

PARTICIPATING PROVIDER AGREEMENT

THIS PARTICIPATING PROVIDER AGREEMENT (this “Agreement”) is entered into effective as of _____, 20__ (the “Effective Date”) by and between One Health Quality Alliance, LLC, a Maryland nonprofit limited liability company (“CIN”) and _____, a Maryland corporation (“Provider”) (collectively both are the “Parties” or a “Party”). Unless otherwise defined in body of this Agreement, capitalized terms shall have the respective meanings ascribed to them on **Exhibit A** attached to this Agreement and incorporated by this reference.

RECITALS

WHEREAS, CIN intends to participate in the new approaches to health care delivery across patient populations and payor type aimed at: (1) better care for individuals; (2) better health for populations; and (3) lower growth in health care expenditures (collectively, the “Three Aims”);

WHEREAS, CIN is a provider governed entity which arranges for clinical integration to arrange health care services in a cost effective and efficient manner for the benefit of Participating Providers, Payors and ultimately health care consumers and Patients; and

WHEREAS, CIN has established a Clinical Integration Program to improve health outcomes and reduce the costs of patient care through improved coordination of care, active management of chronic disease states, population management and participation in clinical quality improvement initiatives. The Clinical Integration Program, a non-exclusive collaborative effort of Participating Providers, also creates financial incentives through managed care contracts for those physicians who perform well against defined measures; and

WHEREAS, CIN has and/or will negotiate and enter into agreements with Payors on behalf of Providers who do not Opt Out of said agreements to arrange for the provision of Services to Patients and/or compensation for the provision of Services consistent with the Clinical Integration Program and Provider desires CIN to negotiate and enter into such agreements on Provider’s behalf; and

WHEREAS, by entering into this Agreement, the Parties desire to promote cost-effective health care and align appropriate financial incentives distributed through Payor Shared Savings agreements between the Parties through the Clinical Integration Program; and

WHEREAS, it is the intent of the Parties to operate CIN in a manner that is consistent with the improvement of the health and medical care of the communities served by CIN and to do so in a manner consistent with the tax-exempt, charitable purposes of CIN and Provider; and

WHEREAS, Provider desires to be included in the physician panel and provide health care services to Patients consistent with the CIN Policies and Procedures and CIN desires to include

Provider.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

ARTICLE I CIN OBLIGATIONS

1.1. CIN Administration and Contracting. CIN will perform administrative, enrollment and other functions such as data collection and evaluation as determined by the Board of Directors consistent with the CIN Operating Agreement. CIN will negotiate contracts with Payors, which Providers will be given the opportunity to Opt Out of within ten (10) business days of receiving the Network Commencement Notice, related to the Clinical Integration Program and will perform its obligations pursuant to the terms of such Payor contracts. CIN will establish and operate a Clinical Integration Program that may include distributions to Participating Providers that are consistent with fair market value and commercially reasonable in accordance with Payor Shared Savings contracts. CIN will ensure that physicians have meaningful representation on the Board of Directors on matters related to this Agreement, including but not limited to participation in the development of the CIN Policies and Procedures and Clinical Integration Program. Provider acknowledges that CIN may subcontract with another entity to perform certain obligations of CIN under this Agreement and in the ordinary course of business without Provider's prior consent, and that such subcontractors shall be subject to all applicable terms and conditions set forth in this Agreement.

1.2. Network Development. CIN shall develop and maintain the organizational and relational structure to support a culture of transparent and accountable coordination of care.

1.3. CIN Policies and Procedures. CIN shall establish and maintain CIN Policies and Procedures relating to the operation of CIN which are available on CIN's public website. CIN will develop and amend CIN Policies and Procedures through its committees. Any changes to the CIN Policies and Procedures will require approval from the Board of Directors.

1.4. Care Coordination and Evidence-Based Medicine. CIN shall establish and maintain care coordination services to assist CIN and Providers to meet the goals of the Clinical Integration Program, including but not limited to: (a) development of care coordination mechanisms, including care coordination processes across multiple organizations; (b) quality improvement mechanisms, including a mechanism to improve patient experience of care; (c) development and implementation of clinical management systems; and (d) development and implementation of care utilization management including chronic disease management, reducing unnecessary hospital readmissions, creation of care protocols, and patient education.

1.5. In Network Referrals. CIN intends to enter contracts with Payors that will create financial incentives through the Clinical Integration Program and/or cause Participating Providers to provide services to Patients consistent with CIN Policies and Procedures. In order to promote coordination and continuity of care and the consistent use of evidence-based medicine, and to

allow for the effective communication and reporting of data, Participating Providers shall refer Patients to other Participating Providers, except where otherwise required by applicable law (including, but not limited to, EMTALA and 42 C.F.R. § 411.354(d)(iv)(B)), medical necessity, Payor policies and procedures, or Patient preference and freedom of choice.

1.6 Expenses and Reserves. Provider acknowledges and agrees that CIN is a business that has reasonable expenses, including, but not limited to, the costs of operation and the need to maintain cash reserves, and that CIN, as determined by the Board of Directors based on the recommendation of the Finance and Contracting Committees, shall be entitled to deduct the amounts of such expenses, costs and reserves, including, but not limited to, Direct Operating Expenses, from Shared Savings prior to making any distribution to Provider.

ARTICLE II PROVIDER OBLIGATIONS

2.1 Contracting. By signing this Agreement, Provider hereby designates CIN to act as Provider's agent for the purpose of negotiating agreements with Payors for the provision of Services to Patients in compliance with applicable laws and regulations and the CIN Operating Agreement; however, Provider has the right to negotiate independently with Payors for base fees if he or she so chooses pursuant to the contracting policies and procedures established by the CIN Board. Provider authorizes CIN to manage and administer the funding and distribution of payment arrangements and structures, incentive compensation arrangements, and programs from fees payable under any Payor Shared Savings contracts negotiated by CIN and agreed to by Provider on behalf of Provider.

