of State of the State of Vermont.

1.5 Term of Company. The Company shall continue until dissolved and terminated by operation of law or in accordance with this Agreement.

1.6 Purpose of Company.

(a) Nonprofit and Tax-Exempt Purpose. The Company is organized and shall be operated exclusively for charitable, educational, literary, and scientific purposes within the meaning of section 501(c)(3) of the Code, as specified in the Articles of Organization, including but not limited to the lessening the burdens of government and the promotion of health. Within the limitations established by the preceding sentence, and in furtherance of such non-profit and tax-exempt purposes, the Company may do any and all other acts and things and exercise any and all other rights and powers which may be reasonably necessary, incidental, desirable, or expedient in the accomplishment of its charitable, education, literary, and scientific purposes, including for such purposes the making of distributions of property or cash to governmental units and organizations that qualify as exempt organizations under section 501(c) of the Code.

(b) Organization of ACO. In furtherance of the nonprofit and tax-exempt purposes described in Section 1.6(a) above, the Company shall, among its activities, pursue governmental sponsored value based payment arrangements, such as the Vermont All Payer Model (as defined in Section 1.7(i) below), or other governmental or commercial-payer value-based payment programs, and engage in other similar activities that are consistent with these purposes, including ACO activities and healthcare-reform activities.

(c) Restrictions on Company Activities.

(i) The Company shall not carry on any activities that are not permitted to be carried on by an organization exempt from taxation pursuant to section 501(c)(3) of the Code (such organization a “501(c)(3) Organization”).

(ii) No substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation (it being acknowledged, however, that the Company may make, as well as revoke, a section 501(h) election), and the Company shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in

opposition to) any candidate for public office.

(iii) The Company shall not merge with or convert into a for-profit entity.

(iv) No part of the net earnings of the Company shall inure to the benefit of, or be distributable to private persons except that the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.6(a) above.

(d) Other Company Activities. Subject to the provisions of Section 1.6(a), (b), and (c) above, the Company shall be permitted to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

1.7 Definitions. Capitalized terms used in this Agreement have the meanings given to them throughout this Agreement. The following terms have the meanings given to them below:

(a) “ACO” or “Accountable Care Organization” means an organization of ACO Participants that has a formal legal structure, is identified by a federal taxpayer identification number, and agrees to be accountable for the quality, cost, and overall care of the beneficiaries and other patients assigned to it (as specified in 18 V.S.A. § 9373(16)).

(b) “ACO Participant” and “Participant” means a healthcare provider who has, through a written agreement, agreed to participate in one or more ACO Programs and collaborate with an ACO to improve quality of care and patient experience, and manage costs, and, in general, attributes lives.

(c) “ACO Program” means a contractual arrangement between an ACO and a payer for population health management through an alternative payment arrangement or otherwise.

(d) “All Payer Model Agreement” means that certain Vermont All-Payer Accountable Care Organization Model Agreement, by and among CMS, the Governor of Vermont, the Green Mountain Care Board, and the Vermont Agency of Human Services, dated as of October 27, 2016, as may be amended or restated from time to time

(e) “Clinical Model” means the Company’s guidelines, processes, and procedures for quality and cost effectiveness founded on three interrelated and mutually supporting elements of quality performance measure management, care coordination, and clinical data sharing, and clinical and patient management plans that: (i) promote evidence based medicine, (ii) foster patient engagement, (iii) provide for reporting on quality and cost, (iv) require and facilitate the coordination of clinical care among providers and suppliers, and (v) adopt a patient-centeredness focus.

(f) “CMS” means the Centers for Medicare & Medicaid Services.

(g) “Preferred Provider” means a healthcare provider who has, through a written agreement, agreed to participate in one or more ACO Programs and collaborate with an ACO to improve quality of care and patient experience, and manage costs, and, in general, does not attribute lives.

(h) “Qualified” means, with respect to an ACO Participant or a Preferred Provider, that such ACO Participant or Preferred Provider participates in at least one the Company’s core programs as defined annually in the Company’s ACO Core Programs policy, as may be amended from time to time.

(i) “Vermont All Payer Model” means the test by which Medicare, Medicaid, and commercial payers located in Vermont incentivize healthcare value and quality with a focus on health outcomes through arrangements with an ACO, as specified in the Payer Model Agreement.

