PRIVIA QUALITY NETWORK CENTRAL FLORIDA, LLC
PARTICIPATION AGREEMENT

This Participation Agreement (this "**Agreement**") is made as of _______, 2024 (the **"Effective Date")** by and between Privia Quality Network Central Florida, LLC, Delaware limited liability company and a clinically integrated network (as defined herein) (the "**CIN**"), and _________________, LLC, a [**insert state][insert type of entity]** ("**Practice**"). (The CIN and Practice are each referred to herein individually as a "**Party**" and, collectively, as the "**Parties**"). Capitalized terms not defined in the Recitals are defined in Article I.

RECITALS

WHEREAS, the CIN has been created to develop and implement a Clinical Integration program and to become a Clinically Integrated Network that supports and encourages the delivery of quality health care services in the community, including by providing Clinical Integration support services to Participating Providers;

WHEREAS, the CIN intends to enter into an agreement with physician practices, including Practice, for and on behalf of such physicians and other clinicians who are employees, partners, members or shareholders of such practices (each, a "**Clinician**" and, collectively, the "**Clinicians**") and health systems, hospitals and other institutional providers of health care services (each such institutional provider and Clinician being a "**Provider**") to attain the following objectives consistent with the CIN's status as a Clinically Integrated Network: (a) facilitate care coordination, including health and wellness initiatives, for the care and treatment of Enrollees; (b) establish evidence-based clinical practice guidelines and clinical quality indicators to further and verify continually improving quality care and outcomes; (c) utilize health information technology and data sharing to achieve the stated goals of the CIN; (d) create new models of reimbursement for Clinicians and Providers, including models that hold them accountable for meeting quality and outcomes benchmarks, (e) contract with Payors whose Enrollees are assigned to the CIN (each Contract entered into by the CIN with a Payor being a "**Payor Contract**") to provide Covered Services to Enrollees within the scope of the Provider's licensure, certification or practice, as applicable, and (f) contract with the Centers for Medicare and Medicaid Services ("**CMS**") to participate in the Medicare Shared Savings Program ("**MSSP**");

WHEREAS, Practice wishes to participate in the CIN, to contribute to the attainment of CIN objectives and to provide or arrange for the provision of Covered Services to Enrollees in accordance with the terms and conditions set forth in this Agreement and the terms of the applicable Payor Contracts; and

WHEREAS, Practice has granted and/or has arranged each Participating Practice Provider, as defined herein, to grant, CIN certain data related to such Participating Practice Provider's practice by delivering to CIN and executed Network Entrance Form; and

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, including the Recitals and other valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, and for their mutual reliance, the Parties agree as follows:

Article 1 - Definitions

1.1. **Definitions.** As used herein, the following terms have the respective meanings specified below:

1.1.1 "**APC**" means an Advanced Practice Clinician, who may be a physician assistant, nurse practitioner, nurse anesthetist, nurse midwife, social worker, or other Clinician practicing in an advanced capacity pursuant to licensure or certification.

1.1.2 "**Board**" **or** "**CIN Board**" means the governing board of Privia Quality Network Central Florida, LLC.

1.1.3 "**Change in Control**" means (i) a merger of Practice in which Practice is not the continuing or surviving entity; (ii) a sale or transfer of all or substantially all of the assets of Practice in one or a series of transactions; or (iii) a complete liquidation or dissolution of Practice.

1.1.4 "**Clinical Integration**" means (as defined by the federal antitrust agencies) an active and ongoing program to evaluate and modify the clinical practice patterns of the health care providers who participate in a network so as to create a high degree of interdependence and cooperation among the network's participants to control costs and ensure quality through substantially all of the following activities: (a) the use of common evidence-based medicine guidelines and performance benchmarks; (b) the capture, sharing and reporting of performance data, utilization data, quality of care metrics and cost of care data; (c) the evaluation of Participating Provider's individual and collective performance relative to such evidence-based medicine guidelines and performance benchmarks, including, as necessary corrective action measures for nonperforming Participating Providers; (d) the active engagement of patients in the care delivered by the Participating Providers; and (e) the use of common health information technology and exchange of patient care data across the network of Participating Providers.

1.1.5 "**Clinically Integrated Network**" means a network that undertakes a program of Clinical Integration.

1.1.6 "**Covered Services**" means those Health Care Services that each Provider is required to provide or arrange for Enrollees in accordance with the terms of the applicable Payor Contract and of this Agreement.

1.1.7 "**Enrollee**" means an individual who is entitled to receive Covered Services under the terms of a Payor Contract, including but not limited to, a Medicare fee-for service beneficiary.

1.1.8 "**Excluded Individuals**" means those individuals or entities that are excluded under the U.S. Department of Health and Human Services ("**HHS**") Office of Inspector General's ("**OIG**") List of Excluded Individuals/Entities, the U.S. General Services Administration's Excluded Parties List System, or otherwise

excluded from participation in Medicare or other Federal Health Care Programs, or are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency.

1.1.9 "**Federal Guidance**" means regulations, guidance documents or other pronouncements related to the MSSP as issued by CMS to the extent that such is binding on accountable care organizations ("**ACOs**") participating in the MSSP.

1.1.10 "**Federal Health Care Programs**" shall be defined as set forth in 42 U.S.C. § 1320a-7b(f).

1.1.11 "**Health Benefit Plan**" means an agreement between a Payor and an employer, association, governmental body or individual specifying the Covered Services to be provided to Enrollees under such Plan and the terms and conditions under which such Covered Services are to be provided.

1.1.12 "**Health Care Services**" means professional or institutional services, as applicable, performed by Providers.

1.1.13 "**HIPAA**" means the Federal Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 201 et seq., and the HIPAA Privacy and Security Regulations at Parts 160, 162 and 164 of Title 45 of the Code of Federal Regulations, as amended by the Health Information Technology for Economic and Clinical Health ("**HITECH**") Act enacted as a part of the American Recovery and Reinvestment Act of 2009.

1.1.14 "**Medical Director"** means a physician who is engaged or designated by the CIN to oversee and coordinate clinical elements of the CIN's Clinical Integration program.

1.1.15 "**Network"** means all Participating Providers collectively.

1.1.16 "**Operating Agreement**" means the operating agreement of Privia Quality Network Central Florida, LLC, as may be amended from time to time.

1.1.17 "**Participating Practice APC**" means an APC who is an employee or independent contractor of Practice.

1.1.18 "**Participating Practice Physician**" means a physician who is licensed in any state in which he or she provides Health Care Services and is a partner, member, shareholder, employee and/or independent contractor of Practice.

1.1.19 "**Participating Practice Professional**" means a Participating Practice Physician or a Participating Practice APC.

1.1.20 "**Participating Provider**" means any Provider or employee, partner, member or shareholder of a Provider that has entered into a written contract with the CIN to participate in the Clinical Integration program and to be part of the Network.

1.1.21 **“Payor”** means an insurance carrier, health maintenance organization, pre-paid plan, third party administrator, trust fund employer, employee welfare benefit plan, state or federal governmental agency or program, or any other party responsible for providing payment or reimbursement for Covered Services provided to Enrollees.

1.1.22 “**Primary Care Physician**” means a Participating Practice Physician practicing in the field of Family Medicine, General Medicine, Internal Medicine, Geriatric Medicine and Pediatric Medicine.

1.1.23 “**Protected Health Information**” shall have the same meaning given to that term in 45 C.F.R. § 160.103; provided, however, that for purposes of this Agreement, Protected Health Information shall not include employment records held by a health care provider or Payor solely in its role as employer.

1.1.24 “**Rules**” means any and all of the CIN’s standards, policies, protocols, programs, regulations and procedures as adopted by the Board and set forth in writing and made available to Practice during the Term of this Agreement, as defined in Section 5.1, including, but not limited to, any case management, care coordination, referral guidelines, quality assurance, quality improvement, medical records, funds flow and clinical integration policies and programs, including those processes adopted by the CIN to promote evidence-based patient-centered medicine, promote patient engagement, provide for feedback and performance improvement on quality and cost metrics, provide an internal review procedure, and coordinate care among primary care physicians, specialists, and acute and post-acute care providers.

Article 2 - Practice Representations, Rights and Obligations

2.1. **General**. Practice agrees to be a Participating Provider in the Network and, as such, agrees to abide by the Rules of the CIN. The CIN may amend the Rules at any time, but will use reasonable efforts to provide notice of such amendments at least thirty (30) days prior to their effective date. The Parties agree that any amendments to the Rules that are necessary to comply with laws and regulations, or the terms and conditions of any Payor Contract, do not require thirty (30) days prior notice and shall be effective as stated in such notice. Amended Rules shall become effective as of the indicated effective date in the amended Rules. Practice shall abide by the determinations of the CIN Board in all matters related to compliance with the Rules and this Agreement by Practice and the employees and agents of Practice. The Rules will, however, include a process by which Practice may seek a review of any determination to which it objects; provided, however, that recourse to such review process shall not be a prerequisite to the right of a Party to terminate this Agreement in accordance with Section 5.2.