2.2 CIN Program Compliance. Provider agrees to comply with CIN's and Provider's obligations under the CIN Policies and Procedures and contracts with Payors. Provider shall comply with:

- a. The terms and conditions of the Payor contracts which Provider participates in through CIN;
- b. All applicable laws, regulations including, without limitation: (i) Federal criminal law; (ii) the False Claims Act (31 USC 3729 *et seq.*); (iii) the anti-kickback statute (42 U.S.C. § 1320a-7b(b)); (iv) the civil monetary penalties law (42 U.S.C. § 1320a-7a); and (v) the physician self-referral law (42 U.S.C. § 1395nn);
- c. All CIN Policies and Procedures from time to time in effect as approved by the Board of Directors consistent with the CIN Operating Agreement; and
- d. CIN's Compliance Plan from time to time in effect as approved by the Board of Directors consistent with the CIN Operating Agreement.

2.3 In-Network Referrals. As required by the CIN Policies and Procedures, Primary

Care Physicians shall refer Patients, when appropriate, to Specialty Care Physicians for Services, accept referrals of Patients who are covered by Payor contracts, either personally or through arrangements with other Health Care Professionals in the Provider's practice, and participate in CIN activities through the Clinical Integration Program. Participating Specialty Care Physicians shall provide Services to Patients when Patients are referred in accordance with the Payor contract or the CIN utilization management program as described in the CIN Policies and Procedures. In the event a Primary Care Physician determines that a Patient requires Services which are not available from a Participating Provider, such Primary Care Physician shall refer the Patient to a non-participating Health Care Professional consistent with CIN Policies and Procedures.

2.4 Services. Provider is willing to become accountable jointly with CIN and other Participating Providers for, and to assist CIN with reports on, the quality, patient experience and overall care of the Patients. Participating Physicians and other participating Health Care Professionals shall provide Services to Patients of a scope and quality consistent with his or her training. Such Services shall be provided personally by the Participating Physicians and other participating Health Care Professionals that are authorized to provide Services under this Agreement, including nurses and technicians working under the supervision of Participating Physicians.

The operation and maintenance of the office, facilities and equipment of Provider, and the provision of all Services, shall be solely and exclusively under the control and supervision of Provider and shall be provided in accordance with generally accepted medical practice and professionally recognized standards. Provider agrees to cooperate in good faith and participate as necessary in the investigation of any complaints made by Patients and to resolve such complaints in a reasonable time with appropriate action.

2.5 Availability of Services. Access guidelines for Provider will be described in CIN Policies and Procedures. In addition, Provider agrees to: (a) schedule appointments for Patients in a timely manner; (b) maintain appointment hours which are sufficient and convenient to serve Patients and (c) be (or otherwise make arrangements to be) available twenty-four (24) hours per day, seven (7) days per week for on-call services and for consultation concerning Emergency Medical Services.

2.6 Patient-Centered Care. Provider will monitor the Services provided to Patients. Consistent with the Patient's freedom of choice, each Primary Care Physician shall act as a care coordinator and navigator of the health care delivery system for each Patient receiving Services from such Primary Care Physician; shall manage Services for the Patient, including office visits, referrals to specialists and ancillary providers and admissions; and shall assist and educate the Patient with respect to understanding and receiving health care benefits according to CIN Policies and Procedures.

2.7 Active Participation. Provider will participate in the Clinical Integration Program, including but not limited to quality, network delivery, information technology workgroups, and/or any additional workgroups or committees that are developed to provide input into the further development and operations of CIN, including committees related to the development and

amendment of CIN Policies and Procedures and committees created pursuant to the CIN Operating Agreement.

2.8 Clinical Information Exchange Requirements. To facilitate further integration and improve efficiency, health care quality and patient safety, CIN shall facilitate and Provider will cooperate with CIN, to facilitate data sharing and transparency to the greatest extent permitted by State and Federal law. Provider will remain in compliance with the data interfacing and reporting requirements detailed in the CIN Policies and Procedures. As of the Effective Date of this Agreement, Provider has implemented and fully utilizes, and throughout the term of this Agreement will maintain, an electronic medical record system. The electronic medical record system will remain consistent with CIN Policies and Procedures, as may be amended from time to time. During the term of this Agreement, Provider will maintain an electronic medical record system which meets the requirements of a current Office of the National Coordinator for Health IT (ONC) certified system and will meet the following additional requirements:

- a. Allows the electronic export of clinical and demographic information through secure and standardized transaction sets on a schedule and frequency determined by the CIN.
- b. Provides patient clinical data to CIN for the purposes of the following:
 - i. To run clinical quality measures at the practice and CIN aggregate level.
 - ii. To develop comprehensive plans of care which are consistent with the Patient's and family's choice.
 - iii. To educate and engage Patients with regard to their self-care and partnership with their Primary Care Physician.
 - iv. To advance the health of Patients through measurement, evaluation and modification, all to improve the efficiency and effectiveness of the care provided.
 - v. To facilitate the flow of clinical information to promote continuity and coordination of care between Participating Providers and care settings.
- c. Protects the privacy, confidentiality and security of Patients' protected health information by implementing appropriate administrative, technical and physical safeguards to reasonably safeguard protected health information from any use or disclosure that violates State or Federal law, including HIPAA.
- d. Provides CIN access to clinical data necessary for CIN operations and the Clinical Integration Program.

