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

Effective January 15, 2019

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OF
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This Sixth Amended and Restated Operating Agreement of ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC ("Agreement"), a limited liability company organized under the laws of the State of Vermont, is made by and among the Company, The University of Vermont Medical Center Inc., a Vermont nonprofit corporation ("UVM Medical Center"), and the designee(s) of Dartmouth Hitchcock Health, a New Hampshire nonprofit corporation, listed on Schedule 12.2 (such designees, "D-HH") (hereinafter UVM Medical Center and D-HH are each referred to as a "Member" and collectively referred to as the "Members").

Background

UVM Medical Center and D-HH have agreed to organize and operate an Accountable Care Organization ("ACO") that will participate in federal and state ACO programs and that may engage in other accountable care activities that are consistent with this purpose, including with commercial payors, and managed care plans. In furtherance of this goal, UVM Medical Center and D-HH have agreed to form the Company to organize and operate an ACO.

N O W, T H E R E F O R E, 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 formed by filing Articles of Organization with the Vermont Secretary of State which were amended and restated by the filing of the Amended and Restated Articles of Organization (the "Articles") with the Secretary of State of the State of Vermont on August 3, 2012, pursuant to Chapter 21 of Title 11 of the Vermont Statutes Annotated (said statute, as may be amended from time to time, and any successor thereto, is hereinafter referred to as the "Act").

1.3 Principal Office. The initial principal office of the Company shall be located at 356 Mountain View Drive, #301, Colchester, VT 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 filed with the Secretary of State of the State of Vermont.

1.5 Term of Company. The Company shall be an "at-will company" within the meaning of Section 3001(2) of the Act. The Company shall begin on the date of this Agreement and shall continue until dissolved and terminated by operation of law or in accordance with this Agreement.

1.6 Purpose of Company. The purpose of the Company shall be to organize and operate an ACO that is eligible to and will participate in the MSSP, NextGen Program, Vermont All Payer Model or other governmental payor value based payment programs and to engage in other accountable care activities that are consistent with this purpose, including accountable care organization activities involving commercial payors, state Medicaid programs or plans and managed care plans, and to engage in any other lawful business or activity for which limited liability companies may be formed under the Act. This statement of purpose shall not in any way limit or restrain the activities of the Company, which may engage in any activity which may be conducted by a limited liability company formed under Vermont law as determined from time to time by the Board of Managers (defined at Section 6.1).

ARTICLE II
CAPITAL STRUCTURE; CONTRIBUTIONS TO COMPANY

2.1 Initial Capital Contributions by Members. Each Member shall contribute to the capital of the Company the cash and/or property described on Schedule 2.1 of this Agreement in exchange for the number of Units specified on Schedule 2.1. The "Units" held by a Member shall represent the relative percentage interest (as a percentage of the total Units issued and outstanding) of the Member in the profits and losses of the Company. A Member may own, hold, and vote fractional or whole Units. The Member's interest in the capital of the Company shall be reflected in the Member's capital account maintained pursuant to Section 5.3 of this Agreement. For purposes of this Agreement, the "membership interest" of a Member includes (i) the Member's status as a Member, (ii) the Member's interest in the profits and losses of the Company (as represented by Units), (iii) the Member's interest in the capital of the Company (as reflected in the Member's capital account), (iv) 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 (v) 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, including any obligations to make capital contributions.

2.2 Commitment to Make Additional Capital Contributions. In the event that the Board of Managers determines that the capital of the Company is or is likely to become insufficient for the conduct of the Company's business within the next 12 months, the Board shall, by written notice to the Members (a "Call Notice"), call for additional contributions of capital to the Company by the Members. The contributions shall be payable in cash no later than the date specified in the notice, and no sooner than thirty (30) days after the Call Notice is given. Each Member shall be liable to the Company for that portion of the additional capital specified in the Call Notice which bears the same percentage relationship to the total capital specified in such notice as the Units held by the Member bears to the total number of Units issued and outstanding; provided, however, that no Member shall be obligated (without such Member's consent) to make an additional capital contribution in excess of $250,000 per fiscal year. The failure of any Member to make any required capital contribution on a timely basis shall constitute a default under this Agreement and entitle the Company to pursue all legal remedies for such a default.

