

**GENESIS ACCOUNTABLE PHYSICIAN NETWORK
PARTICIPATING PHYSICIAN SERVICES AGREEMENT**

This Participating Physician Services Agreement (“**Agreement**”) is entered into and effective _____ (the “**Effective Date**”) by and between Genesis Accountable Physician Network, LLC, a Texas limited liability company, located at 5501 LBJ Freeway, Suite 950, Dallas, TX, 75240-2362 (“**GAPN**”) and _____ M.D./D.O, located at _____ Texas _____ (“**Physician**”).

RECITALS

- A. GAPN has established a clinically-integrated network of physicians (“**GAPN Organization**”), for physicians engaged in private practice who are affiliated with GAPN to deliver coordinated health care to the public. Physicians in the GAPN Organization are also referred to in this Agreement as “**GAPN Organization Physicians.**”
- B. Physician desires to enter into this Agreement whereby Physician will participate in the GAPN Organization and clinically integrate his or her private medical practice with other GAPN Organization Physicians to both coordinate the delivery of primary and specialty care, regardless of clinical setting and to enhance the quality of care delivered across the GAPN Organization. Physician will also promote cost effective and efficient health care services to the patients within the GAPN Organization and work to enhance patient satisfaction.
- C. GAPN desires to enroll Physician who has communicated commitment to the GAPN Organization goal of delivering health care at the highest quality by efficient means.

In consideration of the mutual promises herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 “**Clinical Integration Programs**” means the programs implemented by GAPN to improve the quality of care and facilitate a coordinated system for the delivery of cost effective and efficient health care services to the public.

1.2 “**Coinsurance**” means an amount a Covered Person is required to pay for Covered Services calculated as a certain specific amount or a percentage of the contracted reimbursement for such Service.

1.3 “**Copayment**” means a fixed payment for Covered Services set out in Covered Person’s Health Plan that patient or guarantor must pay for certain types of visits. This amount can vary based on care setting and/or service type.

1.4 “**Covered Person**” means an individual, or eligible dependent of such individual, whether referred to as Subscriber, Member, Physician, Enrollee or otherwise, who is determined

by a Payor to be enrolled and eligible to receive Covered Services under the terms of the Payor's Health Plan.

1.5 “**Covered Services**” are those medically necessary health care services and benefits provided by a Covered Person's Health Plan.

1.6 “**Deductible**” means the amount of annual medical expense the Covered Persons must pay before a Payor's reimbursement for a Covered Person's Covered Services begins.

1.7 “**GAPN Organization**” means the collective group of GAPN Organization Physicians and other providers delivering patient care through the clinically integrated program managed by GAPN.

1.8 “**GAPN Organization Physician**” means any Physicians participating in the GAPN Organization.

1.9 “**GAPN Organization Committees**” means the committees comprised of GAPN Organization Physicians, and such committees' reporting structure, responsibilities and prerogatives as established by GAPN, to address issues such as, but not limited to, quality, utilization, clinical integration, credentialing, discipline, and clinical guideline development. The GAPN Organization Committees may develop and implement such programs or committees as deemed appropriate to facilitate the delivery of quality and cost efficient health care within the GAPN Organization.

1.10 “**Health Plan**” means a contract, insurance policy, plan document or other written instrument issued, sponsored or administered by a Payor containing the terms and conditions under which an individual may be entitled to certain health care services and benefits.

1.11 “**HIE**” means health information exchange.

1.12 “**Panel**” means a panel of GAPN Organization Physicians aligned to improve quality and cost effectiveness for health care services for Covered Persons pursuant to a Payor Agreement.

1.13 “**Payor**” means an insurer, health maintenance organization, employer, labor union, third party administrator, state, federal or other governmental health care program or other entity that has entered into an obligation to directly provide reimbursement and accept financial responsibility for Covered Services according to the terms and conditions of a Covered Person's Health Plan and whose Covered Persons are authorized to access the GAPN Organization.

1.14 “**Payor Addendum**” means the addendum signed by Physician to participate in certain commercial, employer sponsored, state, federal or other governmental health care programs. Each signed Payor Addendum will be attached to and made a part of this Agreement.

1.15 “**Payor Agreement**” means the services agreement between a Payor and GAPN to provide Services for the Payor's Health Plan that authorizes Covered Persons access to Covered Services.

1.16 “**Payor Attachment**” means a summary provided by GAPN to Physician of the material terms and provisions of a Payor Agreement. GAPN will give written notice of any proposed Payor Agreements to Physician with a Payor Attachment, and Physician will have 21 days from the date of notice to opt out, in writing, of such Payor Attachment. If no written opt out is received by GAPN, Physician will be deemed to have agreed to the Payor Attachment.

1.17 “**POD**” means a group of approximately 12 to 25 GAPN Organization Physicians specializing in Primary Care and located in a single geographic area

1.18 “**Primary Care**” means general practice, internal medicine, pediatrics, family practice, and geriatric medicine.

1.19 “**Provider Manual**” means the Payor manual provided to its network health care providers containing the rules, policies, procedures, and programs governing provider duties and obligations with regard to the provision of Covered Services to Covered Persons, and claims administration for the Payor’s Health Plan(s), including, but not limited to, claims submission procedures, utilization management and quality management programs, eligibility verification procedures, grievance and dispute resolution procedures.

1.20 “**Quality Management Programs**” means those quality assurance programs implemented by GAPN and could include those programs implemented by a Payor or their designee to review and ensure the provision of appropriate levels of care and quality of Covered Services delivered to a Covered Person, including compliance with recognized quality standards, practice guidelines, standards of care, medical record maintenance standards, and office operational standards, including, but not limited to, a physician office site review, Covered Person access to Covered Services, and medical record documentation related to the care delivered in the physician’s office(s).

1.21 “**Services**” means the health care services, including supplies, customarily provided or arranged by a Physician for his/her patients.

1.22 “**Utilization Management Program**” means a program implemented by GAPN or its designee that reviews and determines the medical necessity and appropriateness of health care services provided to Covered Persons, including care coordination and case management to evaluate and efficiently deliver health care.

ARTICLE II GAPN OBLIGATIONS

2.1 Payor Agreements. GAPN will analyze Payor Agreements presented to GAPN by Payors in order to facilitate the participation by GAPN Organization Physicians in certain commercial, employer sponsored, state, federal or other governmental health care programs.

