

SHARED SAVINGS PARTICIPATION AGREEMENT

THIS SHARED SAVINGS PARTICIPATION AGREEMENT (“*Agreement*” or “*SSPA*”) is entered by and between the Accountable Care Organization identified in the signature block below (“*ACO*”) and ACO participant, as defined in 42 C.F.R. § 425.20, identified in the signature block below (“*Participant*”). The parties may be referred to individually as a (“*Party*”) and collectively as the (“*Parties*”). The only Parties to this Agreement are ACO and Participant.

All capitalized terms used, but not otherwise defined, shall have the meanings given to such terms in the Medicare Shared Savings Program (“*MSSP*”), 42 C.F.R. Part 425 (together with CMS’ MSSP-related guidance/rules, the “*MSSP Regulations*”), or in the MSSP ACO Participation Agreement (“*MSSP Agreement*”) between the ACO and the Centers for Medicare & Medicaid Services (“*CMS*”).

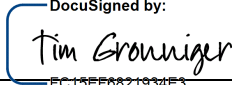
Consistent with the MSSP Agreement, Participant hereby agrees to participate in the MSSP as an ACO participant, as defined in 42 C.F.R § 425.20. The Parties agree (1) to work collectively (together with other ACO participants) in order to manage and coordinate care for Medicare fee-for-service beneficiaries, (2) to be accountable for the quality, cost, and overall care of each Medicare fee-for service beneficiary assigned to the ACO using the process defined in the MSSP Regulations, and (3) that this Agreement, including all applicable ACO Policies (as defined herein), governs the Parties’ respective rights, duties, and obligations.

By signing this Agreement, Participant acknowledges and agrees that it is committed to participation in the MSSP through the Term set forth in Section 6 of Exhibit A.

Attached hereto, and incorporated herein by reference, are the following Exhibits to this Agreement: Exhibit A: Terms & Conditions, Exhibit B: Business Associate Agreement, and Exhibit C: Regulatory Requirements. If an Exhibit for any reason is not attached to this Agreement, each reference to the missing Exhibit shall be deemed to mean and incorporate that version of the missing Exhibit then in use by ACO.

IN WITNESS WHEREOF, the undersigned, having full power and authority to take this action on behalf of the undersigned parties, have entered into this Agreement.


Caravan Health ACO 50 LLC

Signature: 
Name: Tim Gronniger
Title: Executive Director
Date: 7/25/2023

Notice Address:

Caravan Health ACO 50 LLC
Attn: Legal Department
7509 NW Tiffany Springs Parkway, Suite #310
Kansas City, MO 64153
legal@signifyhealth.com

University of Connecticut Health Center

Signature: 
Name: Jeffrey Geoghagan
Title: Chief Financial Officer
Date: 7/19/2023

Notice Address:

University of Connecticut Health Center
Attn: Office of General Counsel
263 Farmington Ave
Farmington, CT 06030
generalcounsel@uchc.edu

TIN (Last 4 Digits): 5543
ICC: CT02

Exhibit A
TERMS & CONDITIONS

1. **MSSP, Generally.** In participating in ACO's MSSP accountable care organization, Participant and each of its "ACO providers/suppliers" and "ACO professionals" (as those terms are defined in the MSSP Regulations, collectively, "**Care Providers**"), join other ACO participants and their Care Providers to attempt to earn shared savings by reducing costs while adhering to the ACO's quality assurance and improvement program and evidence-based clinical guidelines. The ability to earn shared savings distributions from CMS arises under and is governed by the MSSP Agreement (each payment to ACO from CMS for a given performance year is an "**Earned Payment**"; the monies of an Earned Payment, "**Shared Savings**").

a. **Performance Year.** The MSSP operates on a per-calendar year basis of January 1st through December 31st (each calendar year of the MSSP, a "**Performance Year**"). A period following each Performance Year, commences on January 1st and continues until the ACO has: (i) received its final annual financial reconciliation from CMS for the Performance Year immediately preceding the commencement of the Tail Period; (ii) concluded any appeals associated with Shared Savings or Shared Losses for the Performance Year immediately preceding the commencement of the Tail Period; or (iii) repaid any Shared Losses due to CMS (the "**Tail Period**"; the latest date upon which (i), (ii) or (iii) occurs, shall be referenced herein as the "**Tail Period Close Date**").

b. **MSSP Tracks.** In a given Performance Year, ACO can participate in one of two MSSP "**Tracks**"—the "**Basic Track**" (or "**Basic**") or the "**Enhanced Track**" (or "**Enhanced**"), each as defined in 42 C.F.R. §§ 425.600(a)(4) and 425.600(a)(3), respectively, and as further described below. Beneficiaries will be assigned to ACO using the methodology for "assignment" described in the MSSP Regulations.

i. **Basic Track.** The Basic Track is comprised of the two following agreement periods:

A. **First Agreement Period.** ACO may be eligible to begin and remain in Basic Track, Level A (no Downside Risk) for up to five years, depending upon the composition of its ACO participants. ACO then may renew its MSSP Agreement to enter its second agreement period.

B. **Second Agreement Period.** In the second agreement period, ACO is placed into a CMS-mandated glide path consisting of five tiers, each alphabetically-sequenced A through E (each, a "**Level**"; referred to, individually, using its letter, *i.e.*, "**Level A**"), through which the ACO automatically moves sequentially with each Performance Year (*i.e.*, Level B, then C...then E), subject to paragraph (C) below. Participant acknowledges that, beginning with Level C onward, the ACO participates in a two-sided model, as described in 42 C.F.R. § 425.605(d)(1)(iii)-(v), requiring it to repay CMS for certain financial losses that result when the aggregate per-beneficiary Medicare Part A and B expenditures for beneficiaries assigned to all ACO participants exceed the benchmark above a certain level for a given Performance Year (possibility of owing CMS money, "**Downside Risk**"; each Performance Year with Downside Risk, a "**Downside Risk Year**"; monies owed referred to, collectively, as "**Shared Losses**").

ii. **Enhanced Track.** Enhanced is the MSSP's final endpoint, and to participate in this Track, CMS must accept ACO's application. Unlike the Basic Track, the Enhanced Track has no Levels and consists of all Downside Risk Years.

c. **Natural MSSP Progression; Changing of Terms.** As of the Effective Date, ACO will be in the Track and/or Level identified below. With each Performance Year, an ACO may either remain in the same Level or move forward toward the Enhanced Track; it cannot move backward (*i.e.*, moving from Enhanced to Basic or from Level D to Level C). The ACO's terms of participation in the MSSP will change with each Level and upon any move to Enhanced, including, but not limited to, the selection of the ACO's risk model under 42 C.F.R. § 425.600, its exposure to Downside Risk, the Minimum Savings Rate, the Minimum Loss Rate, and the availability and use of certain waivers of Medicare payment rules. Accordingly, the Parties agree that the terms of this Agreement will change immediately and automatically based on the applicable Level or Track, as

provided herein and as set forth in the MSSP Regulations. As of the Effective Date, ACO's participation will be in Enhanced Track.

