

**MASTER ACADEMIC HEALTH SYSTEM AGREEMENT**

**AMONG**

**REGENTS OF THE UNIVERSITY OF MINNESOTA,**

**FAIRVIEW HEALTH SERVICES,**

**AND**

**UNIVERSITY OF MINNESOTA PHYSICIANS**

**SEPTEMBER 28, 2018**

## TABLE OF CONTENTS

Page

### CONTENTS

<b>ARTICLE 1 COMMITMENT TO SHARED GOALS .....</b>	<b>1</b>
1.1 History of Collaboration .....	1
1.2 Academic Health System.....	1
1.3 Top Decile Status.....	1
1.4 Shared Goals .....	2
1.5 Other Academic Health Center Schools .....	2
1.6 Education and Research.....	2
1.7 Resources .....	2
1.8 Innovation .....	3
1.9 Concrete Commitments; Collaboration .....	3
<b>ARTICLE 2 FINANCIAL COMMITMENTS.....</b>	<b>3</b>
2.1 Pending Investment in UMMC.....	3
2.2 Future AMC Maintenance .....	3
2.3 Sources of Capital .....	4
2.4 Uses of Academic Support.....	4
2.5 Amounts, Structure and Timing of Payments.....	4
2.6 Graduate Medical Education Costs.....	6
2.7 University and UMPphysicians Resources.....	6
2.8 Transparency.....	6
<b>ARTICLE 3 BRANDING AND MARKETING .....</b>	<b>7</b>
<b>ARTICLE 4 PLANNING, GOVERNANCE AND LEADERSHIP .....</b>	<b>7</b>
4.1 Independent Governing Bodies.....	7
4.2 Joint Clinical Enterprise.....	7
4.3 Joint Strategic Planning .....	7
4.4 Aligned Leadership Goals and Incentives .....	7
4.5 Non-Exclusivity But Collaborative Decision-making.....	8
4.6 UMPphysicians Independence.....	8
4.7 University Collaboration.....	8

4.8 Fairview Board..... 8

4.9 Fairview System Wide Transformation ..... 8

4.10 M Health Fairview Research and Education Committee..... 9

4.11 Overall Approach to Joint Clinical Enterprise Leadership..... 9

4.12 JCE Operating Structure ..... 9

4.13 “Dyad” Leadership Model ..... 11

4.14 Senior Leadership ..... 11

4.15 Chief Academic Officer ..... 12

4.16 Chief Quality Officer ..... 12

4.17 GME..... 12

4.18 Master Clinician Track ..... 13

4.19 CSC and Maple Grove and Other Specialty Ambulatory Clinics Managed by  
UMPhysicians ..... 13

4.20 Medical Staff Development Plan..... 13

4.21 Staff Alignment..... 13

4.22 Recruitment..... 13

4.23 Continuity of Care within JCE..... 14

**ARTICLE 5 IMPLEMENTATION OF RELATED AGREEMENTS AND RULES..... 14**

5.1 Retention of University Regents’, University and Faculty Authorities..... 14

5.2 Retention of Each Party’s Ultimate Authorities ..... 15

5.3 Collaboration Related Agreements..... 15

5.4 University/Fairview/UMPhysicians Academic Support Agreement..... 15

5.5 Academic Affiliation Agreements ..... 15

5.6 Other Agreements ..... 15

**ARTICLE 6 CONFORMING CHANGES TO PARTIES’ CORPORATE AND RELATED  
DOCUMENTS ..... 15**

**ARTICLE 7 TERM AND TERMINATION ..... 16**

7.1 Term..... 16

7.2 Termination..... 16

**ARTICLE 8 DISPUTE RESOLUTION ..... 17**

8.1 Scope of Obligation ..... 17

8.2 Definition of Dispute ..... 17

8.3 Progression of Disputes ..... 17

<b>ARTICLE 9 LEGAL PROVISIONS .....</b>	<b>21</b>
9.1 Scope of Obligation .....	21
9.2 Authority and No Conflict .....	21
9.3 Consents, Approvals and Discretion.....	22
9.4 Independent Contractors .....	22
9.5 Access to Books and Records .....	22
9.6 Legal Responsibility .....	22
9.7 Counterparts.....	23
9.8 Further Assurances and Cooperation .....	23
9.9 Choice of Law.....	23
9.10 Benefit/Assignment.....	23
9.11 Exchange of Information .....	23
9.12 Confidentiality .....	23
9.13 Remedies.....	24
9.14 Survival.....	24
9.15 Waiver of Breach .....	24
9.16 Notice.....	24
9.17 Severability .....	25
9.18 Divisions and Headings .....	25
9.19 Entire Agreement/Amendment .....	25
9.20 Interpretation.....	25
9.21 Force Majeure .....	26
9.22 Compliance with Law and Accreditation .....	26
9.23 Responsibility for Payment of Taxes.....	26
9.24 Organized Health Care Arrangement.....	26
9.25 Fees and Expenses .....	26

## **ATTACHMENTS**

- 1.2 Joint Clinical Enterprise
- 4.12 Organizational Structure of JCE
- 4.13 Roles and Responsibilities of Dyad Leaders
- 4.15 Qualifications and Position Description for Chief Academic Officer
- 4.16 Qualifications and Position Description for Chief Quality Officer; Clinical Risk Management Reporting Structure

## MASTER ACADEMIC HEALTH SYSTEM AGREEMENT

This MASTER ACADEMIC HEALTH SYSTEM AGREEMENT (“Agreement”) is entered into as of September 28, 2018 by and among the Regents of the University of Minnesota, a Minnesota constitutional corporation (“University”); Fairview Health Services, a Minnesota nonprofit corporation (“Fairview”); and University of Minnesota Physicians, a Minnesota nonprofit corporation (“UMPhysicians”), each of which has its principal place of business in Minnesota (each a “Party” and together the “Parties”). The relationship of the Parties under this Agreement is referred to at times as the “Collaboration.”

### ARTICLE 1 COMMITMENT TO SHARED GOALS

1.1 History of Collaboration. The Parties have a long history of working together in the operation of University of Minnesota Medical Center and Masonic Children’s Hospital (together “UMMC”), the principal basis of that collaboration being the Academic Affiliation Agreement dated December 31, 1996 between the University and Fairview (“AAA”), and the Affiliation Agreement dated December 31, 1996 between UMPhysicians and Fairview (“UMPhysicians AAA”). During this affiliation, the Parties have worked to strengthen their relationship and to maximize achievement of their shared and overlapping missions, including through the 2013 Master Integrated Structure Agreement. The Parties have accomplished a great deal together, and are committed to further developing and enhancing their combined missions. After extensive leadership consideration and negotiation, the Parties have decided to enter into a renewed and more closely collaborative relationship, as described in this Agreement.

1.2 Academic Health System. This new Agreement embodies the Parties’ desire and commitment together to create a nationally-renowned, high-performing academic health system comprised of academic and community resources serving patients and communities in a coordinated manner (hereinafter, the “care delivery system,” or “system”), and a system that also strongly supports the education and research missions of the University across the care delivery system. The joint clinical enterprise, which is comprised of the respective Parties’ clinical operations as depicted on Attachment 1.2 (“JCE”) and as operated under the terms of this Agreement, will grow as a hybrid academic and community health system, in which the components are well-coordinated and mutually-reinforcing, based on the unique strengths of each, and it will achieve its goal of operational excellence across the entire care delivery system.

1.3 Top Decile Status. The Parties share the belief that a successful academic health system requires a clearly articulated commitment by governance and senior management of the University, Fairview and UMPhysicians to achieve top-decile status for the University’s medical school (“UMMS”), and top rankings for UMMC and for the larger Fairview health system. Such rankings will require top-performing primary care, community hospitals, and an academic medical center that serves as a destination system for complex care in the Twin Cities metropolitan region and the national market. The Parties are committed to taking actions now to ensure that these goals are achieved as soon as feasible but not later than 10 years.

1.4 Shared Goals. The Parties together commit to the following specific goals (“Shared Goals”). The Parties agree that significant decisions related to the JCE will be aimed at achieving the Shared Goals:

a. UMMS will attain a top-decile medical school ranking within eight years (and thereafter sustain such ranking), as measured by national rank based on the volume of research sponsored by the National Institutes of Health;

b. UMMC will become and remain a nationally ranked academic medical center (“AMC”) overall, and in at least ten adult specialties, as reported by U.S. News and World Report;

c. UMMC will attain and maintain top-ten ranking by Vizient, as an AMC and with the University of Minnesota Health Clinics and Surgery Center (“CSC”) for ambulatory care, based on Quality and Accountability;

d. UMMC will become and remain widely recognized as the premier destination for complex care in the Twin Cities;

e. The JCE will become widely known as an organization that successfully recruits outstanding physicians, nurses, dentists, other health providers, residents and employees;

f. The JCE will be recognized as a leading organization in population health that can help improve the overall health status of our communities.

1.5 Other Academic Health Center Schools. The Parties will develop plans to enhance ways in which the University’s other schools beyond UMMS (principally the schools of Pharmacy, Dentistry, Nursing, Public Health and Veterinary Medicine) can contribute to and benefit from the overall relationship with Fairview under this Collaboration. Within this relationship, the Parties will seek to provide a rewarding learning and working environment and to encourage trainees to consider student placements, internships, inter-professional projects, quality improvement opportunities and employment within the overall system.

1.6 Education and Research. The Parties will focus on leading research, education and practice aimed at discovering new approaches to improving health throughout the communities and individuals served by the care delivery system. The care delivery system also will consistently promote excellence in undergraduate, graduate and post-graduate education.

1.7 Resources. The Parties recognize that achieving these goals will require substantial new investments over the next decade and beyond, as well as effective collaborations and strategic initiatives across the care delivery system, and they are committed to making those occur. In addition, they recognize that overall system growth will be required to provide additional resources necessary to maximize the above goals, and that incentives must be aligned around the overall growth of the care delivery system, and especially growth in both accessible primary care services, and in key, complex specialty service lines.

1.8 Innovation. The Parties also recognize that innovation is a key attribute of the culture they aim to create across the care delivery system, and that innovation will be reinforced by collaborations among Fairview, UMPhysicians, UMMS and other schools/departments across the University that can help reinforce the standing of the care delivery system as a national leader.

1.9 Concrete Commitments; Collaboration. The Parties have analyzed what is needed, and are committed to achieving these goals, through their concrete actions and collaborations described herein. In addition, the Parties will develop mechanisms for periodically measuring and tracking progress toward the preceding goals. The Parties also recognize that achieving these goals will require shared collaborative authority in all the realms described in this Agreement.

