

11/14/2013

**KENTUCKYONE HEALTH PARTNERS, LLC
ENTITY AGREEMENT**

This Entity Agreement (“Agreement”) is between KentuckyOne Health Partners, LLC, a Kentucky limited liability company (“CIN”), and [REDACTED], a Kentucky [REDACTED] (“Entity,” “You” or “Your”) with the tax identification number (“TIN”) listed on the signature page hereto.

A. CIN is organized to participate to participate: (i) as an accountable care organization (“ACO”) under the “Medicare Shared Savings Program” (“MSSP”); (ii) in quality and efficiency program initiatives with payers other than Medicare (“Payer Programs”); and (iii) arrangements with Hospitals whereby CIN and certain of its participating entities will assist Hospitals in various initiatives to improve the quality and efficiency of services provided to Hospital patients (“Hospital Initiatives”), (Payer Programs and Hospital Initiatives collectively referred to as, “Commercial Programs”).

B. By entering into this Agreement, You agree to act as an “Other Entity” for purposes of the MSSP and to provide certain functions and/or services to CIN as further described herein (the “MSSP Services”). You will not participate in CIN as an “ACO participant” as that term is defined at 42 C.F.R. § 425.20.

C. By entering this Agreement, You further acknowledge and agree that You may be designated to participate as a Commercial Participant in more or more Commercial Programs by CIN.

D. To the extent applicable to the MSSP or a Commercial Program, Your affiliated physicians and/or non-physician providers, who execute a Provider Acknowledgement and are approved by CIN (“Your Providers”), will provide MSSP Services to CIN and/or participate in one or more Commercial Programs.

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

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.

1.1 Scope of Agreement. This Agreement is intended to serve as a master agreement governing the relationship between CIN and You with respect to the MSSP and any Commercial Program Agreements. By executing this Agreement, You agree, and will require Your Providers to agree, to provide MSSP Services to CIN, and to participate as a Commercial Participant in any Commercial Program Agreements designated by CIN in a written notice to You. For purposes of this Agreement “Your Providers” shall mean only those affiliated physicians and/or non-physician providers, who execute a Provider Acknowledgement, attached as Exhibit B, demonstrating their desire and agreement to participate as provided herein. You agree to comply with the terms of each applicable Commercial Program Agreement, and You agree to sign, and to the extent necessary, have Your Providers sign, any documents required by CIN or a Payer to evidence that agreement. As applicable, all references to “You” in this Agreement, and all Addendums, Exhibits and Schedules will also apply to and bind each of Your Providers.

2. ENTITY AND PROVIDER OBLIGATIONS

2.1 Basic Requirements. During the term of this Agreement, You and each of Your Providers must, as applicable, meet and maintain the following “Basic 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 CIN or Covered Persons in accordance with all applicable state and federal laws and the terms of this Agreement and an applicable Commercial Program Agreement; (g) consent and agree to CIN’s disclosure and submission of Your tax identification number (TIN) and each of Your Providers’ provider identifiers (i.e., Medicare NPI) to Payers; (h) bill for Covered Services furnished to Covered Persons solely through the billing number assigned to Your TIN; (i) submit to CIN credentialing and be approved and reapproved pursuant to criteria established by CIN upon Board of Managers Approval, and (j) meet all other Basic Requirements defined in CIN Policies, including without limitation, meeting quality standards imposed by any Payer under a Commercial Program Agreement.

2.2 General Obligations. Following Board of Managers Approval, You will participate in any designated Commercial Program Agreements effective as of the later of the date of this Agreement, the date defined in the applicable Commercial Program 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 Providers agrees to, perform CIN Activities and to be bound by and comply with this Agreement, CIN Policies, the applicable Payer Agreement and Provider Manuals, and Performance Standards, as applicable to each Commercial Program Agreement in which You are designated to participate. You further agree to require each of Your Providers, who desire to provide MSSP Services to CIN and/or to participate in any Commercial Program Agreements, to execute a Provider Acknowledgement in the form attached hereto as Exhibit B.

2.3 Provision of Covered Services. You agree to provide to Covered Persons those Covered Services that Your Providers are licensed and credentialed to provide in compliance with this Agreement and an applicable Payer Agreement, and to 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.

2.4 Provider/Patient 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 Providers’ competence and license, including the quality and levels of such care and treatment.