d. **Accelerations.** If one of the following accelerations occurs, the ACO will still progress as described in paragraph (c), to the extent it has not reached Level E or Enhanced.

i. **Voluntary.** The ACO's Board of Managers (the "**Board of Managers**") may, once annually, elect to skip ahead one or more Levels or skip to the Enhanced Track. Participant authorizes ACO to make all required regulatory elections necessary for its participation in, and compliance with, all Tracks, including, without limitation, any Level that accelerates the ACO's progression towards Downside Risk obligations, including a voluntary move to the Enhanced Track.

ii. **Involuntary.** CMS may accelerate the progression of ACO into a Downside Risk Year earlier than the natural progression otherwise would have, based on various factors related to the ACO's composition of ACO participants, including, but not limited to, the participants' collective prior experience in the MSSP or any "performance-based risk Medicare ACO initiative" as defined at 42 C.F.R. § 425.20 ("**CMS Risk Initiative**"). Typically, ACO will have advance notice of such involuntary acceleration. Participant hereby releases ACO from any liability with respect to any such action taken by CMS, and agrees to abide by, and be subject to the requirements of the applicable Track resulting from CMS' action.

e. **Shared Savings.** ACO's ability to receive an Earned Payment arises under and is governed by the MSSP Agreement and MSSP Regulations. The Parties agree that for each Performance Year: (i) no Earned Payment is guaranteed to ACO and no Shared Savings are guaranteed to any ACO participant (including Participant or its Care Providers); (ii) ACO shall use commercially reasonable efforts to earn Earned Payments; (iii) ACO's payment of Shared Savings, if any, is contingent upon ACO's actual receipt from CMS of such Earned Payment; (iv) if ACO receives an Earned Payment, ACO will allocate and distribute the Shared Savings pursuant to ACO's Shared Savings Policy; and (v) Participant's receipt of Shared Savings may be further contingent on the terms of any applicable Local Distribution Policy (as defined in the Shared Savings Policy).

f. **Local Distribution Policy.** Participant acknowledges and agrees that Shared Savings earned by Participant under this Agreement will be calculated and paid to the entity identified as the Principal on the Community Acknowledgment ("**Principal**"), pursuant to Principal's agreement with Caravan Health, Inc., doing business as Signify Health ("**Caravan**") for MSSP services under which Participant is a member of Principal's Community ("**Order Form**"; this Agreement and the Order Form, collectively, the "**Program Agreements**"). Participant acknowledges and agrees neither ACO nor Caravan determines whether, or the amount or extent to which, Participant receives such Shared Savings from Principal pursuant to the Principal's Local Distribution Policy. Participant agrees that neither ACO nor Caravan is involved in the creation, approval, or administration of any Local Distribution Policy, and is, therefore, not liable for any disputes thereunder. The creation and administration of each Local Distribution Policy is solely the responsibility of Principal and neither Caravan nor ACO makes any representation or warranty concerning the contractual enforceability, administration, or regulatory compliance of any Local Distribution Policy. Notwithstanding the foregoing, Participant agrees that any communications between or among Principal, Participant, Care Providers, and other ACO participants concerning any Earned Payment or Local Distribution Policy shall comply with ACO Policies, including concerning antitrust compliance. **Participant and their Care Providers may use all received shared savings for any lawful purpose consistent with the terms of this Agreement and the MSSP's goals and objectives.**

g. **Shared Losses.** The Parties agree that, for each applicable Downside Risk Year during the Term of this Agreement and pursuant to ACO's Shared Losses Policy: (i) Caravan, in its sole authority, shall obtain, on ACO's behalf, one or more repayment mechanisms acceptable to CMS (individually or collectively, as context requires, the "**Repayment Mechanism**"); (ii) ACO must maintain said Repayment Mechanism; (iii) the amount required for maintaining said Repayment Mechanism(s) may vary, as and to the extent required by the MSSP Regulations; (iv) Participant will make any applicable payment under the Shared Losses Policy; and (v) if Participant fails to timely make payment under the Shared Losses Policy, ACO may terminate Participant's

participation in the ACO's accountable care organization. Participant hereby expressly authorizes ACO's submission of all necessary paperwork and filings with CMS to effectuate the foregoing.

2. **ACO Policies.** Participant agrees to comply, and cause its Care Providers to comply, with all policies adopted by the ACO, including, without limitation, the Compliance Policy, the Shared Savings Policy and the Shared Losses Policy (all policies adopted by the ACO, the "**ACO Policies**"). Participant acknowledges its receipt of initial versions before executing this Agreement, and understands the ACO Policies may be modified or amended by the ACO Board of Managers from time to time. Participant agrees that, notwithstanding future modification by the Board of Managers, these initial versions reflect Participant's obligations to the extent such obligations are required for ACO to assess Participant's ability to join ACO and/or participate in the MSSP before submitting Participant's application to CMS. Participant agrees that ACO's Policies concerning financial distributions including, Shared Savings and Shared Losses Policies, govern all calculations of Shared Savings or Shared Losses, respectively, and such calculations: (i) will occur in the Tail Period; (ii) are based solely on the Performance Year for which the Earned Payment was received or Shared Losses incurred; (iii) are based on attribution data for said Performance Year; and (iv) ACO's obligation to make or receive any payment under this Agreement, and pursuant to applicable ACO Policies, is strictly contingent upon its receipt from CMS of the applicable Earned Payments. Participant acknowledges and agrees that ACO may request Advance Investment Payments ("**Advance Investment Payments**") from the Medicare program, as outlined in 42 C.F.R. § 425.630. Advance Investment Payments may be recouped and recovered by CMS from any Shared Savings the ACO earns, as further detailed in the ACO's Shared Savings and Shared Losses Policies, if applicable.

3. **Exclusivity.** Participant shall provide ACO with a complete and accurate list of all of the Medicare initiatives or programs in which it participates that involve shared savings payments, including under the same or a different name. If Participant provides Primary Care Services under its Taxpayer Identification Number ("**TIN**"), each as defined in 42 C.F.R. § 425.20, Participant agrees that it will not participate through its TIN under which it participates in ACO in any other MSSP accountable care organization or in any other Medicare initiative that involves shared savings payments during the Term.

