

**CLINICAL INTEGRATION PHYSICIAN PARTICIPATION AGREEMENT**

This **CLINICAL INTEGRATION PHYSICIAN PARTICIPATION AGREEMENT** (“**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the “**Effective Date**”), between Kettering Physician Partners, LLC (“**CIN**”), and \_\_\_\_\_ [insert name of individual participating physician, physician group practice or other health care provider], and, if a physician group practice, by and on behalf of each physician or provider of the physician group practice (collectively referred to herein as “**Physician(s)**”), whose primary office address is \_\_\_\_\_ (herein referred to individually as “**Party**” or, collectively, as “**Parties**”).

**PREAMBLE**

The goal of CIN is to lay the foundation for participating physicians and Kettering Health Network to develop a system of care aligned across the entire patient care continuum which will result in seamless high quality and high value care – safe, timely, effective, efficient and patient focused.

CIN will partner with Kettering Health Network physicians, hospitals and ambulatory care sites in order to create a single voice for interaction with our patient, business partner and payer communities on behalf of CIN. Through this effort, CIN will be recognized nationally for the transformation of the delivery of health care in the communities we serve.

**RECITALS**

**WHEREAS**, CIN uses its best efforts to provide a network of participating providers to managed care organizations, employers and other payors (individually as “**Payor**” or, collectively, as “**Payors**”) through contracts entered by CIN;

**WHEREAS**, CIN physicians are clinically integrated and mutually interdependent providers that seek to control health care costs, improve health outcomes and ensure quality of care in part resulting from collective negotiations undertaken by CIN on behalf of those CIN physicians (“**Clinical Integration**” or “**Clinically Integrated**”);

**WHEREAS**, Physician wishes to participate in the network of Clinically Integrated providers provided by CIN to Payors with which CIN contracts for the provision of covered health care services;

**WHEREAS**, absent Clinical Integration, CIN would face legal barriers to its ability to collectively negotiate with Payors on behalf of CIN providers, including Physician;

**WHEREAS**, CIN and Physician wish to contract with one another to their mutual benefit, and CIN seeks from Physician certain conditions of physician membership, and Physician wishes to agree to such conditions of physician membership, and Physician seeks from CIN certain services and CIN desires to provide such services, to ensure appropriate Clinical Integration in accordance with guidance on clinical integration established by the Federal Trade Commission and the Department of Justice;

**WHEREAS**, Physician and CIN recognize that CIN’s intended quality of care improvements present significant opportunities in the areas of cost containment, marketing and contracting for both inpatient and outpatient health care services; and

**WHEREAS**, CIN and Physician seek to set forth the terms and conditions under which Physician and other participating providers will support and participate with CIN in the provision of the Clinically Integrated services.

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and promises contained herein, the Parties agree as follows:

**SECTION 1**  
**CIN Policies and Procedures**

All capitalized terms not otherwise defined in this Agreement shall have the meaning as defined in the regulations, rules, policies and procedures that have been or will be enacted by CIN, and may be amended from time to time, including, but not limited to, CIN Clinical Integration policies and procedures, including compliance and sanctions requirements, and credentialing policies (collectively, “**CIN Policies and Procedures**”).

**SECTION 2**  
**Organized Health Care Arrangement Designation**

As part of its activities, CIN and Physician agree and understand that CIN will engage in utilization review activities and quality assessment and improvement activities. CIN and Physician acknowledge that their participation in CIN includes participation in an Organized Health Care Arrangement (“**OHCA**”), as defined in the Health Insurance Portability and Accountability Act (“**HIPAA**”) regulations, 45 C.F.R. § 160.103. Participating Integrated Health Network (as this term is defined in CIN’s Operating Agreement) and Physicians hereby designate that CIN shall be deemed an OHCA and the physicians affiliated with CIN shall be participants in the OHCA. As part of an OHCA, Participating Integrated Health Network and Physician may disclose protected health information to other participating providers in CIN and to CIN as a HIPAA business associate (as defined in 45 C.F.R. § 160.103) (see Section 7(K)), for any health care operations (as defined in 45 C.F.R. § 164.501) of CIN, except as otherwise prohibited by HIPAA or any other state or federal law or regulation.

**SECTION 3**  
**CIN Purpose**

CIN is an organization of clinically integrated health care providers which has as its purposes:

- A. To function as a Clinically Integrated organization and to promote quality, cost-effective health care services by arranging health care services for members of the community;
- B. To support the development of new health care services and products for the community;
- C. To more effectively market needed health care services in the community;
- D. To accomplish all objectives through the joint, cooperative action of CIN providers;
- E. To provide a comprehensive panel of Clinically Integrated providers in those Payor agreements with which CIN contracts; and
- F. To transact any and all other business which an Ohio limited liability company may do.

**SECTION 4**  
**Group Members**

If Physician is a ‘physician group’ that is a member of CIN (“**Group Member**”), Group Member agrees to identify each individual participating physician or provider of Group Member at Attachment A hereto. Group Member and each individual participating physician or provider of the Group Member hereby agree that the requirements of this Agreement are binding upon each individual participating physician or provider of Group Member and each individual participating physician or provider of Group Member agrees to comply with the terms of this Agreement. CIN agrees to adhere to the terms of this Agreement with respect to each individual participating physician or provider of Group Member. Group Member shall update Attachment A within thirty (30) days of any such event which causes Attachment A to be out-of-date.

If Physician is a Group Member, this Agreement shall remain in effect until none of the individual participating physicians or providers of Group Member identified in Attachment A hereto participate in CIN, or the Agreement is otherwise terminated pursuant to Section 17.

If Physician is an individual participating physician or provider of CIN, then only Physician shall be listed in Attachment A.

**SECTION 5**  
**Physician Membership Categories and CIN Payor Contracting**

- A. **CIN Payor Contracting.** CIN will pursue contracting opportunities involving innovative mechanisms for health care delivery and payment with Payors on behalf of its participating providers as further described below (such contracts are collectively referred to herein as “**Payor Contract(s)**” or as “**CIN Payor Contract(s)**” when CIN has entered into such Payor Contract on behalf of its participating providers).
- B. **Physician Membership Categories and Payor Contracting.**
1. In accordance with the process set forth in Section 5(C) of this Agreement, Physician shall elect to participate in CIN by selecting one or more membership categories (“**Membership Categories**”). Physician’s Membership Categories election determines the types of CIN Payor Contracts in which Physician has chosen to participate.
  2. For purposes of clarification, if Physician is a Group Member, the Membership Categories election applies to and is binding upon each individual participating physician or provider of Group Member identified in Attachment A of the Agreement, as updated from time to time (i.e., all providers in a physician group shall have the same Membership Categories).
  3. All physician members participate in CIN Base Participation Contracts and CIN Direct-to-Employer Contracts as defined and further set forth herein.
    - (i) “CIN Base Participation **Contracts**” are defined as Payor Contracts that establish a payment program relating only to the achievement of specified clinical quality, cost and/or other performance goals and not to the payment of the base fee for Physician’s provision of professional items or services to patients (e.g., they do not impact Physician’s fee-for-service rate). Examples of Base Participation Contracts include, but are not limited to, value-based bonus arrangements and

shared savings initiatives, such as the KHN Employee Healthplan. When a Base Participation Contract has been entered into by CIN, it is referred to as a “**CIN Base Participation Contract.**”

