

CLINICAL INTEGRATION GROUP PARTICIPATION ADDENDUM

This CLINICAL INTEGRATION GROUP PARTICIPATION ADDENDUM (the “**Addendum**”) shall be effective as of the First day of _____, 20__ (the “**Addendum Effective Date**”) by and between MCHP and Group.

WHEREAS, the Parties have entered into a Physician Group Services Agreement dated _____ pursuant to which Group is a member of the MCHP provider network (the “**Agreement**”); and

WHEREAS, MCHP is creating a clinically integrated network of providers to improve the overall quality and efficiency of health care (“**Clinical Integration Program**”); and

WHEREAS, MCHP and Group desire to arrange for Participating Physicians to provide Physician Services to Members to assure that MCHP has a collaborative and interdependent network of Participating Groups and Participating Physicians to implement the Clinical Integration Program.

NOW, THEREFORE, in consideration of the above premises and covenants hereinafter set forth, it is hereby mutually agreed by and between the Parties as follows:

I. PARTICIPATION

1.1 Clinical Integration Program. The Clinical Integration Program is an active and ongoing program to evaluate and modify practice patterns by Participating Physicians and create a high degree of interdependence and cooperation among Participating Physicians to control costs and ensure quality. Groups that participate in the Clinical Integration Program (“**CI Groups**”) will adopt and use clinical protocols based upon evidence-based practice guidelines, and coordinate treatment and share clinical information among CI Groups. MCHP and Payors will enter into either service agreements, or addenda to existing agreements, for clinically integrated health care services for Members provided by CI Groups (“**Clinical Integration Customer Agreements**”).

1.2 Physician Participation. All physicians practicing with Group and that are Group Physician members of MCHP, including employees and independent contractors who provide services to Members of Payors with which MCHP has entered into a Clinical Integration Customer Agreement, shall participate in the Clinical Integration Program (“**CI Participating Physicians**”). Attached as Exhibit A is a list of Group’s CI Participating Physicians. Group shall update such list whenever physicians join or leave Group. MCHP will notify Group of any CI Participating Physician who practices with the Group with regard to compliance issues based on established policies and procedures of MCHP.

1.3 Pay for Performance Agreements. Only CI Participating Physicians shall be offered the opportunity to participate in pay for performance agreements (“**P4P Agreements**”) entered into after the Addendum Effective Date. There may be occasions where participation in a specific P4P Agreement is retroactive and new CI Physicians will be eligible to participate. These exceptions may be Payor or MCHP specific. There may be occasions where eligibility is determined by a Payor. Some P4P Agreements will request that CI Physicians formally opt out

if they do not want to participate. CI Physicians would be notified and provided reasonable time to respond.

1.4 Clinical Integration Customer Agreements. Group shall have the opportunity to participate in MCHP Clinical Integration Customer Agreements. Group authorizes MCHP to negotiate, on its behalf, subject to all applicable law including antitrust, the terms and conditions, including rates, for Covered Services that Group provides under Clinical Integration Customer Agreements. Where (i) MCHP enters into an agreement for a product on behalf of the Clinical Integration Program and (ii) Group agrees to participate, then Group shall terminate (a) any direct agreement with a Payor for such product, and (b) any Payor agreement entered into through the messenger model for such product. There may be instances where MCHP manages the P4P Agreement for the Payor and the Group maintains their direct agreement with the Payor. This is a common method. Physician financial rewards may come from MCHP or the Payor.

Clinical Integration Customer Agreements may provide for a variety of rate structures, including fee-for-service, bonuses, with-holds, time-based payments, conventional or alternative global payments and bundled payments. Bonuses may be paid, or with-holds returned, at such time as certain quality and/or efficiency goals or other legal metrics have been achieved (all, collectively, “**CI Payments**”). Group authorizes MCHP to negotiate, allocate, and pay or cause to be paid CI Payments in accordance with MCHP standards, criteria and methodologies applied consistently in accordance with direction from the MCHP Board of Directors. MCHP may choose to increase the fee schedule rather than pay any excess CI Payments directly to Group. Group agrees that CI Payments constitute payment in full by Payor for Covered Services provided by Group pursuant to the applicable Clinical Integration Customer Agreement.