4. **Prior Participation.** Participant acknowledges and agrees that CMS may determine Participant to be ineligible as an ACO participant due to its participation in a CMS Risk Initiative. Participant will provide ACO information regarding its prior participation in the MSSP or in any CMS Risk Initiative, including the cause of any prior termination from the MSSP and the safeguards Participant has put in place to enable Participant to participate in the MSSP for the full term of the MSSP Agreement. Participant acknowledges that CMS' acceptance of such safeguards is a condition precedent to this Agreement.

5. **Relationship to Caravan.** ACO will, at all times, be managed by Caravan, the sole member and management services provider of the ACO. Services provided to Participant may be subject to the terms of agreement(s) among any combination of the Principal, Participant, Caravan, and/or its indirect parent company, Signify Health, LLC, and/or one or more of Caravan or Signify Health, LLC's affiliates or contracted independent physician-owned provider groups (each of Signify Health, LLC, or any affiliate thereof, or any of their contracted independent physician-owned provider group, as applicable, a "**Caravan Affiliate**"; collectively "**Caravan Affiliates**"). Participant shall not enter into an agreement with a vendor whose services may be substantially the same or similar services provided by Caravan or Caravan Affiliates to Participant or ACO.

6. **Term.** This Agreement is effective as of January 1, 2024 ("**Effective Date**"), and will continue thereafter until the Tail Period Closing Date following the Performance Year ending December 31, 2028 (the "**Term**"). If an acceleration under Section 1(d) results in a move to Basic's second agreement period or any move to Enhanced, this Agreement shall automatically renew for a new five (5) year term beginning January 1 of the year ACO participates in its new Level or Track. Participant's obligations under ACO's then-current Shared Savings and Shared Losses Policies shall survive the expiration or termination of this Agreement.

7. **Termination; Grounds.** Subject to the terms of the ACO's operating agreement then in effect, termination of this Agreement may be conditioned upon the approval of the Board of Managers of the ACO and/or the sole member of the ACO.

- a. ***Automatically and Immediately.*** This Agreement shall automatically and immediately terminate if CMS determines Participant to be ineligible as an ACO participant under the MSSP.
- b. ***Mutual.*** The Parties may terminate this Agreement via a written and mutually executed termination agreement that is:
- i. contingent on Participant's compliance with then-current ACO Policies; and
 - ii. strictly contingent upon Participant's agreement to be responsible for any damages incurred by ACO, the ACO participants, and all ACO Care Providers, should Participant fail to satisfy any payment and/or performance obligations that survive termination, including, but not limited to, repayment to CMS of Participant's share of any Shared Losses (under the Shared Losses Policy) and completion of all quality reporting requirements under Exhibit C, Sections 2(b) and 5(c).
- c. ***Participant.*** Participant may voluntarily terminate this Agreement on or before July 1st of a Performance Year, which termination will be effective as of December 31 of that year. If Participant delivers notice of termination after July 1st, such termination will be effective as of December 31 of the following calendar year (as applicable, the "***Termination Effective Date***").
- d. ***ACO with Cure Period.*** With written notice, subject to a ninety (90) day cure period, ACO, in its sole discretion, may terminate this Agreement if Participant fails to:
- i. meet the performance standards as established by the ACO Board of Managers;
 - ii. comply with the requirements of ACO's quality assurance and improvement programs or evidence-based clinical guidelines;
 - iii. comply, or cause its Care Providers to comply, with the terms of this Agreement, the MSSP Agreement, and/or ACO's then-current ACO Policies;
 - iv. comply with an Order Form or any agreement between Participant and Caravan, or any other agreement between Participant and any Caravan Affiliate;
 - v. pay all amounts owed to Caravan or any Caravan Affiliate for MSSP-related services, in accordance with the payment provisions set forth in the Order Form between Participant's applicable Principal and Caravan or any other applicable agreement between Participant and Caravan or any Caravan Affiliate; or
 - vi. reasonably comply with and implement the material elements of Caravan's program at Caravan's sole discretion.
- e. ***ACO Immediate Termination.*** ACO, in its sole discretion, may immediately terminate this Agreement with notice, if:
- i. Participant, its Care Providers, or an officer, director, shareholder, or controlling employee of either, has been debarred, excluded, or ruled ineligible for participation in Medicare, Medicaid, or any other federal or state health care program, at any administrative level and, to the extent applicable and possible, Participant has not immediately terminated its relationship with such Care Provider, officer, director, shareholder, or controlling employee;
 - ii. Participant or its Care Providers fail to fully comply with the MSSP Regulations or the MSSP Agreement. Notwithstanding the foregoing, if the MSSP Regulations allow a cure period, ACO shall afford Participant (or such Care Provider) up to a thirty (30) day cure period (subject to extension at ACO's sole discretion, to the extent permitted by the MSSP Regulations) to remediate its failure;
 - iii. Participant, its Care Providers, or any of their owners, directors, officers, employees, or independent contractors, have been indicted for or convicted of (or entered a guilty plea or a plea of nolo contendere with respect to) a felony, or any crime of moral turpitude, dishonesty, or false statement, or fraud, notwithstanding any right of appeal of said conviction;

iv. Participant or its Principal fails to make any payment required under the Shared Losses Policy;

v. ACO reasonably determines that Participant's performance is likely to lead to ACO incurring Shared Losses for a Performance Year or to adversely affect ACO's quality score or performance under the APM Performance Pathway;

vi. ACO dissolves pursuant to the terms of its operating agreement then in effect; or

vii. ACO's MSSP Agreement is involuntarily terminated by CMS or voluntarily terminated by ACO, provided that ACO shall provide at least sixty (60) days' notice to Participant prior to the effective date of any voluntary termination and provided that ACO and Participant comply with any required close-out procedures. As it relates to close-out procedures, this provision shall survive the termination of this Agreement.

8. ***HIPAA Compliance.***

a. Participant, its employees, agents, and Care Providers shall comply with all applicable federal and state laws governing privacy and security of patient health information, including the Health Insurance Portability and Accountability Act of 1996, the privacy and security rules promulgated thereunder, and the Health Information Technology for Economic and Clinical Health ("***HITECH***") Act, as they may be amended from time to time, and the regulations promulgated thereunder (hereinafter collectively referred to as "***HIPAA***").

b. ACO is a "***business associate***" (as defined in HIPAA) of Participant under this Agreement. By executing this Agreement, Participant and ACO also enter into the Business Associate Agreement ("***BAA***") attached as Exhibit B. ACO may use and disclose "***Protected Health Information***" consistent with the terms of the BAA, for purposes of health care operations (as defined in HIPAA) and other purposes permitted under HIPAA and applicable state law.

c. ACO participants (including Participant) and all Care Providers are designated as an Organized Health Care Arrangement ("***OHCA***"), as defined at 45 C.F.R. § 160.103, for purposes of conducting quality assessment and improvement activities, conducting utilization review, and performing other clinically integrated network activities. Participant agrees that: (i) ACO may identify Participant as a participant in this OHCA; and (ii) Participant shall conduct its activities as a member of this OHCA. Notwithstanding the foregoing, Participant acknowledges and agrees that this OHCA is created as a data sharing arrangement, and that Participant and all ACO participants and ACO Care Providers are solely responsible for, and each shall retain sole liability in connection with, their own compliance with the requirements of HIPAA.

