

ARKANSAS HEALTH NETWORK, LLC
CLINICALLY INTEGRATED NETWORK (“CIN”) PARTICIPATION AGREEMENT

This CIN Participation Agreement (“Agreement”) is effective as of _____ (“Effective Date”), between Arkansas Health Network, LLC, an Arkansas limited liability company (“AHN”), and _____, an Arkansas _____ (“Participant,” “You” or “Your”) with the tax identification number (“TIN”) listed on the signature page hereto.

A. AHN is organized to develop and operate a clinically integrated network of health care providers for the purpose of participating in “Performance Initiatives,” “Statewide Initiatives,” and as an accountable care organization under the “Medicare Shared Savings Program” (“MSSP”) (collectively, the “Programs”) pursuant to which, AHN will enter into one or more “CIN Agreements” with Commercial Payers and/or the Centers for Medicare & Medicaid Services (“CMS”).

B. AHN’s initial member (or owner) is St. Vincent Infirmiry Medical Center d/b/a St. Vincent Health System (“SVHS”), but under the terms of AHN’s Operating Agreement, one or more individual physicians may become additional members (and owners) of AHN in the future in accordance with the terms of AHN’s Operating Agreement.

C. By entering into this Agreement, You will become a “Participant” through AHN as the term “Participant” is defined on Exhibit A and, in the event you agree to participate in the Medicare Shared Savings Program (“MSSP”), as the term “Participant” is further defined on Exhibit B. Moreover, each of Your affiliated physicians and/or non-physician providers who meet the requirements of this Agreement, will become a “Provider/Supplier” in one or more Programs (with the term “Provider/Supplier” having the meaning set forth on Exhibit A, and as further defined on Exhibit B for purposes of the MSSP).

D. Capitalized terms not otherwise defined in the body of this Agreement have the meanings listed on Exhibit A and Exhibit B.

NOW, THEREFORE, in consideration of the covenants and promises recited herein, the parties agree to be legally bound to the following:

1. PURPOSE AND APPLICATION. This Agreement is intended to serve as a master agreement governing the relationship between AHN and You with respect to CIN Agreements. By executing this Agreement, You agree to participate in every CIN Agreement involving Statewide Initiatives or Performance Initiatives as designated by AHN. You agree to comply with the terms of each applicable CIN Agreement, and You agree to sign, and to the extent necessary, have Your Provider/Suppliers sign, any documents required by AHN or a Payer to evidence that agreement. AHN will provide You with notice of CIN Agreements entered into by AHN in which You are deemed eligible to participate. As applicable, all references to “You” (Participant) in this Agreement, and all Addendums, Exhibits and Schedules will also apply to and bind each of Your affiliated Provider/Suppliers.

2. PARTICIPANT AND PROVIDER/SUPPLIER OBLIGATIONS

2.1 AHN Participation Requirements. To participate in AHN, You and each of Your Provider/Suppliers must, as applicable, during the Term, meet and maintain the following “Participation Requirements”: (a) maintain in good standing all required and applicable federal and state licenses and certifications to provide services, including a Drug Enforcement Agency (“DEA”) controlled substance certificate; (b) not be excluded from participation in any federal or state healthcare programs currently or in the past; (c) if a physician or allied professional, hold a Medical Staff Membership (unless waived by Board of Managers Approval); (d) not be indicted or convicted of a felony or any law applicable to health

care; (e) maintain professional liability insurance coverage required by this Agreement; (f) agree to provide all services to AHN or Covered Persons as required by this Agreement and in accordance with all applicable state and federal laws; (g) consent and agree to AHN's disclosure and submission of Your TIN and each Provider/Suppliers' provider identifiers (i.e., Medicare NPI) to Payers, provided that such consent shall be subject to and conditioned upon the definition of "Participant" that is applicable to You as specified on Exhibits A and B of this Agreement; (h) bill for Covered Services furnished to Covered Persons solely through the billing number assigned to Your TIN; (i) submit to AHN credentialing and be approved and reapproved pursuant to criteria established by AHN upon Board of Managers Approval, and (j) meet all other Participation Requirements defined in AHN Policies, including without limitation, meeting quality standards imposed by any Payer under a CIN Agreement. You will notify AHN immediately in the event You or any of Your Provider/Suppliers at any time does not meet any of the Participation Requirements.

2.2 General Obligations of Participants and Provider/Suppliers. Upon meeting the Participation Requirements and full execution of this Agreement, You will participate in designated CIN Agreements effective as of the later of the date of this Agreement, the date defined in the applicable CIN Agreement, or the date specified in the Board of Managers Approval. By executing this Agreement, You agree to, and represent and warrant that each of Your Provider/Suppliers has agreed or will agree to, perform CIN Activities and to be bound by and comply with this Agreement, AHN Policies, Provider Manuals, Program Regulations, and Performance Standards, as applicable to each CIN Agreement in which You are designated to participate.

2.3 Provision of Services to Covered Persons. You agree to provide to Covered Persons those Covered Services that Your Provider/Suppliers are licensed and credentialed to provide in compliance with this Agreement, and to make available and provide such Covered Services in accordance with the same standards and in the same manner as Your other patients. You agree not to discriminate against any Covered Person based on any legally protected status, marital status, health status, or income. You agree to, and You will require Your Provider/Suppliers to, to perform CIN Activities in accordance with the applicable CIN Agreements, and to provide services in a manner consistent with the applicable Performance Standards, to the extent medically appropriate, for each Covered Person. Notwithstanding the foregoing, You will not be required to provide services to any patient whose physician-patient relationship has been properly terminated by You, in accordance with all applicable laws, for a valid reason and with adequate notice to such patient.

2.4 Provider/Patient and Other Relationships. It will be Your sole right and responsibility to create and maintain a physician/patient or other applicable relationship with each Covered Person receiving Covered Services from You. You are solely responsible to each Covered Person for all aspects of health care and treatment within the scope of Your Provider/Suppliers' competence and license, including the quality and levels of such care and treatment. The parties to this Agreement are independent entities contracting with each other. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of a financial or legal nature incurred by the other party.

2.5 Professional Liability and Other Insurance. You must maintain in effect during the Term, policy(ies) of professional liability insurance providing coverage which insures You and Your Provider/Suppliers against any act, error, or omission for which You or any of Your agents or employees, specifically including Your Provider/Suppliers, may be liable in connection with performance under this Agreement, in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. If such insurance is provided through a "claims made" policy, upon termination of the policy or Your relationship with any of Your Provider/Suppliers, You agree to purchase "tail" coverage providing on-going coverage for You or the terminated Provider/Supplier, as applicable, for a period of time consistent with the applicable statute of limitations. You must also maintain in effect during the Term other usual and customary policies of insurance applicable to Your activities. You must furnish AHN with evidence of

compliance with this Section upon request. Your obligations under this Section may be satisfied by insurance policies covering Your Provider/Suppliers which name You as an additional insured. By requiring insurance herein, neither AHN nor SVHS represent that coverage and limits will necessarily be adequate to protect You or Your Provider/Suppliers, and such coverage and limits will not be deemed as a limitation on Your or Your Provider/Suppliers' liability under the indemnities granted to SVHS in this Agreement, including any Exhibits.

2.6 Responsibility. Each of the parties hereto agrees to be liable for its own conduct, and for the conduct of its officers, directors, shareholders, members, employees, and agents, including but not limited to, breach of this Agreement. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's damages.

2.7 Marketing Materials and Activities. You agree to use and comply with Marketing Materials and Activities as provided in the applicable CIN Agreement and as applicable to You in light of your status as a Participant under the applicable CIN Agreement. AHN and any Payer may make public reference to You in connection with the applicable Program, and use Your demographic and other descriptive information in its published rosters. In addition, You agree that AHN may use Your name, trademarks, logos and symbols for marketing, advertising and informational purposes related to the promotion and performance of a Program or Programs. You may inform third parties that You are a Participant but may not otherwise advertise or market or use the name, trademark, logos or symbols of AHN, its members, or of any Payer without that organization's prior written approval.

2.8 AHN Governance. During the Term, You will have the opportunity to meaningfully participate in the composition of the Board of Managers in accordance with the Operating Agreement.

