

CONCERT, LLC (“CIN”)

Network Participation Agreement

THIS NETWORK PARTICIPATION AGREEMENT (“Agreement”) by and between CONCERT, LLC (“CIN”) and the undersigned medical practice (“Practice”) is made effective as of the date indicated beneath the CIN’s signature below (the “Effective Date”).

BACKGROUND

A. The CIN is a physician-led organization that has been organized to engage in the development, implementation and operation of an active and ongoing program to evaluate and modify practice patterns by providers who agree to participate in CIN’s Clinical Integration Program, and seeks to create a high degree of interdependence and cooperation among providers to control costs and ensure quality.

B. The Clinical Integration Program shall include without limitation: (1) establishing mechanisms to monitor, track, and report on key health care services that are designed to improve the quality, outcome, and efficiency of patient care; (2) selectively choosing network participants who are likely to further these quality and efficiency objectives; and (3) a significant investment of capital, both monetary and human, in the necessary infrastructure and capability to realize the claimed efficiencies through the Clinical Integration Program.

C. Practice employs or engages Participants and desires that such Participants participate in the CIN’s Clinical Integration Program in order to deliver health care services efficiently by focusing on improvements in quality and outcomes through care coordination and evidence-based medicine.

D. The CIN desires to contract with the Practice to become a Participating Practice, on a non-exclusive basis, to develop and implement the Clinical Integration Program to accomplish the objectives described above, and the Practice desires that its Participants participate in the Clinical Integration Program, in accordance with the terms of this Agreement.

NOW, THEREFORE, for real and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, CIN and Practice agree as follows:

1. Definitions.

- a. “CIN Policies” shall mean all applicable policies, procedures, standards, criteria, and requirements of CIN, as may be adopted and modified from time to time by CIN’s Board of Managers, including, but not limited to, policies addressing Participant participation criteria; Purchaser contracting, incentive designs, and distribution formulas; performance evaluation, improvement and remediation; information technology; and antitrust compliance.
- b. “Clinical Integration” as defined in the 1996 Joint Statements of Antitrust Enforcement Policy in Health Care by the Federal Trade Commission and U.S. Department of Justice shall mean an active and ongoing program to evaluate and modify practice patterns by the network’s physician participants and create a high degree of interdependence and cooperation among the physicians to control costs and ensure quality. This program may include: (1) establishing mechanisms to monitor and control utilization of health care services that are designed to

control costs and assure quality of care; (2) selectively choosing network participants who are likely to further these efficiency objectives; and (3) the significant investment of capital, both monetary and human, in the necessary infrastructure and capability to realize the claimed efficiencies.

- c. "Clinical Integration Program" or "CI Program" shall mean the program of Clinical Integration developed, implemented, and operated by CIN on behalf of and in collaboration with CIN's Participants and Participating Practices.
- d. "Confidential Information" shall mean any confidential and proprietary information of a party collected or exchanged pursuant to CIN's Policies or this Agreement.
- e. "Credentialing" shall mean the credentialing process implemented by the CIN or any Purchaser for the credentialing of Participants and Participating Practices.
- f. "Participant" shall mean a licensed medical doctor, doctor of osteopathy, and doctor of podiatric medicine. It is understood that advance practice registered nurses ("APRNs") and physician assistants ("PAs") shall also be deemed Participants when working under the supervision of or in collaboration with a participating medical doctor, doctor of osteopathy, or doctor of podiatric medicine in accordance with applicable Federal and state laws and regulations. Participants may also include such other providers as the CIN Board of Managers deems appropriate.
- g. "Participating Practice" or "Practice" shall mean an entity that enters into a written agreement with CIN to facilitate the participation of those Participants employed or engaged by such entity in CIN's Clinical Integration Program.
- h. "Performance Distribution Plan(s)" shall mean the distribution plan or plans in effect at a given time governing the distribution from CIN to Practices and/or Participants of any financial incentives paid to CIN by a Purchaser for the services of Participants.
- i. "Provider Organization" shall include physician-hospital organizations, independent practice associations, preferred provider organizations, health maintenance organizations, accountable care organization, clinically integrated networks, or similar network of providers.
- j. "Purchaser" shall mean any individual, organization, firm, governmental entity or network, including, but not limited to, an insurance company, self-funded employer, health care facility, employee welfare benefit plan, employer coalition, health maintenance organization, preferred provider organization, multiple employer trust, or any other party responsible for providing payment or reimbursement for healthcare services.
- k. "Value Based Contract" shall mean a written agreement executed by CIN for itself or on behalf of Participating Practices and/or Participants with a Payor pursuant to which CIN, as part of its Clinical Integration Program initiatives, will provide products and services to the Payor and its beneficiaries and which will involve payment or funding through alternative payment models that account for Participants' performance on measures of quality, efficiency, utilization and other metrics developed by CIN, which models may include, without limitation, shared savings bonuses, pay-for-performance incentives, conventional or alternative global payments and/or bundled payments. A Value-Based Contract is intended as an additive component to a Participating Practice's and/or a Participating Provider's underlying fee-for-

service or “base” rates, and, accordingly, Value Based Contracts do not include fee-for-service arrangements.

- I. “Value Based Contract Terms” shall mean all payment criteria, standards, policies, procedures, programs, rules and regulations contained in Value Based Contracts.