9. ***Representations; Warranties; Covenants.*** Participant represents, warrants, and covenants as follows:

a. if Participant is an entity, it is duly organized, and validly existing under applicable state law, and it, on its behalf and on behalf of its Care Providers, has the requisite power and authority to enter into this Agreement, has taken all corporate actions necessary to enter into this Agreement, and its signatory to this Agreement has legal authority, on behalf of Participant, to sign the Agreement (thus binding Participant hereto);

b. Participant has provided each of its Care Providers with a copy of this Agreement (including all exhibits) and either: (i) has the legal authority to execute this Agreement on behalf of all such Care Providers as if each Care Provider had executed this Agreement individually; or (ii) will cause its Care Providers to agree to the terms of this Agreement, in accordance with 42 C.F.R. §§ 425.210 and 425.116;

c. Participant shall, and shall cause its Care Providers to, actively and meaningfully participate in all process, efforts, and requirements of ACO related to the MSSP and the MSSP Agreement, including the design, development, implementation, and evaluation of ACO's processes to promote evidence-based medicine, quality assurance and improvement, patient engagement, internal reporting of quality and cost metrics, and coordination of patient care;

d. ACO has provided copies of initial versions of ACO Policies;

e. neither Participant nor its employees, agents, and subcontractors are: (A) excluded from participation in any federal health care program; or (B) debarred, suspended, or otherwise excluded from participating in any federal or state procurement or non-procurement program or activity (either A or B, an “**Exclusion**”); and to the best of its knowledge, there are no pending investigations or threatened investigations that may lead to an Exclusion (“**Investigation**”), and it will notify ACO within 5 days of learning about an Exclusion or any Investigation.

f. all information submitted to ACO by Participant is true, correct, and accurate in all respects as of the date of this Agreement, including without limitation, information regarding its prior participation in the MSSP or in any CMS Risk Initiative; and

g. the representations and warranties set forth in this Agreement shall remain true and correct throughout the term of this Agreement. In the event any of the representations and warranties contained herein cease to be true or accurate in all respects, Participant shall immediately provide written notice of any such inaccuracy to the ACO.

10. **Records Retention and Access.** Participant shall maintain such books, contracts, records, documents, data and other evidence related to this Agreement and its participation in the MSSP for a period of ten (10) years from the date of expiration or termination of the MSSP Agreement or of completion of any related audit, evaluation or inspection, whichever is later, unless (i) CMS determines records must be retained for a longer period or (ii) there has been a termination, dispute or allegation of fraud or similar action against the ACO or Participant, in which case, records must be retained for an additional six (6) years from the date of any resulting final resolution of the termination, dispute, or allegation of fraud or similar action. Participant and its Care Providers shall permit ACO, CMS, the U.S. Department of Health and Human Services, the Comptroller General, the federal government, or their designees to audit, inspect, investigate, and evaluate any books, contracts, records, documents, data, physical premises, facilities, equipment, or other evidence of Participant, its Care Providers and of other individuals and entities performing functions related to ACO activities that pertain to: (A) ACO’s or Participant’s compliance with the MSSP Regulations; (B) the quality of services performed and any determination of the amount due to or from CMS under the MSSP Agreement; (C) if applicable, the ability of ACO to bear risk of potential losses and to repay any amounts due CMS, and (D) the ACO’s operation of a beneficiary incentive program. Participant and Care Providers shall permit physical access as necessary to comply with this section. For verification purposes, Participant authorizes ACO to disclose to all other ACO participants all information reasonably necessary to verify all calculations related to the Repayment Mechanism, ACO’s Shared Losses Policy, Shared Savings, and/or Shared Losses, including, but, without limitation, all formulas and underlying data.

11. **Patient Communications.** As necessary to carry out Caravan’s obligations under the Program Agreements, or for any other outreach approved by Participant to Participant’s patients, Participant agrees that Caravan and/or any Caravan Affiliate may communicate in any permissible form (e.g., call, text, email, etc.) to such patients for purposes and coordination of their healthcare and such communications may be conducted by medical professionals (e.g., doctors, nurses, etc.), non-medical professionals (e.g., patient engagement coordinators, schedulers, etc.), by analog or technological/electronic means, or a combination thereof, as applicable depending on Caravan or the Caravan Affiliate conducting outreach and the objective(s) of the communication, so long as the communication complies with applicable law (each, a “**Patient Communication**” and collectively, “**Patient Communications**”). For subcontractors other than Caravan Affiliates, Caravan will seek Participant’s consent(s), as applicable, for each subcontractor, which Participant will not unreasonably withhold.

a. **Use of Patient Contact Information.** Participant represents and warrants that any patient contact information provided directly by Participant to Caravan and/or a Caravan Affiliate – whether by or through electronic medical record or other direct method provided by the patient to Participant -- as the means to perform a Patient Communication, in accordance with applicable law. Participant further acknowledges that Caravan and/or any Caravan Affiliate may obtain additional contact information from a data enrichment vendor, including updated telephone numbers and email addresses (“**Additional Contact Information**”). Additional Contact Information may only be used in compliance with applicable law.

b. **Telephone communications.** Participant acknowledges and agrees that Caravan and/or the Caravan Affiliates are permitted to (i) make telephone calls and send text messages, as applicable, to the

landline and cellular telephone numbers included in the patient's contact information, (ii) use an automatic telephone dialing system to place such calls and send such messages, and (iii) include a prerecorded message in such Patient Communications. In all cases of telephonic Patient Communications, Caravan and any Caravan Affiliate agree to abide by applicable federal and state laws, including those regulations issued by the Federal Communications Commission, regarding honoring opt-out requests, content, and volume. Notwithstanding anything to the contrary herein, the Parties hereto agree that it is the responsibility of Caravan and/or any Caravan Affiliate to ensure that any such Patient Communication complies with applicable law, including the healthcare treatment exception to the Telephone Consumer Protection Act 47 U.S.C. § 227 ("**TCPA**").

c. **Do Not Call Requests; Email Opt-Outs.** Participant shall immediately notify Caravan if any patient requests or otherwise expresses a preference to no longer receive Patient Communications from Participant, Caravan, or any Caravan Affiliate. Caravan, a Caravan Affiliate, or a subcontractor, as applicable, shall promptly notify Participant if any patient requests not to be called or texted, or otherwise expresses a preference to no longer receive Patient Communications from Participant.

