A2569 DOCTORS ACO

ACO PARTICIPANT AND PROVIDER/SUPPLIER AGREEMENT

This ACO Participant And Provider/Supplier Agreement (the "Agreement") is effective as of January 1, 2018, between Doctors ACO, LLC, a Georgia limited liability company (the "Company"), and the ACO Participant (as that term is defined in under the rules of the Medicare Shared Savings Program – the "MSSP Program" – see 42 CFR 425.20) who has executed this document and who thereby binds itself to this Agreement by means of the execution of a Participant Signature Page attached hereto and incorporated herein by reference, together with each ACO Provider/Supplier (as that term is defined under the MSSP Program - see 42 CFR 425.20) associated with each ACO Participant who bills for items and services furnished to Medicare fee-for-service beneficiaries assigned to the ACO Participant under the Medicare billing number ("Beneficiaries") assigned to the Tax Identification Number ("TIN") of the ACO Participant. Each ACO Provider/Supplier associated with the ACO Participant agrees to bind himself/herself/themselves to this Agreement by means of the execution of a Provider/Supplier Signature Page attached hereto and incorporated herein by reference.

RECITALS

A. The Company is a Medicare certified accountable care organization ("ACO") under the MSSP Program, effective January 1, 2015, and is in the process of completing an application for an additional 3-year renewal period effective January 1, 2018. In order to participate in MSSP and receive payment under Title XVIII of the Social Security Act as an ACO, the Company must agree to comply with the provisions of Section 1899 of the Social Security Act, Title 42 CFR Part 425, and all other applicable provisions of laws, rules and regulation.

B. As an ACO, the Company will, through its ACO Participants and the ACO Providers/Suppliers, provide medical services to certain Medicare beneficiaries ("Beneficiaries") who are assigned by CMS to the Company pursuant to the MSSP Program rules.

C. On March 16, 2012, CMS issued a document entitled "Additional Guidance for Medicare Shared Savings Program Accountable Care Organization (ACO) Applicants." That document (the "Guidance") requires the Company to secure signed agreements with its ACO Participants, in addition to the ACO Providers/Suppliers, before the ACO Application is submitted by the Company. The Guidance also requires that a sample agreement for use with the ACO Participants be submitted to CMS along with the ACO Application of the Company.

D. This Agreement has been prepared in order to have the Company comply with the CMS requirements set forth in the Guidance and in accordance with the MSSP Program rules. The Company shall require that each ACO Participant and each ACO Provider/Supplier, prior to the filing of the Company's ACO application, execute the Participant Signature Page or the ACO Provider/Supplier Signature Page, as applicable, and to otherwise bind themselves to compliance with all ACO rules, regulations and laws.

TERMS OF
ACO PARTICIPANT AND PROVIDER/SUPPLIER AGREEMENT

1. Compliance With Program Requirements. Each ACO Participant agrees to participate in and comply with the requirements of the MSSP Program pursuant to 42 CFR Part 425. The Company and each ACO Participant shall ensure that (i) it and all of the ACO Providers/Suppliers that bill through the TIN of the ACO Participant have agreed to comply with the requirements of the MSSP Program under 42 CFR Part 425, including, but not limited to, those specified in the participation agreement with CMS, and (ii) it and each ACO Provider/Supplier associated with the ACO Participant shall document such compliance by means of executed Signature Pages attached hereto and incorporated herein by reference. For Participant Agreements, the only parties to this Agreement are the ACO and the ACO Participant. For Provider/Supplier Agreements, the only parties to this Agreement are the ACO and the Provider/Supplier. In each case, this Agreement has been signed on behalf of the ACO, and on behalf of the ACO Participant or the ACO Provider/Supplier as the case may be, by individuals authorized to bind those entities.

2. Triple Aim Of CMS. The ACO Participant understands that, through itself and its ACO Providers/Suppliers, it has the obligation to care medically for the population of Beneficiaries assigned by CMS pursuant to the MSSP, with the goal being the triple aim of better health care for the individual Beneficiaries, better health for the population of Beneficiaries, and lower per capita cost for such care under Part A and Part B of the Medicare Program.

3. Quality Assurance And Evidenced Based Medicine. The ACO Participants and the ACO Providers/Suppliers who execute this Agreement understand and acknowledge that the opportunity for them to receive shared savings and other financial benefits available to the ACO under the MSSP Program is conditioned in part on their ability to adhere to the quality assurance and improvement program and evidence-based/clinical guidelines established by the ACO. Those factors are used as part of the methodology by which the ACO determines to whom to distribute shared savings as well as the amount of such shared savings to be provided to each such individual or entity. The ACO Participant and all ACO Providers/Suppliers billing through the TIN of the ACO Participant, agree to work with the ACO to meet the quality reporting standards of the Merit Based Incentive Payment System ("MIPS") under the Quality Payment Program ("QPP"). Complete and accurate reporting of quality each reporting period by the ACO will qualify ACO Participants with QPP eligible professionals to earn a quality based payment, to avoid certain elements of the QPP payment adjustments, and to satisfy the requirements of some other Medicare quality reporting initiatives. The ACO's failure to completely and accurately report quality data will have consequences, including the inability to receive shared savings and the application of the QPP payment adjustment, which will affect Medicare payment amounts for eligible professionals billing through the TIN of the ACO Participant. See also Exhibit B to this Agreement - Financial Standards.

4. Network Participation Standards/Financial Standards. This Agreement describes the ACO Participant's rights and obligations in the ACO, and its representation by the ACO, including how the opportunity to share in savings or other financial arrangements will encourage the ACO Participants and the ACO Providers/Suppliers to adhere to the quality assurance and improvement program and evidence-based clinical guidelines evinced by the MSSP Program. Such rights and obligations, and the standards that apply to the opportunity to participate in shared savings, are set forth in the Network Participation Standards and the Financial Standards attached hereto and incorporated herein by referenced as Exhibits A and B, respectively.

5. Remedial Action and Termination. The Company will have the authority to take remedial action including the following against the ACO Participant and ACO Provider/Supplier to address non-

compliance with this Agreement or the requirements of the MSSP and other program integrity issues, including, without limitation, the following, as identified by CMS:
(i) Imposition of a corrective action plan;
(ii) If applicable, denial of distribution of incentive payments distributed by ACO Participant and ACO Provider from Shared Savings received by Company from CMS pursuant to Company's performance in an MSSP performance year;
(iii) If applicable, denial of Collaborator/Affiliate Compensation (defined in Section 4.2 of the Standards); and
(iii) Termination of this Agreement.

6. Agreement. Consistent with MSSP Program requirements, a form of this Agreement along with signed versions shall be filed with the ACO Application being submitted by the Company with CMS.

7. Network Referrals. Nothing in this Agreement or any other agreement to be executed by an ACO Participant or an ACO Provider/Supplier will require, or is to be interpreted as requiring, that Beneficiaries be referred to ACO Participants or ACO Providers/Suppliers, or to any other provider or supplier, except under the specific and limited circumstances expressly permitted under 42 CFR 425.304(c)(2).

8. Term. This Agreement will commence on the Effective Date, for a term of at least one MSSP performance year and, unless terminated earlier pursuant to the terms of this Agreement, will continue for as long as Company is (a) an active participant in the MSSP; (b) ACO Participant or any ACO Providers/Suppliers maintain compliance with this Agreement and the MSSP, and (c) are providing services to Beneficiaries. Early termination, without limitation, including the failure to meet the quality reporting requirements in **Section 2.7.1** of the Standards may result in reduction or denial of Incentive Payments, at the discretion of the Company.

9. Compliance With Other Laws. Pursuant to 42 CFR 425.208(b), the ACO and the ACO Participant agrees, and shall require its ACO Providers/Suppliers and other individuals or entities performing functions or services related to the ACO's activities to agree, to comply with all applicable laws, including, but not limited to: (i) federal criminal law; (ii) the False Claims Act (31 U.S.C. 3729 et seq.); (iii) the anti-kickback statute (42 U.S.C. 1320a-7b(b)); (iv) the civil monetary penalties laws (42 U.S.C. 1320a-7a); and (v) the physician self-referral law (42 U.S.C. 1395nn).