## **ARTICLE 2 FINANCIAL COMMITMENTS**

2.1 Pending Investment in UMMC. In order to accelerate achievement of the Shared Goals as outlined in Article 1, Fairview will continue with its pending investment of One Hundred Eleven Million Dollars (\$111,000,000) in UMMC as UMMS's flagship hospital over the anticipated project period of 2018-2020. The capital improvements funded by that initial investment will focus on improvements in operating rooms, conversions to private patient rooms, enhanced education space, a completion of the West Bank renovation project, and other elements consistent with the needs of a leading AMC. These investments will be made under plans developed with substantial and ongoing input from UMMS and UMPhysicians leadership.

2.2 Future AMC Maintenance. Throughout the Term of this Collaboration, Fairview commits to and shall maintain all UMMC facilities at a level of facility maintenance and operations (including equipment, technology, electronic medical records, supplies, staffing and other major features) consistent with the standards of leading AMCs nationally. For the existing facilities broadly, including facilities on both the East Bank and the West Bank of the University of Minnesota – Twin Cities campus, that entails, without limitation, maintaining a capital replacement ratio of not less than 100% of depreciation over each five year period. It also entails maintenance of UMMC and other Fairview hospitals as (a) fully accredited without material conditions by the Joint Commission or comparably recognized accrediting body for hospitals and health systems as selected by Fairview; and (b) fulfilling the conditions of participation in Medicare and Medicaid. In addition, Fairview will cause all its properties, used or useful, in the conduct of its business to be maintained and kept in good condition, repair, and working order, ordinary wear and tear and obsolescence excepted, and supplied with all necessary equipment. Fairview will cause to be made all necessary repairs, renewals, replacements, betterments, and improvements thereof, all as in the judgment of Fairview may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times. Through the Dyad leadership model (see Section 4.13 below), the JCE will work to prioritize capital expenditures across the system in a manner that supports the JCE Shared Goals, and that supports and is consistent with (and not in derogation or reduction of) commitments to the University or UMPhysicians in this Agreement. Furthermore, UMPhysicians physician leadership and physicians, through the JCE

organizational structure, will commit to practices consistent with accrediting body standards and Centers for Medicare and Medicaid Services requirements.

2.3 Sources of Capital. To accomplish the Shared Goals, the Parties agree that substantial new investments from multiple sources will be required over the next decade, and thereafter. Necessary capital to support these investments will need to come from a variety of sources, including higher levels of revenue and operating margin from growth of the delivery system, as well as from philanthropy, improved operating efficiencies and other sources. The payment model for Academic Support from Fairview described below will be based on principles of financial sustainability; promotion of growth, transparency, and simplicity; elimination of redundancy; and support of operational efficiency and all mission elements. The overall level of Fairview Academic Support to UMMS will be increased to amounts described below so as to achieve the Shared Goals described in Article 1, and to further the alignment of the research, education and care delivery missions.

2.4 Uses of Academic Support. The planning for use of the “Academic Support” funds described in Section 2.5 will be included as part of the annual UMMS strategic plan developed by the UMMS Dean (who shall consult with Fairview’s CEO during this process). It is envisioned that such support will be used to (a) recruit incremental tenured and tenure-track faculty (as well as to retain talented existing faculty) to meet agreed-upon goals, (b) foster and expand research activities, and (c) support other customary medical school uses. Annually, the UMMS Dean and Fairview CEO will jointly provide a report to the Fairview Board of Directors summarizing such uses.

2.5 Amounts, Structure and Timing of Payments. Fairview will make annual Academic Support Payments to UMMS, in immediately available funds sent to the UMMS Dean, for each calendar year, as described in this Section 2.5. The payments will be comprised of two components: (1) Fixed Academic Support Payments, and (2) Variable Academic Support Payments. In addition, UMPHysicians Academic Support will be paid as set-forth in Section 2.5.3.

2.5.1 Fixed Academic Support Payments:

For calendar year 2018, Fairview shall pay UMMS at the annualized rate of \$35 million (which amount shall be prorated for the period between the signing of this Agreement and December 31, 2018);

For calendar year 2019 Fairview shall pay UMMS \$40 million;

For calendar year 2020, Fairview shall pay UMMS \$45 million;

For calendar year 2021, Fairview shall pay UMMS \$50 million;

For calendar year 2022, Fairview shall pay UMMS \$50 million;

For calendar year 2023 and each succeeding year of the Term of this Agreement, Fairview shall pay UMMS an amount equal to the Fixed Academic Support Payment for the preceding calendar year increased by the consumer price index (“CPI”) for the preceding

calendar year as reported by the United States Department of Labor, Bureau of Labor Statistics (“DOL/BLS”), All-Urban Consumers using the average for the U.S. and Midwest. (If the prior year CPI would not be definitively known for the April 30 quarterly payment, it will assume 3% and will be reconciled by increase/decrease in the July payment based on the actual CPI as reported by DOL/BLS.)

Fixed Academic Support Payments will be remitted to UMMS on a pro rata basis no later than 30 days following the end of each quarter/year end, as follows: Quarter 1 payment (January through March) shall be paid on or before April 30 of such year, Quarter 2 payment (April through June) shall be paid on or before July 30 of such year, Quarter 3 payment (July through September) shall be paid on or before October 30 of such year, and Quarter 4 payment (October through December) shall be paid on or before February 28 of the following year.

For the avoidance of doubt, the foregoing amounts include amounts Fairview currently pays to the University under the June 1, 2013 Academic Support Agreement, which shall be terminated simultaneously with the execution of this Agreement.

#### 2.5.2 Variable Academic Support Payments.

a. In addition to Fixed Academic Support Payments, Fairview will pay UMMS the sum of the following:

(1) 0.15% (fifteen one hundredths of one percent) of Fairview’s Net Patient Service Revenue (“NPSR”) inclusive of all facilities, clinics, supplies and services (including pharmacy) across the entire Fairview system (not just UMMC) (i) as recorded or reported in Fairview’s audited financial statements, or (ii) if at any time NPSR is no longer recorded or reported in such financial statements, then based on accounting practices that are consistent with those used to derive NPSR during the period in which it was recorded or reported; plus

(2) The following percentage of Fairview’s Net Operating Income (“NOI”) as computed in accordance with GAAP and reported in Fairview’s audited financial statements: (i) if the NOI as a percentage of Total Operating Revenue (“NOI Margin”) is less than 3% for a given fiscal year then Fairview will not be obligated to pay UMMS any Variable Academic Support Payments under this subparagraph (2) for (i.e. applicable to) that year; (ii) if the NOI Margin is between 3% and 5% for a fiscal year, then Fairview will pay UMMS an amount equal to 4% of NOI; and (iii) if the NOI Margin is greater than 5% for a fiscal year, then Fairview will pay UMMS an amount equal to 8% of the NOI Margin.

b. If material, non-recurring changes occur in the size and scope of Fairview due to major acquisitions and/or divestitures and these lead to material changes in NPSR or NOI of Fairview, then the Parties will negotiate in good faith and determine whether in fairness there should be an adjustment to the formula for Variable Academic Support Payments, and if they so agree, it shall be adjusted in a way that is equitable to both parties, provided that any modification that is agreed to will relate only to Variable Academic Support Payments, not to Fixed Academic Support Payments.

c. Fairview will pay the Variable Academic Support Payments in a one-time payment, in immediately available funds sent to the UMMS Dean, within thirty (30)

days following the close of Fairview's fiscal year. The first Variable Academic Support Payment shall be made by Fairview to the University in 2020 based on 2019 performance.

2.5.3 UMPhysicians Academic Support. Fairview will also pay annually to UMPhysicians the UMPhysicians Academic Support beginning at the level currently being paid by UMPhysicians through the "Dean's Tax" and academic transfers which is \$29.8 million annually, including \$9.0 million from pediatrics, such that Fairview will pay for 2019, unless there is a deviation in the Implementation Date as set forth in Section 5.2 of the MPSA between Fairview and UMPhysicians, and each succeeding year of the Term of this Agreement, an amount equal to \$29.8 million increased by the cumulative CPI increase, as calculated in Section 2.5.1 since January 1, 2018. The UMPhysicians Academic Support payments will be made by Fairview at the same times and manner as described above (Section 2.5.1) for Fairview's Fixed Academic Support Payments. UMPhysicians will promptly contribute all such funds to UMMS as academic transfers to be used in a manner generally consistent with past practice and as agreed upon by the UMMS Dean.

2.5.4 Non-Conditional Payment. The Academic Support payments described above are obligatory and non-conditional obligations and Fairview shall not reduce, defer, delay, or "set off" any such payments for any reason. If Fairview fails timely to make any Academic Support payment, the University may seek relief under the Dispute Resolution Process in Article 8 of this Agreement and may take the other actions permitted to it under any of the Collaboration Related Agreements (as defined in Article 5).

2.6 Graduate Medical Education Costs. In addition to the foregoing, Fairview will continue to fund (a) resident costs (salary, benefits, insurance) and (b) UMMS administrative costs for graduate medical education ("GME") programs (x) in amounts not less than current practice (adjusted for inflation or any future regulatory or accreditation requirements) and (y) based on the proportion of residency and fellowship slots/rotations conducted in Fairview facilities divided by the total of such UMMS slots/rotations. Any decision to expand or reconfigure training sites or programs based on patient populations and strategic growth will fall within the authority of the Chief Academic Officer, in consultation with Service Line leaders, the Fairview CMO and other members of the Senior Leadership Team (as defined in this Agreement), and subject to ultimate decision-making of the Fairview Board of Directors after receiving a recommendation of the Research and Education Committee of the Fairview Board.

2.7 University and UMPhysicians Resources. The University agrees that in addition to the Fairview support described above, existing University and UMPhysicians resources and available incremental funding will be directed toward maximizing achievement of the Shared Goals applicable to UMMS and UMMC (such as NIH ranking for research), and will be invested taking into account both UMMS' academic and research priorities and also the care delivery system's academic and clinical priorities.

2.8 Transparency. All funds flows among the University, UMPhysicians and Fairview will be made transparent to each institution's leadership, and information will be shared between the institutions as needed for implementation of this Agreement (and the other Collaboration Related Agreements as described in Section 5.3), for compliance, operational or

other appropriate purposes. Exceptions or conditions due to legal, regulatory or other customary reasons will of course be made and respected.

### **ARTICLE 3 BRANDING AND MARKETING**

The Parties agree to leverage the brand equities of both the M Health and Fairview brands in the market, and convey to the public the Parties' collaborative operation of an integrated academic health system, through the brand "M Health Fairview." Agreements and conditions regarding use of the brand are set forth in that certain Branding and Marketing Agreement among the University, UMPhysicians and Fairview.