12. Use of Participant's Name; Consent for Care Provider's Name. Participant agrees:

a. ACO may use Participant's name, and the name of its Care Providers and their specialties, addresses, telephone numbers, TINs, and NPIs in any submission to, or as requested by, CMS or as necessary to comply with the MSSP Regulations, including any public disclosures, filings, and/or websites maintained by ACO.

b. Caravan and/or any Caravan Affiliate may use Participant's and/or any Care Provider's name(s) as necessary to enable Caravan and/or any Caravan Affiliate to conduct Patient Communications or otherwise perform under the Program Agreements.

c. Participant hereby consents to the use of Participant's name on the outbound caller ID when telephonic Patient Communications are made by Caravan and/or a Caravan Affiliate, on Participant's behalf.

d. For subcontractors other than Caravan Affiliates, Caravan will seek Participant's consent for each subcontractor, which Participant will not unreasonably withhold.

13. Miscellaneous.

a. **Relationship to the MSSP and MSSP Agreement.** The provisions of this Agreement are subject to the terms of the MSSP Agreement and the MSSP Regulations. In the event of an apparent conflict between this Agreement, the MSSP Agreement, and/or the MSSP Regulations, the terms of the MSSP Regulations as interpreted by the MSSP Agreement shall control; provided, that the Parties shall work together in good faith to give the greatest possible effect to the terms of this Agreement.

b. **Authorized Actions.** Participant expressly authorizes ACO, by and through Caravan, to submit to CMS on its behalf the following: (i) all application information and materials reasonably necessary to join any CMS Risk Initiative, including the MSSP, (ii) to the extent applicable, and as contemplated herein, a withdrawal or termination notice as is reasonably necessary to end ACO's participation MSSP, (iii) quality reporting information and data, and (iv) any other information required under MSSP Regulations.

c. **Amendments.** This Agreement may be amended as follows:

i. at any time upon written agreement of the Parties; or

ii. at any time by the ACO, if the amendment is for purposes of complying with the MSSP Agreement or the MSSP Regulations.

d. **Notices.** 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 appropriate notice address set forth in the signature block of this Agreement (as updated by the applicable party via email or pursuant to this Section). 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 on which it was deposited with the U.S. Postal Service or other nationally recognized courier service for delivery via registered or certified mail, or (C) on the date shown on the signature confirmation of a nationally recognized overnight delivery service. In addition, Participant shall send a copy of any such notice by email to legal@signifyhealth.com.

e. **Governing Law; Venue.** This section is intentionally omitted.

f. **Sovereign Immunity and Claims Against the State.** Nothing herein shall be construed as a modification, compromise or waiver by the State of Connecticut of any rights or defenses of any immunities provided by federal or state law to the State or any of its agencies. To the extent this section conflicts with any other section, this section shall govern.

g. **Practice of Medicine.** **ACO IS NOT ENGAGED IN THE PRACTICE OF ANY PROFESSION REQUIRING A LICENSE UNDER STATE LAW, INCLUDING WITHOUT LIMITATION, MEDICINE OR SURGERY AND NOTHING IN THIS AGREEMENT OR ANY OTHER AGREEMENT SHALL BE CONSTRUED TO DESIGNATE ACO AS AN ENTITY ENGAGED IN SUCH ENDEAVORS, OR OTHERWISE BEING IN VIOLATION OF ANY LAW, RULE, REGULATION, STATUTE, OR COMMON LAW PROHIBITION AGAINST NON-PHYSICIANS OR OTHER NON-LICENSED PERSONS ENGAGING IN THE UNAUTHORIZED PRACTICE, MEDICINE, SURGERY OR ANY OTHER LICENSED PROFESSION.** Participant, its Care Providers, and the employees and independent contractors of either are solely responsible for the medical and surgical decisions and treatment of their patients.

h. **Digital Signatures.** The Parties agree that each may use a digital signature to execute this Agreement and any other document related to ACO's MSSP participation, as and to the extent permitted by law. Each Party shall use industry-accepted software to verify that any digital signatures represent the signers' consent to the terms of the Agreement and shall maintain all physical and/or electronic records necessary to verify each digital signature that they submitted to CMS and provide these records to CMS upon its request to demonstrate the accuracy and proper verification of any signature.

i. **Interpretation.** For purposes of this Agreement: (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not necessarily exclusive; (iii) the words "herein," "hereof," and "hereunder" refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa, unless context clearly requires otherwise; (v) words denoting any gender include all genders; and (vi) the section headings are for reference only and do not affect the interpretation of this Agreement. Unless the context otherwise requires, references in this Agreement: (vii) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; and (viii) to an agreement, instrument, regulation, or other document means such agreement, instrument, regulation, or other document as amended, supplemented, and modified from time to time to the extent permitted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Both parties acknowledge and agree that this Agreement will not be construed against either party by virtue of its having drafted any part(s) of this Agreement.

j. **Miscellaneous.** This Agreement may be executed in one or more counterparts, all of which together will constitute only one Agreement. Either Party's waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach or violation of this Agreement. ACO and Participant (including its Care Providers) are independent contractors, and neither Party shall be construed to be the agent of or in a joint venture with the other. Should any provision of this Agreement or the application thereof be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law (unless its continued validity and enforcement would defeat the purpose of this Agreement). Notwithstanding the foregoing, the Parties agree to modify this Agreement if either Party reasonably determines that such modification is required

in order to comply with any change in applicable law or regulation or an official interpretation thereof. The following provisions shall survive the expiration or termination of this Agreement: Exhibit A, Sections of 8(a), 9, 10, 13(a)-(b), 13(d)-(e), and 13(g)-(j); Exhibit B, Section 25; and Exhibit C, Sections 1(a)(ii)-(iv), 1(b), 2(b), 2(d), 5 and 6. ACO's then-current ACO Policies, as they relate to the provisions herein, shall also be deemed to survive so as to effectuate such provisions as necessary.

k. **Executive Orders.** The Parties shall comply with all laws, ordinances, rules regulations and orders (including but not limited to, State of Connecticut Executive Orders) of all governmental authorities having jurisdiction on the premises and are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it. Participant shall provide a copy of these Executive Orders to ACO upon request.

l. **Freedom of Information Act/Public Records.** This Agreement is discoverable under the Connecticut Freedom of Information Act ("FOIA") and will not be treated as Confidential Information. Information and documents related to this Agreement may also be subject to FOIA. If Conn. Gen. Stat. § 1-218 is applicable to this Agreement, or its designee is entitled to receive a copy of records and files related to Participant's performance, and such records and files are subject to and may be disclosed pursuant to FOIA.