10. HIPAA Compliance. The ACO Participant and the ACO Providers/Suppliers shall comply in all respects with the requirements of the Health Insurance Portability And Accountability Act of 1996, Public Law No. 104-191 (the "Act") and its implementing rules and regulations. See Exhibit C.

11. Governing Law. The law of the State where the dispute exists shall govern.

12. Counterparts/Authority. This Agreement may be signed in counterparts, each of which will constitute an original and all of which together are one and the same instrument. Each party executing this Agreement on behalf of the Participant or ACO Provider/Supplier represents and warrants that they have the capacity, power and authority to execute this instrument on behalf of such party.

13. Dispute Resolution/Arbitration. All claims or controversies concerning this Agreement, or arising in any way out of the performance or non-performance of this Agreement, will be subject to binding arbitration by a single arbitrator in accordance with the then current commercial arbitration rules of the American Health Lawyers Association, who will have the discretion to award to the prevailing party, if any, that party's attorneys' fees and costs or otherwise apportion the parties' attorneys' fees and

costs between them as part of the arbitrator's decision. Notwithstanding the foregoing, neither the Company nor the ACO Participant or the ACO Providers/Suppliers will be required to participate in any arbitration proceedings under this Agreement relating to any professional liability claim if such participation would violate the terms and conditions of the professional liability coverage of the Company or the ACO Participant or ACO Provider/Supplier. Such arbitration will be held in the County in the State where the Company has its corporate headquarters unless the parties mutually agree to another location. Nothing herein will prohibit a party from seeking equitable relief in a court of law to maintain the status quo pending arbitration.

14. MSSP/CMS Accountable Care Organization Participation Agreement. Pursuant to 42 CFR 425.210(a), the Company has provided a copy of its Medicare Shared Savings Program Accountable Care Organization Participation Agreement (the "CMS Participation Agreement") to its ACO Participants and ACO Provider/Suppliers, as well as to all other individuals and entities involved in ACO governance, and by executing this instrument all signatories hereto acknowledge delivery and receipt of, and agree to comply with, the CMS Participation Agreement and all requirements of the MSSP Program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

DOCTORS ACO, LLC

By: _____
Name: Subodh Agrawal, MD
Title: Chairman

_____
Date

2005 Prince Ave
Address

Athens, GA 30606
City, State ZIP Code

706-208-9700
Business Phone

[Participant and Provider/Supplier Signatures Are Set Forth At End of Agreement]

EXHIBIT A

NETWORK PARTICIPATION STANDARDS

RECITALS

A. Doctors ACO, LLC (the "Company") is a Medicare certified accountable care organization ("ACO") under the MSSP established by CMS pursuant to the Patient Protection and Affordable Care Act, with the Centers For Medicare & Medicaid Services ("CMS") effective January 1, 2018 and in the process of completing an application for an additional 3-year renewal period effective January 1, 2018.

B. As a part of its application process with CMS, all parties currently intending to be ACO Participants and ACO Providers/Suppliers for the Company, as an ACO, must execute an ACO Participant And Provider/Supplier Agreement (the "Participant Agreement").

C. The Participant Agreement incorporates by reference the Network Participation Standards (the "Standards") set forth in this document.

D. Any terms not defined in these Standards will have the meanings ascribed to them in the Participant Agreement. The ACO Participants and the ACO Providers/Suppliers are sometimes referred to herein collectively as the "Participants."

E. As an ACO, the Company will, through the services rendered by its ACO Participants and ACO Providers/Suppliers, coordinate care for certain Medicare fee-for-service beneficiaries who are assigned by CMS to the Company ("Beneficiaries").

F. The Company's primary objectives as an ACO are for it and its ACO Participants and ACO Providers/Suppliers to:

(1) Work together to coordinate care for Beneficiaries assigned to the Company;

(2) Agree to be accountable for the quality and cost of care for a defined population of Beneficiaries;

(3) Share in any Shared Savings (as defined in 42 CFR Part 425) associated with the care for those assigned Beneficiaries and as determined by CMS consistent with the MSSP Program;

(4) Establish, report and ensure that the Company and its ACO Participants and Provider/Suppliers comply with federal requirements related to the MSSP Program; and

(5) Perform such other Company functions as are identified in the Social Security Act § 1899 (42 U.S.C. § 1395, et seq.).

STANDARDS

1. Definitions.

For purposes of the Standards, the following terms will have the following meanings:

1.1 Covered Services. "Covered Services" are all services for which an ACO Participant will be paid by Medicare on a fee-for-service basis in accordance with Medicare guidelines.

1.2 Non-Covered Services. "Non-Covered Services" are all health care services that are not authorized for fee-for-service payment under the Medicare guidelines.

1.3 Participating Physicians. "Participating Physicians" are all ACO Providers/Suppliers who have executed a Participation Agreement.

1.4 Primary Care Participating Physician. "Primary Care Participating Physician" is a Participating Physician who practices medicine in the specialty of internal medicine, general practice, family practice or geriatric medicine, or who performs the plurality of primary care services for at least one Beneficiary assigned to the Company.

1.5 Specialist Participating Physician. "Specialist Participating Physician" is a Participating Physician who is not a Primary Care Participating Physician.

2. Participant Responsibilities.

2.1 Meaningful Commitment. All Participants must make a “meaningful commitment” to the Company. A meaningful commitment may include, for example, a sufficient financial or human investment (for example, time and effort) in the ongoing operations of the LLC. Other examples of a meaningful commitment include:

2.1.1 Financial investment, such as capital contributions for Company infrastructure information systems, office hardware, computer software, Company staff, training program, or any other aspect of the Company’s operations where that investment provides the Participant with a sufficient stake in the successful operation of the Company, so that the potential loss or recoupment of the investment is likely to motivate the Participant to achieve the mission of the Company; and

2.2.2 Human investment, such as serving on the Company’s governing body; serving on the committees relating to the establishment, implementation, monitoring or enforcement of the Company’s evidenced-based medical practice or clinical guidelines; or otherwise participating in other aspects of the Company’s operation, such as definition of processes to promote patient engagement, care coordination, or internally reporting on cost and quality metrics, to a degree that evidences a personal investment in ensuring that the Company achieves its goals.

2.2 Medical Staff Requirements. If requested by Company, a Participating Physician will maintain or otherwise become a member in good standing, with unrestricted medical staff privileges, on the medical staff of any hospital or other facility that may be designated by the Company from time to time in order to meet or satisfy the Company’s network needs.

2.3 Participating Physician Services. For the purposes of this Agreement, each Participating Physician will provide Covered Services to Beneficiaries assigned by CMS to Company who seek care from the Participating Physician, on an as needed basis within the scope of the licensing, training, experience and qualifications of Participating Physician and consistent with accepted standards of medical practice, the Operating Agreement of the Company, the CMS Agreement, and the terms and conditions of this Agreement. Each Participating Physician will devote sufficient time, attention and energy necessary for the competent and effective performance of their duties to Beneficiaries under this Agreement. Each Participating Physician will cooperate and comply with the Company’s policies and procedures as to the coordination of a Beneficiary’s health care, by clinically integrating with other providers in the Company

and, other components in a Beneficiary's health care delivery system. This will assist in the effective management of the full continuum of a Beneficiary's health care, from preventive services to hospital-based and nursing-home care. Such coordination processes may be delegated by the Company in its discretion. In the case of a Beneficiary whose first visit to a Participating Physician is to a Primary Care Participating Physician, within ninety (90) days of a Beneficiary's assignment to a Primary Care Participating Physician the Primary Care Participating Physician will conduct a health appraisal to assess the Beneficiary's health status. The Company will define the scope of such health assessment, and the format upon which the health assessment will be reported to the Company. In this regard, the initial health assessment does not necessarily require a physical examination and may take the form of a telephone call, home visit or questionnaire depending upon the circumstances concerning the particular Beneficiary.

2.4 Non-Discrimination. As required by applicable federal, state and local laws, regulations and ordinances, no Participating Physician will discriminate in the treatment of a Beneficiary based upon physical or medical disability, medical condition, race, color, national origin, ancestry, religion, sex, marital status, veteran status, sexual orientation, or age, and Participating Physicians will provide services to Beneficiaries in the same manner, in accordance with the same standards, and within the same availability, as to non-Beneficiaries.