2.2 Distribution of Payor Agreements. GAPN will prepare and distribute Payor Attachments and, as required, Payor Addenda to GAPN Organization Physicians based on the terms and conditions of the Payor Agreements referenced in Section 2.1.

2.3 Committees. GAPN will establish and maintain the GAPN Organization Committees in support of the various clinical integration, quality and utilization measurement programs described in this Agreement.

2.4 Quality Data. GAPN will gather outcome and quality data regarding Physician patient care to assist Physician in assessing and enhancing Physician's quality of care, patient satisfaction and practice efficiencies in conjunction with Physician's affiliation and clinical integration with GAPN Organization Physicians. Physician agrees to cooperate with GAPN or its designee by providing such data in a mutually agreed format. The quality data will be reported to Physician, and Physician shall have the right to inspect Physician's individual data upon request. Physician agrees that to the extent it is reasonably required for purposes of quality and utilization measurement such data may be provided by GAPN to Payors. In the event a Payor conducts or uses economic profiling criteria in making credentialing decisions regarding Physician participation, Physician authorizes GAPN to request Physician's economic profile, including the economic criteria by which Physician was measured. Physician further understands and agrees that such quality data forms the basis, in part, upon which Physician will be compared to peers as related to quality assurance and utilization management.

2.5 Directories and Marketing. Physician agrees that GAPN and Payors may use Physician's name, address, telephone number, a description of Physician's specialty area of medical practice, board certification and accreditations in any directory or roster, brochure or publication of GAPN Organization Physicians utilized in marketing and advertising the GAPN Organization and a Payor's physician network. Physician may advertise, promote or publicize Physician's status under this Agreement or participation in the GAPN Organization upon the prior written approval of GAPN.

2.6 Payor Compliance with Applicable Texas Law. No term or provision in this Agreement shall be construed in any way to waive or limit a Payor's obligation to comply with applicable Texas laws and TDI rules and regulations when the Payor is a health maintenance organization (HMO) or insurer for an insured preferred provider organization (Insured PPO) sponsoring a Health Plan regulated by the TDI.

2.7 Reporting and Measuring. GAPN will monitor and report on various performance metrics, adherence to guidelines, cost efficiency, patient satisfaction, and any number of other metrics GAPN deems necessary to the operation of the GAPN Organization. Physician hereby agrees and acknowledges that these responses may be distributed to all GAPN Organization Physicians and other relevant third parties on a blinded basis and un-blinded to Payors as reasonably required to facilitate quality and utilization measurement.

ARTICLE III PHYSICIAN OBLIGATIONS

3.1 Initial Participation Requirements. As a condition precedent to the effectiveness of this Agreement, Physician shall satisfy the following minimum requirements for membership and participation in GAPN and maintain such requirements throughout the term of this Agreement and their participation in the GAPN Organization:

(a) current contractual commitment to support the Clinical Integration Programs as a party to this Agreement;

(b) board certification. The GAPN Board of Managers may waive the board certification requirement under unusual circumstances, even though a particular Payor does not. Examples of such circumstances might include years of practice, recognized clinical excellence or participation with a clinical program that evidences Physician's commitment to the GAPN goals of clinical integration. Physician acknowledges there may be Payors that will not waive the board certification credentialing requirement for participation in their physician networks;

(c) for those GAPN Organization Physicians who are not current members of Genesis Physicians Group, Inc., payment of an initial fee to GAPN, as determined by the GAPN Board of Managers, for eligibility to participate in the GAPN Organization and, as an ongoing participation requirement, reimbursement to GAPN for such credentialing fees as are reasonably incurred on Physician's behalf during the Term;

(d) within twelve (12) months of the Effective Date of this Agreement, installation and implementation of an electronic medical records system reasonably satisfactory to GAPN; and

(e) certification or other written confirmation that Physician has met the credentialing standards of the National Committee for Quality Assurance and GPG Holding Company, Inc. as determined pursuant to the credentialing services provided by GPG Holding Company, Inc. under its contract with GAPN.

3.2 Continuing Participation Requirements. As an ongoing condition of participation in the GAPN Organization under this Agreement, Physician shall satisfy the following requirements:

(a) commitment to support the various GAPN Organization Committees and their recommendations for the development, refinement and implementation of GAPN's clinical guidelines and minimum participation standards, as applicable;

(b) sufficient clinical activity within the GAPN Organization as determined in the reasonable determination of GAPN, to ensure meaningful participation in Quality Management, Utilization Management and Clinical Integration Programs developed by GAPN;

(c) significant clinical involvement with GAPN Organization Physicians as reasonably determined by GAPN through (i) commitment to refer GAPN Organization patients within the GAPN Organization, where medically appropriate, (ii) delivery of care to GAPN Organization patient populations, and (iii) compliance with benchmark, quality of care and clinical integration initiatives and policies implemented by GAPN;

(d) facilitation of and participation in quality assurance programs through clinical integration and clinical indicators for identified patient populations; and

(e) provide necessary clinical data to the GAPN Organization and through the GAPN Organization to the GAPN HIE at the minimal expense of the Physician, within twelve (12) months of initial GAPN Organization membership and on a continual basis thereafter, by a secured, electronic medium through either of the following mechanisms:

1. An electronic medical record system certified by the Certification Commission for Health Information Technology (“CCHIT”); or
2. An electronic database of clinical and operations data to facilitate clinical effectiveness reporting, including all federally mandated reporting such as Meaningful Use Reporting, Physician Quality Reporting Initiative, Patient Centered Medical Home, and Accountable Care Organizations (“ACOs”).

3.3 GAPN Organization Membership Compliance. Physician agrees to comply with and abide by the GAPN Organization membership requirements governing GAPN Organization membership, set forth in Sections 3.1 and 3.2, above, as well as all clinical integration programs, policies, and procedures, set forth, approved and communicated by the GAPN Organization. GAPN retains the right to modify all clinical integration programs, policies and procedures as deemed necessary by GAPN to ensure the integrity of the GAPN Organization. Physician failure to maintain all GAPN Organization membership requirements and comply with the GAPN Organization policies and procedures may be cause, immediate or otherwise, for termination of this Agreement in accordance with Sections 7.3, 7.4 or 7.5.

3.4 Payor Agreements.

(a) Physician acknowledges that the ability of GAPN Organization patients to be covered by Payors on a consistent basis ensures the coordination of delivery of health care across GAPN Organization Physicians and promotes the desired goal of efficiency and quality. Throughout the term of this Agreement, Physician agrees to consider participation in those Payor Agreements negotiated and entered into by GAPN as designated by GAPN and approved by Physician pursuant to Section 3.5, below.