2.9 Data Reporting and Patient Records. Provider shall timely submit all claims

directly to Payors for Services provided to Patients as required by Payor contracts and in accordance with the form and format required by Payor contracts. Billing responsibilities will not be assumed by CIN, and CIN understands that no information related to fee schedules for Payor agreements not negotiated by CIN or Provider charges will be provided to CIN by Provider. Provider must comply with all requirements and deadlines defined for aggregation and reporting of clinical, efficiency and patient experience measures. Provider shall maintain medical, financial and administrative records concerning services provided to Patients in accordance with applicable law, including without limitation, all laws governing PHI, CIN and Payor requirements, and industry standards. Provider shall create and maintain records and information relating to Patients in an accurate and timely manner and shall ensure timely access by Patients to the records and information that pertain to them. Provider shall provide CIN with accurate encounter data in accordance with CIN requirements and shall use established electronic systems to facilitate continuity of care. To the extent permitted by Federal and State regulations and the Business Associate Addendum set forth in the attached Exhibit C, Provider authorizes CIN to collect, use and disclose Patient data in both identifiable and aggregate form for the purposes of performance under this Agreement and the Clinical Integration Program.

2.10 Performance Requirements.

- a. **Development of Performance Requirements.** Provider in conjunction with CIN and other Participating Providers shall make an appreciable investment of time in developing practice standards and protocols and shall continue to monitor care provided through CIN arrangements for performance and quality criteria and to cooperate with CIN with any other CIN quality performance standards adopted by CIN from time to time, all of which shall be considered part of the CIN Policies and Procedures.
- b. **Measurement and Compliance.** Provider and CIN shall adhere to the CIN Policies and Procedures regarding CIN care models to improve the clinical care delivery across the continuum of care and strategies to promote continuous improvement in practice outcomes and patient satisfaction and experience.
- c. **Performance Improvement Process.** Provider and its individual Participating Physicians shall be subject to CIN's performance improvement and remedial action process for failure to comply with the CIN Policies and Procedures and the terms of this Agreement, including the termination provisions in Article VI. The CIN remedial action process guidelines will be set forth in the CIN Policies and Procedures.

2.11 Use of Participating Providers. Provider agrees that Patients are entitled to the professional medical judgment of their physicians on Medically Necessary treatment options that may be appropriate for their condition or disease. CIN shall not restrict Provider and its Participating Physicians from engaging in medical communications with Patients.

2.12 Qualifications. To furnish the services under this Agreement, Provider shall

provide CIN with a list of all Participating Physicians and cause each Participating Physician to abide by the terms of this Agreement. A current list of the Participating Physicians is attached to this Agreement as **Exhibit B**. Provider shall provide CIN notice of any change in the list of Participating Physicians during the term of this Agreement and **Exhibit B** shall be amended accordingly. Each Participating Physician shall meet the following requirements:

- a. **Licensure.** Each Participating Physician must hold a valid and unrestricted license to practice medicine issued by the State of Maryland, depending on the practice location and has no medical license suspension, revocation or restriction in any state.
- b. **DEA Registration.** Each Participating Physician who will prescribe medications must hold and be fully registered under state and federal laws to dispense all narcotics and other drugs required to be administered in the delivery of Services including a valid Controlled Substances Registration and a valid Drug Enforcement Agency registration that is in good standing and had not previously been denied, restricted, suspended, revoked, or terminated.
- c. **Board Certification; Medical Staff Privileges; Location and Malpractice.** Each Participating Physician must have and maintain a) Board certification (as defined by the certifying hospital) or b) eligibility in their primary specialty. Each Participating Physician must not have any action by a hospital or other health care facility that suspended (except suspension for administrative reasons), restricted, placed on probation or revoked the Participating Physician's medical staff membership or clinical privileges, and must maintain active medical staff membership and appropriate clinical privileges at a hospital approved by CIN. Additionally, if CIN has determined that active medical staff membership and clinical privileges at a hospital are not essential to the delivery of Services by the particular Participating Physician, no hospital privileges will be required. Provider and each Participating Physician must demonstrate and maintain proof of medical malpractice insurance coverage in the minimum amounts established by State of Maryland, as applicable, and in conformity with such terms as established by CIN from time to time. Provider and each Participating Provider must maintain medical malpractice history acceptable to CIN.
- d. **Federal Health Care Programs.** Provider is eligible to participate in and receive reimbursement under the federal health care programs including Medicare and Medicaid. CIN and Provider each certifies that neither it, its employees, agents or contractors: (i) is currently excluded, debarred or otherwise ineligible to participate in the federal health care programs; (ii) is convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs; or (iii) is under investigation or otherwise aware of any circumstances which may result in loss of eligibility to participate in such federal health care programs. Without limiting the generality of the foregoing, each Party represents

and warrants that neither it, nor any of its respective providers, agents, contractors or employees are or have ever been sanctioned by the Office of the Inspector General of the Department of Health and Human Services (“OIG”), barred from federal or state procurement programs, including but not limited to the Medicare or Medicaid programs, or convicted of a criminal offense with respect to health care reimbursement.

- e. **Identifying Information.** Provider has provided CIN true, correct, and complete information for each Participating Physician. Provider agrees that CIN may use Participating Physicians’ names, addresses, phone numbers, photographs, types of practices, hospital affiliations, Board certifications, applicable practice restrictions, and an indication of each Participating Physicians’ willingness to accept additional Patients in CIN “marketing materials” as approved by the Board of Directors and consistent with the state and federal law and regulations. Provider agrees to provide CIN with a complete and current roster of all Participating Physicians listed in **Exhibit B** in Provider’s practice participating under this Agreement and agrees to notify CIN of any changes or additions to this roster in a timely fashion, but not later than thirty (30) days. Any such changes shall be reflected on an amended **Exhibit B** consistent with Section 8.8. Provider shall notify CIN in writing ninety (90) days in advance of closing the practice to new patients and of any other significant changes in a Participating Physician’s practice.
- f. **CIN Standards.** Provider agrees that it and its Participating Physicians shall meet all applicable CIN Policies and Procedures related to qualifications and quality as is reasonably determined by CIN from time to time.
- g. **Representations and Warranties.** The obligations of this Section 2.12 are a continuing representation and warranty and, in the event of any change in status of the representations and warranties set forth in this Section 2.12, the Party who has experienced the change shall notify the other Party in writing immediately, but not less than twenty-four (24) hours from when that Party knew of the change.