2.5 Emergency Coverage. Participating Physicians will be responsible for responding to emergent needs of Beneficiaries with respect to Covered Services twenty-four (24) hours per day, seven (7) days per week, including holidays. Unless otherwise approved by the Company, a Participating Physician is unable to provide required Covered Services, he or she will arrange for another equivalently licensed Participating Physician to provide such Covered Services.

2.6 Intentionally Omitted.

2.7 Company Committees. Participating Physician will be asked to serve as a member on certain of the Company committees from time to time. The Operating Agreement of the Company ("Operating Agreement") generally describes existing committees of the Company, and others may be created from time to time. When asked to serve, Participating Physician will exercise his/her best efforts to do so, and to attend meetings regularly.

2.7.1 Clinical Data Collection. The Company must submit data on quality measures according to methods established by CMS, and must report data for each quality measure accurately and timely. Thus, it is essential that Participants submit all patient clinical data to the Company as soon as practicable following the date of service, but in all cases within forty-five (45) days of the date of service. The Company will collect such patient clinical data from the ACO Participant's current practice management information system, electronic medical record, or any other mechanism utilized to collect and maintain patient data. Participants authorize the Company to act on their behalf to collect clinical data about the Beneficiaries from other providers and other sources for the purposes of developing a data warehouse and repository, exchanging clinical data between and among Participants and other providers, and supporting the other clinical integration, quality management, quality improvement, process improvement, utilization management, and medical management activities and programs of the Company. As required by the Health Insurance Portability and Accountability Act ("HIPAA"), the privacy and security of all protected health information will be protected through a Business Associate Agreement ("BAA") that will be required to be executed by all Participants and the Company.

2.7.2 Data Warehouse And Repository. ACO Participants will make available all Beneficiary health data in a format that is consistent with industry accepted standards and compatible with the Company's management information systems. The Company plans to develop a data warehouse and repository, which will maintain and make all health data about the Beneficiaries available to

Participants and which may contain information including, but not limited to, recent diagnoses, inpatient admissions, medication histories, laboratory orders and results, radiology ordering and results and compliance with evidence-based clinical protocols. Such access will be subject to procedures established by the Company related to compliance with medical information privacy and security laws. Any claims data remaining in the data warehouse and repository upon termination of this Agreement will be retained by the Company to support on-going trend analyses, for audit and compliance purposes, or any other purposes as may be permitted by law, but any retention will be in compliance with HIPAA, including de-identifying any health data as may be required or appropriate.

(a) ACO Participants will permit the Company to access remotely or on-site, on a read-only basis, their electronic medical record, practice management information system or any mechanism utilized to collect and maintain patient data. To ensure that a comprehensive set of data for each Beneficiary is collected, the data set will include patient data collected from Beneficiaries for whom Participating Physicians have provided medical services for up to three (3) years prior to the execution of this Agreement through the termination of this Agreement.

(b) The data will be collected for purposes of obtaining information about health care services provided to such Beneficiaries by Participating Physicians, so that the Company can readily obtain, from governmental entities, quality improvement organization, health care data collection organizations, malpractice insurers, health plans, laboratory providers, diagnostic imaging providers, pharmacies, pharmacy benefit managers, hospitals, ambulatory surgery centers or other entities relating to (1) patient clinical encounters; (2) patient pharmaceutical use; (3) Participating Physicians' adherence to quality standards; (4) Participating Physicians' attainment of awards, recognition, or special status based on quality measures; (5) quality management and improvement; (6) utilization management; (7) patient satisfaction; (8) health education for patients; (9) case management; and (10) disease management.

(c) If an ACO Participant maintains Beneficiary health data in an electronic format that will permit the direct exchange of such Beneficiary health data with the Company's data warehouse and repository, the ACO Participant will permit exchange of such health data to occur directly between its information system and the Company's data warehouse and repository. If, however, the Beneficiary's health information is maintained by an ACO Participant in an electronic format or other format or mechanism utilized to maintain health data that will not permit the direct exchange of such Beneficiary health data with the Company's data warehouse and repository, then the Participant Physician will grant the Company access to Participating Physician's Beneficiary health data either remotely or on site on a read-only basis, at ACO Participant's expense, if any, to permit the copying or otherwise comprehensive transmission ("Data Dump") of such Beneficiary health data into the Company's data warehouse and repository.

(d) ACO Participants will obtain the consent, as may be required by HIPAA, from each Beneficiary for the collection of health data by the Company into its data warehouse and repository for the purpose of developing evidence-based medical practice and clinical guidelines, disease management programs, quality improvement programs, and for any other clinical integration activities and programs that may be engaged in by the Company from time to time.

(e) The Company may request and receive health and administrative data from other health plans, laboratory providers, diagnostic imaging providers, pharmacies, pharmacy benefit managers, hospitals, ambulatory surgery centers and other data sources pertaining to health care services provided, or requested, on behalf of a Beneficiary. Such health and administrative data may be used by the Company to monitor the performance of Participants, as part of the quality assurance and process improvement activities of the Company.

(f) ACO Participants will utilize an information technology solution that accommodates the sharing and reporting of patient data, including providing information to influence care at the point of care, and a mechanism for retrieving information regarding compliance with the clinical protocols and quality programs. Such a solution may include an electronic medical record, a practice management information system, or a mechanism utilized to maintain patient data from which the Company can reasonably duplicate records either electronically or manually for submission into the data warehouse and repository. Any platform an ACO Participant selects must be sufficient to support internet access with high speed connectivity for scanning patient records, including medical records. Participants will make his/her/its best efforts to transition to an electronic medical record system compatible with the information technology system in use by the Company by the first anniversary of the Company's participation in the MSSP and, if ACO Participant has Primary Care Physicians rendering services, the ACO Participant will take actions necessary to receive incentive payments through the CMS EHR Incentive Payment program.

(g) Nothing in this Subsection 2.7.2 or elsewhere in this Agreement is to be construed as requiring sharing of data with Participants or any other provider related to services rendered to Beneficiaries who have elected not to allow their data to be shared.

2.6.3 Clinical Protocols And Care Management Activities. The Company is developing a process for the development, implementation and enforcement of evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs. The Company will administer the evidence-based medical practice or clinical guidelines, disease management programs, and other quality improvement programs of the Company. The Company, through its various committees, will be responsible for monitoring and providing oversight of compliance with such evidence-based medical practice or clinical guidelines, disease management programs, and other quality improvement programs, and will develop and periodically update policies and procedures to ensure achievement of identified quality benchmarks. The Company will delegate the responsibility to document the pro-competitive effects likely to be achieved by the development, implementation and enforcement of such evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs, and how such programs clearly outweigh any anti-competitive impact that may be enumerated.

(a) A critical component of the Company is Participant participation in the development and implementation of evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs. The Company may call upon Participating Physicians from time to time to invest a significant amount of time and effort assist in the development, implementation and enforcement of evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs, in collaboration with the members of the Company. Participating Physicians understand that they may invest a significant amount of time and effort in serving on the various committees of the Company as may be reasonably requested for the purpose of reviewing and updating such evidence-based medical practice or clinical guidelines, disease management programs, and other quality improvement programs from time to time, and in carrying-out the elements of the evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs of the Company.

(b) Participants will be expected to comply with the evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs of the Company. The Company is developing a performance improvement process for Participating Physicians to assist with such compliance.

(c) The Company's evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs will be monitored, and the failure of a Participant to comply could result in corrective action. The Company is in the process of developing disciplinary measures for Participants who fail to meet performance standards. Persistent non-compliance with the evidence-based medical practice or clinical guidelines, disease management programs and other quality improvement programs or failure to meet minimum performance standards will be a cause for discipline of a Participant, and may be a sufficient basis for termination of a Participant's participation in the Company.

