

## **LICENSING AND PROGRAM AGREEMENT**

This Licensing and Program Agreement (the "Agreement") is dated as of February 20, 2015 by and among **Anne Arundel Medical Center ("AAMC")**, **The Johns Hopkins Health System Corporation ("JHHS")** and **The Johns Hopkins University for and on behalf of its School of Medicine ("JHUSOM")**. Johns Hopkins Medicine, JHHS and JHUSOM are sometimes referred to collectively as the "JH Parties" and individually as a "JH Party".

### **RECITALS:**

**WHEREAS**, AAMC operates a 384 bed hospital which has the third highest patient volumes in Maryland and a service area encompassing approximately 1.1 million residents, many of whom are at risk for heart disease; and

**WHEREAS**, AAMC has a sophisticated, high quality cardiology program which performed more than 1,000 cardiac catheterization procedures and more than 300 elective percutaneous coronary interventions ("PCI") procedures and treated more than 140 patients with heart attacks ("acute myocardial infarctions") with emergency PCI procedures in 2013; and

**WHEREAS**, Anne Arundel County has the highest population of any county in Maryland without a cardiac surgery program, resulting in more than 500 adults requiring travel from Anne Arundel County to Washington D.C. and elsewhere for cardiac surgery; and

**WHEREAS**, in addition to serving Anne Arundel County, AAMC serves a significant number of cardiac patients from neighboring Eastern Shore Counties, and more than 200 patients from those counties had to travel beyond AAMC to go to hospitals in Washington, D.C. and elsewhere for cardiac surgery in 2013; and

**WHEREAS**, requiring patients to travel to Washington, D.C. and elsewhere for cardiac surgery increases risks in emergent cases, places unneeded stress and travel burdens on patients and families, and requires patients to be treated in higher cost hospitals distant from their primary care physicians and cardiologists; and

**WHEREAS**, in order to address all of the issues identified above, AAMC is applying for a Certificate of Need to perform cardiac surgery on its campus; and

**WHEREAS**, both JHHS and JHUSOM participate in Johns Hopkins Medicine ("JHM"), an unincorporated association which continues and enhances the collaboration of JHUSOM and JHHS in their shared tripartite mission of research, teaching and patient care; and

**WHEREAS**, JHHS, JHUSOM and Anne Arundel Health System, Inc. (on behalf of itself and its subsidiaries and affiliates including AAMC)("AAHS") are parties to that certain First Amended and Restated Affiliation Agreement dated as of September 1, 2012 (the "Affiliation Agreement") whereby the parties established a collaborative relationship to advance the highest quality, accessible, affordable patient-centered care in the AAHS/Hopkins Focus Area (as such term is defined in the Affiliation Agreement); and

**WHEREAS**, AAMC and JHM have agreed to work together to bring a high quality, reasonable cost and accessible cardiac surgery program to AAMC (the "Program") to meet the goals of the Triple Aim which are improving the patient care experience, improving the health of the population and reducing per capita costs; and

**WHEREAS**, the parties are entering into this Agreement to set forth their understandings regarding development of the Program at AAMC.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and conditions contained herein, the parties agree to the terms and conditions set forth in this Agreement.

1. **Scope of Activities.**

- A. **Description of Program.** The JH Parties and AAMC will collaborate to establish a pre-eminent Program as more fully set forth in this Agreement. The Program shall be operated in collaboration with the cardiac surgery program at The Johns Hopkins Hospital and would be represented to the public as the "Johns Hopkins Cardiac Surgery Program located at the Anne Arundel Medical Center", subject to the terms of Sections 10 and 11 herein.
- B. **Program Ownership and Operation.** Except as otherwise provided in this Agreement, AAMC shall own and operate the Program as well as all hospital/facility based services relating to the Program and shall pay all costs and expenses incurred in the planning, development, management and operation of the Program. Notwithstanding the foregoing, JHUSOM shall own and operate the Cardiac Surgery Practice (as defined in Section 1(E)(i) herein), and shall pay all costs and expenses relating to the Cardiac Surgery Practice, subject to AAMC's reimbursement obligations under Section 4 herein.
- C. **Clinical Activities.** The goal of JHUSOM and AAMC is to operate the Program with clinical outcomes, quality and patient satisfaction consistent with those of The Johns Hopkins Hospital's cardiac surgery program. JHUSOM and AAMC agree to collaborate and to make all reasonable efforts necessary to meet mutually agreed upon goals related to efficiency, access, cost, and quality. JHUSOM and AAMC will periodically (but at least quarterly) meet and evaluate the progress of the Program in meeting the foregoing goals and shall as necessary develop mutually agreeable action plans to address any deficiencies.
- D. **Clinical Supervision.** All of the clinical aspects of the Program shall be under the direction of the Chief of Cardiac Surgery and all clinical policies, protocols and procedures of the Program shall be subject to his/her approval. The Chief of Cardiac Surgery shall work with AAMC leadership to foster the success of the Program with respect to quality, efficiency, costs, community awareness, and integration of the Program throughout AAHS, in particular those AAMC services that are directly and indirectly affected by the presence of the Program.