1.5 Quality Improvement and Utilization Management. Group and CI Participating Physicians shall abide by and comply with any quality improvement, safety, disease management and utilization management programs, processes and procedures and the related clinical protocol standards and other requirements of the Clinical Integration Program. All such plans and requirements of the Clinical Integration Program, as now in effect and as may be amended from time to time, are incorporated into this Addendum by reference. These plans and requirements may differ significantly from those quality improvement or utilization management programs currently in place under the Agreement. Physician shall be notified in advance of any such changes or revisions.

1.6 Program Development. Group and CI Participating Physicians shall actively participate in the development and implementation of the Clinical Integration Program including, but not limited to, participation on committees upon request of MCHP.

MCHP Clinical Integration Program committee participation may include: development and review of clinical protocols, review of CI Participating Physicians’ compliance with the plans and requirements of the Clinical Integration Program, evaluation of information technology, and Payor contracting. CI Participating Physicians are encouraged to provide feedback on current and potential clinical protocols.

1.7 Education. Each Participating Physician shall meet Clinical Integration Program training requirements as provided in MCHP written policies and procedures. Examples of educational programs include clinical integration, quality care, risk management, and HIPAA compliance. CI Participating Physicians shall participate in the Clinical Integration Program annual meeting. MCHP may amend policies and procedures from time to time and shall provide

Group with reasonable advance notice of such revised policies and procedures and reasonable assistance to satisfy those revised policies and procedures.

1.8 Medical Referrals. Group shall refer Members to hospitals, physicians, groups, or other health professionals or facilities participating in the Clinical Integration Program (“**CI Providers**”) whenever medically reasonable, except as otherwise set forth herein. If (i) no CI Provider provides the necessary health care services, (ii) the patient expresses a preference for a non-CI Provider, (iii) a specific referral to a non-CI Provider is otherwise required or permitted by a Payor contract, or (iv) in the judgment of the CI Participating Physician, referral to a CI Participating Provider is not in the patient’s best medical interests, then MCHP shall waive the in-network referral requirement. Advance or pre-approval of an out-of-network referral may be required under certain Clinical Integration Customer Agreements.

II. INFORMATION SHARING

2.1 Electronic Health Records and Internet. Group and each Participating Physician shall have high speed internet access and an active email address and shall utilize the MCHP-designated patient registry. The Patient Registry Agreement attached as Exhibit B shall be incorporated into and made a part of this Addendum.

2.2 Payor Report Cards. Group shall furnish to MCHP, or assist MCHP in accessing, Group’s provider or performance data that a Payor may create and/or maintain, consistent with law and/or other Payor agreement. Any information disclosed under this section shall be used for the sole purpose of the Clinical Integration Program. MCHP shall not disclose provider or performance profiles in a manner that identifies Group or any Participating Physician without prior written consent of Group or the Participating Physician.

2.3 Clinical Data. Group shall provide clinical data to MCHP, as well as all other information related to quality outcomes and the Clinical Integration Program, in the format required by MCHP. MCHP may audit the validity of clinical data or other information at any time during the term of this Addendum. Data may be used for the following purposes:

- (a) To demonstrate quality care and savings to Payors that have entered into Clinical Integration Customer Agreements with MCHP;
- (b) To reward the achievement by the Clinical Integration Program of certain quality improvement, utilization management, disease management, clinical care and other benchmarks;
- (c) To monitor Group’s compliance with clinical protocols;
- (d) To provide Group with benchmark reports to aid in quality improvement and other processes;
- (e) To enhance MCHP’s data set for use in future initiatives; and
- (f) Other initiatives of MCHP or Group to improve health care quality and efficiency, including initiatives outside of the Clinical Integration Program.

III. OBLIGATIONS OF MCHP

3.1 MCHP shall negotiate Clinical Integration Customer Agreements on behalf of CI Groups. MCHP shall coordinate the Clinical Integration Program committees and related Clinical Integration Program management to create and maintain a high-quality Clinical Integration Program.

3.2 MCHP shall provide up-to-date Pay for Performance and Clinical Integration Program policies and procedures, as well as standards of care, online at www.mchp.com.

IV. CONFIDENTIALITY PROVISIONS

4.1 HIPAA. MCHP and Group shall comply with the 1996 Health Information Portability and Accountability Act (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“**HITECH**”), and related regulations. Protected health information shared pursuant to this Addendum shall be accessed only by MCHP, Group, and the relevant Member’s Payor.

The arrangement created among Group, MCHP, and other CI Providers under the Clinical Integration Program is intended to be and shall be interpreted as an Organized Health Care Arrangement as defined in the HIPAA regulations at 45 C.F.R. § 160.103.

