MEDICARE SHARED SAVINGS PROGRAM

ACO PARTICIPANT AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of July, 2023 (the "Effective Date") by and between CMG ACO, LLC, a Connecticut limited liability company, having its principal place of business at 116 Washington Avenue, 3rd Floor, North Haven, CT 06473 ("**ACO**") and _____("**ACO Participant**"), a duly licensed Connecticut _____ _____ under the laws of Connecticut, having an office or address at _____ _____ (individually, a "**Party**" and collectively, the "**Parties**"). ACO and ACO Participant are the only Parties to this Agreement. The start date for the ACO's participation in the Medicare Shared Savings Program is January 1, 2015.

In consideration of the promises and the mutual covenants and undertakings set forth in this Agreement, receipt and sufficiency of which is hereby acknowledged, the Parties have executed this Agreement through their duly authorized representatives.

ACO PARTICIPANT	**ACO**
Signature: _____	Signature: _____
Print Name:	Print Name: Joseph L. Quaranta, M.D.
Title: Physician Owner	Title: Manager
Billing TIN (EIN):	Date:
Date:	

RECITALS

WHEREAS, ACO is an ACO that arranges for the delivery or provision of health services to certain Medicare fee-for-service beneficiaries through its contractual arrangements with various health care providers and suppliers; and

WHEREAS, ACO Participant grants ACO authority to act on behalf of ACO Participant to enter into an agreement with the U.S. Department of Health and Human Services ("HHS") Centers for Medicare & Medicaid Services ("CMS") for the Medicare Shared Savings Program for the provision of health care services to Medicare fee-for-service beneficiaries assigned to ACO ("Covered Persons"); and

WHEREAS, ACO Participant agrees to be accountable for quality, cost and overall care of Covered Persons under its care; and

WHEREAS, ACO Participant agrees to maintain a meaningful commitment to ACO by expending time and effort in working collaboratively with ACO medical and administrative staff to continuously improve clinical, performance and administrative standards and adhere to quality

assurance and improvement programs and evidence-based clinical guidelines, thereby becoming eligible for shared savings, if any are available for distribution; and

WHEREAS, ACO Participant agrees to provide or arrange for Covered Services to Covered Persons pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the above recitals, promises, and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The following definitions (or plural) shall apply in this Agreement:

1.1 "**Accountable care organization**" or "**ACO**" shall mean a legal entity that is recognized and authorized under applicable State, Federal, or Tribal law, is identified by a Taxpayer Identification Number (TIN), and is formed by one or more ACO participants that are defined at 42 C.F.R. § 425.102(a) and may also include any other ACO participants described at 42 C.F.R. § 425.102(b).

1.2 "**ACO provider/supplier**" or "**provider/supplier**" shall mean an individual or entity that: (a) is a provider (as defined at 42 C.F.R. § 400.202) or a supplier (as defined at 42 C.F.R. § 400.202); (b) is enrolled in Medicare; (c) bills for items and services it furnishes to Medicare fee-for-service beneficiaries under a Medicare billing number assigned to the TIN of an ACO participant in accordance with applicable Medicare regulations; and (d) is included on the list of ACO providers/suppliers that is required under 42 C.F.R. § 425.204(c)(5).

1.3 "**Agreement**" shall mean this ACO Participant Agreement, together with all attachments, exhibits, schedules, amendments, modifications and updates thereto.

1.4 "**Applicable Law**" shall have the meaning set forth in Section 6.12 hereof.

1.5 "**ACO Participant**" or "**Participant**" shall mean an individual or group of ACO providers/suppliers, that is identified by a Medicare-enrolled TIN, that alone or together with one or more other ACO Participants comprise(s) an ACO, and that is included on the list of ACO participants that is required under 42 C.F.R. § 425.204(c)(5).

1.6 "**CMS MSSP Participation Agreement**" shall have the meaning set forth in Section 2.3 hereof.

1.7 "**CMS Quality Measures**" means the measures defined by the Secretary of HHS, under Section 1899 of the Social Security Act, to assess the quality of care furnished by an ACO, such as measures of clinical processes, utilization and outcomes, patient and, where practicable, caregiver experience of care.

1.8 "**Copayment**" shall mean the fixed dollar amount of the total reimbursement for Covered Services to be paid by Covered Persons.

I.9 "**Covered Person**" shall mean a person entitled to receive Covered Services under the Medicare Shared Services Program.

I.10 "**Covered Service**" shall mean a Medically Necessary medical or health service to which a Covered Person is entitled.

I.11 "**Deductible**" shall mean the amount a Covered Person must pay for health care services before Medicare begins to pay.

I.12 "**Medicare fee-for-service beneficiary**" means an individual who is (a) enrolled in the original Medicare fee-for-service program under both parts A and B; and (b) not enrolled in a Medicare Advantage plan under part C, an eligible organization under Section 1876 of the Social Security Act, or a PACE program under Section 1894 of the Social Security Act.