2.5 Insurance. You must maintain in effect during the Term, policy(ies) of professional liability insurance providing coverage which insures You and Your Providers against any act, error, or omission for which You or any of Your agents or employees, specifically including Your Providers, 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 Providers, You agree to purchase “tail” coverage providing on-going coverage for You or the terminated Provider, as

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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 CIN with evidence of compliance with this Section upon request. Your obligations under this Section may be satisfied by insurance policies covering Your Providers which name You as an additional insured. By requiring insurance herein, CIN is not representing that coverage and limits will necessarily be adequate to protect You or Your Providers, and such coverage and limits will not be deemed as a limitation on Your or Your Providers' liability under the indemnities granted to CIN in this Agreement, including any Exhibits.

2.6 Indemnification. Because CIN does not interfere with the patient/physician relationship or Your requirement to practice medicine according to Your independent medical judgment, You and Your successors and assigns, agree to indemnify CIN, its members, Board of Managers, employees, agents, successors and assigns, against all loss, liability, claims or actions based upon or arising out of damage or injury (including death) to persons or properties caused by Your acts or omissions, the acts or omissions of Your Providers, agents or employees arising from (a) the performance of services to any Covered Person; (b) any breach or non-compliance with this Agreement; (c) Your performance of CIN Activities; (d) Your provision of MSSP Services; or (e) in connection with any act or omission of You, Your Providers, agents or employees under the terms of this Agreement.

2.7 Marketing. You agree to use and comply with Marketing Materials and Activities to the extent provided for by Commercial Program Agreements. CIN and any Payer may make public reference to You in connection with the applicable Commercial Program, and use Your demographic and other descriptive information in its published rosters. You may inform third parties that You are providing services to CIN and/or participating in one or more Commercial Programs but may not otherwise market or use the name or trademark of CIN without CIN's prior written approval. For purposes of the MSSP, You agree to only use Marketing Materials and Activities that are approved by CIN and CMS, and discontinue immediately the use of Marketing Materials or Activities that are disapproved by CIN or CMS.

2.8 Non-exclusivity. Except as otherwise expressly provided herein, this Agreement is non-exclusive and You and Your Providers are free to contract directly or through another clinically integrated network with any payer that has not contracted with CIN, unless otherwise prohibited under one or more Commercial Program Agreements.

2.9 MSSP Participation. You agree to provide CIN with the MSSP Services as described in Exhibit D. You further agree to comply with the additional MSSP terms and conditions contained in Exhibit D, which are incorporated by reference herein. Unless otherwise agreed in writing by You and CIN, for purposes of the MSSP, Your participation shall be deemed to be solely as an "Other Entity" providing services to CIN, and not as an "ACO participant" as that term is defined at 42 C.F.R. § 425.20. As such, You will perform functions and/or services related to CIN Activities, but CIN will not include Your taxpayer identification number ("TIN") in the list of ACO participants provided to CMS, and You will remain free to participate in more than one MSSP ACO.

3. RECORDS, DATA AND CONFIDENTIALITY

3.1 Records. You must maintain medical and other records, and collect data and information relating to services furnished in connection with the Commercial Programs in accordance with applicable state and federal laws and CIN Policies. Except as limited by a Commercial Program, You agree to provide CIN 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 CIN to perform CIN Activities and meet applicable Performance Standards.

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3.2 Data Submission. During the Term, if required by an applicable Commercial Program or for Your performance of the MSSP Services, You must prepare and submit electronically claims and Encounter Data for Covered Services rendered to Covered Persons along with information necessary to process and/or to verify such claims and all other data and information, including quality data, required by CIN Policies and applicable Commercial Programs.

3.3 Access to Records and Documentation. Commercial Program Agreements or the MSSP may require You to submit to an audit to evaluate the records, data and other information created or used by CIN, You, Your Providers, and other individuals or entities performing CIN Activities that pertain to a Commercial Program or the provision of MSSP Services. You agree to cooperate fully with any such requests. 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 until the expiration of four (4) years after the furnishing of such services 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 similar provision