### **ARTICLE 4 PLANNING, GOVERNANCE AND LEADERSHIP**

4.1 Independent Governing Bodies. The Parties recognize that they each are, and will continue to be, governed by separate governing bodies (the University by the Board of Regents, UMPhysicians by the UMPhysicians Board of Directors, and Fairview by the Fairview Board of Directors), and that nothing in this Agreement modifies the rights and responsibilities of those governing bodies.

4.2 Joint Clinical Enterprise. The JCE is the joint clinical enterprise of the Parties that brings together the best practices of each Party in a truly interactional manner in order to provide high quality, patient centered care, achieve new efficiencies and savings, and relate beneficially to research and education programs, all pursuant to the joint decision making and operational coordination processes described herein. The Parties recognize that the JCE constitutes only a portion of the total activities conducted by each party, and that each Party has and will continue to have activities that fall outside the JCE. For a schematic, Venn diagram depiction of how the JCE currently constitutes a part of each Party's activities, see Attachment 1.2. In the future, the Fairview CEO and the UMMS Dean (in consultation with the UMPhysicians CEO) may by written agreement add facilities, sites and programs to those within the JCE.

4.3 Joint Strategic Planning. The Fairview CEO and UMMS Dean will co-lead the development of joint strategic plan for the JCE and be jointly responsible for presenting the plan to the Board of Regents or their delegate, to the Fairview Board of Directors and the UMPhysicians Board of Directors. The purpose of the plan will be to align UMPhysicians, UMMS and Fairview to the tripartite mission of care delivery, research and teaching across the entire care delivery system in a manner that achieves the Shared Goals and that recognizes the specific priorities and investments that must be directed to UMMC and other aspects of the JCE in order to achieve the Shared Goals. The plan will be presented to each Party's governing body by December 31, 2018, and will be refreshed periodically as needed (as agreed by the Fairview CEO and UMMS Dean) so it is never obsolete.

4.4 Aligned Leadership Goals and Incentives. The Board of Regents (or their delegate) will have input, but not direct oversight or decision-making in the evaluation of the Fairview CEO; and likewise, the Fairview Board of Directors will have input, but not direct

oversight or decision-making, in the annual performance evaluation of the UMMS Dean. The University, UMPhysicians and Fairview (through the UMMS Dean and CEO) will agree to and share common performance goals and incentives that reflect performance across the tripartite mission of care delivery, research and teaching for the entire care delivery system, and that tie into the strategic plan described in Section 4.3 and the Shared Goals. Measurable achievement of the Shared Goals will drive a meaningful part of the incentive or variable executive compensation for the top executive, senior management terms and other appropriate senior leaders of UMMS, UMPhysicians, Fairview and the JCE. Measureable achievement of the Shared Goals will also be a meaningful part of the incentive compensation available to the medical and executive Dyad leaders for all clinical services, regardless of whether they are leaders of service lines, shared clinical services, or domains.

4.5 Non-Exclusivity But Collaborative Decision-making. Under the AAA and UMPhysicians AAA, the Parties' relationship with one another is a primary but not exclusive collaboration. Fairview, the University and UMPhysicians each can have and do have clinical, academic, research and business relationships with other organizations. However, given their aligned goal of growing the JCE, they agree that as material programmatic and strategic opportunities emerge for any of the Parties, they will review the opportunity together before deciding to proceed with an outside relationship, consistent with the standards in the AAA. The purpose of the review will be for the UMMS Dean and Fairview CEO to determine if the programmatic and strategic opportunity will fall within the JCE, or will be part of a Party's responsibilities outside the JCE.

4.6 UMPhysicians Independence and Collaboration. UMPhysicians will remain as a fully independent organization and will retain all the necessary corporate functions and infrastructure to be able to operate effectively as a multi-disciplinary group practice and to support its operations as well as activities that lie outside the Fairview relationship, which are also essential to fulfilling the University's mission to the State as a land grant university. However, the Parties will present themselves to the public (consistent with any regulatory requirements) as a single care delivery entity for any location where the M Health Fairview brand is used. The UMPhysicians CEO will collaborate with the Fairview CMO to integrate faculty leadership of service lines with physician activity across the system. The UMPhysicians CEO will report to the Board of Directors of UMPhysicians.

4.7 University Collaboration. Within the scope of its authority and consistent with any applicable accreditation guidelines and its status as the land grant university of the State of Minnesota, the University will collaborate with Fairview to enhance the relationship between all University health professional schools and the JCE.

4.8 Fairview Board. Experience in academic medical leadership will be included in Fairview's Board of Director competencies, and shall not only be met through University appointed directors. The UMMS Dean will serve as a Vice-Chair (one of three) of the Fairview Board of Directors and as a member of the Fairview Board of Directors Executive Committee.

4.9 Fairview System Wide Transformation. Fairview will continue its operational improvement and organizational transformation, with the goal of ensuring that it provides an efficient, high-quality patient care experience across the entire system, and enhances system-

wide standardization of best practices in a manner that supports the Shared Goals. Leadership in the JCE will actively confer so as to identify best practices, and determine whether they can effectively be propagated across JCE.

4.10 M Health Fairview Research and Education Committee. The UMMS Dean and the Fairview CEO will work with the Fairview Board to reconstitute and thereby create a new, unified M Health Fairview Research and Education Committee, acting as a committee of the Fairview Board of Directors, with representation from Fairview and UMMS and Chaired by the UMMS Dean, to oversee research and education throughout the JCE. It will address issues such as: sizing and location of undergraduate medical education (“UME”) rotations, sizing, specialty focus, and locations of GME programs, development of fellowship programs, clinical trial expansion, and population health/public health/outcomes research. The Chief Academic Officer, along with other appropriate JCE executives, shall be an executive liaison to this Committee.

4.11 Overall Approach to Joint Clinical Enterprise Leadership. The leadership, management and reporting structures for the JCE is intended to create a coordinated delivery system, inclusive of UMMC, that is holistic and grounded in centralized or coordinated decision-making and effectively leverages the JCE infrastructure and resources to deliver market-leading outcomes. The reporting structures will more closely coordinate Fairview, the University and UMPhysicians through a single reporting structure for the operations of the JCE under the collaborative responsibility of the Fairview CEO and the UMMS Dean as described in Section 4.14. Attachments to this Agreement may be changed at any time as needed upon the written agreement of the Fairview CEO and the UMMS Dean.

4.12 JCE Operating Structure. The JCE is structured in a manner designed to align reporting and accountability with the areas of primary expertise each of the Parties brings to the Collaboration. The core operations management team (UMPhysicians CEO, Fairview COO, Fairview CNE, Fairview CMO, Fairview CSCS) (“Core Operations Management Team”) will work together to effectuate a successful collaboration among the Parties. The Parties agree to a single organizational structure for the initial services and operations that are within the JCE depicted on Attachment 4.12 which generally consists of: (a) Service Lines, (b) Ambulatory Operations (Specialty Care and Primary Care), (c) Acute Operations, and (d) Shared Clinical Services. Material changes to this structure, including changes in the Dyad structure and reporting, must be approved by Fairview CEO and the UMMS Dean, through written amendments to relevant Attachments. Hiring decisions will be the responsibility of leader to whom the role reports.

4.12.1 Horizontals: Service Lines (inclusive of Surgical Specialties and Medical Sub-Specialties) and Shared Clinical Services. UMPhysicians and Fairview will partner in the care delivery system and will move toward a Service Line orientation, which organizes care delivery across the JCE, that more efficiently aligns personnel and resources devoted to areas of care that are more easily understandable to patients, and facilitates their access to related components of care. While Surgical Specialties and Medical Sub-Specialties do not comprise traditional Services Lines, they will also be organized cohesively across the JCE. “Horizontal” operations which include service lines and shared clinical services will report to the Fairview COO (e.g., Service Line Executives), Fairview CSCS (e.g. Shared Clinical

Services Executives), and UMPhysicians CEO (e.g., Service Line Chiefs and Shared Clinical Services physician leaders).

a. Service Line Configuration. The Service Lines, and the responsibilities and accountabilities of Service Line Chiefs and Fairview Executives (working as a Dyad as described in Section 4.13) are described in Attachments 4.12 and 4.13. Each Service Line will be led by a Dyad consisting of a Service Line Chief (who shall be a UMMS faculty member) and by a Fairview Service Line Executive. Each Service Line will be required to develop an annual plan that encompasses both care delivery across the care delivery system and, in collaboration with the CAO, the integration of teaching and research. The plans will require the approval of the Fairview CEO and the UMMS Dean.

b. Medical Subspecialties and Surgical Specialties. The collaboration under this Agreement also will include the coordinated organization of single specialty services (Surgical Specialties and Medical Sub-Specialties), that will be organized across the aligned care delivery system. The basic terms of organization of surgical and medical specialties across the system will be as follows: There will be a single academic physician leader for Medical Sub-Specialties and a single academic physician leader for Surgical Specialties (each, a "Chief"). The Chiefs will have primary responsibility for convening the academic physician leaders for each of the specialties or subspecialties and identifying recruiting needs and other issues to be addressed in the specialty or sub-specialty with their Dyad partners in the manner described in Section 4.13. Responsibilities and accountabilities will be as described on Attachment 4.13. Each specialty or sub-specialty will have designated resources to support performance. Under the Chiefs, there will be a single academic physician leader for each subspecialty department across the JCE unless agreed upon by the Fairview CEO and the UMMS Dean. The responsibility of the academic medical sub-specialty and surgical specialty leader is to bring together the academic, community, and independent perspectives to provide the highest quality of care, to promote research and education, and to promote provider citizenship. Each specialty or sub-specialty will be required to develop an annual plan that encompasses both care delivery across the care delivery system and, in collaboration with the CAO, the integration of teaching and research. The plans will require the approval of the Fairview CEO and the UMMS Dean.