2.13 Credentialing. All Participating Physicians shall be a member of a medical staff in good standing without restriction or suspension at an acute care hospital except as provided in Section 2.12(c).

To ensure that high quality care is provided, CIN requires clear documentation for each Participating Physician of acceptable clinical background, successful completion of education, sound medical experience, quality training, ability to perform the essential functions required for the provision of covered medical services, adherence to professional ethics and standards and ability to working in a collaborative environment. These standards, as well as the credentials of Participating Physicians, are reviewed by the Quality & Performance Improvement Committee that, in turn, makes recommendations for approval or denial by the Board of Directors.

2.14 Signatory Authority. The individual executing this Agreement on behalf of

Provider warrants that: (a) he/she is a duly authorized representative to cause Provider and each Participating Physician listed in **Exhibit B** to be bound to the terms and conditions of this Agreement; (b) the execution and performance of this Agreement does not and will not violate or conflict with any agreement or instrument to which Provider is a party; (c) expressly warrants and agrees that each Participating Physician is individually bound by, and agrees to adhere, to the terms and conditions of this Agreement; and (d) acknowledges that in the event any Participating Physician providing services pursuant to this Agreement is no longer affiliated or employed by Provider, such Participating Physician shall remain obligated to comply with the terms and conditions of this Agreement that survive the expiration of Term of this Agreement.

2.15 Access to Premises. Provider shall permit CIN, each Payor with which Provider contracts through CIN, and their respective representatives to inspect, upon reasonable notice, the Provider's facilities, equipment and medical records of Patients, to the extent permitted by law and this Agreement, and to review all phases of professional and ancillary medical care provided to Patients. Provider shall permit Federal, state and local government and accrediting agencies, including but not limited to NCQA, and their authorized agents access to all information, records and copies which are pertinent to and involve transactions related to this Agreement if such access is deemed necessary by federal, state and local government and accrediting agencies.

ARTICLE III COMPENSATION AND RELATED TERMS

3.1 Billing. Provider shall bill Payors directly for Services provided to Patients on a fee for service basis according to contracts negotiated by CIN or other payment arrangements agreed upon by Provider and is in effect between Provider and Payors.

3.2 Compensation and Shared Savings. CIN shall receive Shared Savings payments from Payors and, after deducting costs and expenses pursuant to Section 1.6, CIN shall pay Provider the Provider Portion of the Shared Savings and other financial incentive payments under agreements negotiated by CIN as part of the Clinical Integration Program consistent with the CIN Policies and Procedures and as established by the Board of Directors.

ARTICLE IV RISK MANAGEMENT; INSURANCE; INDEMNIFICATION

4.1 Independent Relationship. None of the provisions of this Agreement are intended to create, or shall be deemed or construed to create, any joint venture, partnership, or any other relationship, between CIN and Provider other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

4.2 Non-Interference with Medical Care. CIN shall not practice medicine, which shall be provided only by Provider and its Participating Physicians. Provider and its Participating Physicians shall be solely responsible for all medical advice and treatment of his/her patients and for the performance of medical services in accordance with accepted professional standards and

practices. Provider shall maintain a physician-patient relationship without intervention from CIN.

4.3 Cooperation/Loss Prevention. The Parties recognize that during the term of this Agreement and thereafter, certain loss prevention issues, legal issues, compliance issues, claims or actions may arise which involve or could potentially involve the Parties and their respective employees and agents. The Parties shall cooperate and regularly communicate concerning such issues relating to this Agreement as advised by their respective legal counsel. In the event of threatened or actual third-party litigation in connection with or related to this Agreement, the Parties shall timely notify, consistent with Section 4.6, the other Party and make reasonable efforts to cooperate with the other Party to coordinate the defense of all such claims, subject to requirements of the respective insurance policies and carriers and the advice of counsel.

4.4 Insurance. Provider shall maintain such professional liability insurance required under the law of the State of Maryland as applicable and general liability insurance reasonably required by CIN and agrees to provide CIN evidence of insurance coverage from time to time upon written request of CIN. CIN shall maintain general liability and directors' and officers' coverage consistent with usual and customary standards.

4.5 Indemnification. Provider shall indemnify CIN and its officers, directors, employees and agents against, and hold it harmless from, any losses, claims, fines, expenses or liabilities, including reasonable attorney's fees based upon or arising from any negligent or intentional act or omission by Provider or its officers, directors, employees and agents including, without limitation, Participating Physicians. CIN agrees to indemnify Provider against and hold it harmless from any losses, claims, fines, expenses or liabilities, including reasonable attorney's fees, incurred or suffered by Provider arising from any negligent or intentional act or omission by CIN, its agents, representatives or employees.

4.6 Notification. CIN and Provider agree to promptly notify the other Party of any claims or demands which arise under this Agreement. The Parties shall notify each other no less than ten (10) business days prior to any reduction or cancellation of insurance.

ARTICLE V PRIVACY AND NON-DISCLOSURE OBLIGATIONS

5.1 Patients Health Records. The Parties agree to maintain complete and confidential medical records for all Patients, as applicable and agree that all such records shall comply with, and be released, only according to applicable Federal and State law and regulations. CIN shall have access to Patients' medical records at reasonable times and upon reasonable written request by CIN for the purposes of assessing quality of care and other lawful purposes under this Agreement and the CIN Policies and Procedures and in full compliance with applicable Federal and State law and regulations.