2.9 MSSP Participation. In the event AHN participates in the MSSP by entering into a MSSP participation agreement with CMS, and to the extent You are designated by AHN to participate in the MSSP, You hereby acknowledge and agree to comply with the additional terms and conditions contained in Exhibit B (the "MSSP Addendum"), which are incorporated by reference herein. Further, You agree to participate in the MSSP through AHN as either (select and initial beside one option below):

_____ an "ACO Participant" as that term is defined at 42 C.F.R. § 425.20 (such that AHN will furnish CMS with information on Your TIN and such TIN will be restricted to being an "ACO Participant" in AHN's MSSP ACO only); **or**

_____ an "Other Entity" for purposes of the MSSP (such that AHN will not furnish Your TIN to CMS, and You will not become an "ACO Participant" in AHN for purposes of the MSSP, but You will otherwise be bound to the applicable terms of the MSSP Addendum).

2.10 Non-exclusivity. Except as required by the MSSP, or as stated in Section 1.15 of Exhibit B hereto, this Agreement is non-exclusive and You and Your Provider/Suppliers are free to contract directly or through another clinically integrated network with any payer that has not contracted with AHN.

3. RECORDS, DATA AND CONFIDENTIALITY

3.1 Records Generally. You must maintain medical and other records, and collect data and information relating to services furnished in connection with the Programs in accordance with applicable state and federal laws and AHN Policies. Except with respect to claims data for Covered Persons who have opted out of claims data sharing if required under a Program, You agree to provide AHN with access, without charge, to all medical, claims and other data and information deemed necessary and appropriate for

management of individual or population health management purposes to allow AHN to perform CIN Activities and meet Performance Standards in accordance with AHN Policies.

3.2 Claims/Encounter/Quality Data Submission. During the Term, You must prepare and submit electronically in accordance with each applicable Program as specified by AHN: (a) claims and Encounter Data for Covered Services rendered to Covered Persons along with information necessary to process and/or to verify such claims; and (b) all data and information, including quality data, required by AHN Policies and applicable Programs.

3.3 Access to Records and Documentation. CIN Agreements may give Payers the right to audit and evaluate the records, data and other information created or used by AHN, You, Your Provider/Suppliers, and other individuals or entities performing CIN Activities that pertain to a Program. You agree to cooperate fully with any such requests for access. In addition, if this Agreement is determined to be a contract within the purview of Section 1861(b)(1)(I) (and related laws related to verification of hospital costs), You agree to make available to the Secretary of the Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, and their duly authorized representatives access to Your books, documents, and records and such other information as may be required by the Secretary or the Comptroller General to verify the nature and extent of the cost of services provided by You. In the event You carry out any duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract will contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary, the Comptroller General, or any of their duly authorized representatives, a copy of such subcontract and such organization's books, documents, and records as are necessary to verify the nature and extent of such costs.

3.4 Confidential Information. You agree that all Confidential Information of AHN, except medical records of Covered Persons and any other information belonging to You that has not been aggregated along with data or information from other Participants into AHN's databank, is the exclusive property of AHN, is confidential and may not be used or disclosed by You, except as expressly permitted herein or required by law, and that You have no right, title, or interest in the same. In the event of a breach of this Section, AHN will be entitled to enjoin You from such breach and obtain an equitable remedy prohibiting You from disclosing in whole or in part the Confidential Information of AHN. "Confidential Information of AHN" includes, regardless of form and without limitation: (a) all budgets, strategic plans, marketing plans, financial information, data, documents, records, and other materials, which contain information relating to the operation of AHN; (b) all methods, techniques, and procedures utilized in providing services to patients not readily available through sources in the public domain; (c) all trademarks, trade names, and service marks of AHN; (d) all proprietary computer software, programs, data files, and documentation; (e) all work product (including materials developed by You or Your Provider/Suppliers) prepared in connection with or resulting from the performance of services under this Agreement; and (f) all AHN Policies and the methods and manner by which AHN conducts the CIN Activities; and (g) all non-public information obtained as part of this Agreement.

In the event that You are compelled to disclose Confidential Information of AHN pursuant to any statute, regulation, order or other form of valid legal process, You must provide AHN with prior written notice of such compelled disclosure in accordance with AHN Policies as soon as practicable after receiving the legal process in order to permit AHN to seek a protective order. If, following receipt of such written notice from You, AHN is unable to obtain or does not seek a protective order, and You are legally compelled to disclose the Confidential Information of AHN, then Your disclosure of such Confidential Information of AHN under legal compulsion will be made without liability. Unless otherwise required by law, You agree that, before reporting any actual or perceived violation of law, by AHN or any Participant,

Provider/Supplier or other person with regard to the provision of services under this Agreement, to any governmental entity, You will first discuss any potential legal or compliance matter with SVHS's Corporate Responsibility Officer and SVHS Legal Counsel and, unless otherwise required by law, provide SVHS an opportunity to investigate and appropriately report any compliance matter brought to its attention by You. Further, You agree that You will cause any financial benefit received as a result of reporting any violation or perceived violation of law based on such non-public information to be donated to an organization determined by the IRS to be qualified under Internal Revenue Code Section 501(c)(3). This Section will survive the termination of this Agreement for any reason.

3.5 HIPAA. The parties are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") in the performance of CIN Activities, as follows: (i) to the extent that AHN and/or other Participants and Provider/Suppliers perform CIN Activities for You, they are conducting health care operations on Your behalf and are therefore a Business Associate of You; and (ii) to the extent that You perform CIN Activities for other Participants and Provider/Suppliers, You are conducting health care operations on behalf of such other Participants and Provider/Suppliers and are therefore a Business Associate of such other Participants and Provider/Suppliers. Thus, in performing CIN Activities, the parties agree to adhere to the requirements of HIPAA in relation to maintaining the privacy and security of PHI, and You to agree to execute and abide by the terms and conditions of the Business Associate Agreement, in the form attached hereto as Exhibit C. In addition, to promote compliance with HIPAA in connection with the performance of CIN Activities, an "organized health care arrangement" ("OHCA") as that term is defined in HIPAA may be created. You agree that you will modify Your "Notice of Privacy Practices" (as defined by HIPAA) as required to promote compliance with HIPAA, to include, without limitation, including provisions in your Notice of Privacy Practices to indicate You are part of AHN, and as applicable, part of the OHCA.

4. AHN AWARDS AND FINANCIAL OBLIGATIONS

4.1 Your Relationship With Payers. During the Term, You must maintain in effect, a separate Payer Agreement with each Payer with whom AHN has entered into a CIN Agreement, unless You are otherwise excluded from participating in a particular CIN Agreement by AHN or a Payer. You must also immediately notify AHN in the event of suspension or other termination of any such Payer Agreement. You acknowledge and agree that AHN or a Payer may restrict or limit the number of Participants and/or Provider/Suppliers allowed to participate in the Payer's CIN Agreement.

4.2 Fee Negotiations. AHN will not initially negotiate fees with any Payers, and will limit its negotiations of CIN Agreements to those involving shared savings and similar arrangements.

During the term of this Agreement, AHN may determine, by Board of Managers Approval, to negotiate Payer Agreements involving fee arrangements and/or at risk arrangements on behalf of You and all other Participants. Prior to any such negotiations of Payer Agreements on Your behalf, AHN will provide You with ninety (90) days prior written notice in accordance with AHN Policies. In the event AHN successfully negotiates such a Payer Agreement, AHN will provide you with written notice regarding the terms of the Payer Agreement that are applicable to You. Upon Your receipt of notice from AHN regarding AHN's successful negotiation of a Payer Agreement, You will be permitted to terminate this Agreement by written notice to AHN within the time period specified by AHN in its notice to You. If You elect to continue this Agreement, the new Payer Agreement negotiated by AHN will supersede individual Payer Agreements You have previously entered into with the designated Payer.

Except as expressly agreed in writing by AHN, each Payer has full and final responsibility and liability for payment of claims under an applicable Payer Agreement. AHN is not responsible for, does not

guarantee, and does not assume liability for payment of any claim for services rendered to Covered Persons, and all final decisions with respect to the payment of claims are the responsibility of the applicable Payer.

4.3 Fee-Related Information. You will maintain Your own independent fee structure for professional and other health care services. Under no circumstance may You share or disclose fee related information with other Participants. AHN will maintain the confidentiality of any fee-related information You provide and will not share or disclose specific fee-related information to any other Participant (except as permitted by law). You must not seek or request fee-related information regarding any other person or entity participating in AHN.