m. **Non-Discrimination.** In the provision of services under this Agreement, both Parties shall comply with the State of Connecticut's non-discrimination policies as set forth in Connecticut General Statutes sections §§4a-60 and 4a-60a, as amended. Participant's Affirmative Action, Non-Discrimination and Equal Opportunity Policy is set forth in Policy 2002-44, which can be reviewed at <http://health.uconn.edu/policies/>. Both Parties will not knowingly do business with any person or entity that discriminates against members of any class protected under federal law or under sections 4a-60 or 4a-60a of the Connecticut General Statutes, and Participant agrees that it will not discriminate in violation of federal or Connecticut law, as more specifically cited in this section.

n. **Campaign Contributions.** For all State of Connecticut contracts as defined in Conn. Gen. Stat. § 9-612(g), the authorized signatory to this Agreement expressly acknowledges receipt of the Connecticut State Elections Enforcement Commission's "Notice to the Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," and will inform its principals of the contents of the Notice, which is incorporated herein by reference and may be accessed at: http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_11_notice_only.pdf

o. **Summary of State Ethics Laws.** Pursuant to the requirements of Connecticut General Statutes § 1-101qq, the summary of State of Connecticut ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statute § 1-81b is incorporated by reference into and made a part of these terms and conditions as if the summary were fully set forth herein.

Exhibit B
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is between the accountable care organization (“**Business Associate**”) and the entity (“**Covered Entity**”) each as identified in the signature block of this Agreement. The parties may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

A. This BAA is being entered into in order to comply with federal privacy and security standards promulgated under the Health Insurance Portability and Accountability Act of 1996, located at 45 C.F.R. parts 160, 162, and 164, Subpart C, as amended from time to time by the Health Information Technology for Economic and Clinical Health Act of 2009 (“**HITECH**”) and the Final Omnibus Rule (hereinafter collectively referred to as “**HIPAA**”).

B. Business Associate performs functions or activities on behalf of Covered Entity involving the creation, receipt, maintenance, or transmission of protected health information and electronic protected health information (“**PHI**”), including but not limited to, data aggregation, management, administrative, and/or financial services on behalf of Covered Entity;

C. Covered Entity may disclose PHI to Business Associate during the course of performance of the above functions or activities; and

D. The Parties acknowledge their respective obligations to protect the privacy and provide for the security of PHI in compliance with HIPAA.

NOW THEREFORE, for purposes of compliance with HIPAA, the Parties agree to the terms and conditions set forth in this BAA:

1. **Definitions.** Terms used, but not otherwise defined, in this BAA shall have the meaning given by 45 C.F.R. parts 160 and 164. If a term defined herein conflicts with the definition given in 45 C.F.R. parts 160 and 164, the regulatory definition shall prevail.

a. “**Designated Record Set**” means a group of records maintained by or for a covered entity.

b. “**Record**” means any item, collection, or grouping of information that includes PHI and is created, maintained, collected, used, or disseminated by or for a covered entity.

2. **Compliance with Applicable Law.** The Parties acknowledge and agree that each Party shall comply with its obligations under this BAA and with all related obligations under HIPAA and other applicable state and federal laws and regulations, as they exist at the time this BAA is executed and as they are amended or superseded, for so long as this BAA is in place.

3. **Business Associate use and disclosure of PHI.** Except as otherwise permitted by this BAA, Business Associate shall not use or disclose PHI unless necessary and appropriate to carry out the purposes specified in this BAA, the Agreement (*i.e.*, the “**Shared Savings Participation Agreement**” between the Parties), and for such other purposes as permitted by HIPAA and as required by law. Business Associate will ensure that its directors, officers, employees, subcontractors and agents abide by the restrictions, terms and conditions of this agreement.

4. **Management, Administration, and Legal Uses.** Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities if such use or disclosure is required by law. In these cases, prior to making any such disclosure, Business Associate shall obtain reasonable assurance from the person or entity to whom the PHI is disclosed that:

a. PHI will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity; and

b. the person or entity will notify Business Associate of any instances of which it is aware that confidentiality of the PHI has been breached.

5. **Aggregation.** Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services relating to the health care operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

6. **Disclosure to Third-Parties.** If Business Associate discloses PHI created, maintained, or transmitted by or on behalf of Covered Entity to a subcontractor, Business Associate will execute a written agreement with the subcontractor that prohibits the directors, officers, employees, subcontractors and agents of that subcontractor from:

a. using or disclosing PHI in any manner that is not permitted or required by the Agreement or this BAA, or required by law; and

b. using or disclosing such information in a manner that would violate HIPAA if used or disclosed by Covered Entity.

7. **Agreements with Third-Parties.** Business Associate shall enter into an agreement with any subcontractor that will create, receive, maintain or transmit PHI on behalf of the Business Associate in connection with the services Business Associate provides to or on behalf of Covered Entity. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI, including, without limitation, the breach notification requirements set forth in 45 C.F.R. § 164.410.

8. **Minimum Necessary.** All uses and disclosures of and requests by Business Associate for PHI are subject to the minimum necessary rule of HIPAA as specified in 45 C.F.R. §164.514(d), as applicable.

9. **De-identified Information.** Business Associate may use and disclose de-identified health information if the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).

10. **Covered Entity use and disclosure of PHI.** In connection with the services provided by Business Associate to or on behalf of Covered Entity described this agreement, Covered Entity may disclose PHI to Business Associate for the purposes contemplated by the Agreement or this BAA.

11. **Required Safeguards to Protect PHI.** Business Associate agrees that it will implement and maintain appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of the Agreement or this BAA. To the extent that Business Associate accesses, creates, receives, maintains or transmits PHI in performance of its duties on behalf of Covered Entity, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI, as required by 45 C.F.R. §§ 164.302-164.414. Business Associate shall also ensure that any subcontractor agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Business Associate.

12. **Reporting to Covered Entity.** Business Associate shall report to Covered Entity any use or disclosure of PHI not expressly permitted or required by the Agreement, this BAA or required by law, including security incidents and breaches of unsecured PHI, without undue delay and not longer than thirty (30) days, in accordance with the breach notification rule at 45 C.F.R. § 164.410. Notification shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by Business Association to have been, accessed, acquired, used, or disclosed during the breach, and any other information that is readily available to Business Associate, which Covered Entity requires to include in the notification to the individual under 45 C.F.R. 164.404(c). If not all of the information is available within such thirty (30) day period, Business Associate will provide the information that is available and continue diligent investigation and provide supplemental information as soon as reasonably practical and in no event later than sixty (60) days after becoming aware of the improper use, disclosure or Security Incident. Where Business Associate is responsible for the improper use or disclosure, Business Associate shall cooperate with Covered Entity's investigation, analysis,

notification and mitigation activities, and shall be responsible for all costs, damages, fees, penalties and related mitigation efforts for those activities.