- (ii) “**Direct-to-Employer Contracts**” are defined as newly negotiated Payor Contracts with an employer’s self-funded health benefits plan that govern the base fee for Physician’s provision of professional items or services. A Direct-to-Employer Contract may also contain an incentive component related to the achievement of specified clinical quality, cost and/or other performance goals including, without limitation, value-based bonus arrangements and shared savings initiatives. When a Direct-to-Employer Contract has been entered into by CIN, it is referred to as a “**CIN Direct-to-Employer Contract** A “**Base Participation Contracting Member**” elects to be bound to, provide care under, and otherwise adhere to the following types of Payor Contracts that have been or will be entered into by CIN (i.e., all past, present and future CIN Payor Contracts of the following types):
    - (i) CIN Base Participation Contracts; and
    - (ii) CIN Direct-to-Employer Contracts.
4. A “**Commercial Fee-for-Service Contracting Member**” elects to be bound to, provide care under, and otherwise adhere to the following types of CIN Payor Contracts that have been or will be entered into by CIN (i.e., all past, present and future CIN Payor Contracts):
- (i) CIN Base Participation Contracts;
  - (ii) CIN Direct-to-Employer Contracts; and
  - (iii) CIN Commercial Fee-for-Service Contracts.
6. A “**Medicare Advantage Contracting Member**” elects to be bound to, provide care under, and otherwise adhere to the following types of CIN Payor Contracts that have been or will be entered into by CIN (i.e., all past, present and future CIN Payor Contracts):
- (i) CIN Base Participation Contracts;
  - (ii) CIN Direct-to-Employer Contracts; and
  - (iii) CIN Medicare Advantage Contracts.
7. A “**Managed Medicaid Contracting Member**” elects to be bound to, provide care under, and otherwise adhere to the following types of CIN Payor Contracts that have been or will be entered into by CIN (i.e., all past, present and future CIN Payor Contracts):
- (i) CIN Base Participation Contracts;
  - (ii) CIN Direct-to-Employer Contracts; and
  - (iii) CIN Managed Medicaid Contracts.

8. A “**Bundled Payment Contracting Member**” elects to be bound to, provide care under, and otherwise adhere to the following types of CIN Payor Contracts that have been or will be entered into by CIN (i.e., all past, present and future CIN Payor Contracts):
- (i) CIN Base Participation Contracts;
  - (ii) CIN Direct-to-Employer Contracts; and
  - (iii) CIN Bundled Payment Contracts, subject to acceptance by CIN.
9. A “**Comprehensive Primary Care Contracting Member**” elects to be bound to provide care under, and otherwise adhere to the following types of CIN Payor Contracts that have been or will be entered into by CIN (i.e., all past, present and future CIN Payor Contracts):
- (i) CIN Base Participation Contracts;
  - (ii) CIN Direct-to-Employer Contracts; and
  - (iii) CIN Comprehensive Primary Care Contracts, subject to acceptance by CIN.

With respect to those Physicians who only participate as a Comprehensive Primary Care Contracting Member, the one (1) year term discussed in Section 17(A) shall not apply. Instead, this Agreement shall be for a term of five (5) years. Additionally, with respect to those Physicians who only participate as a Comprehensive Primary Care Contracting Member, there shall be no right, by either Party to terminate this Agreement prior to the end of the five (5) year term at any time without cause by giving ninety (90) calendar days’ notice to the other Party, despite the language in Section 17(B) and 17(C). Furthermore, unless otherwise agreed to by the Parties, each Physician shall be a distinct sub-group or pod for CIN Comprehensive Primary Care Contracts upon which separate **payment calculations shall apply.**

10. A “**KPP Alliance Network Contracting Member**” elects to be bound to provide care under, and otherwise adhere to the following types of CIN Payor Contracts that have been or will be entered into by CIN (i.e., all past, present and future CIN Payor Contracts).
- (i) CIN Base Participation Contracts;
  - (ii) CIN Direct-to-Employer Contracts; and
  - (iii) KPP Alliance Network Contracts.

A “**KPP Alliance Network Contract**” means a CIN Payor Contract which includes reimbursement rates for the provision of health care services (e.g., fee-for-service reimbursement) and does not also include an incentive payment program relating to the achievement of specified clinical quality, cost and/or other performance goals.

**C. Membership Categories Election Process.**

1. **Default Status.** Unless Physician elects to participate in additional membership categories pursuant to this Section 5(C), Physician shall be an Base Participation Contracting Member only.
2. **Membership Categories Election.**
  - (i) Upon initial execution of this Agreement, Physician shall have the opportunity to participate in numerous membership categories. Physician shall indicate which membership categories he/she desires to participate in by completing the Election of Membership Categories form found in Attachment B (or a version of such form as is modified from time to time by CIN). By signing the Election of Membership Categories form, Physician agrees to be bound to, provide care under and otherwise adhere to each Payor Contract entered into by CIN within such Membership Categories. Physician agrees that CIN may act as his/her agent in negotiations with Payors for contracts with such Payors. Accordingly, when CIN enters into a Payor Contract that corresponds to Membership Categories in which Physician participates, Physician does not retain any contracting authority to separately negotiate, execute or be bound by a contract with the *same* Payor that is the same or substantially the same as the CIN Payor Contract. This applies to payor contracts that Physician may enter into (or previously entered into) directly or through another organization. For all membership categories except Bundled Payment Contracting Member and Comprehensive Primary Care Contracting Member, Physician's status shall become effective on the date this Agreement and the Election of Membership Categories form are executed. Participation as a Bundled Payment Contracting Member and/or Comprehensive Primary Care Contracting Member is subject to CIN approval depending upon credentialing and provider staffing needs and requirements.
  - (ii) Physician will have the opportunity to change membership categories on an annual basis within the last sixty (60) business days of each calendar year ("**Annual Election Period**") by completing and submitting the Election of Membership Categories form found in Attachment B (or a version of such form as is modified from time to time by CIN). If Physician elects to change membership categories during the Annual Election Period, Physician's status shall become effective on January 1 of the next calendar year (e.g., if Physician submits the form on November 20, 2015, the election shall be effective January 1, 2016). Participation as a Bundled Payment Contracting Member and/or a Comprehensive Primary Care Contracting Member is subject to CIN approval depending upon credentialing and provider staffing needs and requirements. Additionally, Comprehensive Primary Care Contracting Members are required to participate for a five (5) year term.
  - (iii) If a Physician fails to submit the Election of Membership Categories form upon execution of this Agreement or during an Annual Election Period, Physician shall be or remain classified as an Base Participation Contracting Member or previously selected membership categories, as applicable, until Physician elects otherwise in accordance with this Section 5(C).

- (iv) If a Physician withdraws from Membership Categories and resumes Base Participation Contracting Member status only, all other existing CIN Payor Contracts shall terminate automatically with respect to Physician. Additionally, any terms and conditions of terminating such CIN Payor Contracts that are expressly or by their nature intended to remain in effect following termination shall so remain, including, without limitation, those relating to the continued treatment of a patient until an orderly transition of care can be arranged. For clarification, upon resuming Base Participation Contracting Member status, Physician shall continue to participate in and be bound by, all CIN Direct-to-Employer Contracts and CIN Base Participation Contracts.
- (v) Except with respect to CIN Base Participation Contracts and CIN Direct-to-Employer Contracts, upon Physician's receipt of the terms of any CIN Payor Contract, if Physician has a pre-existing payor contract of the type described herein, Physician shall provide written notice to CIN as soon as reasonably possible, but in no event more than ten (10) days after Physician's receipt of the terms of the applicable CIN Payor Contract. Physician shall also immediately take the necessary steps to discontinue, without penalty, Physician's obligations under the pre-existing payor contract as soon as is permissible under its terms.
- (vi) Physician's notice to CIN under Section 5(C)(2)(v) must contain the following information: (a) that Physician has a pre-existing payor contract of the type described under Section 5(B)(4-8) of this Agreement; (b) a description of Physician's rights under the payor contract to terminate or not renew the contract; (c) a description of any obligations applicable to Physician post-termination of the payor contract; and (d) an attestation that Physician is taking the necessary steps to discontinue its obligations under the payor contract as soon as is permissible pursuant to its terms.

**D. Non-Exclusive Agreement.**

**1. All CIN Members.**

- (i) Subject to the terms of this Section 5(D), nothing contained in this Agreement is intended to prevent or otherwise restrict Physician from joining or affiliating with any other health care delivery or contracting organization, or from contracting on an individual basis directly or through another organization with any Payor to provide health care services.
- (ii) As set forth in Section 5(B), when CIN enters into a CIN Base Participation Contract and/or a CIN Direct-to-Employer Contract, each Physician, regardless of Membership Categories, shall participate in and comply with the applicable terms of any such CIN Base Participation Contract and CIN Direct-to-Employer Contract so long as such CIN Payor Contract remains in effect and Physician is a member of CIN.