I.13 "**Medically Necessary**" shall mean necessary to prevent, diagnose, manage or treat conditions in a Covered Person that cause acute suffering, endanger life, result in illness or infirmity, interfere with such person's capacity for normal activity, or threaten some significant handicap. Medically Necessary services must be: (i) consistent with the symptoms or diagnosis and treatment of the Covered Person's condition, disease, ailment or injury; (ii) appropriate with regard to standards of good medical practice as recognized and accepted by the medical community where the service is rendered; and (iii) not solely for the convenience of the Covered Person, ACO, any ACO Participant, any ACO provider/supplier, or any other health care practitioner. In the case of inpatient hospital services, Medically Necessary also shall mean that safe and adequate care could not be provided as appropriately to the Covered Person on an outpatient basis or in a less intensive treatment setting.

I.14 "**Medicare Shared Savings Program**" shall mean the program established under Section 1899 of the Social Security Act, and implemented in CMS regulations at 42 C.F.R. Part 425, as amended from time to time.

I.15 "**Shared Savings**" means a portion of ACO's performance year Medicare fee-for-service Parts A and B expenditures, below the applicable benchmark, that it is eligible to receive payment from CMS for each performance year.

I.16 "**Taxpayer Identification Number**" or "**TIN**" means a Federal taxpayer identification number or employer identification number as defined by the Internal Revenue Service in 26 C.F.R. § 301.6109-1.

ARTICLE II
OBLIGATIONS OF ACO

II.1 Payment. ACO Participant will receive payments directly from Medicare and Covered Persons at Medicare rates for Covered Services provided to Covered Persons. Participant may also receive a portion of any Shared Savings received, and distributed, by ACO, in accordance with the terms described in Attachment A hereto.

II.2 Marketing. ACO shall provide marketing materials for the Medicare Shared Savings Program in accordance with the requirements set forth by CMS, including, but not limited to, 42

C.F.R. § 425.310, and ACO Participant must not use any marketing materials or activities disapproved by CMS and/or ACO.

II.3 CMS MSSP Participation Agreement. ACO shall provide a copy of its participation agreement with CMS for the Medicare Shared Savings Program to ACO Participant (the "CMS MSSP Participation Agreement"), and ACO Participant hereby agrees to comply with all applicable terms and conditions of such participation agreement with CMS and 42 C.F.R. Part 425, each as amended from time to time.

ARTICLE III
OBLIGATIONS OF PARTICIPANT

III.1 Authority. ACO Participant represents and warrants that it has the authority to enter this Agreement on behalf of itself, and to the extent that ACO Participant is an entity, on behalf of providers/suppliers who render services on behalf of ACO Participant during the term of this Agreement. ACO Participant represents that ACO Participant and all ACO providers/suppliers that bill through the TIN of ACO Participant have also agreed to participate and follow MSSP regulations, requirements and conditions of MSSP and all other applicable laws and regulations (including, but not limited to, those specified in 42 CFR Part 425, the participation agreement with CMS, federal criminal law, False Claims Act, anti-kickback statute, civil monetary penalties law, and physician self-referral law). ACO Participant shall provide a list of all such providers/suppliers to ACO (with their provider identifiers and indicating if such providers/suppliers are primary care physicians in accordance with Applicable Law), and ACO Participant shall update its Medicare enrollment information, including the addition and deletion of ACO professionals and ACO providers/suppliers billing through the TIN of the ACO Participant on a timely basis in accordance with Medicare program requirements and notify ACO of any such changes within 30 days after the change. Accordingly, all references to ACO Participant in this Agreement shall include all such providers/suppliers who shall be, and ACO Participant shall ensure are, bound by the terms of this Agreement.

III.2 Qualifications. ACO Participant, at all times during the term of, and as a condition to participating in, this Agreement, must ensure that it and/or its employed/contracted providers/suppliers, to the extent applicable:

III.2.1 possess, and keep in full force and effect, an unlimited license to practice his/her profession in the State of Connecticut and any other licenses, certifications and registrations necessary for the provision of those Covered Services ACO Participant routinely provides;

III.2.2 be board certified in declared primary specialty (unless waived by ACO);

III.2.3 hold and maintain currently valid, unrestricted Drug Enforcement Agency ("DEA") certification and controlled substance registrations;

III.2.4 maintain professional liability (malpractice) insurance coverage in such amounts and type as required by the ACO;

III.2.5 not be excluded by the Department of Health and Human Services' Office of Inspector General ("OIG") from Medicare, Medicaid or any other federal or state healthcare program; and

III.2.6 satisfy such other requirements and conditions as ACO may from time to time establish or that CMS may require.

III.3 Notification. ACO Participant will immediately notify ACO of the occurrence of any of the following related to ACO Participant (with the below references to ACO Participant deemed to include its employed and/or contracted providers/suppliers):

III.3.1 any qualification described in Section 3.2 above at any time ceases to be true, complete and accurate;

III.3.2 any suspension, revocation, condition, limitation or other restriction on any license or certification necessary for the provision of Covered Services;

III.3.3 any investigation or determination by any third-party payer, court or other administrative tribunal that ACO Participant may have or has engaged in, abusive billing, fraud, dishonesty or other acts of misconduct in the rendering or reimbursement of medical services;

III.3.4 any adverse action is taken against ACO Participant by any local, state or national medical society, accreditation agency or any governmental body;

III.3.5 any indictment or conviction of a felony, a criminal offense related to health care or related to the provision of services paid for by Medicare, Medicaid or another federal health care program or sanction by or exclusion from participation in Medicare, Medicaid or any federal health care program;