E. Program Cardiac Surgeons and the Chief of Cardiac Surgery.

- (i) Commencing on the CON Award Date (as such term is defined in Section 4(A) below), JHUSOM will be the exclusive provider of professional cardiac surgery services in the Program. JHUSOM, as the exclusive provider of professional cardiac surgery services at AAMC shall operate a full service cardiac surgery practice at AAMC (the "Cardiac Surgery Practice"), and the Cardiac Surgery Practice shall consist of at least two (2) full-time employed cardiac surgeons who will be dedicated to providing cardiac surgery services at AAMC at least 90% of the time, and one or more additional surgeons (as determined by JHUSOM) who will be available to assist in providing coverage, including weekend and vacation coverage. Additional surgeons (full-time or part-time) may be required to accommodate increased demand over time as determined by mutual agreement of the parties. The JHUSOM shall designate one of the dedicated cardiac surgeons to serve as the Chief of Cardiac Surgery at AAMC subject to the approval of AAMC which approval shall not be unreasonably withheld or delayed. The Chief of Cardiac Surgery's primary job responsibility shall be to maintain and advance the Program. The Chief of Cardiac Surgery shall report to the JHUSOM Director of Cardiac Surgery and AAMC Chair of Surgery, provided that in the event of a conflict between the directions of the JHUSOM Director of Cardiac Surgery and the AAMC Chair of Surgery regarding a clinical matter, the directions of the JHUSOM Director of Cardiac Surgery shall control. If in the future the position of the JHUSOM Director of Cardiac Surgery or AAMC Chair of Surgery is restructured such that the Chief of Cardiac Surgery's reporting relationship changes, JHUSOM or AAMC, as applicable, will designate an alternative person within its organization to whom the Chief of Cardiac Surgery will report, provided that the directions of any new JHUSOM designee will continue to control on clinical matters.
- (ii) The Chief of Cardiac Surgery, all Program surgeons, and all replacements thereto shall be designated by JHUSOM, subject to the approval of AAMC which approval shall not be unreasonably withheld or delayed.
- (iii) JHUSOM may remove and/or replace the Chief of Cardiac Surgery or any of the other Program surgeons in its sole discretion at any time, provided that JHUSOM shall provide AAMC with at least ninety (90) days' notice of any such removal if such notice is feasible under the circumstances and shall make a good faith effort to consult with AAMC's Chief Executive Officer regarding the removal. Notwithstanding the foregoing sentence, any advance notice and consultation provided by JHUSOM shall in all cases be limited by any applicable confidentiality restrictions, such as attorney-client privilege, peer review privilege, and other confidentiality or privilege restrictions. Upon a removal of a surgeon under this Section, JHUSOM shall provide an interim replacement as soon as reasonably possible while a permanent replacement is being recruited, provided that any interim

replacement will be subject to AAMC's approval under Section 1(E)(ii) above.

- (iv) AAMC shall have the right to request the removal and replacement of the Chief of Cardiac Surgery or another Program surgeon for reasonable cause, provided that (i) AAMC provides JHUSOM with at least ninety (90) days advance written notice of its request and its reasons for the request, (ii) JHUSOM will have an opportunity to resolve AAMC's concerns about the surgeon at issue during such ninety (90) day period, and (iii) in the event that JHUSOM cannot resolve AAMC's concerns to AAMC's reasonable satisfaction within such time period, JHUSOM shall remove and replace the surgeon as soon as reasonably possible. Upon a removal of a surgeon under this Section, JHUSOM shall provide an interim replacement as soon as reasonably possible while a permanent replacement is being recruited, provided that any interim replacement will be subject to AAMC's approval under Section 1(E)(ii) above.
- (v) The Chief of Cardiac Surgery shall also participate in all functions associated with surgical leadership and quality forums related to the Program. Further, the Chief of Cardiac Surgery shall participate in AAMC's Cardiac Service Advisory Council, and together with the Medical Director of Cardiac Services at AAMC, shall serve as a co-director of such Council.
- (vi) AAMC will take all actions necessary to keep its Division of Cardiac Surgery closed so that only JHUSOM surgeons can provide cardiac surgery services in the Program and at AAMC. To the extent necessary, AAMC will cause its medical staff bylaws, Department rules and/or medical staff or hospital policies to be amended to effectuate JHUSOM's exclusivity.

F. Other Program Staff.

- (i) Other than as set forth in Section 1(E) above and in Section 2(B) below, AAMC shall provide all hospital-based staff and clinical providers for the Program, including, without limitation, all nurses, technicians, cardiac anesthesiologists, cardiac intensivists, nurse practitioners, and physician assistants participating in the Program, including the Director of Cardiac Anesthesia, the Director of Cardiac Intensive Care, and the Chief Cardiac PA/NP (collectively, "Program Staff"). AAMC will consult with the Chief of Cardiac Surgery or his/her designee(s) regarding the recruitment, engagement and employment of all Program Staff, provided that the Director of Cardiac Anesthesia, the Director of Cardiac Intensive Care, the Chief of Cardiac PA/NP and any perfusionists provided by AAMC will be subject to the prior written approval of JHUSOM which approval shall not be unreasonably withheld or delayed. AAMC will cause its Program Staff to comply with all Program rules, regulations, policies, and protocols, and the directions of the Chief of Cardiac Surgery.

- (ii) JHUSOM shall have the right to request AAMC's removal and replacement of any of the Program Staff for reasonable cause, provided that (i) JHUSOM provides AAMC with at least ninety (90) days advance written notice of its request and its reasons for the request, (ii) AAMC will have the opportunity to resolve JHUSOM's concerns about the staff member at issue during such ninety (90) day period, and (iii) in the event that AAMC cannot resolve JHUSOM's concerns to JHUSOM's reasonable satisfaction, AAMC shall remove and replace the Program Staff member as soon as reasonably possible. Upon a removal of a Program staff member under this Section, AAMC shall provide an interim replacement as soon as reasonably possible while a permanent replacement is being recruited, provided that provided that any interim replacement of the Director of Cardiac Anesthesia, the Director of Cardiac Intensive Care, the Chief Cardiac PA/NP or any perfusionists provided by AAMC will be subject to JHUSOM's approval as described above.
  - (iii) AAMC may remove and/or replace a Program Staff member in its sole discretion at any time, provided that AAMC shall provide JHUSOM with at least ninety (90) days' notice of any such removal if such notice is feasible under the circumstances and shall make a good faith effort to consult with the Chief of Cardiac Surgery regarding the removal. Notwithstanding the foregoing sentence, any advance notice and consultation provided by AAMC shall in all cases be limited by any applicable confidentiality restrictions, such as attorney-client privilege, peer review privilege, and other confidentiality or privilege restrictions. Upon removal of any Program Staff under this Section, AAMC shall provide an interim replacement as soon as reasonably possible while a permanent replacement is being recruited, provided that any interim replacement of the Director of Cardiac Anesthesia, the Director of Cardiac Intensive Care, the Chief Cardiac PA/NP or any perfusionists provided by AAMC will be subject to JHUSOM's approval as described above.
- G. Certificate of Need. The parties agree and acknowledge that AAMC is required under applicable Maryland law to obtain a certificate of need for the Program from the Maryland Health Care Commission (the "CON"). By no later than February 20, 2015, AAMC shall prepare and file the CON with the Maryland Health Care Commission, and AAMC shall be responsible for all costs and expenses relating to the CON. Notwithstanding the foregoing, JHM, to the extent reasonably requested by AAMC, shall advise, support and assist AAMC with preparing, filing, and pursuing the CON for the Program. JHM agrees that, in the CON application, AAMC may identify JHM as providing advice and guidance to AAMC in the development of the Program. Upon receipt of a CON for the Program, AAMC shall be the sole owner of such CON. JHM's costs and expenses incurred in advising, supporting and assisting AAMC with the CON application shall be reimbursed by AAMC in accordance with Section 4 below.