3.4 Confidential Information. You agree that all Confidential Information of CIN, except medical records of Covered Persons and any other non-aggregated information belonging to You, is the exclusive property of CIN, is confidential and may not be used or disclosed by You, except as expressly permitted herein or required by law. In the event of a breach of this Section, CIN 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 CIN. "Confidential Information of CIN" 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 CIN; (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 CIN; (d) all proprietary computer software, programs, data files, and documentation; (e) all work product (including materials developed by You or Your Providers) prepared in connection with or resulting from the performance of services under this Agreement; and (f) all CIN Policies and the methods and manner by which CIN 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 CIN pursuant to any statute, regulation, order or other form of valid legal process, You must provide CIN with prior written notice of such compelled disclosure in accordance with CIN Policies as soon as practicable after receiving the legal process to permit CIN to seek a protective order. If, following receipt of such written notice from You, CIN is unable to obtain or does not seek a protective order, and You are legally compelled to disclose the Confidential Information of CIN, then Your disclosure of such Confidential Information of CIN 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 CIN or any Participant, Other Entity, Provider 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 CIN's designated compliance officer and, unless otherwise required by law, provide CIN 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 You receive as a result of reporting any violation or perceived violation of law based on such non-public information to be donated to an organization

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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 CIN and/or other Participants, Other Entities and Providers 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, Other Entities and Providers, You are conducting health care operations on behalf of such other Participants, Other Entities and Providers and are therefore a Business Associate of such other Participants, Other Entities and Providers. 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.

3.6 OHCA. You agree that CIN and all of its Participants, Other Entities and Providers are designated as an OHCA, as defined at 45 CFR 160.103, for purposes of conducting quality assessment and improvement activities, conducting utilization review and performing other CIN Activities. As such, You agree to make public that You are participating in CIN and agree that CIN may identify You (and may identify other Participants and Other Entities) as participating in CIN. You agree to conduct its activities as a member of the OHCA consistent with Your Notice of Privacy Practices. Notwithstanding the foregoing, You acknowledge and agree that the OHCA is created as a data sharing arrangement and does not otherwise create any legal relationship between the parties, and You, and each other Participant, Other Entity and CIN, are solely responsible for, and each retain all liability in connection with, their own compliance with the requirements of HIPAA.

4. CIN AWARDS AND FINANCIAL OBLIGATIONS

4.1 Relationship With Payers. During the Term, You must maintain in effect, a separate Payer Agreement with each Payer with whom CIN has entered into a Commercial Program Agreement applicable to You. You must also immediately notify CIN in the event of suspension or other termination of any such Payer Agreement. You acknowledge and agree that a Payer may restrict or limit the number of Participants and/or Providers participating in a Commercial Program Agreement.

4.2 Fee Negotiations. CIN will not initially negotiate fees with any Payers, and will limit its negotiations of Commercial Program Agreements to those involving shared savings and similar arrangements. However, during the Term, CIN 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 Participants. Prior to any such negotiations of Payer Agreements on Your behalf, CIN will provide You with ninety (90) days prior written notice in accordance with CIN Policies. Upon Your receipt of such notice, You will be permitted to terminate this Agreement by written notice to CIN within ninety (90) days thereafter. If You do not elect to terminate this Agreement, any Payer Agreement negotiated by CIN will supersede any individual Payer Agreements You have previously entered into with the designated Payer.

4.3 Payer Obligations to Pay Claims. Except as expressly agreed in writing by CIN, each Payer has full and final responsibility and liability for payment of claims under an applicable Payer Agreement. CIN 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.

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4.4 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 or Other Entities, or seek or request fee-related information regarding any other person or entity participating in CIN. CIN 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 or Other Entity (except as permitted by law).

4.5 Incentive Awards and Shared Loss Obligations. CIN may be eligible for Incentive Awards in accordance with the terms of the MSSP or a Commercial Program Agreement. CIN will use and/or distribute each Incentive Award in accordance with the applicable Incentive Award Methodology. To the extent CIN receives Incentive Awards for a Commercial Program and distributes all or a portion of such Incentive Awards to Participants, You shall only be entitled to receive a distribution for Incentive Awards associated with Commercial Programs in which You and Your Providers have participated during the applicable period. CIN understands and agrees that it will not enter into Commercial Program Agreements that include downside risk until such time as the Board of Managers determines that CIN is capable to manage such downside risk. If CIN enters into a Commercial Program Agreement that has a Shared Loss Obligation, CIN will satisfy the obligation in accordance with the applicable Shared Loss Payment Methodology for such Commercial Program Agreement. As compensation for Your provision of MSSP Services, You may also be entitled to receive a distribution of a portion of any Incentive Award received by CIN for CIN's participation in the MSSP. Any such distribution will be made in accordance with the applicable Incentive Award Methodology as determined by CIN. As an Other Entity, You will not be liable for any Shared Loss Obligation in relation to the MSSP.