III.3.6 retirement or relocation of his/her professional practice out of the ACO's service area;

III.3.7 any denial, suspension, restriction, revocation, or voluntary relinquishment in lieu of disciplinary action of medical staff privileges at any hospital;

III.3.8 any requirement to pay damages in any malpractice action by way of judgment or settlement related to a Covered Person;

III.3.9 any cancellation, change or amendment to professional liability insurance policies;

III.3.10 an event or occurrence (including, but not limited to, illness or disability) that will likely interrupt all or a portion of ACO Participant's practice for a period of sixty (60) calendar days or which may have a material adverse effect on ACO Participant's ability to perform his/her obligations hereunder for such a period; or

III.3.11 any change in name, address, telephone number, employer identification number (EIN), taxpayer identification number (TIN) or license number of ACO Participant or its providers/suppliers.

III.4 Provision of Covered Services. ACO Participant shall provide or arrange for the provision of Covered Services to Covered Persons pursuant to the terms and conditions of this Agreement and all applicable provisions of the Medicare Shared Savings Program in accordance with Sections 2.3 and 6.12 hereof. If there is a conflict between the terms and conditions of this Agreement and those of the Medicare Shared Savings Program, the terms and conditions of the Medicare Shared Savings Program shall apply.

III.5 Commitment to ACO. ACO Participant shall be accountable for the quality, cost and overall care provided to Covered Persons. ACO Participant shall (i) maintain a meaningful commitment to ACO by expending time and effort in working collaboratively with ACO medical and administrative staff to continuously improve clinical, performance and administrative standards; (ii) adhere to ACO's quality assurance and improvement program and evidence-based clinical guidelines; and (iii) agree to work with ACO to meet quality reporting standards and requirements set forth in 42 CFR Part 425, Subpart F; (iv) adhere to the beneficiary notification requirements in 42 CFR 425.312. In doing so, ACO Participant shall become eligible for Shared Savings, if any are available for distribution.

III.6 Professional Standards, Policies and Regulations. ACO Participant agrees that all Covered Services rendered hereunder shall be in accordance with generally accepted professional standards of care and in compliance with all relevant ACO policies, rules and procedures (including, but not limited to, its Compliance Plan) and Applicable Law. ACO Participant shall be solely responsible for all medical services, advice and treatment rendered or arranged by ACO Participant to Covered Persons.

III.7 Maintenance of Licenses, Accreditation. Pursuant to Section 3.2 hereof, at all times during the Term, Participant shall maintain the legal authority to arrange for the provision of Covered Services to Covered Persons. Participant shall maintain in good standing all licenses required by law. Evidence of compliance with this Section shall be submitted to ACO upon request and ACO shall make this available to CMS as may be required by the Medicare Shared Savings Program.

III.8 Training and Supervision. ACO Participant shall provide appropriate supervision for all of his or her employees and personnel, and shall ensure that the professional responsibilities of employees comply with Applicable Law, including, but not limited to, the provisions of the Medicare Shared Savings Program.

III.9 Exclusion and Duty to Report. ACO Participant represents and warrants that ACO Participant is not currently subject to, and has no history of, program integrity issues, including any history of Medicare or other government health care program exclusions or other sanctions, or affiliations with individuals or entities that have a history of program integrity issues. ACO Participant shall be required to notify ACO immediately if any such program integrity issues arise in accordance with the provisions hereof. ACO Participant shall immediately notify ACO in writing as soon as ACO Participant is aware of a formal investigation by a governmental entity of ACO Participant or its providers/suppliers or the restriction, suspension or revocation of his or her authority to arrange for the provision of health care services, or the suspension, limitation, restriction, relinquishment or revocation (whether voluntary or involuntary) of licensure, hospital privileges, or Medicaid/Medicare qualification status. ACO Participant shall immediately report to ACO upon ACO Participant's awareness of any claim, suit or other action or proceeding, involving

Covered Services rendered to a Covered Person, and alleging medical malpractice against ACO or ACO Participant, that is pending or has resulted in a judgment against ACO or ACO Participant or has been settled on the basis of any payment by or on behalf of ACO or ACO Participant.

III.10 Compensation. ACO Participant agrees to accept Medicare rates and agrees to be paid directly by Medicare and Covered Persons for Covered Services furnished to Covered Persons. ACO Participant also may be eligible to receive a portion of ACO's Shared Savings, pursuant to the terms described in Attachment A hereto. It is the responsibility of ACO Participant to collect any applicable Copayments and/or Deductibles.

III.11 Claims Submission. ACO Participants shall submit claims for Covered Services furnished to Covered Persons directly to Medicare under the terms and conditions required by Medicare.

III.12 Data Reporting. ACO Participant shall submit encounter data with respect to ACO Participant's participation under this Agreement, medical records, and other such information and data as ACO may reasonably request, as may be required in connection with ACO's reporting and other obligations under the Medicare Shared Savings Program, including, but not limited to:

III.12.1 actual or suspected fraud, waste and abuse or non-compliance with the requirements of this Agreement and any applicable provisions of the Medicare Shared Savings Program; or

III.12.2 responses to CMS requests for information and/or surveys.

III.13 Medical Records and Confidentiality.