**SECTION 6**  
**Obligations of CIN**

- A. Contracting Efforts.** In accordance with Physician's Membership Categories, as elected by

Physician pursuant to Section 5(C) and Attachment B CIN shall serve as participating providers' agent for the purpose of soliciting offers from Payors, negotiating CIN Payor Contract terms and entering into CIN Payor Contracts on behalf of CIN participating providers.

- B. **Notification.** CIN shall provide Physician reasonable prior notification in writing or electronically of the effective date of each Payor Contract entered into by CIN. Each CIN Payor Contract shall be negotiated in accordance with the parameters set forth under CIN Policies and Procedures, including those adopted by the CIN Board of Managers ("**Board**") based on the recommendation of the CIN Finance and Contracting Committee ("**Contracting Committee**"). CIN shall post a written description summarizing the terms of a CIN Payor Contract, which at minimum shall include descriptions of the financial arrangement, the claims filing procedures, any utilization review or similar requirements and all other material terms regarding the obligations of participating providers on CIN's website prior to (and when feasible, at least thirty (30) days prior to) the CIN Payor Contract's effective date. CIN shall notify Physician in writing or electronically in accordance with Section 15(D)(2) if a CIN Payor Contract is terminated, as applicable.
- C. **Access to CI Information System.** CIN will provide Physician with access to CIN's clinical integration information system ("**CI Information System**") and will assist Physician in interfacing with the CI Information System on a regular basis.
- D. **Performance Reports.** CIN will provide Physician with periodic reports concerning Physician's individual and aggregate compliance with Performance Measures (defined below) ("**Performance Reports**").
- E. **Professional Decision-Making.** CIN acknowledges that Physician is solely responsible for the professional decisions, judgments, treatments, diagnoses and services delivered to a "**Covered Person**." A Covered Person is defined as a subscriber, enrollee, beneficiary, insured or any other person who is eligible to receive benefits under a CIN Payor Contract. CIN shall use its best efforts to enter into contracts with Payors that do not intervene in any way or manner with the rendition of health care services by Physician. CIN is not responsible for the provision of health care services by Physician. Neither CIN nor any of its officers, managers, employees, agents or other representatives shall be liable or responsible in any way to any party or person for any act or omission of Physician in connection with the rendering of health care services by Physician.
- F. **Administrative Requirements.** CIN shall provide assistance to Physicians in their active and good faith adherence to evidence-based clinical performance measures, quality benchmarks, practice guidelines and protocols, utilization control mechanisms, and case and disease management programs, if applicable, and updates thereto, and other Clinical Integration goals established and modified from time to time by CIN (collectively "**Performance Measures**"). CIN will provide Physician and Physician's staff with educational opportunities and tools regarding CIN, including the CI Information System. CIN shall also facilitate and actively participate, in a timely manner, in data collection and monitoring efforts for the purpose of monitoring the performance of Physicians in relation to the Performance Measures; CIN oversight and operational functions; selection, development and implementation of Performance Measures; reporting by Physicians concerning all patient and medical care data being provided by Physicians, to and through the CI Information System; promoting satisfactory performance of Physicians pursuant to recommendations regarding such Physician's practice patterns in accordance with CIN Policies and Procedures; and monitor and assess the performance of Physicians to ensure ongoing adherence to the goals of CIN.

- G. **Investment of Time.** CIN shall invest in good faith the necessary cooperation and time to ensure compliance with applicable Performance Measures and make other sufficient initial and ongoing human investments in CIN, including, but not limited to, the CI Information System, to help ensure sufficient Clinical Integration.
- H. **Other Obligations.** CIN shall comply with such other obligations as the Board may from time to time determine.

**SECTION 7**  
**Obligations of Physician**

- A. **Provision of Medically Necessary Services.** Physician shall provide medically necessary covered services, as defined in the applicable CIN Payor Contract, to Covered Persons, to the extent that such services are customarily provided by Physician and Physician has the present capacity to provide such services. Physician shall provide covered services to a Covered Person in the same manner in which he or she provides those services to all other individuals receiving services from Physician, subject to any limitations in the applicable CIN Payor Contract. Physician shall not differentiate or discriminate in the treatment of or in the quality of services delivered to Covered Persons on the basis of race, color, national origin, religion, ancestry, marital status or source of payment.
- B. **Referrals.** In order to better manage patient care and medical outcomes, provide Payors with an identifiable provider panel and otherwise support CIN, Physician agrees to refer Covered Persons exclusively to other CIN physicians and providers unless referral other than to a CIN physician or provider is: (1) in the professional judgment of Physician, medically appropriate and/or cost appropriate; (2) in the best interest of the Covered Person served; (3) independently selected by a Covered Person; or (4) otherwise required by the Covered Person or the Covered Person's health plan or insurance coverage.
- C. **New Patients and Referral Acceptance.** In accordance with medical appropriateness, applicable CIN Payor Contracts and CIN Policies and Procedures, Physician agrees to accept new patients and to accept referrals of Covered Persons from other CIN physicians and participating providers. Provisions shall exist for Physician to close its practice to new patients associated with certain Membership Categories, without discrimination, and to address an individual patient's disruptive behavior. Physician further agrees to give CIN sixty (60) calendar days' prior written notice if Physician intends to cease accepting new patients under this Agreement, and to give CIN fifteen (15) calendar days' prior written notice if Physician intends to begin accepting new patients again.
- D. **Quality of Services.** In providing covered services to Covered Persons under this Agreement, Physician agrees that he/she shall (1) use diligent efforts and professional skills and judgment, (2) perform professional and supervisory services and render care to Covered Persons in accordance with and in a manner consistent with customary and recognized standards of the medical profession, and (3) conduct him/herself in a manner consistent with the Code of Medical Ethics of the respective professional association.
- E. **No Responsibility for the Activities of CIN or Providers.** Physician agrees that this Agreement shall not be construed or considered to be a contract between Physician and any other CIN provider, nor shall it constitute an agreement that Physician may act as agent for any other CIN provider or impose any liability upon any other CIN provider by reason of any act or acts of omission or commission on the part of Physician, nor shall Physician incur any liability by reason of any act or

acts of omission or commission of any other CIN provider. By virtue of executing this Agreement, Physician shall not be liable or responsible in any way to any party or person for any act or omission of CIN in connection with such activities of CIN.

- F. **Party to CIN Payor Contracts.** In accordance with Physician's Membership Categories, as elected by Physician pursuant to Attachment B Physician agrees to be bound to, provide care under and otherwise adhere to each applicable CIN Payor Contract. Physician agrees that CIN shall act as Physician's agent in negotiations with Payors for the purpose of negotiating and entering into CIN Payor Contracts on Physician's behalf that are applicable to Physician's Membership Categories. Physician agrees to execute such other documents as may be reasonably necessary from time to time to evidence or confirm the delegation of contracting authority to CIN or to otherwise implement this Agreement. Physician shall be obligated to provide services pursuant to an applicable CIN Payor Contract for the entire term of such contract under normal circumstances. For good cause, the Board may permit early termination of Physician's participation and obligations under a specific CIN Payor Contract in its discretion, upon the request of a Physician and a showing of good cause, pursuant to the terms of that CIN Payor Contract.
- G. **Provision of Information to Payors.** Physician requests and authorizes CIN to provide information on Physician's CIN membership and credentialing criteria to potential Payors with which CIN negotiates contractual opportunities on behalf of its participating providers.
- H. **No Minimum Number of Covered Persons to Utilize Physician Services.** Physician agrees that there is no guarantee that a minimum number of any Payor's Covered Persons will utilize the services of Physician.
- I. **Clinical Activity Level.** Unless otherwise agreed to by the Board, Physician agrees to maintain a sufficient and representative level of clinical activity to allow CIN to evaluate Physician's clinical competency, quality of care and efficiency of practice.
- J. **Compliance with Policies and Procedures.** Physician shall continuously comply with all CIN Policies and Procedures and otherwise maintain a practice consistent with the mission, visions, goals and objectives of CIN as set forth in this Agreement and CIN Policies and Procedures. Physician agrees that physician membership in CIN can be sanctioned and/or terminated for Physician's failure to comply with the terms and conditions of this Agreement and/or all CIN Policies and Procedures. CIN shall post all CIN Policies and Procedures and all changes in CIN Policies and Procedures on a website accessible by Physician. Changes in CIN Policies and Procedures shall become effective without amendment of this Agreement as of the date determined by the Board or a CIN executive with Board-delegated authority, which, absent urgent circumstances, such as a change in law or regulatory interpretation, shall be not less than thirty (30) days after the date CIN posted the change on a website accessible by Physician.
- K. **HIPAA Documentation.** Physician shall execute CIN's HIPAA Business Associate Contract and comply with federal and state law applicable to the disclosure of Confidential Information, as defined in Section 16, and patient information.
- L. **Conflicts of Interest.** Physician shall comply with CIN's Conflicts of Interest Policy, including, but not limited to, certain disclosure requirements and/or non-competition requirements set forth therein.