4.12.2 Verticals: Ambulatory and Acute Services. Fairview has restructured its organization around hospital sites, with a vertical alignment that identifies domains that provide services across sites of service. These domains include, for example, perioperative services, anesthesia, ICU, emergency departments and hospitalists. "Vertical" operations which include primary care ambulatory, specialty care ambulatory and acute operations will report to the Fairview COO (e.g., Executives), and Fairview CMO (e.g., physician leaders).

a. Primary Care Ambulatory. The primary care clinics within the Primary Care Ambulatory operations shall be as set forth on Attachment 4.12. Primary Care Ambulatory operations will be led by a Dyad consisting of the Physician Chief of Primary Care (who will be a community-oriented physician leader), and an Executive of

Primary Care (who shall be a Fairview employee). Their respective responsibilities are as described on Attachment 4.13. There will also be a Primary Care Academic Chief (who shall be a UMMS faculty member) who works in partnership with the Primary Care Chief and CAO to coordinate and promote primary care training, education and research efforts across the primary care service line. The Primary Care Ambulatory Dyad and Primary Care Academic Chief will work together to align strategy, quality and recruitment efforts and will attend their respective service line and academic department meetings to facilitate that alignment.

b. Specialty Care Ambulatory. The specialty clinics within the Specialty Care Ambulatory operations shall be as set forth on Attachment 4.12. Specialty Care Ambulatory operations will be led by a Dyad consisting of an Executive Medical Director, Specialty Ambulatory (who shall be a UMMS faculty member), and an executive, Specialty Ambulatory (who shall initially be a mutually agreed upon UMPhysicians employee). The employment home of the executive may change in the future through the mutual agreement of the UMPhysicians CEO and Fairview COO. The responsibilities of the Executive Medical Director, Specialty Ambulatory and the Executive, Specialty Ambulatory (individually and working as a Dyad) are described on Attachment 4.13.

c. Acute Operations. The hospitals within the Acute Operations and the Domains of services within Acute Operations shall be as set forth on Attachment 4.12. The Acute Operations facilities shall have physician leader(s), who unless otherwise specified in Attachment 4.12 shall be a UMMS faculty member and shall work with an Acute Operations executive. The Acute Operations physician leaders will report to the Fairview CMO, and Acute Operations executives will report to the Fairview COO. In the case of UMMC, the leadership structure includes a COO, CNO, and an academic physician as the CMO. In addition, medical directors at UMMC will be generally be UMMS faculty. In exceptional circumstances, the Fairview CMO and UMPhysicians CEO will collaborate and agree on UMMC medical directors roles that are not faculty members. The UMPhysicians CEO will be consulted with matters related to the quality of care delivery at UMMC.

4.13 “Dyad” Leadership Model. Roles and responsibilities of Dyad leaders are set forth on Attachment 4.13. The physician leaders within each Dyad will be given genuine and appropriate authority consistent with the terms in this Agreement and their job descriptions. The appointment of faculty to leadership roles within the JCE will occur through UMPhysicians leadership and will involve the appropriate Chairs, in collaboration with the Fairview leadership. If the Dyad cannot agree on an issue, then the matter shall be escalated in the manner described in this Agreement.

4.14 Senior Leadership and Escalation. While the UMMS Dean and Fairview CEO retain accountabilities within their individual organizations, they collaboratively have responsibility for the JCE. The JCE will have a senior leadership team consisting of: the UMPhysicians CEO, Fairview CNE, Fairview COO, Fairview CSCS, Fairview CMO, the Chief Academic Officer, the Chief Quality Officer, and any other senior leaders selected by the Fairview CEO (the “Senior Leadership Team”), and the Core Operations Management Team (described in

Section 4.12). The Fairview CMO and UMPhysicians CEO will closely partner and hold operational accountability as partners to the Fairview COO concerning the areas of: quality and safety, service line leadership oversight, medical direction oversight, and provider alignment.

4.14.1 Escalation of Operational Issues or Disputes. Any operational issues or disputes which arise under this Agreement may be escalated and addressed as follows:

a. Operational tools and processes, such as daily huddles, will support the swift escalation of key issues. The goal of the Parties is to utilize the Dyad, Core Operations Management Team and Senior Leadership Team to resolve operational issues for the JCE. The preference for escalation of operational disputes is first to the Dyad leaders, then to Senior Leadership Team or the Core Operations Management Team. At any time, any member of a Dyad, Core Operations Management Team or Senior Leadership Team may escalate an issue to the Fairview CEO and UMMS Dean. Decision making on escalated issues will be mindful of the core missions and core responsibilities of the respective parties. The parties will strive to resolve issues quickly, with the goal of having the issue resolved or further escalated within fifteen (15) days from the date it is brought to the group's attention.

b. The Parties also recognize that JCE issues may also be escalated to the UMMS Dean and or UMPhysicians CEO as appropriate, with appropriate collaboration thereafter.

c. After this process is completed, if any one or more of the Fairview CEO, UMPhysicians CEO or UMMS Dean believes and communicates in writing to the others that the issue is of such a magnitude that it equates to an Other Dispute under the Dispute Resolution Process of Article 8, then the issue can be further pursued pursuant to Article 8.

4.15 Chief Academic Officer. The care delivery system will also support a Chief Academic Officer ("CAO") who shall be a UMMS faculty member and who has responsibility for UME, GME and research oversight, programming and support, and who reports to the UMMS Dean. The qualification and position descriptions for the CAO is set forth on Attachment 4.15.

4.16 Chief Quality Officer. The care delivery system will also support a Chief Quality Officer ("CQO") who shall be a UMMS faculty member and who has responsibility for quality throughout the JCE and who reports dually to the UMPhysicians CEO and the Fairview CMO. The qualification and position description for the CQO is set forth on Attachment 4.16. The CQO shall have responsibility for quality and patient safety throughout the JCE. Clinical risk reduction will be a connected capability the CQO will support, and the CQO will partner closely with operational and system leadership to determine the approach and strategy to reduce clinical risk and improve patient quality and safety. Clinical risk reduction and quality and patient safety shall utilize a reporting structure as set forth on Attachment 4.16.

4.17 GME. The University will be the sponsoring institution for GME (physician residency and fellowship) programs across the care delivery system. Through a mutually

agreeable joint planning construct, the Chief Academic Officer (in consultation with the UMMS Dean and Fairview CEO) will approve all University rotations for physician clinical experiences across the care delivery system.

4.18 Master Clinician Track. UMMS has established and will retain a pathway for professional advancement for those physicians who are professionally oriented primarily toward the delivery of care as their principal activity (a “Master Clinician Track”). UMPhysicians compensation methodologies will support this important physician services category as a viable physician practice opportunity.

4.19 CSC and Maple Grove and Other Specialty Ambulatory Clinics Managed by UMPhysicians. The Parties agree that the CSC, which is inclusive of all components of the clinics and services within the M Health Clinics and Surgery Center facility, will continue to be operated and managed by the Executive Medical Director, Specialty Ambulatory and Executive, Specialty Ambulatory who will report into, and be part of, the overall unified leadership structure described above for the Specialty Ambulatory Care domain as part of the JCE. Because the CSC is a legal joint venture with a separate governing board, Fairview and UMPhysicians have agreed, in accordance with the process and requirements of the Bylaws and Member Agreement of University of Minnesota Health Clinics and Surgery Center, Inc., to repopulate the CSC Board of Directors, and have agreed that such Board will serve as a management and governance board of the CSC. Further, the Parties agree that the other JCE specialty ambulatory clinics managed by UMPhysicians, which include Maple Grove, cardiovascular clinics, oncology clinics and the clinics currently managed under the terms of the January 1, 2003 Management Services Agreement with Fairview, will be managed under the overall unified leadership structure described above for the Specialty Ambulatory Care domain as part of the JCE all as further described in the MPSA between Fairview and UMPhysicians.

4.20 Medical Staff Development Plan. The parties will collaborate in a medical staff development plan that meets the needs across the care delivery system and for teaching, training and research missions as well. Academic physicians shall be involved in the development of such plan.

4.21 Staff Alignment. The Parties recognize that some staff providing services for the JCE will be employees of UMPhysicians while others will be employees of Fairview. The Parties will cooperate to promote alignment and seamless care delivery regardless of the employment home of particular personnel. This will include addressing the areas of compensation, benefits, patient service standards, accountability, and performance evaluations (all consistent with any applicable laws).

4.22 Recruitment. All JCE provider recruitment will be performed as described in this Section, regardless of the employer or employment “home” of the individual. The Dyads will have responsibility for developing recruitment plans within their areas that are in alignment with the joint strategic plan. For specialty care providers, the Parties’ will recruit into UMPhysicians but leadership will consider the individual circumstances of the provider candidate to create flexibility. For non-academic primary care providers, the Parties’ will recruit into Fairview, but leadership will consider the individual circumstance of the provider candidate to create flexibility. Recruitment of academic primary care providers will be led by the Primary Care Academic Chief,

in consultation with Fairview. In furtherance of the JCE single clinical enterprise, the Parties agree they will not independently create a new medical group but will focus on further developing and enhancing Fairview and UMPhysicians activities within the JCE. If Fairview and UMPhysicians wish to explore the creation of a new medical group, they must consult one another to determine whether the creation of a new medical group supports the JCE Shared Goals. The creation of any new medical group is subject to the mutual approval of the UMMS Dean and the Fairview CEO. Notwithstanding anything to the contrary, when a provider need is identified in a recruitment plan, the applicable Academic Chair will be given the first option for the new hire to be recruited into an academic position and will work with the Dyad in completing and supporting such recruitment. If the Academic Chair does not support a given new hire, the Dyad may proceed with recruitment into a UMPhysicians-only (non-academic) position, or if UMPhysicians declines or due to individual circumstances of the provider candidate, Fairview. Nothing in this Section 4.22 precludes any Party from recruiting physicians to meet its needs or support growth outside of the JCE.

4.23 Continuity of Care within JCE. To advance the Shared Goals and consistent with the Parties' vision to ensure the highest quality of care is delivered through the JCE, the parties will work together to promote, consistent with law and customary medical ethics, patient care being received from qualified providers within the Joint Clinical Enterprise, such as through developing a "model of care" for patient triage and referral, including permitted language regarding patient referrals in physician employment and other contracts, and by actively monitoring reasons why patients are referred to or choosing services outside the JCE and developing action plans to improve opportunities for patients to receive services within the JCE.

## **ARTICLE 5 IMPLEMENTATION OF RELATED AGREEMENTS AND RULES**

### 5.1 Retention of University Regents', University and Faculty Authorities.

5.1.1 Nothing in this Agreement is intended to or shall be interpreted to alter or reduce the ultimate authorities of the Board of Regents, University executive leadership, or faculty bodies over traditional matters of academic governance, such as standards for admission and evaluation of students or trainees, curriculum, compliance with accreditation requirements, standards for appointment, advancement and conduct of faculty, scientific integrity and the conduct of research, technology transfer and commercialization of research arising from faculty/student/trainee efforts, and Faculty Code and faculty rights. These are in addition to any University rights as reserved under the AAA.

5.1.2 Nothing in this Agreement is intended to or shall be interpreted to alter or reduce the ultimate authorities of the Fairview Board of Directors over traditional matters of health system governance, such as finance, information technology, human resources, audit, compliance, risk assumption and related health care operations of Fairview, provided that the exercise of these authorities must not conflict with obligations to the University and UMPhysicians under this Agreement. These are in addition to any Fairview rights as reserved under the AAA.