5. TERM AND TERMINATION

5.1 Term and Renewal. The Initial Term of this Agreement shall commence on [REDACTED], 20[REDACTED] ("Effective Date") and shall expire on December 31, 2015 unless otherwise earlier terminated as provided herein. Upon expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year Renewal Terms 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 referred to as the "Term".)

5.2 Termination of Agreement. Either party may terminate this Agreement for any or no reason, without penalty, upon providing the other with one hundred eighty (180) days' prior written notice. The participation of each of Your Providers will automatically terminate upon such termination.

5.3 Termination of a Provider. CIN may terminate the participation of an individual Provider in any Commercial Program, or from providing MSSP Services to CIN, for any or no reason, upon providing You with ninety (90) days' prior written notice. The participation of any of Your Providers will immediately and automatically terminate with respect to all Commercial Programs and the provision of MSSP Services upon the termination of the Provider's employment or other contractual relationship with You.

5.4 Additional Grounds for CIN Termination. CIN may also terminate this Agreement, or the participation of an individual Provider in any Commercial Program or from providing MSSP Services to CIN, for: (a) failure to meet and maintain the Basic Requirements; (b) engaging in conduct inconsistent with or potentially detrimental to the delivery of quality patient care or contrary to the best interests of CIN; or (c) material non-compliance with this Agreement, a Commercial Program Agreement, the MSSP Rules or CIN Policies; provided that in lieu of terminating this Agreement CIN may terminate the participation of You or any of Your individual Providers in select Commercial Programs, or from providing MSSP Services, only. You and/or Your Provider(s) will be provided thirty (30) days advance

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written notice prior to termination under this Section and given a reasonable period (not to exceed thirty (30) days) following such notice to cure.

5.5 Immediate Suspension. The Board of Managers may immediately suspend You or any of Your Providers' participation in any or all Commercial Programs, or from providing MSSP Services, pending completion of termination proceedings if the Board of Managers has a reasonable basis for concluding that You or such Provider poses a risk to patient care or disrupts CIN operations.

5.6 Review of Decision. Any and all decisions of CIN 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 Commercial Program Agreement. The termination of a given Commercial Program Agreement will automatically terminate the participation of You and each of Your Providers in that particular Commercial Program Agreement.

5.8 Termination of MSSP Participation Agreement. The termination of CIN's MSSP participation agreement with CMS will automatically terminate the provision of MSSP Services by You and each of Your Providers under this Agreement.

5.9 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 termination of a Commercial Program Agreement of CIN's MSSP participation agreement, any and all financial benefits, rewards, or incentives available under the terms of such Commercial Program Agreement or MSSP participation agreement will be used and/or distributed in accordance with the applicable 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 CIN within thirty (30) days after receipt of the written notice. In the absence of CIN'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 CIN. The amendment of this Agreement will not require the separate consent of Your Providers.

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 CIN, KentuckyOne Health, Inc. ("KYOne") or any of CIN's Participants or Other Entities, or is otherwise deemed to be in violation of any federal or state law or regulation that applies to CIN, KYOne or any of CIN's Participants or Other Entities, or any of their respective 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, CIN 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 Providers will not cause CIN 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://usccb.org/about/doctrine/ethical-and-religious-directives/>.

6.4 Excluded Provider. In addition to the other assurances provided by the parties, You represent and warrant that neither You nor any of Your Providers is now nor at any time in the past, has been, excluded from participation in any federally funded health care program, including Medicare and Medicaid. You represent and warrant that You 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. You agree to notify CIN immediately in the event of any threatened, proposed or actual exclusion of You or any of Your Providers from such a program, and this Agreement or the Provider's participation hereunder 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, including but not limited to: (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 MSSP Rules; and (g) as necessary to protect the tax exempt status of other Participants or Other Entities which are tax exempt entities. You agree 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, CIN or KYOne may immediately terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement.

6.6 Beneficiary Inducement. CIN, You, Your Providers, 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 CIN Policies.