ARTICLE II MEMBERS; MEMBERSHIP INTERESTS

2.1 Members; Membership Interests; Units.

(a) Members. The Member is a 501(c)(3) Organization.

(b) Contribution. The Member has contributed to the Company the cash and/or property described on Schedule 2.1 of this Agreement.

(c) “Membership Interest” Defined. For purposes of this Agreement, the “Membership Interest” of a Member includes: (i) the Member’s status as a Member; (ii) all other rights, benefits, and privileges enjoyed by the Member under the Act, the Articles of Organization, or this Agreement in its capacity as a Member, including that Member’s rights to vote, consent, and approve and otherwise to participate in the management of the Company; and (iii) all obligations, duties, and liabilities imposed on the Member, if any, under the Act, the Articles of Organization, or this Agreement in its capacity as a Member.

(d) Forfeiture of Membership Interest by Member. If a Member ceases to be a 501(c)(3) Organization, such Member’s Membership Interest shall automatically and immediately be forfeited to the Company.

(e) Member Enforcement of Rights in Company. Each Member will expeditiously and vigorously enforce all of its rights in the Company under the Act and any other applicable

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law, and will pursue all legal and equitable remedies to protect such Member's interest in the Company and enforce the terms of this Agreement.

2.2 Prohibition on Distributions. The Company shall not distribute any assets to any Member who, at the time of distribution, is not a 501(c)(3) Organization.

ARTICLE III ACCOUNTING

3.1 Fiscal Year of Company. The fiscal year of the Company shall be the calendar year.

3.2 Accounting Method. The Company books shall be kept on the accrual basis method of accounting.

3.3 Records and Reports. Proper and complete books of account of the Company business shall be kept at the Company's principal office and shall be open to inspection by any of the Members or their authorized representatives at any reasonable time during business hours.

3.4 Annual Reports. Within 120 days after the end of each fiscal year, the Company shall furnish to each Member information sufficient to enable the Members to prepare their individual federal and state income tax returns.

3.5 Annual Report to Vermont Secretary of State. Within two and one-half months after the end of each fiscal year, the Company shall file with the Vermont Secretary of State an annual report in compliance with section 4033 of the Act.

ARTICLE IV MANAGEMENT

4.1 Board of Managers.

(a) Size and Composition of Board. Except for powers specifically reserved to the Members in this Agreement, or by non-waivable provisions of the Act, the business and affairs of the Company shall be under the exclusive management and control of a board of up to 21 Managers (collectively, the "Board of Managers" or "Board" and each, individually, a "Manager"). At least 75% of the Managers must be Participants or Preferred Providers, or designees of Participants or Preferred Providers. The size and composition of the Board may be modified from time to time, with the consent of the Members and a supermajority vote of the Board, to reflect changes in the number and composition of ACO Participants, or for other

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reasons deemed appropriate by the Members and Board. Initially, the Board shall comprise the following Managers:

(i) 3 Managers appointed by the Member, as follows (such Managers, the “Appointed Managers”):

(x) 3 Managers appointed by UVMHealth Network;

(ii) Up to 18 Managers elected by the Managers already serving on the Board and nominated according to the procedures set forth below:

(x) Up to 4 Managers who shall serve as consumer representatives, nominated by the Executive Committee (as defined in Section 4.4(b) below) and representing:

(i) 1 Medicare beneficiary;

(ii) 1 Medicaid representative;

(iii) commercial insurance beneficiary of each insurer that has both an ACO Program with the Company and the market share required by the Green Mountain Care Board for a Board representative;

(y) Up to 3 at-large Managers nominated by the Executive Committee;

(z) Up to 11 Managers nominated as follows, provided that each nominated Manager and nominating entity specified below must be Qualified:

(i) 1 Manager nominated by an ACO Participant that is an academic medical center located in New Hampshire and serving Vermonters;

(ii) 1 Manager nominated by an ACO Participant that is an academic medical center located in Vermont and serving Vermonters;

(iii) 2 Managers jointly nominated by ACO Participants who are Federally Qualified Health Centers;

(iv) 1 Manager nominated by ACO Participants that are Critical Access Hospitals located in Vermont, provided that such ACO Participants are not affiliated with a Member;

- (v) 1 Manager jointly nominated by ACO Participants that are Community Prospective Payment System hospitals located in Vermont;
- (vi) 2 Managers jointly nominated by ACO Participants that are independent private physician practices, provided that at least one of such Managers is a practicing primary care physician in an ACO Participant;
- (vii) 1 Manager jointly nominated by Preferred Providers that are also skilled nursing facilities;
- (viii) 1 Manager jointly nominated by Preferred Providers that are also home health or home health and hospice agencies; and
- (ix) 1 Manager jointly nominated by Preferred Providers that are designated by the Vermont Department of Mental Health to provide mental-health and substance-abuse treatment.