(b) In establishing the various Panels, GAPN will conform to legal and regulatory agency requirements, any requirements stipulated by a Payor, as well as make an effort to select GAPN Organization Physicians based upon defined measures of quality, utilization, cost and other objective criteria that has been or may be established by GAPN. Physician acknowledges and agrees that the make-up of Panels in these arrangements may vary due to the application of these requirements, measures and criteria and, therefore, GAPN cannot guarantee that Physician will participate in any particular Panels or any minimum number of Panels.

(c) To the extent that Physician specializes in Primary Care:

1. GAPN, in its sole discretion, will designate those Payor Agreements and/or individual Payor Health Plan products that Physician, as a GAPN Organization Physician, may participate in by delivery of a Payor Attachment to Physician; and

2. In the event Physician participates in such Payor's network due to a Payor agreement other than this Agreement, then upon Physician's receipt of a GAPN notice of a Payor Attachment with such Payor under this Agreement, Physician shall terminate Physician's contract with such Payor, in accordance with and pursuant to the terms of such contract to avoid all potential conflicts with the Payor Agreement applicable under this Agreement.

(d) Upon GAPN's written notice to Physician of an effective date of Physician participation under a Payor Agreement, and subject to Physician's right to opt out pursuant to Section 3.5, below, Physician agrees to participate in such Payor's network of participating providers, and will provide Covered Services for Covered Persons in accordance with the terms of (i) this Agreement, (ii) the applicable Payor Attachment and (iii) the applicable Payor Agreement.

(e) Physician acknowledges that certain Payor Agreements with state, federal or other governmental health care programs may require an affirmative commitment to participate in such program. In those cases, GAPN will deliver to Physician a Payor Addendum for participation in such program. In order to participate in such program, Physician must opt in to participation by signing and returning the Payor Addendum to GAPN. Each signed Payor Addendum will become part of this Agreement and Physician will be obligated to cooperate and comply with the rules, policies, procedures and programs governing participation in such program. However, if Physician does not participate in state, federal or other governmental health programs, participation in those Payor Agreements will not be required.

3.5 Payor Attachments. GAPN will deliver to Physician a Payor Attachment summarizing the material terms of each proposed new or modified Payor Agreement, and Physician will have twenty-one (21) days from the date of receipt of such Payor Attachment ("Opt-out Deadline") to opt-out, in writing, of such Payor Attachment. If no written opt-out is received by GAPN postmarked by the Opt-out Deadline, Physician will be deemed to have agreed to the Payor Attachment. Physician's GAPN participation under this Agreement shall be deemed Physician's agreement to participate in such Payor's reimbursement arrangement and accept the Payor compensation for Covered Services rendered to Covered Persons for all Payor Attachments agreed to by Physician. Upon acceptance of and agreement to the Payor Attachment, Physician will take such reasonable actions as may be necessary to prepare for participation in the Payor's physician network under the applicable Payor Agreement. Physician's participation in the Payor's physician network will become effective on the date agreed to by GAPN and the applicable Payor. Physician further agrees to cooperate and comply with the rules, policies, procedures and programs governing participation in the Payor's network of participating providers, administration of the Payor's Health Plan(s) and Plan benefits, submission of claims and all other applicable terms of the Payor Agreement and such Payor's Provider Manual. In addition to the Payor Attachment, a copy of such Payor Agreement will be available for Physician review on the GAPN website (subject to password protection) or at GAPN offices upon request. Physician understands and acknowledges his/her responsibility for complying with all requirements present in such Payor Agreements that may or may not be included in a Payor Attachment.

3.6 Availability and Access to Services. The categories or types of Services that Physician will provide under this Agreement may be set forth and described in Attachment A to this Agreement. Subject to Physician's medical specialty, practice, available facilities and Service capability, Physician agrees to provide Covered Services for Covered Persons with the same standard of care, skill and diligence customarily exercised by similar physicians in the community in which such Covered Services are rendered. Physician agrees to ensure that Covered Services are available to Covered Persons twenty-four (24) hours a day, seven (7) days a week. Physician will use best efforts to provide at least sixty (60) days advance written notice to GAPN in the event Physician intends to close or limit his practice, or re-open his/her closed or limited practice. Physician will follow such applicable processes and notice procedures. Physician agrees to make such Covered Services available and accessible to Covered Persons in the same manner, in accordance with the same professional medical practice standards, and with the same access and availability as provided or arranged for Physician's other patients. Physician shall not discriminate against any Covered Person in the provision of Covered Services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, physical handicap, income, source of payment or participation in a prepaid Health Plan. Physician further agrees to comply with and abide by any applicable federal, state and/or local laws and regulations related to the delivery of health care services and practice of medicine.

3.7 Licensure and Certification. Throughout the term of this Agreement, Physician, and any health care professional utilized by Physician in his/her practice, that renders Services under this Agreement shall maintain in good standing all applicable professional licenses, certifications and accreditations, including continuing professional education requirements, required to practice medicine and render health care services in the State of Texas.

3.8 Clinical Integration. Throughout the term of this Agreement, Physician agrees to comply with and abide by the Clinical Integration Programs, and their guidelines, policies and procedures as implemented, modified and communicated from time to time by the GAPN Organization Committees. The Clinical Integration Programs, and clinical practice guidelines, policies and procedures include, but are not limited to:

- (a) quality assurance, including, but not limited to, developing clinical guidelines and measuring for physician performance;
- (b) measuring patient satisfaction with provision of Services;
- (c) network utilization through referrals within the GAPN Organization as medically appropriate;
- (d) utilization management, including, but not limited to, precertification of elective admissions and procedures, length of stays, concurrent review of services and referral processes or guidelines, case management, and pre-admission testing guidelines;
- (e) claims payment review;
- (f) GAPN Organization Physician/member grievance procedures;

- (g) GAPN Organization Physician credentialing and recredentialing;
- (h) electronic claims data and other health care records data production;
- (i) an electronic clinical data system permitting access to certain patient health care information; and
- (j) any applicable participation criteria for outpatient services, as set forth in Payor participation criteria.

Such programs will also include those programs, policies and procedures, as modified and communicated from time to time by GAPN, alerts or bulletins made available via GAPN's internet/intranet web site, and other GAPN or Payor policies and procedures, whether made available via a password-protected web site for GAPN Organization Physicians when available or by letter, newsletter, electronic mail or other media.