H. Committees.

- (i) The parties shall establish a dispute resolution committee (the "Committee") which shall be comprised of the following representatives:
- a. The AAMC Chief Executive Officer (appointed by AAMC);
  - b. The AAMC Chief Medical Officer (appointed by AAMC);
  - c. The AAMC Chair of Surgery (appointed by AAMC);
  - d. AAMC Cardiology Medical Director (appointed by AAMC);
  - e. JHHS' Senior Vice President, Community Division (appointed by the JH Parties);
  - f. The Program's Chief of Cardiac Surgery (appointed by the JH Parties);
  - g. The Chair of Surgery at JHU (appointed by the JH Parties); and
  - h. An additional JHM Representative (appointed by the JH Parties)

The Committee shall be responsible for resolving any disputes among the parties regarding the operation of the Program and shall work in good faith to develop a mutually agreeable resolution to any disputes within one hundred twenty (120) days of issue identification. Notwithstanding the foregoing, any final decisions regarding patient care issues for the Program shall be subject to the ultimate determination of the JHUSOM Chair of Surgery made after consultation with the CEO of AAMC. With respect to any matter considered by the Committee, the JH Parties and AAMC shall each have the right to designate replacement representatives for the Committee members appointed by such party; provided that the party desiring to replace a representative shall be required to provide advance notice to the other party of the name and title of the substituted representative for such matter and the other party shall have the right to approve such substituted representative, which such approval shall not be unreasonably withheld or delayed. In addition to the Committee, the SAG (as such term is defined in the Affiliation Agreement) will have the responsibility for advising the parties on non-clinical, operational and administrative matters involving Program.

- (ii) AAMC shall establish a Cardiac Services Advisory Council which shall meet at least quarterly and shall review and make non-binding recommendations to AAMC and the Chief of Cardiac Surgery regarding Program goals, quality, access, cost and any other matters relating to the success of the Program. The Chief of Cardiac Surgery shall cooperate with the Cardiac Services Advisory Council and consider its recommendations,

provided that (a) all clinical aspects of the Program shall be under the direction of the Chief of Cardiac Surgery, and (b) failure of the Chief of Cardiac Surgery to accept a recommendation of the Cardiac Services Advisory Council shall not constitute cause for termination by AAMC of this Agreement under Section 6 below. The members of the Cardiology Services Advisory Council shall be appointed by AAMC and will include the following:

- a. The Medical Director of Cardiology;
- b. The Medical Directors of the cardiology service lines (e.g., HVU, Heart Station, and Cath Lab);
- c. The Chief of Cardiac Surgery at AAMC;
- d. The Associate Chief of Cardiac Surgery at AAMC;
- e. The Chief of Cardiac Anesthesia at AAMC;
- f. The Chief of Cardiac Intensive Care at AAMC; and
- g. The Chief Perfusionist at AAMC.

Additional representatives may be included from nursing leadership, cardiac rehabilitation, outreach and marketing, and Heart Institute Leadership. The responsibilities of the Cardiology Services Advisory Council shall include the following as they relate to cardiology services generally at AAMC: (a) conducting capital and operating budget and annual planning, (b) reviewing quality initiatives and protocols, (c) reviewing clinical protocols and outcomes, (d) discussing clinical, research and training activities, (e) reviewing equipment and technology needs, and (f) developing strategic and marketing plans.

2. **JH Parties' Obligations.**

- A. **JHUSOM Obligations.** In addition to those obligations otherwise set forth in this Agreement, JHUSOM shall:
  - (i) Assist AAMC with development of clinical protocols and clinical pathways, subject to Section 1(D) above;
  - (ii) Assist with training the staff for the Program;
  - (iii) Participate in AAMC's quality assurance, risk management and patient satisfaction programs pertaining to cardiac surgery and the Program;
  - (iv) Assist with the development of systems and protocols for managing clinical data and documentation for the Program;

- (v) Assist with the design of physical plant renovations necessary to develop the Program;
- (vi) Advise and make recommendations regarding acquisition of equipment and supplies for the Program;
- (vii) Provide advice regarding Program Staff;
- (viii) Maintain general liability insurance with limits of [REDACTED]. In addition, JHUSOM will maintain professional liability/malpractice insurance for its professional staff involved in the Program limits of [REDACTED]. JHM will also maintain workers compensation coverage for its employees with limits of [REDACTED]. If any of the above policies are placed on a claims-made basis, JHUSOM agrees to maintain such policy for a period of three (3) years following the termination of this Agreement. The above insurance shall not limit any of JHUSOM's liability with respect to this Agreement. JHUSOM may provide its general or professional liability insurance through an actuarially determined and funded program of self-insurance. JHM will cause AAMC to be designated as an additional insured on its general liability and professional liability/malpractice insurance policies. Upon request, JHUSOM will provide the AAMC with a certificate of insurance evidencing the foregoing coverage; and
- (ix) Bill and collect all professional fees generated by the Cardiac Surgery Practice. AAMC shall have no right or entitlement to any of the foregoing fees.