(b) Voting; Procedure. Within the Board of Managers, each Manager shall have 1 vote. The Board shall take action as a single body, and no Manager shall take any action individually on behalf of the Company, except as may be authorized by the vote or consent of the Board. Except for those Board decisions requiring Supermajority Approval (as defined in Section 4.2 below), all decisions to be made and actions to be taken by the Board shall be determined by the affirmative vote of a majority of the Managers on the Board.

(c) Terms. Upon appointment, each Manager shall serve for a three year term. Except for the Appointed Managers, who are not subject to term limitations, each Manager may be appointed for up to three consecutive terms. Each Manager's service will be subject to the assessment of the Board and the entity(-ies) that nominated such Manager upon the conclusion of such Manager's three year term. The Managers will have staggered terms as determined by the Board from time to time.

(d) Removal/Replacement. An Appointed Manager may be removed and/or replaced by the Member that appointed such Appointed Manager. All other Managers may be removed and/or replaced by a majority vote of the Board. Vacancies on the Board, whether occurring as a result of a Manager's resignation or removal, shall be filled as set forth in Section 4.1(a) above, pursuant to the nomination and election procedure that was used to nominate and elect the

departing Manager.

(e) No Compensation; Expense Reimbursement. Except as may be provided in a written agreement approved by a majority of the Board, no Manager other than consumer representatives shall be entitled to compensation from the Company for serving as Manager. Each Manager, however, shall be reimbursed for all expenses incurred by the Manager in furtherance of the business of the Company and consumer representatives may receive a reasonable stipend.

4.2 Actions Requiring Supermajority Approval of Board. Notwithstanding any other provision of this Agreement to the contrary, without the approval of a supermajority of the Board, which for purposes of this Agreement means the vote of two-thirds (2/3) or 66.67% or more of the Managers eligible to vote, including the vote of at least one of the Appointed Managers appointed by UVM Health Network (such approval, a "Supermajority Approval"), the Company shall not take any of the following actions:

- (a) Sell, gift, exchange, lease, mortgage, transfer or otherwise dispose of any real or tangible property of the Company (or any interest therein) with a value in excess of \$100,000;
- (b) Purchase any real or personal property with a value in excess of \$100,000;
- (c) Execute any instrument, ACO Program Agreement, or take any action to bind the Company to any fixed or contingent obligation in excess of \$100,000;
- (d) Borrow money on behalf of the Company in excess of \$100,000 or issue any evidence of indebtedness in connection therewith or secure any such indebtedness by mortgage, deed of trust, pledge, or other lien on Company assets;
- (e) Guarantee the payment of money or the performance of any contract by another person or entity where the obligation to pay or perform exceeds \$100,000;
- (f) Sue on, defend, or compromise any and all claims or liabilities in favor of or against the Company for an amount in excess of \$100,000; submit any or all such claims or liabilities to arbitration; and confess a judgment against the Company in connection with any litigation in which the Company is involved for an amount in excess of \$100,000; or
- (g) Merge or consolidate the Company with another entity;
- (h) Adopt or create any kind of incentive compensation plan for employees or consultants of the Company;
- (i) Make a loan to any person or entity for any amount;

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- (j) Amend or modify the Articles of Organization or the provisions of this Agreement;
- (k) Admit any person as a Member of the Company except as provided in Section 6.1 below;
- (l) Dissolve the Company or liquidate the assets of the Company;
- (m) Adopt the annual operating or capital budget for the Company, make any expenditure greater than \$100,000 that is not included as a line item in an approved operating or capital budget of the Company (notwithstanding any other provisions, expenditures in approved budgets do not require additional approval);
- (n) Adopt or materially modify the Clinical Model, or any plan for the allocation of programmatic shared savings or shared risk in the ACO;
- (o) Adopt any strategic plan for the Company;
- (p) Execute any contract with a monetary value in excess of \$100,000;
- (q) Appoint or dismiss the Chief Executive Officer or the Chief Compliance Officer of the Company; or
- (r) Any other Material Action. For purposes of this Agreement, the term "Material Action" shall mean any action that is determined by a Member, in its discretion, to involve a material change to the operations of the Company or that has a financial impact upon a Member greater than \$100,000.