4.4 Shared Savings Incentive Awards. AHN may be eligible for Shared Savings Incentive Awards in accordance with the terms of individual CIN Agreements. AHN will use and/or distribute each Shared Savings Incentive Award in accordance with the applicable Shared Savings Incentive Award Methodology.

5. TERM AND TERMINATION

5.1 Term and Renewal. Subject to obtaining Board of Managers Approval, the Initial Term of this Agreement will begin on the Effective Date, and unless otherwise earlier terminated as provided herein, and will continue in effect for an initial term of three (3) years from the Effective Date (“Initial Term”). Upon expiration of the Initial Term, this Agreement will automatically renew for successive three (3) year Renewal Terms thereafter unless either party provides notice to the other of non-renewal at least sixty (60) days prior to the end of the Initial or any Renewal Term. The Initial and Renewal Terms collectively constitute the “Term” of this Agreement.

5.2 Termination of Agreement. Either party may terminate this Agreement for any or no reason, without penalty, upon providing the other with sixty (60) days’ prior written notice. The participation of each of Your Provider/Suppliers will automatically terminate upon such termination.

5.3 Termination of a Provider/Supplier. Except as otherwise provided by the Program Regulations, AHN may terminate the participation of an individual Provider/Supplier in any Program for any or no reason upon providing You with sixty (60) days’ prior written notice of such termination. The participation of an individual Provider/Supplier affiliated with You will terminate with respect to all Programs immediately and automatically upon the termination of the Provider/Supplier’s employment or other contractual relationship with You.

5.4 Additional Grounds for AHN Termination of You and/or Provider/Suppliers. AHN may terminate You (except as otherwise provided by the Program Regulations) for: (a) failure to meet and maintain the Participation Requirements; (b) engaging in conduct inconsistent with or potentially detrimental to the delivery of good quality patient care or contrary to the best interests of AHN; or (c) material non-compliance with this Agreement; provided that in lieu of terminating this Agreement AHN may terminate the participation of You in select Programs only. You will be provided thirty (30) days advance written notice prior to termination under this Section and given the thirty (30) days following such notice to cure.

5.5 Immediate Suspension. The Board of Managers may immediately suspend Your or (except as otherwise provided by the Program Regulations) any of Your Provider/Suppliers’ participation in any or all Programs pending completion of termination proceedings if the Board of Managers has a reasonable basis for concluding that noncompliance with the Participation Requirements or this Agreement poses a risk to patient care or disrupts AHN operations.

5.6 Review of Decision. Any and all decisions of AHN and/or its Board of Managers pursuant to this Article are final and will not be subject to review by or appeal to any individual, committee, court, arbitrator, administrative body or other entity.

5.7 Termination of CIN Agreement. The termination of a given CIN Agreement will automatically terminate the participation of You and each of Your Provider/Suppliers in that particular CIN Agreement.

5.8 Effect of Termination. The provisions of this Agreement will be of no further force or effect after its termination but each party will remain liable for obligations or liabilities arising from activities carried on prior to the termination and under provisions which by their terms survive termination of this Agreement. In the event of any termination or expiration of a CIN Agreement, any and all financial benefits, rewards, or incentives available under the terms of such CIN Agreement will be used and/or distributed in accordance with the applicable Shared Savings Incentive Award Methodology.

6. MISCELLANEOUS

6.1 Amendments. This Agreement may be amended at any time during the Term by the Board of Managers Approval upon ninety (90) days' prior written notice. You will be bound by the amendment without separate consent; *provided, however,* You may terminate this Agreement prior to the amendment effective date by providing written notice to AHN within thirty (30) days after receipt of the written notice. In the absence of AHN's receipt of such written notice of termination, You will be deemed to have accepted such amendment as of the stated effective date. No other amendment will be effective unless in writing and signed by You and AHN. The amendment of this Agreement will not require the separate consent of Your Provider/Suppliers.

6.2 Jeopardy. Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition, or provision of this Agreement jeopardizes the licensure of SVHS, its participation in or payment or reimbursement from Medicare, Medicaid, Blue Cross, or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or its tax-exempt status, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing SVHS or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical, hospital or related fields, SVHS may at its option (i) terminate this Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to this Agreement and, if the parties are unable to resolve the matter within thirty (30) days, terminate this Agreement immediately.

6.3 Compliance with Standards of Conduct and Ethical and Religious Directives. You agree that You and each of Your Provider/Suppliers will not cause SVHS or any of its Affiliates to be non-compliant with *Catholic Health Initiatives' Standards of Conduct* and the *Ethical and Religious Directives for Catholic Health Care Services*. As of the Effective Date of this Agreement, the Standards of Conduct are set forth in *Our Values & Ethics at Work Reference Guide (E@W Guide)*, which is currently available at: <http://www.catholichealthinitiatives.org/corporate-responsibility>. As of the Effective Date, the Ethical and Religious Directives can be found at: <http://www.usccb.org/>.

6.4 Excluded Provider. In addition to the other assurances provided by the parties, Participant and each Provider/Supplier represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. AHN warrants that its initial member SVHS is not and at no time has been excluded from participation in

any federally funded health care program, including Medicare and Medicaid. Each party represents and warrants that it will not employ or contract with any individual or entity (or an entity that employs or contracts with such an individual), excluded from participation in any federal health care program, including Medicare and Medicaid. Participant and each Provider/Supplier agrees to notify AHN immediately in the event of any threatened, proposed or actual exclusion of Participant or the Provider/Supplier from such a program. Upon the actual exclusion of Participant or the Provider/Supplier, this Agreement or the Provider/Supplier's participation hereunder will be automatically terminated with respect to the excluded Participant or Provider/Supplier. AHN agrees to notify Participant immediately in the event of any threatened, proposed or actual exclusion of SVHS from such a program, and upon the actual exclusion of SVHS, this Agreement and all Addenda will be automatically terminated.

6.5 Compliance with all Laws, Regulations and Standards. You represent and warrant that Your performance under this Agreement will fully comply with all applicable federal, state, and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, and that it will be deemed a material breach of this Agreement by You if You fail to comply with this representation and warranty. If such a breach is not cured in accordance with this Agreement, AHN or SVHS may immediately terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement.

6.6 Assignment and Benefit. Neither party will be entitled to assign or delegate its rights and duties under this Agreement without the prior written consent of the other party; *provided that* Your consent will be binding on each of Your Provider/Suppliers; and further provided that AHN may assign its rights and duties without written consent to an Affiliate or to an entity that acquires all or substantially all of its assets. This Agreement will be binding upon and inure to the benefit of, and be enforceable by, AHN and You, their legal representatives and their permitted successors and assigns.

6.7 Waiver. No waiver of or failure by either party to enforce any of the provisions, terms, conditions, or obligations herein will be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts will be deemed an extension of the time for performance of any other obligations or acts.

6.8 Notices. Except where this Agreement indicates that notice will be furnished in accordance with AHN Policies, any notice required to be given hereunder will be in writing and must be sent by certified mail, return receipt requested, to the addresses set forth on the execution page of this Agreement. Such notice will be effective three (3) days following deposit in the U.S. Mail. Notice by AHN to You will be deemed to constitute notice to each of Your Provider/Suppliers.

6.9 General Interpretation; Ambiguities. Ambiguities, if any, in this Agreement will be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and will not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

6.10 Choice of Law; Venue. This Agreement and will be construed and governed by the laws of the state of Arkansas irrespective of its choice-of-law principles. Venue for any action arising under this Agreement will lie in Pulaski County or in the federal courts for the Eastern District of Arkansas.

6.11 Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision will be ineffective only to the extent that

it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

6.12 Signatures. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his/her individual capacity that he/she has full authority to do so on behalf of such entity.

6.13 Survival. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations, and warranties, expressed or implied, will survive the termination of this Agreement, and will remain in effect and binding upon the parties until they have fulfilled all of their obligations under this Agreement, and the statute of limitations will not commence to run until the time such obligations have been fulfilled.

6.14 Entire Agreement. This Agreement (including all Recitals, Addendums, Exhibit(s) and Schedules, the terms of which are incorporated by this reference) contains the entire agreement of the parties with respect to the matters addressed herein and supersedes all other agreements between the parties, whether oral or in writing, concerning such matters.