III.13.1 Medical Records. ACO Participant shall establish and maintain a complete medical record for each Covered Person in accordance with all legal, regulatory and accreditation requirements.

III.13.2 Confidentiality. In the course of carrying out their obligations under this Agreement, each Party may obtain access to trade secrets, intellectual property, customer lists, business plans, financial data and other non-public information about the other Party's business. All such information shall be deemed "Confidential Information", whether or not marked as such. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is in the public domain, (ii) is already known or obtained by the other Party other than in course of the other Party's performance under this Agreement, (iii) is independently developed by the other Party as evidenced by written records or (iv) becomes known from an independent source having the right to disclose such information without violating any non-disclosure agreement. Each Party shall keep and maintain in strict confidence the other Party's Confidential Information. The Parties to this Agreement acknowledge and agree that this Agreement contains Confidential Information relating to the businesses of the Parties and, as such, this Agreement shall be considered Confidential Information of the Parties and shall be kept and maintained in strict confidence by both Parties. Neither Party shall use the other Party's Confidential Information except as necessary to carry out its obligations under this Agreement and in compliance with the terms hereof. Neither Party shall duplicate, distribute or disclose the other Party's Confidential Information to a third Party without the other Party's prior written consent. ACO Participant shall comply with all applicable laws,

professional standards, and policies regarding the confidential treatment of individual medical information or other information ACO Participant may receive from ACO, including the terms of any data use agreement that ACO is required to sign under the Medicare Shared Savings Program with respect to data provided by CMS. ACO Participant shall, in accordance with state and federal laws and regulations regarding the confidentiality of patient records, comply with requests by any applicable state agency, HHS, CMS, and the Comptroller General of the United States, and their duly authorized representatives to review and copy any and all records pertaining to this Agreement. This Section shall survive expiration, termination or non-renewal of this Agreement.

III.13.3 HIPAA Compliance. ACO and ACO Participant agree to perform their obligations under this Agreement in accordance with Applicable Law, including without limitation, the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 and related regulations promulgated by the Secretary (commonly referred to as the "HITECH Act") and the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d ("HIPAA") and the regulations promulgated thereunder, including, without limitation, the federal privacy regulations (45 CFR Parts 160 and 164), the federal security standards (45 CFR Part 142), and the federal standards for electronic transactions (45 CFR Parts 160 and 162). The Parties agree to the terms and conditions set forth in the Business Associate Addendum attached hereto and incorporated herein as Attachment C. In order to assure that the Agreement remains consistent with HITECH and HIPAA, the Parties agree that Attachment C may need to be amended from time to time, and they further agree to accept, upon written notice, reasonable revisions required to maintain the Agreement's compliance with HITECH and HIPAA. The Parties further agree to comply with the terms of ACO's Data Use Agreement with CMS. This Section 3.13.3 shall survive expiration, termination or non-renewal of this Agreement.

III.13.4 Consent. ACO Participant will obtain consent for disclosure of medical records to state and federal monitoring agencies when required by law prior to disclosure of such information.

III.13.5 Transfer of Records. ACO Participant shall, in accordance with Applicable Law regarding the confidentiality of medical records, transfer copies of a Covered Person's medical records in accordance with requests for such records.

III.14 Audits. ACO Participant hereby acknowledges and agrees that CMS, HHS, the Comptroller General of the United States, the federal government or their designees shall have the right to audit, inspect, investigate, and evaluate any books, contracts, records, documents and other evidence of ACO Participant related to ACO activities that pertain to all of the following:

III.14.1 ACO's compliance with the Medicare Shared Savings Program;

III.14.2 the quality of services performed and determination of amount due to or from CMS under this Agreement; and

III.14.3 the ability of ACO to bear the risk of potential losses and to repay any losses to CMS, if any, at such time as ACO enters into a risk sharing arrangement with CMS.

III.15 Maintenance of Records. ACO Participant hereby acknowledges and agrees:

III.15.1 to maintain and give CMS, HHS, the Comptroller General of the United States, the federal government, or their designees access to all books, contracts, records, documents and other evidence (including data related to Medicare utilization and costs, quality performance measures, shared savings distributions, and other financial arrangements related to ACO activities) sufficient to enable the audit, evaluation, investigation, and inspection of ACO's compliance with Medicare Shared Savings Program requirements, quality of services performed, right to any Shared Savings payment, or obligation to repay losses, ability to bear the risk of potential losses, and ability to repay any losses to CMS;

III.15.2 to maintain such books, contracts, records, documents, and other evidence in accordance with Applicable Law for a period of ten (10) years from the final date of the Term or from the date of completion of any audit, evaluation, or inspection, whichever is later, unless: (a) ACO determines there is a special need to retain a particular record or group of records for a longer period and notifies ACO Participant at least fifteen (15) days before the normal disposition date; or (b) there has been a termination, dispute, or allegation of fraud or similar fault against ACO Participant, in which case ACO Participant must retain records for an additional six (6) years from the date of any resulting final resolution of the termination, dispute, or allegation of fraud or similar fault.

III.15.3 None of the foregoing shall restrict OIG's authority to audit, evaluate, investigate or inspect ACO, ACO Participants, providers/suppliers or other individuals or entities performing functions or services related to ACO activities.

III.15.4 This Section 3.15 shall survive expiration, termination or non-renewal of this Agreement.