2.3 Loans by Members to the Company. Any Member may, with the approval of the Board, advance monies to the Company for use in its operations, on such terms as the parties may arrange. If an advance is made but terms are not specifically provided, the advance shall be payable upon demand (after 15 days advance notice), and interest shall accrue at the prime rate of interest as set forth in the "Money Rates" section of The Wall Street Journal (Eastern Edition) (hereinafter the "WSJ Rate") on the date such loan is made. Advances shall be deemed a loan by the Member to the Company and shall not be deemed a capital contribution.

2.4 Contributions, Withdrawal of Capital Prohibited. Without the unanimous consent of the Board, no Member may (i) make additional contributions of capital to the Company (other than those specified in Section 2.2 above), (ii) withdraw capital from the Company, (iii) lend or advance money to or for the Company's benefit, or (iv) receive interest on his, her or its capital contribution.

ARTICLE III
ALLOCATION OF PROFITS AND LOSSES

3.1 General. The Company's profits and losses shall be allocated among the Members pro rata based on the number of Units held by the Member as a percentage of the total Units issued and outstanding.

3.2 Allocation Provisions Required by Treasury Regulations. Notwithstanding the allocation provided in Section 3.1, the following allocation rules shall apply and modify the allocation provided for in Section 3.1:

(a) In the event that any Member receives an unexpected allocation of loss or deduction or an unexpected adjustment, allocation, or distribution described in Treas. Reg. §§ 1.704-1(b)(2)(ii)(d) (4), (5), or (6) that results in a deficit balance in such Member's capital account in excess of (i) the amount such Member is obligated to restore, if any, and (ii) the amount such Member is deemed to be obligated to restore pursuant to Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5), such Member shall be allocated items of income or gain in the amount necessary to eliminate such excess as quickly as possible. This provision is intended to qualify as a "qualified income offset" as defined in Treas. Reg. §1.704-1(b)(2)(ii)(d).

(b) If there is a net decrease in the Company's minimum gain as defined in Treas. Reg. § 1.704-2(d) during a taxable year of the Company, then the capital accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This provision is intended to comply with the minimum gain chargeback requirement of Treas. Reg. § 1.704-2(f) and shall be interpreted consistently with such intention. In any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Company shall, if requested by any Member, seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treas. Reg. § 1.704-2(f)(4).

(c) Any credit or charge to the capital account balances of the Members pursuant to this section shall be taken into account in computing subsequent allocations of profits and losses pursuant to section 3.1 so that the net amount of any items charged or credited to capital accounts pursuant to this section shall, to the extent possible, be equal to the net amount that would have been allocated to the capital account balance of each Member pursuant to the provisions of this Article if the special allocations required by this section had not occurred.

(d) Except as permitted by the Treasury Regulations governing the allocation of non-recourse deductions or as permitted by the "qualified income offset" rules of Treasury Regulation § 1.704-1(b)(2)(d), no allocation shall be made to any Member which causes or increases a deficit balance in such Member's capital account.

(e) Allocations of profit and loss shall otherwise comply with the Treasury Regulations under section 704 of the Internal Revenue Code of 1986, as amended (the "Code" or "I.R.C.").

3.3 Optional Revaluation of Company Property. Upon a contribution of money or property to the Company by a new or existing Member as consideration for an interest in the Company, or upon a distribution of money or property by the Company to a retiring or

continuing Member as consideration for a capital interest in the Company, the Board may elect to increase or decrease the respective capital accounts of all Members to reflect a revaluation of Company property on the books of the Company, provided that:

(a) Such adjustments must be based on the fair market value of the property on the date of adjustment;

(b) The adjustments reflect the manner in which the unrealized income, gain, loss, or deduction inherent in such property (that has not been reflected in the capital accounts of the Members previously) would be allocated among the Members if there were a taxable disposition of such property for such fair market value on the adjustment date;

(c) Thereafter, the capital accounts of the Members are adjusted in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(g) for allocations to them of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to such property; and

(d) Thereafter. the Members' distributive shares of depreciation, amortization, and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and the book value of such property in the same manner as under I.R.C. § 704(c) and Treas. Reg. § 1.704- 1 (b)(4)(i).