6.7 Prohibitions Related to Referrals. You are prohibited from (a) conditioning the participation of any individual or entity performing activities for CIN on referrals of federal healthcare program business for federal health care program beneficiaries who are not assigned to CIN, (b) requiring that Medicare Covered Persons be referred only to other Participants, Other Entities or to any other provider or supplier (except that You may require referrals by Your Provider(s) operating within the scope of their contractual arrangement to Your organization, so long as the employees and Providers 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).

6.8 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 Providers; *and further provided that* CIN 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, CIN and You, their legal representatives and their permitted successors and assigns.

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6.9 Waiver. No waiver of or failure by either party to enforce any of the terms, conditions, or obligations herein will be construed as a waiver of any subsequent breach of such term, condition, or obligation, or of any other 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.

6.10 Notices. Except where this Agreement indicates that notice will be furnished in accordance with CIN 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 CIN to You will be deemed to constitute notice to each of Your Providers.

6.11 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.

6.12 Choice of Law; Venue. This Agreement and will be construed and governed by the laws of the Commonwealth of Kentucky irrespective of its choice-of-law principles. Venue for any action arising under this Agreement will lie in Jefferson County or in the federal courts for the Western District of Kentucky.

6.13 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.

6.14 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.

6.15 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.

6.16 Independent Contractors. The parties to this Agreement are independent entities, and 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.

6.17 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.

6.18 KentuckyOne Health, Inc. as Third Party Beneficiary Only. The parties agree that KentuckyOne Health, Inc. shall be an express third party beneficiary for purposes of enjoying or

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enforcing the specific rights and privileges specified in Sections 2.5, 3.4, 6.2, 6.3, 6.4 and 6.5 of this Agreement only, but KentuckyOne Health, Inc. shall not otherwise be a party to this Agreement.

[Signature Page Follows]

EXHIBIT A

DEFINITIONS

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

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

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

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

1.4 CIN Activities means the active and ongoing program of health care quality and efficiency initiatives developed and implemented by CIN to evaluate and modify practice patterns by Participants, Other Entities and Providers and to create a high degree of interdependence and cooperation among them to control costs and ensure quality, including but not limited to, participation in the MSSP and Commercial Programs.

1.5 Commercial Participant. means an entity that has executed an agreement with CIN and has been designated by CIN to participate in one or more Commercial Programs.

1.6 Commercial Program Agreements means the contract(s) between CIN and one or more Payers, entered into by CIN, pursuant to which CIN, Participants and Providers agree to work together to manage and coordinate care of Covered Persons assigned to CIN or achieve a Hospital Initiative under an applicable Commercial Program.

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 CIN for purposes of a Commercial Program Agreement.

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 all hospital facilities located in the Commonwealth of Kentucky that contract with CIN to obtain services to improve the quality and efficiency of hospital services rendered to Hospital patients by engaging CIN in one or more Hospital Initiatives, and those facilities that are owned and operated by either Jewish Hospital and St. Mary's Healthcare in Louisville, Kentucky or St. Joseph Health System in Lexington, Kentucky.

1.11 Incentive Award means an amount to be paid to CIN by a Payer under a Commercial Program Agreement for a Performance Year, which will be used, distributed and/or paid in accordance with the applicable Incentive Award Methodology. For MSSP purposes, Incentive Award shall have the meaning set forth at 42 C.F.R. § 425.20.

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

1.13 Marketing Materials and Activities means all requirements related to marketing that are imposed under a Commercial Program and an applicable Commercial Program Agreement. For MSSP purposes, Marketing Materials and Activities shall have the meaning set forth at 42 C.F.R. § 425.20.

1.14 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.

1.15 Other Entity means an entity that provides certain functions and/or services (MSSP Services) to CIN in relation to CIN's participation in the MSSP, but which does not participate in CIN as an "ACO participant" as that term is defined at 42 C.F.R. § 425.20 for purposes of the MSSP.

1.16 Participant means a Commercial Participant or a MSSP Participant.

1.17 MSSP Participant means an entity that has executed an agreement with CIN to participate as an "ACO participant" (as defined at 42 C.F.R. § 425.20) in the MSSP.

1.18 Payer means: (i) a third party payer of Covered Services, which has entered into a Commercial Program Agreement with CIN, 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; (ii) a Hospital under a Hospital Initiative; or (iii) Medicare for purposes of the MSSP.