2. **Transparency.** At all times during the term of this Agreement, Practice shall have the right to review, inspect, and receive copies of all applicable CIN Policies.

3. **Practice’s Obligations.**

a. **Active Participation.** Practice hereby agrees that all its Participants will take part in the CI Program in accordance with the terms and subject to the conditions of this Agreement and to ensure that each of the Participants abides by the CIN Policies. Practice and each of the Participants shall actively and meaningfully participate in all initiatives, efforts, and requirements of the CIN related to the design, development, implementation, and operation of the Clinical Integration Program, as determined from time to time by the Board of Managers of CIN, in furtherance of the purposes of the Clinical Integration Program. Unless expressly agreed to by the CIN in writing, all Participants of the Practice shall participate in the CI Program and abide by the terms of this Agreement. Practice shall provide the CIN, at the time of the execution of this Agreement and upon request from time to time, with a true, complete and accurate roster of its Participants and shall promptly notify the CIN of any change in its roster of Participants. Practice represents and warrants to the CIN that it has the authority to enter into this Agreement on behalf of its Participants and to cause such Participants to perform their responsibilities as contemplated herein.

b. **Compliance with CIN’s Requirements.** The Practice agrees to comply with, and to cause the Participants to comply with, the CIN’s Policies and other requirements, as they may be adopted and amended from time to time, including without limitation:

- i. CIN’s Antitrust Policy, Provider Participation Policy, Purchaser Contracting and Performance Distribution Plan Policy, Performance Evaluation, Improvement and Remediation Policy, and such other policies, procedures, standards, protocols, programs, and regulations as of the CIN. The Practice shall promptly notify the CIN upon obtaining actual knowledge of any Participant’s failure to meet or maintain any of the participation requirements referenced in this Agreement or in any CIN Policy.
- ii. All CIN Policies adopted by CIN from time to time, whether clinical or otherwise, designed to promote the quality, cost, utilization efficiency, and other goals of the CIN pursuant to its CI Program.
- iii. All CIN Policies related to the collection, transmission, storage and use of data and information on the professional services provided by Participants. Practice shall provide the CIN with access to the data and information reasonably determined by the Board to be necessary to assist in the CIN’s development, implementation and operation of the Clinical Integration Program. Practice acknowledges and agrees that such data and information may be used individually or collectively with data and information of other CIN participants. The use of such data and information by the CIN may be used, without limitation, (a) to enhance CIN’s data set for use in future initiatives; (b) to provide benchmarks for developing, implementing and/or revising

clinical initiatives and/or other performance metrics for the CIN; and (c) for such other purposes as reasonably related to the operation and purposes of the CI Program as may be determined by the CIN. All data collection and dissemination shall comply with HIPAA and all other state and federal privacy and data security laws.

- iv. The parties understand, acknowledge and agree that the CIN is intended to benefit consumers by enhancing quality, service, and innovation and controlling costs in a way that cannot be reasonably achieved by CIN's Participants individually, and to create procompetitive benefits in the marketplace. Practice agrees that it will cause Participants to act in a manner consistent with the CIN's intent to meet the definition and standards of "clinical integration" utilized by the Federal Trade Commission, and, accordingly, shall distribute to each such Participant, all materials hereafter disseminated by CIN from time to time regarding clinical integration and related antitrust issues, and to make reasonable efforts to cause each such Participant to review such materials.
- c. Participant Qualifications.** Practice shall complete, provide and certify, and shall cause each of its Participants to complete, provide and certify, all necessary forms of the CIN or a Purchaser to complete Credentialing. Practice understands that CIN and Purchasers will rely on the information contained in such forms. Accordingly, Practice shall immediately notify CIN of any change in any information provided in any such form. Practice acknowledges that any misstatement or omission on any Credentialing forms shall constitute cause for terminating this Agreement and the Practice's or a Participant's participation in the CI Program. Practice hereby consent to the release to the CIN, any Purchaser, or their designated representatives of information necessary for Credentialing, as well as other quality assurance and utilization data relating to a Participant. Practice hereby releases the CIN and its designated representatives, and any individuals or entities providing information to the CIN in good faith 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.
- d. Contracting.** On behalf of itself and its Participants, Practice and in accordance with all CIN Policies and any applicable regulatory requirements, Participant agrees to participate in CIN's contracting activities with Purchasers for the purpose of entering into Value Based Contracts.
- i. Practice hereby designates CIN to act as its agent in negotiations with Purchasers and to enter into Value Based Contracts on behalf of the Practice and its Participants with Purchasers that obligate Participants to provide services under the terms and conditions set forth therein, including, by way of example and not limitation, the coordination of care across various Participants of the CI Program in furtherance of the quality and efficiency goals of the Purchaser. In connection with the negotiation of Value Based Contracts, the parties agree to adhere to the Antitrust Policy of the CIN, as the same may be amended from time to time.
 - ii. Practice shall cause all of its Participants to participate in, comply with, and be obligated under all such Value Based Contracts, including compliance with any and all Value Based Contract Terms; provided, however, that Practice and its Participants shall not be obligated to enter into a fee-for-service arrangement by virtue of the CIN entering a Value Based Contract with a Purchaser. CIN shall provide the Practice with all relevant Value Based Contract Terms upon request by Practice. Practice's or a

Participant's failure to comply with and participate in any such Value Based Contract shall constitute a material breach of this Agreement.