2.2. **Practice Representations Regarding Qualifications**. Practice represents and warrants as follows, and covenants that, as of the Effective Date and at all times during the Term of this Agreement, the following shall be true and correct; provided, however, that the CIN Board may waive any of the requirements set forth below in individual cases if it determines that such waiver is in the best interests of the Clinically Integrated Network:

(a) Practice is enrolled in the Medicare fee-for-service program either as a Participating or Non-Participating supplier; provided, however, that this requirement shall not apply to a Practice that is a pediatric specialty practice or a Participating Practice Professional within the Practice who is a pediatric specialist;

(b) Each of its Participating Practice Professionals who provides Covered Services currently possesses, and will keep in full force and effect (i) an unlimited license in his or her profession in any state in which Participating Practice Professional provides Health Care Services and (ii) any other licenses and registrations necessary for the provision of the Health Care Services that each Participating Practice Professional currently provides;

(c) Each of its Participating Practice Professionals who provides Covered Services practices in compliance with all applicable professional standards and criteria, as required by federal and state law, and all other applicable federal and state laws, rules and regulations;

(d) Neither Practice nor any of its Participating Practice Professionals is an Excluded Individual and Practice does not employ, obtain services from or contract with, or hire, any Excluded Individuals;

(e) Each of its Participating Practice Professionals who may prescribe controlled substances currently holds, and shall maintain, a current and valid federal Drug Enforcement Agency ("**DEA**") number and state equivalent thereof and, if Practice or any Participating Practice Professional will dispense or administer controlled substances, a valid registration certificate and/or license to dispense or administer. No Participating Practice Professional who may prescribe or administer controlled substances has been reprimanded, sanctioned or disciplined by the DEA or any similar state agency or commission, been denied a drug enforcement registration number or license to dispense drugs, or had a drug enforcement registration number or license to dispense drugs restricted or revoked;

(f) Each Participating Practice Physician, who is not a Primary Care Physician and whose practice involves admitting or treating patients of hospitals, is a member in good standing of the medical staff of a hospital that is a Participating Provider and will not, throughout the Term of this Agreement, have his or her level of membership privileges reduced for any reason other than Participating Practice Physician's activity level at such hospital;

(g) Each Participating Practice Physician who provides Covered Services:

  (i) is "Board Certified" as that term is defined by the American Board of Medical Specialties ("**ABMS**") or the American Osteopathic Association ("**AOA**") to practice medicine or osteopathy, respectively in his or her declared specialty or a higher-level specialty and will maintain the highest-level certification obtained

from the relevant ABMS Member Board or AOA Specialty Certifying Board; or

(ii) is "**Board Eligible**" as that term is defined by ABMS or AOA, as applicable, and will be Board Certified within the eligibility period established by the relevant ABMS Member Board or AOA Specialty Certifying Board; or

(iii) is granted a waiver from the requirements in both (1) and (2) above following a recommendation by the CIN Board;

(h) Each Participating Practice Professional who provides Covered Services meets such other criteria as the CIN Board may from time to time require or as otherwise set forth herein; provided, however, that Practice has first been given prior written notice of those criteria; and

(i) Each Participating Practice Professional that bills through Practice: (a) has authorized Practice to contract on his or her behalf; (b) has agreed to participate in each and every Payor Contract, including, without limitation, the MSSP, unless participation in a particular Payor Contract has been waived specifically by the Board; and (c) has agreed to follow all conditions and requirements of such Payor Contracts, including without limitation, the Federal Guidance and, if applicable, the MSSP Participation Agreement.

If, during the Term of this Agreement, any of the representations above are determined to be untrue or shall become untrue, Practice will immediately notify the CIN in writing and the CIN will have the right to terminate this Agreement immediately; provided, however, that, if, upon notice from Practice to the CIN, Practice removes the Participating Practice Professional with respect to whom the representation has become untrue from providing Covered Services to Enrollees under Payor Contracts within five (5) days of receiving such termination notice from the CIN, and provides assurance that such removal will be in effect until the CIN otherwise agrees, then this Agreement shall not be terminated with respect to Practice.

2.3. **Notice of Disciplinary Actions**. As a continuing condition of participation in the Network, Practice shall notify the CIN in writing within five (5) days following Practice's obtaining actual knowledge of any of the following matters:

(a) any action taken by any governmental authority to restrict, suspend or revoke any license or certification required for the provision of Health Care Services of any Participating Practice Professional, or the expiration of such licensure or certification, in any state or jurisdiction;

(b) any disciplinary action against a Participating Practice Professional by a hospital (other than an action for failure to sign medical records);

(c) the permanent suspension, revocation, imposition of mandatory

consultation requiring prior approval, or involuntary modification or reduction of the medical or ancillary (as applicable) staff privileges of a Participating Practice Professional at any hospital or other institutional health care provider;

(d) the revocation, discontinuance or loss of Credentialing, as defined in Section 3.2, or any other status as a participating or approved health care provider, of a Participating Practice Professional by a Payor;

(e) any disciplinary action, or remedial measures taken, against a Participating Practice Professional by a state licensing board, governmental agency, certifying organization or professional society;

(f) a final determination is made by a court or regulatory agency that Practice, or any of its Participating Practice Professionals, has committed fraud;

(g) the imposition of any final sanctions against Practice or a Participating Practice Professional under the Medicare or Medicaid programs or any other Federal Health Care Program;

(h) any criminal action against a Participating Practice Professional relating to the individual's professional practice; or

(i) any other act, occurrence, condition or situation that might materially affect the ability of any Participating Practice Professional to provide Health Care Services.

2.4 **Participating Practice Professionals**. Practice hereby agrees that all Clinicians at the office address(es) listed on **Schedule 2.4** of this Agreement will be Participating Practice Professionals. Practice further agrees that it and the Participating Practice Professionals will participate in the CIN as contemplated in, and subject to the terms and conditions of, this Agreement. Practice shall, and shall ensure that its Participating Practice Professionals, abide by the Rules. Subject to review process in the Rules and the exercise of its termination rights, Practice shall, and shall ensure that its Participating Practice Professionals, abide by the determinations of the Board in all matters related to Practice's and its Participating Practice Professionals' compliance with the Rules and this Agreement.

2.4.1 *Office or Division Participation.* In the event that Practice is a professional limited liability company or a professional corporation with two (2) or more offices or divisions and full-time office locations, Practice will notify the CIN as to which office(s), location(s) or division(s) it desires to include for participation in the CIN. The CIN Board will make the final determination as to which office(s), location(s) or division(s) will participate in the CIN but Practice shall not be obligated to participate at any office, division or location other than those indicated to CIN.

2.4.2 *Office or Division Additions.* In the event Practice adds one or more practice

locations or divisions after the Effective Date, the CIN Board will consider whether the inclusion of each additional location individually under the terms of this Agreement is in the best interests of the CIN. Unless it is added to **Schedule 2.4** to this Agreement via written amendment, any such additional location is specifically excluded from participation in this Agreement.

2.4.3 *Addition and Removal of Participating Practice Professionals.* In the event that a Participating Practice Professional leaves or otherwise ceases to be associated with the Practice, Practice shall provide notify CIN within ten (10) business days of such departure and such Participating Practice Professional shall be removed from **Schedule 3.4** of this Agreement. In the event that Practice employs or otherwise brings in a new Clinician, Practice shall provide such Clinician's Credentialing information, as provided for in Section 3.2 herein, and, upon successful Credentialing, such Clinician shall become a Participating Practice Professional. Practice acknowledges that such newly enrolled Participating Practice Professional may not be immediately added to any particular panel and the effective date of his or her participation will depend upon the specific Payor Contract.

2.5 **Notice of Changes**. Practice shall notify the CIN within thirty (30) days in the event of any change of the name, address, telephone number(s), business hours, license number, employer identification number, taxpayer identification number, provider transaction access number or National Provider Identifier of Practice or of any Participating Practice Professional. Practice shall notify the CIN at least thirty (30) days in advance of any Change in Control of Practice.

2.6 **CIN Purpose**. Practice agrees to use commercially reasonable efforts to assist the CIN in fulfilling its purpose, which includes, but is not limited to, the promotion of evidence- based medicine, the promotion of patient engagement, and the development of an infrastructure to enable the CIN to monitor, provide feedback, and evaluate its Participating Providers' performance and to use these results to provide better care for individuals, improved health for populations and lower per capita growth in expenditures for Enrollees. Practice understands that Clinical Integration and the success of the CIN require Practice's active and ongoing participation. Practice therefore agrees to cooperate in the development and implementation of the CIN's Clinical Integration program as well as actually participating therein.

2.6.1 **Compliance with Clinical Performance Initiatives and Patient Care Protocols**. Practice understands that (i) the CIN (as provided for in the Operating Agreement), with the involvement and feedback of Participating Providers, will develop clinical performance initiatives and patient care protocols in accordance with the Rules, as adopted by the Board as a part of CIN's Clinical Integration program. Practice agrees to adopt and comply with the CIN clinical performance initiatives and patient care protocols with respect to the Enrollees within a reasonable time frame as set by the CIN Board and shall assist the CIN, as necessary, in completing quality, efficacy, safety and cost assessments required in connection with such Clinical Integration activities. Practice acknowledges and

agrees that the CIN's Clinical Integration activities may include the CIN contacting Enrollees directly to conduct patient satisfaction surveys or other efforts to obtain patient feedback. The CIN will carry out its functions in this regard subject to limitations contained in applicable laws and regulations. Notwithstanding the above, the parties agree and acknowledge that Participating Practice Professionals shall always have the right and obligation to make patient care decisions that, in their professional medical judgment, they believe to be in the best interests of the patient.

2.6.2 **Remedial Actions for Non-compliance**. When necessary, the CIN will take steps to address non-compliance by Practice with the requirements of this Agreement and deficiencies in Practice's performance, including adherence to the quality assurance and improvement program and evidence-based clinical guidelines and other Rules. Such steps may include providing quality assurance and improvement program implementation assistance. Practice agrees to work in good faith with the CIN to improve performance and correct any deficiencies or issues of non-compliance with the requirements of this Agreement. Practice understands, however, that if it fails to comply with the Rules aimed at achieving the CIN's quality assurance and improvement program, patient-centered processes, or the CIN's quality performance standards, the CIN may follow the provisions of the Rules to invoke progressively stronger measures to improve compliance and performance. Such measures may include requiring compliance with corrective action plans, assessing sanctions, and, when deemed necessary by the CIN Board, unilaterally terminating this Agreement.

2.6.3 **Participation Committees.** Practice recognizes that, in order to promote CIN's clinical integration objectives, active participation in the CIN by Practice and each of its Participating Practice Professionals is necessary. At the request of the CIN Board, Practice therefore agrees to provide for the participation by its Participating Practice Professional and other persons affiliated with it in the CIN's Clinical Integration activities, whether through participation on CIN committees or by engaging in the following Clinical Integration activities:

(a) leading a training session regarding a clinical performance initiative or patient care protocol;

(b) developing, reviewing, or providing feedback on clinical performance initiatives and patient care protocols;

(c) reviewing patient records of a Participating Provider and making recommendations for improvement; or

(d) mentoring a Clinician who is a Participating Provider for reasonable periods of time, as determined by the CIN.

2.7 **Data Matters**.

2.7.1 **Submission of Encounter and Other Data**. Practice understands that, in connection with the CIN's Clinical Integration activities, the CIN Board may

adopt policies related to the collection, transmission, storage and use of data and information regarding the Health Care Services provided by Practice. To facilitate achievement of the CIN's quality improvement and efficiency goals, the CIN will compile reports on individual and collective performance of Practice and Participating Practice Professionals, as well as other Participating Providers. Such policies shall identify the time-frames within which such information is to be provided by Practice to the CIN. Practice agrees that it shall comply with all such policies. All data collection and dissemination pursuant to the CIN's policies shall be compliant with HIPAA and all other applicable state and federal privacy and data security laws, including specialized state confidentiality laws relating to authorization to disclose or transmit certain types of medical information. To the extent that any such data collection or submission requires Enrollee authorization or notice, Practice and CIN shall coordinate such Enrollee authorizations and/or notices and, to the extent possible, shall enlist the Payor to communicate with Enrollee.