III.16 Professional Insurance. ACO Participant must carry professional liability and comprehensive general liability insurance in the minimum amounts required by Connecticut law. ACO Participant must provide at least thirty (30) days prior written notice to ACO of cancellation or termination of the above referenced coverage. If ACO Participant carries professional liability insurance on a claims-made basis (rather than an occurrence basis), upon termination of such insurance or ACO Participant's retirement from the practice of medicine, ACO Participant will obtain permanent "tail insurance" in the amount of the policy limits. This Section 3.16 shall survive termination, expiration or non-renewal of this Agreement.

III.17 Compliance with Beneficiary Notification Requirements. ACO Participant shall comply with all applicable requirements of the Medicare Shared Savings Program with respect to beneficiary correspondence including, but not limited to, the requirements set forth in 42 C.F.R. Section 425.312. Upon notification by ACO, ACO Participant agrees to immediately discontinue any materials that are no longer approved by ACO and/or CMS.

III.18 Other Shared Savings Programs. ACO Participant represents and warrants that ACO Participant is not participating in, and during the Term of this Agreement, shall not participate in, any other Medicare initiative involving shared savings payments, including without limitation, any of the following, in accordance with restrictions imposed under the Medicare Shared Savings Program.

- Independence at Home Medical Practice Demonstration

- Medicare Health Care Quality Demonstration Programs
- Multipayer Advanced Primary Care Practice Demonstration with a shared-savings arrangement
- Care Management for High-Cost Beneficiaries Demonstration
- Physician Group Practice Transition Demonstration
- Pioneer Accountable Care Organization Model Demonstration

III.19 Inducements. ACO Participant agrees to comply with the restrictions set forth in the Medicare Shared Savings Program regulations, including 42 C.F.R. § 425.304, on offering gifts or other remuneration to beneficiaries as inducements for receiving items or services from, or remaining in, ACO.

III.20 Marketing. ACO Participant agrees to comply with the marketing standards set forth in the Medicare Shared Savings Program regulations (including, but not limited to, 42 C.F.R. § 425.310), including discontinuing use of any marketing materials or activities that ACO Participant has been informed have been disapproved by CMS.

III.21 Compliance. ACO Participant agrees (and shall ensure that each ACO provider/supplier billing through the TIN of ACO Participant agrees) to be subject to and meet all requirements and conditions of: (i) Applicable Law, including, but not limited to, relating to the Medicare Shared Savings Program; (ii) the CMS MSSP Participation Agreement; and (iii) the compliance program adopted by ACO.

III.22 Public Reporting. ACO Participant acknowledges that ACO must publicly report certain information regarding ACO, including, but not limited to, the amount of any Shared Savings received by ACO and results of patient care experience surveys in accordance with 42 C.F.R. § 425.308.

III.23 Data Reporting: ACO Participant shall report to ACO and/or CMS, in such manner as is directed by ACO, information, including all quality and cost data, required by the Medicare Shared Saving Program and prescribed by ACO.

III.24 Non-Discrimination. ACO Participant will not discriminate in providing the services hereunder based on race, color, creed, national origin, ancestry, religion, health status, sex, sexual orientation, disability, marital status, age or source of payment.

ARTICLE IV
ADMINISTRATION

IV.1 Peer Review and Credentialing. ACO Participant hereby acknowledges that ACO will individually credential and review ACO Participant, and ACO Participant agrees to assist in and cooperate with the credentialing and review process. ACO Participant shall provide ACO with current practice addresses, medical license numbers, TIN, DEA license numbers, Medicaid/Medicare provider number and specialties, if applicable. ACO will adopt a credentialing and review process for determining eligibility of each ACO Participant and other provider/supplier to contract with ACO. ACO Participant agrees and understands that ACO may be required to release credentialing information to Medicare. ACO Participant hereby releases ACO from any

liability associated with the release of such information as may be required. This Section 4.1 shall survive expiration, termination or non-renewal of this Agreement.

IV.2 Utilization Review and Quality Assessment. ACO Participant shall be accountable for the quality, cost and overall care of Covered Persons. ACO Participant shall be provided copies of, and shall cooperate and comply with utilization review and quality assessment ("**UR/QA**") programs, policies and procedures established by ACO for the Medicare Shared Savings Program, and any other requirements for UR/QA programs set forth in Applicable Law.

IV.3 Practice Standards. ACO Participant shall adhere to evidence-based medicine, practicing beneficiary engagement, reporting on quality and cost metrics and coordinating care as prescribed by ACO. ACO may develop, adopt, and implement various practice standards and/or practice parameters delineating specific protocols for treatment of specific medical conditions. ACO Participant shall comply with such standards and parameters once they have been adopted by ACO; provided, however, that such standards and parameters shall be consistent with accepted medical standards of practice in the community.

ARTICLE V
TERM AND TERMINATION

V.1 Term. The term of this Agreement shall begin upon the Effective Date and shall remain in effect throughout the term of the CMS MSSP Participation Agreement and shall be automatically renewed upon the renewal or extension of such CMS MSSP Participation Agreement.