B. JHHS Obligations. Notwithstanding anything to the contrary in this Agreement, the parties agree that JHHS's obligations under this Agreement are limited, and the following is a complete description of all of JHHS' obligations hereunder:

- (i) Subject to AAMC's approval which shall not be unreasonably withheld or delayed, JHHS shall provide one (1) full-time employed perfusionist who shall be dedicated to the Program and such other perfusionists as the parties may from time to time deem to be reasonably necessary for the operation of the Program. Notwithstanding the foregoing, AAMC shall have the option of providing perfusionists services by perfusionists employed by or under contract with AAMC upon mutual written agreement by AAMC and JHHS, which agreement shall not be unreasonably withheld. JHHS may remove and/or replace one of its perfusionists in its sole discretion at any time, provided that JHHS shall provide AAMC with at least ninety (90) days' notice of any such removal if such notice is feasible under the circumstances. Notwithstanding the foregoing sentence, any advance notice provided by JHHS shall in all cases be limited by any applicable confidentiality restrictions, such as attorney-client privilege, peer review privilege, and



other confidentiality or privilege restrictions. AAMC shall have the right to request the removal and replacement of a JHHS perfusionist for reasonable cause, provided that (i) AAMC provides JHHS with at least ninety (90) days advance written notice of its request and its reasons for the request, (ii) JHHS will have an opportunity to resolve AAMC's concerns about the perfusionist at issue during such ninety (90) day period, and (iii) in the event that JHHS cannot resolve AAMC's concerns to AAMC's reasonable satisfaction within such time period, JHHS shall remove and replace the perfusionist as soon as reasonably possible. Upon a removal of a JHHS perfusionist under this Section, JHHS shall provide an interim replacement as soon as reasonably possible while a permanent replacement is being recruited, provided that any interim replacement will be subject to AAMC's approval as described above; and

(ii) JHHS will also comply with the terms of Sections 1(G), 1(H), 4, and 6 – 29.

3. **AAMC's Obligations.** In addition to those obligations otherwise set forth in this Agreement, AAMC shall:

- A. Develop and maintain appropriate facilities and purchase all necessary equipment, drugs, devices and supplies for Program;
- B. Provide the administrative and clinical staff that will support the Cardiac Surgery Practice, provided that JHUSOM and AAMC will mutually agree on the staffing requirements to support the Cardiac Surgery Practice and JHUSOM will pay a mutually agreeable fee to compensate AAMC for its provision of the administrative staff
- C. Provide space to JHUSOM for the operations of the Cardiac Surgery Practice pursuant to a mutually agreeable space license agreement (the "Space License Agreement");
- D. Maintain the staffing and infrastructure and adopt and implement clinical policies, protocols and procedures necessary to operate the Program and to attain and maintain clinical outcomes, quality and patient satisfaction consistent with those attained by the cardiac surgery program at The Johns Hopkins Hospital;
- E. Bill and collect all technical or hospital fees generated by the Program. The JH Parties shall have no right or entitlement to any of the foregoing fees; and
- F. Maintain general liability insurance with limits of [REDACTED]. In addition, AAMC will maintain professional liability/malpractice insurance for its hospital facility and employed professional staff involved in the Program with limits of [REDACTED]. AAMC will require non-employed professional medical staff involved in the Program to maintain professional liability/malpractice insurance with limits of [REDACTED] and if placed on a claims-made basis, to maintain such insurance for a [REDACTED]

period of three (3) years following the earlier of the termination of their medical staff appointments or the termination of this Agreement. AAMC will also shall maintain Directors & Officers insurance with limits of not less than \$1,000,000 per occurrence with respect to the activities of any committees or subcommittees created under this Agreement. AAMC will also maintain workers compensation coverage for its employees with limits of not less than \$1,000,000 per occurrence. If any of the above policies are placed on a claims-made basis, AAMC agrees to maintain such policy for a period of three (3) years following the termination of this Agreement. The above insurance shall not limit any of AAMC's liability with respect to this Agreement. AAMC may provide its general or professional liability insurance through an actuarially determined and funded program of self-insurance. AAMC will cause JHUSOM and JHHS to be designated as additional insureds on its general liability, professional liability/malpractice and Directors & Officers insurance policies. Upon request, AAMC will provide the JH Parties with a certificate of insurance evidencing the foregoing coverage.

4. Fees.

- A. In addition to the other fees set forth in this Agreement, the JH Parties shall be paid an annual licensing fee [REDACTED] (the "Licensing Fee") in consideration of the use of the Hopkins name in the Program as described in Section 11 below, the JHM branding and the other intangible benefits which the JH Parties bring to the Program. The initial license fee shall be paid within thirty (30) days following the date AAMC receives its final CON and all appeals have been exhausted (the "CON Award Date"), and thereafter the Licensing Fee shall be payable annually within sixty (60) days following each CON Award Date anniversary. In addition to CPI adjustments described below, the Licensing Fee may be adjusted by mutual written agreement of the parties, provided, however that the parties agree and acknowledge that they shall discuss the Licensing Fee every five (5) years.
- B. Commencing on the date when the Program becomes operational at AAMC, AAMC will reimburse JHUSOM for all costs incurred by the Cardiac Surgery Practice in excess of collections. AAMC shall also reimburse JHHS for all costs associated with the clinical services of the perfusionists provided by JHHS hereunder. For purposes of this paragraph, costs shall include, without limitation, overhead, administrative fees, billing and collection costs, amounts to be paid by JHUSOM under Section 4(E) below, salaries, benefits, supplies, malpractice, administrative expenses, and other costs and expenses related to the Cardiac Surgery Practice and the perfusionists. The illustrative calculation of such reimbursement, for example purposes only, is set forth in Exhibit B hereto.
- C. Commencing upon the filing date for AAMC's CON application, AAMC will reimburse JHUSOM and JHHS, as applicable, for consulting and training services related to their efforts in supporting the development, implementation, and ongoing operations of the Program and AAMC's CON application. All requests for consulting or training services shall be mutually agreed upon and documented by

the parties in advance. Consulting and training fees shall be incurred on an hourly basis as follows:

- (i) Cardiac Surgeons = [REDACTED]
- (ii) Anesthesiologists = [REDACTED]
- (iii) JHU Medical Director of Cardiology = [REDACTED]
- (iv) JHU Medical Director of Surgery = [REDACTED]
- (v) Other Physicians = [REDACTED]
- (vi) Nurses = [REDACTED]

Notwithstanding the foregoing, JHUSOM shall not charge AAMC for training or consulting services related to the Program of the dedicated cardiac surgeons in the Cardiac Surgery Practice after the first case is performed in the Program. The hourly rates for any other JHUSOM or JHHS staff providing services hereunder will be mutually agreed upon by the parties in writing in advance of such staff providing services.