2.6.4 Patient-Centered Care. The Company will develop, and will periodically up date, processes for delivery of care in a patient-centered manner. Participants must comply with such processes including, but not limited to:

(a) Promoting evidenced-based medicine, including diagnoses with significant potential for the LLC to achieve quality improvements, taking into account the circumstances of the Beneficiaries;

(b) Promoting patient engagement, including through:

(1) Administration of a patient experience of care survey to be determined by the Company;

(2) Implementation of:

(i) Processes for evaluating the health needs of the Company's population, including consideration of diversity in the patient population; and

(ii) A plan to address the needs of the Company population that describes how the Participants will partner with community stakeholders to improve the health of the Company population;

(3) Communicating clinical knowledge and evidence-based medicine to Beneficiaries in a way that is understandable to them;

(4) Beneficiary engagement and shared decision making that takes into account the unique needs, preferences, values and priorities of the Beneficiaries served by the Company; and

(5) Written standards for Beneficiary access and communication, and a process for Beneficiaries to access their medical record;

(c) Developing an infrastructure for internal reporting on quality and cost metrics that enables the Company to monitor, provide feedback and evaluate performance and use of the results to improve care over time; and

(d) Coordinating care across and among Primary Care Physicians, Specialist Physicians, and acute and post-acute providers and suppliers through methods and processes established to coordinate care throughout an episode of care and during its transitions (both inside and outside the Company).

2.6.5 Maintenance and Updating of Participating Physician Identification Data. Each ACO Participant will provide the Company all Tax Identification Numbers ("TINs") and National Provider Identifiers ("NPIs") used by it and all ACO professionals and ACO provider/suppliers billing through the TIN of the ACO Participant. Each ACO Participant will provide the Company with access to such list of TINs and NPIs whenever so requested by the Company and will notify the Company whenever an addition or deletion occurs to the TINs and NPIs used by the ACO Participant or its ACO professionals and ACO provider/suppliers. Further, ACO Participant is required to update its TIN and NPI enrollment information with Medicare on a timely basis in accordance with Medicare program requirements; and notify the Company of any such changes within thirty (30) days after the change.

2.6.6 Community Involvement. The Company is committed to partnering with community stakeholders to advance the goals of improving care for individuals, improving health of populations and lowering growth in health care expenditures. Participants will participate in such partnering activities as may be requested by the Company from time to time.

2.7 Participating Physician Practice. Each Participating Physician will determine the method, details and means of performing the Covered Services under this Agreement in accordance with the Company's utilization management, quality assurance and process improvement programs. Subject to the terms and conditions of this Agreement, each Participating Physician will be entitled to perform all usual and customary procedures relative to Participating Physician's practice. Participants will collect and store data in accordance with industry coding standards, and ensure that all data collected conforms with state and CMS' National Correct Coding Initiative guidelines, including for levels of specificity.

2.8 Professional Liability Insurance. ACO Participants will cause each Participating Physician to secure and maintain, at their expense, throughout the term of this Agreement, professional liability insurance in a minimum amount not less than the minimum amount required by state law. Participants will use best efforts to obligate their insurance carrier to provide written notices to the Company at least thirty (30) days prior to any cancellation or amendment of a Participating Physician's policy. Participating Physician will notify the Company promptly whenever Participating Physician receives any claim or notice of intent to commence legal action alleging professional negligence against Participating Physician with respect to treatment or non-treatment of any Beneficiary, or if a final judgment is rendered against Participating Physician in any such legal action. If Participating Physician's professional liability insurance policy is terminated and such policy provided "claims made" coverage, Participating Physician, or its ACO Participant, will immediately purchase, at their expense, "tail" coverage that meets all of the requirements of this Section 2.9 as necessary to cover any services rendered during the Term of this Agreement. The obligations of this Section 2.9 will survive the termination of this Agreement.

2.9 Professional Requirements. At all times during the Term, each Participating Physician will (a) maintain an unrestricted current license to practice medicine where licensed; (b) comply with and be bound by all of the terms and conditions of the Company's clinical integration program as it may be implemented by the Company through its policies and procedures from time to time; and (c) notify the Company promptly concerning any denial, modification, reduction, restriction, suspension or termination (either voluntary or involuntary) of Participating Physician's privileges at any hospital or other facility. Each Participating Physician and the applicable ACO Participant will notify the Company promptly of any (i) modification, restriction, suspension or revocation of a Participating Physician's license; (ii) modification, restriction, suspension or revocation of a Participating Physician's authorization to prescribe or to administer controlled substances (if Participating Physician is so authorized); (iii) imposition of sanctions against a Participating Physician or the ACO Participant under the Medicare program or any other governmental program; or (iv) other professional disciplinary action or criminal or professional liability action of any kind against Participating Physician or the ACO Participant which is either

initiated, in progress, or completed as of the commencement of the ACO rendering services under the MSSP, and at any time during the Term of this Agreement.

2.10 Coordination of Care. All Participants will cooperate in providing for effective implementation of the provisions of all the Company's policies and procedures relating to coordination of care, including working cooperatively with the other providers in the Company, as well as other components in a Beneficiary's health care delivery system, to assist in the effective management of the full continuum of a Beneficiary's care, from preventive services, to hospital-based and nursing home care.

2.11 Confidentiality. Participants will keep confidential all financial, operating, proprietary or business information relating to the Company that is not otherwise public information.

2.12 Regulatory Compliance. Participants will comply with all applicable local, state and federal laws, rules and regulations, now or hereafter in effect, to the extent that they directly or indirectly affect the Company, and bear upon the subject matter of this Agreement, including but not limited to 42 CFR Part 425. Any provision required to be in this Agreement by applicable state or federal law will bind the parties whether or not provided in this Agreement.

2.13 Noncompetition and Other Restrictions. Participants will be subject to any non-compete, non-solicitation, non-diversion, non-disparagement and non-disclosure provisions set forth in the Operating Agreement that apply to them.

2.14 Responsibilities. Each ACO Participant will carry out the following activities with respect to health care services provided to Beneficiaries:

(a) Posting notice, provided by the Company, in the ACO Participant's office(s) and/or facilities informing patients of the ACO's and Participating Physicians' participation in an ACO, through the Company;

(b) With respect to the ACO Participant's Primary Care Participating Physicians, providing written notice to Beneficiaries, as provided by the Company, about the ACO Participant's and its Primary Care Participating Physicians' participation in a company that the patient's health information may be shared with other Medicare providers and suppliers and that the patient has the option to opt-out of such data sharing;

(c) Implementing data systems that are compatible with the data systems used by the Company for collecting and reporting data to CMS;

(d) Meeting applicable quality performance or reporting requirements in each of following four (4) domains: (i) patient/care giver experience; (ii) care coordination/patient safety; (iii) preventative health; and (iv) at-risk population/frail elderly health;

(e) Using only CMS-approved marketing materials for marketing the Company's services to Beneficiaries;

(f) Complying with the Company's policies and procedures for Beneficiaries to access their medical records; and

(g) Taking all reasonable actions to transition, within one (1) year of the date that the Company begins to provide services under the MSSP, to an electronic medical record system compatible with the information technology system that will be utilized by the LLC.

2.15 Conflicts of Interest Policy. All Participants will comply with the Company's Conflicts of Interest Policy referenced in the Operating Agreement and provided to Participants.

2.16 TIN. ACO Participants will bill for services performed on Beneficiaries by its Participating Physicians under their respective tax identification numbers (each a "TIN").

2.17 Exclusivity. No ACO Participant may, so long as it is contracted to provide services to the Company, enter into any contractual arrangements to provide services to another accountable care organization if it includes Primary Care Participating Physicians. Further, no Participating Physician who performs services through an ACO Participant that includes Primary Care Participating Physicians may, for so long as that ACO Participant is contracted to provide services for the Company, provide services to another accountable care organization, except for a Specialist Participating Physician providing those services through another TIN. Furthermore, ACO Participant and its ACO Provider/Suppliers acknowledge that participation in the MSSP may affect their abilities to participate in other Medicare demonstration projects of programs that involve shared savings per 42 CFR §425.116.

2.18 Infrastructure. Participants will comply with the written policies of the Company that define the Company's program infrastructure, including without limitation (a) specific roles, structure and functions of its governing body and committees, (b) meeting frequency, (c) defined goals addressing clinical quality, patient experience and cost, (d) process to annually review the overall performance of the organization with its governing body, and (e) process to conduct an organizational assessment and review the results with its governing body.

2.19 Data Collection and Integration. Participants will assist the Company in collecting and integrating data for clinical and administrative purposes from various sources, including as described in Section 2.7.2 above.

2.20 Patient Records. Participants will comply with all reasonable requests for access to patient records reasonably necessary for the performance of Participants' duties under this Agreement and the CMS Agreement.