5.2 Retention of Each Party's Ultimate Authorities. Except to the extent of its specific commitments herein, which shall be enforceable, each Party retains sole and ultimate authority over its assets, facilities, finances, operations, personnel, governance and mission.

5.3 Collaboration Related Agreements. (1) This Agreement, (2) the Branding and Marketing Agreement among the University, UMPhysicians and Fairview dated as of the Effective Date (the "Branding Agreement"), and (3) the Master Professional Services Agreement between UMPhysicians and Fairview dated as of the Effective Date (the "MPSA") shall be called collectively the "Collaboration Related Agreements" (or "CRAs").

5.4 University/Fairview/UMPhysicians Academic Support Agreement. This Agreement supersedes the following agreements which the Parties agree shall terminate simultaneously with the execution of this Agreement and be of no further force and effect:

5.4.1 The University/UMPhysicians/Fairview Academic Support Agreement dated June 1, 2013; and

5.4.2 The University/UMPhysicians/Fairview Master Integrated Structure Agreement dated June 1, 2013.

5.5 Academic Affiliation Agreements. The AAA and the UMPhysicians AAA remain in full force and effect except to the extent modified by this Agreement or another Collaboration Related Agreement.

5.6 Other Agreements. Prior agreements between the Parties hereto are not modified or terminated except as specified herein.

## **ARTICLE 6 CONFORMING CHANGES TO PARTIES' CORPORATE AND RELATED DOCUMENTS**

Consistent with their undertaking to implement and comply fully with the Collaboration Related Agreements, each of Fairview, the University and UMPhysicians respectively agrees that: (a) within ninety (90) days of the execution hereof, it shall duly amend any of its corporate Bylaws, Board of Directors policies, governance policies, UMMS Dean's manual, or other internal governance documents that would prevent its full compliance with the terms herein; and (b) as soon as reasonably practicable, but in no event later than after the execution hereof, it shall adopt new operational policies, position descriptions, SOWs, or other subsidiary documents as are consistent with and necessary to implement the Collaboration Related Agreements. In doing so, each Party shall consult as appropriate with the other Parties, and shall permit them to comment (but their approval shall not be required) before final documents are adopted, so as to avoid inadvertent situations in which a Party believes that the policies newly adopted internally by another Party do not comply with the Collaboration Related Agreements.

**ARTICLE 7**  
**TERM AND TERMINATION**

7.1 Term. The Term of this Agreement shall extend from the Execution Date hereof through December 31, 2026 (which is the stated end date of the AAA). Beginning as soon after January 1, 2023 as the Parties find convenient, they shall in good faith discuss and explore whether they wish to extend the Term, and if so, they will execute an appropriate Amendment hereto and to other CRAs, in accordance with the process set forth in the AAA.

7.2 Termination. This Agreement may be terminated prior to the expiration of the Term only:

7.2.1 By a written agreement executed by all three Parties and specifically denominated as a Termination Agreement.

7.2.2 For Major Breach by a Party which remains uncured and is not resolved via the dispute resolution process described in Article 8. Major Breach shall mean a failure or deficiency of performance or breach of obligations by a Party that is not duly cured within the time specified in the applicable CRA and that either (a) causes harm to a Party exceeding \$10 million; (b) material, ongoing harm to the Party's reputation; or (c) material, ongoing harm to a Party's operations or performance as a whole within the arenas addressed by the CRA.

7.2.3 In the event of a "Change of Control" of another Party. For these purposes, "Change of Control" shall mean a change in the person or entity that has effective ownership or control of such other Party, and shall include, but not be limited to (a) merger or consolidation of a Party with or into another corporation or entity; (b) sale or other disposition of all or substantially all the assets of such Party (in one transaction or a series of transactions); (c) the transfer or grant of any membership interest in that Party to a third party; (d) addition of new or additional members to the Party; (e) action to liquidate or dissolve the Party; (f) substantial change in the composition of the Party's governing Board or the person(s) having the authority to appoint voting members of the Party's governing Board (except through ordinary turnover of individuals as provided in the Bylaws); or (g) any other transaction resulting in one or more persons or entities obtaining material voting, approval, veto or other governance rights over the actions or activities of such Party, or a material financial interest in such Party (except consideration for tax-exempt or taxable financing or other customary financing activities conducted in the ordinary course of business and consistent with the Party's past practice,) whether or not such person is designated as a "member," or is considered a "member" under applicable law.

If the Agreement is terminated under Section 7.2 of this Agreement prior to the termination of the AAA, the Parties shall unwind the operation of the JCE over a period of twelve (12) months from the effective date of termination ("Unwind Period") and shall operate under the terms of this Agreement and the other CRAs until the expiration of the Unwind Period unless otherwise agreed by the Parties; provided that if termination is due to Major Breach by the University, Fairview shall not be required to make Academic Support Payments to the University as described in Article 2 of this Agreement that are not yet "due," during

the Unwind Period so long as Fairview operates pursuant to a plan mutually developed by Fairview and the University for the expeditious cessation of the use of the Collaboration Brand (as defined in the Branding Agreement). For purposes of this Agreement, Academic Support Payments to the University are “due” for any period (e.g., quarter, year, etc.) or portion thereof that has been completed prior to the effective date of termination of this Agreement, even if payment has not yet been made. During such Unwind Period, the Parties shall collaborate to reduce the operational impact and clinical disruption of services and revenue for the Parties of the unwinding of the CRAs.

7.3 Effect of Termination on CRAs; Termination Not Exclusive Remedy. If this Agreement, the Branding Agreement or the MPSA terminates at the end of a stated term or earlier, then, unless otherwise agreed in writing by the Parties, all other CRAs shall also terminate as of the same termination date. The Unwind Period described in Section 7.2 shall apply if the CRAs are terminated prior to the termination of the AAA. The right of a Party to terminate this Agreement or any other CRA shall be in addition to any other rights or remedies of any of the Parties, including seeking damages or specific performance, under this Agreement, a CRA, the AAA or the UMPhysicians AAA.

## **ARTICLE 8 DISPUTE RESOLUTION**

8.1 Scope of Obligation. In the event of any dispute between two or more Parties arising from or relating to this Agreement or any of the CRAs (a “Dispute”), a Party shall be legally obligated to pursue the Dispute Resolution Process (“DRP”) set forth below.

8.2 Definition of Dispute. The Parties agree that Disputes are divided into two categories: Payment Disputes and Other Disputes.

8.2.1 A “Payment Dispute” is any disagreement between Parties as to the amount or timing or method of calculating payments due from one Party to another under this Agreement or a CRA.

8.2.2 An “Other Dispute” is any dispute that is not a Payment Dispute and is (a) any material disagreement regarding a Party’s obligations under this Agreement or other CRA, (b) any asserted claim that a Party has breached or not performed to any material extent as required by this Agreement or other CRA, (c) an asserted claim that there has been a material, long-term failure to implement an important provision of this Agreement or a CRA, or (d) a good faith claim that any material term of this Agreement or a CRA has become materially unlawful.

8.3 Progression of Disputes. If the process of informal discussions and escalations as contemplated under the Agreement do not resolve a Payment Dispute or Other Dispute, the process for addressing/resolving those Disputes is as follows:

8.3.1 Special Master For Payment Disputes.

(a) If the process of informal discussions and escalations as contemplated under this Agreement or Section 4.11 of the MPSA is

unsuccessful in solving a Payment Dispute, one or more Parties may submit the Payment Dispute to the Special Master, by written notice to the other parties. The Fairview CEO, University President (in consultation with the UMMS Dean), and UMPHysicians CEO shall select the Special Master unanimously (except that if any Party is not involved in the Payment Dispute, it will not participate in the selection). The Special Master shall be a person with expertise with academic health care and integrated delivery systems, and shall be or become knowledgeable about the Parties' relationships under the CRAs, and for Payment Disputes under the MPSA, in addition, shall either be: (i) a member of the health care consulting department of an independent, certified accounting firm of recognized national standing, or (ii) a member of a nationally recognized health care consulting firm. If the Party leaders are unable to agree upon the selection of a Special Master within ten (10) business days after Notice of escalation from a Party, then each of them shall select an individual with appropriate expertise and these individuals will select the Special Master (without instruction as to individuals from the Parties). There may be considerable value in utilizing a Special Master who has some long-term familiarity with the Parties and the CRAs, but there is no requirement that the Parties always use the same Special Master, and he/she may be chosen based on special expertise in light of the subject matter of each Dispute.

(b) Each Party shall submit a written summary of the Payment Dispute, and the general nature of the payment solution sought, and provide it to the Special Master as soon as he/she is selected. The Special Master shall have the authority to require Parties to produce and share among themselves and with him/her relevant non-privileged documents. The Special Master shall meet with the Parties as soon as feasible, and as often as needed, but ideally the first meeting should take place no more than ten (10) business days after the Special Master is selected. The Special Master shall seek to decide the matter within thirty (30) days after submission, or as soon thereafter as the Special Master deems feasible. The Special Master shall undertake to mediate and resolve in a mutually acceptable way those Payment Disputes that prove amenable to such resolution, but he/she shall have the authority to accept one or another Party's payment proposals, or to devise a new payment solution, and to determine the matter whether or not the payment solution is acceptable in whole or in part to one or another party or to no Party. The Special Master shall endeavor to the maximum extent possible to adhere to and implement the terms of this Agreement and the CRAs, the Shared Goals and the Parties' intent as embodied therein. The Special Master shall not reform this Agreement or a CRA. The Special Master shall issue a written Decision on the payment dispute, which shall be reviewed with the parties in draft form, and upon which they will be permitted to comment, within whatever reasonable time period the Special Master determines. The Special Master Decision may initiate payment remedies that would be a binding and legal order of payment as well as any additional

collateral remedies required to ensure the Parties can be saved from the same or similar Disputes in the future.

(c) After considering the Parties' comments, the Special Master shall issue and send the Parties a final Decision on the Payment Dispute, and which the Parties hereby agree to implement promptly and in good faith, subject only to Section 8.3.4 below.

(d) The costs of the Special Master shall be borne equally by Fairview on the one hand, and the University and UMPhysicians on the other hand. The Special Master costs shall not include any staff, counsel, accounting or other costs of the Parties themselves, but only the costs of the Special Master services.