13. **Documentation of Security Incidents.** Business Associate agrees to document all Security Incidents and their outcomes.

14. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of HIPAA or this BAA, including, but not limited to, compliance with any state law or contractual data breach requirements.

15. **Rights of Individuals Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to the following:

a. **Access to Information.** Business Associate shall timely make PHI requested by an individual available to Covered Entity (for so long as such information is maintained in the Designated Record Set), as required by 45 C.F.R. § 164.524. Covered Entity must respond to these requests within sixty (60) days when information is not accessible to the Covered Entity on-site, so Business Associate will make reasonable efforts to assist Covered Entity in meeting this deadline. In the event any individual requests access to PHI directly from Business Associate, the Business Associate shall, within two (2) business days, forward such request to Covered Entity. If Covered Entity maintains the Designated Record Set, Covered Entity, rather than Business Associate, shall permit access according to its policies and procedures.

b. **Availability of PHI for Amendment.** Within ten (10) days of receipt of a request from Covered Entity for amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate such amendments in the PHI if amendment is appropriate according to 45 C.F.R. § 164.526. In the event an individual makes a request for an amendment directly to Business Associate, such request shall be forwarded to Covered Entity within two (2) business days.

c. **Accounting of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would allow Covered Entity to respond to an individual's request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide Covered Entity with the following information within sixty (60) days of request by Covered Entity, for each disclosure that occurred during the shorter of the six years prior to the date of the request or the time period specified in the individual's request:

- i. the date of the disclosure;
- ii. the name of the entity or person who received the PHI, and if known, the address of such entity or person;
- iii. a brief description of the PHI disclosed; and
- iv. a brief statement of the purpose of such disclosure that includes an explanation of the basis for such disclosure or a written request for disclosure, if applicable. In the event the request for an accounting is delivered directly to Business Associate, such request shall be forwarded to the Covered Entity within two (2) business days.

16. **Other Obligations.** To the extent that Business Associate is responsible under the Agreement for performing Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(H).

17. **Qualified Service Organization.** Business Associate acknowledges that it may be a Qualified Service Organization ("**QSO**"), as defined in 42 CFR § 2.11, with regard to the services provided to Covered Entity. Disclosures by Covered Entity to a QSO that describe any personally identifiable alcohol or drug abuse diagnosis, treatment, or referral for treatment don't require written consent. However, Business Associate acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with these alcohol and drug abuse

patient records, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records (found at 42 C.F.R. Part 2) (“**Confidentiality Regulations**”). Under these regulations, certain PHI may not be disclosed or re-disclosed without the patient’s written consent, even though such disclosure or re-disclosure might be permitted by HIPAA or other laws. Business Associate will also resist in judicial proceedings any efforts to obtain applicable PHI except as permitted by the Confidentiality Regulations.

18. **Availability of Books and Records.** Business Associate agrees to make its internal practices, policies, procedures, books, and records relating to the use and disclosure of PHI, including those received from or on behalf of Covered Entity, available to the Secretary according to 45 C.F.R. 160.310(c), for purposes of determining compliance with HIPAA.

19. **Term.** The Term of this BAA shall be effective as of the Effective Date and shall terminate upon termination of the Agreement or on the date Covered Entity terminates for cause as authorized below, whichever is sooner.

20. **Breach of Contract by Business Associate; Termination.**

a. In addition to any other rights Covered Entity may have under the Agreement, this BAA, or by operation of law or in equity, and notwithstanding any provisions in the Agreement, Covered Entity may:

i. immediately terminate the Agreement and this BAA if Covered Entity is aware of a pattern of activity or practice of the Business Associate in violation of HIPAA or this BAA or if Covered Entity determines that Business Associate has violated a material term of this BAA; or

ii. at Covered Entity’s option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity.

b. Covered Entity’s option to permit Business Associate to cure a breach of this Agreement shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this BAA or by operation of law or in equity.

21. **Effect of Termination.**

a. Upon the termination of the Agreement or this BAA for any reason, Business Associate shall, at the request of Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, including copies of PHI.

b. Business Associate will contractually obligate and enforce the destruction of PHI created, received, or maintained by subcontractors.

c. In the event that Business Associate reasonably determines that destroying the PHI is not feasible, Business Associate shall extend the protections required by HIPAA and this BAA, including continuing to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to PHI to prevent use or disclosure of the protected health information and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

22. **Indemnification.** Each party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives and agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. This BAA shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.

23. **Changes in the Law.** Upon prior written notice to the other party, either party may amend either the Agreement or this BAA, as appropriate, to the extent necessary to conform to any new or revised legislation, rules and regulations to which either party is subject now or in the future including, without limitation, HIPAA.

24. ***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 two (2) 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.

25. ***Miscellaneous.*** This BAA is not intended to create an agency or joint venture arrangement between the Parties. The terms of this BAA are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Covered Entity. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI accessed, created, maintained, or transmitted by Business Associate pursuant to the terms of the Agreement or this BAA. If there is any direct conflict between the Agreement and this BAA, the terms and conditions of this BAA shall control. The obligations of Business Associate under shall survive the termination of this BAA.

Exhibit C
REGULATORY REQUIREMENTS

As a condition of participating in the MSSP, ACO and Participant must agree to comply with the following provisions designed to satisfy express regulatory requirements established by CMS at 42 C.F.R. § 425 *et seq* and the MSSP Agreement.

1. ***ACO Participation.***

a. Participant hereby agrees to, and agrees to ensure that each Care Provider billing through Participant's TIN agrees to:

- i. participate in the MSSP;
- ii. abide by the terms and conditions of this Agreement, as amended;
- iii. abide by the terms and conditions of the MSSP Agreement, as amended; and
- iv. comply with the requirements of the MSSP (42 C.F.R. Part 425) and all other applicable laws, regulations, and rules, as each may be amended, including, but not limited to, the following:

A. Federal criminal law;

B. the False Claims Act (31 U.S.C. § 3729, *et seq.*);

C. the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and all applicable state anti-kickback laws and regulations;

D. the civil monetary penalties law (42 U.S.C. § 1320a-7a); and

E. the physician self-referral "Stark" law (42 U.S.C. § 1395nn) and all applicable state anti-referral laws and regulations.

b. Participant shall supply complete and accurate data to ACO at ACO's request for the purposes of quality reporting.

c. Participant shall use CEHRT certified to the 2015 Edition by the HHS Office of the National Coordinator, and future editions of CEHRT as and to the extent required by CMS during the term of this Agreement, or shall obtain (and maintain, as necessary) an applicable hardship exemption and provide such exemption to ACO no later than sixty (60) days prior to December 31 of any performance year.