2.7.2 **Confidentiality of Records and Enrollee Information**. Practice shall comply, and shall contractually require each of its employees to comply, with HIPAA and all other state and federal laws and regulations regarding health care privacy and security and the use and disclosure of Protected Health Information, any medical records or other information that Practice maintains. Nothing herein shall be construed to limit or restrict appropriate sharing of Protected Health Information and medical record data with the CIN, the Participating Providers, or other health care providers outside the CIN if such sharing is done in accordance with HIPAA and other federal and state health care privacy and security laws and regulations and is necessary and appropriate to assure the provision of services to Enrollees (*e.g.,* to a non-participating hospital treating the Enrollee in an emergency situation or to third parties with the authorization of the Enrollee).

2.7.3 **Health Information Technology**. If the CIN purchases, or otherwise adopts, a system of health information technology (e.g., a clinical performance management system) to enable the Parties to meet their respective obligations under this Agreement, any Payor Contract, or any other quality initiative the CIN adopts, Practice agrees to ensure that its pertinent staff attend training sessions on use of the health information technology. The CIN Board shall set the time-period for training and adoption of the health information technology, and Practice shall utilize all information technology for which such training or instruction is provided. Recognizing that health information technology vendors may impose terms upon the CIN and Practice governing the use of such technology, Practice agrees to ensure that its pertinent staff comply with all applicable terms from time to time made known to Practice, including any terms and conditions regarding confidentiality and the proprietary status of any intellectual property rights in the health information technology. Practice understands that all health information technology provided under this Agreement by the CIN shall be used exclusively for programs and initiatives adopted and implemented by the CIN on its own behalf or that of the applicable Payor, and, upon termination or expiration of this Agreement, Practice shall have no further rights to the use of such health

information technology, shall cease using all of it, and shall return such technology in the manner and at such time as CIN may require, except to the extent that, in its sole discretion (or with vendor consent where required), the CIN agrees to license, or sublicense, any technology to Practice following the termination or expiration of this Agreement. The Parties further acknowledge and agree that the CIN may require Practice to transition to an Electronic Medical Record ("**EMR**"), which shall be either an EMR specifically adopted by CIN's Board or an EMR that is interoperable to such adopted EMR to the reasonable satisfaction of the CIN. It is the Parties' intent that such transition shall occur within twelve (12) months if the Practice currently maintains paper-based medical records and within eighteen (18) months if the Practice currently maintains EMR-based medical records. During any such transition period, Practice agrees to deliver requested financial and clinical information to the CIN in a method and format reasonably satisfactory to the CIN.

2.7.4 **Reporting and Disclosure**. Practice understands that, after the CIN adopts health information technology and receives sufficient data from Payors and Participating Providers, the CIN will compile reports on the individual and collective performance of Practice and Participating Practice Professionals, as well as other Participating Providers. Once the Clinical Integration program is fully implemented, the CIN will provide Practice performance reports at least quarterly. In the event Practice identifies any incorrect information in the reports, it shall timely notify the CIN, which shall, upon verification, correct the inaccuracies

2.7.5 **Business Associate Relationship**. In order to provide sufficient data and information related to Covered Services provided to Enrollees to the CIN so that it may achieve success in its Clinical Integration activities, Practice agrees that the CIN, acting in its capacity as Practice's business associate under the Business Associate Agreement attached hereto and incorporated herein as Appendix A, may request and receive clinical and administrative data from Payors and other data sources pertaining to Covered Services Practice provided to, or requested on behalf of, an Enrollee.

2.8 **Patient Relationship**. As a Clinically Integrated Network, the CIN may define processes to promote patient engagement. Practice shall ensure that each Participating Practice Professional adopts such processes as the CIN recommends. Practice acknowledges and agrees that nothing in this Agreement shall be construed to materially alter or adversely affect any Participating Practice Professional's relationship with his or her patients. The final decision to provide, or withhold, Health Care Services is to be made by each Participating Practice Professional with the active and informed participation of his or her patient and/or the patient's family or appointed medical-decision representative.

2.9 **Referrals**. Practice is encouraged to refer Enrollees to other Participating Providers, unless otherwise required by the terms of the Health Benefit Plan of an Enrollee with a Payor with which the CIN has a Payor Contract; provided, however:

2.9.1 the CIN and Practice shall not take any actions that would constitute a violation of fraud and abuse laws, including the Anti-Kickback Statute and the Stark Law; and

2.9.2 no Enrollee shall be required to receive treatment from a Participating Provider if the Enrollee does not wish to be treated by that Participating Provider.

Nothing contained herein is intended to prohibit Practice and Participating Practice Professionals from making medical care decisions that are in the best interests of Enrollees.

2.10 **Participation in Payor Contracts**. The following provisions shall apply to the CIN entering into Payor Contracts on behalf of Participating Providers:

2.10.1 **Agent Appointment**. Practice hereby appoints the CIN as its true and lawful attorney-in-fact for the limited purposes of negotiating and executing Incentive Arrangements and Risk Payor Contracts with Payors as directed by the CIN's Board. Participation in the Incentive Arrangements and Risk Payor Contracts shall be mandated to the extent that Practice is selected by the Payor to participate in a particular Incentive Arrangement or Risk Payor Contract. With respect to fee-for-service Payor Contracts, Practice hereby authorizes the CIN to negotiate and execute such arrangement with Payors. Practice shall comply with, and be obligated under the terms of any Payor Contracts entered into by the CIN and Practice will continue to be obligated under all such Payor Contracts until its withdrawal from the CIN, termination of this Agreement or unless otherwise specifically agreed to in writing between the Practice and the Board.

2.10.2 **Panels**. It is the intention of the CIN to include Practice in all Payor Contracts. Practice understands, however, that its participation in a Payor Contract may be limited based on the unique needs and requirements of the Payor, and, thus, it understands and agrees that nothing in this Agreement or the Operating Agreement guarantees Practice the right to participate in any Payor Contract.

2.10.3 **Provisions for Medicare Advantage Products.** If the CIN enters into a Payor Contract for any products offered under the federal Medicare Advantage program, the provisions of **Appendix B** will apply only as to the operation of the Medicare Advantage Payor Contract and the provision of Covered Services related thereto. If any provision of **Appendix B** conflicts with a provision of this Agreement, the language of **Appendix B** will control only as to Practice's participation in the Medicare Advantage Payor Contract.

2.10.4 **Incentive Arrangements**. The CIN may negotiate with Payors for incentive payments in addition to the established payment terms under a particular Payor Contract for amounts otherwise to be paid to or on behalf of Participating Practice Professionals and Participating Providers, which incentive payments ("**Incentive Payments**") would be directly tied to a set of quality, efficiency and utilization metrics developed by the CIN and agreed to by the particular Payor. Practice understands and agrees that Payors may make Incentive Payments directly to the CIN. Any Payor Contract that includes Incentives Payments shall be referred to herein as an "**Incentive Arrangement**".

(a) **Payments under Incentive Arrangements**. Practice understands and agrees that any portion of Incentive Payments that it receives under an Incentive Arrangement will be at the discretion of the CIN Board based upon Practice's performance and/or the collective performance of the Participating Providers in meeting the metrics under the applicable Incentive Arrangement.

(b) **Presence of Payor Contracts**. Practice further understands and agrees that if:

(i) The CIN executes an Incentive Arrangement that requires Practice to have a direct contract with a Payor, and Practice terminates its contract with that Payor prior to the end of the Incentive Arrangement, Practice's participation in that Incentive Arrangement shall terminate, but Practice may be entitled to earned savings or other Incentive Payments in accordance with the terms of the particular Payor Contract; or

(ii) Practice does not have a contract with a Payor with which the CIN executes an Incentive Arrangement that requires Practice to have a direct contract, and Practice later enters into a contract with that Payor, Practice's participation in the Incentive Arrangement shall be at the discretion of the CIN and Payor and, if permitted, shall be based solely on the period of participation in such contract.

(c) **Notifications Regarding Direct Contract Terminations**. If an Incentive Arrangement requires Practice to have a direct contract with a Payor, Practice shall give the CIN written notice promptly, and no more than five (5) days after the earlier of (i) Practice receiving or submitting notice of termination of its direct contract with a Payor, or (ii) the date on which its direct contract with a Payor ceases to be in full force and effect, whether by expiration, termination or otherwise.

2.10.5 **Financial Risk-Sharing Contracts.** To the extent permitted by state law, the CIN may enter into a Payor Contract under which the CIN and its Participating Providers, including Practice, will accept financial risk for the delivery of Covered Services ("**Risk Payor Contracts**"). Practice shall participate in and faithfully perform the conditions of Risk Payor Contracts that incorporate contracting standards approved by a supermajority vote of the CIN Board.

2.10.6 **Practice Contracts with Payors**. If, as of the effective date of a Payor Contract, Practice is a party to a participation agreement with such Payor (an "**Existing Agreement**"), then Practice may remain a party to the Existing Agreement and not the CIN's Payor Contract until Practice is lawfully able to terminate or not renew the Existing Agreement or until the Payor agrees to have the Existing Agreement subordinated to the Payor Contract with the CIN, at which time Practice will become a participant in the Payor Contract and Practice's performance under the such Payor Contract shall be subject to the terms of this

Agreement.

2.10.7 **Limited Exclusivity**.

(a) Nothing in this Agreement shall be construed to restrict Practice from providing, or entering into other contracts or agreements to provide, Health Care Services to individuals who are not Enrollees or to enter into fee-for-service arrangements with Payors; provided that, such activities do not hinder or conflict with the ability of Practice to provide Covered Services under Payor Contracts or to perform its duties and obligations under this Agreement.

(b) With respect to participation in Incentive Arrangements and Risk Payor Contracts, exclusivity will depend upon the nature of Practice's Participating Practice Professionals included on the Payor's panel for the specific Payor Contract.