3.9 Credentialing and Recredentialing. Credentialing and recredentialing services for participation in the GAPN organization and the Payor Agreements shall be provided by GPG Holding Company, Inc., under contract to GAPN. Physician shall complete a *Texas Standardized Credentialing Application* (“**Application**”) for credentialing and recredentialing, provide all information and documentation required by such Application, and attest to the accuracy and completeness of information in such Application. Physician acknowledges GAPN has entered into this Agreement in reliance on the truth and accuracy of the information, representations, and documentation contained in Physician's Application. Physician agrees that GAPN shall have the right to immediately terminate this Agreement in the event any material information, representation or documentation is discovered to be inaccurate, incomplete or omitted from Physician's Application. Physician shall notify GAPN of any change or inaccuracy in Physician's current Application information immediately upon discovery of such change or inaccuracy. Physician agrees to comply with and abide by GAPN credentialing determinations as administered by GAPN through the GAPN Membership Committee, and approved by the GAPN Board of Managers. In addition to the required Application information that will be verified during the credentialing and re-credentialing process. Physician authorizes GAPN to verify Physician's status with regard to his or her hospital medical staff membership throughout the term of this Agreement. Physician acknowledges and agrees GAPN will not forward Physician for participation under a Payor Agreement and inclusion in a Payor network participating provider directory until Physician is credentialed and approved by the GAPN Membership Committee and approved by the GAPN Board of Managers. Physician further acknowledges and agrees that GAPN credentialing determinations do not guarantee participation in or continuing participation in any Payor's network of participating providers or Payor Agreements,

3.10 Medical Staff Membership and Clinically Affiliated Physician Appointment. Throughout the term of this Agreement, Physician agrees to maintain medical staff membership in good standing to the extent required by Payor participation requirements. Physician's failure to hold and maintain hospital medical staff membership in good standing as required by Payors shall result in immediate termination of the Agreement. It is stipulated that some Payors do not require medical staff privileges for some Primary Care physicians.

3.11 Verification of Covered Person Eligibility and Authorization of Covered Services. Provider manuals are expected to provide procedures for Covered Person identification, eligibility verification and authorization procedures for Covered Services under Payor's Health Plan. With the exception of emergency care, Physician shall verify the eligibility of the Covered Person and obtain authorization for the Covered Service to be provided before providing Services to a Covered Person in accordance with the applicable Payor utilization management program. Physician agrees to use best efforts to comply with and abide by the programs and procedures established by Payors to verify eligibility and obtain authorization of Covered Services.

3.12 Payor Utilization Management Programs. Physician agrees to abide by and comply with each Payor's utilization management program established to authorize Services, and review the medical necessity and appropriateness of Services provided to Covered Persons. These programs generally require pre-authorization for admissions and outpatient services, and involve concurrent and retrospective review of provided Services and case management. Physician acknowledges failure to comply with Utilization Management Program requirements may result in a reduction or denial of benefits payable under a Payor's Health Plan. Utilization Management Procedures to determine whether Services are medically necessary and obtain authorizations for Services will be located in the Payor's Attachment to this Agreement or the Payor's Provider Manual, which may be either in a paper format or accessible through the internet.

3.13 Quality Management Programs. Physician shall be solely responsible for the quality of Services rendered to Covered Persons notwithstanding Physician's obligation to cooperate with and comply with Quality Management Programs under this Agreement. Physician acknowledges that GAPN and Payors have implemented Quality Management Programs to monitor the quality, availability and accessibility of Services rendered to Covered Persons. Physician agrees to cooperate and comply with the Quality Management Programs of GAPN and Payor, and will exercise best efforts to cooperate in resolving quality assurance matters and abide by the quality management determinations. Physician's failure to satisfactorily resolve quality assurance matters may result in disciplinary action against Physician up to and including termination of this Agreement.

3.14 GAPN Organization Programs. Physician agrees to comply with and participate in the GAPN Organization Quality Management Programs, as communicated from time to time, and such other programs ("**GAPN Organization Programs**") established by GAPN to clinically integrate his or her practice of medicine with such GAPN Organization Physicians as reasonable and appropriate.

3.15 Office and Medical Record Review. Physician agrees to allow GAPN and Payors (if and as required by Payor Agreements) reasonable access for on- site reviews of office operations to verify compliance with the terms of this Agreement, including GAPN Organization Programs and Payor programs, and the quality standards and guidelines adopted by the GAPN Organization Committees. On-site office reviews will be arranged and conducted during Physician's customary business hours, upon ten (10) days advance written notice or such shorter period set forth in the Payor Agreement. Physician shall permit the authorized representatives of GAPN and Payors, or their designees, access to Physician's office and clinic facility to inspect

the premises occupied by Physician and facilities used by Physician, including, but not limited to, a review and audit of medical records and office procedures related to the delivery of Covered Services to Covered Persons.

3.16 Referrals. Consistent with accepted professional standards for rendering quality health care and Physician's professional judgment, Physician will exercise reasonable efforts to follow GAPN Organization Program guidelines in referring Covered Persons to GAPN Organization Physicians who participate in the applicable Payor's Panel (i.e. to in-network Physicians), except in an emergency or as otherwise required by a Payor Utilization Management Program. In all referral matters, Physician agrees to exercise reasonable efforts to cooperate and comply with the applicable Payor's Referral Procedures and/or Utilization Management Program requirements.

3.17 Covering Physicians. If Physician is unavailable or unable to provide scheduled Covered Services to a Covered Person, Physician shall use reasonable efforts to reschedule the Covered Person's care or arrange for another GAPN Organization Physician who participates in the applicable Payor's Panel to render care to the Covered Person, excepting emergencies.

3.18 Inquiries. Physician agrees to respond to any written inquiry from GAPN, a Payor or their designees regarding Services rendered to a Covered Person within ten (10) business days of receipt of an inquiry, whether verbal or written or such shorter period of time required under the Payor Agreement or applicable law. Physician agrees to respond within ten (10) business days to any Covered Person who makes an inquiry to Physician. Failure to respond completely within a reasonable time period to inquiries or to otherwise cooperate with GAPN or Payors regarding an inquiry may be grounds for disciplinary action including termination of this Agreement.