4.3 Meetings of the Board of Managers.

(a) Regular Meetings. Regular meetings of the Board may be held on such dates and at such times as shall be determined by the Board. Notice of the establishment of such regular meeting schedule, and of any amendments thereto, shall be given to any Manager that was not present at the meeting at which such schedule or amendment was adopted or that did not execute the written consent in which such schedule or amendment was adopted. No other notices of such regular meetings need be given.

(b) Special Meetings. Special meetings of the Board may be called by any two (2) Managers. Any such meeting shall be held on such date and at such time as the Managers calling such meeting shall specify in the notice of the meeting, which shall be delivered to each other Manager at least 2 (two) days prior to such meeting. Neither the business to be transacted at, nor

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the purpose of, such special meeting need be specified in the notice (or waiver of notice) of such meeting.

(c) Quorum. A majority of the Board shall constitute a quorum for the purpose of conducting a meeting of the Board, it being understood that any and all actions by the Board shall nevertheless require the affirmative vote of the majority of the total number of members of the Board eligible to vote (or Supermajority Approval of the total number of members of the Board eligible to vote in the case of the actions described in Section 4.2 above).

4.4 Board Structure; Governance.

(a) Board Chair.

(i) Election. The Board shall elect, at a regular or special meeting, with Supermajority Approval, a Chair of the Board (the "Chair"). The Chair must be an Appointed Manager .

(ii) Term. The term of the Chair shall be for 2 years, renewable by the Board for a second two-year term. The term of the Chair shall be limited to two, 2-year terms, provided that a Manager may be re-elected Chair after a period of 1 year.

(iii) Duties and Responsibilities. The Chair shall be responsible for (a) planning and presiding over Board meetings; (b) organizing the business of the Board and setting the annual Board calendar; (c) serving as principal liaison between the Board and the officers of the Company; (d) serving as the primary spokesperson of the Board; and (e) performing such other duties and having such other powers as may be provided by the Board. The Chair shall undertake such other powers and duties as may be delegated from time to time by the Board or granted or imposed by law.

(iv) Removal and Resignation. The Chair may be removed at any time, with or without cause, by a vote of the Board (with Supermajority Approval). The Chair may resign the position at any time by giving written notice to the Board. Such resignation shall be effective upon delivery, unless a later date is specified in the notice. In the absence of the Chair at any meeting of the Board of Managers, a temporary Chair shall be selected by the Managers present and shall act for the purposes of the meeting as the Chair. The Chair will automatically cease to be the Chair of the Board if the individual serving as Chair ceases to be a member of the Board of Managers for any reason.

(b) Board Committees. The Board may appoint committees pursuant to the procedures detailed in the Company's Bylaws for the Governance of the Board of Managers, as may be amended from time to time (the "Bylaws").

(i) Executive Committee. The Executive Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) making recommendations to the Board regarding the governance, strategy and operations of the Company, and (ii) undertaking such tasks as may be specified in the charter of the Executive Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Executive Committee and approved by a supermajority of the Board. The Executive Committee shall have no authority to act on behalf of the Board except as specifically provided in a writing approved by a supermajority of the Board.

(ii) Population Health Strategy Committee. The Company has formed a Population Health Strategy Committee that includes Managers as well as representatives of ACO Participants and representatives from the health care providers in the continuum of care. The Population Health Strategy Committee will assure that there is a population health management strategy in place and will oversee the Clinical Model. The Population Health Strategy Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) setting, overseeing, and enforcing the Company's population health management plan and the Clinical Model, and providing strategic input and monitoring to ensure there is a highly reliable strategy in place to deliver on such model while being guided by the quadruple aim of improving population health, improving the individual's experience of care, improving clinician experience, and lowering costs, and (ii) undertaking such tasks as may be specified in the charter of the Population Health Strategy Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Population Health Strategy Committee and approved by the Board.

(iii) Audit Committee. The Audit Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) making recommendations to the Board regarding the oversight of the Company's risk management, financial reporting, compliance, and audit functions and (ii) undertaking such tasks as may be specified in the charter of Audit Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Audit Committee and approved by the Board.