(i) If one or more of the Participating Practice Professionals is a Primary Care Physician or non-physician Clinician furnishing the services of a Primary Care Physician, during the term of the particular Payor Contract, the Practice shall exclusively contract through the CIN for Incentive Arrangements and Risk Payor Contracts to the extent that the CIN has established a Payor Contract with such Payor. Notwithstanding the prior sentence, Practice shall be free to negotiate directly with any Payor to provide Covered Services to Enrollees to the extent that the CIN does not have a current Payor Contract with the Payor and is not actively pursuing such agreement with a particular Payor.

(ii) If none of the Participating Practice Professionals acts as a Primary Care Physician, nothing in this Agreement is intended to prevent, nor should be construed as preventing, Practice from participating in other physician-hospital organizations, independent practice associations, preferred provider organizations, accountable care organizations or other networks, HMOs or other managed care plans to enter into Incentive Arrangements or Risk Payor Contracts.

(c) The Parties acknowledge that further restrictions may be imposed on the Parties through specific Payor Contracts, including, if applicable, the CIN's MSSP participation agreement with CMS.

2.11 **Financial Incentives**. If Practice receives from the CIN a "financial incentive" (as defined in the Rules) related to the performance of Practice's duties under this Agreement, Practice agrees that no payments shall be made directly or indirectly as an inducement to reduce or limit medically necessary services. The CIN will adopt specific Rules regarding the requirements Practice must meet to be eligible to receive financial incentives. Practice understands that such financial incentives may include the opportunity to receive shared

savings or other payments intended to encourage Practice to adhere to the Rules in furtherance of the CIN's objectives, including, without limitation, the CIN's quality assurance and improvement program and evidence-based clinical guidelines, and the financial incentives, including risk-sharing, contained in any Payor Contract.

2.12 **Provisions for MSSP Participation**. If the CIN enters into a participation agreement with CMS to participate in the MSSP, the provisions of **Appendix C** will apply only as to operation of the MSSP and provision of Covered Services related thereto. In the event that the CIN enters into a participation agreement with CMS, the Parties agree and acknowledge that CMS will be treated as a Payor and Medicare beneficiaries as Enrollees for purposes of the Agreement and the Parties will be subject to the additional obligations and conditions set forth in **Appendix C**.

2.13 **Billing and Collecting Fees for Professional Services**. Practice shall be solely responsible for the billing and collection of fees for Covered Services rendered to Enrollees in connection with Practice's participation in the CIN through the Network, in accordance with the terms and conditions of each Payor Contract. In the event of billing and/or collection problems with a Payor as a result of a dispute over the terms, or proper loading, of a Payor Contract, the CIN shall cooperate with Practice, to the extent Practice requests the CIN's assistance in connection with any efforts of Practice to seek a resolution to the Payor Contract dispute and, when deemed necessary by the CIN Board, shall take reasonable actions to enforce the terms of its Payor Contracts.

2.14 **Enrollee Hold Harmless**. Practice shall not, in any event, including, without limitation, insolvency of the CIN or breach of this Agreement, bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any Enrollee or any other person acting on behalf of any Enrollee other than for Enrollee costs due and payable in accordance with the applicable Payor Contract, including non-covered services. Practice agrees that it shall not maintain any action at law or equity against an Enrollee to collect sums owed to Practice pursuant to this Agreement other than for Enrollee costs due and payable in accordance with the applicable Payor Contract. This Section 2.14 shall (a) survive the termination or expiration of the Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Enrollees; and (b) supersede any oral or written contrary agreement now existing or hereafter entered into between Practice and an Enrollee or a person acting on an Enrollee's behalf.

2.15 **Compliance Program and Anti-Fraud Initiatives**. The CIN shall develop and maintain an effective Compliance Program as defined in Section 2.16. Practice shall comply with all applicable requirements of the CIN's Compliance Program. The CIN's Compliance Program shall be appropriate to the CIN's operations, shall follow, and be updated periodically to reflect changes in, law and regulations. The CIN will, from time to time, designate an individual to serve as the CIN's designated compliance official.

2.16 **Audits and Fraud, Waste, and Abuse; Compliance**. Practice shall cooperate fully with the CIN's Rules, including any initiatives, policies, procedures, processes, and programs relating to: (a) the CIN's auditing and oversight obligations; (b) the identification of and remediation of identified instances or patterns of fraud, waste, and abuse; and (c)

compliance with the Rules (collectively "**Compliance Program**"). Practice acknowledges and agrees that the Compliance Program may include any process, procedure, or program that has been adopted, or contemplated, by a Payor or its designees so long as Practice has been provided with prior notice of such.

2.17 **Compliance with Law**. Each of the Parties shall comply, and shall contractually require its employees providing services hereunder, to comply, with any and all applicable federal and state laws, regulations and rules, CMS instructions and guidance, including, without limitation, (a) federal criminal law; (b) the False Claims Act (31 U.S.C. § 3729 et seq.); (c) the anti-kickback statute (42 U.S.C. § 1320a-7b(b)); (d) the civil monetary penalties law (42 U.S.C. § 1320a-7a); and (e) the physician self-referral law (42 U.S.C. § 1395nn).

2.18 **Non-Discrimination**. Practice will not discriminate in the delivery of health care services based on race, color, creed, national origin, ancestry, religion, health status, sex, sexual orientation, disability, marital status, age or source of payment.

2.19 **Notice of Litigation**. Practice shall promptly notify the CIN of the initiation of litigation against Practice or any of its employees by any Enrollee and shall use its best efforts, subject to maintaining confidential privilege accorded by applicable law, to notify the CIN of any facts and circumstances regarding the action.

2.20 **Maintenance of Records and Audits**.

2.20.1 Practice shall maintain in an accurate and timely manner operational, financial, administrative and medical records, contracts, books, files and other documents (including data related to utilization and costs, quality performance measures, shared savings distributions, and other financial arrangements related to CIN activities) ("**Records**") in connection with Covered Services performed under this Agreement. Such Records shall, at a minimum, be prepared, maintained and retained in accordance with generally accepted medical practices and applicable state and federal laws and regulations, Practice's policies, each Payor Contract, and the Rules, and shall be sufficient to allow the CIN to determine whether Practice is performing its obligations under this Agreement consistent with the terms hereof and in accordance with applicable requirements.

2.20.2 Upon request, Practice shall give the CIN and/or its designees the right to access, audit, investigate, evaluate, and inspect any Records of Practice that pertain to: (1) Practice's compliance with the Rules, each Payor Contract, and other applicable requirements; (2) the quality of services performed; (3) the determination of amount due from or to a Payor under each Payor Contract; (4) data related to Medicare utilization and costs; and (5) the ability of the CIN to bear the risk of potential losses and to repay any losses to the applicable Payor. Such on-site evaluations shall be reasonable and not disruptive to Practice's operations.

2.20.3 When a Payor has the right to obtain any of the Records of the Practice under the terms of the Payor Contract with the CIN, Practice shall furnish copies of such Records to the CIN for transmission to the Payor, unless the CIN determines that Practice should furnish such copies to the Payor directly. Any reimbursement to

Practice for the costs it incurs in providing Records to a Payor shall be governed by the terms of the applicable Payor Contract.

2.20.4 Practice shall permit the CIN or its designees to conduct on-site evaluations of its physical premises, facilities and equipment to assess and audit its performance under this Agreement and compliance with applicable requirements. Such on-site evaluations shall be reasonable and not disruptive to Practice's operations.

2.20.5 The terms of this Section 2.20 shall remain in effect for a period of the longer of (a) ten (10) years from the final date of each Payor Contract period; or (b) completion of any audit, evaluation, or inspection; unless (i) a Payor determines there is a special need to retain a particular Record or group of Records for a longer period and notifies the CIN or Practice at least thirty (30) days before the normal disposition date; or (ii) there has been a termination, dispute, or allegation of fraud or similar fault against the CIN, Practice, the CIN's Providers and suppliers or other individuals or entities performing functions or services related to the CIN's activities under each Payor Contract, in which case Practice shall 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.

2.21 **Obligations as set forth in Operating Agreement**. Practice hereby acknowledges and agrees that (a) Practice has received a copy of the Operating Agreement, (b) has read and understands the Operating Agreement, which imposes certain obligations on Practice as a Participating Provider, and (c) Practice will comply with all obligations of a Practicing Provider as set forth therein.

2.22 **Rights of Withhold and Offset.** Practice hereby acknowledges and agrees that CIN shall determine whether shared savings and other forms of financial risk associated with Practice's provision of Health Care Services are subject to withhold, recoupment, and/or offset, whether due to the CIN or any affiliate of the CIN due to Practice's or its employees' failure to comply with the terms and conditions of, or amounts due pursuant to, any agreements with the CIN, an affiliate of the CIN and such persons.

Article 3 - Additional Practice and Participating Practice Professional Representations, Warranties and Obligations.

3.1. **Insurance**. Practice shall carry comprehensive general liability insurance in an amount not less than any per occurrence and aggregate amounts required by law in all states and jurisdictions in which Practice furnishes professional services. In the absence of such minimal state law insurance requirements, Practice shall carry comprehensive general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate and shall ensure that each Participating Practice Professional has professional liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) annual aggregate. Such insurance may be in the form of a self-insured trust or a separate reserve for its self-insurance. If Practice self-insures, Practice shall, upon request, provide a statement, verified by an independent auditor or actuary, that its reserve funding

levels and process of funding appears adequate to meet the requirements of this Section 3.1 and fairly represents the financial condition of the fund. Should any of the above-described insurance policies be cancelled before the expiration date, Practice shall provide fifteen (15) calendar days prior written notice to the CIN of cancellation or termination of the above referenced coverage. If a Participating Practice Professional carries professional liability insurance on a claim made basis (rather than an occurrence basis), upon termination of such insurance or the Participating Practice Professional's retirement, Practice shall obtain, or shall ensure that the Participating Practice Professional obtains, "tail insurance" in the amount of the expiring policy limits to assure continuing coverage.

3.2. **Credentialing**. As a prerequisite to participating in the CIN, each Participating Practice Professional must satisfy the applicable credentialing requirements from time to time established by the CIN and any Payor with which the CIN contracts, and Practice shall, and shall cause each Participating Practice Professional to, cooperate with the credentialing process implemented by the CIN or any Payor with which the CIN contracts ("**Credentialing**"). All credentialing and recredentialing decisions shall rest with the CIN Board, in its sole discretion.