2.21 Beneficiary Notification. ACO Participants must do all of the following: (a) Notify beneficiaries at the point of care that their ACO Providers/Suppliers are participating in the MSSP; (b) Post signs in their facilities to notify beneficiaries that their ACO Providers/Suppliers are participating in the MSSP; and (c) Make available standardized written notices regarding physician participation in an ACO and, if applicable, patients option for data opt-out. Such written notices must be provided by the ACO Participants in settings in which beneficiaries receive treatment from a Primary Care Physician.

2.22 Close-Out Process. Upon termination or expiration of this Agreement, all Participating Physicians and ACO Participants must engage in a "Close-Out Process," where such ACO Participants and Participating Physicians will furnish or set up a plan to furnish all data necessary to complete the annual assessment of the ACO's quality of care as well as addresses other relevant matters.

3. Company Responsibilities.

3.1 Network Needs. The Company will maintain an adequate number and types of Participating Physicians in order to maintain appropriate access to all Covered Services for Beneficiaries and will ensure that ACO Participants have at all times a sufficient number of Primary Care Participating Physicians to result in assignment of at least five thousand (5,000) Beneficiaries.

3.2 Directory. The Company will maintain a web-based Participating Physician directory that includes appropriate and sufficient information so that Beneficiaries and prospective patients can choose Participating Physicians.

3.3 Utilization Management Plan. The Company will adopt and periodically review and update a clinical utilization plan which includes (a) a process for verifying patient eligibility and benefits, (b) management information system able to track utilization, (c) a process to conduct on-going monitoring of Covered Services rendered and the cost for such Covered Services as compared to the revenues received for such Covered Services, and (d) stop-loss and reinsurance provisions.

3.4 Care Management. The Company will provide Participants with written policies and procedures, and appropriate data, to allow Participants to systematically identify Beneficiaries who are eligible for (a) wellness or preventive care services, (b) chronic disease management programs, and (c) complex case management.

3.5 Patient Registries. The Company will provide Participants written policies and procedures to provide support to Participants in connection with proactively tracking, identifying and managing patient care needs in connection with the treatment of chronic diseases through the use of patient care registries.

3.6 Patient Rights. The Company will provide Participants with written policies and procedures that states Participants' and the Company's commitment to treating Beneficiaries in a manner that respects their rights and privacy, does not in any manner restrict dialogue between Beneficiaries and Participating Physicians regarding information of any available treatment options, and facilitates a method for Beneficiaries to file complaints and grievances about the Company or any Participant.

4. Shared Savings Distribution. A Participating Physician may, pursuant to provisions set forth in the Operating Agreement, be allowed to share in Shared Savings, as described in the Financial Standards set forth in Exhibit B of the Participation Agreement.

5. Medical Records.

5.1 Beneficiary Records. Participants will maintain all usual and customary records, in accordance with all applicable federal and state statutory and regulatory requirements including the requirements set forth in the CMS Final Rule for ACOs published in the Federal Register on November 2, 2011 (the "Final Rule"), and as described in Section 5.2 below. Participants will ensure that each Beneficiary's entire medical record is available for, and properly updated during, each patient encounter, and that all entries are dated and signed legibly.

5.2 Retention of Books and Records. CMS has very broad rights to audit the Company and the Participants. Thus, ACO Participants must comply with all of the guidelines set forth in Section 425.314 of the Final Rule. This includes, but is not limited to, maintaining books, contracts, records, documents, and other evidence of participation in the ACO for a period of 10 years from the date the ACO Participant's contractual relationship with the Company has terminated or from the date of completion of any audit, evaluation, or inspection, whichever is later, unless:

5.2.1 CMS determines that there is a special need to retain a particular record or group of records for a longer period and notifies the Company at least 30 days before the normal disposition date; or

5.2.2 There has been a termination, dispute, or allegation of fraud or similar fault against the Company, any of its Participants, or any other individuals or entities performing functions or services related to the Company activities, in which case the Company must retain records for an additional 6 years from the date of any resulting final resolution of the termination, dispute, or allegation of fraud or similar fault.

5.3 Indemnification. Each ACO Participant will indemnify, defend, and hold harmless the Company from and against any and all claims, damages, causes of action, costs or expenses, including attorneys' fees, to the extent proximately caused by ACO Participant's failure to comply with Section 5.2 above, pursuant to the rules set forth at Section 7 below.

5.4 Confidentiality. Except as otherwise required by applicable law or by this Agreement, Participants will keep confidential, and to take the necessary precautions to prevent the unauthorized disclosure of, any and all records required to be prepared or maintained by Participant under this Agreement.

6. Term and Termination.

6.1 The PPS Agreement may be terminated as between a Participant and the Company at any time for the reasons set forth at Sections 6.2 – 6.5 below. If an ACO Participant is terminated such action will automatically result in the termination of all of the Participating Physicians attached to that ACO Participant through the use of the ACO Participant's TIN.

6.2 Termination Upon Material Breach. If there is a material breach of the PPS Agreement by either party, the other party will provide written notice upon the defaulting party (the "Default Notice") specifying the nature of the breach. If such breach is not cured to the reasonable satisfaction to the non-defaulting party within thirty (30) days after service of the Default Notice, this Agreement will terminate at the election of the non-defaulting party upon the giving of a written notice of termination to the defaulting party not later than sixty (60) days after service of the Default Notice. Grounds for material breach of this Agreement against a Participant may include, among other things, excessive grievances by Beneficiaries, breach of significant administrative requirements (i.e., maintenance of records), failure to conform with any utilization management and quality management standards established by the Company, or the failure of the Participating Physician to comply with the requirements set forth in this Agreement.

6.3 Termination For Failure To Follow Procedures. If a Participant fails to follow the policies and procedures of the Company, the Company may provide notice to the Participant specifying the procedures with which the Participant did not comply. If, after 30 days, the Membership Committee (defined in the Operating Agreement) finds that the Participant has not sufficiently complied with the procedures discussed in the notice, the Membership Committee will recommend to the Board of Managing Members (defined in the Operating Agreement) which, upon majority vote, may the terminate the Participant from the Participation Agreement with or without notice.

6.4 Termination Without Cause. A Participant or the Company may terminate the PPS Agreement between them at any time, with or without cause, upon at least thirty (30) days prior notice to the other party.

6.5 Immediate Termination. The Company may terminate this Agreement immediately by notice to a Participating Physician upon the occurrence of any of the following events:

6.5.1 Participating Physician's medical staff privileges at any licensed general acute care hospital or other facility are denied, modified, reduced, restricted, suspended or terminated (either voluntarily or involuntarily), other than temporary suspensions (i.e., of fewer than ten (10) days duration) due solely to Participating Physician's failure to complete medical records on a timely basis;

6.5.2 Participating Physician's professional liability coverage no longer meets the requirements of Section 2.9 above;

6.5.3 Participating Physician's license to practice medicine in the State of licensure or authorization to administer controlled substances is denied, modified, reduced, restricted, suspended or terminated (either voluntarily or involuntarily);

6.5.4 Participating Physician's death or incapacity (as determined by the Company in its reasonable discretion);

6.5.5 The Company makes a reasonable and good faith determination that such termination is necessary in order to protect the health or welfare of the Beneficiaries;

6.5.6 Participating Physician (i) loses eligibility to participate in the Medicare Program under Title XVIII of the Social Security Act or other applicable state law pertaining to Title XIX of the Social Security Act, (ii) is convicted of any felony or of a crime involving moral turpitude, or (iii) is an "Ineligible Person" (as defined in Section 7.13 below); or

6.5.7 If Participating Physician is a Member of the Company, his or her termination for any reason as a Member.

6.6 All Or None Ramifications. The Final Rule requires that, for each ACO Participant, all of its Participating Physicians render services pursuant to any agreement that it enters into with an ACO. Thus, if any of the Participating Physicians of an ACO Participant are terminated pursuant to this Section 6, it is possible that the result could also force the termination of that ACO Participant under the PPS Agreement. If this possibility arises, the ACO Participant and the Company will work together, if appropriate, to attempt to find a solution so that the ACO Participant may continue to be a party to the PPS Agreement.