3.4 "Profits and Losses" Defined. For purposes of this Agreement, the Company's "profits and losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income or loss (or items thereof such as expenditures, costs, deductions or other items recognized for book purposes but not tax purposes) of the Company that is exempt from federal income tax and not otherwise taken into account in computing profit or loss pursuant to this section shall be added to or deducted from such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing profit or loss pursuant to this section, shall be subtracted from such taxable income or loss;

(c) In the event the book basis of any Company asset is adjusted pursuant to an optional revaluation of Company property (as permitted by Treas. Reg. § 1.704-1(b) (iv) (f) (an "optional revaluation"), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss (if any) would be recognized for federal income tax purposes shall be computed by reference to the book basis of the property disposed of or adjusted pursuant to the optional revaluation; and

(e) In lieu of the depreciation, amortization, or other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account depreciation, amortization or other cost recovery deductions for such fiscal year or other period computed with reference to the book basis of the asset as provided for under Treas. Reg. § 1.704-1(b)(iv)(f) and (g).

3.5 Tax Allocations. In accordance with Code Section 704(c) and the Regulations thereunder, items of income, gain, loss and deduction with respect to property contributed to the capital of the Company, shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution. All other items of income, gain, loss and deduction for income tax purposes shall be allocated among the Members in the same manner as the allocation of similar items of profits and losses as provided for under this Article.

3.6 Opt-Out Election Under Partnership Audit Rules. The Members hereby agree, if the Company is permitted to "opt-out" under the partnership audit rules pursuant to Section 6221(b) of the Code (added to the Internal Revenue Code pursuant to the Bipartisan Budget Act of 2015, P.L. 114-74, 11/2/2015) to execute any and all documents necessary to effectuate an "opt-out" under Section 6221(b) of the Code (hereinafter the "Opt-Out Election").

3.7 Partnership Representative. Until changed by the Board of Managers, the CEO of the Company shall serve as the "partnership representative" of the Company within the meaning of Section 6223(a) of the Internal Revenue Code and shall, among other things, execute any and all documents to make the Opt-Out Election described in Section 3.6 of this Agreement.

ARTICLE IV
DISTRIBUTIONS TO MEMBERS

4.1 Distributions. Distributions shall be made at such times and in such amounts as determined by the Board after establishing adequate reserves for anticipated operating expenses and capital expenditures.

4.2 Limitations on Distributions. Notwithstanding any of the provisions of this Article, in the event that any distribution provided herein or otherwise agreed upon by the Board would leave the Company with insufficient funds to meet its obligations as they become due (or otherwise insufficient under section 3056(a)(2) of the Act), such distribution shall not be made to the extent it would cause an insufficiency. Determinations under this section shall be made by the Board based on financial statements reflecting a fair valuation of the Company.

ARTICLE V
ACCOUNTING

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

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

5.3 Capital Accounts. An individual capital account shall be maintained for each Member in accordance with Treasury Regulation § 1.704-1(b)(2)(iv).

5.4 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.

5.5 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.

5.6 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 3161 of the Act.

ARTICLE VI
MANAGEMENT

6.1 Board of Managers.

(a) Size and Composition of Board. Except for powers specifically reserved to the Members by Sections 6.1(b) and 6.6 of 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 twenty-one (21)managers (collectively the "Board of Managers" or "Board" and each, individually, a "Manager"). At least 75% of the Managers must be

Participants, Preferred Providers or designees of Participants or Preferred Providers. The Board of Managers shall be comprised of the following Managers:

(i) three (3) Managers appointed by UVM Medical Center,

(ii) three (3) Managers appointed by D-HH,

(iii) three (3) Managers designated as program beneficiaries as required by ACO program agreements with payors, which can include one (1) Manager designated as a Medicare beneficiary, one (1) Manager designated as a Medicaid beneficiary, and one (1) Manager designated as a beneficiary of commercial insurance,(collectively "consumer Managers") all of whom must not have conflicts of interest with the Company, and not have an immediate family member who has a conflict of interest with the Company, and who are elected by the managers,