- M. **Medical Records.** Physician shall ensure prompt, accurate and complete documentation in the applicable patient medical record of all Covered Services provided under CIN Payor Contracts, in compliance with applicable industry professional standards, state and federal laws and regulations and CIN Policies and Procedures.
- N. **Other Obligations.** Physician shall comply with such other participation obligations as the Board may from time to time determine.

**SECTION 8**  
**Credentialing**

- A. **Cooperation in Credentialing Activities.** Physician hereby signifies Physician's willingness to cooperate with CIN credentialing and re-credentialing activities, including but not limited to those undertaken pursuant to CIN's delegated credentialing authority in conjunction with CIN Payor Contracts, which may include but not be limited to appearing for interviews, as requested, in regard to CIN providers' credentials and authorize CIN, its contracting agencies and their representatives to consult with administrators and members of the medical staff of hospitals or institutions and professional organizations with which CIN providers have been associated and with all others, including but not limited to past and present malpractice carriers, who may have information bearing on CIN providers' professional competence, character and ethical qualifications. Physician also hereby authorizes Physician's professional liability insurance carrier to release Physician's malpractice loss history and certificate of insurance to CIN or its authorized representatives.
- B. **Consent to Primary Source Verification and Release of Information.** Physician hereby further consents to CIN performance of primary source verifications and to the release, provision and inspection by CIN, its contracting organizations and their representatives of all records and documents, including patient medical records, at hospitals and institutions, that may be material to an evaluation of Physician's professional qualifications and competence, moral and ethical qualifications for participation in CIN, and also consents to the inspection of Physician's credentialing information, as contained in Physician's medical staff office file, as appropriate. Any release of information by CIN to outside third parties will be consistent with CIN confidentiality policies and applicable law.
- C. **Release from Liability for Credentialing Activity.** Physician hereby releases from liability, CIN, its contracting organizations and their representatives for their acts performed in connection with evaluating Physician's credentials and qualifications, and Physician hereby releases from any liability any and all individuals and organizations who provide information to CIN, its contracting organizations or their representatives concerning Physician's professional competence, ethics, character and other qualifications, and Physician hereby consents to the release of such information.
- D. **Consent to Release of Information to Third Parties.** Physician hereby further authorizes and consents to the release of information by CIN to another entity with which CIN has contracted or is considering contracting and to such other entities that CIN deems appropriate and Physician hereby releases CIN from liability for so doing.

**SECTION 9**  
**Clinical Integration Duties**

With respect to CIN, Physician agrees to:

- A. **Adherence to Measures, Benchmarks, Guidelines, Etc.** Actively pursue and in good faith adhere to CIN’s evidence-based clinical performance measures, quality benchmarks, practice guidelines and protocols, utilization control mechanisms, and case and disease management programs, if applicable, and updates thereto, and other Clinical Integration goals established and modified from time to time by CIN (i.e., Performance Measures), including, but not limited to, goals related to improving quality and consistency of care; reducing costs and increasing efficiencies; speeding the adoption and common use of the CI Information System; utilizing the CI Information System; reducing the cost and burden of complying with CIN Payor Contract requirements; seeking payor reimbursement for providing quality care and for controlling the overall cost of care; improving health outcomes; and bringing to market a valuable product that could not otherwise be brought by providers working independently of each other.
- B. **Development of Performance Measures.** Participate in the selection, development, implementation and periodic modification of Performance Measures.
- C. **Investment of Time.** Invest in good faith the necessary cooperation and time, including the time of Physician’s staff, to understand and comply with the CI Information System, Performance Measures and CIN generally.
- D. **Periodic Dues.** Pay reasonable periodic dues requirements as set forth in Section 11 of this Agreement and any and all other financial requirements of participation in CIN duly adopted by the Board.
- E. **Participating in Data Collection and Monitoring Efforts.** Cooperate, facilitate and actively participate in CIN’s data collection and monitoring efforts for the purpose of monitoring Physician and participating provider performance in relation to the Performance Measures.
  - 1. **Report on a Timely Basis.**
    - (i) Report on a timely basis all applicable patient and medical data, regardless of payor, to and through the CI Information System in order to facilitate timely, complete and accurate monitoring of compliance with Performance Measures and participation in applicable disease registries. Physician agrees to report to CIN or provide CIN and its agents’ access to all applicable medical data and Physician practice information, including, but not limited to, clinical information, pharmaceutical and laboratory information, “**Encounter Data**” (as defined below) and medical records on all patients of Physician’s medical practice for inclusion in the CI Information System. Encounter Data is defined as information typically reported by a provider or supplier on a claims form for a billable interaction between patients and providers. It includes, for example, ICD-9/ICD-10 codes and CPT codes. It does not include charges, payments or other such financial information. Physician authorizes CIN to obtain applicable data from third parties, as necessary.
    - (ii) In accordance with established data governance guidelines contained within CIN Policies and Procedures, CIN’s use or disclosure of protected health information (as such terms are defined by HIPAA) will be limited to Covered Persons. As it relates to non-Covered Persons, CIN may use de-identified data for comparative or analytical purposes in compliance with HIPAA.

2. **Agreements and Documentation.** Execute agreements and/or documentation required by CIN, CI Information System vendor and/or by law for the provision of Clinical Integration data to the vendor and to abide by the terms and conditions set forth in any such documentation.
3. **Accuracy of Information.** Acknowledge that neither CIN nor its designated information technology vendor shall guarantee the accuracy of any information contained in the CI Information System as such information is self-inputted by Physician. Physician shall be responsible for the accuracy of such clinical input including proper and complete diagnosis and procedure codes. CIN shall require and ensure its designated information technology vendor promptly corrects any other flaws, inaccuracies or mistakes in the CI Information System data. CIN's selection of a designated information technology vendor shall consider the connectivity and interoperability of the vendor software and any additional hardware that may be required or otherwise recommended for optimal use of the CI Information System.
4. **EHR/Practice Management System.**
  - (i) Physician shall maintain such software and hardware within Physician's office(s) that the Board has determined to be reasonably necessary to permit appropriate interface between Physician's EHR/practice management system and the CI Information System, unless otherwise agreed to by the Board. The Board shall give reasonable consideration to alternative methods of data submission to the CI Information System that the Board, within its sole discretion, deems sufficient to monitor Physician's adherence to the goals of CIN, including Physician performance in relation to the Performance Measures. Acquisition, operation and maintenance of the aforesaid technology that is within the Physician's office shall be at the Physician's expense.
  - (ii) CIN shall acquire, operate and maintain the CI Information System at its expense, including any amounts charged by the CI Information System's vendor to collect, compile and receive Physician data.
  - (iii) The Board may adopt policies through which CIN assumes financial responsibility for certain Physician expenses related to Physician's collection, compilation and transmission of its data, such as potential interfacing charges from the Physician's EHR/practice management system vendor. However, unless and to the extent Physician is covered under such a policy, Physician shall be responsible for such expenses.
  - (iv) To the extent Physician opts to modify his or her EHR/practice management system during such Physician's participation in CIN, Physician shall be responsible for any costs necessary to integrate (or re-integrate) such modified system into the CI Information System, as applicable.
  - (v) Physician agrees to comply with any applicable requirements as set forth in the applicable information technology services agreement as entered into by CIN on Physician's behalf.