5.2 HIPAA Compliance. Each Party agrees that it will comply in all material respects with all Federal and State laws, regulations, rules or orders applicable to privacy, security and

electronic transactions, including without limitation, regulations promulgated under HIPAA. To comply with HIPAA, the Parties agree to the Business Associate Addendum set forth in the attached **Exhibit C** which is incorporated in to this Agreement.

5.3 Access to Records. Provider agrees that CMS, the Department of Health and Human Services, the Comptroller General, the federal government or their designees have the right to audit, inspect, investigate and evaluate any books, contracts, records, documents and other evidence of Provider compliance at no charge in accordance with such laws until the later of ten (10) years from the final date of the term of this Agreement or from the date of completion of any audit. Provider shall cooperate in any site visits conducted by CMS or its designee(s).

5.4 Protected Information. The Parties shall: (a) hold the Protected Information in confidence; (b) use Protected Information for the benefit of and not to the detriment of the other Party; and (c) not directly or indirectly, through one or more intermediaries, disclose Protected Information without the written consent of the Party that owns the Protected Information. Protected Information may, however, be disclosed without the written consent of the Party that owns the Protected Information to the extent that disclosure may be necessary or appropriate: (a) to fulfill obligations with respect to and in connection with the legitimate operation of CIN and Provider; or (b) in the event that a Party is required to disclose all or any part of the Protected Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or regulatory or administrative body that has power to compel the disclosure of information. The Parties agree that the Protected Information of each Party is its exclusive property and the other Party has no right, title or interest in the same.

5.5 Survival. The terms of Section 5.4 in this Article V shall survive the termination of this Agreement.

ARTICLE VI TERM AND TERMINATION

6.1 Term and Renewal. This Agreement shall commence on the Effective Date and continue until January 1, 20__ unless earlier terminated as provided in this Agreement. This Agreement shall automatically renew for successive two (2) year terms.

6.2 Termination by Agreement. This Agreement may be terminated by mutual agreement in writing signed by the Parties.

6.3 Termination Without Cause. Either Party may terminate this Agreement without cause upon One Hundred Twenty (120) days written notice to the other Party.

6.4 Termination for Cause. Either Party may terminate this Agreement “for cause” upon written notice setting out the reason for termination to the other Party. However, should the “for cause” event be caused by an individual Participating Physician, at CIN’s option, CIN may invoke the applicable CIN Policies and Procedures on remedial actions for Participating Physicians

without terminating this Agreement. “For cause” for this purpose shall be any one of the following events for Provider or CIN:

- a. Termination, cancellation or reduction of insurance coverage required under Article IV;
- b. Exclusion, disbarment or suspension from a federal health care program, such as Medicare or failure to meet the qualifications in Section 2.12; and
- c. Failure to materially comply with: (i) the terms or conditions of this Agreement, (ii) the terms or conditions of the Payor contracts which Provider has agreed to participate in, or (iii) the CIN Policies and Procedures following receipt of written notice of such failure from the other Party and failure to cure such default within thirty (30) days of receipt of such notice.

6.5 Termination of Specific Participating Physician. CIN may terminate a specific Participating Physician without terminating this Agreement as to Provider upon written notice to Provider for the following reasons:

- a. Participating Physician’s failure to meet the qualifications in Section 2.12;
- b. Participating Physician’s failure to maintain insurance under Section 4.4;
- c. Participating Physician’s conviction of a crime punishable as a felony involving moral turpitude or immoral conduct;
- d. CIN’s reasonable determination that the health or safety of patients, staff or others may be endangered by the continued participation of the Participating Physician in CIN; and
- e. As otherwise permitted by the CIN Policies and Procedures related to remedial action for non-compliance with this Agreement and the CIN Policies and Procedures.

6.6 Effect of Termination. The termination of this Agreement shall not affect the rights and obligations of the Parties accruing prior to the effective date of termination or expiration of this Agreement, nor any covenant which specifically survives termination of this Agreement, including compensation earned through contracts negotiated by CIN, except the Provider forfeits its share of Shared Savings if termination occurs during the then current Performance Period.

6.7 Continuance of Care. In the event this Agreement is terminated, for any reason, Provider shall continue to furnish Covered Services in accordance with the terms of this Agreement to all Patients who are inpatients on the date of such termination until the earlier of (a) thirty (30) days from the date of termination or (b) the remainder of the Patients’ respective confinements.

**ARTICLE VII
ALTERNATIVE DISPUTE RESOLUTION**

Any dispute between the Parties arising out of or relating to this Agreement must first be sent to the other Party in writing detailing the basis for the dispute. The Parties then will attempt in good faith to promptly resolve any controversy or claim between the Parties arising out of or relating to this Agreement by negotiations between Senior Executives of the Parties who have authority to settle the controversy within thirty (30) days of receipt of notice of such dispute.

**ARTICLE VIII
MISCELLANEOUS TERMS**

8.1 Entire Agreement. This Agreement shall supersede, control and govern the relationship between CIN and the Provider regarding Provider participation in CIN.

8.2 Assignment. Neither CIN nor the Provider may assign their rights and responsibilities under this Agreement without the prior written consent of the other Party.

8.3 Governing Law. This Agreement and the rights of the Parties shall be construed in accordance with the laws of the State of Maryland.

8.4 Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its term.

8.5 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach of this Agreement.

8.6 Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

8.7 Force Majeure. Neither Party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, tornado, earthquake, flood, failure of transportation, strikes or other work interruptions by either Party's employees or any other cause beyond the reasonable control of that Party.

8.8 Amendments. This Agreement only may be amended or modified by mutual consent through a written, signed agreement by both Parties.