- D. All fees arising under this Agreement, including, without limitation, the Licensing Fee, hourly consulting and training fees, and all termination fees, shall automatically increase annually (beginning on the first anniversary of Effective Date (as defined in Section 29 below) by the lesser of 3% or the increase in the Consumer Price Index – All Urban Consumers – Medical Care for the then-prior twelve (12) month period. The parties will periodically review the fees due under this Section 4 to ensure that they are consistent with fair market value and consistent with JHUSOM's and JHHS' internal charges and overhead/administrative cost methodologies taking into account cost escalations.
- E. JHUSOM will compensate AAMC for its provision of administrative staff to support the Cardiac Surgery Practice in accordance with Section 3(B). JHUSOM will also pay AAMC session fees for the use of space provided by AAMC for the Cardiac Surgery Practice pursuant to the Space License Agreement. Such fees shall commence on the date when the Program becomes operational at AAMC.
- F. With regard to amounts to be paid by JHUSOM and AAMC pursuant to Sections 4(A), 4(B), 4(C) and 4(E) above, the parties will meet quarterly during the Term to estimate the monthly amounts to be paid by each party for the upcoming quarter and to reconcile amounts paid during the prior quarter. JHUSOM and AAMC will then pay all estimated monthly fees (as may be revised by the parties by mutual agreement) in advance of the first day of each month during the Term. The parties will also meet annually to reconcile all amounts paid and owed for the prior year. If after a quarterly or annual reconciliation, a party owes an additional amount to the other party for the reconciled quarter or year, such party will pay such amount within thirty (30) days of such reconciliation. If after a quarterly or annual reconciliation, a party's estimated payments for the reconciled quarter or year exceed the amount due, such party will be credited the difference, and such credit will be applied against the amounts due for the following quarter.

- G. Interest shall accrue on any amounts owed by a party under this Agreement which are more than thirty (30) days past due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. Interest shall not apply to reconciled amounts due as a result of the quarterly or annual reconciliations described above as long as any amounts due are timely paid in accordance with Section 4(F) above.

5. **Term.** This Agreement shall have an initial term of twenty (20) years commencing on the Effective Date (as defined in Section 29 below). Upon the expiration of the initial term, the term of this Agreement shall automatically renew and extend for an additional term of ten (10) years and thereafter for a second additional ten (10) year term unless a party terminates this Agreement for cause pursuant to Section 6 below. The initial term and each additional term thereafter shall be referred to as the "Term."

6. **Termination.** Notwithstanding anything to the contrary contained in this Agreement and in addition to any other remedies a party may have in the event of a breach, this Agreement may be terminated as follows:

- A. AAMC may terminate this Agreement upon written notice to the JH Parties in the event of a material breach by the JH Parties of its obligations under this Agreement which jeopardizes AAMC's CON for the Program, provided that AAMC is not in material breach under this Agreement and AAMC has not contributed in any way to such jeopardy.
- B. A party may terminate this Agreement in the event that another party has materially breached its obligations under this Agreement in a manner which the terminating party reasonably believes will have a material adverse impact on patient care in the Program, provided that the terminating party is not also in material breach under this Agreement and such breach has not contributed in any way to such material adverse impact on patient care. In the event that a party identifies cause for termination hereunder, (a) such party shall provide the breaching party with written notice of the issue including a reasonably detailed description of the breach and support for its determination of its right to terminate, and (b) the party in breach shall have one hundred twenty (120) days to cure its breach after which period the terminating party would be able to terminate for cause upon written notice to the breaching party.
- C. The JH Parties may terminate the Agreement in the event that AAMC fails to implement a JHUSOM recommendation and JHUSOM believes that such failure could have a material adverse impact on patient care. In the event that a JH Party identifies cause for termination hereunder, (a) the JH Party shall provide AAMC with written notice of the issue including a reasonably detailed description of the issue and support for its determination of its right to terminate, and (b) AAMC shall have one hundred twenty (120) days to cure after which period the JH Parties would be able to terminate for cause upon written notice to AAMC.

- D. The JH Parties may terminate this Agreement for cause in the event of a material breach by AAMC of the JHM branding guidelines set forth in Section 11 below or the license terms set forth in Section 10 below. AAMC may terminate this Agreement for cause in the event of a material breach by the JH Parties of the license terms set forth in Section 10 below. In the event that a party identifies cause for termination hereunder, (a) the terminating party shall provide the other party with written notice of the issue including a reasonably detailed description of the breach and support for its determination of its right to terminate, and (b) the breaching party shall have one hundred twenty (120) days to cure after which period the terminating party would be able to terminate for cause upon written notice to the party in breach.
- E. A party may terminate this Agreement if another party engages in any conduct solely with respect to the Program which adversely affects the brand or reputation of the terminating party, as reasonably determined by such party. In the event that a party identifies cause for termination hereunder, (a) the terminating party shall provide the other parties with written notice of the issue including a reasonably detailed description of the breach and support for its determination of its right to terminate, and (b) the other parties shall have one hundred twenty (120) days to cure after which period the terminating party would be able to terminate for cause upon written notice to the other parties.
- F. The JH Parties may terminate this Agreement immediately upon written notice to AAMC in the event that AAMC or AAHS enter into a Change of Control or Affiliation Transaction (as such terms are defined in the Affiliation Agreement) with an entity other than a JH Party, provided that for purposes of this Section 6(F) and Section 7(A) only, a Change of Control shall not include: (i) a transfer of ownership of a third party Organization (whether by purchase or otherwise) to AAMC or AAHS); or (ii) a purchase of all or substantially all of the assets of a third party Organization by AAMC or AAHS. This Section 6(F) shall not be deemed to amend or modify the Affiliation Agreement in any way.
- G. The parties may mutually agree in writing to terminate this Agreement at any time in the event that the parties both determine that the Program is not performing successfully. In such event, the parties will mutually agree on an unwind plan for the Program based on the then-current circumstances.