3.2.1 Practice shall, and shall cause each Participating Practice Professional to, complete, provide and certify all necessary forms to the CIN or a Payor to complete Credentialing. Practice understands that the CIN and Payors will rely on the information contained in such forms. Practice agrees to notify the CIN or the Payor immediately of any material change in any information provided in a Credentialing form. Practice acknowledges that any material misstatement or omission on the Credentialing forms may constitute cause for a Participating Practice Professional's termination from participation under this Agreement by the CIN.

3.2.2 To the extent permitted by law, Practice consents, and shall cause each Participating Practice Professional to consent, to the release to the CIN, any Payor, or their designated representatives by third parties of information necessary for Credentialing, as well as other quality assurance and utilization data relating to each Participating Practice Professional. Practice hereby releases the CIN and its designated representatives, and any individuals or entities providing information to CIN in good faith, pursuant to this release from all liability for any damage whatsoever relating to the release or inspection of such information, any act or omission related to the evaluation or verification of such information.

3.3. **Closure**. In the event of the closure of Practice or any individual Participating Practice Professional, to new Enrollees for a period of time expected to exceed ninety (90) days, Practice shall inform the CIN, in writing, as soon as the decision to close is made but, in any event, such notice must be given at least seven (7) days before the closure is effective. In the event of a subsequent reopening of Practice, or any individual Participating Practice Professionals, to new patients, Practice shall inform the CIN, in writing, promptly after the decision to reopen is made but, in any event, such notice must be given at least seven (7) days before the reopening is effective. Practice further acknowledges and agrees that, if Practice is open to Enrollees in any Health Benefit Plan that is the subject of a Payor Contract executed by the CIN, Practice must remain open to Enrollees in all Health

Benefit Plans that are the subject of Payor Contracts executed by the CIN.

3.4 **Initial Participating Practice Professionals**. Practice acknowledges that the initial Participating Practice Professionals are listed on **Schedule 3.4** of this Agreement.

Article 4 - CIN Obligations

4.1. **Quality Performance Activities**. As part of its Rules, the CIN will define processes to promote evidence-based medicine and administer quality improvement activities, including development and implementation of quality and efficiency performance initiatives, performance measures, and monitoring Practice's compliance therewith. Practice agrees to comply with and implement such processes and participate in all such activities.

4.2. **Care Management**. The CIN may contract with Payors for the CIN to administer care management, utilization management and quality assurance programs for Payors. The Parties acknowledge and agree that such Payor programs will solely cover such Payors' respective Enrollees and that the CIN will use clinical data relating solely to those Enrollees for this purpose. Such efforts may require that the CIN employees and representatives have access to and workspace in Practice's premises, and Practice agrees to provide temporary work space, as needed, for these individuals and to support and facilitate the work of these individuals on behalf of the CIN. Practice understands and agrees that the CIN employees and representatives will be in Practice's premises solely for the purpose of administering Payor and CIN programs, and Practice may not request or require that the individuals perform any tasks unrelated to their CIN duties.

4.3. **Licenses and Permits**. The CIN will, at its sole cost and expense, obtain and keep in full force and effect throughout the term of this Agreement any necessary licenses and permits with respect to the operation of the CIN.

4.4. **Limitations on CIN's Purposes and Powers**. The CIN does not act as an insurer as defined by any state, render any Health Care Services, practice medicine, or engage in any act or activity requiring consent or approval of any official, department, board, agency of any state or other governmental body.

4.5. **Insurance**. The CIN will be responsible for its own actions related to the provision of administrative services and will obtain general liability and Directors and Officers insurance, as appropriate and reasonably available to the CIN in accordance with similar insurance coverage obtained by physician-hospital organizations, independent practice associations and clinically integrated network organizations in the community. Such insurance may be in the form of a self-insured trust or a separate reserve for its self-insurance. If the CIN self-insures, the CIN shall, upon request by Practice, provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appear adequate to meet the requirements of this Section 4.5 and fairly represent the financial condition of the fund.

4.6. **Financial Relationship**. With respect to financial incentives as defined in the Rules, which shall include shared savings, performance bonus, etc., after CIN's recovery of any

expenses incurred relative to its performance of services in support of any Payor Contracts, CIN shall be entitled to forty percent (40%) of any Net Surplus Amounts under any such Payor Contracts, which may be payable directly to it or its designated management company, with the remaining sixty percent (60%) payable to Participating Providers consistent with the terms of such Payor Contracts, attribution as determined herein, and any other criteria as developed from time to time by the CIN, which may be different than the payout terms set forth in the Payor Contracts. With respect to capitation fees, unless otherwise agreed to in writing by the CIN, CIN and Practice shall determine the appropriate split before any such capitation fees are paid Participating Providers or their designee(s). With respect to care management fees, administrative fees, or other payments received directly from Payors to perform CIN services (collectively, "**Care Management Fees**"), CIN shall be entitled to one hundred percent (100%) of any Care Management Fees and, in the event such services are furnished directly by Practice, CIN shall compensate Practice for services it furnishes relative to earning the Care Management Fees, if any, pursuant to a separate written agreement between the Practice and CIN. In allocating amounts between Practice and other Participating Providers, CIN shall utilize the attribution methodology utilized by the applicable Payor and, if no such attribution methodology is provided by the applicable Payor, CIN shall use its determination of patient attribution for such Payor Contracts. CIN shall generally transfer amounts due to Practice within ninety (90) days of receipt of such amounts except when it is necessary to transfer such amounts more quickly to ensure that such amounts are paid the same calendar year as received by the Practice. With respect to any amounts payable to Participating Providers, including Practice, as provided for in this Section 4.6 herein, the Parties agree and acknowledge that any such payment obligations reflect the general understanding of the Parties; however, any payout to individual physicians in the Practice or the Practice generally shall depend on any distribution criteria that CIN develops to drive a particular behavior (e.g., physician engagement) or for other legitimate business purposes so long as all similarly situation Participating Providers are treated in a similar manner. Practice must be a member of the CIN and furnishing services to Enrollees on behalf of the CIN at the time any amounts are received by CIN in order to be entitled to distribution of any amounts otherwise due to the Practice under this Section 4.6.

Article 5 -Term and Termination

5.1 **Term**. The term of this Agreement (the "**Initial Term**") shall commence on the date first noted above and continue for a period of five (5) years unless otherwise terminated in accordance with Section 5.2. This Agreement may renew upon mutual written agreement of the Parties for successive one (1)-year terms (each, a "**Renewal Term**"). The Initial Term and all Renewal Terms, if any, are referred to as the "**Term**" of this Agreement.

5.2. **Termination**.

5.2.1 **Without Cause**. Either Party may terminate this Agreement without cause upon at least one hundred twenty (120) days prior written notice to the other Party.

5.2.2 **Insolvency**. Either Party may terminate this Agreement immediately if a Party commits an act of bankruptcy within the meaning of the bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings

under either state or federal law.

5.2.3 **Termination for Breach**. Either Party may terminate this Agreement upon thirty (30) days prior written notice in the event the other Party materially breaches any of the provisions contained herein; provided, however, that, except as otherwise specifically provided in this Agreement, the breaching Party shall have been given written notice of such breach and has failed to cure such breach within thirty (30) days of receipt of such notice. The written notice shall set forth the nature and details of the alleged breach with sufficient specificity as to fully describe its nature.

5.2.4 **Change in Control**. In the event a Change in Control results in an entity that is not a Participating Provider controlling Practice, the CIN may terminate this Agreement no later than sixty (60) days following receipt of the notice of Change in Control as required under Section 2.5.

5.2.5 **Non-Compliance with Rules**. The CIN may terminate this Agreement, subject to Sections 2.1 and 2.6.2, in the event Practice fails to comply with the Rules.

Article 6 - General

6.1. **Notice**. All notices that may be or are required to be given, served or sent by any Party to any other Party pursuant to this Agreement shall be in writing and shall be sent by overnight courier service; mailed by certified mail, return receipt requested, postage prepaid; or transmitted electronically, addressed to the address set forth on the signature page. Each notice or communication shall be deemed received at the time shown on the delivery receipt, if delivered by courier service; three days after being mailed if sent by certified mail; or upon confirmation of successful transmission, if sent electronically.

6.2. **Dispute Resolution**. Except as provided in Section 6.2.1, in the event of any controversy or dispute related to or arising out of this Agreement the parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days of the notice of the controversy or dispute, then either party shall have the option of submitting the controversy or dispute to binding arbitration, which shall be conducted in Brevard County, Florida.

6.2.1 The parties agree and acknowledge that the dispute resolution process as set forth in this Section 6.2 shall not apply with respect to any act or failure to act that is within the discretion of the party as provided in this Agreement. The parties acknowledge and agree that such acts are discretionary in nature and are generally without legal recourse.

6.2.2 Such arbitration shall be conducted in accordance with the rules for arbitration of the American Health Lawyers Association (the "Arbitration Practice"), as modified by this Section 6.2, by a single arbitrator; provided, however, that if the dispute involves more than $1 million, three (3) arbitrators shall be appointed.

The arbitrator(s) shall be selected in accordance with the rules of the Arbitration Practice except the arbitrator shall not be related to the parties in any manner.

6.2.3 The arbitration shall commence within a reasonable time after the claim, dispute, or the matter in question has arisen, and in no event shall it commence after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matters in questions would be barred by the applicable statute of limitations. The arbitration shall be conducted in a summary manner upon written briefs of the parties if the arbitrator(s) believe that such summary procedure will be adequate to resolve all contested issues fairly. The parties shall submit their briefs to the arbitrator(s) within fifteen (15) calendar days following selection of the arbitrator(s). The arbitrator(s) shall not be required to observe or carry out formalities or usual procedures such as pleadings or discovery or the strict rules of evidence. The arbitrator(s) shall decide all matters submitted to him or her within twenty-one (21) calendar days following the receipt of briefs by the arbitrator(s) or conclusion of any necessary hearings.

6.2.4 Either party will have the right to enforce the decision of the arbitrator(s) in any state or federal court in Brevard County, Florida and each Party hereto hereby irrevocably submits to the jurisdiction of such courts, irrevocably consents to the service of process by registered or certified mail, return receipt requested or personal service and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have as to personal jurisdiction, the laying of the venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding brought in any court has been brought in an inconvenient forum. No disclosure of the award shall be made by the parties except as required by law or as necessary or appropriate to effectuate the terms thereof.