8.9 Notices. Any notices required to be given shall be in writing and sent certified or registered mail, return receipt requested, to the Party's address set forth on the signature page of

this Agreement. Such address may be changed from time to time by written notice to the other Party consistent with this Section 8.9.

If to CIN: One Health Quality Alliance, LLC
820 West Diamond Avenue
Gaithersburg, Maryland 20878
Attn: President

If to Provider: _____

Attn:

8.10 Severability. If any term, covenant, condition or provision is illegal, or the application of such provision to any person or party or in any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or parties or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.11 Non-Discrimination. Both Parties shall provide services in a manner that does not discriminate based upon race, color, national origin, creed, religion, sex, sexual preference, age, income, health status, handicap, source of payment, or other illegal basis.

8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the duly authorized officers and representatives of CIN and Provider have executed and delivered this Agreement to be effective as of the Effective Date.

One Health Quality Alliance, LLC

By: _____
(Signature)

By: _____
(Signature)

Printed Name:
Title:

Printed Name:
Title:

EXHIBIT A
DEFINED TERMS

The terms set forth below shall have the following meanings for purposes of this Agreement:

“Affordable Care Act” shall mean the Patient Protection and Affordable Care Act of 2010 (Pub.L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub.L. 111-152), and as further amended from time to time.

“Agreement” shall mean this participating provider agreement between CIN and Provider, including all exhibits.

“Board of Directors” shall mean the governing body of CIN and the Board of Directors as defined by the CIN Operating Agreement.

“CIN” shall mean One Health Quality Alliance, LLC, a Maryland nonprofit limited liability company.

“CIN Operating Agreement” shall mean the operating agreement entered into by CIN.

“CIN Policies and Procedures” shall mean all policies, procedures, protocols and directives established from time to time by CIN and approved by the Board of Directors, as well as amendments, updates and changes thereto and including, but not limited to, the following:

- a. Policies and procedures that are necessary or appropriate for the provision of cost effective health care and to satisfy state and federal regulatory agencies and other accreditation or evaluation organizations (*e.g.*, CMS, Professional Review Organizations (“PROs”), the National Committee for Quality Assurance (“NCQA”) and Payors);
- b. Utilization Management (UM) and Quality Management (QM) policies and procedures, established from time-to-time by CIN, to assess and manage the quality and appropriateness of services provided by Primary Care Physicians, Specialty Care Physicians, and other Participating Providers; other policies and procedures, based only on appropriateness of care and service, include, but are not limited to, prior authorization, precertification of elective admissions concurrent review, retrospective review, discharge planning, and case management;
- c. Quality improvement and outcomes results to further document the value of the Provider or Participating Physicians as a provider and of CIN as a whole;
- d. Activities related to promoting accountability for the quality, cost, and overall care for Patient populations as described in this Agreement; managing and coordinating care for Patients through CIN; encouraging investment in infrastructure and

redesigned care processes for high quality and efficient service delivery for Patients; or carrying out any other obligation or duty of CIN under this Agreement. Examples of these activities include, but are not limited to, providing direct patient care to Patients; promoting evidence-based medicine and patient engagement; meeting requirements for reporting on quality and cost measures; coordinating care, such as through the use of telehealth, remote patient monitoring, and other enabling technologies; establishing clinical and administrative systems for CIN; meeting the quality performance standards of this Agreement; evaluating health needs of the Patient population; communicating clinical knowledge and evidence-based medicine to beneficiaries; and developing standards for Patient access and communication, including Patient access to medical records;

- e. Reporting of clinical encounter data through the submission of claims for Services provided to Patients; and
- f. Required to implement the Clinical Integration Program.

“Clinical Integration Program” shall mean a formal, non-exclusive, active and ongoing program of clinical quality initiatives developed, implemented, and operated by CIN in collaboration with Provider in order to create a high degree of coordination and interdependence among Participating Providers with the intent to increase value and efficiency, and improve patient outcomes and includes one or more of the following operating protocols:

- a. Implementing systems to establish goals relating to quality and appropriate utilization of services by Participating Providers;
- b. Regularly evaluating of both individual physician’s and all physician participants’ aggregate performance with respect to those goals;
- c. Modifying of individual Participating Physician’s and Participating Providers actual practices, where necessary, based on those evaluations;
- d. Case management, pre-authorization and concurrent and retrospective review of inpatient stays and outpatient services;
- e. Developing CIN Policies and Procedures which include practice standards and protocols to govern treatment and utilization of services, and active review of the care provided by each physician in light of those standards and protocols;
- f. Significant investment of time and capital to: (i) purchasing of information systems necessary to gather aggregate and individual data on the cost, quantity and nature of services provided or ordered by physicians; (ii) measuring performance of all Participating Providers and the individual physicians against cost and quality benchmarks; and (iii) monitoring patient satisfaction;
- g. Providing Participating Providers and Payors detailed reports on the aggregate cost

and quantity of services provided, and CIN's success in meeting its goals;

- h. Hiring and/or contracting for a medical director, executive leadership, compliance officer and support and clinical staff to handle the functions of the Clinical Integration Program and to coordinate patient care in specific cases;
- i. Appreciable investment of time by Participating Providers in developing practice standards and protocols, and physicians continue to monitor care provided through CIN arrangements; and
- j. Making Participating Providers who fail to adhere to the standards and protocols in the CIN Policies and Procedures subject to remedial action, including the possibility of expulsion/termination consistent with those CIN Policies and Procedures and this Agreement.

"CMS" shall mean the Centers for Medicare & Medicaid Services.

"Covered Services" shall mean those Medically Necessary Services which a Patient is entitled to receive under the terms and conditions of a Payor contract, including, but not limited to, Services provided by Participating Providers, such as Primary Care Physicians and Specialty Care Physicians, as well as other Health Care Professionals.