- e. Payments Under Value Based Contracts.** Payments to Practice and/or Participants for services pursuant to a Value Based Contract may be made by CIN directly, in accordance with the Performance Distribution Plan(s). The Performance Distribution Plan(s) will be based on clinical integration standards adopted by CIN's Board of Managers prior to the date on which CIN begins earning financial incentives. CIN shall make any Performance Distribution Plan(s) available to each Practice upon adoption by the CIN's Board of Managers. The total amount of incentive compensation, and its distribution, may be subject to review and assessment by the Board in its reasonable discretion, for compliance with Stark legislation (42 U.S.C 1395nn) and the Social Security Act's anti-kickback statute (42 U.S.C. Section 1320a-7b(b)). The Practice recognizes that CIN may deduct its operating costs, reasonable reserves, and other amounts as determined by the CIN from revenues derived from the Value Based Contracts before making distributions of quality incentive payments or funding any performance pool. The parties further agree and acknowledge that, unless otherwise determined by the CIN, Practice and its Participants shall be ineligible for distributions of any incentives under a Value Based Contract if the Practice terminates this Agreement or otherwise ceases to participate in a Value Based Contract prior to the conclusion of any applicable performance period.
- f. Membership Dues and Fees.** Practice agrees to pay any membership fees or other dues as may be reasonably determined by CIN as necessary to maintain it as a self-sustaining entity. In the event Practice fails to pay its membership fee or any other administrative fee established by Network, Network may, in addition to such other rights and remedies that may exist under the law or this Agreement, offset future payments due to Practice and/or its Participating Providers under Quality Incentive Contracts or otherwise.

4. Non-Exclusivity. It is acknowledged that the Practice and its Participants provide professional medical and related services directly or through Purchasers apart from their participation in the CIN. Nothing in this Agreement shall prohibit the Practice or any Participant from contracting with any Purchaser, whether pursuant to any prior, existing or future contracts (or an amendment to any of the foregoing). This Agreement shall not preclude Practice's or any Participant's participation in other Provider Organizations; provided, however, that if CIN has contracted with a Purchaser for the same product or population, Practice and any Participants will be required to participate in the CIN's contract with such Purchaser as a condition of remaining a Participant in the CIN.

5. Confidentiality. The parties acknowledge that during the term of this Agreement each party may receive confidential information of the other party, including confidential information of CIN, the Practice, and Participants. Accordingly, the parties agree that:

- a. Neither Practice nor CIN shall disclose to any unauthorized third party, including, without limitation, any other Practice or Participant of the CI Program, Confidential Information, unless such disclosure is required by law, is authorized in writing by the other party, or is disclosed in a manner that does not identify the Practice or the Participant and is produced for the purpose of studying or demonstrating CIN's overall performance. Any disclosure on the part of the Practice or a Participant to CIN pursuant to this Agreement shall not be deemed to constitute a transfer, assignment or license of the same and such information shall remain the sole and exclusive property of Participant. For purposes of this Agreement, Confidential Information includes, but is not limited to:

- i. financial terms and payment criteria of any Value Based Contract;
 - ii. clinical data and information collected from Practice relating to clinical data and information collected by CIN from any data source, including but not limited to affiliated and inpatient and outpatient facilities;
 - iii. business operations, practices and procedures of the CIN or the Practice, including staffing, strategies and financial plans and budgets, contractual relationships or terms, practice management procedures, health information technology systems and/or systems or processes related to the specific operations of the CIN or the Practice.
 - b. Notwithstanding the foregoing, Practice may disclose this Agreement and the Value Based Contract Terms to its employees, agents, accountants, and/or attorneys with a need to know and who have undertaken a similar duty of nondisclosure.
 - c. The obligations of the parties to maintain the confidentiality of Confidential Information as provided in this Section 4 shall survive the termination, expiration or non-renewal of this Agreement.
6. **Term and Termination.** This Agreement shall take effect on the Effective Date following execution hereof and continue until terminated as provided herein. It shall automatically renew for successive one-year periods each January 1 following the Effective Date unless earlier terminated as provided herein.
- a. **Non-Renewal.** Either party may non-renew this Agreement upon the conclusion of a Performance Year (defined below) by providing written notice to the other party of at least ninety (90) days prior to the conclusion of such Performance Year. If Participant elects to non-renew this Agreement, it shall be entitled to shared savings distributions or other financial incentives accrued, but not yet paid by the CIN, as of the date of such non-renewal. Participant shall not be entitled to any shared savings or financial incentives that have not accrued as of the date of such non-renewal. For purposes of this Section, the term "Performance Year" shall mean the twelve (12) month period beginning on January 1 of each calendar year; provided, however, the period beginning on the Effective Date and ending on the immediately ensuing December 31 shall be considered a short Performance Year.
 - b. **Termination For Cause.** Either party may terminate this Agreement for breach of a material term if the non-breaching party has first provided written notice of the breach to the breaching party and the breaching party has failed to cure the breach to the reasonable satisfaction on the non-breaching party within thirty (30) days following notice of the breach and demanding its cure.
 - c. **Immediate Termination.** CIN may immediately terminate this Agreement at any time upon written notice if the Participant, or, alternatively, any individual Participant(s) who are affiliated with a Participating Practice, as applicable: (a) fails to meet the credentialing requirements of CIN, (b) has his or its professional license in any jurisdiction terminated, suspended, restricted, or reduced in any manner, (c) is suspended or otherwise barred from participation in any state or federal health care program, (d) has pleaded guilty or no contest to, or has been convicted of, a felony, (e) has pleaded guilty or no contest to, or has been convicted of any health care related offense, (f) is the subject of disciplinary action by any licensing board or state or federal body or agency, (g) is the subject of any administrative, judicial, or other