6.7 Rights and Obligations upon Termination.

6.7.1 Continuation of Obligations. Upon termination, all rights and obligations of the parties will immediately cease, except for those rights and obligations that are provided in Section 2.8 (Insurance), Section 2.11 (Confidentiality), Section 2.14 (Responsibilities), Section 6.7 (Rights and Obligations Upon Termination), and Section 8.1 (Review of Books, Records And Papers), of these Standards, or as otherwise provided in these Standards or the Participation Agreement.

6.7.2 Costs and Expenses. Each party will bear its own costs and expenses in connection with any such termination, negotiations, and all costs associated with the any actions described in this Section 6.

6.7.3 Release of All Claims. Upon a Participant’s termination from the Participation Agreement for any reason the Participant (the "Releasing Party") will be deemed to have fully released and forever discharged, to the fullest extent permissible by law, the Company, including its respective directors, officers, employees and agents (collectively, the "Released Parties"), from any and all claims, contracts and potential liabilities, whether known or unknown, foreseen or unforeseen, patent or latent, in

contract or tort, for any and all past and future damages, actual or exemplary, that the Releasing Party has, or may have, against the Released Parties related either directly or indirectly to this Agreement prior to the termination date of this Agreement, and the Releasing Party will also be deemed to have entered into a covenant not to sue or to institute or cause to be instituted any action in any federal, state or local agency or any court or other tribunal against any of the Released Parties, that is related directly or indirectly to the Participation Agreement prior to the termination date of Participant from the Participation Agreement.

7. Indemnification.

7.1 In General. At all times during the Term of the Participation Agreement, the Company will indemnify, defend and hold each Participant harmless from and against any and all claims, damages, causes of action, costs or expenses, including attorneys' fees, to the extent proximately caused by any negligent act or omission of the Company arising from the Participation Agreement, including these Standards. At all times during the term of the Participation Agreement, each Participant will indemnify, defend and hold the Company and its directors, officers, employees and agents harmless from and against any and all claims, damages, causes of action, costs or expenses, including reasonable attorneys' fees, to the extent proximately caused by any negligent act or omission of the Participant arising from the Participation Agreement, including these Standards.

7.2 Notice and Procedure. Any claim for indemnification by either Party against the other Party under this Section 7 is subject to the following.

7.2.1 The Party asserting the indemnification right ("the Indemnified Party") with respect to a claim, (a "Third Party Claim") will deliver a Claim Notice (as hereafter defined) with reasonable promptness to the other Party (the "Indemnifying Party"). If the Indemnified Party fails to provide the Indemnifying Party with the Claim Notice within a reasonable Period after the Indemnified Party receives notice of the Third Party Claim, the Indemnifying Party will not be obligated to indemnify the Indemnified Party to the extent that the Indemnifying Party's ability to defend has been irreparably prejudiced by such failure of notice by the Indemnified Party. The Indemnifying Party will notify the Indemnified Party within ten (10) days of receipt of the Claim Notice ("Notice Period") whether the Indemnifying Party agrees, at the sole cost and expense of the Indemnifying Party, to defend the Indemnified Party against such Third Party Claim.

7.2.2 If the Indemnifying Party notifies the Indemnified Party within the Notice Period that the Indemnifying Party agrees to defend the Indemnified Party, then the Indemnifying Party will have the right to defend, at its, his or her sole cost and expense, such Third Party Claim by all appropriate proceedings, which proceedings will be diligently prosecuted by the Indemnifying Party to a final conclusion or will be settled at the discretion of the Indemnifying Party (with the consent of the Indemnified Party, which consent will not be unreasonably withheld). Assumption by the Indemnifying Party of the defense of such Third Party Claim constitutes an admission by the Indemnifying Party that the litigation is one for which the Indemnifying Party is required to indemnify the Indemnified Party under this Section 7. The Indemnifying Party will have full control of such defense and proceedings including any compromise or settlement. However, the Indemnified Party may, at the sole cost and expense of the Indemnifying Party, file during the Notice Period any motion, answer, or other pleadings that the Indemnified Party may deem necessary or appropriate to protect its interests and that is not irrevocably prejudicial to the Indemnifying Party. Except as provided in this Section 7.4.2, if an Indemnified Party takes any such action that is irrevocably prejudicial and conclusively causes a final adjudication that is materially adverse to the Indemnifying Party, the Indemnifying Party will be relieved of its obligations hereunder with respect to the portion of such Third Party Claim prejudiced by the Indemnified Party's action. Further, if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnifying Party and its

counsel in contesting any Third Party Claim that the Indemnifying Party elects to contest or, if appropriate in the judgment of the Indemnified Party and related to the Third Party Claim in question, in making any counterclaim against the Person asserting the Third Party Claim or any cross-complaint against any Person (other than the Indemnified Party or any of its affiliates). The Indemnified Party may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this Section 7.2.2, and except as provided in the preceding sentence, the Indemnified Party will bear its own costs and expenses with respect to such participation. Notwithstanding the foregoing, (i) the Indemnifying Party may not assume the defense if the named parties to the Third Party Claim (including any parties involved by means of interpleader) include both the Indemnifying Party and any Indemnified Party and representation of both such parties by the same counsel would be inappropriate due to an actual or potential differing interests between them; and (ii) the Indemnifying Party will not, without the written consent of the Indemnified Party, settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include as an unconditional term the giving by the claimant to the Indemnified Party of a release from all liability in respect of such Third Party Claim.

7.2.3 If the Indemnifying Party fails to notify the Indemnified Party within the Notice Period that the Indemnifying Party agrees to defend the Indemnified Party pursuant to this Section 7, then the Indemnified Party will have the right (but not the obligation) to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all appropriate proceedings, which proceedings will be promptly and vigorously prosecuted by the Indemnified Party to a final conclusion or will be settled at the discretion of the Indemnified Party. The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof. However, if requested by the Indemnified Party, the Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnified Party and its counsel in contesting any Third Party Claim which the Indemnified Party is contesting or, if appropriate and relating to the Third Party Claim in question, in making any counterclaim against the person asserting the Third Party Claim, or any cross-complaint against any person (other then the Indemnifying Party or any of its affiliates).

7.2.4 If any Indemnified Party has a claim against the Indemnifying Party that does not involve a Third Party Claim being asserted against or sought to be collected from the Indemnified Party, the Indemnified Party will deliver an Indemnity Notice (as hereinafter defined) with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party to give the notice referred to in the preceding sentence will not impair such party's rights hereunder except to the extent that an Indemnifying Party demonstrates that it, he or she has been irreparably prejudiced.

7.2.5 If the Indemnifying Party does not notify the Indemnified Party within ten (10) days following its receipt of a Claim Notice or an Indemnity Notice that the Indemnifying Party disputes its liability to the Indemnified Party, such claim specified by the Indemnified Party will be conclusively deemed an indemnification liability of the Indemnifying Party and the Indemnifying Party will pay the amount of such liability to the Indemnified Party within thirty (30) days following its receipt of a Claim Notice or an Indemnity Notice, or on such later date (i) in the case of a Third Party Claim, as the Indemnified Party suffers Losses in respect of such Third Party Claim, or (ii) in the case of an Indemnity Notice in which the amount of the claim is estimated, promptly after the amount of such claim becomes finally determined. If the Indemnifying Party has timely disputed its liability with respect to such claim, as provided above, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute within sixty (60) days following receipt of a Claim Notice or an Indemnity Notice. If the Indemnifying Party and the Indemnified Party fail to negotiate a resolution within such sixty (60) day period, the parties may seek any remedies available at law or in equity. If the Indemnified Party is not paid in full for its claim in a timely manner after the Indemnifying Party's obligation to indemnify has been determined, the Indemnified Party will have the right, notwithstanding

any other rights that it may have against the Indemnifying Party, to set-off the unpaid amount of any such claim against any amounts owed by it to the Indemnifying Party.

7.2.6 The term "Claim Notice" means written notification of a Third Party Claim by an Indemnified Party to an Indemnifying Party pursuant to this Section 7, enclosing a copy of all papers served, if any, and specifying the nature of and alleged basis for such Third Party Claim and, to the extent then feasible, the alleged amount or the estimated amount of such Third Party Claim.