3.19 Confidential Records. The medical billing, financial and administrative records ("**Records**") related to Services rendered to Covered Persons shall be regarded as confidential and protected against unauthorized disclosure in accordance with applicable federal, state and local privacy, security and confidentiality laws. The Parties agree to comply with and abide by all applicable laws and regulations regarding the privacy, security, confidentiality and disclosure of patient health care information and records. These obligations shall survive the termination of this Agreement.

3.20 Maintenance of Records. Physician shall prepare and maintain appropriate records related to Services arranged or provided to Covered Persons as required by applicable law and in compliance with the terms of this Agreement and Quality Management Programs. These records include, but are not limited to, protected health care information, submitted claims, Copayments collected, a summary of amounts paid to Physician, health care services utilization data, Covered Person complaints, and the results of any satisfaction surveys administered by Physician, GAPN, Payors or their designees. Physician shall maintain such records for the greater period of six (6) years from the date of Services rendered or such greater time period as required by law or Payor Agreement. Physician agrees to comply with all state and federal laws regarding the confidentiality of such records. Physician shall implement those security measures appropriate and as required by law to prevent unauthorized disclosure of any

and all records maintained by Physician. These obligations shall survive the termination of this Agreement.

3.21 Exchange of Information and Records. In compliance with and subject to privacy and disclosure restrictions under applicable law, Physician agrees to cooperate with GAPN and Payors upon request in the prompt exchange of patient records when necessary and required for medical record audits, utilization management, quality assurance, credentialing and recredentialing, Payor inquiries, claims administration, clinical guideline adherence, and other programs required for GAPN Organization, Payor and Health Plan participation, operations or administration. During the term of this Agreement and thereafter, Physician shall provide GAPN, Payors, GAPN Organization Physicians, authorized government authorities, and duly authorized third parties reasonable access to the records maintained by Physician regarding care delivered to Covered Persons under this Agreement when required in connection with a Covered Person's care or GAPN and Payor obligations under this Agreement or applicable law. Upon GAPN or Payor request, during the term of this Agreement and at any time thereafter, Physician shall provide such records as may be necessary for GAPN or a Payor to comply with their respective obligations to report information to state and federal regulatory agencies. Physician further agrees to execute any necessary Payor authorizations allowing Payors to release any and all claims, utilization management data, quality assurance data, or other relevant information to GAPN for the purpose of operating the GAPN Organization. In furtherance of this intent, subject to compliance with privacy and disclosure restrictions under applicable law, and upon the execution of this agreement, Physician agrees to (a) enter into Business Associate Agreement dated as of the Effective Date and attached hereto as Attachment B; and (b) modify as necessary his or her patient release of protected health information and/or consent forms that provide patient consent for Payors and Physician to release all patient claims and medical records to GAPN for the purpose of continuity of care and population management efforts.

3.22 Office Locations and Posted Notice. Physician agrees to provide and arrange Services at the practice locations set forth in Attachment A, attached hereto and incorporated herein by reference. Physician agrees to provide GAPN at least thirty (30) days advance written notice of office and practice location changes or such longer period of time required under the Payor Agreement. Physician will provide GAPN each Physician practice location and corresponding tax identification number used by Physician. Physician further agrees to provide reasonable advance notice, in accordance with applicable state law of office location changes to Covered Persons.

3.23 Primary Care Physicians PODS. Each GAPN Organization Physician specializing in Primary Care acknowledges that he or she will be organized with other such physicians in PODS established by GAPN based on geographic location and other factors. Each POD will have a "**POD Leader**" (herein so called) who will be a GAPN Organization Physician tasked with providing certain measuring and oversight services on behalf of GAPN and the POD. Such services will be subject to an addendum to the POD Leader's Participating Physician Agreement with GAPN. Minimum participation standards will be developed by GAPN Organization Committees for GAPN Primary Care physician continued participation in their designated PODS. Those standards, as they may be amended from time to time, shall be subject to the approval of the GAPN Board of Managers and will be effective upon communication of such standards to GAPN Organization Physicians. While specialty care physicians will not be

assigned to a POD, it is anticipated they may relate to multiple PODS for patient referrals and the delivery of professional medical services.

3.24 Insurance. At Physician's sole cost and expense, Physician shall maintain throughout the term of this Agreement such policies of comprehensive general liability, professional liability, and other insurance coverages, at coverage levels acceptable to GAPN or required by Payors, to insure Physician, Physician's employees and agents, and Physician's practice and office against any claims or damages arising by reason of professional liability, personal injury or death, occasioned directly or indirectly, in connection with the performance or nonperformance of any Service by Physician or Physician's employees and agents acting within the scope of their duties and responsibilities under this Agreement. Physician shall maintain professional liability insurance in the minimum amount of two hundred thousand dollars (\$200,000) per occurrence and six hundred thousand dollars (\$600,000) in the aggregate of all claims per policy year. Physician shall maintain comprehensive general liability Insurance in the minimum amount of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate of all claims per policy year. Satisfactory evidence of insurance coverages and compliance with insurance requirements shall be provided to GAPN. Physician agrees to notify GAPN within at ten (10) business days of any termination, cancellation, reduction or material modification of any required insurance coverage under this Agreement.

3.25 Notice to GAPN. Physician shall notify GAPN within ten (10) business days of the occurrence of the following events and actions, when initiated and when final:

- (a) a change in ownership or business organization of Physician's practice;
- (b) a change of location, office hours, tax identification number, telephone and/or facsimile numbers;
- (c) the lapse, material change, reduction, non-renewal or cancellation of professional liability or comprehensive general liability insurance coverage, or other insurance coverage required by this Agreement;
- (d) the revocation, suspension, restriction, termination or voluntary relinquishment of Physician's medical license, and any certification or accreditation;
- (e) the revocation, probation, suspension, termination, or any other sanction or action taken by a regulatory authority in connection with any of Physician's medical licenses, registrations, accreditations or certifications;
- (f) the revocation, suspension, restriction, termination or voluntary relinquishment of hospital medical staff membership or staff privileges or clinical staff privileges at any health care facility;
- (g) a professional disciplinary investigation or proceeding or any disciplinary action involving the Physician by the Texas Medical Board, a peer review body, or any other state or federal regulatory, licensing or certification board, agency or body, and

when available provide documentation of the outcome or resolution of the investigation or proceeding;

(h) the initiation of any legal action or any settlement, verdict or other final disposition of any legal action or claim involving the Physician for professional negligence, or any other legal action, civil or criminal, initiated or pending against Physician as a result of Physician's practice or profession, and its final disposition;

(i) an arrest, indictment or conviction for any felony or any criminal charge, and its final disposition;

(j) an action taken to restrict, suspend or revoke Medicare or Medicaid program participation status, and its final disposition;

(k) the termination, probation, suspension, or any other sanction or action taken by any state or federal government agency or regulatory authority in connection with any insurance policy, benefit plan or other health plan, or government sponsored health benefit program, or other health benefit plan for any reason, including, without limitation, billing fraud or abuse;

(l) Physician insolvency, filing of a petition in bankruptcy or of receivership or any determination of bankruptcy, order appointing a receiver or order approving a petition seeking Physician's reorganization under federal bankruptcy law;

(m) Physician inability to practice medicine due to serious illness or disability or anticipated absence from Physician's practice for a period exceeding thirty (30) consecutive days;

(n) discontinuation or change in electronic medical record vendor; or

(o) discontinuation or change in point of care/registry vendor.