5. **Authorizations.** Authorize the following persons to share with CIN, its agents or subcontractors, data as described herein for purposes of CIN: (1) Participating Integrated Health Network and their affiliated outpatient facilities, (2) participating clinical laboratories and their affiliates, (3) business associates of any of the foregoing and (4) such other health care providers, health plans/third party payors, health care clearinghouses and business associates (all as defined in 45 C.F.R. § 160.103) as may be identified from time to time in writing by CIN.
  6. **Additional Requirements.** Facilitate the data collection and monitoring efforts described herein by maintaining internet access and being adequately integrated with the CI Information System adopted by CIN to allow Physician to electronically submit Encounter Data and clinical information to CIN; Physician further agrees that he or she shall not use the CI Information System for any purposes unrelated to CIN or appropriate patient treatment.
- F. **Contribution to Oversight and Operational Functions.** Contribute to CIN oversight and operational functions including, but not limited to, collaborating with other CIN providers in providing patient care and participating in peer review and enforcement processes, as reasonably requested by CIN.
- G. **Performance Evaluations and Reports.** Consent to examination and evaluation of treatment given by Physician to Covered Persons. Physician shall be subject to CIN physician performance evaluations based on compliance with applicable Performance Measures, and to actively and on an ongoing basis abide by CIN-established clinical guidelines and recommendations regarding specific Physician and CIN physician practice patterns in accordance with CIN Policies and Procedures. Physician shall allow Performance Reports to be shared consistent with the mission, visions, goals and objectives of CIN in compliance with CIN Policies and Procedures.
- H. **Non-Compliance.** Be subject to CIN's educational and disciplinary processes based on compliance with applicable Performance Measures. Physician agrees to participate in CIN-recommended actions where necessary to improve Physician's compliance with Performance Measures. Physician understands that non-compliance with Performance Measures is grounds for sanctioning and/or termination of Physician's CIN physician membership in accordance with this Agreement and CIN Policies and Procedures.
- I. **Investigation of Patient Complaints.** Physician and CIN shall work together in good faith with one another and other participating providers to investigate any complaints made by patients concerning care delivered by Physician or other participating providers, to the extent such complaints relate to the provision of care covered pursuant to CIN Payor Contracts and other aspects of the Clinical Integration program under this Agreement, and to resolve such complaints in a reasonable time with appropriate action.

**SECTION 10**  
**Payment for Health Services**

The Parties agree that the following terms shall govern the payment for health care services that are received pursuant to the contracts with Payors.

- A. **Payment Terms Negotiated by the Contracting Committee.** Payment terms for Physician's provision of health care services pursuant to a contract with a Payor shall be negotiated by the

Contracting Committee and approved by the Board. Such payment terms may include reimbursement rates for Physician's provision of health care services and/or payments from value-based bonus arrangements, bundled payments and shared savings initiatives. Applicable payment terms for Physician's services for each CIN Payor Contract shall be made available to Physician via CIN and/or the applicable Payor's website.

- B. **Receipt and Acceptance of Payment.** If a CIN Payor Contract includes reimbursement rates for the provision of health care services (e.g., fee-for-service reimbursement under a CIN Payor Contract), Physician shall receive reimbursement directly from the appropriate Payor. Physician agrees to accept payment from Payors in accordance with the terms of the applicable CIN Payor Contract.
- C. **Billing.** Physician agrees not to bill, collect or seek payment or reimbursement from a Covered Person for covered services delivered in connection with contracts negotiated under this Agreement, except that Physician may seek payment directly from Covered Persons for (1) applicable co-payments, including, without limitation, deductibles, coinsurance and office visit fees, or (2) services rendered which are not covered services and are provided at the request of a Covered Person who has agreed that separate payment will be made for such services.
- D. **Determination of Eligibility.** Physician shall make a reasonable attempt to determine if a Covered Person is eligible for health care benefits under more than one group health benefit contract or policy (including Medicare or Medicaid, as applicable) and if such other contracts or policies have primary responsibility for payment of any services delivered by Physician to such Covered Person. CIN shall require each Payor to provide a reliable verification method by which Covered Persons can appropriately identify themselves to Physician as Covered Persons. If Physician is aware that a Payor is not primarily responsible for paying or reimbursing Physician for covered services, Physician shall bill all primary parties for payment or reimbursement before seeking payment by or through the Payor. In all cases, Physician shall be entitled to receive from a Payor only the difference between the amount paid, to be paid or required to be paid by such other parties and the amount of payment or reimbursement described in Section 10(B) above.
- E. **Assignment of Benefits and Submission of Claims.** Physician shall obtain and accept assignment of benefits from Covered Persons and submit claims to the applicable Payor on the CMS-1500 claim form or other CIN-approved claim form using an appropriate coding system, such as CPT, or such equivalent diagnostic or procedural coding system as CIN may approve.

**SECTION 11**  
**Periodic Dues**

In consideration of CIN's administration and management of CIN, CIN provider network and CIN's efforts in securing CIN Payor Contracts, Physician shall pay to CIN periodic dues and compensation in the amount established from time to time by the Board and in accordance with CIN Policies and Procedures. If Physician is a Group Member, periodic dues shall be paid on behalf of each individual participating physician identified in Attachment A hereto.

The Parties acknowledge and agree that the dues and any other compensation provided for in this Agreement has not been determined in a manner which takes into account the volume or value of any referrals or business otherwise generated between the parties, or any affiliates, and is consistent with fair market value for the services to be performed and the obligations to be assumed by CIN.

**SECTION 12**  
**Bonus Distribution Methodologies**

Any payments made by a Payor directly to CIN with respect to any value-based bonus arrangements, bundled payments or shared savings initiatives will be distributed to the applicable CIN providers in accordance with methodologies and policies approved by the Board from time to time, including CIN Payor Contract-specific distribution methodologies and policies. Such methodologies and policies may provide for CIN's retention of such payments to cover overhead and administrative expenses. All distribution methodologies and policies will be approved by the Board, based upon the goal of incentivizing CIN providers to participate in and adhere to Clinical Integration initiatives and requirements. Pursuant to policies recommended by the Contracting Committee and approved by the Board, CIN may, however, pay or withhold performance bonuses based on individual and/or aggregate achievement or failure to achieve Performance Measures.

**SECTION 13**  
**Clinical Integration and Utilization Management Program**

- A. **Human Capital Investment.** CIN and Physician acknowledge the significant financial capital and human capital investments required to adequately and reasonably support the organization and operation of CIN. CIN agrees to provide human capital investments in support of Clinical Integration, including, but not limited to, infrastructure development and maintenance, and provision of appropriate professional staff. Physician further agrees to provide ongoing human capital investments in support of Clinical Integration, as approved by the Board, including, but not limited to, initial and ongoing Physician and Physician staff training participation.
- B. **Participation in Utilization Management.** Physician agrees that he/she will participate in any CIN and/or Payor utilization management program, as the same may be implemented or revised from time to time. CIN's utilization management program shall be considered a part of CIN. Physician acknowledges that such utilization management programs may include, but are not limited to, the evaluation of the medical necessity, appropriateness, utilization rates and quality indicators, including morbidity and mortality and hospital readmission, in the provision of services to Covered Persons. Such utilization management programs may, at the option of CIN or an applicable Payor, include the evaluation of Physician's utilization trends, patterns and standards for Covered Persons, and the comparison of such trends, patterns and standards to (1) those of other CIN physicians, (2) utilization criteria and standards established by CIN for CIN physicians, and/or (3) recognized community standards of care. Physician specifically acknowledges that the utilization management program used by CIN may include a practice profiling program pursuant to which CIN shall rank, on a periodic basis, CIN physicians in terms of utilization management compliance and/or excessive utilization, as determined by CIN. Physician hereby consents to examination and evaluation of treatment given by Physician to Covered Persons in connection with the utilization management program. In accordance with CIN Policies and Procedures, Physician may be subject to disciplinary action including warnings and counseling for lack of compliance.
- C. **No Liability.** Physician agrees that there shall be no monetary liability on the part of, and no cause of action for damages against, any person participating in the Clinical Integration and utilization management program (including but not limited to CIN and its employees and representatives, CIN physicians and their employees and representatives) for any action taken, statements made or information given by any such person in good faith and without malice.