4.2 Competitively Sensitive Information. Group shall not share rates or any other competitively sensitive information related to the Clinical Integration Program with non-participating groups or physicians. Group shall require any consultants, accountants or other third parties with access to competitively sensitive information to maintain the confidentiality and integrity of such information. Group shall abide by established MCHP written policies and procedures regarding treatment of competitively sensitive information.

V. COMPLIANCE, TERM AND TERMINATION

5.1 Compliance. Group shall comply with Clinical Integration Program policies and procedures. If Group performs below clinical protocol targets or fails to meet any other Clinical Integration Program requirements, Group shall work cooperatively with MCHP in accordance with established MCHP written policies and procedures to develop a corrective action plan to improve performance. If after being afforded the opportunity to comply with the corrective action plan, Group fails to do so, the Addendum may be terminated pursuant to Section 5.3.

5.2 Term. This Addendum shall begin on the Addendum Effective Date and continue conterminously with the Agreement, unless earlier terminated pursuant to Section 5.3 below or pursuant to the termination provisions of the Agreement.

5.3 Termination.

5.3.1 Either Party may terminate this Addendum at any time upon ninety (90) days prior written notice to the other Party.

5.3.2 MCHP may terminate this Addendum upon sixty (60) days prior written notice to Group in the following circumstances: (i) Group Physician fails to satisfy, implement and actively participate in the Clinical Integration Program in accordance with

all terms, conditions, standards and requirements of this Addendum; (ii) Group Physician fails to cooperate with MCHP to fully implement or satisfy all requirements of a corrective action plan formulated under the Clinical Integration Program; or (iii) any other material breach of this Addendum or of any written policy or procedure of MCHP, which remains uncured for the sixty (60) day period following written notice of such breach.

5.3.3 Group may terminate this Addendum upon sixty (60) days prior written notice to MCHP for material breach of this Addendum, which remains uncured for the sixty (60) day period following written notice of such breach, unless a longer period is required pursuant to a contract between MCHP and a Payor.

5.3.4 Upon termination of this Addendum, the Agreement shall remain in full force and effect, and the Group and the Group's CI Participating Physicians may continue to participate in MCHP Customer Agreements in accordance with the Agreement.

VI. MISCELLANEOUS

6.1 Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6.2 Capitalized terms not defined herein shall have the meaning given in the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed or caused to be executed this Addendum as of the date first written above.

GROUP NAME: _____
an Ohio _____
[organization type]

MOUNT CARMEL HEALTH PARTNERS,
LLC an Ohio Limited Liability Company

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Title: VP of Clinical Performance

Date: _____

Date: _____

TAX ID#: _____

GROUP CI EFFECTIVE DATE: _____

NPI#: _____

PHYSICIAN CI ID#'S LISTED BELOW:

EXHIBIT A

CI Participating Physicians

1. [_____]

EXHIBIT B

PATIENT REGISTRY

WHEREAS, the parties have entered into a Clinical Integration Group Participation Addendum (“**Addendum**”) dated _____, 201_, pursuant to which Physician(s) agreed to participate in the Clinical Integration Program;

WHEREAS, under each Addendum, Physician(s) must use the MCHP-designated patient registry; and

WHEREAS, MCHP has acquired by license from MedVentive Inc. (“**MedVentive**”) the various components necessary to operate a point of care patient registry and a data reporting tool (“**Patient Registry**”) as more fully described herein.

In consideration of the foregoing and the mutual covenants and agreements herein, the parties agree as follows:

1. REGISTRY ITEMS AND SERVICES

a. Subject to the terms of this Exhibit, MCHP grants Physician(s) the right to use the Patient Registry at Physician(s)’ designated office locations. The Patient Registry to be provided by MCHP to Physician(s) under this Exhibit includes (i) condition-specific registries that track patients with selected conditions; (ii) views that show data for the selected condition for each patient, including clinical events and lab results; (iii) clinical guidelines (events/tests) and identifies patients that are out of compliance with such clinical guidelines; (iv) an intuitive interactive screen to view each patient’s data and compliance status; (v) processes that remove ineligible patients from the registry and records a reason for such removal; (vi) processes that add updated events and lab data; (vii) processes that record if follow up tests have been scheduled; and (viii) processes that log contacts with the patient.

b. Physician(s) acknowledge(s) that Physician(s) will be responsible for providing all hardware, connectivity and infrastructure to operate the Patient Registry at Physician(s)’ designated office locations and for ensuring that all existing hardware and Internet service provider(s) will support the items and services provided hereunder, defined as broad band Internet access and a computer with Internet Explorer 6.0 or higher.

c. Physician(s) agree to provide MCHP thirty (30) days’ advance written notice of (i) any addition or change of designated office locations and (ii) any changes to the physician practice management system.