GAPN stipulates that notice of any of the foregoing provided to Genesis Physicians Group, Inc. will be deemed to be notice to GAPN.

3.26 Committee Service. Physician will make best effort to participate on or with GAPN Organization Committees at the request of GAPN in furtherance of the goals of providing quality, efficient health care services. Physician understands that integral to the success of the GAPN Organization is the participation of GAPN Organization Physicians in the GAPN Clinical Integration Programs and GAPN Organization Committees designed to enhance and further the goals of the GAPN Organization.

3.27 Education, Counseling and Remedial Action. In accordance with this Agreement, Physician agrees to the enforcement of quality and efficiency-enhancing performance standards adopted by GAPN aimed at achieving the goals of the GAPN Organization. Such enforcement shall include education, counseling, and remedial actions up to and including termination of this Agreement.

3.28 Physician Fees and Charges. Throughout the term of this Agreement, Physician shall retain the right to determine Physician's usual and customary charges and fees for Services rendered and billed under this Agreement. Nothing in this Agreement is intended to set or influence the Physician's charges, rates and fees for Services rendered under this Agreement. This Agreement shall not be construed as setting or influencing the setting of fees charged by Physician for any Service rendered to Covered Persons.

3.29 Fees for Non-Covered Services. Physician may enter into an agreement with Covered Persons to provide non-Covered Services at agreed fees and rates when authorized or not restricted by the terms of a Payor Agreement.

3.30 Continuing Obligations. Upon termination of this Agreement for any reason, Physician will:

- (a) remain responsible for any obligations or liabilities arising prior to the effective date of termination;
- (b) accept payment made pursuant to Article IV as payment in full for Covered Services rendered in accordance with the Agreement and applicable Payor Attachments;
- (c) inform GAPN Organization Physicians and Covered Persons seeking health care services and, if appropriate, the Payors that Physician is no longer a GAPN Organization Physician; and
- (d) to the extent required by a Payor Agreement or applicable law, continue to provide health care services to Covered Persons receiving care or treatment on the effective date of termination.

3.31 Proprietary Information. GAPN and Physician acknowledge that they may provide and receive confidential and proprietary business information from each other and Payors. Except as otherwise provided in this Agreement, Physician agrees, during the Term and for a period of five (5) years thereafter, to maintain such information, including but not limited to the terms of this Agreement, vendor pricing, Payor documents and reimbursement information, and any other documentation given or received in furtherance of the purposes of this Agreement, as confidential and proprietary business information, and shall not disclose such information except as otherwise provided herein, to any person or third party except upon the prior written consent of the party providing the information or as required by law. This section shall survive any termination or expiration of this Agreement.

3.32 Practice Standards and Clinical Guidelines. GAPN Organization Physicians will help develop, in connection with GAPN, various practice standards and clinical guidelines for treating certain medical conditions. Physician acknowledges and agrees to make best effort to implement, comply with and abide by such clinical guidelines as adopted by and communicated by the applicable GAPN Organization Committees. Physician further understands and agrees that the implementation and compliance with adopted clinical guidelines forms the basis, in part, upon which Physician's continued participation in the GAPN Organization will be evaluated.

ARTICLE IV PAYMENT AND BILLING

4.1 Payor Attachment Reimbursement. For those Payor Attachments approved and accepted by Physician pursuant to Section 3.5, Physician shall accept as payment in full for Covered Services rendered to Covered Persons, the reimbursement arrangement and compensation set forth in each Payor Attachment agreed to and accepted by Physician less any applicable amounts for Copayments, Coinsurance and Deductibles which are the financial responsibility of the Covered Person. Payor Attachments shall be attached, incorporated herein, and made a part of this Agreement.

4.2 Physician Billing. Physician acknowledges and accepts full responsibility for the billing of services rendered by Physician. Physician shall comply with Payors' billing, collection, coordination of benefits rules, and claim submission requirements in accordance with the terms of the Payor Attachment and applicable Payor policies and procedures. Physician understands that failure to comply with a Payor's claim submission requirements may result in non-payment of the Covered Services rendered.

4.3 Payment. Excepting claims under review, claims undergoing coordination of benefits, and incomplete, inaccurate or disputed claims, GAPN will use best efforts to negotiate in the Payor Agreement a requirement that Payors exercise their best efforts to make payment within forty five (45) days of receipt of Physician's timely submitted clean claims for Covered Services rendered to Covered Persons under this Agreement, or within such other time period as set forth in such Payor's Attachment, or such time period required or allowed by applicable law.

4.4 Payment Not an Inducement to Reduce Services. GAPN and Physician acknowledge and agree that any payments made directly or indirectly under any provision of this Agreement, any monitoring or compliance program, any utilization management or quality improvement initiative, any quality bonus program, or any other developed compensation arrangements, including each Payor Attachment, are not made as an inducement to reduce or limit any medically necessary Services for any Covered Person.

4.5 Covered Person Reimbursement to Physician. Physician shall abide by and comply with the limitations and restrictions on billing Covered Persons and collections from Covered Persons set forth in the Payor Agreement and applicable Payor Attachment. Physician shall not charge, bill or collect from Covered Persons any professional medical fees for Covered Services rendered other than applicable Copayments, Deductibles and Coinsurance required under the applicable Payor Agreement and Health Plan. Physician shall use his or her best efforts to collect Copayments, Deductibles and Coinsurance due from Covered Persons, and shall not waive or fail to pursue payment of any Copayment, Deductible or Coinsurance amount without the prior written consent of the Payor.