**SECTION 14**  
**Liability Insurance**

In accordance with requirements adopted by the Board from time to time, Physician will acquire and maintain such (1) policies of professional liability insurance in the amount of at least one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) annual aggregate and (2) policies of general liability insurance as shall be necessary to insure Physician and his/her employees and agents against any claim or claims for damages arising by reason of personal injuries, death or property damage occasioned directly or indirectly in connection with the performance of any service by or under the direction of Physician or persons under Physician's control. Physician shall give CIN written notice of any termination, revocation or material modification of the coverage or limits of same as soon as Physician becomes aware of such termination, revocation or modification.

**SECTION 15**  
**Laws, Regulations and Licenses**

- A. **Physician Warranties and Representations.** Physician warrants and represents:
1. **Licensure.** He/she maintains in good standing all professional licenses required to practice medicine in the State of Ohio;
  2. **Controlled Substances Licenses.** He/she maintains in good standing all federal and state licenses and certifications necessary to prescribe and dispense controlled substances;
  3. **Privileges.** He/she shall maintain clinical privileges at a hospital within the Participating Integrated Health Network;
  4. **Board Certification and Related Requirements.** He/she is board certified or board eligible in an applicable specialty area and either consistently recertifies/maintains such certification or complies with the applicable educational and/or training requirements as established and modified by CIN from time to time. Limited exceptions to this requirement may apply, as prescribed by the Board (e.g., "grandfathering considerations");
  5. **Contractual Obligations.** He/she is not subject to any contractual obligations that would restrict Physician from participating in any reimbursement or payment arrangement entered into by CIN on behalf of Physician; and
- B. **Physician Notification of CIN.** Physician agrees that he/she will notify CIN in writing within fourteen (14) calendar days of any of the following:
1. **Malpractice Judgment.** The final disposition of any professional malpractice lawsuit against Physician and the terms of such judgment or settlement, except as prohibited by law or agreement;
  2. **Licensure, Certification and Clinical Privileges.** Any granting of or any suspension, revocation, reduction, restriction, limitation, termination, denial or voluntary relinquishing (under threat of investigation or termination) of a Drug Enforcement Agency number, state controlled substance certificate, professional license, permit, certification (including board certification, as applicable), medical staff membership or clinical privileges or exclusion from or investigation (excluding audits) resulting from participation in a federal health care

program occurring on or after the date of this Agreement;

3. **Criminal Indictment, Arrest or Conviction.** Any indictment, arrest or conviction for a felony or for any criminal charge related to Physician's services;
4. **Other Relevant Lawsuit, Judgment or Settlement.** Any lawsuit, judgment or settlement involving Physician which might materially impair Physician's ability to perform the duties required by this Agreement; and
5. **Changes of Physician Information.** Any change in Physician's business address, business telephone number, email address, office hours, tax identification number, malpractice insurance carrier or coverage, State of Ohio license number, Drug Enforcement Agency registration number, employment status or, as also set forth in Section 15(B)(2).

C. **CIN Warranties and Representations.** CIN warrants and represents that it:

1. **Expertise; Permits.** Has the expertise, personnel, computerized and manual systems available to effectively and efficiently perform its obligations under this Agreement in compliance with all applicable state and federal laws, rules and regulations. CIN has and shall maintain in good standing all necessary permits and licenses required to operate its business and perform its obligations under this Agreement; and
2. **Existence and Authority.** Is an Ohio limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio. This Agreement has been duly executed, delivered and authorized by CIN and CIN has all requisite power and legal capacity to execute and deliver and to perform its obligations under this Agreement. Upon execution and delivery, this Agreement will constitute the legal, valid and binding obligation of CIN, enforceable in accordance with its terms.

D. **CIN Notification of Physician.** CIN agrees that it will notify Physician in writing within fourteen (14) calendar days of any of the following:

1. **Lawsuit, Judgment or Settlement.** Any lawsuit, judgment or settlement involving CIN, which might materially impair CIN's ability to perform its obligations under this Agreement;
2. **Change in CIN Payor Contract.** Any change, modification, limitation or termination of any applicable CIN Payor Contract; and
3. **Changes of CIN Information.** Any change in CIN's business address, or material change in the nature or extent of its business or services.

**SECTION 16**  
**Confidentiality**

A. **Confidential Information.** Physician acknowledges that, during the term of this Agreement Physician will receive confidential and proprietary information. Accordingly, Physician agrees (1) to use Confidential Information only for the purpose of fulfilling obligations under this Agreement, and not for any other purpose, and (2) not to disclose to any unauthorized third party, confidential and proprietary information collected, disclosed or provided by CIN or through the CI Information

System pursuant to CIN Policies and Procedures or this Agreement (“**Confidential Information**”), unless such disclosure is authorized in writing by CIN. This Confidential Information includes, but is not limited to:

1. Fee schedules, payment criteria and other material terms of any CIN Payor Contract;
2. CIN’s bonus distribution methodologies and policies;
3. The content of CIN and all related systems, software, policies, protocols, clinical integration tools, documents, Performance Reports and data produced pursuant to CIN;
4. The terms of this Agreement; and
5. Information regarding CIN business operations, practices and procedures, including staffing, strategies, financial plans, budgets and results, contractual relationships or terms, EHR/practice management procedures, health information technology systems and/or systems or processes related to the specific operation of CIN.

Confidential Information shall not include information that is known to the receiving party before its disclosure, is publicly known through no fault of Physician, is received from a third party who is not bound by confidentiality obligations, or is approved for release by CIN.

- B. **Permitted Disclosures.** Notwithstanding the foregoing, Physician may disclose CIN Payor Contract terms to its owners, directors, officers, employees, agents, auditors or attorneys with a need to know and who have undertaken a similar duty of nondisclosure. In addition, if Physician is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to make any disclosure which is prohibited or otherwise constrained by this Section 16, that individual agrees to (1) provide CIN with prompt notice of such request(s) so that it may seek an appropriate protective order or other appropriate remedy, and (2) cooperate with CIN in its efforts to decline, resist or narrow such requests.
- C. **Obligations upon Termination.** The restrictions upon the use and disclosure of Confidential Information shall survive the termination of this Agreement. In addition, upon the termination of this Agreement for any reason Physician shall immediately upon CIN’s request return and/or destroy any Confidential Information, including any originals or copies of policies, procedures, clinical data and information and Performance Reports in the Physician’s control, received in tangible form, including any and all copies of Confidential Information, and shall take appropriate steps to delete such Confidential Information from any computer or other data base where such Confidential Information may be stored. Any destruction of Confidential Information shall be confirmed in writing.
- D. **Enforcement.** The Parties agree that failure to abide by this Section 16 will cause irreparable injury and, therefore, agree that in the event of a breach of this Section 16, CIN shall be entitled to enforce these covenants in equity by way of injunction to restrain the violation, threatened violation or continued violation thereof, without the requirement to post bond, and that such application for such an injunction shall be without prejudice to any other right of action that may accrue to CIN by reason of the breach.