7.2.7 The term "Indemnity Notice" means written notification of a claim for indemnity under this Section 7, which claim does not involve a Third Party Claim by an Indemnified Party to an Indemnifying Party, specifying the nature of and specific basis for such claim and, to the extent then feasible, the amount or the estimated amount of such claim.

7.2.8 Any estimated amount of a claim submitted in a Claim Notice or an Indemnity Notice shall not be conclusive of the final amount of such claim.

7. General Provisions.

8.1 Review of Books, Records and Papers. The Company will have access at reasonable times upon reasonable demand to the books, records and papers of all Participants relating to health care services provided to Beneficiaries. Such access will include, but is not limited to, review by the Company's medical director and/or his or her designee of Participant's office charts relating to Beneficiaries for purposes of the Company's clinical protocols, peer review, utilization management and quality assurance programs. Such records will also be accessible to state and federal agencies upon request as required by law.

8.2 Compliance Obligations. All Participants will abide by the Company's Standards of Conduct and information concerning the Company's Compliance Program and abide by same. Participating Physician will comply with the Company's policies and procedures. Participants will also comply with all applicable laws, including but not limited to (a) Federal criminal law; (b) the Federal False Claims Act (31 U.S.C. 3729 et seq.); (c) the Federal anti-kickback stature (42 U.S.C. 1320 -7b(b)); (d) the Federal civil monetary penalties law (42 U.S.C. 1320 – 7a); and (e) the Federal Participating Physician self-referral law (42 U.S.C. 1395nn).

EXHIBIT B

SHARED SAVINGS FINANCIAL STANDARDS

RECITALS

A. Doctors ACO, LLC (the "Company") is in the process of filing an application with the Centers for Medicare & Medicaid Services ("CMS") to become effective on January 1, 2018, or as soon thereafter as possible, a Medicare certified accountable care organization (an "ACO"), under the Medicare Shared Savings Program (the "MSSP Program") established by CMS pursuant to the Patient Protection and Affordable Care Act.

B. As a part of its application process with CMS, all parties currently intending to be ACO Participants and ACO Providers/Suppliers with the Company, as those terms are defined in 42 CFR Part 425 for the Company, are required to execute an ACO Participant And Provider/Supplier Agreement (the "Participant Agreement").

C. The Participant Agreement incorporates by reference the Shared Savings Financial Participation Standards of the Company (the "Financial Standards") as set forth in detail in this document.

D. Any terms not defined in the Financial Standards will have the meanings ascribed to them in the Participant Agreement or as set forth at 42 CFR 425.20. The ACO Participants and the ACO Providers/Suppliers are sometimes referred to herein collectively as the "Participants."

E. As an ACO, the Company will, through the services rendered by its ACO Participants and ACO Providers/Suppliers, provide services to coordinate care for certain Medicare fee-for-service beneficiaries who are assigned by CMS to the Company ("Beneficiaries").

F. The Company's primary objectives as an ACO will be for it, the ACO Participants and their associated ACO Providers/Suppliers, to:

(1) Work together to coordinate care for the Beneficiaries the Company serves;

(2) Agree to be accountable for the quality and cost of care for a defined group of Beneficiaries;

(3) Accrue and share in the Shared Savings (as that term is defined in 42 CFR 425.20) associated with the care for those Beneficiaries assigned to the ACO as determined by CMS;

(4) Establish, report and ensure that the Company and the Participants comply with all legal requirements related to participation in the MSSP Program; and

(5) Perform such other Company functions as are identified in the Social Security Act § 1899 (42 U.S.C. §1395, et seq.).

G. The purpose of the Financial Standards is, among other things, to establish and describe the ACO Participant's and the ACO Providers/Supplier's opportunity to participate in the Shared Savings that the Company may receive as a result of participation in the MSSP Program, and to set forth with precision the methodology adopted by the Company in regard to the distribution of such Shared Savings.

SHARED SAVINGS FINANCIAL STANDARDS

Definitions

Net Cash From Operations also referred to and known as "Profits" when such amount exceeds zero dollars ($0) and also referred to and known as "Losses" when such amounts are negative, i.e., less than zero dollars ($0), shall mean for purposes of this instrument the gross cash proceeds from Company operations, including but not limited to the Shared Savings obtained from participation in the MSSP Program, MINUS (i) the portion thereof used to pay or establish reserves for all Company expenses, (ii) payments to cover all operating expenses of the Company, (iii) debt service and debt obligations including, but not limited to, payments repay Advanced Payments, if any, and to cover Operating Loans, if any, (iv) development and capital costs, capital improvements, replacements and contingencies, and (v) payment of the Investment Pool. Net Cash From Operations includes (but is not limited to) revenues received as Shared Savings payments from CMS in accordance with the MSSP Program. Payments received by ACO Participants and ACO Providers/Suppliers for Medicare fee for service payments, Medicare Advantage Plan payments, other non-Medicare third party payor reimbursement payments, reading fees, payments from contractual arrangements, fees collected from medical, healthcare or professional services that are not savings collected as a result of MSSP Program participation, expert witness fees, other fees related to legal work, medical director fees, per diem call fees, cash collected for co-payments or deductibles, fees earned from serving on one of the Company's committees or the Board Of Managing Members, or cash collected from any emergency assistance program or from any hospital are not included within the definition of "Net Cash From Operations."

Operating Loans - The Board Of Managing Members may, on behalf of the Company, enter into one or more loan agreements with financial institutions or individuals to obtain funds for the operation of the Company without the personal guarantees of Members, or otherwise enter into borrowing transactions for the Membership, provided that such Operating Loans are approved by a majority vote of the Members.

Any capitalized term which is not defined herein shall have the meaning ascribed to it in the Operating Agreement of the Company.

Capital Contributions

The capital contributions required to be made prior the commencement of operations of the Company shall be one thousand dollars and no cents ($1,000.00) for all Members. The capital contributions of the Members shall be made in units of not less than one thousand dollars and no cents ($1,000.00).

PCP Class and Specialist Class Rights, Preferences & Privileges

Physician Financial Risk. The Physician Members will contribute $1,000 per Physician and have no other financial risk.

ACO Management Group Risk. The ACO management group (the "ACO Management Group") that has been engaged to provide development and operating support to the Company will contribute the costs required for preparation and submission of the ACO Application.

Development & Operating Costs. The ACO Management Group will pay for all of the development and operating expenses of the Company, up to a financial "cap" of $6.00 PMPM for the first 5,000 assigned

Medicare beneficiaries, and then $4.00 PMPM for all assigned beneficiaries in excess of 5,000 (the "Management Company Cap").

Company Contribution. Any development and operating expenses of the Company above the Management Company Cap shall be borne by the Company and financed by means of bank or institutional financing or any other reasonable method adopted by the Board Of Managing Members of the Company.

ACO Management Company Rights. The ACO Management Group shall:

- ✓ Hold 30% of the ownership shares of the Company
- ✓ Be entitled to 30% of the Profits of the Company
- ✓ Have Voting Powers equal to 51% of all voting shares

Physician Member Rights & Privileges. The Physician Members shall:

- ✓ Hold 70% of the ownership shares of the Company
- ✓ Be entitled to 70% of the Profits
- ✓ Have Voting Powers equal to 49% of all voting shares
- ✓ Within the 70% Physician ownership, those shares shall be distributed based on a formula of 80% to PCPs and 20% to Specialist Physicians

Shared Savings Allocations/Distributions. From the Shared Savings paid to the Company by the Medicare Shared Savings Program, the use of funds shall be in accordance with the following method:

- ✓ First, to repayment of the $1,000 Funds contributed by the Physician Members
- ✓ Second, to repayment of the development and operating expenses incurred by the ACO Management Company
- ✓ Third, to all other expenses of the Company
- ✓ Then, from the resulting Profit - 70% shall be paid to the Physician Members, with those pool funds to be allocated 80% to PCPs (the "PCP Profit Pool") and 20% to Specialists (the "Specialist Profit Pool")
- ✓ The PCP Profit Pool shall be split according to the following formula:
  - ➢ 20% equally
  - ➢ 20% based on the number of assigned Medicare Beneficiaries
  - ➢ 60% based on savings performance
- ✓ The Specialists Profit Pool shall split equally among all Specialists

The Board of Managing Members may, from time to time, alter, supplement or otherwise modify the Shared Savings Allocations/Distributions.