4.6 Coordination of Benefits. Certain claims for Services rendered to Covered Persons will be claims for which another payor or payors may be primarily responsible under applicable coordination of benefits rules or laws. Physician shall assist and cooperate with Payors in coordinating benefits for Covered Services with all responsible payors. Physician

agrees to conduct coordination of benefits in accordance with the rules and procedures established by the Payor for its Health Plan, or as required by law.

4.7 Overpayments. Physician agrees to promptly report overpayments to the applicable Payor and cooperate in remitting overpayments within sixty (60) days of notice. Payor Attachments may require refunds or reserve a right to recover overpayments from future payments to Physician for the same or different Covered Persons. GAPN will endeavor to require Payors to provide Physician an opportunity to appeal the request for return of the overpayment.

4.8 Liability for Payment and Non-Payment. Physician acknowledges and agrees that Payors are responsible for claim determinations and claim payment decisions and have the full and final responsibility, authority and liability for payment of claims for Covered Services under their Health Plans. Physician agrees to look solely to the applicable Payor or Payors for payment and reimbursement of Covered Services rendered to Covered Persons pursuant to the terms of this Agreement, except for any Copayment, Deductible or Coinsurance amounts which may be the Covered Person's financial responsibility. Physician agrees that GAPN shall not be financially or otherwise responsible to Physician for any failure of a Payor or Covered Person to pay any amounts for Services provided under this Agreement or for any Payor breach of any provision of a Payor Agreement under any reimbursement arrangement in which GAPN is not the Payor. GAPN shall not be financially or otherwise responsible to Physician for any failure of Physician to timely submit claims to a Payor or submit clean claims as required by such Payor or as required by applicable law.

ARTICLE V RELATIONSHIP OF THE PARTIES

5.1 Independent Relationship. The parties acknowledge that each is an independent contractor and not an agent, employee, officer, partner or joint venturer of the other party. Neither party nor any of their respective officers, agents, representatives or employees shall be construed to be an officer, agent, representative or employee of the other party. The provisions of this Agreement are not intended to create, nor shall be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

5.2 No Assumption of Liability. Each Party will use reasonable care and due diligence in performing this Agreement. Each party shall be responsible for any claims, actions, liabilities or damages arising under this Agreement out of their acts or omissions. Physician will be solely responsible for all Services that Physician renders, arranges or provides pursuant to this Agreement. Physician agrees that GAPN shall not be responsible for any claims, actions, liabilities or damages arising under this Agreement out of the acts or omissions of Physician, or the acts or omissions of any Physician who provides coverage for Physician and renders Services to a Covered Person. Neither party assumes any liability for any acts or omissions of the other party or the acts or omissions of such other party's officers, employees, agents or representatives arising under this Agreement. Neither party shall be liable or assumes any responsibility for defending, or the expense of defending, the other party, its officers, employees, agents or

representatives against any claim, legal action or any dispute resolution, administrative or regulatory proceeding arising under this Agreement out of such party's acts or omissions.

5.3 No Interference. Nothing in this Agreement or any Payor Agreement is intended to create, nor shall be construed to create, any GAPN or Payor right to interfere with the independent professional medical judgment of Physician in rendering Services. GAPN is not authorized to intervene or interfere, and will not intervene or interfere in any way, with the provision of Services by Physician, it being understood and agreed by the parties that the traditional patient/physician relationship will be maintained at all times. All Services and the results thereof are to be determined by Physician and the Covered Person.

5.4 Third Party Rights. GAPN and Physician agree it is not the intent of either party that Covered Persons to whom services are rendered under this Agreement occupy the position of intended third party beneficiaries with regard to the obligations assumed by either party and no such individual shall have the right to enforce any such obligation, unless otherwise indicated in this Agreement. The rights, privileges, benefits and obligations arising under or created by this Agreement are intended to apply to and shall only apply to Physician, GAPN and, as indicated in this Agreement, Payors.

5.5 Dispute Resolution. The parties agree to exercise good faith in the informal resolution of disputes arising under this Agreement and to abide by any informal dispute resolution process adopted by GAPN for GAPN Organization Administration. Physician agrees to cooperate in good faith and comply with all Payor dispute resolution and grievance procedures.

5.6 Further Assurances. The parties agree to perform all acts, including, but not limited to, executing and delivering documents, as may be reasonable and necessary to give effect to the purposes and intent of this Agreement.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.1 Physician represents and warrants that:

(a) Physician is currently licensed to practice medicine in the State of Texas and qualified to practice in the medical specialty in which Physician will provide Services under this Agreement and will exercise best efforts to remain duly licensed, registered and in good standing under the laws of the State of Texas to engage in the unrestricted practice of medicine and to administer and prescribe controlled substances throughout the term of this Agreement;

(b) Physician will maintain all licenses, certifications and accreditations required under federal and state law for the type of Services rendered by Physician during the term of this Agreement;

(c) Physician is committed to the GAPN Organization clinical integration activities requiring both substantial participation in developing and implementing guidelines and capital investment;

(d) all information in Physician's credentialing Application is true, correct and complete;

(e) Physician will update his or her Application information during the term of this Agreement within ten (10) days of any material change in such information;

(f) the quality, quantity and availability of Services provided by Physician under this Agreement will not be adversely affected due to the identity of a Payor or a Payor compensation or reimbursement arrangement;

(g) if board certified, Physician throughout the term of this Agreement will exercise best efforts to remain certified by the appropriate specialty board;

(h) Physician will participate in GAPN programs and will complete and sign any documentation necessary to signify that intent;

(i) Physician shall take such actions as may be necessary from time to time to participate in GAPN Organization programs, whether administered by GAPN or its designee for the purpose of furthering patient population management initiatives, including, but not limited to, installing software, implementing programs, executing end user agreements, and paying for vendor services (i.e. EMR, registry, HIE, etc.), if required;

(j) Physician will coordinate with GAPN sponsored care coordination resources to improve patient population management and promote efficient use of resources;

(k) Physician will participate in annual patient satisfaction surveys and pay for Physician related patient satisfaction survey costs if required by a Payor and agreed to by Physician pursuant to the procedure outlined in Section 3.5, above;

(l) except as disclosed to GAPN in writing, Physician's license to practice medicine and certificates to prescribe medications and controlled substances (DPS and DEA) in the State or Texas, or in any other jurisdiction, has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of or subject to disciplinary action, probated, or restricted in any way;

(m) except as disclosed to GAPN in writing, Physician has not been subject to disciplinary or corrective action by any hospital or licensing agency or to exclusion or debarment from either the Medicare or any State Medicaid program; and

(n) Physician shall provide GAPN third-party documentation, as applicable, upon request to evidence the accuracy of the foregoing representations and warranties and, upon request, shall authorize in writing, if requested, GAPN to obtain verification directly from third parties.