6.2.5 The costs of arbitration shall be divided equally between the Practice and CIN. The party against whom the award is rendered shall pay any monetary award and/or comply with the order of the arbitrator within sixty (60) days of the entry of judgment on the award. The non-prevailing party shall be liable for all attorneys' fees and costs incurred by the prevailing party should the non-prevailing party fail to comply with the above 60-day deadline and it becomes necessary for the prevailing party to bring court action to collect any award rendered in its favor or to seek other court enforcement of the arbitrator's order.

6.3. **Assignment**. No assignment of rights or delegation of obligations hereunder by either Party shall be valid without the specific written consent of the other Party except as otherwise expressly permitted by this Agreement. Either Party may assign this Agreement to an affiliate, including, with respect to the CIN, to another CIN that participates in MSSP as necessary to achieve minimum attribution requirements for MSSP, or as part of an acquisition of such Party or any of its assets by an entity that agrees to assume such Party's obligations under this Agreement. For purposes of this Section 6.3, "assignment" shall also include a Change in Control. Upon a valid assignment, this Agreement shall be binding upon and shall inure to the benefit of its Parties hereto and their respective successors and assignees.

6.4. **Subcontracting**. Practice acknowledges that the CIN may engage a third party to provide some or all of the services to be provided in accordance with this Agreement.

6.5. **Amendment**. This Agreement may be amended or modified only in writing as mutually agreed upon by the Parties. Non-material amendments to this Agreement and amendments to comply with federal and state laws or regulations may be made to this Agreement upon thirty (30) days' prior written notice to the Practice. Such amendments will be binding after thirty (30) days. Material amendments to the Agreement may also be made upon thirty (30) days' notice to the Practice. Material amendments will not be binding if the Practice objects to CIN in writing within the thirty (30) day notice period. If the Practice and CIN are not able to agree on the amendment to the Agreement after thirty (30) days of good faith negotiation, then CIN may elect to withdraw the amendment. If the CIN declines to withdraw the amendment, then either party may terminate the Agreement upon sixty (60) days advance written notice to the other. Amendments to the Rules are governed by the provisions of Section 2.1 and not this Section.

6.6. **Confidentiality and Non-Solicitation**.

6.6.1 **Duties of Practice**. Practice acknowledges that the CIN has developed or will develop certain strategic plans, financial information, reimbursement information, business plans, clinical practice guidelines, clinical measures, clinical protocols, symbols, trademarks, trade names, service marks, designs, data, processes, plans, procedures, including all written material and oral communications relating to the Clinical Integration product and the CIN's Clinical Integration programs, which include peer review, quality assurance, utilization review, Credentialing, and other intellectual property ("**Confidential Information**"), all of which is proprietary information and trade secrets of the CIN and may not be used by Practice or any other person or entity without the prior express written consent of the CIN. Practice shall:

(i) Keep confidential and not release any of the following, except (i) as otherwise required by law or (ii) to its directors, managers, officers, employees, consultants, advisors, affiliates, counsel, and accountants on an as-needed basis to the extent such third party agrees to keep such information confidential;

(ii) the terms of this Agreement;

(iii) proprietary information, data and other Confidential Information concerning the business affairs of the CIN acquired in the course of participation in the Clinically Integrated Network through this Agreement; and

(iv) financial, operating, proprietary or business information relating to the CIN which is not otherwise public information;

(b) Keep confidential any and all information, intellectual property, or other

proprietary information of any third party as may be required by such third party pursuant to the terms and conditions of an agreement between the applicable third party and the CIN, including, without limitation, obligations under any licensing agreements, subscription agreements, end user agreements, purchase agreements, or any other agreements that require certain information to be kept confidential and proprietary; and

(c) Keep confidential any and all information, not described above, specified in writing by the CIN as Confidential Information.

6.6.2 **Duties of the CIN**. The CIN acknowledges that Practice will be required, as a condition of participation in the Network, to provide the CIN data, records, and other information that Practice considers to be confidential and proprietary information. The CIN will keep confidential and not release information concerning the following to any person or entity without the consent of Practice, except (a) to its directors, managers, officers, employees, consultants, advisors, affiliates, counsel, and accountants on an as-needed basis to the extent such third party agrees to keep such information confidential, and (b) as required by applicable law:

(i) the terms of this Agreement;

(ii) Protected Health Information, and other confidential information related to Health Care Services concerning Practice, its employees and patients, as set forth in the Business Associate Agreement attached hereto as **Appendix A** and as otherwise required by applicable federal or state law;

(iii) financial, operating, proprietary or business information relating to Practice that is not otherwise public information; and

(iv) any and all information, not described above, specified in writing by Practice to the CIN as confidential.

6.6.3 **Acceptable Disclosures**. Each Party shall exercise its best efforts to prevent any of its directors, managers, officers, employees, consultants, advisors, affiliates, counsel, and accountants or any other person involved in doing business with or controlled by it from disclosing or transmitting to any other person or entity any of the above described information.

6.6.4 **Non-Solicitation.** Practice and each Participating Practice Professional agrees that during the Term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement for any reason whatsoever, neither the Practice, Participating Practice Professional nor any owner or Affiliate of the Practice or Participating Practice Professional, through any agent, entity or directly or indirectly, shall interfere with, impair, disrupt, damage or disparage CIN's relationship with any of its Practices, Participating Practice Professionals, vendors, partners, employees, contractors, referral sources, third-party payors,

customers or prospective customers by soliciting, or encouraging others to solicit, any such persons or entities for purposes of directing or taking away business from CIN, or disparaging CIN to take business away from CIN or to interfere with contractual or prospective contractual relations of CIN. For the purposes of clarity, this shall include a prohibition on soliciting CIN affiliated physicians from leaving CIN and forming or joining another clinically integrated network or accountable care organization.

6.7. **Third Party Beneficiaries**. This Agreement is entered into by and between the CIN and Practice and is for their mutual benefit. Except as specifically provided herein, no third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

6.8. **Waiver**. No waiver may be deemed to have been made unless made expressly in writing and signed by the waiving Party. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. No failure by either Party to insist upon the strict performance of any provision of this Agreement may be construed as depriving that Party of the right to insist on strict performance of that provision or of any other provision in the future.

6.9. **Independent Contractor Relationship**. This Agreement is not intended to create nor shall be construed to create any relationship between the CIN and Practice other than that of independent entities contracting for the purpose of effecting provisions of this Agreement.

6.10. **Entire Agreement**. This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous oral and written understandings or agreements. In the event of a conflict with the Rules of the CIN, the policies and procedures of Practice and this Agreement, this Agreement shall govern.

6.11. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures to this Agreement that are distributed to the Parties via facsimile or other electronic means (including PDF) shall have the same effect as if distributed in original form to all Parties.

6.12. **Captions and Section Headings**. Captions and Section headings used herein are for convenience only and are not a part of this Agreement; they do not in any way define, limit or amplify the terms and provisions of this Agreement and shall not be used in construing it. References to Sections are to Sections in this Agreement.

6.13. **Severability**. Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

6.14. **Liability**. The CIN shall not, by entering into and performing its obligations under this

Agreement, become liable for any of the liabilities, claims, actions or losses of Practice, including, without limitation, any and all liability, claims, and causes of action arising out of or related to any loss, damage, or injury claimed by an Enrollee or other third party in connection with the delivery of Health Care Services. The CIN shall have no liability whatsoever for damages suffered on account of the acts or omissions of any Clinician, or any employee, agent or independent contractor of Practice.

6.15. **Subcontractors**. The Practice shall not subcontract any of its duties and responsibilities under this Agreement to any other person or entity except with the prior written approval of the CIN; provided, however, that, as a condition of such approval, the Practice shall ensure that any such subcontractor is contractually bound to abide by all the terms and conditions of this Agreement, if and to the extent such terms and conditions apply to Practice.

6.16. **Record Access Requirements**. To the extent required by Section 952 of the Omnibus Reconciliation Act of 1980, as codified at 42 U.S.C. § 1395x, and the implementing regulations at 42 C.F.R. Part 420, Subpart D, Practice shall:

(a) Until the expiration of four (4) years after the furnishing of services under this Agreement, make available, upon written request, to the Secretary of Health and Human Services (the "Secretary") or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and such of Practice's books, documents, and records as are necessary to certify the nature and extent of costs under this Agreement; and

(b) If Practice enters into a subcontract with a related organization, as defined in federal law and regulations, under which any of Practice's duties under this Agreement are to be performed by such related organization, which contract has a value or cost of ten thousand dollars ($10,000.00) or more over a twelve-month period, include in such subcontract a clause requiring the related organization to make available, upon written request, to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and any of the related organization's books, documents, and records as are necessary to verify the nature and extent of such costs.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as a sealed instrument as of the Effective Date.

PRACTICE:	**CIN**:
	PRIVIA QUALITY NETWORK CENTRAL FLORIDA, LLC
Legal Entity Name	
d/b/a Name (if applicable)	
Practice's TIN	
Signature (on behalf of Practice)	Signature (on behalf of CIN)
Name	Name
Title	Title
Date	Date
Address	Address
City, State, Zip Code	City, State, Zip Code
Business Phone	Business Phone
Business Fax	Business Fax

APPENDIX A

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT ("BAA") is made by and between Privia Quality Network Central Florida, a Delaware limited liability company, by and on behalf of itself and its subsidiaries and affiliates (collectively "Privia Health" or Business Associate") and ___________________________________ ("Covered Entity"), and is effective as of ________________________, 202_ (the "Effective Date").

RECITALS

WHEREAS, pursuant to an agreement (the "Underlying Agreement") between Covered Entity and Business Associate, Business Associate performs certain services ("Services") for or on behalf of Covered Entity;

WHEREAS, in connection with those Services, Covered Entity may disclose to Business Associate certain Protected Health Information ("PHI") subject to protection under the Health Insurance Portability and Accountability Act of 1996, the regulations promulgated thereunder, and implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary"), all as amended from time to time ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations and guidance issued by the Secretary (the "HITECH Act"); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of any PHI disclosed to or created by Business Associate pursuant to the Underlying Agreement and the Underlying Agreement in compliance with HIPAA and the HITECH Act, and other applicable state and federal laws (the "HIPAA Rules");

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to Underlying Agreement and this BAA, the parties agree as follows:

1. **Definitions.**

(a) Catch-all definition: The following terms used in this Agreement 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, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Specific definitions:

(i) 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 agreement, shall mean Privia Health.