EACH SIGNATORY TO THE OF THE PARTICIPANT AND PROVIDER/SUPPLIER AGREEMENT ACKNOWLEDGES AND AGREES THAT THE PAYMENT OF FUNDS DOES <u>NOT</u> GUARANTEE ACCEPTANCE AS AN OWNER OR MEMBER OF THE COMPANY OR ANY AFFILIATE THEREOF. NO RIGHT TO MEMBERSHIP IS INTENDED OR GRANTED OR IMPLIED BY VIRTUE OF THE COMPANY'S ACCEPTANCE AND DEPOSIT OF CHECKS FOR USE AS DEVELOPMENT FUNDS.

EXHIBIT C

COPY OF

MEDICARE SHARED SAVINGS PROGRAM ACCOUNTABLE CARE ORGANIZATION PARTICIPATION AGREEMENT

(Agreement with Accountable Care Organization Pursuant to Section 1899 of the Social Security Act and Title 42 Code of Federal Regulations (CFR) Chapter IV, part 425)

AGREEMENT

between

THE CENTERS FOR MEDICARE & MEDICAID SERVICES
and
DOCTORS ACO, LLC

In order to participate in the Shared Savings Program and receive payment under title XVIII of the Social Security Act as an Accountable Care Organization (ACO), Doctors ACO, LLC agrees to comply with the provisions of section 1899 of the Social Security Act, Title 42 CFR Part 425, and all other applicable provisions of law and regulation.

This agreement, upon submission by the ACO of acceptable assurance of compliance with title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973 as amended, the Age Discrimination Act of 1975, and section 1557 of the Affordable Care Act, and upon acceptance by the Centers for Medicare & Medicaid Services, shall be binding on the Accountable Care Organization.

TERM OF AGREEMENT: Pursuant to 42 CFR 425.200(b), the start date for the Agreement is January 1, 2015, with a term of 3 years, ending on December 31, 2018, unless sooner terminated in accordance with applicable regulations.

PERFORMANCE YEAR: Pursuant to 42 CFR 425.200(c), the first Performance Year under this Agreement begins on January 1, 2015, and ends on December 31, 2015. Subsequent Performance Years for the duration of this Agreement shall each be of 12 months duration, beginning on January 1, 2016.

APPLICABLE LAWS:

Statutory and Regulatory Changes During Term of Agreement: Pursuant to 42 CFR 425.212(a)(1), the ACO is subject to all statutory changes that become effective during the term of this Agreement. Pursuant to 42 CFR 425.212(a)(2), the ACO is subject to all regulatory changes that become effective during the term of this Agreement with the exception of the following program areas:

(1) Eligibility requirements concerning the structure and governance of ACOs.
(2) Calculation of sharing rate.
(3) Beneficiary assignment. Page 2 of 2

Compliance With Laws: Pursuant to 42 CFR 425.208(b), the ACO agrees, and must require its ACO participants and ACO providers/suppliers, as defined under 42 CFR 425.20, and other individuals or entities performing functions or services related to the ACO's activities to agree to comply with all applicable laws including, but not limited to the following:

(1) Federal criminal law.
(2) The False Claims Act (31 U.S.C. 3729 *et seq.*).
(3) The anti-kickback statute (42 U.S.C. 1320a-7b(b)).
(4) The civil monetary penalties law (42 U.SC. 1320a-7a)
(5) The physician self-referral law (42 U.S.C. 1395nn).

CERTIFICATIONS: Pursuant to 42 CFR 425.208(c), the ACO agrees, as a condition of participating in the program and receiving any shared savings payment, that an individual with the authority to legally bind the ACO will certify the accuracy, completeness, and truthfulness of any data or information requested by or submitted to the Centers for Medicare & Medicaid Services (CMS), including, but not limited to this Agreement, the application form and any quality data or other information on which CMS bases its calculation of shared savings payments and shared losses. All such certifications must meet the requirements set forth in 42 CFR 425.302. In addition, pursuant to 42 CFR 425.204(a), the ACO certifies that the ACO, its ACO participants, and its ACO providers/suppliers have agreed to become accountable for the quality, cost, and overall care of the Medicare fee-for-service beneficiaries assigned to the ACO.

Pursuant to 42 CFR 425.210(a), the ACO must provide a copy of this Agreement to all of its ACO participants, ACO provider/suppliers, and other individuals and entities involved in ACO governance.

The individual executing this Agreement on behalf of the ACO has authority to legally bind the ACO and hereby certifies the accuracy, completeness, and truthfulness of the statements contained in this Agreement and the Medicare Shared Savings Program Application, including any supplemental submissions to that application.

ACCEPTED FOR THE ACCOUNTABLE CARE ORGANIZATION BY:

Name _____ Title _____
Signature_____ Date _____

ACCEPTED BY THE CENTERS FOR MEDICARE & MEDICAID SERVICES BY:

Name _____ Title _____

Signature _____ Date: _____

SIGNATURE PAGE FOR ACO PARTICIPANTS (TIN Entity)

I am an ACO Participant and, as such, I am a Tax Identification Entity ("TIN") entity through which Provider/Suppliers bill for items and services furnished to Medicare fee-for-service beneficiaries under a Medicare billing number, and I have read that certain ACO Participant And ACO Supplier/Provider Agreement (the "Agreement") of Doctors ACO, LLC (the "Company" or the "ACO"). By executing this instrument, I agree that I will be bound by the terms and conditions of the ACO Participant And ACO Provider/Supplier Agreement, a copy of which has been provided to me, and the terms and conditions of which I certify that I have reviewed and understand (and for which I have been given the opportunity to review with legal counsel of my selection).

Further, I understand and agree that, prior to rendering any medical services to Beneficiaries (as that term is defined in the Agreement), I will review and agree to abide by the Network Participation Standards and the Financial Standards attached to and incorporated into the Agreement and to review and participate, to the extent applicable to me, in the shared savings provided to the ACO in accordance with the Financial Standards attached to and incorporated into the Agreement.

Among other things, the Agreement and its attached and incorporated Exhibits set forth my duties and obligations to provide services in a manner designed to satisfy the triple aim of better health care for the individual Beneficiaries (as that term is defined in the Agreement), better health for the population of Beneficiaries, and lower per capita cost for such care under Part A and Part B of the Medicare Program.

For The ACO Participant

_____	_____
Legal Business Name (as in PECOS)	Address
_____	_____
Authorized Signatory	City, State ZIP Code
_____	_____
Name	Business Phone
_____	_____
Title	Tax Identification Number
_____	_____
Date	Social Security No. (if Solo Practice)

SIGNATURE PAGE FOR ACO PROVIDERS/SUPPLIERS (Billing Through TIN)

I am an ACO Provider/Supplier and, as such, I am a provider or supplier enrolled in Medicare that bills for items and services furnished to Medicare fee-for-service beneficiaries under a Medicare billing number assigned to the Tax Identification Number of an ACO participant (the "ACO Participant") of Doctors ACO, LLC (the "Company"), and I have read that certain ACO Participant And ACO Supplier/Provider Agreement (the "Agreement") between the Company and the ACO Participant with which I am associated. By executing this instrument, I agree that I will be bound by the terms and conditions of the ACO Participant And ACO Provider/Supplier Agreement, a copy of which has been provided to me, and the terms and conditions of which I certify that I have reviewed and understand (and for which I have been given the opportunity to review with legal counsel of my selection).

Further, I understand and agree that, prior to rendering any medical services to Beneficiaries (as that term is defined in the Agreement), I will review and agree to abide by the Network Participation Standards that are attached to and incorporated into the Agreement and to review and participate, to the extent applicable to me, in the shared savings provided to the ACO in accordance with the Financial Standards attached to and incorporated into the Agreement.

Among other things, the Agreement and its attached and incorporated Exhibits set forth my duties and obligations to provide services in a manner designed to satisfy the triple aim of better health care for the individual Beneficiaries (as that term is defined in the Agreement), better health for the population of Beneficiaries, and lower per capita cost for such care under Part A and Part B of the Medicare Program.

For The ACO Provider/Supplier

_____	_____
Legal Name	Address
_____	_____
Authorized Signatory	City, State ZIP Code
_____	_____
Name	Business Phone
_____	
Title	
_____	
Date	