(iv) Finance Committee. The Finance Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) reviewing the financial operations of the Company and making recommendations to the Board to ensure that the financial operations enable the Company's purpose of achieving high quality, coordinated, and efficient health care delivery across the Company beneficiary population and (ii)

undertaking such tasks as may be specified in the charter of Finance Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Finance Committee and approved by the Board.

4.5 Officers of the Company. Subject to Section 4.2(s) above, the Board of Managers shall appoint a Chief Executive Officer (“CEO”) to manage the day to day affairs of the Company and a Chief Compliance Officer (“CCO”) to oversee the Company’s compliance with applicable laws and regulations. The CEO and CCO shall report to the Board of Managers. Subject to Section 4.2(s) above, the Board of Managers may remove the CEO or CCO at any time upon the Board’s determination, in its sole discretion, that either officer is not fulfilling his or her duties.

(a) Chief Executive Officer. The CEO shall manage the day to day affairs of the Company, including directing the implementation of the Clinical Model. The CEO shall be responsible for establishing the Company’s capital and operating budgets for review and approval by the Board of Managers. The CEO shall hire the personnel and engage suppliers necessary to fulfill the Company’s purposes. The CEO shall develop and maintain the Company’s network of health care providers and supporting organizations.

(b) Chief Compliance Officer. The CCO shall report directly to the Board of Managers and may not be legal counsel for the Company. The CCO shall be responsible for creating, implementing and enforcing the Company’s compliance plan, which shall be updated regularly to provide for changes in laws or regulations and shall provide reporting mechanisms, including anonymous reporting, of suspected compliance problems. The CCO shall provide regular compliance training to the Company’s ACO Participants and their providers and suppliers.

4.6 Actions Requiring Member Approval. Notwithstanding any other provision of this Agreement to the contrary, without unanimous approval of all Members (in addition to any approval from the Board required by this Agreement), the Company shall have no right or power to take any of the following actions:

- (a) Amend the Articles of Organization;
- (b) Admit a new Member of the Company; or
- (b) Sell, merge or consolidate with another entity, or agree to consolidate ACO activities with another entity.

4.7 No Time Commitment of Members Required. No Member in its capacity as a Member shall be required to devote time to the Company.

4.8 No Authority or Agency. Except as authorized by the Board, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

4.9 No Interest of Members in ACO Program. No Member shall be a member in or have a direct or indirect equity or a similar interest in any ACO that is not the Company's ACO that participates in any ACO Program if holding such interest would cause the Company to no longer be eligible to participate in that ACO Program.

4.10 Related Party Dealing. The Company is free to enter into agreements, written or oral, with parties related to or affiliated with any Manager or Member provided such agreements are not unfair to the Company and do not constitute an "excess benefit transaction" within the meaning of section 4958 of the Code.

4.11 Action By Written Consent. Any action by the Board or Members may be taken without a meeting provided such action is evidenced by one or more written consents by the requisite number or percentage of Managers or Members, as the case may be, having authority to take such action under this Agreement, and each Manager or Member, as the case may be, is given prior or contemporaneous written notice of the actions recited in the written consent(s).

4.12 Resolution of Disputes; Deadlock. If the Board of Managers is unable to obtain Supermajority Approval of any matter requiring Supermajority Approval, or to obtain majority approval of any matter requiring such approval, and such lack of approval results in a deadlock and inability to agree (any such matter being referred to herein as a "Disputed Matter"), then either party may resort to the following process for resolving the Disputed Matter:

(a) Special Committee. The Disputed Matter shall first be referred to a three-person Special Committee comprising the Board Chair, the Chief Executive Officer and one other Manager of the Company selected by Supermajority approval but who is not an Appointed Manager or a Manager appointed by an academic medical center (the "Special Committee"). The Special Committee shall then promptly meet with each other in person to attempt in good faith to resolve the Disputed Matter by unanimous agreement. The Special Committee shall apply the following principles in its consideration of the Disputed Matter: (i) alignment with the Company's current strategic plan; (ii) optimizing compliant performance in the Company's program agreements and contractual arrangements; and (iii) fairness in the allocation of ACO expenses (if applicable), rewards, investments and resource allocation among the ACO Participants. If the Special Committee is able to reach a decision on the Disputed Matter by unanimous agreement, its decision shall be final and binding.