(iv) nine (9) at-large Managers of whom shall be nominated as follows and elected by the managers: (a) two (2) Managers shall be nominated jointly by qualified ACO Participants that are Federally Qualified Health Centers ("FQHCs"); (b) one (1) Manager shall be jointly nominated by qualified ACO Participants that are Critical Access hospitals located in Vermont and not affiliated with the University of Vermont Health Network or D-HH; (c) one (1) Manager shall be jointly nominated by qualified ACO Participants that are Community Prospective Payment System ("PPS") hospitals, located in Vermont, and not affiliated with the University of Vermont Health Network or D-HH; (d) two (2) Managers shall be jointly nominated by ACO Participants that are qualified independent private practices and other independent qualified ACO Participants, and must be a practicing physician in one of those Participants and at least one of which must be a primary care practitioner (e) one (1) Manager shall be nominated by qualified ACO Participants or Preferred Providers that are skilled nursing facilities; (f) one (1) Manager shall be nominated by qualified ACO Participants or Preferred Provides that are home health agencies; and (g) one (1) Manager shall be jointly nominated by qualified ACO Affiliate Participants or Preferred Providers that are Designated Agencies for the provision of mental health/substance abuse providers, and

   a. A "qualified" ACO Participant or Preferred Provider is one whose organization is in at least one of the ACO's Core Programs as annually defined by policy. Preference will be given to seating managers whose organizations are in all Core programs as defined annually by policy.

(v) three (3) at large Managers who shall be elected by the managers.

Within the Board of Managers, each individual Manager shall have one (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 provided in Section 6.2 of this

Agreement), 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 members of the Board. The size and composition of the Board of Managers may be modified from time to time, with the consent of all Members, to reflect changes in the number and composition of ACO Participants or for other reasons deemed appropriate by the Members.

(b) Terms. Each Manager will be appointed for a three year term. A manager, except for the managers appointed by UVM Medical Center and DH-H who are not subject to term limits, may serve up to three consecutive terms at the discretion of the Board or entities who appointed the manager, and each manager's service will be reassessed by the appointing entity(ies) and the Board at the end of each term. The Managers will stagger terms according to a plan to be adopted by the Board.

(c) Removal/Replacement. A Member may remove and/or replace one or more of the Managers appointed solely by such Member at any time. The consumer Managers may be removed and/or replaced by vote of the Board. The Managers that are nominated at the direction of the ACO Participants may be removed and/or replaced: (1) by vote of the Board at the request of the ACO Participants who nominated them or (2) by vote of the Board. Similarly, any vacancy in any Board position, whether occurring as a result of a Manager resigning or ceasing to be a Manager shall be filled as set forth in Section 6.1(a).

(d) No Compensation; Expense Reimbursement. Except as may be provided in a written agreement approved by a majority of the Members, no Manager 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.

6.2 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 Managers appointed by UVM Medical Center and one of the Managers appointed by D-HH (hereinafter 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) Redeem or repurchase any Units from any Member;

(h) Issue additional Units to any Member (for the contribution of additional property to the Company, the rendition of services to the Company, or otherwise);

(i) Merge or consolidate the Company with another entity, or agree to consolidate any ACO operational activities with another entity;

(j) Adopt or create any kind of incentive compensation plan for employees, consultants, or the Managers of the Company;

(k) Make a loan to any person or entity for any amount;

(l) Amend or modify the Articles of Organization or the provisions of this Agreement;

(m) Admit any person as a Member of the Company except as provided in Section 8.1 hereof;

(n) Dissolve the Company or liquidate the assets of the Company;

(o) Adopt the annual operating or capital budget for the Company, make any expenditure greater than $100,000 that is not included in an approved operating or capital budget of the Company (notwithstanding any other provisions, expenditures in approved budgets do not require additional approval) or make a capital call to Members;

(p) Adopt or materially modify the Clinical Model, any plan for the allocation of shared savings in the ACO or any other methodology for making distributions to Members;

(q) Adopt any strategic plan for the Company;

(r) Execute any contract with a monetary value in excess of $100,000;

(u) Appointment and dismissal of the Chief Executive Officer, the Chief Medical Officer or the Chief Compliance Officer of the Company;

(v) Appointment and dismissal of any consumer Manager;

(w) Distribution of reserves on dissolution in accordance with Section 11.3; and

(x) 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 business and operations of the Company or that has a financial impact upon a Member greater than $100,000.