proceeding, action or settlement involving the alleged violation of a state or federal health care fraud and abuse or patient safety law, rule, or regulation, (h) has provided false information to CIN, (i) fails to abide by CIN policies and procedures, provided that CIN provides notice of the failure and attempts remediation to the extent required by the Quality Performance Improvement Policy, (j) dissolves, files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern, or (k) dies, retires from the practice of medicine, or becomes unable to perform his or her material duties under this Agreement as a result of physical or mental capacity for a period of sixty (60) days in any twelve (12) month period.

d. Effect of Termination. Upon termination of this Agreement, the rights of each party shall terminate; provided, however, that (i) such termination shall not relieve either party of its obligations with respect to services furnished prior to such termination or with respect to any patient then being cared for pursuant to this Agreement, and (ii) in the event that a Value Based Contract mandates that insureds are treated by Participant in the Clinical Integration Program, upon termination of the Agreement, CIN and Participant(s) will work collaboratively to transition such patients to another Participant in CIN in a safe and orderly manner.

e. Termination of Individual Participating Provider. CIN retains the right in its discretion to approve, suspend, or terminate the participation status of individual Participants (including an individual affiliated with a Participant entity) under this Agreement in accordance with the CIN's policies and procedures or upon sixty (60) days' prior written notice to Practice. Upon the removal of a Participating Provider, such Participating Provider shall not be entitled to any "fair hearing" or any other similar or analogous hearing procedures or appellate review, except insofar as any such procedures may be set forth in any policy adopted by CIN from time to time. A Participating Provider who has been removed under this Agreement may be reinstated and eligible to be a Participating Provider only upon the prior written approval of CIN, which approval may be given, withheld, or conditioned by CIN in its sole discretion.

7. CIN Roster and Marketing. Participant authorize CIN and/or any Purchaser to include each Participant's name, business address, telephone number, medical specialty, medical education information, hospital affiliations, and other similar information in its provider directory or other similar material approved by CIN, which may be included in various marketing materials. Participant agrees to afford CIN and any Purchaser the opportunity to reasonably display brochures, signs, or advertisements in Participant's office(s). Participant agrees not to use CIN's name and Participant's status under this Agreement in any form of advertisement or publication without prior written permission of CIN.

8. Records.

a. Maintenance of Records. Practice shall accurately and timely prepare and maintain operational, administrative, medical, and financial records, contracts, books, files and other documents or data relating to the provision of care rendered to patients whose care is reimbursed by a Purchaser ("Records"). Such records shall be prepared and maintained in a current, detailed, organized comprehensive manner and in accordance with applicable state and federal laws and regulations, customary medical practice in the community where CIN operates, and CIN Policies. Medical records shall: (i) be legible; (ii) reflect all aspects of pertinent care; and (iii) contain a current and complete medical history and listing of allergies, medications, and diagnoses. For each patient encounter, there shall be completed, dated and signed progress notes which, at a minimum, contain the chief complaint or purpose of the

visit, diagnosis or findings and therapeutic plan. Where appropriate, there shall be evidence of follow-up or previous encounters. Practice will retain the Records for the period of time required by law.

- b. **Review of Records.** To the extent permitted by applicable state and Federal law and regulations, including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA"), 42 CFR Part 2 governing disclosures of records relating to substance abuse, and applicable Pennsylvania law, Participant agrees to permit CIN, Purchasers and/or their designees to access, audit, investigate, evaluate and inspect all Records that pertain to: (i) Practice's and Participants' compliance with the CI Program; (ii) the quality of services rendered to patients whose healthcare is reimbursed by a Purchaser. Notwithstanding termination of this Agreement, the access to records granted under this Section 8 shall survive the termination of this Agreement but only for such period of time corresponding to the length of time that the Participant must maintain any such records in accordance with applicable law. CIN shall provide reasonable advance notice to Practice of any such inspection, which shall be conducted at the Practice's premises during its normal hours of operation. CIN may make copies of such Records at its sole cost and expense.

9. **Professional Decision-Making.** As part of the Clinical Integration Program, the CIN may define processes to promote patient engagement, which each Practice and Participant shall adopt. It shall be the sole right and responsibility of Participants to create and maintain a physician/patient relationship with each patient that a Participant treats, and the Participant shall be solely responsible for all aspects of medical care and treatment of each patient within the scope of his or her professional competence and license, including the quality and levels of such care and treatment. Practice acknowledges that it has an independent responsibility to provide medical care to patients through its Participants and that any action by CIN or a Purchaser, in no way absolves the Practice or a Participant of the responsibility to provide appropriate medical care to any such patient.