7. **Effect of Termination.**

- A. The parties recognize that the JH Parties will be providing substantial value to the Program under this Agreement by assisting AAMC in obtaining its CON, developing the Program from the beginning, establishing the clinical protocols and procedures to be used in the Program, providing JHUSOM intellectual property and imparting JHM's goodwill to the Program by allowing the use of its brand. Therefore, the parties agree that a substantial termination fee should be payable in the event of a termination of this Agreement for any reason in order to compensate the JH Parties for their contributions. Accordingly, in the event of a termination for

any reason under Section 6, AAMC shall pay to the JH Parties a termination fee equal to [REDACTED] plus the amount of any fee increases under Section 4(D) above and any unwind or redeployment costs of the JH Parties; provided, however that, in the event of a termination under Section 6(F) above, AAMC shall pay to the JH Parties a termination fee equal to [REDACTED] plus the amount of any fee increases under Section 4(D) above and any unwind or redeployment costs of the JH Parties. The parties acknowledge and agree it is difficult to predict the potential damages the JH Parties will incur as a result of a termination. However, the parties also acknowledge and agree that the foregoing termination fees are a fair and reasonable estimate of the potential damages to the JH Parties in the event of a termination and such fees are not intended to be a penalty. Notwithstanding the foregoing, AAMC shall not be required to pay a termination fee hereunder in the event that AAMC terminates this Agreement for cause pursuant to Section 6(A), 6(B), or 6(E) above.

- B. In addition to any termination fees due to the JH Parties hereunder, each party will pay the other party any accrued fees or reimbursements due to the other party for any period prior to the effective date of termination pursuant to Section 4 above.
  - C. Upon a termination of this Agreement for any reason, the parties will meet to reconcile any amounts owed for the period prior to termination and any overpayments that may have been made by a party under Section 4. Promptly after such reconciliation is completed, each party will provide the other with a final invoice which will include any applicable termination fee to be paid by AAMC and any accrued fees or reimbursements due for the period prior to termination within thirty (30) days of the effective date of termination, and each party will pay any amounts due within thirty (30) days of the invoice date. In the event that a party is due any credits for overpayments made during the Term, such credits will be applied against any amounts due from such party, and if there are still excess credits, such party will invoice the other party for the amount of the credits owed, and the other party will pay the difference in accordance with the payment terms described above.
  - D. In the event of a termination of this Agreement, the following provisions of this Agreement shall survive termination: Sections 7, 9, 10, 11, and 13 through 28.
  - E. Any amounts payable under this Section 7 shall not be a party's exclusive remedy in the event of termination, and each party reserves its available rights and remedies at law and in equity.
8. **Affiliation Agreement.** The parties agree that, contemporaneously with the execution of this Agreement, AAHS and the JH Parties will execute an amendment to the Affiliation Agreement which will extend the term of the Affiliation Agreement effective as of the Effective Date. The form of such amendment is set forth in **Exhibit A** hereto.
9. **Intellectual Property, Data.** All medical records and patient data derived from the Program and the treatment of patients in the Program (other than records and patient data relating

to the Cardiac Surgery Practice which shall belong solely to JHUSOM) shall be the property of AAMC but may be accessed and used by JH Parties without charge, subject in all cases to patient confidentiality. The JH Parties shall be the sole owners of all protocols, guidelines and other intellectual property developed by the JH Parties and used in the Program. AAMC shall be the sole owner of all protocols, guidelines and other intellectual property solely developed by AAMC and used in the Program. All protocols, guidelines and other intellectual property jointly developed by AAMC and JH Parties in the Program shall be jointly owned by the JH Parties and AAMC ("Joint IP"). Each party may use any such Joint IP, and the parties shall have no obligation to report or account to the other about such use. If any Joint IP includes, or use of any Joint IP requires use of, intellectual property owned by either the JH Parties or AAMC, the other party must approve in writing, by grant of license or otherwise, any proposed use of such Joint IP other than use by either party in its respective clinical operations.

10. **License.**

- A. Subject to Section 11 below, the JH Parties will permit the Hopkins name (the "JH Mark") to be used in connection with marketing and promotion to third parties of the Program and its cardiac surgery services. The right to use of the JH Mark shall be limited, non-exclusive and non-transferable. The rights granted in this Agreement are non-divisible and shall not be transferred in whole or in part without JHM's prior written consent, which consent may be granted or denied in JHM's sole and absolute discretion. AAMC recognizes the substantial value and goodwill associated with the JH Mark and that the JH Mark has acquired a secondary meaning as being synonymous with medical treatment services of the highest quality and pioneering health and medical research. All marketing and promotion of the Program's services using the JH Mark shall be done in a dignified, tasteful and professional manner in keeping with the standards of JHM, with each specific use of the JH Mark to be subject to the prior written approval of JHM which may be withheld in JHM's sole and absolute discretion.
- B. AAMC will permit the AAMC name (the "AAMC Mark") to be used in connection with marketing and promotion to third parties of the Program and its cardiac surgery services. The right to use of the AAMC Mark shall be limited, non-exclusive and non-transferable. The rights granted in this Agreement are non-divisible and shall not be transferred in whole or in part without AAMC's prior written consent, which consent may be granted or denied in AAMC's sole and absolute discretion. All marketing and promotion of the Program's services using the AAMC Mark shall be done in a dignified, tasteful and professional manner in keeping with the standards of AAMC, with each specific use of the AAMC Mark to be subject to the prior written approval of AAMC which may be withheld in AAMC's sole and absolute discretion.
- C. Each party agrees that, except for the rights granted expressly in this Agreement, neither party shall have any right, title or interest in the other party's Mark and that the each party's Mark is the sole property of that party. Each party agrees not to challenge, or cause a third party to challenge, the validity and ownership of another

party's Mark and shall not to seek to register, defend, compromise or dispute any rights in or to another party's Mark.