6.3 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 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 Sections 6.2 or 12.1).

6.4 Population Health Strategy Committee. The Company has formed a Population

Health Strategy Committee that includes Board managers as well as representatives of ACO Participants (including UVM Medical Center and D-HH) and representatives from 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 will review and manage clinical and patient management plans that: (i) promote evidence based medicine, (ii) foster beneficiary 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 (collectively the "Clinical Model"). The Company's Board of Managers will determine and oversee the size and composition of the Population Health Strategy Committee and will appoint to it members based on nominations from the Board's Executive Committee with input from ACO Participants (including UVM Medical Center and D-HH) in a manner that is representative of the Board, Participants and the continuum of care. The operation and governance of the Population Health Strategy Committee's activities will be governed by a Charter subject to the approval of the Board of Managers. The Population Health Strategy Committee shall present the Clinical Model to the Company's Board for approval and shall report to the Company's Board on outcomes and compliance with the Clinical Model each calendar quarter. The Population Health Strategy Committee shall report to the Company's Board of Managers, CEO and/or CMO any material and continuing failures of an ACO Participant to adhere to the Clinical Model so that the Company may enforce compliance with the Clinical Model by taking remedial actions allowed by the Company's agreement with the ACO Participants.

6.5 Officers of the Company. The Company's Board of Managers shall appoint a Chief Executive Officer ("CEO"), a Chief Medical Officer ("CMO") and a Chief Compliance Officer ("CCO") to manage the day to day affairs of the Company. The CEO, CMO and CCO shall report to the Board of Managers. The Company's Board of Managers may remove the CEO, CMO and CCO at any time upon the Board's determination, in its sole discretion, that any of such officers 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 Company's 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 ACO Participants.

b. Chief Medical Officer. The CMO shall be a board-certified physician licensed in a state where the ACO operates and actively engaged in the practice of medicine with an ACO Participant in the Company's network. The CMO shall work with the CEO to

implement the Company's Clinical Model.

c. 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.

6.6 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:

(i) Amend the Company's Certificate of Organization; or

(ii) Sell, merge or consolidate with another entity, or agree to consolidate ACO Activities with another entity;

(iii) Any Material Action (as defined in Section 6.2(w)) with the Vermont Care Organization or any other entity in furtherance of the Vermont All-Payer Accountable Care Organization Model Agreement; or

(iv) Revoke the "Opt-Out Election" described in Section 3.6 of this Agreement (if the Company is permitted to make such election under the partnership audit rules in the first instance).

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

6.8 No Authority or Agency. Except as authorized by the Board (which shall include the delegation of authority to the Business Manager), 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.

6.9 Outside Activities of Members Freely Permitted. The Members agree that engaging in other health care activities shall not be deemed competitive with the business of the Company, and accordingly, each Manager and Member is free to engage in such other activities. Similarly, the Managers and Members need not offer business opportunities to the Company but may take advantage of those opportunities for their own accounts or for the accounts of other entities or enterprises with which they are associated; provided, however, that no Member shall

be a member in or have a direct or indirect equity or a similar interest in any other accountable care organization that participates in the Medicare Shared Savings Program (the "MSSP") if holding such interest would cause the Company to no longer be eligible to participate in the MSSP.

6.10 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 manifestly unreasonable to the Company.