1.19 Payer Agreement means a contract between a Payer and a Participant, Other Entity and/or Provider 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, Other Entity and/or Provider for the provision of Covered Services.

1.20 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 Commercial Program Agreement, including, those defined in connection with the Commercial Programs, applicable Provider Manuals or as set forth in CIN Policies.

1.21 Performance Year means the time period specified in an applicable Commercial Program Agreement upon which CIN's performance is assessed for purposes of determining the existence of an Incentive Award or Shared Loss Obligation. For MSSP purposes, Performance Year shall have the meaning set forth at 42 C.F.R. § 425.20.

1.22 Primary Care Services means the set of services defined as primary care services in an applicable Payer Agreement. For MSSP purposes, Primary Care Services shall have the meaning set forth at 42 C.F.R. § 425.20.

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

1.24 Provider means each licensed person or entity, who may or may not be affiliated with a Participant or Other Entity, who bills for services under the TIN of a Participant or Other Entity. (For purposes of this Agreement, Your “Providers” shall be limited to those individuals who have executed a Provider Acknowledgement as provided herein.) For MSSP purposes, Provider shall have the meaning set forth for “ACO provider/supplier” at 42 C.F.R. § 425.20

1.25 Shared Loss Payment Methodology means the methodology adopted upon Board of Managers Approval and in accordance with CIN’s Operating Agreement to satisfy financial obligations CIN may have under each applicable Commercial Program Agreement to raise capital and/or otherwise satisfy CIN’s Shared Loss Obligation under the applicable Commercial Program Agreement. The Shared Losses Payment Methodology will be adopted upon Board of Managers Approval and in accordance with CIN’s Operating Agreement no later than ninety (90) days following the commencement of the each respective Commercial Program Agreement which may result in a Shared Loss Obligation, and the methodology, once so adopted, may only be changed upon Board of Managers Approval and otherwise in accordance with the Operating Agreement.

1.26 Shared Loss Obligation means an amount to be paid by CIN to a Payer under an applicable Commercial Program Agreement. Whether or not a Commercial Program Agreement will include a Shared Loss Obligation will be determined only upon Board of Managers Approval and in accordance with the Operating Agreement.

EXHIBIT B

PROVIDER ACKNOWLEDGEMENT ADDENDUM

The undersigned licensed health care providers (each a "Provider") each hereby acknowledge and agree to be legally bound as provided herein, effective as of _____, 20__ (the "Effective Date").

1. _____ ("Entity") has entered into an Entity Agreement with KentuckyOne Health Partners, LLC ("CIN"), dated _____, 20__, (the "Entity Agreement"), a copy of which is has been provided to Provider.

2. Provider is currently affiliated with Entity under an employment or other contractual relationship, bills for services to patients under the Entity's taxpayer identification number ("TIN"), and desires to provide certain services in compliance with and receive benefit from the Entity Agreement.

3. The capitalized terms in this Addendum shall have the meaning set forth in the Entity Agreement, and all terms of the Entity Agreement as applicable to Provider are incorporated herein by reference.

4. By executing this Addendum, Provider commits to become accountable for the quality, cost, and overall care of Covered Persons under Commercial Program Agreements. In furtherance of the foregoing commitment, Provider has received, reviewed, and agrees to be bound by and comply with all of the terms and conditions of the Entity Agreement, as applicable to Provider.

5. Provider hereby represents and warrants that, as of the Effective Date and at all times during the term of this Addendum, he/she meets and will continue to meet all applicable Basic Requirements stated in Section 2.1 of the Entity Agreement, and any other Basic Requirements defined in CIN Policies, including without limitation, meeting quality standards imposed by any Payer under a Commercial Program Agreement.

6. The term of this Addendum shall be coterminous with the Entity Agreement; provided, however, Provider will not be deemed to a Provider under the Entity Agreement until he/she has been approved by CIN. In the event that the Entity Agreement is terminated for any reason, this Addendum shall also automatically terminate on such date. In addition, in the event that Provider's affiliation with Entity under an employment or other contractual relationship terminates for any reason case, this Addendum shall also automatically terminate as of such date.

7. Counterpart. This Addendum may be signed by the parties using multiple signature pages, each of which evidences an original signature and together constitute a single written agreement.

[Signature Page Follows]

11/12/2013

IN WITNESS WHEREOF, the undersigned have executed this Addendum to be effective as of the Effective Date.