6.15 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. The only parties to this Agreement are AHN and Participant.

Signatures follow on next page

IN WITNESS HEREOF, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the Parties hereto have caused this Agreement to be executed by a duly authorized individual on the date first above written, and each of the undersigned hereby represents and warrants in his/her individual capacity that he/she has full authority to do so on behalf of such party:

PARTICIPANT:

ARKANSAS HEALTH NETWORK, LLC

Entity Name: _____

Signature: _____

Signature: _____

Title: _____

Name/Title: _____

Date: _____

Date: _____

TIN: _____

Provider Number/NPI (if applicable):

Notice Address:

Notice Address:

EXHIBIT A

DEFINITIONS

For the purpose of this Agreement, the following terms will have the meanings specified below.

1.1 AHN Policies means the compilation of policies and procedures, rules, and regulations governing AHN and CIN Activities as approved by the Board of Managers Approval.

1.2 Board of Managers means the governing body of AHN, as described in the AHN's Operating Agreement and other organizational documents, as amended.

1.3 Board of Managers Approval means the affirmative vote of the members of the AHN Board of Managers required for the approval of a matter under consideration in accordance with the AHN Operating Agreement, as amended.

1.4 CIN Agreements means the contract(s) between AHN and one or more Payers, including Medicare and/or a Commercial Payer, entered into by AHN, pursuant to which AHN, Participants and Provider/Suppliers agree to work together to manage and coordinate care of Covered Persons assigned to AHN under an applicable Program. CIN Agreements will also mean the contract(s) between AHN and one or more Payers or other entities, governing participation by AHN in a Statewide Initiative.

1.5 CIN Activities means the active and ongoing program of health care quality and efficiency initiatives developed and implemented by AHN to evaluate and modify practice patterns by Participants and Provider/Suppliers and to create a high degree of interdependence and cooperation among them to control costs and ensure quality, which will include processes and criteria designed to achieve the requirements set forth at 42 C.F.R. § 425.112 for purposes of the MSSP.

1.6 Commercial Payer means a third party Payer of Covered Services *other than* the Medicare program, which has entered into a CIN Agreement with AHN, including, any employer, union group, association, managed care plan, insurer, HMO, PPO, federal, state, or government Payer, including any applicable Medicaid program or any third party administrator contracting on behalf of any such entity.

1.7 Covered Person means those Payer enrollees and, as applicable, their eligible dependents or other persons who are entitled to health care services according to the terms of a Payer Agreement and are assigned to AHN for purposes of a CIN Agreement, and means the Medicare fee-for-service beneficiaries who are assigned to the AHN for purposes of the MSSP.

1.8 Covered Services means those medically necessary health care services and supplies that a Payer has contracted to pay for and provide to Covered Persons.

1.9 Encounter Data means information, data, and/or reports about clinical encounters and Covered Services rendered and supported by documentation in the Covered Person's medical record.

1.10 Hospital(s) means the following hospitals which are associated with SVHS: St. Vincent Infirmary, St. Vincent North and St. Vincent Morrilton, and such other hospital facilities as determined by Board of Managers Approval.

1.11 Marketing Materials and Activities means all requirements related to marketing that are imposed under a Program and an applicable CIN Agreement, and will have the meaning set forth at 42 C.F.R. § 425.20 for purposes of the MSSP.

1.12 Medical Staff Membership means having and maintaining in good standing clinical privileges as members of the active medical staff, current members of the courtesy staff, or current appointees of the allied health professional staff of one or more Hospitals.

1.13 Medicare Shared Savings Program (or “MSSP”) means the program authorized in accordance with Section 3022 of the Patient Protection and Affordable Care Act.

1.14 MSSP Agreement means a Participation Agreement (as defined in 42 C.F.R. § 425.20) that is the contract between AHN and CMS pursuant to which AHN, Participants, and Provider/Suppliers agree to work together to manage and coordinate care and become accountable for the quality, cost, and overall care of Covered Persons and pursuant to which AHN may receive a Shared Savings Incentive Award.

1.15 Participant means the party to this Agreement and each other “Participant” that has executed a CIN Participation Agreement with AHN; *provided that* for purposes of the MSSP, the term “Participant” shall have the specific additional meaning set forth on Exhibit B (i.e., the same meaning as the term “ACO Participant” as set forth at 42 C.F.R. § 425.20, or as an “Other Entity” for purposes of the MSSP).

1.16 Payer means CMS in the case of the MSSP and for other Programs any Commercial Payer entity with which AHN has entered into a CIN Agreement.

1.17 Payer Agreement means a contract between a Payer and a Participant and/or Provider/Supplier which sets forth the health care benefits a Covered Person is entitled to receive and the terms and conditions upon which the Payer will pay the Participant and/or Provider/Supplier in connection with the provision of Covered Services. The term Payer Agreement includes all coverage, payment and other requirements applicable to the Medicare program, Parts A and B, but it does not include CIN Agreements.

1.18 Performance Initiatives means shared savings arrangements with Commercial Payers, as well as certain payment initiatives developed by the Center for Medicare & Medicaid Innovation, specifically including, but not limited to the Bundled Payment for Care Improvement (“BPCI”) Initiative.

1.19 Performance Standards means criteria or metrics for measuring clinical quality, patient satisfaction, resource utilization, and cost effectiveness with regard to the delivery of Covered Services, as set forth in an applicable CIN Agreement, including, those defined in connection with the Programs, Program Regulations, applicable Provider Manuals or as set forth in AHN Policies.

1.20 Performance Year means the time period specified in an applicable CIN Agreement upon which AHN’s performance is assessed for purposes of determining the existence of a Shared Savings Incentive Award, and will have the meaning set forth at 42 C.F.R. § 425.20 for purposes of the MSSP.

1.21 Primary Care Services means the specific CPT/HCPCS codes defined as “primary care services,” and/or the services furnished by designated primary care health care physicians and/or allied health care providers (e.g., family practice, internal medicine, general practice and pediatrics) as specified in each CIN Agreement, including, for purposes of the MSSP, the HCPCS codes listed as primary care services under 42 C.F.R. Part 425, as amended, which as of the Effective Date consists of the following: (1) 99201 through 99215; (2) 99304 through 99340, 99341 through 99350, G0402, G0438, G0439; and (3) revenue center codes 0521, 0522, 0524 and 0525 submitted by FQHCs (for services furnished prior to January 1, 2011), or by RHCs.

1.22 Program Regulations means the final rule issued by CMS under Section 3022 of the Affordable Care Act, 42 C.F.R. Part 425, and any amendments or additional regulations promulgated thereunder which apply with respect to the MSSP.

1.23 Provider Manual means the compilation of policies and procedures, rules and regulations which are developed by a Payer and applicable to AHN, Participants and/or Provider/Supplier under a Payer Agreement.

1.24 Provider/Supplier means each licensed person or entity, who may or may not be affiliated with a Participant, who bills for services under the TIN of a Participant; *provided that* in the event that the term “Participant” as indicated on Exhibit B has the same meaning as “ACO Participant” as set forth at 42 C.F.R. 425.50 for purposes of the MSSP, then term “Provider/Supplier” will have the same meaning as the term “ACO Provider/Supplier” as set forth at 42 C.F.R. § 425.20 for purposes of the MSSP only.

1.25 Shared Savings Incentive Award means an amount to be paid to AHN by a Payer under a CIN Agreement for a Performance Year, which will be used, distributed and/or paid in accordance with the applicable Shared Savings Incentive Award Methodology, and will have the meaning as “Shared Savings” set forth at 42 C.F.R. § 425.20 for purposes of the MSSP.

1.26 Shared Savings Incentive Award Methodology means the methodology adopted by Board of Managers Approval by which AHN will use (including through the establishment of appropriate reserves), distribute and/or pay funds received from a Shared Savings Incentive Award under each respective CIN Agreement. The Shared Savings Incentive Award Methodology will be adopted no later than ninety (90) days following the commencement of the each respective CIN Agreement and once so adopted, may only be changed upon Board of Managers Approval.

1.27 Statewide Initiatives means arrangements with other AHN organizations, on a regional, statewide or other basis, pursuant to which AHN seeks to participate in population health management activities for a population of beneficiaries that expands beyond the AHN's primary service area. The Board of Managers will evaluate prospective Statewide Initiatives to determine whether AHN and its Participants should participate in the Statewide Initiative, and the Board of Managers will have the authority to enter into agreements in connection with such Statewide Initiatives that will include Participant, and its affiliated Provider/Suppliers in the Statewide Initiative's network of participants; provided that such arrangement will not infringe upon Participant's rights and privileges under this Agreement, including Participant's ability to terminate this Agreement.