6.11 Action By Written Consent. Any action by the Managers 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).

6.12 Resolution of Disputes; Deadlock. If the Members become deadlocked and are unable to agree on any matter concerning the Company requiring Member approval, or 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 which 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. The Disputed Matter shall first be referred to a three-person Special Committee comprised of the chief executive officers of each of the Members and one person designated by those Members of the Board of Managers elected by ACO Participants other than UVM Medical Center and D-HH, (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. If the Special Committee is able to reach a decision on the Disputed Matter by unanimous agreement, its decision shall be final and binding;

b. If the Special Committee is unable to resolve the Disputed Matter by unanimous agreement within ten (10) days of the date the matter is referred to it, then any Member may, in its discretion, require an orderly reorganization of the Company (a "Reorganization"), which shall be effected in accordance with either subparagraph (i) or subparagraph (ii) bellow:

(i) if the Members are in agreement as to the Disputed Matter, this Agreement shall be amended to change the composition of the Board of Managers in a manner determined by the Members to permit immediate resolution of the

Disputed Matter; or

(ii) if the Members are not in agreement as to the Disputed Matter, the Reorganization shall be effected by a mandatory dissociation of D-HH at the request of UVM Medical Center. A mandatory dissociation of D-HH under shall follow the process described below:

(A) Following a proper request by UVM Medical Center under subparagraph (ii) above, D-HH shall dissociate from the Company on the date which is the last day the end of the current ACO performance year or, if later, the date which is six (6) months after the date of the request. In the meantime, immediately upon a proper request for mandatory dissociation, D-HH shall cause its representatives to resign from the Board of Managers, the Clinical Advisory Board, officer positions and any other Company boards or committees, although D-HH shall preserve its rights to have access to all information. The parties shall endeavor in good faith to structure the Reorganization and its timing to minimize any disruption to the business and affairs of the Company and any diminution to the value of D-HH's membership interest in the Company. During the period of Reorganization, the Disputed Matter that triggered the Reorganization need not be implemented by the Company, and the Company and its officers shall have all power and authority necessary to manage and operate the business and affairs of the Company;

(B) On the date of dissociation, UVM Medical Center shall purchase D-HH's membership interest at a price equal to fair value. If the Members cannot agree as to the fair value of D-HH's membership interest, then they shall direct the Company's independent public accounting firm to appoint a national health care valuation firm to make the determination, which shall be binding upon the Members;

(C) Any ACO Participant, apart from UVM Medical Center, shall be given the option to withdraw from participating in the ACO;

(D) D-HH and UVM Medical Center shall cooperate to transition in an orderly fashion those Company operations involving D-HH or its affiliates, such as the transition from the use of data systems provided by D-HH or its affiliates and the migration of data in such systems to replacement systems, or the transition of Company operations performed by employees of D-HH or its affiliates to other Company

personnel so that such transitions do not disrupt the Company's operations; and

(E) The Company shall notify CMS of any resulting changes in the Company's ACO Participant network and D-HH and UVM Medical Center shall work cooperatively in good faith to preserve the ACO as a CMS authorized MSSP based in Vermont.

ARTICLE VII
LIABILITY OF MANAGERS; INDEMNIFICATION

7.1 Limitation of Manager's Liability. A Manager shall not be liable to any other Manager or Member 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.

7.2 Indemnification. Subject to Section 3062(d) of the Act prohibiting indemnification in certain events, 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. Interest on amounts due to Member pursuant to this section shall accrue at the interest rate specified in Section 2.3 of this Agreement applicable to loans by Members.

ARTICLE XIII
ADMISSION OF NEW MEMBERS

8.1 Admission of New Members. A new Member may be admitted to the Company upon the approval of the Board (by Supermajority Approval), which approval shall fix the capital contribution to be made by the new Member and the Units received therefor. Any such person or entity shall be admitted as an additional Member upon the execution and delivery to the Company by such person or entity of a counter-part 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; provided that the Board (by Supermajority Approval) may waive the requirement that an additional Member be an ACO Participant if the additional Member's rights to appoint Managers will not cause the Company to violate the requirement that 75% control of the Company's Board of Managers be held by ACO Participants as required by 42 C.F.R. § 425.106(c) or otherwise adversely affect the Company's MSSP participation status.