### 8.3.2 Mediation Process for Other Disputes.

(a) If the process of informal discussions and escalations as contemplated under this Agreement is unsuccessful in solving an Other Dispute, the Parties shall submit such Other Dispute to a mediator for non-binding mediation. The mediator shall be an individual with mediation training and experience, and shall either be (i) a member of the health care consulting department of an independent, certified accounting firm of recognized national standing, (ii) a member of the health law department of a national law firm of recognized national standing in health care, or (iii) a member of a nationally recognized health care consulting firm. The Parties shall select the mediator, who shall be the sole mediator of the dispute. The cost of mediation will be borne equally by the Parties. If the Parties cannot agree upon a mediator, each will select a mediator, and the two selected mediator shall select the Mediator to handle the mediation under the Section.

(b) The mediation will be conducted and concluded within 30 days after the Parties' receipt of written notice of mediation, unless such 30 day period is extended by the mutual written agreement of the Parties involved. The Mediator shall have the authority to require Parties to produce and share among themselves and with him/her relevant non-privileged documents. The Mediator shall meet with the Parties as soon as feasible, and as often as needed, but ideally the first meeting should take place no more than ten (10) business days after the Mediator is selected.

(c) The Mediator shall endeavor to the maximum extent possible to adhere to and implement the terms of this Agreement and the CRAs, the Shared Goals and the Parties' intent as embodied therein.

(d) The costs of the Mediator shall be borne equally by Fairview on the one hand, and the University and UMPhysicians on the other hand. The Mediator costs shall not include any staff, counsel, accounting or other costs of the Parties themselves, but only the costs of the Mediator's services.

### 8.3.3 Arbitration Process For Other Disputes.

(a) If the process set forth in Section 8.3.2 of this Agreement is unsuccessful in solving an Other Dispute, one or more Parties may submit such dispute to arbitration, by written notice to the other parties.

(b) Upon receipt of the notice invoking arbitration, the Parties shall conduct the arbitration with a single arbitrator (the "Arbitrator"). If the Parties are unable to agree upon an Arbitrator within ten (10) days of receipt of the notice invoking arbitration, the arbitration shall be conducted by a panel of three arbitrators (the "Arbitration Panel") selected in the following manner: Fairview shall select one arbitrator and the University and UMPPhysicians together shall select one arbitrator, and the two arbitrators so selected shall select a third arbitrator. For purpose of convenience, in the remainder of this Agreement, the term "Arbitrator" shall be deemed to include an Arbitration Panel. The Arbitrator must be trained and experienced in the arbitration of complex commercial disputes, and should be a person with health care experience and, if possible, expertise with academic health care and integrated delivery systems.

(c) The arbitration shall be conducted in accordance with the Rules for the Resolution of Commercial Disputes of the American Arbitration Association, to the extent consistent with Minnesota law, and subject to the following special provisions:

(i) There shall be a limited right to discovery to enable the Parties to gather the relevant information necessary to conduct the Arbitration.

(ii) Each Party shall submit to the Arbitrator, with copies to each other Party, at least ten (10) days before the arbitration, a request for (AA) monetary damages, including actual and direct damages proximately caused, but excluding any consequential or punitive damages, and/or (BB) a request for specific performance, injunctive relief or other equitable remedies (the "Proposal").

(c) The Arbitrator may solicit additional information from each of the Parties. If the Arbitrator concludes that the Parties' Proposals are too far apart or that one or both are incomplete or unrealistic, the Arbitrator may call the Parties together and request that one or both submit a revised proposal. Any Party to whom such a request applies shall be given fifteen (15) days to respond to such request and the other Party may submit revisions to its Proposal within the same period. The Arbitrator must select one of the Proposals made by a Party as the arbitration decision; provided, however, the Arbitrator shall have the authority to make equitable adjustments to a remedy in the event both Party's proposals are patently unreasonable.

(e) The Arbitrator shall evaluate the evidence and render a decision in all cases based on a preponderance of the evidence and only on evidence actually presented. The Arbitrator shall endeavor to the maximum extent possible to adhere to and implement the terms of this Agreement or a CRA, the Shared Goals and the Parties' intent as embodied therein. The Arbitrator shall not reform this Agreement or a CRA.

(f) The parties agree to abide by and perform the arbitration decision promptly and in good faith, subject only to Section 8.3.4 below.

(g) If the Parties disagree concerning whether a Dispute is an Other Dispute, the Arbitrator has the authority to rule on the issue.

(h) The costs of the Arbitrator shall be borne equally by Fairview on the one hand, and the University and UMPPhysicians on the other hand. The Arbitrator costs shall not include any staff, counsel, accounting or other costs of the Parties themselves, but only the costs of the Arbitrator's services. Each Party shall be responsible for payment for its own attorneys or other advisors fees.

8.3.4 Resort to Court Action. Any Party may commence an action in a court of competent jurisdiction to appeal or modify the Special Master Decision or Arbitration Decision, but the Parties agree that none of them shall do so unless, a Party in good faith concludes that the decision was materially in error and would impose material costs, risks, loss of functionality or harm to reputation to such Party contrary to the terms of the applicable CRA. It is the Parties' intent and agreement that in any such court action: (a) the Court shall give substantial deference to the Special Master's or Arbitrator's expertise and findings and conclusions as to factual matters; and (b) the Court shall reverse, supplant, modify or supplement the terms of the Special Master Decision or Arbitration Decision only if the Court concludes that it was (i) manifestly in error as to material facts, (ii) unlawful, or (iii) manifestly unjust, given the intent and terms of the applicable CRAs.

8.3.5 Equitable Remedies Preserved. Any party may for good cause seek injunctive or other equitable relief in a court of competent jurisdiction, in accordance with principles of law and equity, to prevent or cure imminent harm, and any such relief as may be granted shall be subject to appeal on through courts having jurisdiction thereof.

## **ARTICLE 9 LEGAL PROVISIONS**

9.1 Scope of Obligation. The following Legal Provisions shall be used to interpret and apply this Agreement and all the other Collaboration Related Agreements.

9.2 Authority and No Conflict. Each Party hereto represents and warrants to the others that (a) it has all due corporate authority to enter into and perform this Agreement (including the Collaboration Related Agreements) and such has been approved by all necessary

corporate action of its Board or other governance bodies; (b) the entering into and due performance by it of this Agreement (including the Collaboration Related Agreements) does not violate its Articles or Bylaws, or any law or regulation to which it is subject, or any contract or legally binding agreement or obligation of such Party (except where such inconsistency would not be a material impediment to full implementation of the terms hereof, would not give rise to material liability, and/or would be expected to be cured in the ordinary course of business); (c) the entering into and due performance of this Agreement (including the Collaboration Related Agreements) does not require the approval of any governmental entity or third party, which has not been obtained; and (d) the person who executes this Agreement on its behalf is duly authorized to do so.

9.3 Consents, Approvals and Discretion. Except as expressly provided to the contrary, whenever any CRA requires any consent or approval to be given by a Party, or whenever a Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld, conditioned or delayed.

9.4 Independent Contractors. The Parties hereto are at all times acting as independent contractors to one another. Nothing herein (or in any Collaboration Related Agreement) shall be construed to make or render a Party or any of its officers, directors, employees or agents, the employee or agent or joint venture of any other Party, for any purpose whatsoever, including without limitation rights to compensation or employee benefits of such other Party. In addition, unless this Agreement (or the applicable Collaboration Related Agreement) specifically so provides, nothing herein shall be deemed to grant a Party (or its officers, directors, employees or agents) the right to incur contractual obligations, or to act on behalf of, or to incur any legal obligation for another Party.

9.5 Access to Books and Records. In accordance with 42 U.S.C. Section 1395X(v)(1)(I) and 42 C.F.R. Sections 420.300-420.304, each Party agrees that it shall retain, and for four (4) years after services are furnished, allow the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives to have access to such books, documents and records of the Party as are necessary to verify the cost of services provided to the other Party pursuant to this Agreement and the Parties agree that if any of the work provided under this Agreement and related contracts for any twelve (12) month period is performed by a subcontractor at a cost or with a value of Ten Thousand Dollars (\$10,000) or more, the subcontracting party shall require that any such subcontractor sign a statement or agreement similar to this reconciliation clause whereby the subcontractor agrees to make its books and records available for such four (4) year time period. In the event of a request for access, the requested Party agrees to notify the other Parties immediately and to consult with the other Parties regarding what response will be made to the request.

9.6 Legal Responsibility. Each Party to a Collaboration Related Agreement shall be responsible to the full extent of applicable law for (a) its representations, warranties and covenants therein or (b) any breach or violation or default or failure of performance of such Agreement by it or its officers, directors, employees, agents or representatives, or other persons for whose conduct it is responsible under law in the applicable circumstances ("Party Personnel").

9.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement.

9.8 Further Assurances and Cooperation. Each Party hereto shall execute, acknowledge and deliver any and all other consents, approvals, assurances, documents and instruments as reasonably requested by another Party hereto and shall take any and all other actions as reasonably requested by such Party as do not enlarge the obligations of any Party but are necessary to comply with applicable law, accreditations or otherwise effectuate fully the terms of the Collaboration Related Agreements.

9.9 Choice of Law. Each Collaboration Related Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.

9.10 Benefit/Assignment. Each Collaboration Related Agreement shall inure to the benefit of and be binding upon only the Parties to that particular agreement and their respective legal representatives, successors, and permitted assigns. No other person or Party (including without limitation any faculty member, employee or vendor) shall be entitled to assert a claim thereunder as third party beneficiary or otherwise. No Party may assign this Agreement without the prior written consent of the other Parties (which may be granted, denied or conditioned in its sole discretion), and any such purported assignment that is not consented to shall be void. In the event of a Change of Control of a Party (as defined in Section 6.2.3), any other Party may terminate as of the effective date of the Change of Control.

9.11 Exchange of Information. The Parties agree to exchange any information as may be appropriately and lawfully requested by another Party and required for compliance with any applicable federal, state or local statute or regulations related to this Agreement. The Parties will exchange such information within a reasonable period after a request for such information is made.

9.12 Confidentiality. The information, documents, and instruments delivered by a Party to the other Parties hereto are of a confidential and proprietary nature. Each Party shall comply with and recognize all confidentiality and non-disclosure requirements that apply to information obtained from other Parties, specifically including the privacy requirements of HIPAA, and other federal and state legal requirements. Each of the Parties agrees that it shall maintain the confidentiality of all such confidential information, documents, or instruments delivered to it by the other Parties or their agents in connection with the negotiation of the Collaboration Related Agreements, the performance thereof or in compliance with the terms, conditions, and covenants thereof and shall disclose such information, documents, and instruments only to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys, and accountants of each Party), applicable governmental authorities in connection with any required notification or application for approval or exemption therefrom, and other third parties (such as vendors or debt holders) to the extent that disclosure may as a practical matter be necessary to complete or perform such Agreements. Nothing in this Section 9.12, however, shall prohibit the use of such confidential information,

documents, or information for such governmental filings as in the opinion of a Party's counsel are required by law, are required to comply with a request by a government entity for information in connection with an investigation of the transactions described herein, or are otherwise required to be disclosed pursuant to applicable legal requirements, provided, however, that reasonable notice is provided to the Party whose information is being sought.