EXHIBIT B

MEDICARE SHARED SAVINGS PROGRAM (“MSSP”) ADDENDUM

In addition to the other provisions of the CIN Participation Agreement (the “Agreement”), of which this Exhibit is a part, in the event that You are designated by AHN and agree to participate in the Medicare Shared Savings Program (“MSSP”), You agree to be bound by and comply with the provisions of this Exhibit B. The capitalized terms in this Exhibit B will have the meaning set forth in the Participation Agreement, and as further defined herein.

1.1 MSSP “Participant” Status.

(a) In accordance with the Participation Agreement, Participant agrees to participate in MSSP through AHN as an “ACO Participant” as that term is defined at 42 C.F.R. § 425.20 (such that AHN will furnish CMS with information on Participant’s TIN, and that TIN will be restricted to being an “ACO Participant” in AHN’s MSSP ACO only). However, AHN reserves the right to monitor, and Participant agrees to promptly inform AHN of, any changes in Participant’s status as a participant in any other MSSP ACO or similar Medicare initiative that involves shared savings payments. In the event AHN or Participant determines that Participant’s participation in the MSSP through AHN should be changed to that of an “Other Entity” for purposes of the MSSP, the parties agree to take such actions and execute such documents as reasonably necessary to make such change to Participant’s MSSP participation status.

(b) You agree to comply with the terms of the MSSP Agreement and to sign any additional documents required by AHN or CMS to evidence that agreement. All references to You in this Agreement will include each of Your individual Provider/Supplier affiliates who furnish services that are billed through Your TIN. You further authorize AHN to furnish to CMS information on Your TIN and other information required to be provided for “ACO Participants” under the MSSP.

(c) You, for Yourself and on behalf of each of Your affiliated Provider/Suppliers, agree to be bound by and comply with the terms of this Exhibit B as it relates to Your status as an ACO Participant in the MSSP. You shall cause each of Your affiliated Provider/Suppliers to execute a Provider/Supplier Addendum, (a “Provider/Supplier Addendum”), the form of which is attached hereto as Exhibit B-1, thereby agreeing to be bound by and comply with the terms of this Agreement as it relates becoming an ACO Provider/Supplier in the MSSP. You shall provide AHN with a list of Your Provider/Suppliers and shall provide written notification of any additions to, or removals from the list of Provider/Suppliers by delivering to AHN an updated Provider/Supplier list and a Provider/Supplier Addendum signed by any added Provider/Supplier within ten (10) business days of such change, any such additions to become effective not sooner than the date such Provider/Supplier is credentialed and is approved in compliance with AHN policies.

1.2 Medicare Enrollment; Notice.

(a) During the Term, You must enroll and participate in the Medicare program. You will update Your Medicare enrollment information, including the addition and deletion of Your Provider/Suppliers billing through Your TIN, on a timely basis in accordance with Medicare program requirements. You must immediately notify AHN in the event of suspension or other termination of Your Medicare enrollment.

(b) You will promptly notify AHN in writing in accordance with the notice requirements specified herein prior to any changes in Your or Your Provider/Supplier's business address, business telephone number, office hours, changes to or obtainment of an additional TIN, national provider identification number, malpractice insurance carrier or coverage, or DEA registration number. "Promptly" for purposes of this Section will mean at least ten (10) days in advance of any such change and, under all circumstances, no later than ten (10) days following completion of such change, to permit AHN to comply with AHN's CMS notification requirements.

1.3 Meaningful Commitment and Accountability. You agree to demonstrate a meaningful commitment to AHN's mission by devoting time, effort, and resources to performing CIN Activities and using Your best efforts to meet and be held accountable for meeting applicable Performance Standards, including the processes required by 42 C.F.R. § 425.112 of the Program Regulations. You agree to, and You will require Your Provider/Suppliers to, become accountable for the quality, cost, and overall care of the Covered Persons assigned to AHN.

1.4 Certifications. At the end of each Performance Year, an individual with legal authority to bind Your organization will be required to certify to the best of his or her knowledge, information and belief: (a) that You are in compliance with the requirements of the MSSP, and (b) regarding the accuracy, completeness, and truthfulness of all data and information that is generated or submitted by You, including any quality data or other information relied upon by CMS in determining AHN's eligibility for, and the amount of a Shared Savings Incentive Award.

1.5 Compliance with Applicable Laws and Regulations. AHN, You and each of Your Provider/Suppliers agrees to comply with all applicable Federal laws including: (a) Federal Criminal Law; (b) the False Claims Act; (c) the anti-kickback statute (42 U.S.C. 1320a-7b(b)); (d) the civil monetary penalties law (42 U.S.C. 1320a-7a); (e) the physician self-referral law (42 U.S.C. 1395nn); (f) the Program Regulations; and (g) as necessary to protect the tax exempt status of AHN, its affiliates, and other Participants which are tax exempt entities.

1.6 Beneficiary Inducement. AHN, You, Your Provider/Suppliers, and other individuals or entities performing functions or services related to CIN Activities, are prohibited from providing gifts or other remuneration to beneficiaries as inducements for receiving items or services *except as* permitted by applicable law, including applicable waivers provided under the MSSP as implemented by AHN Policies.

1.7 Referrals. You are prohibited from (a) conditioning the participation of any individual or entity performing activities for AHN on referrals of federal healthcare program business for federal health care program beneficiaries who are not assigned to AHN, (b) requiring that MSSP Covered Persons be referred only to other Participants or to any other provider or supplier (except that You may require referrals by Your Provider/Supplier(s) operating within the scope of their contractual arrangement to Your organization, so long as the employees and Provider/Suppliers remain free to make referrals without restrictions or limitation if: (i) the beneficiary expresses a preference for a different provider, practitioner or supplier; (ii) the beneficiary's Payer determines the choice of provider, practitioner or supplier; or the (iii) referral is not in the beneficiary's best medical interests in the judgment of the referring party).

1.8 Marketing. You agree to use and comply with Marketing Materials and Activities in accordance with the Program Regulations and as provided in the MSSP Agreement. You agree to only use Marketing Materials and Activities that are approved by AHN and CMS in connection with the MSSP, and to discontinue immediately the use of Marketing Materials or Activities that are disapproved by AHN or CMS.

1.9 Notification of Participation. You must: (a) notify MSSP Covered Persons at the point of care by posting signs that You are participating in the MSSP; (b) comply with other AHN Policies and the Program Regulations; and (c) if You provide Primary Care Services as defined in the MSSP, You agree to provide Covered Persons with standardized written notices approved by AHN and CMS, regarding participation in the Program and the right to opt out of data sharing (see Section 1.12 below).

1.10 Claims/Encounter/Quality Data. You will provide, without limitation, access to data requested by AHN to perform its obligations under the MSSP Agreement at any time during or after the Term, and Your obligation to furnish such data shall survive the termination of the Agreement.

1.11 Shared Savings Incentive Awards. As described in Section 4.4 of the Agreement, AHN may be eligible for Shared Savings Incentive Awards in accordance with the terms of the MSSP Agreement. The opportunity to receive a portion of Shared Savings in the form of Incentive Awards or other financial arrangements will encourage You to adhere to the quality assurance and improvement program and evidence-based medicine guidelines established by AHN. You agree that, subject to applicable law, You will distribute amounts earned by Your Provider/Suppliers under a Shared Savings Incentive Award Methodology pursuant to AHN Policies.

1.12 Notification Regarding Access to Clinical Data. If You are an ACO Participant that provides Primary Care Services as defined under the Program Regulations, before requesting claims data about a particular MSSP Covered Person, You provide the Covered Person with written notice explaining that AHN may request such claims data and that such Covered Person will have a meaningful opportunity to “opt-out” and decline having his/her claims data shared with AHN. You must also comply with any data use agreement entered into by AHN, the Program Regulations and other applicable law relative to beneficiary-identifiable data.