10. **Care Coordination.** In order to better manage patient care medical outcomes and maximize the quality of care and cost efficiencies in the best interests of the patient populations of the CIN under the Clinical Integration Program, Participants shall refer such patients to other CIN physicians and providers except in the event: (1) the Participant, in the independent exercise of his or her professional judgment, determines that the medical needs of the patient require a referral to a provider outside the CIN; (2) the patient expresses a preference for a provider who does not participate in the CI Program; (3) the services is not available within the CIN; or (4) the referring Participant, in his or her professional judgment, believes it is otherwise in the best interest of the patient to receive care from a provider outside of the CIN.

11. General Provisions.

- a. **Business Associate Relationship.** To ensure the CIN has sufficient data and information related to patient care to successfully develop, implement and execute the Clinical Integration Program, Practice agrees that the CIN, acting in its capacity as Practice's and Participants' business associate under the Business Associate Addendum attached hereto as Exhibit A, may request and receive clinical and administrative data from the Practice, Purchasers, diagnostic imaging providers, laboratory providers, pharmacies, pharmacy benefit managers, hospitals, ambulatory surgery centers, and other data sources pertaining to services of a Participant. Such data may be compiled into reports and used by the CIN to monitor services provided to patient populations of the CIN and each Participant's performance in relation to CIN's quality and efficiency standards, as part of the Clinical Integration Program.

- b. **Independent Contractors.** CIN and Practice are separate and independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent except as otherwise provided in this Agreement or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Neither party shall have any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party or to bind the other party in any manner except as set forth herein.
- c. **Waiver of Default.** The waiver by any party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement, in its Exhibits, or in written notice hereunder.
- d. **Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will nevertheless be binding upon the respective parties hereto with the same effect as though the invalid or unenforceable provision was deleted.
- e. **Entire Understanding** This Agreement, the Exhibits, and all other documents incorporated herein by reference, constitute the entire understanding between CIN and Practice with respect to the subject matter hereof.
- f. **No Third Party Beneficiaries.** This Agreement is not intended to confer upon any person other than the parties any rights or remedies hereunder. This Agreement will be enforceable only by the parties to this Agreement, and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement. No other person will have the right to enforce any of the provisions contained herein, including without limitation, any patient of the Practice, Participant or a Purchaser; and this Agreement shall not be used by any such person or entity to impose any obligation, duty or standard of care or practice different from or in addition to whatever obligations, duties and standards may exist separate and apart from this Agreement.
- g. **Amendments.** Except as otherwise provided within this Section 10.g., this Agreement may only be amended by a written document signed by the parties. This Agreement may be immediately amended by CIN at any time during the term of this Agreement to include provisions mandated by federal, state or local law or regulation upon providing written notice to Practice of such amendment. The CIN may also amend this Agreement or any Exhibit or attachment hereto by providing Practice with a written copy of the proposed amendment. The proposed amendment will take effect on the later of (i) fifteen (15) days after notice of the proposed amendment was provided to Practice; or (ii) the date indicated within such notice. This Agreement shall be deemed to be automatically amended to conform will all laws, regulations, and applicable formal guidance promulgated by any relevant state or federal government or regulatory agency.
- h. **Applicable Law; Venue.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.
- i. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto. This Practice may not assign this Agreement or its or the Participants' duties hereunder to any other person or entity without CIN's prior, written consent.

- j. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered, when deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, or if delivered by a nationally recognized overnight delivery service to the following addresses:

If to Practice:

See address on signature page.

If to CIN:

Attention: _____

or to such other address, and to the attention of such other person or officer as any party may designate in writing. Unless otherwise specified herein, all notices given hereunder shall be deemed to have been received by the party to which it was addressed (a) immediately upon personal delivery, (b) three (3) business days after the date of posting of notice sent by registered or certified mail, and (c) on the date shown on the signature confirmation of a reputable overnight delivery service.

- k. **No Excluded Provider.** Practice represents and warrants that it, its Participants, owner(s), and/or personnel are not debarred, excluded, suspended or otherwise ineligible to participate in any federal health care program, nor have any of them been convicted of a felony or any health care related crime. Practice agrees to notify CIN immediately in writing in the event any of Practice or any of its Participants, owner(s), and/or personnel is proposed for debarment, exclusion or suspension or is debarred, excluded, suspended or otherwise ineligible to participate in a federal health care program or is convicted of a felony or health care related crime. Practice agrees to indemnify and hold CIN harmless against any and all losses or damages relating to any claim or demand arising from the debarment, exclusion or suspension from participation in a federal health care program of the Practice, or any of its Participants, owner(s), and/or personnel or their conviction of a felony or health care related crime.
- l. **Additional Agreements.** The Participant shall take any additional actions and shall execute any additional agreement or agreements reasonably requested by CIN or a Purchaser in furtherance of the CI Program. The Practice acknowledges that a Purchaser may require the Practice or its Participants to execute separate participation agreements with such Purchaser. Practice agrees to execute and to cause each of its Participants to execute, such separate participation agreements so long as the terms of such agreements have been reviewed and approved by CIN and its legal counsel and are consistent with the Value Based Contract.
- m. **Attorney Fees.** In the event either party breaches any provision of this Agreement, each party shall bear its own costs and expenses (including, without limitation, reasonable attorneys' fees) incurred with respect to the enforcement of his, her or its rights hereunder.

- n. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed or cause to be executed this Agreement.