V.2 Immediate Termination. This Agreement shall be terminated immediately upon the occurrence of any of the following events:

V.2.1 termination of the CMS MSSP Participation Agreement;

V.2.2 if any law is enacted making the enforcement of this Agreement illegal;

V.2.3 failure of ACO Participant to continue to meet the qualifications in Section 3.2 hereof, including, but not limited to, revocation or suspension of ACO Participant's license to practice medicine; or final disciplinary action by a state licensing board or other governmental agency that limits or restricts ACO Participant's ability to practice medicine;

V.2.4 failure to maintain the insurance coverage required hereunder;

V.2.5 imminent harm to patient care;

V.2.6 exclusion, suspension or debarment from participating in any governmental health care programs;

V.2.7 the bankruptcy or insolvency of ACO Participant or ACO; or

V.2.8 determination by a court or administrative tribunal that ACO Participant or ACO has committed fraud.

V.3 Termination Without Cause. After one full performance year (i.e., calendar year), either Party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other Party. Early termination from the ACO may affect ACO Participant's ability to qualify for participation in any Medicare shared savings payment that the ACO receives from CMS.

V.4 Termination Upon Default; Remedial Process.

V.4.1 Upon default in the performance of any material term of this Agreement by either Party and failure of the defaulting Party to cure such default within thirty (30) days after written notice from the other Party of such default, or, if such default is not able to be cured within the such 30-day period, the non-defaulting party may terminate this Agreement upon the expiration of such 30-day period.

V.4.2 For the Medicare Shared Savings Program and in compliance with the requirements of said Program, ACO Participant will be subject to (and shall take remedial action against its ACO providers/suppliers) the remedial and appeals process described in Attachment B for termination by ACO pursuant to Section 5.4.1 or Section 5.2.3 through 5.2.8, which shall constitute "For-Cause Termination".

V.5 Close-Out Process Upon Termination. Upon expiration or termination of this Agreement for any reason, ACO Participant shall cooperate with ACO in the completion of a close-out process. Specifically, ACO Participant agrees to, among other things, furnish all data necessary to complete the annual assessment of ACO's quality of care and to address other relevant matters.

ARTICLE VI
MISCELLANEOUS

VI.1 Entire Agreement. This Agreement, including all exhibits, attachments and appendices hereto, sets forth the entire and only agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, whether written or oral.

VI.2 Amendment of this Agreement. This Agreement may be amended at any time by written agreement of both Parties. In addition, this Agreement may be amended by ACO on thirty (30) days' prior written notice or such other notice period as may be required by Applicable Law. If ACO Participant objects to such amendment, ACO Participant may give notice of such objection and intent to terminate the Agreement on the effective date of the amendment within thirty (30) days of receipt of notice of such amendment.

VI.3 Representation. The Parties warrant and represent that all information and statements provided to the other Party to facilitate the execution of this Agreement are true, accurate, and complete to the best of their knowledge. Any willfully inaccurate or willfully incomplete information or misrepresentation of information provided by either Party may result in the termination of this Agreement by the aggrieved Party in accordance with the terms set forth in this Agreement.

VI.4 Participant's Authority. ACO Participant shall have no authority to enter into any contracts binding upon ACO, or to create any obligation on the part of ACO, except such as shall be specifically authorized by the ACO's Board of Managers or by an officer of ACO, acting pursuant to authority granted by the Board of Managers.

VI.5 No Authority to Obligate ACO. It is understood and agreed that no authority has been granted to ACO Participant to contract any debt or enter into any obligation, either express or implied, binding ACO to the payment of money or otherwise, nor to sign or endorse ACO's name on any commercial papers, contracts, advertisements, or instruments of any nature.

VI.6 Independent Contractors. For the purpose of this Agreement and all services to be provided hereunder, each Party is, and will be deemed to be, an independent contractor, and not an agent or employee of the other Party and neither may hold itself out as an agent or employee of the other Party.

VI.7 Assignment. ACO Participant may not assign its rights or delegate its responsibilities under this Agreement without the prior written consent of ACO. ACO may, without ACO Participant's prior consent, assign or delegate its responsibilities under this Agreement to an affiliate, to an entity with which it has entered into an agreement of merger, consolidation or sale of all or substantially all of its assets, or to any other entity which may fulfill some or all the obligations of ACO as defined hereunder.

VI.8 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective subcontractors, successors and assigns, provided that this provision does not authorize any subcontract or assignment by either Party not otherwise permitted by this Agreement.

VI.9 Notice. All notices required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed effectively given: (i) on the date of receipt if personally delivered or emailed to the Party to whom the same is directed; or (ii) on the third (3rd) day after mailing if mailed by first-class mail, to such Party, postage prepaid, addressed to the following addresses, or to such other addresses as the Parties may hereafter designate by like notice. If sent to ACO Participant, notice shall be sent to ACO Participant at the address set forth on page one of this Agreement or the most current address that ACO Participant has provided to ACO in writing and if to ACO at 116 Washington Avenue, 3rd floor, North Haven, CT 06473.

VI.10 Exclusivity of TIN. As required by the Medicare Shared Savings Program under 42 C.F.R. § 425.306, ACO Participant TINs upon which beneficiary assignment is dependent shall be exclusive to ACO for purposes of Medicare beneficiary assignment. To the extent an ACO Participant bills under a TIN upon which beneficiary assignment is not dependent, the TIN is not required to be exclusive to ACO.