1.13 Additional Acknowledgment and Agreements. CMS will assess and monitor the performance of AHN, You and Your Provider/Suppliers, under the MSSP, including (a) assessing the avoidance of at-risk beneficiaries, and (b) monitoring compliance with quality Performance Standards. AHN will not qualify to share in savings under the MSSP in any year in which it fails to fully and completely comply with the quality Performance Standards. AHN will not be eligible to share in any savings generated under certain circumstances set forth in 42 C.F.R. § 425.500 of the Program Regulations, and You and Your individual Provider/Suppliers who are eligible professionals cannot earn a Physician Quality Reporting System incentive outside of the MSSP.

1.14 Maintenance of Records. You agree: (i) to maintain all books, contracts, records, documents, data and other information related to the Agreement or MSSP Agreement for a minimum period of 10 years from (ii) the end of the term of an applicable MSSP Agreement, or (b) the date of completion of any audit, evaluation, or inspection by the CMS; provided, however, You agree to retain such records for an additional six (6) years in the event that (y) CMS determines there is a special need to retain a particular record or group of records for a longer period; or (z) there has been a termination, dispute, or allegation of fraud or similar fault against AHN, You, Your Provider/Suppliers, or other individuals or entities performing functions or services related to CIN Activities. Further, CMS, the Department of Health and Human Services (“DHHS”), the Comptroller General, and the Federal Government or their designees have the right to audit, inspect, investigate, and evaluate any books, contracts, records, data, documents and other information created or used by AHN, You, and other individuals or entities performing CIN Activities that pertain to: (a) AHN’s compliance with the MSSP; (b) the quality of services performed and the determination of amount due to or from CMS; and (c) the ability of AHN to bear the risk of potential losses and to repay any losses to CMS.

1.15 Exclusive Participation. Under the MSSP, Participants (TINs) that are ACO Participants (as defined in Section 1.1 above) that furnish Primary Care Services are limited to participation in only one MSSP accountable care organization (or similar Medicare initiative involving shared savings). Therefore, in the event You (a) participate as an ACO Participant and (b) You *also* furnish Primary Care Services, You agree that You will not participate in any other MSSP accountable care organization, or similar Medicare initiative that involves shared savings payments, during the Term. (Note that the exclusivity requirement only applies to TINs and does not prevent individual Provider/Suppliers from participating in more than one MSSP ACO to the extent the Provider/Supplier bills for services under multiple TINs.) Further, in the event that (i) AHN has determined that You will participate as an “Other Entity”, or (ii) You do not furnish any Primary Care Services to Medicare beneficiaries, You may participate in more than one MSSP accountable care organization, and the exclusive participation provisions set forth in this Section 1.13 will not apply to You and Your TIN.

1.16 Changes in Information. You must promptly, at least thirty (30) days in advance of any change, and under all circumstances, no later than ten (10) days following the completion of any such change, notify of any changes applicable to Your TIN, NPI(s), business address, business telephone number, office hours, malpractice insurance carrier or coverage, or DEA registration related to You or any of Your Provider/Suppliers.

1.17 Participation by Your Provider/Suppliers. To the extent You participate as an ACO Participant, each of the providers and suppliers who bill for services under Your TIN will be considered Your Provider/Suppliers for purposes of the MSSP, and shall be required to comply with the Program Regulations as well as the applicable terms of the Participation Agreement and this Addendum. You hereby agree, and shall ensure that each of Your affiliated Provider/Suppliers billing through the TIN of the ACO participant agrees to participate in the MSSP, and will comply with the requirements and conditions of the Program Regulations (including, but not limited to, those specified in 42 C.F.R. Part 425, the MSSP Agreement, federal criminal law, False Claims Act, anti-kickback statute, civil monetary penalties law, and physician self-referral law).

1.18 Accuracy of Information. You represent and warrant that all information submitted to AHN by You on the Application Questionnaire is true and correct as of the stated date.

1.19 Remedial Action.

(a) Notwithstanding anything in the Agreement or this Exhibit B to the contrary, AHN may take remedial action against You, and may require You to take remedial action against Your affiliated Providers/Suppliers, including imposition of a corrective action plan, denial of incentive payments, and termination of the Agreement, to address non-compliance with the requirements of the MSSP and other program integrity issues, including those identified by CMS, as consistent with 42 C.F.R. § 425.116.

(b) AHN may take remedial action against You, including, but not limited to, including imposition of a corrective action plan, denial of incentive payments, and termination of this Agreement, and may require You to take remedial action against Your Providers/Suppliers, to address noncompliance with Program Regulations and other Medicare program integrity issues.

1.20 Consequences of Early Termination. In the event of termination of this Agreement prior to the expiration of the Term, You may, subject to AHN policies and Program Regulations, be excluded from participation in any Shared Savings Incentive Award for the Performance Year in which the Agreement is terminated.

1.21 Effect of Termination. You and Your Providers/Suppliers will cooperate and provide all requested information regarding services provided under this Agreement for AHN to satisfy its obligations arising under law, including pursuant to Program Regulations arising after the effective date of termination. You will comply with AHN's close-out process and policies, which require Your furnishing of all data necessary to complete the annual assessment of AHN's quality of care or other initiatives/requirements arising under Program Regulations. Such obligations will also include those relating to record retention, data sharing, quality reporting, and beneficiary continuity of care. This provision will survive termination of the Agreement for any reason.

1.22 Construction. In the event of conflict between the language of the Agreement and any Program Regulations, the language of the Program Regulations will prevail with respect to the terms applicable to the MSSP.

EXHIBIT B-1

FORM OF PROVIDER/SUPPLIER ADDENDUM

This Provider/Supplier Addendum is effective as of the “Addendum Effective Date” listed on the signature page and is made by and between _____ (“Provider/Supplier”) and the Existing Parties (defined below). Capitalized terms in this Provider/Supplier Addendum shall have the meaning set forth in the Participation Agreement (defined below).

RECITALS

Arkansas Health Network, LLC, an Arkansas limited liability company, and _____ (collectively the “Existing Parties”) have entered into a CIN Participation Agreement effective _____, 20__, (the “Participation Agreement”).

Provider/Supplier practices medicine or other authorized form of professional practice as an employee, contractor, shareholder, or member of Participant and desires to provide certain services in compliance with and receive benefit from the Participation Agreement.

NOW THEREFORE, in consideration of the covenants and promises recited herein, the parties to this Provider/Supplier Addendum agree to be legally bound as follows:

1. Participation Agreement. Provider/Supplier hereby commits to become accountable for the quality, cost, and overall care of Covered Persons in accordance with the MSSP Agreement. In furtherance of the foregoing commitment, Provider/Supplier confirms he or she has reviewed and agrees to be bound by and comply with all of the applicable terms and conditions of the Participation Agreement.
2. Representations and Warranties. Provider/Supplier hereby confirms the representations and warranties of Participant under the Participation Agreement as applicable to Provider/Supplier.
3. Acknowledgements. Provider/Supplier expressly acknowledges that Provider/Supplier shall comply with all additional obligations specified in Exhibit B of the Participation Agreement.
4. Term and Termination. The term of this Provider/Supplier Addendum shall be coterminous with the Participation Agreement. If the Participation Agreement is terminated for any reason, this Provider/Supplier Addendum shall automatically terminate on such date. In addition, if Provider/Supplier’s affiliation with Participant under an employment or other contractual relationship terminates for any reason, this Provider/Supplier Addendum shall also automatically terminate as of such date.

IN WITNESS WHEREOF, the parties have executed this Provider/Supplier Addendum to be effective as of the Addendum Effective Date, notwithstanding execution on a different date.

Provider/Supplier Arkansas Health Network, LLC Participant

(Signature)

(Printed Name)

[Name/Title]

[Name/Title]

(NPI number)

Addendum Effective Date: _____

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is made and entered into by and between _____ (“**Participant**”) and Arkansas Health Network, LLC (“**AHN**”). This Agreement is effective as of _____ (“**Effective Date**”).

RECITALS

WHEREAS, AHN in its capacity as an Accountable Care Organization (“**ACO**”) is organized to develop and operate a clinically integrated network of health care providers for the purpose of participating in “Performance Initiatives,” “Statewide Initiatives,” and as an accountable care organization under the “Medicare Shared Program” (“**MSSP**”) (collectively, the “**Programs**”) pursuant to which, ACO will enter into one or more “CIN Agreements” with Commercial Payers and/or the Centers for Medicare & Medicaid Services (“**CMS**”).