ARTICLE IX
TRANSFERS OF COMPANY UNITS OR INTEREST

9.1 Transfer of Units Prohibited. Units or a Member's membership interest in the Company shall not be transferred, in whole or in part, by a Member at any time without the unanimous written consent of the remaining Members. Notwithstanding the foregoing, D-HH may assign its membership interest to one or more entities affiliated with D-HH upon written notice to the other Members; provided that such assignee(s) must not adversely affect the Company's MSSP participation status. Such assignment shall be reflected by attaching revised Schedules 2.1 and 12.2.

ARTICLE X
DISSOCIATION

10.1 Events of Dissociation. A Member shall be dissociated from the Company as expressly provided in this Agreement or upon the occurrence of any of the events specified in Section 3081 of the Act (which include, without limitation, a Member's express will to withdraw, expulsion of a Member by unanimous vote, judicial determination of expulsion of a Member, or the bankruptcy, death or incapacity of a Member). No dissociation by a Member shall be considered wrongful except a dissociation not otherwise allowed or required by this Agreement during the term of the Company's ACO Participation Agreement with CMS or a dissociation by reason of (a) expulsion of a Member pursuant to Section 3081(4) of the Act, (b) expulsion of a Member pursuant to Section 3081(5) of the Act; and/or (c) a Member's becoming a debtor in bankruptcy, executing an assignment for the benefit of creditors, or otherwise dissociating pursuant to Section 3081(6) of the Act.

10.2 Purchase in Event of Dissociation. In the event of the wrongful dissociation of any Member that does not result in a dissolution and winding up of the Company, the Company shall not be required to purchase the distributional interest of the dissociated Member until the Company is dissolved. If a Member dissociates and such dissociation is not wrongful, then the Company may purchase the Member's interest over five (5) years pursuant to a promissory note providing for equal monthly installments of principal and bearing interest at the prime rate of interest as set forth in the "Money Rates" section of The Wall Street Journal (Eastern Edition)

(hereinafter the "WSJ Rate") on the date of the dissociation.

ARTICLE XI
DISSOLUTION

11.1 No Automatic Dissolution Upon Dissociation.

(a) Except as provided in Section 11.1(b) below, the Company shall not dissolve upon the occurrence of any event of dissociation specified in 11 V.S.A. §3081 but shall continue in existence and continue to conduct its business.

(b) Upon the first to occur of the following events, the Company shall be dissolved and shall thereupon commence to wind up its affairs:

(i) By a vote to dissolve the Company by the holders of 75% or more of the outstanding Units; or

(ii) Upon 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.

(iii) The date the Company may be otherwise dissolved by operation of law or decree of judicial dissolution.

11.2 Dissolution. Upon the dissolution of the Company under this Agreement or the Act, the continuing operation of the Company's business shall be confined to those activities reasonably necessary to wind up the Company's affairs, discharge its obligations, and preserve and distribute its assets.

11.3 Distributions on Liquidation. On the dissolution of the Company, its business shall be wound up and its properties liquidated, and the net proceeds of the liquidation, together with any property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment of the Company's debts and obligations that are then due, including any loans or advances that may have been made by any of the Members (such debts and obligations to creditors other than Members having priority over debts and obligations to Members) and the expenses of winding up and liquidation;

(b) Secondly, to the establishment of any reserves that the Board may consider necessary, appropriate, or desirable for any future, contingent, or unforeseen liabilities, obligations, or debts of the Company, which reserves may, but need not be, deposited with an independent escrow holder with instructions to disburse them in payment of those liabilities,

obligations, and debts and, at the expiration of such period as the Board may have specified, to distribute the balance remaining as provided in this Agreement;

(c) Thirdly, to entities that were or are network providers in such amounts as determined by a Supermajority Approval of the Board in its sole discretion. The Board may consider any relevant factors, including, but not limited to, sources and timing of contributions towards reserves accumulated by the Company, financial support and contributions of in-kind services provided to the Company;

(d) Fourthly , to the Members in proportion to the balances in their respective capital accounts after giving effect to the adjustments of capital accounts in connection with the liquidation of assets authorized by this Agreement (and after taking into account all capital account adjustments for the taxable year during which such liquidation occurs in accordance with Treas. Reg. § 1.704-1(b)(2)(ii)(b)), but if all capital accounts then have zero balances such distributions to Members shall be made in proportion to the allocation of profit from the sale of Company property applicable under this Agreement as of the date of such distributions.