**SECTION 17**

**Term, Termination and Continuing Obligations**

- A. **Term.** Unless earlier terminated in accordance with this Section 17, the initial term of this Agreement shall be one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party provides the other with ninety (90) calendar days' prior written notice of its intent not to renew. Any notice of non-renewal by CIN shall have received prior "**Majority Approval**" (i.e., an affirmative vote by the majority of Class A Managers and an affirmative vote by the majority of Class B Managers in attendance at any meeting of the Board in which a Quorum is present; all capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in CIN's Operating Agreement).
- B. **Termination by Physician.** This Agreement may be terminated by Physician immediately in the event of any material breach hereof or default hereunder by CIN following notice to CIN of such breach or default, if CIN does not cure such breach or default within fifteen (15) calendar days of receipt of notice. Physician may terminate this Agreement at any time without cause by giving ninety (90) calendar days' notice to CIN.
- C. **Termination by CIN.** CIN may terminate this Agreement or the right to participate in CIN of any individual participating physician:
1. At any time with or without cause by giving ninety (90) calendar days' notice to Physician, if such notice of termination has received prior Majority Approval;
  2. Upon the expiration of thirty (30) days after CIN's receipt of Physician notification indicating Physician's voluntary retirement from the active practice of medicine;
  3. Immediately in the event that Physician has ceased to be duly licensed to practice medicine in the State of Ohio or loss of federal or state licensure and/or certification to prescribe and dispense controlled substances;
  4. Immediately upon an action by a state licensing board or other government agency that limits or impairs Physician's ability to practice his or her profession;
  5. Immediately in the event of any material breach or default by Physician of this Agreement, the terms and conditions of any CIN Payor Contract or CIN Policies and Procedures, following notice to Physician of such breach or default, if Physician does not cure such breach or default within fifteen (15) calendar days of receipt of notice;
  6. Immediately in the event it is discovered that Physician's credentials provided to CIN, or its delegate, have been misrepresented;
  7. Immediately upon CIN's determination that there is a credible threat of imminent harm to patient health;
  8. Immediately upon Physician's conviction of any crime involving sexual abuse, dishonesty, fraud, deceit or misrepresentation and/or any offense related to his or her professional practice or which in any respect would reasonably be viewed as reflecting adversely on CIN's reputation;

9. Immediately upon the dissolution of CIN;
10. Immediately in the event that Physician objects to an amendment to the Agreement as proposed by CIN; or
11. Immediately upon a final determination by the Board that Physician has failed to comply with requirements of CIN as contemplated by the Compliance Policy of CIN.

D. **Obligations Upon Termination.** The rights and duties of the Parties shall end upon termination of the Agreement, provided that Physician shall continue to deliver services to Covered Persons pursuant to the terms of this Agreement, including the applicable payment and reimbursement provisions, if at the time of termination of this Agreement, the patient is a Covered Person under Physician's active care. This obligation shall terminate only upon the first of the following to occur:

1. Completion of the services being delivered to the Covered Person by Physician;
2. The patient no longer meets the definition of a Covered Person in this Agreement; or
3. Reasonable and medically appropriate provision is made for the assumption of such services by another CIN physician or other provider or thirty (30) calendar days' written notice of suspension of services is provided to such Covered Person.

Physician's continuing obligations to provide covered services are subject to continued reimbursement by Payors. Provisions of this Agreement which are meant by their terms to survive termination of the Agreement are not affected by this Section 17.

E. **Continuing Obligations and Liabilities.** Each Party hereto shall remain liable for any obligations or liabilities arising from activities carried on by such Party or its agents or employees during the period any continuing obligation shall have been effective.

F. **Notification of Termination.** Physician authorizes CIN to notify any Payor, or any other entity or individual deemed appropriate by CIN, of the termination of this Agreement for any reason.

G. **Effect of Termination of Individual Participating Physician or Provider of a Group Member.** If Physician is a Group Member, the termination of CIN participation with respect to a single physician or provider within the Group Member for any reason contained in this Section 17 of this Agreement shall not constitute the termination of this Agreement with respect to the remaining physicians or providers of the Group Member. This Agreement shall remain in effect until none of the individual participating physicians or providers of the Group Member identified in Attachment A hereto participate in CIN.

## **SECTION 18** **Miscellaneous**

A. **Relationship Between Parties.** Except as otherwise provided in this Agreement, none of the provisions of this Agreement are intended to create nor shall they be deemed or construed by the Parties to create any relationship between the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Party will have the authority to bind the other Party, contractually or otherwise, except as

specifically authorized herein.

- B. **CIN Data Base Ownership and Rights.** CIN shall own all rights to the data aggregated by the CIN (“CIN Data Base”) through participating providers. During the term of the Agreement, the CIN shall provide Physician with access to and information derived from the CIN Data Base as the CIN deems reasonably necessary for operation of the CIN. Physician shall maintain confidentiality of all the CIN Data Base information provided to Physician from the CIN. Upon termination of this Agreement for any reason, Physician will return any files, input and output materials, the media upon which they are located (including cards, discs and/or other storage facilities), and copies of same to the CIN, and Physician will claim no rights, including copyrights, with respect to the CIN Data Base.
- C. **Publication of Names and Symbols.** Except as permitted in this Agreement, the Parties agree that they shall not use the name, logo or symbols of or make reference in any way to the other Party, any of its affiliates, subsidiaries or employees, without the express authorized approval of the other Party. However, CIN will publish or arrange for, and Physician hereby consents to, publication by CIN in furtherance of the purposes of this Agreement of Physician’s name, address, phone number, type of practice and willingness to accept new patients. CIN hereby consents to Physician’s publication of participation and membership in CIN.
- D. **Resolution of Disputes.** With respect to any disputes arising out of this Agreement or health care services provided by Physician to Covered Persons, Physician and CIN shall be bound by the terms of this Agreement, the applicable CIN Payor Contract and any dispute resolution mechanism (including as specified in CIN Policies and Procedures) adopted by CIN.
- E. **Amendment.** CIN may amend this Agreement by providing written notice to Physician of any proposed amendment. If Physician does not object to such amendment by notice to CIN in writing within thirty (30) calendar days after notice thereof, the amendment shall be deemed to have been accepted by Physician. If Physician does object to any amendment proposed by CIN, this Agreement may terminate pursuant to Section 17.
- F. **Waiver.** Failure by either Party to seek enforcement of any provision, requirement, warranty or representation herein set forth shall not be construed as a waiver of any present or subsequent breach of the same or any other provision. The failure of either Party to exercise any right hereunder shall not operate as a waiver by such Party of such right.
- G. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio. Any legal proceeding associated with this Agreement shall be commenced and maintained in Montgomery County, Ohio.
- H. **Assignment.** This Agreement and all rights and benefits hereunder are personal to Physician, and neither this Agreement nor any right or interest of Physician herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without the prior written consent of CIN. CIN may assign this Agreement to any affiliate that assumes management or control of a substantial portion of CIN’s assets or operations that are the subject matter of this Agreement, or to any affiliate of CIN or of any of its affiliates.
- I. **Notice.** Any notice required by this Agreement shall be deemed effectively delivered immediately if personally delivered or sent by email with confirmation receipt, or within three (3) calendar days if sent by certified mail, return receipt requested, and if such notice is addressed to the addressee’s

respective principal places of business or email addresses as listed below, or to such other address as may be specified by a Party to the other by notice in accordance with this paragraph.

To CIN:           Kettering Physician Partners  
                      2431 Vienna Parkway  
                      Dayton, OH 45459  
                      Attn: Legal Services  
                      Email: KetteringPhysicianPartners@ketteringhealth.org

**To Physician:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Email:** \_\_\_\_\_

- J. **Entire Agreement.** This Agreement, the schedules and CIN’s HIPAA Business Associate Contract constitute the entire agreement between the Parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement but not expressly set forth in this Agreement, are of no force or effect.
  