ARTICLE V
LIABILITY OF MANAGERS; INDEMNIFICATION

5.1 Limitation of Manager's Liability. A Manager shall not be liable to any other Manager or to the Company by reason of any act or omission to act in connection with Company business except in the case of gross negligence or willful misconduct.

5.2 Indemnification.

(a) Subject to any limitations imposed by the Act and Section 5.2(b) below, the Company shall indemnify each Manager against judgments, fines, amounts paid in settlement, and expenses (including all attorney's fees) reasonably incurred by the Manager in any civil, criminal or investigative proceeding in which the Manager is involved or threatened to be involved by reason of being a Manager or Member of the Company; provided that the Manager has acted (or failed to act) in good faith, within what is reasonably believed to be the scope of such Manager's authority, and for a purpose which such Manager reasonably believed to be the best interests of the Company. To the extent that a Manager is successful on the merits or otherwise in defense of any such proceeding or in defense of any claim or matter therein, such Manager shall be deemed to have acted in good faith and in a manner he or she believed to be in the best interests of the Company; provided, however, that if a manager is not successful on the merits that shall not be, in and of itself, a determination that the Manager did not conduct himself or herself in good faith. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Members, or otherwise.

(b) Notwithstanding the foregoing, the Company shall not pay or reimburse any person under this Section 5.2 (including the payment of liability insurance premiums for the purpose of making any such payment or reimbursement) for any expense which is not reasonably incurred by the person in connection with a civil judicial or civil administrative proceeding arising out of the person's performance of services on behalf of the Company (within the meaning of Treasury Regulation § 53.4948-4(b)(1)(ii)(B)(2) or comparable provisions of subsequent regulations) or which results from an act or failure to act with respect to which the person has acted willfully and without reasonable cause (within the meaning of Treasury Regulation § 53.4948-4(b)(1)(ii)(B)(2) or comparable provisions of subsequent regulations) unless (i) the Board of Managers has first determined that such payment or reimbursement, when added to all other economic benefits provided to the person and included in the determination of reasonableness of compensation paid to the person under section 4958 of the Code, will not result in the payment of unreasonable compensation under section 4958 to such person and (ii) such amount is included in the person's compensation for the year in which the amount is paid.

**ARTICLE VI
ADMISSION OF NEW MEMBERS**

6.1 Admission of New Members.

(a) Members Must Be 501(c)(3) Organizations. Each Member must be a 501(c)(3) Organization.

(b) Admission of New Members. A new Member may be admitted to the Company upon approval by the Board (with Supermajority Approval) and unanimous written consent of the Members.

(c) Execution of Operating Agreement. Any such person or entity shall be admitted as a new Member upon the execution and delivery to the Company by such person or entity of a counterpart of this Agreement and such other documents as the Board may deem necessary or desirable to evidence such party's agreement to be bound by all of the terms and provisions of this Agreement.

**ARTICLE VII
TRANSFERS OF MEMBERSHIP INTERESTS**

7.1 General Restrictions on Transfer. No Membership Interest may be transferred directly or indirectly to a person that is not a 501(c)(3) Organization.

7.2 Transfer of Membership Interests Prohibited. Unless there is only one (1) Member, subject to Section 7.1(a) above, no Membership Interest may be transferred, in whole or in part, by a Member at any time without the unanimous written consent of the remaining Members. Any transfer or assignment of Membership Interest will be reflected by attaching revised versions of Schedules 2.1.

**ARTICLE VIII
DISSOCIATION**

8.1. Events of Dissociation. A Member shall be dissociated from the Company as provided in this Section 8.1 or upon the occurrence of any of the events specified in section 4081 of the Act. Subject to the preceding sentence, no dissociation by a Member shall be considered wrongful, except: (i) a dissociation that occurs during the term of the Participation Agreement by and between the Company and CMS, dated as of December 18, 2017, as may be amended or restated from time to time; (ii) expulsion of a Member pursuant to section 4081(4) of the Act; (iii) expulsion of a Member pursuant to section 4081(5) of the Act; or (iv) a Member's becoming a debtor in bankruptcy, execution of an assignment for the benefit of creditors, or otherwise dissociating pursuant to section 4081(6) of the Act.

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8.2 Forfeiture of Membership Interest. Upon a Member's dissociation from the Company, such Member's Membership Interest shall be automatically and immediately forfeited to the Company.