9.13 Remedies. The Parties acknowledge that a breach of this Section would result in irreparable damage to the Parties and, without limiting other remedies which may exist for such a breach, the Parties agree that Section 9.12 may be enforced by temporary restraining order, temporary injunction or permanent injunction restraining violation thereof, pending or following a trial on the merits, and Parties shall be entitled to reimbursement.

9.14 Survival. The covenants and provisions contained in Section 9.12 and the obligations to make payments under Article 2 which are due but not yet paid as of the date of termination shall survive the expiration or earlier termination of this Agreement.

9.15 Waiver of Breach. No waiver by a Party of any provision of this Agreement (including any representation, warranty, covenant or agreement), or of any default or breach, whether such waiver is intentional or not, shall be valid unless the same shall be in writing and signed by an authorized representative of the party making such waiver. The failure of a Party promptly to enforce the applicable Collaboration Related Agreement in the event of breach by another Party, or the waiver by any Party of a breach or violation, shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision thereof.

9.16 Notice. Any notice, demand, or communication required, permitted, or desired to be given hereunder must be in writing and shall be deemed effectively given to another Party on the earliest of the date (a) of delivery when personally delivered, (b) when delivered by e-mail or facsimile and either confirmation of delivery or a copy of such e-mail or facsimile sent for delivery on the first business day following transmission by nationally recognized overnight courier service for next day delivery, (c) three (3) business days after such notice is sent by registered U.S. mail, return receipt requested, and (d) one (1) business day after delivery of such notice into the custody and control of a nationally recognized overnight courier service for next day delivery; in each case to the appropriate address below:

If to University at:

Attn: UMMS Dean of the Medical School  
420 Delaware Street SE  
Minneapolis MN 55454

If to UMPhysicians at:

Attn: Chief Executive Officer  
720 Washington Avenue SE, Suite 200  
Minneapolis, MN 55414

If to Fairview at:

Attn: President and CEO  
2450 Riverside Avenue  
Minneapolis, MN 55353

or to such other address or addresses, and to the attention of such other person(s) or officer(s), as a Party may designate in writing.

9.17 Severability. If either (a) a court of competent jurisdiction holds that any material provision or requirement of this Agreement or any Collaboration Related Agreement violates any applicable legal requirement; or (b) a government entity with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates law over which such government entity has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (2) the remaining provisions hereof that reasonably can be given effect apart from the invalidated provision shall remain in full force and effect and shall not be affected by the severable provision; and (3) the Parties shall in good faith negotiate and substitute a provision as similar to such severable provision as may be possible and still be legal, valid and enforceable.

9.18 Divisions and Headings. The divisions of the Collaboration Related Agreements into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions thereof.

9.19 Entire Agreement/Amendment. The Collaboration Related Agreements, including all Schedules and Exhibits attached thereto, supersede all previous contracts or understandings (except the extent "saved" as specified therein) and constitute the entire agreement among the Parties regarding the matters addressed therein. As among the Parties, no oral statements or prior written material relating to the subject matter of the Collaboration Related Agreements and not specifically incorporated or referenced therein shall be of any force and effect. A Collaboration Related Agreement may be amended only by a written document stated explicitly to be such an amendment and signed by authorized representatives of all Parties thereto.

9.20 Interpretation. Unless the context of this Agreement otherwise clearly requires: (a) references to the plural include the singular, and references to the singular include the plural, (b) references to any gender include the other genders, (c) the words "include,"

“includes” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”, (d) the term “or” means “and/or”, (e) the terms “hereof”, “herein”, “hereunder”, “hereto” and similar terms refer to the Collaboration Related Agreements as a whole and not to any particular provision thereof, and (f) the terms “day” and “days” mean and refer to calendar day(s).

9.21 Force Majeure. A Party shall not be deemed in breach or default of its obligations under any Collaboration Related Agreement to the extent, but only to the extent, that its performance or compliance is rendered impossible or infeasible due to events (such as labor strikes, storms, interruption of utilities, civil disturbance or acts of God) that are truly beyond its control given diligent and reasonable effort; provided that (a) during the period of such Force Majeure, it shall nevertheless continue to perform to the extent that is feasible, and (b) it shall return to full performance as soon as reasonably feasible after the subsiding of such Force Majeure.

9.22 Compliance with Law and Accreditation. In all functions subject to this Agreement (or other Collaboration Related Agreements), each Party shall comply with applicable law and accreditation requirements. The Parties shall consult and cooperate with one another to a reasonable extent in order to achieve and ensure compliance with law and accreditation requirements with respect to their shared activities subject to the Collaboration Related Agreements. This duty shall not, however, make any Party responsible or liable for the compliance obligations of another party, or reduce the obligations of compliance that a Party has for its own conduct under applicable law or governmental or accreditation requirements.

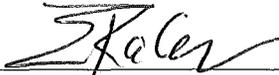
9.23 Responsibility for Payment of Taxes. The parties will not treat any other party’s officers, agent or employees as an employee for any reason, including but not limited to the Federal Unemployment Tax Act, the Social Security Act, the Workers Compensation Act, and any federal or state income tax laws or regulations mandating the withholding of income taxes at the source of compensation payment. Each Party will be solely responsible for payment of all self-employment and/or applicable federal and state income taxes with respect to their officers, agents and employees.

9.24 Organized Health Care Arrangement. Each of the Parties is a Covered Entity, as defined by the regulations promulgated under the health insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 C.F.R. parts 160 and 164 (the “HIPAA Regulations”). The Parties qualify as an organized Health Care Arrangement as described by the HIPAA Regulations, and have agreed hereby to operate as such.

9.25 Fees and Expenses. Each Party is and will be solely responsible for all of its own fees, costs and other expenses in connection with the negotiation and preparation of this Agreement and other CRAs.

**SO AGREED:**

**Regents of the University of Minnesota**

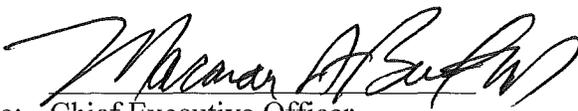
By:   
Title: President  
Date: 9/28/18

By: TOLAR  
Title: Dean, Medical School and  
Vice President of Clinical Affairs  
Date: 28 SEP 18

**Fairview Health Services**

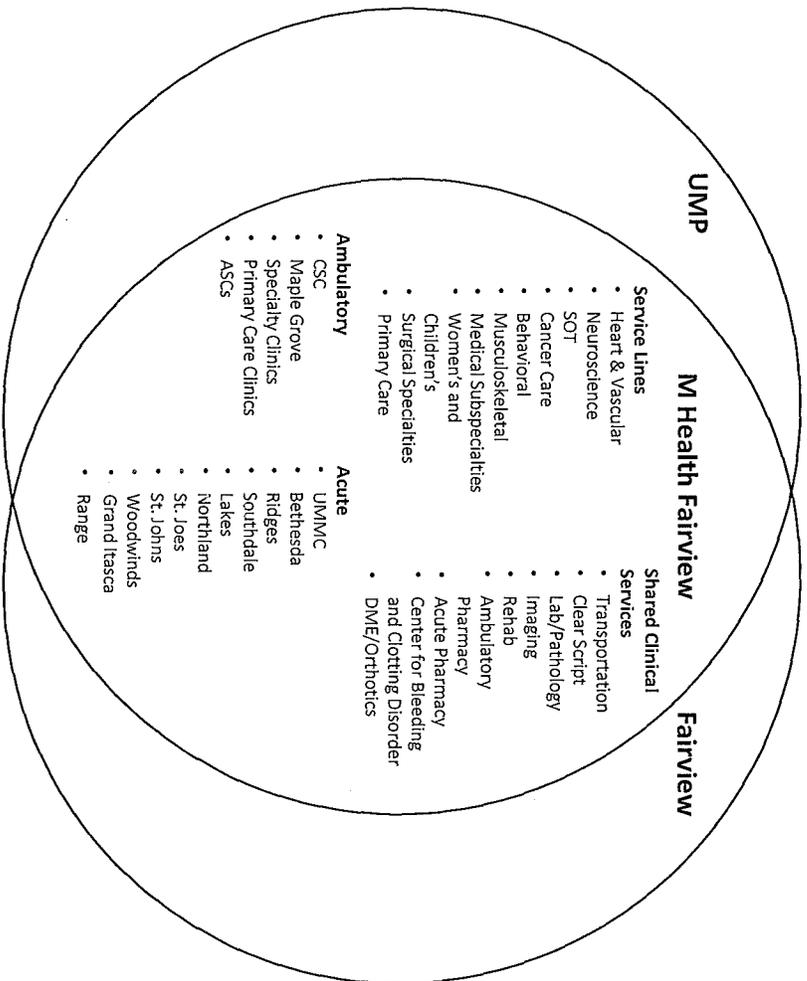
By:   
Title: President and Chief Executive Officer  
Date: 9.28.18