2. ***Obligations; Rights.*** Participant and its Care Providers shall, with respect to services provided to fee-for-service Medicare beneficiaries, comply with the following:

a. Participant and its Care Providers shall notify beneficiaries at the point of care that: (i) Participant is participating in the MSSP; (ii), the beneficiary has the ability to voluntarily align with the ACO (and the process for identifying or changing identification of the individual designated for purposes of voluntary alignment); (iii) the beneficiary has the opportunity to decline claims data sharing; and (iv) if applicable, information about any beneficiary incentive program offered by the ACO. These notifications must be carried out through all of the following methods: (A) by an ACO participant posting signs in its facilities and, in settings in which beneficiaries receive primary care services, making standardized written notices available upon request; and (B) during each performance year, by ACO or an ACO participant providing each beneficiary with a standardized written notice prior to or at the first primary care visit of the performance year in the form and manner specified by CMS. Following the initial notice, Participant and its Care Providers must provide a verbal or written follow-up communication to the beneficiary no later than the earlier of the beneficiary's next primary care service visit or 180 days from the date the standardized written notice was provided.

b. Participant agrees to submit or cause to be submitted all data and information, including data on all measures required by CMS under 42 C.F.R. § 425.500 *et seq.* in a form and manner specified by CMS. Such

data shall be submitted with a certification from an individual with authority to bind Participant and each individual or entity submitting such data or information, as to the accuracy, completeness, and truthfulness of the data and information, to the best of the information and belief of the certifying individual. Participant agrees to participate in all quality reporting requirements, to report all required data in a timely and accurate manner, and to cooperate fully with all quality reporting requirements, including doing so in a manner specified by CMS. Additionally, Participant shall, within seven (7) days of ACO's request, also provide screenshots from requested patient medical records documenting all quality submissions and the underlying patient data and/or comply with other CMS requests in the event of an audit.

c. Participant shall provide an accurate and complete list of its Care Providers to ACO, including the corresponding National Provider Identifier ("**NPI**") for each, immediately upon execution of this Agreement. Participant shall provide an updated version of that list to ACO:

- i. at least thirty (30) days prior to the start of each Performance Year of the MSSP Agreement; and
- ii. within thirty (30) days of the date Participant received ACO's request.

Participant shall update its enrollment information, including any additions and/or deletions of Care Providers, on a timely basis in accordance with MSSP Regulations, and shall notify ACO of such a change within fifteen (15) days of the date it occurred. All updates shall include the NPI for each Care Provider being added or deleted. Should Participant's TIN or CMS Certification Number ("**CCN**") be cancelled or change, Participant shall notify ACO within fifteen (15) days of the date Participant first learned of the cancellation or change.

d. As and when requested by ACO (or Caravan, if ACO has been dissolved), Participant and its Care Providers must complete an acknowledgement of this Agreement and furnish information to the ACO or its designee to demonstrate its compliance with this Agreement.

3. **Care Provider Agreements.** Participant shall make all necessary amendments to existing agreements, and ensure all future agreements, with any Care Providers and any individual or entity performing functions or services related to Participant's activities under the MSSP and this Agreement to ensure compliance with the applicable requirements and conditions of the MSSP Regulations and this Agreement.

4. **Remedial Action.** ACO shall take remedial action against Participant, and Participant shall take remedial action against its Care Providers, including the imposition of a corrective action plan, the denial of shared savings or incentive payments, and/or the termination of Participant's or its Care Providers' participation in the ACO, to address non-compliance with the requirements of the MSSP and other program integrity issues, including those identified by CMS.

5. **Effect of Termination.** Upon the expiration or termination of this Agreement:

a. Participant shall complete (and shall require its Care Providers to complete) a close-out process that includes the provisioning of all data necessary to complete the annual assessment of ACO's quality of care and addresses all other relevant matters, including data sharing, record retention, continuity of care with respect to Medicare beneficiaries, and compliance with the terms of MSSP Regulations and the MSSP Agreement.

b. Participant and its Care Providers shall not be relieved of any obligations to Medicare beneficiaries assigned to the ACO then receiving treatment, and Participant shall cooperate with ACO, other ACO participants, and Care Providers in continuing efforts to coordinate the care of such beneficiaries, consistent with beneficiary choice and the professional judgment of the physician(s) providing care to the beneficiary.

c. To the extent Participant fails to participate in the MSSP for the entire Performance Year, Participant acknowledges and agrees that Participant and its Care Providers shall not be entitled to Shared Savings earned by ACO (under the MSSP Agreement) during said Performance Year.

d. To the extent applicable, the expiration or termination of this Agreement shall not impact a Party's liability for Shared Losses.

e. ACO shall refund Participant's portion of the repayment mechanism as set forth in ACO's Shared Losses Policy. ACO's refund will be paid to Participant's Principal no earlier than the Tail Period Close Date. Participant acknowledges and agrees that, regardless of the date on which the Agreement expires or terminates, Participant shall not receive any refund of all or any portion of any payment under the Shared Losses Policy until the Tail Period Close Date.

f. THE OBLIGATION TO PROVIDE ACCURATE AND COMPLETE QUALITY AND MIPS (MERIT-BASED INCENTIVE PAYMENT SYSTEM) DATA AND REPORTING AND INFORMATION UPON ACO REQUEST SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT (SO LONG AS ACO HAS A REPORTING OR CLOSE-OUT OBLIGATION UNDER THE MSSP AGREEMENT OR MSSP). A FAILURE TO COMPLY WITH THIS OBLIGATION MAY RESULT IN SIGNIFICANT ADVERSE FINANCIAL CONSEQUENCES FOR ACO, ITS ACO PARTICIPANTS, AND ITS CARE PROVIDERS, INCLUDING, BUT, NOT LIMITED TO A LOSS (EITHER ENTIRELY OR IN PART) OF ANY SHARED SAVINGS THOSE PARTIES HAD OTHERWISE EARNED FOR THE APPLICABLE PERFORMANCE YEAR. ALL REQUESTED DATA AND INFORMATION SHALL BE PROVIDED TO ACO WITHIN THIRTY (30) DAYS OF THE DATE FIRST REQUESTED BY ACO AND WILL BE USED TO REMIT REQUIRED QUALITY REPORTING MEASURES AND METRICS TO CMS.

6. **Damages.** Should Participant fail to provide accurate, complete, and timely quality reporting data to ACO, upon its request, including, but, not limited to, any requested screenshots and other supporting documentation for all quality submissions and underlying patient data, and/or comply with any other CMS request associated with a quality reporting validation audit, then, to the extent those failures cause or result in (a) the loss of an Earned Payment from CMS (in whole or in part) or (b) Shared Losses, Participant shall be liable and responsible to ACO the amount of all such losses or Shared Losses.