(ii) 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 agreement, shall mean Covered Entity.

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

2. **Obligations and Activities of Business Associate**

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) 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 protected health information other than as provided for by the

Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware, within three (3) business days. The Covered Entity will then handle Breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the Covered Entity.

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

(e) Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. In the event the Business Associate receives a request for access directly from the individual, Business Associate shall provide the requested access within the timeframe provided in in the HIPAA Rules directly to the individual.

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the 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. In the event the Business Associate receives a request for amendment directly from the individual, Business Associate will determine the appropriateness of such amendment and incorporate any approved amendments to the information in the designated record set in the manner and within the timeframe required by the HIPAA Rules.

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. In the event the Business Associate receives a request for an accounting of disclosures directly from the individual, the Business Associate shall provide the accounting of disclosures to the individual in the manner and within the timeframe required by the HIPAA Rules.

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

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

3. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity’s minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the 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.

(f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

4. 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 protected health information.

(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 protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information 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 protected health information.

5. Permissible Requests by Covered Entity

(a) Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

6. Term and Termination

(a) The Term of this Agreement shall be effective as of the date first indicated above and shall terminate on the date of termination of the underlying agreement between the parties. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate fails to cure the breach within thirty (30) days or such time as may be reasonably specified by Covered Entity.

(b) Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or

created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

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

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

(iii) 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 protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

(iv) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 3(e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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

7. <u>Miscellaneous</u>

(a) Regulatory References. A reference in this Agreement 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 Agreement 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 Agreement shall be interpreted to permit compliance with the HIPAA Rules.

APPENDIX B[1]

MEDICARE ADVANTAGE ADDENDUM

This **Appendix B** adds required language concerning the provision of medical services to persons enrolled in a Payor's Medicare Advantage ("MA") program with which the CIN has entered into a Payor Contract. Practice will provide Covered Services to Enrollees of a Payor offering an MA Plan ("MA Payor") in accordance with all requirements of the Centers for Medicare and Medicaid Services ("CMS") of the U.S. Department of Health and Human Services ("DHHS") under Section 1855 (and sections following) of the federal Social Security Act, the implementing regulations at 42 C.F.R. Section 422 (and sections following), and the Medicare Prescription Drug, Improvement and Modernization Act of 2003 ("MMA").

If any provisions of this **Appendix B** conflict with a provision of the main body of the Agreement, the language of this **Appendix B** will control with regard to Payor's Medicare Advantage Program. This **Appendix B** may be unilaterally amended by Privia Quality Network Central Florida, LLC as necessary to comply with any legislative or regulatory changes impacting MA programs.

1. **Participation Under Medicare Advantage Contract**. As a Participating Provider under a Payor Contract subject to the contract between a MA Payor and CMS (the "MA Contract"), Practice shall abide by all applicable provisions of the MA Contract and fulfill obligations hereunder in a manner consistent with the MA Payor's obligations under the MA Contract. Practice's compliance with the MA Contract specifically includes, but is not limited to, the following requirements:

1.1 *Patient Confidentiality; Accuracy of Records.* Practice is bound by the patient privacy and confidentiality provisions set forth in the policies and procedures of MA Payor as well as federal laws and regulations and all provisions of the MA Contract regarding confidentiality and disclosure of medical records or other health or enrollment information pertaining to enrollees of the MA Payor ("MA Enrollees"). Without limiting the general application of the foregoing, Practice shall:

(A) safeguard the privacy of all MA Enrollees' medical records and ensure that copies of, or information from, such records are released only to authorized individuals;

(B) release such records only in accordance with applicable federal or state laws or regulations or pursuant to court orders or subpoenas;

(C) maintain all such records in an accurate and timely manner and in accordance with accepted industry standards and applicable federal and state laws and regulations; and

(D) ensure timely access by MA Enrollees to their medical records and information that pertains to them and limit charges for copies of records to the reasonable and customary charges in the professional community.

[1] Review to see if any changes needed for year.

1.2 *Prompt Payment.* Practice acknowledges that MA Payor will cause claims to be approved, paid or denied within the time period specified by applicable federal and state law and, in the absence of any legal requirements, by the terms agreed to in the CIN's contract with the MA Payor ("**MA Payor Contract**").

1.3 *Hold Harmless.* Practice acknowledges and agrees that Practice will hold MA Enrollees harmless and will not bill, seek compensation or reimbursement from, or assert any legal action against MA Enrollees, or persons acting on behalf of MA Enrollees, for payment of any fees that are the legal obligation of the MA Payor. Practice agrees to abide by this provision regardless of circumstances, including, but not limited to, breach or termination of this Agreement, breach or termination of the MA Payor Contract, insolvency of the MA Payor, and/or non-payment for services. Practice may collect supplemental charges or co-payments made in accordance with the terms of any agreement between the MA Payor and its MA Enrollees. Further, this provision shall not prohibit the collection of charges for services rendered by Practice but not covered under an MA Enrollee's benefit plan with MA Payor.

1.4 *Accountability*.

(A) Practice will comply with (a) all applicable federal laws and regulations designed to prevent fraud, waste, and abuse, including, but not limited to applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. 3729 et. Seq.) and the anti-kickback statute (42 U.S.C. 1320a-7b); (b) all other applicable Medicare laws and regulations, and applicable CMS instructions; and (c) all other applicable federal statutes and regulations. Practice shall maintain, at all times, its status as an approved Medicare provider.

(B) Practice will permit, and will make available the premises, physical facilities and equipment, records, and any additional relevant information of Practice for purposes of the conduct of audits, evaluation and/or inspection by the DHHS, the Comptroller General of the United States, CMS and/or any designees of the foregoing regarding any pertinent books, contracts, medical records, patient care documentation and other records (collectively, "Books and Records") that pertain to any aspect of medical care services provided to MA Enrollees, reconciliations of benefit liabilities, and determination of amounts payable under this Agreement. Practice will make all such Books and Records available for a minimum period of 10 years from the later of the termination of the MA Contract or the date of completion of any audit or, in certain instances described in applicable Medicare Advantage regulations, for periods in excess of 10 years, if appropriate.

(C) Practice acknowledges that MA Payor oversees and is accountable to CMS for any functions and responsibilities set forth in federal regulations governing the Medicare Advantage Program, 42 C.F.R. 422. Practice further acknowledges and agrees that, pursuant to Medicare Advantage regulations, MA Payor or its designees will monitor Practice's performance hereunder and that MA Payor and/or CMS shall have the right to terminate Practice's participation in the MA Payor Contract if he or she does not perform satisfactorily.

(D) Any delegation of administrative functions under the MA Payor Contract may only be accomplished in accordance with applicable delegation conditions set forth in the

Medicare Advantage regulations, 42 C.F.R. 422.504, and upon the written consent of the CIN.

1.5 *Compliance with Policies and Procedures*. Practice will comply with all other policies and procedures of MA Payor; which MA Payor shall provide to Practice in written or electronic format prior to MA Payor's expectance of Practice's compliance.

1.6 *Credentialing*. All credentialing activities conducted by MA Payor must meet applicable CMS credentialing requirements governed by 42 C.F.R. 422.204. If the CIN performs credentialing for the MA Payor, the CIN shall ensure that it meets all applicable MA credentialing requirements. Practice shall have all rights and protections set forth in the Medicare Advantage regulations.

2. **Non-discrimination**.

2.1 *Same Treatment*. Practice shall render medical care services to MA Enrollees in the same manner, in accordance with the same standards, and with the same priority offered to the Practice's other patients, without regard to race, religion, creed, sexual orientation, gender, color, place of origin, age, disability, the type of illness or condition, or source of payment.

2.2 *Health Status Protection*. Practice shall not (except as expressly permitted by Medicare Advantage regulations) discriminate, deny, limit, or condition the furnishing of medical care services to any MA Enrollee on the basis of any factor that is related to health status, including without limitation, medical condition (including mental and/or physical illness), claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence), or disability. Practice shall also not discriminate against any MA Enrollee based on whether or not the Enrollee has executed an advance directive.

2.3 *Disabilities Act Compliance*. Practice shall comply with all other applicable laws and regulations, including without limitation, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act and all other laws applicable to recipients of federal funds or benefits.

3. **Notice of Changes in Practice.** Practice agrees to notify the CIN of any relocation or closure of its practice (or of any Practice office or division) not less than 30 days prior to such event. Practice further agrees to notify the CIN as soon as reasonably possible if Practice is unable to provide services as contemplated by this Agreement. Practice shall notify the CIN immediately upon its receipt of notice that it has been excluded from participation in the Medicare program under § 1128 or § 1128A of the Social Security Act and acknowledges that MA Payor is prohibited, by federal law, from contracting with a provider excluded from participation in the Medicare program under § 1128 or § 1128A of the Social Security Act, as amended.

4. **Reporting Requirements; Policies and Procedures**. Practice acknowledges that MA Payor is subject to reporting requirements specified in the Medicare Advantage regulations, such as reporting on the patterns of utilization of its services, the availability, accessibility, and acceptability of its services, and developments in the health status of its enrollees. In furtherance of any such applicable MA Payor reporting requirements, Practice will comply with all data and

reporting requirements requested by MA Payor, including, specifically, the collection and submission of encounter data.

5. **Referral and Authorization Requirements**.

5.1 *In-network Referrals*. Practice shall refer MA Enrollees only to health care providers participating in MA Payor's network of participating providers and treat MA Enrollees at hospitals and ancillary care facilities participating in MA Payor's network in accordance with MA Payor's policies and procedures unless referral to another provider is medically necessary in accordance with the applicable medical management guidelines.

5.2 *Prior Authorization*. In the event Practice seeks prior authorization for services under this Section and, pursuant to the MA Payor's policies and procedures, such services are not authorized, an MA Enrollee may be billed for such services only if the MA Enrollee signs a written statement in advance of receiving such services that states:

(A) Practice has informed the MA Enrollee that pursuant to the applicable policies and procedures, authorization for coverage of such services has been denied by the MA Payor;

(B) The reason given Practice for the refusal to authorize coverage of the services; and

(C) That, as a result, the MA Enrollee may not receive coverage for such services.