- D. A party shall advise the other party of any apparent infringement of the other party's Mark of which the first party becomes aware and will reasonably cooperate with the other party in the prosecution of any action brought to protect the other party's Mark. Each party shall have the sole and exclusive right, at its expense, to sue for an alleged infringement of its Mark and to retain all recoveries and any other revenues deriving therefrom.
- E. In recognition that monetary damages may be an inadequate remedy for violation of a party's Mark, each party irrevocably consents to interim injunctive relief in any proceeding brought by the other party to protect the other party's Mark or to prevent a violation of the terms of Section 11 pending determination by a court of law as to whether such a violation has taken place and, if so, whether monetary damages is an adequate remedy.
- F. Any right to use of a party's Mark shall terminate immediately upon the termination or expiration of this Agreement for any reason.

11. **Branding.** In addition to the restrictions set forth in Section 10 above, all uses of JHM branding for the Program shall be subject to mutually agreeable branding guidelines which the parties shall agree upon in writing prior to any use by AAMC of the JHM branding. AAMC shall not refer to the Program in any brochures, advertising pieces, news or press releases, website or other marketing materials without the prior written approval from an authorized representative of JHM. AAMC shall allow at least seven (7) business days' notice of any proposed public disclosure for JHM's review and comment or to provide written consent. All uses of JHM branding shall terminate immediately upon the termination or expiration of this Agreement for any reason.

12. **Representations and Warranties.** Each party to this Agreement represents and warrants to the other that:

- A. It has all right, power and authority necessary to enter into this Agreement and to consummate the transactions contemplated by this Agreement without the necessity of obtaining any further consents or approvals;
- B. This Agreement is valid, binding and enforceable against it; and
- C. Execution of this Agreement and consummation of the transactions contemplated by this Agreement will not violate or conflict with any other agreement to which it is a party.

13. **Confidentiality.** The parties agree that Section 7.2 of the Affiliation Agreement will apply to any confidential or proprietary information disclosed by the parties in the course of this Agreement.

14. **Reserved.**



15. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties with respect to the matters set forth herein and shall not be contradicted or supplemented by evidence of any prior or contemporaneous written or oral negotiations.

16. **Amendments.** This Agreement may only be amended or modified by a written document specifically referencing this Agreement and signed by the parties hereto.

17. **Waiver of Breach.** The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of this Agreement. Any such waiver must be in writing and signed by the party against which enforcement of the waiver is sought.

18. **Independent Contractor.** Each party to this Agreement is an independent contractor. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any partnership, joint venture or other relationship between such parties.

19. **No Third-Party Beneficiaries.** The obligations of each party to this Agreement shall inure solely to the benefit of the other parties, and no person or entity shall be a third party beneficiary of this Agreement.

20. **Notices.** Any notice or other communication required by this Agreement ("Notice") shall be sent by Federal Express or similar overnight courier service and addressed as follows:

If to AAMC:

Victoria Bayless  
President and CEO  
Anne Arundel Medical Center  
2001 Medical Parkway  
Belcher 606  
Annapolis, MD 21401-3019

If to the JHUSOM:

The Johns Hopkins University School of  
Medicine  
733 North Broadway, MRB 100  
Baltimore, Maryland 21205  
Attention: Dean of the Medical Faculty/Chief  
Executive Officer of JHM

With a copy to:

The Johns Hopkins University  
113 Garland Hall  
3400 N. Charles Street  
Baltimore, Maryland 21218  
Attention: General Counsel

If to JHHS:

The Johns Hopkins Health System Corporation  
733 North Broadway, Suite 104  
Baltimore, Maryland 21209  
Attention: President

With a copy to:

The Johns Hopkins Health System Corporation  
Legal Department  
600 N. Wolfe Street, Administration 400  
Baltimore, Maryland 21287-1900  
Attn.: General Counsel

The time period for any Notice to be given pursuant to this Agreement shall begin when such Notice is delivered to the courier. Any change of address for Notice shall not be effective until the other party has actually received the change of address.

21. **Compliance with Laws.** Each party shall at all times comply with: (a) all applicable laws, rules, regulations and policies of governmental authorities; and (b) all applicable Medicare and third party payor rules, regulations and policies concerning treatment, reimbursement and billing procedures or practices.

22. **HIPAA Compliance.** Each of the parties hereby covenants that it will comply with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including without limitation, the Standards for Electronic Transactions and Code Sets (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) and such other regulations that may, from time to time, be promulgated thereunder.

23. **Disclaimer.** The parties acknowledge and agree that any compensation to be provided by one party to the other represents the fair market value of the services provided, has been negotiated in an arm's-length transaction taking into consideration the community service nature of the relationship, and has not been determined in a manner which takes into account the volume or value of referrals or business, if any, that may otherwise be generated between the parties. Nothing contained in this Agreement shall be construed in any manner as an obligation or inducement for the making of any patient referrals by AAMC to the JH Parties or by the JH Parties to AAMC.

24. **Invalid Provisions.** If, for any reason, any provision of this Agreement is or shall be hereafter determined by law, act, decision or regulation of a duly constituted body or authority to be, in any respect invalid or unenforceable, such determination shall not nullify any of the other terms and provisions of this Agreement. In addition, unless otherwise agreed to in writing by the parties, in order to prevent the invalidity or unenforceability of such provision or provisions of this Agreement, such provision or provisions shall be deemed automatically amended in such respect as may be necessary to conform this entire Agreement with such applicable law, act, decision or regulation.

25. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.

26. **Preparation.** Each party and its respective legal counsel have cooperated in the drafting of this Agreement, and this Agreement shall be deemed, therefore, to be their joint work product and shall not be construed against any party on the basis of its preparation.

27. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature duly affixed to this Agreement and delivered by facsimile transmission or in PDF format shall be deemed to have the same legal effect as the actual signature of the person signing this Agreement. Any party receiving delivery of a facsimile or PDF copy of the signed Agreement may rely on such as having actually been signed.