WHEREAS, Participant has entered into a contract with ACO as an ACO Participant to provide, or arrange for the provision of, health care services for the patients assigned to ACO (“**Participation Agreement**”) as further described in the Participation Agreement; and

WHEREAS, the parties to this Business Associate Agreement have a relationship whereby (i) Participant provides ACO access to its Protected Health Information, which shall include electronic Protected Health Information (collectively “**PHI**”), and the PHI of its ACO Provider/ Suppliers who have entered into addenda to the Participation Agreement, to allow ACO to assist Participant in improving the quality and efficiency of health care services rendered to Participant’s patients (thus qualifying as health care operations under 45 C.F.R. §164.501); and (ii) Participant shall perform services for ACO to assist ACO in conducting ACO Activities for other ACO Participants and ACO Provider/Suppliers to improve the quality and efficiency of patient care services, which may require Participant to access the PHI of others; and

WHEREAS, Participant and ACO acknowledge that each party has certain obligations under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), as amended, including those provisions of the American Recovery and Reinvestment Act of 2009 (“**ARRA**”), specifically the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), and their implementing regulations to maintain the privacy and security of PHI. The parties intend this Agreement to satisfy those obligations including, without limitation, the requirements of 45 C.F.R. § 164.504(e) pertaining to ACO agreements; and

WHEREAS, all capitalized terms herein shall have the meaning ascribed to them in the Participation Agreement.

NOW THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

I. DEFINITIONS

- a) “**Administrative Safeguards**” shall mean the administrative actions, policies and procedures to manage the selection, development, implementation and maintenance of security measures to protect PHI and to manage the conduct of ACO’s workforce in relation to the protection of such PHI.
- b) “**Business Associate**” shall have the meaning defined in 45 C.F.R. § 160.103. ACO shall be the Business Associate for all ACO Participants and ACO Provider/Suppliers so long as ACO conducts ACO Activities under ACO Shared Savings Agreements with Payors. The term “Business Associate” shall also include Participant and its ACO Provider/Suppliers to the extent that it or they perform services for ACO in conducting ACO Activities for other ACO Participants and ACO Provider/Suppliers.
- c) “**Covered Entity**” shall mean the health care provider, individual or entity identified as “Participant” herein. The term Covered Entity shall include Participant and its ACO Provider/Suppliers to the extent it or they disclose PHI to Business Associate in conducting of ACO Activities.
- d) “**Data Aggregation Services**” shall mean, with respect to PHI created or received by Business Associate in its capacity as a Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities, as defined in 45 C.F.R. § 164.501.
- e) “**Designated Record Set**” shall mean a group of records maintained by or for Covered Entity that consists of the following: (a) medical records and billing records about Individuals (as defined herein) maintained by or for a health care provider; (b) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used in whole or in part, by or for Covered Entity to make decisions about Individuals. For these purposes, the term “record” means any item, collection, or group of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.
- f) “**Data Use Agreement**” shall mean that certain agreement entered into by Business Associate and CMS) governing the use and re-use of PHI provided by CMS to Business Associate in its capacity as an ACO, or any CIN Agreement with a Payer which requires the use of a Data Use Agreement.
- g) “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996, the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services, the HITECH Act (as defined below) and any future regulations promulgated thereunder, all as may be amended from time to time.
- h) “**HITECH**” shall mean the Health Information Technology for Economic and Clinical Health of 2009 as set forth at 42 U.S.C. 17921 et seq.

- i) “**Individual**” shall have the same meaning as the term “individual” is defined in 45 C.F.R. 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- j) “**Participating Provider**” shall mean the status of Covered Entity in relation to Business Associate as an ACO and shall be evidenced by a Participating Provider Agreement entered into by both parties hereto.
- k) “**Physical Safeguards**” shall mean the physical measures, policies and procedures to protect Covered Entity’s electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion, as further described in 45 C.F.R. § 164.310.
- l) “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
- m) “**Protected Health Information**” and/or “**PHI**” shall have the same meaning as the term “protected health information” is defined in 45 C.F.R. § 160.103, limited only to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information and PHI shall include any PHI maintained as an electronic health record (“**ePHI**”) as that term is defined in HITECH, 42 U.S.C. 17921.
- n) “**Required By Law**” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- o) “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- p) “**Security Incident**” shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- q) “**Security Rule**” shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162 and 164.
- r) “**Technical Safeguards**” shall mean the technology and the policy and procedures for its use that protect PHI and control access to it, as further described in 45 C.F.R. § 164.312.
- s) “**Underlying Agreement**” means the written contract for services between Covered Entity and Business Associate generally described as the ACO Provider Participation Agreement.
- t) Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule, or HITECH or any future regulations promulgated or guidance issued by the Secretary.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a) **Use and Disclosure.** Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

- b) **Safeguards to be in Place.** Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. Additionally, Business Associate shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule.
- c) **Duty to Mitigate.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any access, use, or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Privacy or Security Rule. Business Associate shall communicate, in writing, to Covered Entity, within three (3) business days of discovery of such access, use or disclosure, a description of the event and the actions taken by Business Associate to mitigate any harm.
- d) **Business Associate's Agents and Subcontractors.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees, in writing, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including implementation of reasonable and appropriate safeguards to protect PHI.
- e) **Duty to Provide Access.** To the extent Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to the PHI in the Designated Record Set to Covered Entity or, as directed by Covered Entity, to the Individual, in order to meet the requirements under 45 C.F.R. 164.524. Any denial by Business Associate of access to PHI shall be the responsibility of, and sufficiently addressed by, Business Associate, with written notice to the Covered Entity including, but not limited to, resolution of all appeals and/or complaints arising therefrom.
- f) **Amendment of PHI.** Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity, or an Individual, and within a reasonable time and manner.
- g) **Duty to Make Internal Practices Available.** Business Associate agrees to make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI, and any PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy or Security Rule.
- h) **Documenting Disclosures/Accounting.** Business Associate agrees to document any disclosures of PHI and information in its possession related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. Business Associate agrees to provide to Covered Entity information collected in accordance with Section II(h) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.
- i) **Reporting Disclosures to Covered Entity.** In addition to the duty to mitigate under Section II(c), Business Associate agrees to report to Covered Entity any use or disclosure

of the PHI not provided for by this Agreement or the Privacy or Security Rule of which it, or its officers, employees, agents or subcontractors become aware, including any Security Incident of which it becomes aware, as soon as practicable but no longer than three (3) business days after the discovery of such disclosure. Notwithstanding the foregoing, Covered Entity agrees that this Agreement shall constitute notice for reporting by Business Associate to Covered Entity of unsuccessful Security Incidents, which are not reasonably considered by Business Associate to constitute an actual threat to an information system of Business Associate.