2. COSTS

MCHP will pay MedVentive for the fees for each component of the Patient Registry except for the cost of reporting data to the Centers for Medicare and Medicaid Services under the Physician Quality Reporting System (“**PQRS**”), which cost shall be paid in full by Physician(s) utilizing the Patient Registry for the electronic submission of such PQRS data. The parties acknowledge that all fees charged hereunder are commercially reasonable and consistent with fair market value. Costs for the PQRS reporting are available from MCHP.

3. MCHP REPRESENTATIONS AND WARRANTIES.

MCHP represents and warrants:

a. It has all rights necessary for it to enter into this Exhibit. MCHP DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PATIENT REGISTRY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;

b. The amount or nature of the Patient Registry is not determined in a manner that takes into account the volume or value of referrals or other business generated between the parties; and

4. PHYSICIAN(S) REPRESENTATIONS AND WARRANTIES.

Physician(s) represent(s) and warrant(s) that the amount or nature of the Patient Registry is not determined in a manner that takes into account the volume or value of referrals or other business generated between the parties.

5. LIMITATION OF LIABILITY.

a. MCHP WILL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS EXHIBIT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ANY EVENT, THE LIABILITY OF MCHP TO PHYSICIAN(S) FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY OR ON BEHALF OF PHYSICIAN(S) PURSUANT TO THIS AGREEMENT.

b. Physician(s) acknowledge(s) that certain representations and warranties pertaining to the Patient Registry licensed by MCHP are made by MedVentive in the license agreement and that Physician(s) is (are) a third party beneficiary with respect to such representations and warranties. Physician(s) further acknowledge(s) and agree(s) that (i) MedVentive is not a party to the Exhibit; and (ii) with respect to any MedVentive representations or warranties, Physician(s)' sole remedy for a breach thereof shall be against MedVentive, and MCHP shall under no circumstances have any liability with respect to such representations and warranties.

6. INSTALLATION, TRAINING AND OPERATION

a. MCHP will provide initial installation and training services in connection with the Patient Registry.

b. Physician(s) agree to reasonably participate in such implementation and training. Further, Physician(s) agree to participate reasonably in acceptance testing of the Patient Registry, as requested.

c. MCHP will provide ongoing operational support of the Patient Registry including any updates, maintenance, technical support and training.

7. INDEMNIFICATION.

Notwithstanding the limitations of liability in Section 5, each party agrees to indemnify and defend the other party and its directors, affiliates, officers, employees, and agents (the “**Indemnitees**”) from and against any and all third-party actions, claims, lawsuits, demands or prosecutions that may be brought or instituted (each a “**Claim**”) and all resulting damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively, the “**Losses**”) resulting from or attributable to (i) such party’s failure to comply with applicable laws and regulations in connection with its performance hereunder; and/or (ii) the negligence or willful misconduct of such party or its employees, agents and consultants. In the event any such Claim is made, the party seeking indemnification shall promptly notify the other party in writing of such Claim, shall cooperate fully with the indemnifying party in the defense of such Claim, and shall permit the indemnifying party to defend and settle any such Claim in its sole discretion.

8. TERM AND TERMINATION

a. The term of this Exhibit shall commence upon the date Physician(s) have full access to the Patient Registry and continue until terminated as described herein.

b. This Exhibit will terminate upon (i) termination of the Addendum, or (ii) termination of the license agreement with MedVentive for the Patient Registry.

c. In the event that Physician(s) or Physician(s)’ employees use the Patient Registry in an improper fashion or engage in conduct that could give rise to a breach of this Exhibit, MCHP and MedVentive have the right, in addition to its other rights and remedies, exercisable with five (5) days written notice to the Physician(s), to suspend all access to the Patient Registry until such improper use or conduct is cured.

9. SURVIVAL OF TERMS.

Termination or expiration of this Exhibit for any reason will not release either party from any liabilities or obligations set forth in this Exhibit which (a) the parties have expressly agreed will survive any such termination or expiration or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.