**University of Minnesota Physicians**

By:   
Title: Chief Executive Officer  
Date: 9/28/18

# Joint Care Delivery System

Attachment 1.2

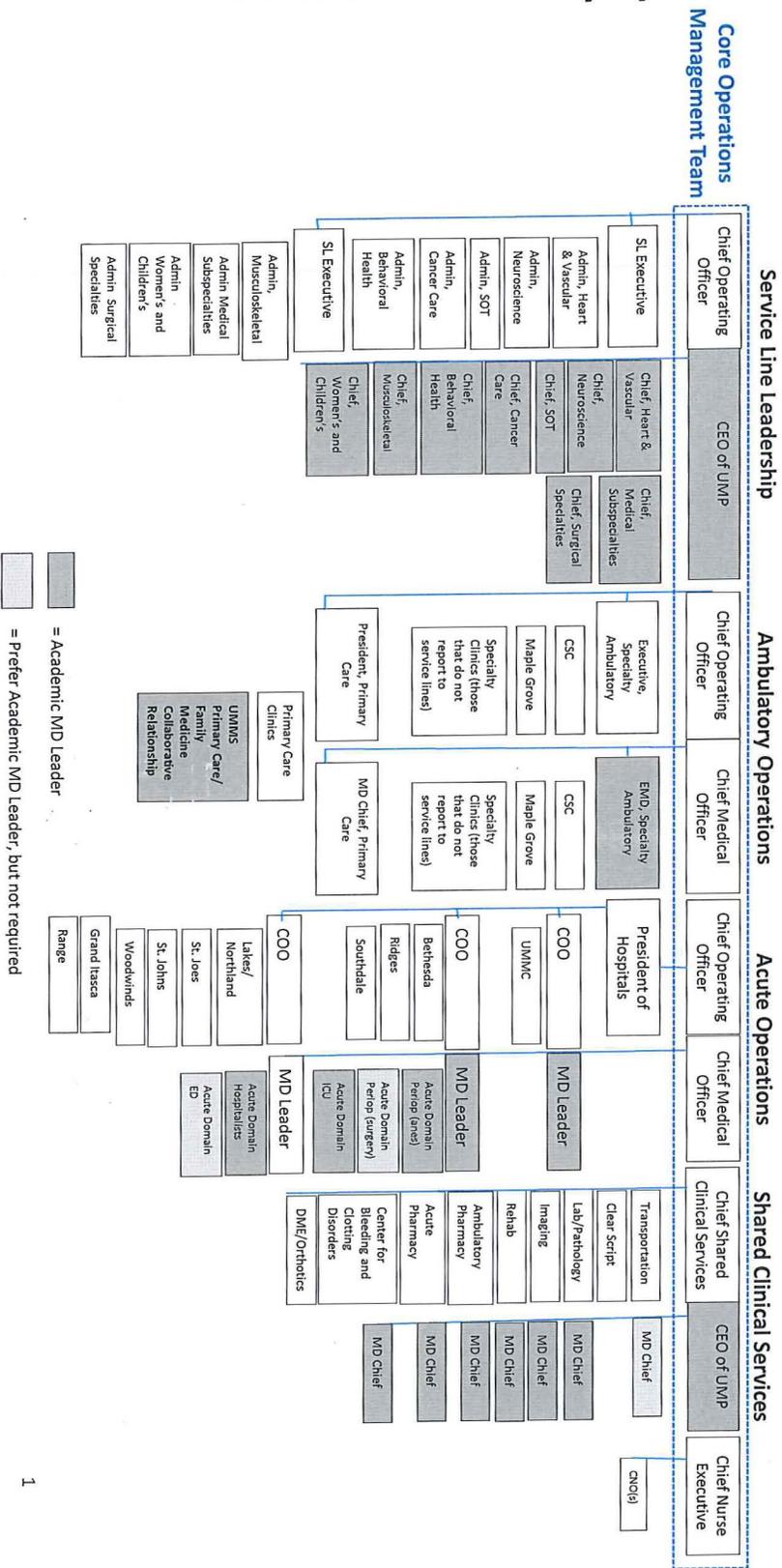


# Joint Care Delivery System

Attachment 4.12

Dean

CEO



**Roles and Responsibilities for Dyad Leaders**

The Matrix/Dyad structure proposed requires all involved to believe in and strive toward inclusivity of ideas and joint decision-making. To remain nimble, identified Dyads will need to have operational responsibility and decision making authority for a number of day to day and strategic decisions to ensure each Dyad is maximizing performance across the entire MHealth Fairview organization; strategic decisions will link to the joint strategy. Each Dyad will work closely with Department Chairs, community physicians, and other key stakeholders across the system and will focus on quality, safety, patient experience, employee engagement, financial performance, growth, regulatory compliance, strategic planning, and capital planning.

Each Dyad partner (physician and executive) will have an equal level of decision making authority and is expected to have equal accountability for all aspects of performance. It is expected that each Dyad partner will provide complimentary skills related to clinical and business functions and that the combination of complimentary skill sets will deliver strong outcomes. Each Dyad will be reviewed annually, individually, and as a team to measure overall performance and progress towards goals. Feedback will be solicited from key stakeholders, dyad partners, community physician leaders, and identified academic leaders.

Decisions need to consider and include all relevant stakeholders. Each Dyad partner (physician and executive) will have the authority to elevate the decisions to the next level of authority if necessary. RACI documents will be developed for each Dyad to ensure clarity on decision-making and authority within the Dyad as well as across the System.

**Dyad Accountabilities:**

**A. Clinical performance**

- Quality
- Safety
- Patient satisfaction/experience
- Referring provider satisfaction

**B. Financial**

- Growth
- Expense and Resource Management
- Budgeting / monthly Financial Performance
- Capital Planning

**C. Academic performance**

- Educational Experience and Environment - promotes involvement of trainees of all levels from all schools.
- Research & Innovations - promotes clinical research/clinical trials across entire organization.

**D. Operational performance**

- Employee/MD engagement (Employed, Academic and Community)
- System-wide provider relationships
- Workflow efficiency – meeting capacity and demand expectations.
- Workflow quality – promote creation/implementation and adherence to care pathways.
- Regulatory Compliance/ Joint Commission

## Attachment 4.13

- Organizational Structure
- Staffing

### E. Strategy

- Annual Strategic Planning
- Growth Plans
- Site / System program rationalization

### F. Operational Resources

- Designated marketing resources
  - Designated financial support (Accounting, Financial reports, Revenue Cycle, etc.)
  - Designated IT resources
  - Nursing clinician experts assigned to each service line
  - Data management and reporting (clinical and financial)
  - Designated Human Resources support
-

### **Chief Academic Officer –PD**

The Chief Academic Officer (CAO) has responsibility for Undergraduate Medical Education (UME), Graduate Medical Education (GME) and clinical research oversight, programming and support within MHealth Fairview. A primary purpose of this role is to expand and enhance academics throughout the M Health Fairview Joint Clinical Enterprise.

#### **Responsibilities include:**

- In collaboration with the Vice Dean for Education and Academic Affairs, develop a strategy to expand medical student education across the system including the development of new educational programs at sites other than UMMC.
- In collaboration with the Vice Dean for Education and Academic Affairs, develop a strategy to expand resident and fellow education across MHealth Fairview including beyond UMMC.
- Develop and implement a process around allocation of GME FTE positions in collaboration with the core operations team.
- Oversee and enhance the learning environment for students, residents and fellows.
- Participate in the planning and be a co-leader in ACGME Clinical Learning Environment Review (CLER) visits. Develop a strategic plan based on results of the CLER visit.
- Serve as the MHealth Fairview representative on the Metro Minnesota Council on Graduate Medical Education and the University of Minnesota Graduate Medical Education Committee.
- In collaboration with the Vice President for Clinical Affairs/Dean, and operations leaders, design and implement a strategy to include training opportunities for other health professions (i.e. nursing, pharmacy).
- Capitalize and expand on the current student placement process within the JCE, including UMP and Fairview, to create a seamless experience for our students from all educational partners.
- Develop authentic interprofessional training sites within M Health Fairview.
- In collaboration with the Vice Dean for Research, design and implement a strategy to expand clinical research throughout M Health Fairview.
- Advise the Dean and CEO on appropriate research-related incentives and a system to measure outcomes.
- Effectuate the commitment by M Health Fairview to become a true academic health system by improving core research operations.
- In collaboration with the UMP CEO, FV CMO, and CTSI leadership, develop informational/education opportunities for clinical staff to learn about clinical research.
- In collaboration with the UMP CEO, FV CMO, and CTSI leadership, develop a system to ensure clinicians understand research opportunities within M Health Fairview.
- Serve as an executive liaison to the M Health Fairview Research and Education Committee.
- Serve on the senior leadership team for Fairview Health Services and the Medical School.

#### **Reporting structure**

- The CAO reports to the UMMS Dean.

**Qualifications**

The CAO will:

- Be a Medical school faculty member.
- Demonstrate passion for the academic mission.
- Have experience in and a successful track record in either patient oriented research or leading education programs within the Medical School.
- Demonstrate the ability to collaborate with diverse constituencies and problem solve in a complex environment
- Have the ability to work within a set of unknowns and develop processes, systems and relationships that will lead to quantifiable enhancement of the academic mission within M Health Fairview.

### Chief Quality Officer Job Description

This Chief Quality Officer will lead a system-wide approach for quality throughout the JCE. Key responsibilities include:

- Develop systems and practices that assure high quality and safe patient care across all areas of the joint clinical enterprise
- Assure performance in high priority quality domains that lead to fulfillment of the organizations' goal re top decile rankings in US News and Vizient and other designated external metrics
- Work with FV and UMP corporate clinical risk functions, to develop a clinical risk management program for the JCE, and practices outside the JCE when appropriate, that is based on current best practices and a proactive process for preventing unexpected outcomes
- Coordinate with public relations/external communications to provide a clinical perspective regarding issues management
- Collaborate with all clinical leaders and align quality and safety practices across the JCE
- Collaborate with academic leaders to systematically build capabilities and skills that assure students and trainees are appropriately exposed to quality and safety procedures and improvement methods
- Promote a high-functioning culture of quality, service, safety, high reliability, patient experience and performance excellence.
- Strengthen the data and information capabilities of the organization to ensure data collection is highly accurate and reliable and champions a data-driven environment in quality and patient safety in partnership with IT and Informatics leadership
- Establishes or enhances quality measurement and improvement activities, including dashboards
- Leads quality program oversight in the following areas:
  - Quality and safety management oversight
  - Health care delivery oversight
  - Quality assessment/measurement and intervention
  - Operations of the Quality Improvement and Patient Safety initiatives
  - Public Reporting
  - Pay-for-performance goals
- Oversees the continuance and enhancement of programs like Safety Always
- In partnership with risk and legal, leads the system credentialing and privileging standards and process
- Represents M Health Fairview locally and nationally in areas related to the quality of care and safety

#### Reporting relationship:

- The CQO reports jointly to the UMP CEO and the FV CMO.
- Annual performance evaluation performed by both UMP CEO and FV CMO with input from appropriate clinical and administrative leaders

#### Additional roles:

Member of senior leadership team

Staff support re: CQE for FV board committee re: "quality committee"

Staff support re: CQE for UMP board re: clinical quality

- **EDUCATION/EXPERIENCE REQUIREMENTS**

- Experience in a leadership role within a complex health system related to either quality or safety with demonstrated ability to drive results and culture change
- Qualified to be a member in good standing of hospital medical staff and a faculty member of the medical school
- Licensed to practice in the State of Minnesota with specialty board certification.
- Experience in a complex academic health setting; demonstrated knowledge and passion for advancing clinical practice through the application of innovation and research
- Demonstrated ability to implement change and lead through influence given the complex nature of the health system
- Has experience leading a team of professionals to achieve outcomes
- Demonstrated passion for creating and maintaining a safety environment of care and improving patient care and experience