- K. **Indemnification; Survival; Notice.** Each Party hereby agrees to fully, completely and unconditionally indemnify, defend and hold the other Party and such other Party’s directors, managers, officers, employees, agents and affiliates harmless from and against any and all claims, actions, liability, loss, cost and expenses (including, without limitation, costs of judgments, settlements, court costs and reasonable attorneys’ fees) arising out of or relating to, or alleged to arise out of or relate to, negligent or intentional acts or omissions of the indemnifying Party (and/or its directors, managers, officers, employees, agents or affiliates) or any material failure by the indemnifying Party (and/or its directors, managers, officers, employees, agents or affiliates) to perform any material obligation or covenant of the indemnifying Party under this Agreement. The provisions of this Section 18(K) will survive the expiration or earlier termination of this Agreement for any reason. Each Party will give written notice to the other Party within five (5) calendar days of any lawsuit, action or any threat thereof that becomes known by the notifying Party that might adversely affect any interest of CIN or Physician whatsoever.
  
- L. **Authority.** The Parties warrant that each has the legal capacity to enter into this Agreement, that the execution has been duly approved by their respective governing body, and that their respective obligations do not violate any statute, ordinance, ruling of any administrative body or any agreement to which either the Physician or CIN is a party.
  
- M. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. The Agreement shall be construed and enforced as if such severed provision(s) had never been a part of the Agreement and the remaining provisions shall remain in full force and unaffected by such severance, provided that the invalid provision is not material to the overall purpose and operation of this Agreement.
  
- N. **Captions.** The captions used in this Agreement are for convenience in reference and are not part of the Agreement.

- O. **Access to Documents.** Physician acknowledges that documents concerning CIN's physician membership requirements, including, but not limited to, all current and available information related to participation criteria, Performance Measures, the CI Information System and CIN Policies and Procedures, have been provided or will be made available to Physician and Physician, with counsel if desired, has reviewed the same and agrees to return all such documents to CIN upon termination of this Agreement.

**IN WITNESS WHEREOF**, Physician and CIN have executed this Clinical Integration Physician Participation Agreement, which shall become effective as of the date and year first written above when accepted by CIN below.

**PHYSICIAN:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

If Group Member, name of Group:

\_\_\_\_\_

If Group Member, title: \_\_\_\_\_

**CIN: Kettering Physician Partners, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**Attachment A**

If Physician is Group Member, as defined in Section 4, indicate all individual participating physicians and other providers of Group Member.

**Attachment B**

**Election of Membership Categories**

**Instructions:**

By marking the box below and properly executing this form, Physician elects the Membership Categories in which Physician wishes to participate. All terms not otherwise defined herein shall have the meaning ascribed to them in the Clinical Integration Physician Participation Agreement (“**Agreement**”).

If Physician makes this election upon execution of its Agreement, Physician’s status in such Membership Categories shall become effective on the date the Agreement and this form are executed except with respect to CIN Bundled Payment Contracts and/or Comprehensive Primary Care Contracts which require CIN approval; if Physician makes this election during an Annual Election Period, Physician’s status in such Membership Categories shall become effective on January 1, 20\_\_\_\_(each referred to as the “**Election Effective Date**”).

For purposes of clarification, if Physician is a Group Member, such election applies to and is binding upon each and every individual physician or provider of Group Member identified in Attachment A of the Agreement, as updated from time to time.

Please note that Physician may not change his or her election until the next Annual Election Period.

**Election:**

- Base Participation Only Contracting Member**
- Commercial Fee-for-Service Contracting Member**
- Medicare Advantage Contracting Member**
- Managed Medicaid Contracting Member**
- KPP Alliance Network Contracting Member**
- Bundled Payment Contracting Member – (By Invitation Only)**
- Comprehensive Primary Care Contracting Member – (CPC+ Groups Only)**

**IN WITNESS WHEREOF**, Physician and CIN have executed this Election of Membership Categories form, which election shall become effective on the Election Effective Date when accepted by CIN below.

**CIN:**

**PHYSICIAN:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

If Group Member, name of Group: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

If Group Member, Title: \_\_\_\_\_



# KPP Provider Credentialing Form

(Please Print or Type all information)

## Section I History/Additional Questions

	Y	N
Have you ever entered into any agreement (voluntarily or involuntarily) with any licensing organization or accrediting board that limits your medical practice as a result of any mental or physical condition you suffer including, but not limited to, alcoholism or substance abuse which could cause the inability to perform the essential functions as a healthcare provider?	<input type="checkbox"/>	<input type="checkbox"/>
Do you currently use any illegal substances?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever had your license to practice in any state (voluntary or involuntary) denied, limited, suspended, reprimanded, revoked or relinquished?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever had your employment, staff appointment or clinical privileges in any state (voluntary or involuntary) suspended, limited, reprimanded, revoked, refused or relinquished?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever been arrested, charged with, convicted of, pled guilty to or pled no contest to any felony or misdemeanor (excluding minor traffic violations)? Or, been found liable or responsible for any civil offense that is reasonably related to your qualification, competence, functions or duties as a medical professional? If yes, date: _____	<input type="checkbox"/>	<input type="checkbox"/>
Is your staff appointment or clinical privileges and/or scope of practice at any hospital or other healthcare facility currently under investigation?	<input type="checkbox"/>	<input type="checkbox"/>
Have you experienced any sanctions, restrictions and/or limitations on your licenses?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever been the subject of disciplinary proceedings or investigation at any hospital or healthcare facility?	<input type="checkbox"/>	<input type="checkbox"/>
<b>If "Yes" to any of the questions above in this section, please "attach" the appropriate information and/or explanation in a separate document.</b>		
Do you understand and acknowledge that it is your responsibility to notify Kettering Physician Partners of any occurrence/event which renders the foregoing answers incorrect or incomplete when such information is received by you?	<input type="checkbox"/>	<input type="checkbox"/>
Do you acknowledge that all information that has been provided in the application process is accurate, complete and given proper explanation, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>

**Section II  
Malpractice**

Malpractice Insurance: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Spec/Ag Coverage: \_\_\_\_\_

**Section III  
Release of Information**

**AUTHORIZATION FOR RELEASE OF CREDENTIALING INFORMATION**

I hereby authorize the Medical Staff Office of \_\_\_\_\_ to release upon request any and all credentialing information in its custody to determine my eligibility to participate in Kettering Physician Partners, LLC ("CIN")

**Concerning:** \_\_\_\_\_ (**"Physician" or "APP"**)

**CAQH ID:** \_\_\_\_\_

**GROUP NPI:** \_\_\_\_\_

**Tax ID:** \_\_\_\_\_

**Group Name (if participating in a group):** \_\_\_\_\_

This authorization includes, but is not limited to, any and all information or documents related to licensure, federal or state controlled substance certification, medical education and training, medical board certification or eligibility, participation in Medicare/Medicaid and other public assistance programs, malpractice coverage and criminal history, kept in either hardcopy or electronic form, related to my status as a credentialed physician with the applicable hospital(s).

This authorization is effective now and will remain in effect until termination of my participation in CIN. I understand that I have a right to revoke in writing my consent to this disclosure at any time.

I understand that I have a right to receive a copy of this authorization. Any copy of this document shall have the same authority as the original, and may be substantial in its place.

I HEREBY AUTHORIZE THE RELEASE OF MY CREDENTIALING INFORMATION AS PROVIDED ABOVE.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**KETTERING PHYSICIAN PARTNERS, LLC**  
**Membership Eligibility**

The Board has defined and adopted business criteria applicable to CIN membership eligibility. The criteria adopted relate to situations found to present likely conflicts of interest. All potential CIN members must complete the following questions prior to becoming a member.

1. Are you currently employed by a Competing Organization, defined as a clinically integrated network (CIN), accountable care organization (ACO), health system, provider group, hospital or similar organization that is located in the community?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please specify: \_\_\_\_\_

2. Do you currently hold an ownership interest in an Ancillary Facility, defined as a facility providing patient care services beyond those services routinely provided in a physician's office?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Services Provided:

\_\_\_\_\_  
\_\_\_\_\_

3. If yes, does the Ancillary Facility in which you hold an ownership interest contract with Kettering Physician Partners?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

4. Are you currently in a leadership role in a competing organization or ancillary facility as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please specify: \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

PRINT NAME:

\_\_\_\_\_

If Group Member, Name of Group:

\_\_\_\_\_