CONCERT, LLC

By: _____

Title: _____

Effective Date: _____, 2018

PRACTICE

Practice Name

By: _____

Name: _____

Title: _____

Address: _____

EXHIBIT A
HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is effective as of the Effective Date of that certain Network Participation Agreement (the "Underlying Agreement") by and between Concert, LLC ("Business Associate") and the Practice (the "Covered Entity") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Parties desire to enter into this Addendum in order to comply with the privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") adopted by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. Parts 160 and 164, as promulgated by HHS in accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"); and the HHS regulations promulgated on January 25, 2013, entitled the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act," hereinafter such regulations and Acts collectively referred to as the "HIPAA Requirements";

WHEREAS, Covered Entity and Business Associate have entered into the Underlying Agreement pursuant to which Business Associate may provide products and/or services ("Services") for Covered Entity that require Business Associate to access, maintain, create, disclose and use health information that is protected by federal law;

WHEREAS, in connection with these Services, Business Associate meets the definition of a "business associate" as defined by 45 C.F.R. Section 160.103; and

WHEREAS, the Parties desire to enter into this Addendum in order to ensure the Covered Entity receives adequate and satisfactory assurances from Business Associate that Business Associate and its subcontractors will comply with all applicable obligations under the HIPAA Requirements;

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

1. Definitions.

Unless otherwise provided in this Addendum, all terms in the Addendum, whether or not capitalized will have the meaning set forth in the HIPAA Requirements as of the compliance deadline established by such requirements, as applicable. References to Protected Health Information (hereinafter "PHI") shall be construed to include Electronic Protected Health Information, and references to PHI shall mean only the PHI that Business Associate uses, discloses, creates, receives, maintains and/or transmits for or on behalf of Covered Entity to perform the Services. The Parties hereby acknowledge that the definition of PHI includes Genetic Information, as defined at 45 C.F.R. §160.103. The term "Individual" shall have the same meaning as set forth in 45 C.F.R. §160.103 and includes a person who qualifies as a personal representative pursuant to 45 C.F.R. §164.502(g).

2. Obligations of Business Associate.

- A. Compliance with Laws. Business Associate acknowledges and agrees it meets the definition of a “business associate” as defined at 45 C.F.R. §160.103. Business Associate shall only create, receive, use, disclose, maintain, and/or transmit PHI in compliance with this Addendum and the HIPAA Requirements, including 45 C.F.R. §164.504(e). Business Associate agrees to comply with applicable federal and state laws, including but not limited to the HIPAA Requirements. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
- B. Business Associate Agreements with Subcontractors. If Business Associate subcontracts any portion of the Services to any agent or subcontractor as those terms are defined or otherwise used in the HIPAA Requirements (hereinafter referred to individually as a “Subcontractor” or collectively as “Subcontractors”), prior to any Subcontractor accessing, creating, using, disclosing, maintaining, transmitting or receiving any PHI Business Associate shall require such Subcontractor to agree in writing to the same business associate agreement restrictions and conditions as apply to Business Associate under this Addendum, and requiring compliance with the HIPAA Requirements, including but not limited to the Privacy Rule and Security Rule.
- C. Use of PHI. Business Associate shall only create, receive, use, disclose, maintain, and/or transmit PHI in compliance with the Services Arrangements, this Addendum and the HIPAA Requirements, whichever is more protective of patient confidentiality and patient rights, or as Required By Law. In accordance with the foregoing, Business Associate shall use PHI (i) to perform the Services pursuant to the applicable Services Arrangement. Additionally, Business Associate may use PHI as necessary for the proper management and administration of the Business Associate or to carry out Business Associate’s legal responsibilities, provided that such uses are permitted under federal and applicable state law. Additionally, Business Associate may use and disclose PHI for Data Aggregation purposes relating to the health care operations of the Covered Entity, to the extent authorized by the Covered Entity.
- D. Disclosure of PHI. Business Associate may disclose PHI if such disclosure is Required By Law. In addition to the requirements of Section 2.B. regarding Business Associate Agreements with Subcontractors, Business Associate may disclose PHI to a third party, including any Subcontractor, as necessary for the proper management and administration of the Business Associate or to carry out Business Associate’s legal responsibilities, if such disclosure is Required By Law or if prior to any such disclosure Business Associate: (a) obtains reasonable written assurances from the third party, including any Subcontractor, to whom the PHI is disclosed that the third party will hold such PHI confidentially and will use or disclose such PHI only as Required by Law or for the purpose(s) for which the PHI was disclosed to the third party; and (b) requires the third party, including any Subcontractor, to agree to notify the Business Associate promptly, but in no event later than five (5) business days, following any instance of which such third party is aware that PHI has been used or disclosed for a purpose that is not permitted by this Addendum or the HIPAA Requirements, or that constitutes a Security Incident or Breach of Unsecured PHI. Business Associate further agrees that any disclosures of PHI made by Business Associate to any third party, including Subcontractors, shall comply with the HIPAA Requirements, including but not limited to the Security Rule.
- E. Report of Misuses and/or Inappropriate Disclosures of PHI. Business Associate shall: (1) report to the Covered Entity any use or disclosure of PHI not permitted by this Addendum or the HIPAA Requirements, such report to be made within five (5) business days of the Business Associate becoming aware of such misuse or inappropriate disclosure; (2) mitigate, to the extent practical, any harmful effect that is known or reasonably foreseeable to Business Associate and is the result

of a use or disclosure of PHI by Business Associate or any Subcontractor in violation of the Addendum, the HIPAA Requirements or other applicable law, including any Security Incident or Breach of Unsecured PHI.