VI.11 Governing Law; Forum. This Agreement shall be governed in all respects by the laws of the State of Connecticut, without regard to conflicts of law principles. Venue for any legal actions or proceedings arising from or in connection with this Agreement will be in the courts situated in New Haven County, Connecticut.

VI.12 Compliance with Medicare Shared Savings Program, CMS, Medicaid and Other Laws. ACO Participant shall comply with all Medicare Shared Savings Program, Medicare and Medicaid laws, rules, regulations, reporting requirements and CMS instructions and all applicable Medicare and Medicaid operating procedures, rules, regulations, medical policies and billing guidelines, including but not limited to those requirements specified in this Agreement. ACO Participant shall comply with all federal, state and municipal laws, statutes, ordinances, orders and regulations applicable to the conduct of ACO Participant's activities. Notwithstanding any other provisions of this Agreement, the Parties shall comply with all applicable state and federal laws, regulations, rules and guidance, including, but not limited to, federal criminal laws, the False Claims Act (31 U.S.C. 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. 1320a-7b(b)), the Civil Monetary Penalties Law (42 U.S.C. 1320a-7a) and the Physician Self-Referral Law (42 U.S.C. 1395nn). The foregoing items in this Section shall be referred to herein as "Applicable Law". ACO Participant shall ensure that each ACO provider/supplier billing through the TIN of ACO Participant agrees to comply with Applicable Law.

VI.13 Severability. In the event that any of the covenants, terms or provisions of this Agreement are found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be deemed reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

VI.14 Waiver. Failure of either Party to enforce a right at any time under this Agreement is not and will not be deemed to be a waiver of that right or the ability to subsequently assert that right relative to the particular situation involved or to terminate this Agreement arising out of any subsequent default or breach.

VI.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together constitute one and the same instrument. Any signature delivered via facsimile or delivered electronically in PDF format shall be deemed to be an original signature hereto.

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Attachment A
Distribution of Shared Savings

In order to qualify for participation in any Medicare shared savings payment that the ACO receives from CMS, each ACO Participant must satisfy the following four conditions:

1. Participation in the ACO for the full calendar year;

2. Use of high-speed internet;

3. Effective deployment of health information technology (e.g., electronic health records and web-based solutions and portals that facilitate data exchange, process referrals, obtain authorizations, or create patient registries) to enable the Parties to meet their respective obligations under this Agreement. Active participation in and meaningful use of ACO's population health informatics IT platform will satisfy this condition.

4. Attendance at ACO orientation/training once per year.

Each ACO Participant who satisfies the above conditions shall be deemed eligible to receive a portion of the shared savings payment from CMS, if any, based that individual's performance on each of CMS' quality measures in four performance domains (Patient Experience, Care Coordination / Patient Safety, Preventative Health, and At-Risk Population).

ACO Participant's payment on each quality measure is based on the ability to achieve certain performance thresholds. The ACO will calculate each ACO Participant's quality scores for each of CMS' measures based upon CMS claims files as well as Consumer Assessment of Healthcare Providers and Systems (CAHPS) and Clinician and Group Consumer Assessment of Healthcare Providers and Systems (CGCAHPS) survey data. The ACO will use best efforts to share such performance data with ACO Participants at least quarterly, dependent upon receipt of such data from CMS.

The ACO's shared savings calculations and distributions to ACO Participants will be completed annually. Eligibility of an ACO Participant to participate in any shared savings and the amount of any payment to an ACO Participant shall be determined by the ACO in its sole discretion in accordance with the methodology set forth above; provided however, the ACO may modify the methodology used to determine shared savings distributions on an annual basis or to comply with changes to CMS regulations at any time. The ACO will provide notice to ACO Participants of any such changes.

Attachment B
Remedial and Appeals Process

ACO shall monitor the compliance of ACO Participant with established standards, benchmarks and goals to promote high-value, quality health care services and to ensure that all Covered Services rendered hereunder by ACO Participant shall be in accordance with generally accepted professional standards of care and in compliance with all relevant ACO policies, rules and procedures (including, but not limited to, its Compliance Plan) and Applicable Law.

I. Remedial Process/Termination.

In the sole discretion of ACO, non-compliance with the requirements of the Medicare Shared Savings Program and other program integrity issues (including those identified by CMS) and substandard performance may result in either: (i) For-Cause Termination of ACO Participant's participation in ACO; (ii) imposition of certain improvement actions and corrective action plans to be taken by ACO Participant to remedy performance deficiencies and allow ACO Participant to demonstrate improvement over a designated implementation period; and/or (iii) denial of incentive (shared savings) payments. ACO Participant shall agree to and acknowledge in writing a letter from ACO, which shall be placed in ACO Participant's credentialing file, setting forth the required improvement actions and other details relating to the remedial process. Unless otherwise designated by ACO in such letter, ACO Participant shall be required to document completion of the improvement activities within thirty (30) days of the date of such letter and to meet with the medical director of ACO to review progress sixty (60) days from the date of such letter.

Improvement actions designated by ACO may include, but are not limited to:

A. CME. Completion of targeted continuing medical education activity pertinent to the areas of deficiency.

B. Proctoring. Proctoring by the Medical Director or appropriate clinical leadership. A record of the proctoring activity and any examination shall be placed in ACO Participant's credentialing file.