PROVIDERS:

Signature: _____

Date: _____

Printed Name: _____

Provider Number/NPI: _____

Signature: _____

Date: _____

Printed Name: _____

Provider Number/NPI: _____

Signature: _____

Date: _____

Printed Name: _____

Provider Number/NPI: _____

Signature: _____

Date: _____

Printed Name: _____

Provider Number/NPI: _____

Signature: _____

Date: _____

Printed Name: _____

Provider Number/NPI: _____

Signature: _____

Date: _____

Printed Name: _____

Provider Number/NPI: _____

Signature: _____

Date: _____

Printed Name: _____

Provider Number/NPI: _____

11/12/2013

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

11/12/2013

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“**Agreement**”) is made and entered into by and between [REDACTED] (“**Participant**”) and KentuckyOne Health Partners, LLC (“**CIN**”). This Agreement is effective as of [REDACTED], 2013 (“**Effective Date**”).

RECITALS

WHEREAS, CIN is organized to participate (i) as an accountable care organization (“**ACO**”) under the “Medicare Shared Savings Program” (“**MSSP**”) and in “Commercial Shared Savings Programs” pursuant to which, CIN will enter into one or more “**Program Agreements**” with the Centers for Medicare & Medicaid Services (“**CMS**”) and commercial payers, and (ii) in arrangements with hospitals under Program Agreements whereby CIN and its Participants will assist the hospitals in improving the quality and efficiency of services provided to hospital patients (“**Hospital Initiatives**”), (the MSSP, Commercial Shared Savings Programs and Hospital Initiatives, collectively referred to as “**Programs**”); and

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

WHEREAS, the parties to this Agreement have a relationship whereby (i) Participant provides CIN access to its Protected Health Information (as defined below) (“**PHI**”), and the PHI of its Provider/ Suppliers (as defined in the Participant Agreement) who have entered into addenda to the Participant Agreement, to allow CIN 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 CFR 164.501); and (ii) Participant shall perform services for CIN to assist CIN in conducting CIN Activities for other Participants and 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 CIN 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 CFR 164.504(e).

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 ePHI and to manage the conduct of Business Associate’s or Covered Entity’s workforce in relation to the protection of such ePHI.
- b) “**Breach**” shall have the same meaning as the term "breach" at 45 CFR 164.402.
- c) “**Business Associate**” shall have the meaning defined in 45 CFR 160.103. CIN shall be the Business Associate for all Participants and Provider/Suppliers so long as CIN conducts CIN Activities under Program Agreements with Payors. The term “**Business Associate**” shall also include Participant and its Provider/Suppliers to the extent that it or they perform services for CIN in conducting CIN Activities for other Participants and Provider/Suppliers.
- d) “**Covered Entity**” shall mean the health care provider, individual or entity identified as “**Participant**” herein. The term Covered Entity shall include Participant and its Provider/Suppliers to the extent it or they disclose PHI to Business Associate in conducting of CIN Activities.
- e) “**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 Business Associate with PHI received by 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.
- f) “**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.
- g) “**Data Use Agreement**” shall mean that certain agreement entered into by Business Associate and the CMS governing the use and re-use of PHI provided by CMS to Business Associate in its capacity as an ACO.
- h) “**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 (as defined below) and

any future regulations promulgated thereunder, all as may be amended from time to time.

- i) **“HITECH”** shall mean the Health Information Technology for Economic and Clinical Health of 2009 as codified at 42 U.S.C. 17921 et seq.
- j) **“Individual”** shall have the same meaning as the term “individual” is defined in 45 CFR 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- k) **“Participating Provider”** shall mean the status of Covered Entity in relation to Business Associate as an ACO and shall be evidenced by a Participant Agreement entered into by both parties hereto.
- l) **“Physical Safeguards”** shall mean the physical measures, policies and procedures to protect Covered Entity’s or Business Associate’s electronic information systems and related buildings and equipment, from natural and environmental hazards and unauthorized intrusion.
- m) **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- n) **“Protected Health Information”** and/or **“PHI”** shall have the same meaning as the term “protected health information” is defined in 45 CFR 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 transmitted or maintained in electronic media (**“ePHI”**).
- o) **“Required By Law”** shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- p) **“Secretary”** shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.
- q) **“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.
- r) **“Security Rule”** shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162 and 164, Subparts A and C.
- s) **“Technical Safeguards”** shall mean the technology and the policy and procedures for its use that protect ePHI and control access to it.
- t) **“Underlying Agreement”** means the written contract for services between Covered Entity and Business Associate generally described as the Participant Agreement.