SCHEDULE 2.4

PARTICIPATING OFFICES

Office/Division Name:

____

Address: _________________________

____

____

SCHEDULE 3.4

PARTICIPATING PRACTICE PROFESSIONALS

Physicians	NPI

APPENDIX C

MEDICARE SHARED SAVINGS PLAN ADDENDUM

The provisions contained in this Addendum supplement the Participation Agreement (the "**Agreement**") between Privia Quality Network Central Florida, LLC, a Delaware limited liability company ("**PQN**") and _________________, a [**Insert State] [Type of Entity]** ("**Practice**"), which has been signed by individuals duly authorized to bind PQN and Practice, respectively.

PQN has an agreement with the Centers for Medicare and Medicaid Services ("CMS") to participate in the MSSP ("**MSSP Participation Agreement**");

Practice has agreed to participate in CIN with a contractual relationship with PQN;

PQN shall provide Practice with a copy of each MSSP Participation Agreement in which Practice participates; and

Practice hereby agrees to comply with all applicable requirements and conditions of both the Federal Guidance, as amended from time to time, all terms of the MSSP Participation Agreement and the Agreement.

1. Definitions. Capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement, or if not defined in the Agreement, 42 CFR § 425.20.

2. Priority. This Addendum supersedes any inconsistent provisions that may be found elsewhere in the Agreement. Additionally, this Addendum shall be interpreted as incorporating by reference any changes to Federal Guidance inconsistent with its current terms as if such changes were set forth fully herein, without the necessity of further action by the Parties.

3. Reporting. Practice shall report to PQN its own tax identification number, Medicare billing number and a list of all National Provider Identifiers ("**NPIs**") associated with the Practice. Practice shall update such list upon the addition of any physician or other non-physician clinical personnel to the Practice, upon the departure of any physician or other non-physician clinical personnel to the Practice, annually and at such times as requested by PQN.

4. Five Year Agreement. Practice hereby commits to a five (5) year agreement to participate in each MSSP Participation Agreement and, as part of such agreement, Practice agrees to become accountable for and report to PQN and CMS on, as appropriate, the quality, cost and overall care of the Medicare fee-for-service beneficiaries assigned to each ACO in which Practice participates. Upon execution of the MSSP Participation Agreement, the Parties hereby agree to extend the Initial Term or then current Renewal Term to a term of five (5) years from the beginning of the first performance year of the MSSP Participation Agreement without the necessity of any further action by the Parties. The Term shall be subject to the termination rights set forth in the Agreement.

5. Compliance. Practice and all ACO Participants and ACO

Providers/Suppliers shall be subject to the same terms and conditions set forth in this Addendum. Practice agrees to comply with PQN's compliance program as well as the applicable provisions of: (a) the MSSP (b) Federal criminal law; (c) the False Claims Act, 31 U.S.C. § 3729 et seq.; (d) the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); (e) the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; (f) the Physician Self-Referral Law, 42 U.S.C. § 1395nn; and (g) all other applicable laws and regulations. Practice further agrees that PQN may take remedial action against Practice, and Practice shall take remedial action against its ACO Providers/Suppliers, including the imposition of a CAP (as defined below), denial of Incentive Payments, and/or termination of the Agreement, to address noncompliance with the requirements of the MSSP, other deficiencies in Practice's performance, including, but not limited to adherence to the quality assurance and improvement program and evidence-based clinical guidelines, and/or other Rules or program integrity issues, including those identified by CMS.

6. Compliance with Quality Reporting Requirements. Practice will comply with the quality reporting requirements set forth in subpart F (42 C.F.R. §§ 425.500-425.508) and the beneficiary notification requirements set forth at 42 C.F.R. § 425.312.

7. Data. Practice shall cooperate with ACO in its efforts to report to CMS all data regarding quality and continuous improvement goals, patient encounter data, financial information and other information related to participating in all applicable MSSP Participation Agreements, as may be requested by PQN. Such data shall be submitted in the form and manner specified by PQN. Practice represents to PQN and CMS and upon PQN's request Practice shall certify in writing, that any data regarding participation in MSSP Participation Agreement is accurate, complete and truthful, based on Practice's best knowledge, information and belief. In the event that Practice becomes aware that data previously submitted is not accurate, complete or truthful, Practice shall timely inform PQN of such and provide corrected data along with an explanation of why such previously submitted data was inaccurate, incomplete or untruthful. If any of this data turns out to be inaccurate, incomplete or untruthful, or Practice fails to correct such data in a timely manner after becoming aware of such inaccuracy, incompleteness or untruthfulness, PQN may withhold or deny payment to Practice, or, at its option, terminate the Agreement. PQN, and CMS shall have access to any data submitted by Practice for purposes of audit, evaluation, investigation and inspection as provided more fully in Section 8 of this Addendum.

8. Corrective Action Plan. Practice shall comply with the terms of any corrective action plan ("**CAP**") submitted to CMS by PQN.

9. Records.

(a) The Department of Health and Human Services ("**DHHS**"), the Comptroller General, the Office of Inspector General of the DPHS ("**OIG**"), and PQN, as applicable, shall have the right to audit, evaluate and inspect any books, contracts, records, documents and other evidence, including without limitation, medical records and other patient care documentation, belonging to Practice or any Physician that pertain to: (i) PQN's compliance with the requirements of MSSP; (ii) the quality of services performed and determination of amount due from CMS under any applicable MSSP Participation Agreement; and/or (iii) the ability of the PQN to bear the risk of potential losses and to repay any losses to

CMS.

(b) Practice shall maintain and give DHHS, the Comptroller General, the OIG, and PQN, as applicable, and 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, and inspection of the ACO's compliance with 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.

(c) Practice shall maintain such books, contracts, records, documents, and other evidence for a period of 10 years from the final date of the agreement period for the applicable MSSP Participation Agreement or from the date of completion of any audit, evaluation, or inspection, whichever is later, unless PQN notifies Practice that CMS is requiring that a particular record or group of records must be maintained beyond the normal disposition date or there has been a termination of a MSSP Participation Agreement, dispute, or allegation of fraud or similar fault by PQN or any participant in or contractor of PQN, in which case, such records must be maintained for an additional 6 years from the date of any resulting final resolution of the termination, dispute, or allegation of fraud or similar fault.

10. Eligibility to Participate in MSSP Participation Agreement. Practice hereby represents and warrants that: (a) Practice has not participated in the MSSP under the same or different name, as a participant or an ACO, except to the extent that such has been disclosed, in writing, to PQN; and (b) Practice has and will not participate in the independence at home medical practice pilot program under 42 U.S.C. § 1395cc-5, a model tested or expanded under 42 U.S.C. § 1315(a) that involves shared savings, or any other Medicare initiative that involves shared savings.

11. Acknowledgement of Public Reporting. Practice hereby acknowledges and agrees that certain data and other information provided to PQN as well as data from PQN regarding Practice will be subject to public reporting as provided for in 42 C.F.R. § 425.23.

12. Meaningful Participation. The Parties acknowledge that representatives of the Practice, as an ACO Participant (as defined by the Federal Guidance) and as provided in the Operating Agreement, shall be eligible to be nominated as a Physician Director (as defined in the Operating Agreement) of PQN's Board and each Participating Practice Professional shall be entitled to vote for the slate of nominated, At-Large Physician Directors (as defined in the Operating Agreement). Participating Practice Professionals shall also have other opportunities for participation in leadership and management, including participation in the standing committees and advisory boards as set forth in the Operating Agreement.

13. Marketing Materials. Practice will abide by the directions of PQN relative to any marketing materials and activities directed to Medicare beneficiaries. In the event that any marketing materials and activities of Practice or PQN are disapproved by CMS, Practice hereby agrees to discontinue such marketing activities and use of such marketing materials as directed by the CIN and/or CMS.

14. No Beneficiary Inducements. Neither Practice nor any Participating Practice Professionals shall provide any gifts or other remuneration to Medicare beneficiaries as inducements for receiving items or services from, or remaining with, the CIN, the Practice or any Participating Practice Professionals. Any items or services furnished by PQN or Practice shall be reasonably related to the medical care of the beneficiary and the items or services are either preventive in nature or advance a clinical goal of the beneficiary or ACO.

15. Beneficiary Notice Obligations. Practice must: (i) notify beneficiaries at the point of care that their Participating Practice Professionals are participating in the MSSP; (ii) post signs in their facilities to notify beneficiaries that Participating Practice Professional are participating in the MSSP; and (iii) make available standardized written notices regarding participation in the MSSP, which shall be furnished by PQN. PQN may furnish certain of these notices on the behalf of Practice.

16. Shared Belief. The Parties believe that the opportunity for shared savings through the MSSP as well as the other financial incentives, as contemplated in Sections 2.10 and 2.11 of the Agreement, will encourage the Practice, its Participating Practice Professionals and Providers to adhere to quality assurance and improvement programs and evidence-based clinical guidelines by: (i) offsetting some of the expense incurred in developing and implementing the Clinical Integration program; (ii) providing a mechanism to allow participating Clinicians and Providers, including Practice, to compare their practice patterns and costs to other participants in the CIN; (iii) motivating competitiveness among participating Clinicians and Providers to increase quality and manage cost of care; (iv) providing the CIN with experience to work collaboratively with payors to develop new products for health care consumers and purchasers; and (iv) financially motivating Participating Practice Professionals and Providers to standardize aspects of their practices consistent with the above-described programs and evidence-based clinical guidelines.

17. Exclusivity. The Parties acknowledge that for purposes of the MSSP Participation Agreement exclusivity shall be determined based upon whether a Participating Practice Physician provides primary care services, as defined by Federal Guidance, for a Medicare beneficiary during the performance year, or, as may otherwise be defined by Federal Guidance during the Term. The Parties do not control exclusivity determinations for purpose of the MSSP and such a determination shall not have any bearing on whether Practice is exclusive with respect to any other Payor Contracts.

18. Termination/Close-Out Process. Upon termination or expiration of this Agreement for any reason, Practice will furnish all data necessary to complete the annual assessment of PQN's quality of care and address all other relevant matters as may be reasonably requested by PQN. There may be potential consequences for early termination from PQN, such as denial of Incentive Pavements.

19. In addition to the requirements set forth in Section 2.4.3 of the Agreement, Practice shall notify PQN of any additions or deletions of an ACO Provider/Supplier pursuant to the requirements set forth in that section.

20. Additional Obligations. The Parties acknowledge and agree that additional

standards may be required in any particular MSSP Participation Agreement. Such additional standards shall be automatically incorporate herein without the necessity of further action by the Parties as if such additional standards were set forth fully herein.