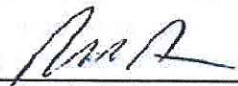
28. **Governing Law/Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (excepting any conflict of law provisions which would serve to defeat application of Maryland substantive law). EACH PARTY HEREBY WAIVES ANY RIGHT OR ENTITLEMENT TO A TRIAL BY JURY FOR ANY MATTER, LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND AGREES AND CONSENTS THAT ANY LEGAL ACTION OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT SHALL ONLY BE BROUGHT IN THE COURTS OF THE STATE OF MARYLAND LOCATED IN HOWARD COUNTY. By execution and delivery of this Agreement, each such party hereby (a) accepts the jurisdiction of the aforesaid courts; (b) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (c) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

29. **Effective Date.** This Agreement shall be effective as of February 20, 2015 (the "Effective Date"), but the obligations of the parties under this Agreement with respect to the operation of the Program shall commence on the first day of the month following the CON Award Date (as defined in Section 4(A) herein).

[INTENTIONALLY LEFT BLANK]

In WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.


THE JOHNS HOPKINS HEALTH SYSTEM  
CORPORATION

By:   
Name: Ronald R. Peterson  
Title: President of JHHS and Executive  
Vice President of Johns Hopkins Medicine

This Agreement has been reviewed for legal  
sufficiency by The Johns Hopkins Health System  
Legal Department.

\_\_\_\_\_  
Legal Department

THE JOHNS HOPKINS UNIVERSITY FOR AND  
ON BEHALF OF ITS SCHOOL OF MEDICINE

By:   
Name: Paul Rothman, M.D.  
Title: Vice President of Medicine, Dean  
of the Medical Faculty, and Chief Executive  
Officer of Johns Hopkins Medicine

This Agreement has been reviewed for legal  
sufficiency by The Johns Hopkins University Legal  
Department.

\_\_\_\_\_  
Legal Department

ANNE ARUNDEL MEDICAL CENTER

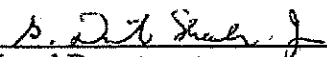
By: \_\_\_\_\_  
Name: Victoria Bayless  
Title: President and Chief Executive  
Officer

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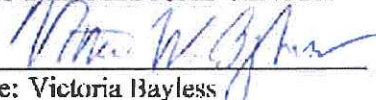
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ANNE ARUNDEL MEDICAL CENTER

By:   
Name: Victoria Bayless  
Title: President and Chief Executive  
Officer

## EXHIBIT A

### AMENDMENT TO AFFILIATION AGREEMENT

This First Amendment to the First Amended and Restated Affiliation Agreement dated as of September 1, 2012 by and among Anne Arundel Health System, Inc., on behalf of itself and its subsidiaries and affiliates, including Anne Arundel Medical Center (collectively, "AAHS"), The Johns Hopkins Health System Corporation, on behalf of itself and its subsidiaries and affiliates (collectively "JHHS"), and The Johns Hopkins University for and on behalf of its School of Medicine and its subsidiaries and affiliates associated with its School of Medicine (collectively "JHUSOM").

WHEREAS, AAHS, JHHS and JHUSOM are parties to the above-referenced affiliation agreement (the "Agreement"); and

WHEREAS, the parties would like to extend the term of the Agreement.

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Extension of the Term of the Affiliation Agreement. The first sentence of Section 6 of the Affiliation Agreement shall be amended and restated to read as follows:

"This Agreement shall remain in effect through the later of August 31, 2027 or the date that is ten (10) years following the date when the first cardiac surgery case is performed by the cardiac surgery program at AAMC (as described in that certain Licensing and Program Agreement by and among Anne Arundel Medical Center ("AAMC") JHHS, and JHUSOM dated February 20, 2015. Notwithstanding the foregoing sentence, the parties agree that, in the event that AAMC receives a final, non-appealable rejection of its Certificate of Need application for a cardiac surgery program (including all available judicial or administrative appeals) or in the event that AAMC withdraws its Certificate of Need application and agrees in writing with the JHHS and JHUSOM not to reapply for three (3) years, then the Agreement shall expire on the later of August 31, 2017 or the date that is one (1) year from the date of such rejection or withdrawal, subject to any automatic renewals of this Agreement as provided in this Section 6."


2. Effective Date. This Amendment and the extension of the term of the Affiliation Agreement shall become effective on February 20, 2015.

3. Miscellaneous. Any capitalized but undefined terms used in this Amendment shall have the meaning given to such terms in the Affiliation Agreement. The parties agree that all provisions of the Affiliation Agreement that are not expressly modified by this Amendment shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature duly affixed to this Amendment and

delivered by facsimile transmission or in PDF format shall be deemed to have the same legal effect as the actual signature of the person signing this Amendment. Any party receiving delivery of a facsimile or PDF copy of the signed Amendment may rely on such as having actually been signed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.


THE JOHNS HOPKINS HEALTH SYSTEM  
CORPORATION

By:   
Ronald R. Peterson  
JHHS President and Executive Vice  
President of JHM

This Agreement has been reviewed for legal sufficiency by The Johns Hopkins Health System Legal Department.

\_\_\_\_\_  
JHHS Legal Department

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\_\_\_\_\_  
JHU Legal Department

ANNE ARUNDEL HEALTH SYSTEM, INC.

By: \_\_\_\_\_  
Victoria Bayless  
President and Chief Executive  
Officer



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By: \_\_\_\_\_

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JHHS President and Executive Vice  
President of JHM

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JHHS Legal Department

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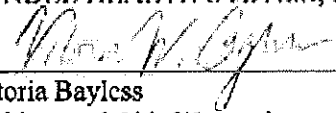
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JHU Legal Department

ANNE ARUNDEL HEALTH SYSTEM, INC.

By:  \_\_\_\_\_  
Victoria Bayless  
President and Chief Executive  
Officer

**EXHIBIT B**

Illustration of the calculation of AAMC Payments to JH Parties (Example estimated based on 336 cases which is the midpoint of AAMC's projections in Year 3). This Exhibit is provided for illustration purposes only, and all calculations shall be made using actual revenue and expense numbers.

[Redacted]

[Redacted]

Expenses:

[Redacted]

Total Expenses

Payment from AAMC to JHM

[Redacted]