"Direct Operating Expenses" shall mean expenses of CIN approved by the Board of Directors or otherwise incurred pursuant to CIN Policies and Procedures approved by the Board of Directors.

"Emergency" shall mean a medical condition that arises suddenly and unexpectedly and manifests itself by acute symptoms of such severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine to place a Patient's health in serious jeopardy, result in serious impairment to the Patient's bodily functions, or result in serious dysfunction of a bodily organ or part of the Patient.

"Emergency Medical Services" shall mean those services that are furnished by Provider within the scope of its license, registration, and/or certification, and as otherwise authorized by law and are needed to evaluate or Stabilize a Patient in an Emergency. The term "Emergency Medical Services" shall include care for the alleviation of severe pain.

"Health Care Professionals" shall mean physicians, nurses, podiatrists, physician assistants, clinical psychologists, social workers, nutritionists, physical therapists, speech therapists, dentists, chiropractors and other professionals engaged in the delivery of health services and licensed, as required, by the State of Maryland.

"HIPAA" shall mean the Health Information Portability and Accountability Act of 1996 and all accompanying regulations, including the Privacy and Security Standards, as amended from time to time.

“Medically Necessary” shall mean medical, surgical, or other health care services that a Patient requires for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member in accordance with generally accepted medical practice standards in effect at the time of treatment, and in conformity with the professional and technical standards adopted by CIN.

“NCQA” shall mean the National Committee for Quality Assurance, a private, 501(c)(3) not-for-profit organization, which accredits health plans.

“Net Shared Savings Amount” shall mean the gross Shared Savings Amount minus the costs and expenses described in Section 1.6, including, but not limited to, the Direct Operating Expenses.

“Network Commencement Notice” shall mean the document sent to Providers to notify them that CIN has entered into contract negotiations with a Payer. The Network Commencement Notice will contain the terms that have been approved by the Board of Directors.

“OIG” shall mean the Office of the Inspector General of the Department of Health and Human Services.

“Opt Out” shall mean when the Provider provides notice to CIN that they do not wish to participate in a Payor agreement negotiated by CIN, pursuant to the CIN Policies and Procedures approved by the CIN Board.

“Participating Physicians” shall mean each billing provider, including but not limited to physicians, nurse practitioners, and physician assistants, employed by or contracted with Provider participating and meeting the qualifications under this Agreement and are listed in **Exhibit B**.

“Participating Provider” shall mean (a) a hospital that employs physicians or entered into an arrangement with a physician group or (b) a physician group or physician groups, which have signed a participating provider agreement agreeing to be accountable for the quality care and cost efficiency of the patients served in conjunction with CIN, including but not limited to Primary Care Physicians or Specialty Care Physicians that have current participating provider agreements with CIN to provide Services to Patients.

“Patient” shall mean an individual who is eligible to receive medical services including, without limitation, Services under an agreement negotiated between a Payor and CIN.

“Payor” shall mean any organization: (i) qualified to arrange for the provision of comprehensive medical services to Patients and (ii) which has entered into a written agreement with CIN pursuant to which CIN agrees to arrange for the provision of Services to Patients by Participating Providers and/or establish financial incentives through the Clinical Integration Program. This term may include without limitation health plans, self-funded organizations, third party payors, government healthcare programs and such other forms of alternative health care delivery and finance systems which may from time to time contract with CIN to arrange for the

emergency department or other care setting where Emergency services are provided to the Patient; (b) the transfer of the individual from an emergency department or other care setting where Emergency services are provided to the Patient in another health care facility; or (c) the transfer of the Patient from a hospital emergency department or another hospital care setting where Emergency services are provided to the Patient to the hospital's inpatient setting.

“Three Aims” shall mean new approaches to health care delivery, including under the Affordable Care Act aimed at: (a) better care for individuals; (b) better health for populations; and (c) lower growth in health care expenditures.

**EXHIBIT B
GROUP INFORMATION**

As of _____, 20__

Practice Name: _____

Practice Tax ID: _____ **Practice Group NPI:** _____

Office Manager: _____ **Email Address:** _____

Primary Service Address	Secondary Service Address	Other Service Address
Street Address: _____	Street Address: _____	Street Address: _____
City, State, Zip: _____	City, State, Zip: _____	City, State, Zip: _____
Phone: _____	Phone: _____	Phone: _____
Fax: _____	Fax: _____	Fax: _____
Office Hours: _____	Office Hours: _____	Office Hours: _____
Patient Age Range: _____	Patient Age Range: _____	Patient Age Range: _____
Accepting New Patients: YES NO	Accepting New Patients: YES NO	Accepting New Patients: YES NO
Include in Directory: YES NO	Include in Directory: YES NO	Include in Directory: YES NO
Billing/Pay To Address: _____		
Mailing Address: _____		

List Individual Providers:

Provider Last Name	Provider First Name	Title	Individual NPI	Maryland Medicaid ID Number	Language Spoken

Provider shall update this table annually during the term of this Agreement and send written notice of such to CIN upon request. Notwithstanding the foregoing, Provider will use best efforts to notify CIN of changes in Participating Physicians within thirty (30) days, or such time subscribed by the CIN Policies and Procedures, of any addition or removal of Participating Physicians and upon CIN’s written request.

EXHIBIT C
Business Associate Addendum

THIS ADDENDUM (“Addendum”) is entered into as of the Effective Date (defined below), between Covered Entity and Provider.

COVERED ENTITY:

(“Covered Entity”).

PROVIDER: One Health Quality Alliance, LLC

(“Provider”).

ADDENDUM EFFECTIVE DATE:

(“Effective Date”).