1. EHR Instruction. Training regarding the correct input of data using electronic health records ("EHR"). Web-based training by the vendor and/or instruction by ACO staff, or the Medical Director shall be offered and documented.

ACO Participant's continued failure to meet the targeted standards after the end of the implementation period set forth in the letter may result in For-Cause Termination of Participant's participation in ACO.

II. Appeals.

Prior to any For-Cause Termination under this Agreement, ACO Participant shall have the right to appeal the finding to a peer review committee created by ACO that shall include ACO's medical director and clinical leadership in the specialty practice area of ACO Participant, as applicable. The peer review committee shall provide a final recommendation to the ACO Board of Managers regarding termination, and the decision of the Board of Managers regarding termination

thereafter shall be binding and non-appealable. The foregoing shall in no way limit ACO's termination rights based on any other grounds for termination set forth in this Agreement or for subsequent substandard performance.

Attachment C
Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM (the "BA Addendum") is made and entered into as of the effective date of the ACO Participant Agreement (the "Effective Date") to which it is attached and incorporated into, between CMG ACO, LLC ("Business Associate") and the ACO Participant ("Covered Entity").

WHEREAS, Covered Entity and Business Associate are parties to an ACO Participant Agreement pursuant to which Business Associate provides certain services to Covered Entity. To meet the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 ("HIPAA"), including its regulations and guidance, and including the HIPAA updates from Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Title XIII of Division A and Title IV of Division B of the American Recovery and Reimbursement Act of 2009, Public Law No. 111-005, Covered Entity and Business Associate (each a "Party" and collectively the "Parties") do hereby agree to be bound by the terms of this BA Addendum as follows:

I. Definitions

1. Catch-all definition:

The following terms used in this BA Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach; Data Aggregation; Designated Record Set; Disclosure; Health Care Operations; Individual; Minimum Necessary; Notice of Privacy Practices; Protected Health Information ("PHI"); Required By Law; Secretary; Security Incident; Subcontractor; Unsecured Protected Health Information; and Use.

2. Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this BA Addendum, shall mean CMG ACO, LLC.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this BA Addendum, shall mean the ACO Participant listed on the signature page of the ACO Participant Agreement between the Parties.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of Business Associate
Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by this BA Addendum or as Required By Law;
(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (the HIPAA "Security Rule"), with respect to Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for by this BA Addendum;

(c) Report, to Covered Entity, any Use or Disclosure of PHI not provided for by this BA Addendum of which Business Associate becomes aware, including breaches of Unsecured Protected Health Information ("Breach") as required at 45 CFR 164.410, and any Security Incident ("Incident") of which Business Associate becomes aware;

(1) Business Associate shall make such report to Covered Entity no later than ten (10) days after Business Associate becomes aware of the Breach or Incident, and provide all information Covered Entity may require to meet its obligation pursuant to 45 CFR 164.404;

(2) Unless Covered Entity instructs otherwise, Covered Entity shall be responsible for Breach notifications to patient, HHS, and/or the media, with respect to Breaches or Incidents of Business Associate. Business Associate shall not contact patients about Breaches or Incidents without Covered Entity's permission. Business Associate shall be responsible for all costs or damages incurred by Covered Entity related to Business Associate's (or Business Associate's Subcontractors') Breach or Incident.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

(e) Make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available to Covered Entity the information required to provide an accounting of Disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

(i) Make Business Associate's internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

III. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this BA Addendum, Business Associate may use or disclose PHI as necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as directed by Covered Entity or as specified in any service agreements or vendor contracts between the Parties, provided that such Use or Disclosure would not violate the HIPAA Rules if done by Covered Entity, or the Minimum Necessary policies and procedures of the Covered Entity, as required by 45 CFR 164.504(e)(2)(i).

(b) Business Associate may use or disclose PHI as Required By Law.

(c) Business Associate agrees to make Uses and Disclosures of, and requests for, PHI consistent with Covered Entity's Minimum Necessary policies and procedures.

(d) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, including that:

(1) Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HIPAA Rules;

(2) Business Associate will not engage in any communications which might be deemed to be "marketing" under the HIPAA Rules.

(e) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(f) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity to the extent permitted by Covered Entity.

(h) Business Associate may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c) only after receiving specific permission from Covered Entity to do so.

IV. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520 to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

V. Term and Termination

(a) Term. The Term of this BA Addendum shall be effective upon the Effective Date and, subject to (b), (c) and (d) below, shall terminate at such time as all services or contracts have been completed, unless terminated for cause as authorized in paragraph (b) of this Section, whichever is earlier.

(b) Termination for Cause. Business Associate authorizes termination of this BA Addendum by Covered Entity, at the Covered Entity's option, if Covered Entity determines Business Associate has violated a material term of this BA Addendum and Business Associate has not cured the breach or ended the violation within thirty (30) days.

(c) Upon termination of this BA Addendum for any reason, with respect to PHI received from Covered Entity, or PHI created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall:

(1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that Business Associate still maintains in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of

the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this BA Addendum; and

(5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this BA Addendum.

VI. Miscellaneous

(a) Regulatory References. A reference in this BA Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this BA Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this BA Addendum shall be interpreted to permit compliance with the HIPAA Rules.