- j) **Notification of Breach.** Business Associate shall notify Covered Entity within three (3) business days after it, or any of its employees or agents, reasonably suspects that a breach of unsecured PHI, as defined by 45 C.F.R. § 164.402, may have occurred. Business Associate shall exercise reasonable diligence to become aware of whether a breach of unsecured PHI may have occurred and, except as stated to the contrary in this Section, shall otherwise comply with 45 C.F.R. § 164.410 in making the required notification to Covered Entity. Business Associate shall cooperate with Covered Entity in the determination as to whether a breach of unsecured PHI has occurred and whether notification to affected individuals of the breach of unsecured PHI is required by 45 C.F.R. § 164.400 et seq., including continuously providing the Covered Entity with additional information related to the suspected breach as it becomes available. In the event that Covered Entity informs Business Associate that (i) Covered Entity has determined that the affected individuals must be notified because a breach of unsecured PHI has occurred and (ii) Business Associate is in a better position to notify the affected individuals of such breach, Business Associate shall immediately provide the required notice (1) within the time frame defined by 45 C.F.R. § 164.404(b), (2) in a form and containing such information reasonably requested by Covered Entity, (3) containing the content specified in 45 C.F.R. § 164.404(c), and (4) using the method(s) prescribed by 45 C.F.R. § 164.404(d). In addition, in the event that Covered Entity indicates to Business Associate that Covered Entity will make the required notification, Business Associate shall promptly take all other actions reasonably requested by Covered Entity related to the obligation to provide a notification of a breach of unsecured PHI under 45 C.F.R. 164.400 et seq. Business Associate shall indemnify and hold Covered Entity harmless from all liability, costs, expenses, claims or other damages that Covered Entity, its related corporations, or any of its or their directors, officers, agents, or employees, may sustain as a result of a Business Associate's breach of its obligations under this Section, including reasonable attorney's fees and any criminal or civil penalties, fines or assessments levied against Covered Entity, as the result of acts or omissions of Business Associate, by a court or administrative agency having jurisdiction over the matter.
- k) **Compliance With Applicable State Laws.** To the extent state law is not preempted by HIPAA, Business Associate shall comply with applicable state law protecting the access, use, disclosure of PHI, as the state law may be amended from time to time.
- l) **Delegation of Obligations.** To the extent Business Associate is delegated to carry out Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such delegated obligations.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a) **General Use and Disclosure Provisions.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity for the purposes set forth in III(b), if such use or disclosure of PHI would not violate the Privacy or Security Rule if done by Covered Entity.
- b) **Specific Use and Disclosure Provisions.**
1. Business Associate may use and disclose PHI to perform services for Covered Entity, including specific services, as set out in the Underlying Agreement, and any additional services necessary to carry out those specific services in the Underlying Agreement, including any reporting requirements by CMS necessary to maintain its status as an ACO.
 2. Business Associate may use PHI in its possession for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
 3. Business Associate may disclose PHI in its possession for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached. With respect to its status as an ACO, Covered Entity acknowledges and agrees, Business Associate shall make any required reports to CMS, or any other Payer with which Business Associate has an applicable CIN (as that term is used in the Provider Participation Agreement, in order to comply with the requirements of the foregoing entities in accordance with its agreement with CMS, or the other Payer, and applicable regulatory requirements.
 4. Business Associate may de-identify any and all PHI in its possession obtained from Covered Entity with Covered Entity's prior written consent, and use such de-identified data, in accordance with all de-identification requirements of the Privacy Rule.
 5. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1). Covered Entity shall be furnished with a copy of all correspondence sent by Business Associate to a federal or state authority.
 6. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity.
 7. Any use or disclosure of PHI by Business Associate shall be in accordance with the minimum necessary policies and procedures of Covered Entity and the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity

under this Agreement and the Underlying Agreement, as well as Business Associate's agreement with CMS.

IV. OBLIGATIONS OF COVERED ENTITY

- a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices (“NPP”) of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity agrees to amend its NPP to identify itself as a Participating Provider in the ACO.
- b) Covered Entity shall notify Business Associate in a timely manner of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such change may affect Business Associate's permitted or required use or disclosure of PHI.
- c) Covered Entity shall notify Business Associate in a timely manner of any restriction to the use and/or disclosure of PHI, which the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- e) Covered Entity agrees to comply with any terms imposed upon Business Associate as an ACO to use, re-use, disclosure or providing access to any PHI provided by ACO to it as a Participating Provider of ACO which PHI ACO receives or creates for CMS or any other applicable Payer, pursuant to a Data Use Agreement the parties have executed. Business Associate shall provide such terms to Covered Entity in the Participating Provider Agreement.

V. TERMINATION

- a) **Term.** The term of this Agreement shall be effective as of the Effective Date and shall terminate upon termination of the Underlying Agreement, upon termination of Business Associate's ACO agreement with CMS or any other applicable Payer whereby the parties have executed a CIN Agreement, and when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination provisions of Section (V)(c)(2).
- b) **Termination for Cause.** Upon either party's knowledge of a material breach by the other party, such party shall either:
 - 1. Provide an opportunity for the breaching party to cure the breach, end the violation, or terminate this Agreement if the breaching party does not cure the breach or end the violation within thirty (30) days; or
 - 2. Immediately terminate the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible.
- c) **Effect of Termination.**

1. Except as provided in paragraph V(c)(2) of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification in writing of the conditions that make return or destruction infeasible. Upon verification that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.
- d) **Judicial or Administrative Proceedings.** Notwithstanding any other provision herein, Covered Entity may terminate the applicable Underlying Agreement, effective immediately, upon a finding or stipulation that Business Associate violated any applicable standard or requirement of the Privacy Rule or the Security Rule or any other applicable laws related to the security or privacy of PHI, relating to the Underlying Agreement, in any criminal, administrative or civil proceeding in which the Business Associate is a named party.

VI. MISCELLANEOUS

- a) **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended and for which compliance is required.
- b) **Amendment.** No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties, except as set forth in Section VI(1) below.
- c) **Indemnification.** Business Associate shall indemnify Covered Entity for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Covered Entity incurs arising from a violation by Business Associate of its obligations hereunder. Covered Entity shall indemnify Business Associate for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Business Associate incurs arising from a violation by Covered Entity of its obligations hereunder.
- d) **Survival.** The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

- e) **Interpretation.** Any ambiguity or inconsistency in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and HITECH.
- f) **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity and its respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g) **Notices.** Any notices to be given to either party under this Agreement shall be made in writing and delivered via US mail or express courier to the address given below, and/or via facsimile to the facsimile number listed below.

If to AHN:

Fax: _____

If to Participant:

Fax: _____

- h) **Headings.** The section headings are for convenience only and shall not be construed to define, modify, expand, or limit the terms and provisions of this Agreement.
- i) **Governing Law and Venue.** This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Arkansas, without giving effect to its conflict of law provisions.
- j) **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
- k) **Effect on Underlying Agreement.** If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Agreement shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.
- l) **Modification.** The parties acknowledge that State and Federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary to implement the standards and requirements of HIPAA, HITECH and other applicable state and federal laws relating to the security or confidentiality of PHI as determined solely by Business Associate.

In the event that a federal or state law, statute, regulation, regulatory interpretation or court/agency determination materially affects this Agreement, as is solely determined by Business Associate, the parties agree to negotiate in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) days after the date of notice seeking negotiations or the effective date of the change in law or regulation, or if the change in law or regulation is effective immediately, the Business Associate, in its sole discretion, may unilaterally amend this Agreement to comply with the change in law upon written notice to Covered Entity. Covered Entity acknowledges and agrees that CMS may impose compliance requirements on Business Associate to maintain its status as an ACO. Covered Entity agrees to cooperate with Business Associate in maintaining its status as an ACO including agreeing to amend this Agreement if necessary and if such amendment does not result in a violation of law.

VII. OBLIGATIONS OF BUSINESS ASSOCIATE PURSUANT TO HITECH

- a) **Access to PHI in an Electronic Format.** If Business Associate uses or maintains PHI in an Electronic Health Record, as defined by HITECH, Business Associate must provide access to such information in an electronic format if so requested by an Individual. Any fee that Business Associate may charge for such electronic copy shall not be greater than Business Associate's labor costs in responding to the request. If an individual makes a direct request to Business Associate for access to a copy of PHI, Business Associate will promptly inform the Covered Entity in writing of such request.
- b) **Prohibition on Marketing Activities.** Business Associate shall not engage in any marketing activities or communications with any Individual unless such marketing activities or communications are allowed by the terms of the Underlying Agreement and are made in accordance with HITECH or any future regulations promulgated thereunder. Notwithstanding the foregoing, any payment made to Business Associate for marketing activities shall be in accordance with HITECH or any future regulations promulgated thereunder.
- c) **Application of the Security Rule to Business Associate.** Business Associate shall abide by the provisions of the Security Rule and use all appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Without limiting the generality of the foregoing sentence, Business Associate shall:
 - (i) Adopt written policies and procedures to implement the same administrative, physical, and technical safeguards required of the Covered Entity; and
 - (ii) Abide by the most current guidance on the most effective and appropriate technical safeguards as issued by the Secretary.
- d) **Prohibition on Receipt of Remuneration for PHI.** Business Associate shall not receive any remuneration, directly or indirectly, in exchange for any PHI, unless so allowed by the terms of the Underlying Agreement and in accordance with HITECH and any future regulations promulgated thereunder.

VIII. ENFORCEMENT

Business Associate acknowledges that, in the event it violates any applicable provision of the Security Rule or any term of this Agreement that would constitute a violation of the Privacy Rule, Business Associate will be subject to and will be directly liable for any and all civil and criminal penalties that may result from such violation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date reflected above.

ON BEHALF OF ARKANSAS HEALTH NETWORK, LLC (AHN):

ON BEHALF OF _____ (Participant):

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date