ARTICLE IX DISSOLUTION

9.1 Dissolution Events. Upon the occurrence of any of the following events, the Company shall be dissolved:

- (a) By a vote to dissolve the Company by the holders of 75% or more of the Membership Interests;
- (b) The dissociation of a Member if the remaining Member(s) do not affirmatively vote to continue the Company within 120 days of the date on which the Company and the remaining Member(s) have actual notice of the event of dissociation; or
- (c) An operation of law that dissolves the Company, or decree of judicial dissolution.

9.2 Effect of Dissolution. Upon the dissolution of the Company, the continuing operation of the Company's activities shall be confined to those actions reasonably necessary to wind up the Company's affairs, discharge its obligations, and preserve and distribute its assets.

9.3 Distribution of Net Assets Upon Dissolution.

(a) Distribution at Discretion of Members to 501(c)(3) Organizations or Governmental Entities. Upon the dissolution and liquidation of the Company, the net assets of the Company shall be distributed, at the discretion of the Board of Managers, to one or more 501(c)(3) Organizations which best promote the tax-exempt purposes of the Company, subject to the restriction that no distribution will be made which would subject the Company to any termination tax. The Company shall not distribute any assets to any Member who, at the time of distribution, is not a 501(c)(3) Organization.

(b) Judicial Distribution. Any assets not so disposed pursuant to Section 9.3(a) above shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Company is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are described in section 501(c)(3) of the Code and are organized and operated exclusively for the purposes which best promote the purposes of the Company.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1 Amendments. This Agreement may be amended in a writing signed by all of the Members. Any amendment to this Agreement must be consistent with section 501(c)(3) of the Code, as may be amended from time to time.

10.2 Notices. Any written notice to the Member or to the Company required or permitted under this Agreement shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, first class postage pre-paid, return receipt requested, and addressed to the addressee at the address stated below, or at the most recent address specified by written notice given to the sender by the addressee under this section.

If to Company:

356 Mountain View Drive, #301 Colchester, VT 05446
Attn: Chief Executive Officer

If to a Member:

To the address specified on Schedule 10.2 of this Agreement

10.3 Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties. Each counterpart shall be deemed an original instrument as against any party who has signed it.

10.4 Governing Law; Jurisdiction. This Agreement is executed in and intended to be performed in the State of Vermont and the laws of that state (other than as to choice of laws) shall govern its interpretation and effect. Each Member consents to the exclusive in personam jurisdiction of the courts of the State of Vermont and the United States District Court for the District of Vermont in connection with any claim or dispute arising under or in connection with this Agreement.

10.5 Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in this Agreement.

10.6 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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10.7 Entire Agreement. This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

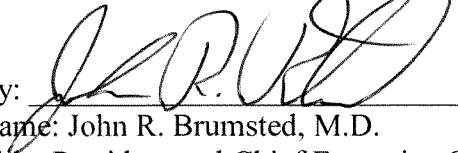
[Signature Page Follows.]

IN WITNESS WHEREOF, the Company and the Members have caused this Agreement to be executed on date(s) specified below, effective as of the Effective Date.

MEMBERS:

The University of Vermont Health Network Inc.

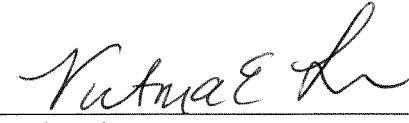
Dated: 10/1, 2021

By: 
Name: John R. Brumsted, M.D.
Title: President and Chief Executive Officer

COMPANY:

OneCare Vermont Accountable Care Organization, LLC

Dated: 10/1, 2021

By: 
Name: Victoria E. Loner
Title: Chief Executive Officer

[Signature Page to Ninth Amended and Restated Operating Agreement.]

**SCHEDULE 2.1
TO
OPERATING AGREEMENT
OF
ONECARE ACCOUNTABLE CARE ORGANIZATION, LLC**

CONTRIBUTIONS TO COMPANY

The Members have contributed the following cash and/or property to the Company:

MEMBER		CASH OR PROPERTY CONTRIBUTED
UVM Health Network		\$25,000
TOTALS		\$25,000

**SCHEDULE 10.2
TO
OPERATING AGREEMENT
OF
ONECARE ACCOUNTABLE CARE ORGANIZATION, LLC**

NOTICES

UVM Health Network:

462 Shelburne Road
Burlington, VT 05401
Attn: Chief Executive Officer

with a copy to General Counsel at the same address.