- u) “**Unsecured PHI**” shall have the same meaning as the term “unsecured protected health information” at 45 CFR 164.402.
- v) 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 comply with 45 CFR 164, Subpart C to the same extent such provisions apply to Covered Entity.
- 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.** In accordance with 45 CFR 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate 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, in the form and format requested including electronically if the Designated Record Set is electronically maintained, to Covered Entity or, as directed by Covered Entity, to the Individual or another person properly designated by the Individual, in order to meet the requirements under 45 CFR 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 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 CFR 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 and/or Business Associate'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 CFR 164.528. Business Associate agrees to provide to Covered Entity information collected in accordance with this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 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 PHI not provided for by this Agreement 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 use or 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, 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 CFR 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 CFR 164.400 et seq., including continuously providing 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 CFR 164.404(b), (2) in a form and containing such information reasonably requested by Covered Entity, (3) containing the content specified in 45 CFR 164.404(c), and (4) using the method(s) prescribed by 45 CFR 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 CFR 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 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) **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 and to carry out the legal responsibilities of Business Associate, provided that such 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 to comply with the requirements of CMS in accordance with its agreement with CMS 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 CFR 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 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") maintained in accordance with 45 CFR 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 CIN.
- 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 CFR 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, disclose or provide access to any PHI provided by CIN to it as a Participating Provider of CIN which PHI CIN receives or creates for CMS pursuant to the Data Use Agreement. 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 Program Agreement with CMS, 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;
 - 2. Immediately terminate the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary to the extent such report is Required By Law.
- 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(m) 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. Any limitation of liability contained in the Underlying Agreement shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of this Agreement.
- 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 CIN: KentuckyOne Health Partners, LLC
Attn: Don Lovasz
201 Abraham Flexner Way
Louisville, KY 40202
Fax: 502-587-4600

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 _____, 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) **Relationship of the Parties.** In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.
- m) **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. Either party may unilaterally amend this Agreement to bring the Agreement into full compliance with the change in law or regulation by providing notice of amendment to the other party and such amendment shall be deemed effective unless the other party provides written objection to the amendment within ten (10) days of its receipt. If there is a written objection then the parties shall in good faith try to come to a resolution within the sooner of sixty (60) days of the date of the written objection or the effective date of the change in law or regulations. If the change in law or regulation is effective immediately, then 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. 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.

[Signature Page Follows]

11/12/2013

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

KentuckyOne Health Partners, LLC

(CIN)

(PARTICIPANT):

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

EXHIBIT D

MSSP SERVICES AND ADDITIONAL TERMS

In addition to the other provisions of this Agreement, in the event that You participate in the Medicare Shared Savings Program (“MSSP”), You agree to be bound by and comply with the provisions of this Exhibit D which pertain specifically to the MSSP.

1. **MSSP Services.** During the term of this Agreement, You and/or Your affiliated Providers will provide CIN with the following functions and/or services related to CIN’s participation in the MSSP and CIN Activities, as may be more fully defined by CIN from time to time (collectively, the “MSSP Services”):

2. **MSSP Rules.** By executing this Agreement, You will, and You represent and warrant that each of Your Providers has agreed to, be bound by and comply with 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 that apply with respect to the MSSP (the “MSSP Rules”).

3. **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 CIN’s eligibility for, and the amount of an Incentive Award or the amount of Shared Loss Obligation or other monies owed to CMS.

4. **Additional MSSP Requirements for Maintenance of Records.** You agree: (i) to maintain all books, contracts, records, documents, data and other information related to this Agreement or the MSSP Services for a minimum period of 10 years from (ii) the end of the term of CIN’s MSSP participation agreement with CMS or (iii) 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 CIN, You, Your Providers, 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 CIN, You, and other individuals or entities performing CIN Activities that pertain to: (a) CIN’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 CIN to bear the risk of potential losses and to repay any losses to CMS.

5. **Construction.** In the event of conflict between the language of this Agreement and any MSSP Rules, the language of the MSSP Rules shall prevail with respect to the terms applicable to the MSSP.