11.4 Deficit Capital Accounts. No Member will be required to restore any deficit balance in such Members' capital account following liquidation of his or her membership interest in the Company.

11.5 Distribution In Kind. Upon dissolution of the Company, the Board shall make a pro rata distribution of the assets of the Company, in whole or in part to the Members, including the distribution of one of more assets to one Member and one or more other assets to the other Member(s) (or any combination of either such type of distribution). For each asset distributed, the Board shall fix the fair market value of the asset as of a date reasonably close to the date of liquidation as possible. Any unrealized appreciation or depreciation with respect to an asset to be distributed in kind shall be allocated among the Members (in accordance with the provisions of Article III assuming that the assets were sold for the appraised value) and taken into consideration in determining the balance in the Members' capital accounts as of the date of final liquidation. Distribution of any such asset in kind to a Member shall be considered a distribution of an amount equal to the asset's fair market value.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Amendments. This Agreement may be amended by unanimous approval of the Members.

12.2 Notices. Any written notice to any of the Members 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, #301Colchester, VT 05446
Attn: Chief Executive Officer

If to a Member:

To the address specified on Schedule 12.2 of this Agreement

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 Investment Representation. Each Member hereby represents and warrants to the Company and each of the other Members that the Units being acquired by such member are being acquired for the Member's own account and not with a view to a sale or other transfer in connection with any distribution of that interest or any portion thereof.

[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 January 15, 2019.

The University of Vermont Medical Center Inc.

Dated: June 4, 2019

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

Dartmouth Hitchcock Health

Dated: _____, 2019

By: _____
Name: Joanne Conroy, M.D.
Title: President and Chief Executive Officer

OneCare Vermont Accountable Care Organization, LLC

Dated: _____, 2019

By: _____
Name Kevin Stone
Title: Chief Executive Officer

[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 January 15, 2019.

The University of Vermont Medical Center Inc.

Dated: _____, 2019

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

Dartmouth Hitchcock Health

Dated: May 30, 2019

By: Joanne Conroy MD
Name: Joanne Conroy, M.D.
Title: President and Chief Executive Officer

OneCare Vermont Accountable Care Organization, LLC

Dated: _____, 2019

By: _____
Name Kevin Stone
Title: Chief Executive Officer

[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 January 15, 2019.

The University of Vermont Medical Center Inc.

Dated: _____, 2019

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

Dartmouth Hitchcock Health

Dated: _____, 2019

By: _____
Name: Joanne Conroy, M.D.
Title: President and Chief Executive Officer

OneCare Vermont Accountable Care Organization, LLC

Dated: June 18th, 2019

By: Kevin C. Stone
Name Kevin Stone
Title: Chief Executive Officer

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

CONTRIBUTIONS TO COMPANY

The Members shall contribute to the capital of the Company the following cash and/or property:

MEMBER	UNITS	CASH OR PROPERTY CONTRIBUTED
UVM Medical Center Inc.	100	$25,000
Dartmouth Hitchcock Health	100	$25,000
TOTALS	200	$50,000

Each of the Members agrees to make additional capital contributions in an amount equal to fifty percent (50%) of capital requirements of the Company determined by the operating and capital budget approved by the Company's Board of Managers.

SCHEDULE 12.2
TO
OPERATING AGREEMENT
OF
ONECARE ACCOUNTABLE CARE ORGANIZATION, LLC

NOTICES

UVM Medical Center Inc.:

111 Colchester Avenue
Burlington, VT 05401
Attn: Chief Executive Officer

with a copy to General Counsel at the same address.

Dartmouth Hitchcock Health:

1 Medical Center Drive
Lebanon, NH 03756-1000
Attn: Chief Executive Officer

with a copy to General Counsel at the same address.