- F. De-identification Covered Entity retains all rights in the PHI. Except as otherwise may be required by law, Business Associate shall not de-identify PHI without the express written consent of Covered Entity.
- G. Safeguards by Business Associate and Subcontractors. Business Associate represents and warrants that it has adopted, implemented and shall continue to maintain, for so long as Business Associate has access to, maintains, uses or discloses Data, as defined below, adequate and appropriate physical, technical and administrative safeguards to: (i) protect the confidentiality, integrity, availability and security of PHI and other individually identifiable information obtained from, or created on behalf of, Covered Entity (for purposes of this Section 2.G., "Data"), and (ii) prevent the use or disclosure of Data other than as provided for by this Addendum, the HIPAA Requirements and other applicable law. Business Associate's administrative, physical and technical safeguards protecting Data shall comply with applicable law, the HIPAA Security Rule, and HHS technical guidance. Business Associate shall ensure that each Subcontractor implements the Security Rule to protect the confidentiality, integrity, and availability of the Data that it uses, discloses, creates, receives, maintains and/or transmits on behalf of Business Associate and/or the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the Subcontractor under this Addendum as if such act, failures or omissions were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly agrees that its Subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Addendum. Business Associate agrees that it shall encrypt any PHI created, received, accessed, maintained, transmitted, used or disclosed pursuant to this Addendum consistent with encryption standards that meet the U.S. Department of Health and Human Services Guidance specifying the Technologies and Methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals for purposes of breach notification requirements under §13402 of the HITECH Act.
- H. Minimum Necessary. Business Associate shall limit its uses and disclosures of PHI to the "Minimum Necessary," that is, Business Associate shall only use and further disclose PHI as permitted by this Addendum and the HIPAA Requirements (including but not limited to the minimum necessary standard set forth at 45 C.F.R. Section 164.502(b)), to accomplish the intended purpose of such use, disclosure, or request to use or disclose.
- I. Covered Entity Obligations. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- J. Remuneration. Business Associate may not receive direct or indirect remuneration in exchange for PHI unless permitted by the HIPAA Requirements.

3. Individual Rights. Business Associate agrees as follows:

- A. Individual Right to Copy or Amend PHI in the Designated Record Set. In the event Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall promptly, and within fifteen (15) days of Covered Entity's request, take all actions necessary for Covered Entity to comply with 45 C.F.R. Sections 164.524 and 164.526. Business Associate

shall provide any request it (or its Subcontractors) receives from an Individual for access or amendment under such regulations to Covered Entity within ten (10) business days of receipt. Business Associate agrees that only Covered Entity shall respond to requests received by Business Associate (or its Subcontractors) from Individuals.

4. Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity within fifteen (15) days of Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for Accounting of Disclosures. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI. If an Individual requests an Accounting of Disclosures directly from Business Associate (or its Subcontractors), Business Associate will forward the request and its (and its Subcontractors') Disclosure record to Covered Entity within ten (10) business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the Accounting to the Individual. Business Associate will not provide an Accounting of its Disclosures directly to any Individual.
5. Audit of Internal Practices, Policies and Procedures.
 - A. Except as otherwise specified herein, Business Associate shall make available information regarding Covered Entity's and Business Associate's internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI to HHS or its authorized agents for the purpose of determining Covered Entity's and/or Business Associate's compliance with the HIPAA Requirements. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by HHS or its authorized agents. To the extent permitted by law, Business Associate shall promptly notify Covered Entity in writing regarding any requests for such information received from HHS or its authorized agents.
 - B. Without limiting any other audit rights of Covered Entity, Covered Entity shall have the right to review Business Associate's data privacy and information security program prior to the commencement of Services and from time to time during the term of the Addendum. During the providing of the Services, on an ongoing basis from time to time and without notice, Covered Entity, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Business Associate's data privacy and information security program. In lieu of an on-site audit, upon request by Covered Entity, Business Associate agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by Covered Entity or its designee, regarding Business Associate's data privacy and information security program.
6. Withdrawal of Authorization. If the use or disclosure of PHI in this Addendum is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Requirements expressly applies.
7. Security Incidents. Business Associate agrees to report to the Covered Entity any Security Incident of which Business Associate becomes aware, as follows:

- A. The parties agree that this Section 6 A satisfies any notices necessary by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. For purposes of this Addendum, such Unsuccessful Security Incidents include activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service and any combination of the above, so long as no such Unsuccessful Security Incident results in unauthorized access, use, disclosure, modification or destruction of PHI or interference with information system operations, provided that Business Associate will maintain a log or similar documentation of Unsuccessful Security Incidents for a reasonable period of time, not less than ninety (90) days, and will provide a copy of that log or documentation, to the extent relevant to Covered Entity's PHI, upon request.
- B. Other Security Incidents shall be reported to the Covered Entity promptly and in no case greater than three (3) business days after Business Associate becomes aware of such Security Incident.
8. Breaches of Unsecured PHI. Business Associate will report in writing to Covered Entity any Breach of Unsecured PHI, as defined in the Breach Notification Regulations, 45 C.F.R. Section 164.400 *et seq.* (each a "HIPAA Breach"), within five (5) business days of the date Business Associate Discovers the Breach, and shall provide Covered Entity with all information required by 45 C.F.R. Section 164.410 that Business Associate has or may obtain without unreasonable difficulty. Business Associate will provide such information to Covered Entity in the manner required by the Breach Notification Regulations, and as promptly as is possible. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of such Breach experienced by Business Associate or Business Associate's Subcontractors, and for all reasonable expenses Covered Entity incurs in mitigating harm to those Individuals as well as Covered Entity. This Section shall survive the expiration or termination of this Addendum and shall remain in effect for so long as Business Associate maintains PHI.
9. Data Breach Notification and Mitigation Under State Laws. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information accessed, maintained, created, transmitted, used or disclosed on behalf of Covered Entity (including, but not limited to, PHI and referred to in this Section 8 as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) notify Covered Entity within five (5) business days (or such shorter time frame as required by applicable State law) of any State Breach; (ii) cooperate and assist the Covered Entity with any investigation into any State Breach or alleged State Breach; (iii) cooperate and assist the Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iv) comply with Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by any State Breach; and (v) assist with the implementation of any decision by any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents). This Section shall survive the expiration or termination of this Addendum and shall remain in effect for so long as Business Associate maintains Individually Identifiable Information, including PHI.
10. Term and Termination.

- A. Term. This Addendum shall commence as of the Effective Date and, except as provided in Section 9.B. below, continue until the expiration or earlier termination of the Underlying Agreement. In the event either party becomes aware of a pattern of activity or practice of the other party that constitutes a material breach of the other party's obligations under this Addendum, the non-breaching party shall give written notice to the breaching party of the breach. If the breaching party does not cure the breach within a time period required under the Underlying Agreement, the non-breaching party may terminate this Addendum and the Underlying Agreement, or if termination is infeasible, report the breach to HHS.
- B. Effect of Termination. Upon termination of the Underlying Agreement for any reason, Business Associate agrees to return or destroy all PHI received from, or accessed, maintained, used, disclosed and/or transmitted for or on behalf of, Covered Entity by Business Associate (or its Subcontractors). If Business Associate reasonably determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Addendum to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.
11. Mitigation. If Business Associate violates this Addendum, the HIPAA Requirements, state medical record privacy laws, and/or State Breach laws, Business Associate shall promptly mitigate any damage caused by such violation or breach; provided, however, that Business Associate admits no negligence or fault by Covered Entity as part of its mitigation efforts.
12. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
13. Individually Identifiable Information and PHI to Remain in United States. Business Associate represents and warrants that in no event shall Individually Identifiable Information or PHI be stored or otherwise maintained by Business Associate or its Subcontractors outside the United States and its territories (the "U.S."). Business Associate further agrees to use commercially reasonable efforts to prevent the transmission of Individually Identifiable Information and/or PHI via a method or through use of a medium that is likely to result in such information being sent outside the U.S., regardless of the length of time (or lack thereof) such information may be outside the U.S.
14. Miscellaneous.
- A. Survival. The respective rights and obligations of Business Associate under this Addendum shall survive the termination of this Addendum and shall continue for so long as Business Associate, its Subcontractors or agents maintain PHI.
- B. Notices. Any notices pertaining to this Addendum shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party at the address of the Party indicated in the Underlying Agreement.
- C. Amendments. This Addendum may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Addendum from time to time as necessary to comply with the HIPAA Requirements.

- D. Choice of Law. This Addendum and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Pennsylvania, without regard to applicable conflict of laws principles.
- E. Assignment of Rights and Delegation of Duties. This Addendum is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign any of its rights or delegate any of its obligations under this Addendum without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
- F. Nature of Agreement. Nothing in this Addendum shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties. The Parties explicitly agree that Business Associate is an independent contractor of Covered Entity, and not an agent of Covered Entity.
- G. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Addendum may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
- H. Equitable Relief. Any disclosure or misappropriation of PHI by Business Associate in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
- I. Severability. The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
- J. No Third Party Beneficiaries. Nothing in this Addendum shall be considered or construed as conferring any right or benefit on a person not party to this Addendum nor imposing any obligations on either Party hereto to persons not a party to this Addendum.
- K. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Addendum are inserted for convenience only, do not constitute a part of this Addendum and shall not affect in any way the meaning or interpretation of this Addendum.
- L. Entire Agreement. The Underlying Agreement and this Addendum are intended to be read and construed in harmony with each other, but in the event that any provision in this Addendum conflicts with the provisions of the Underlying Agreement (including any of its other Exhibits or attachments), the provisions in this Addendum shall be deemed to control, and such conflicting

provision or part thereof shall be deemed removed and replaced with the governing provision in this Addendum.

- M. Regulatory References. A citation in this Addendum to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

- N. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Business Associate shall notify Covered Entity of the request or mandate as soon as reasonably practicable, but in any event within five (5) business days of receipt of such request or mandate and prior to responding to any such request or mandate. Covered Entity shall have the right and opportunity to object to such request or mandate and to seek a protective order or equivalent to ensure protection of the PHI, any applicable individual privacy rights, and applicable Covered Entity business operations.