ORIGINAL SERVICES AGREEMENT:

(“Services Agreement”)

SIGNATURES

(By signing below the parties agree to the terms of this Addendum)

COVERED ENTITY

By: _____

Print Name:

Title:

Address

Facsimile Number: _____

PROVIDER

By: _____

Print Name: Terry Forde

Title: CEO & President, Adventist HealthCare

Address: 820 West Diamond Ave, Suite 600

Gaithersburg, MD 20878

Facsimile Number: _____

RECITALS:

A. Pursuant to that certain Services Agreement between Covered Entity and Provider, Provider provides services to Covered Entity and, in connection therewith, Provider requires access to certain individually identifiable health information maintained by Covered Entity; and

B. Pursuant to the Health Information Technology for Economic and Clinical Health Act of 2009 (collectively, the “HITECH Act”) the HIPAA Security Standards apply to Provider in the same manner as they apply to the Covered Entity. Pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, Section 261, *et seq.*, and the final rules promulgated thereunder from time to time by the United States Department of Health and Human Services (collectively, the “HIPAA Standards”), Covered Entity must obtain the satisfactory assurances contained herein from Provider before Covered Entity discloses to Provider, or permits Provider to create or receive on behalf of Covered Entity, individually identifiable health information relating to Covered Entity’s patients. For purposes of this Addendum, the term “PHI” shall mean any such “protected health information” (as defined under the HIPAA Standards) disclosed by Covered Entity to Provider or created or received by Provider on behalf of Covered Entity.

NOW THEREFORE, the parties agree as follows:

a. **Use and Disclosure of PHI.** Provider agrees that it will not use or further disclose PHI other than as permitted or required under this Addendum or as otherwise required by law. In connection with the foregoing, Provider agrees that it will not use or disclose PHI except:

a.) Subject to Section 4 hereof, Provider may use or disclose PHI for the purpose of performing its services under the Services Agreement;

b.) Provider may use PHI for its proper management and administration or to carry out its legal responsibilities; and

ii.) if such disclosure is required by law; and

iii.) if Provider obtains reasonable assurances from the person to whom such PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and

iv.) such person agrees to notify Provider of any instance of which it is aware in which the confidentiality of such PHI has been breached.

a. **Safeguards Against Misuse of Information.** Provider agrees that it will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Addendum. In addition, Provider shall, at Covered Entity’s specific request, de-identify the information and the permitted uses and disclosures by the Provider associate of the de-identified information.

b. **Reporting of Disclosures of PHI.** Provider shall, within five (5) days of becoming aware of any use or disclosure of PHI other than as provided in this Addendum by Provider, its officers, directors, employees, contractors or agents or by a third party to which Provider has disclosed PHI, report any such disclosure to Covered Entity.

c. **Agreements by Third Parties.** Provider shall enter into an agreement with any agent or subcontractor of Provider that will have access to PHI pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Provider pursuant to this Addendum with respect to such information.

d. **Access to Information.** Within five (5) days of a request by Covered Entity for access to PHI about an individual, Provider shall make available to Covered Entity such PHI. In the event any individual requests access to

PHI directly from Provider, Provider shall within two (2) days forward such request to Covered Entity. Any denials of access to PHI requested shall be the responsibility of Covered Entity.

e. **Availability of PHI for Amendment.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI, Provider shall provide such information to Covered Entity for amendment and incorporate any such amendments to PHI in accordance with 45 C.F.R. §164.526.

f. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Provider that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Provider shall make available to Covered Entity such information as is in Provider's possession and is required for Covered Entity to make an accounting in accordance with 45 C.F.R. §164.528. At a minimum, Provider shall provide Covered Entity with the following information: (a) the date of the disclosure, (b) the name of the entity or person who received PHI, and if known, the address of such entity or person, (c) a brief description of PHI disclosed, and (d) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Provider, Provider shall within two (2) days forward such request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Provider hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

g. **Availability of Books and Records.** Provider hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Provider on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with the HIPAA Standards.

h. **Identity Theft Red Flags Rule.** Provider agrees to take such action as is necessary to comply with the requirements of the Red Flag Rules (12 CFR 681), and that Provider has in place policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

i. **Additional Amendments.** Provider agrees it will, from time to time, enter into any additional amendments hereto to permit Covered Entity to comply with the HIPAA Standards or HITECH Act.

j. **Term and Termination.** The Term of this Addendum shall be effective as of [redacted] and shall terminate on [Insert termination date or event] unless earlier terminated as provided herein. Without limiting Covered Entity's other termination rights under the Services Agreement, in the event of that Covered Entity determines that Provider has violated a material term of this Addendum, Covered Entity may terminate the Services Agreement by giving of a written notice of termination to Provider. Upon termination of the Services Agreement for any reason, Provider agrees that it will return all PHI (without retaining any copies thereof) received from, or created or received by Provider on behalf of, Covered Entity; provided, however, if returning such PHI is not feasible, Provider will destroy all such information. In the event that the return or destruction of such information is not feasible, Provider agrees that it will extend the protections of this Addendum to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.



Practice Electronic Medical Records Connectivity Consent

Practice Name: _____

Contact Name _____

Practice Tel/Fax: _____

Practice Email: _____

Practice Address _____

Practice EMR: _____

Practice EMR Vendor _____

EMR Vendor Contact _____

By the signature below, Practice hereby grants its consent and authorization (the “Consent and Authorization”) to One Health Quality Alliance, LLC to enter into data extraction agreement with the practice’s electronic medical record vendor and create data connectivity with OHQA’s population health management application for the purpose of utilizing the data for the population health and other related initiatives and services as outlined in the practice participation agreement between the practice and one health quality alliance, LLC.

This consent and authorization may be terminated by practice based on the terms and agreements outlined in the participation agreement.

Practice Name _____ Date _____

Authorized Signature _____

Name- Print or Type _____