6.2 GAPN represents and warrants that it is authorized to operate under the laws of the State of Texas, and has, to the best of its knowledge and belief, complied with all applicable federal, state and local laws and regulations.

ARTICLE VII TERM AND TERMINATION

7.1 Term. The initial term shall commence on the Effective Date shown above and continue in effect for two (2) years (the “**Initial Term**”), whereupon the Agreement shall automatically renew for successive one (1) year terms until terminated hereunder. The Initial Term plus any renewal terms shall be known as the “**Term**.”

7.2 Termination Without Cause. After the Initial Term, either party may terminate this Agreement without cause by providing the other party written notice of termination at least ninety (90) days in advance of the effective date of termination. The effective date of the termination may be any date selected by the terminating party following the ninety (90) day notice period.

7.3 Termination For Cause. Either party may terminate this Agreement for cause due to a material breach by the other party by providing the breaching party thirty (30) days advance written notice of termination, specifying the nature of the breach and allowing the party in default an opportunity to cure the breach within such notice period. Failure of a party to comply with or perform any material duty or obligation under this Agreement shall constitute a material breach. If the notified party cures the breach within the thirty (30) day notice period, the Agreement shall continue in effect. If the notified party fails to cure the breach within such notice period, this Agreement will terminate on the designated termination date. It is not and shall not be deemed a waiver of default if the non-defaulting party fails to immediately declare default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party’s use of any right or remedy will not preclude or waive its right to use any other remedy a party may have by law, statute, ordinance or otherwise. Each party has a duty to mitigate damages.

7.4 Termination Due To GAPN Organization Program Compliance. In addition to and notwithstanding the above termination for cause and opportunity to cure procedures set forth in Section 7.3 above, GAPN may terminate this Agreement for Physician’s unsatisfactory compliance with GAPN Organization Programs following the completion of the following review procedures and compliance process:

(a) a quality assurance determination is made by the applicable GAPN Organization Committees that Physician’s quality of care, medical cost performance, efficiency and/or utilization materially deviates from Quality Management Program standards;

(b) a written notice of such determination is delivered to Physician specifying the concerns of the applicable reviewing committee in reasonable detail and containing a concise summary of the data relied upon by the reviewing committee in making its determination;

(c) Physician is offered a reasonable period, not less than thirty (30) or more than sixty (60) days from the date of such notice to prepare an oral or written response in opposition to the determinations of the reviewing committee;

(d) Physician is allowed to present Physician's response in a regularly scheduled or a special meeting of the applicable GAPN Organization Committee that shall include as members neutral physicians in the same specialty as Physician. The presentation of the Physician's response shall be informal without adherence to procedural rules of any kind, and reasonable efforts will be exercised to present said response in the normal course of the applicable GAPN Organization Committee meeting;

(e) after the initial determination, and any subsequent amendment thereto following any of the review processes described above, the applicable GAPN Organization Committee may, in its sole discretion, make available to Physician a remedial compliance program of education, training, counseling and/or observation designed to facilitate Physician's improvement, as applicable, in the delivery of quality care and/or health care efficiency performance and utilization, and/or compliance with Quality Management Programs; and

(f) in the event the applicable GAPN Organization Committee determines in the course of the review process that no remedial program will be made available to Physician or that a remedial program is not necessary, such Committee will notify the Physician in writing of its final determination with respect to the proposed termination of this Agreement. The foregoing GAPN Quality Management Program compliance process shall be completed within six (6) months or such other period required by the notice in the initial, and any subsequent modified determination delivered to Physician.

(g) if Physician makes a good faith effort to participate in and comply with any prescribed quality assurance designed remedial compliance program, but fails to meet the remedial program standards established by the applicable GAPN Organization Committee within the prescribed period, the GAPN Board of Managers in its sole discretion, after receiving recommendations from the GAPN Organization Committee, may allow Physician to continue such remedial program for up to an additional six (6) months to allow Physician additional time to meet GAPN Organization's established quality of care and/or health care efficiency performance and/or utilization standards.

(h) if Physician does not make substantial positive improvement and attain satisfactory levels of quality and/or health care efficiency performance or meet utilization standards, the applicable GAPN Organization Committee may recommend to the GAPN Board of Managers that the formal action of termination for cause be taken and notice of termination be given to the Physician. Neither GAPN, its Committees nor Physician shall be represented by legal counsel during any of the meetings described in the foregoing quality review process, provided, however, none of the parties shall be precluded from conferring with or seeking the advice of legal counsel prior to such meetings.

7.5 Immediate Termination. GAPN may terminate this Agreement immediately with regard to Physician's participation upon:

- (a) commencement of action by a state medical board, licensing board, or other governmental agency that effectively impairs Physician's ability to practice medicine;
- (b) failure to comply with applicable federal, state and local laws and regulations;
- (c) failure to be credentialed or recredentialed by the GAPN Credentialing Committee;
- (d) any fraudulent or illegal conduct or malfeasance on the part of Physician;
- (e) failure to maintain licenses, accreditations or certifications required to perform Services;
- (f) sanction or reprimand by any licensing authority or peer review organization;
- (g) failure to maintain any required insurance coverage;
- (h) required amounts of insurance coverage are reduced below amounts deemed acceptable to GAPN or a Payor;
- (i) in the event GAPN or a Payor determine in good faith that the health, safety or welfare of Covered Persons will be jeopardized by continuation of this Agreement;
- (j) furnishing false, incomplete or inaccurate information to GAPN or a Payor in an Application for participation, other document or under any other circumstance at any time during the term of this Agreement; or
- (k) an action is taken to restrict Physician's Medicare program or Medicaid program participation status.

Physician shall not be entitled to an appeal of the termination or review under Section 7.7 of this Agreement in the event the grounds for termination are based on a cause for immediate termination under this Section 7.5.

7.6 Effects of Termination. If Physician is participating in GAPN through a group practice operating under a single tax ID number and such Physician is terminated under the terms of Sections 7.3, 7.4 or 7.5, GAPN may terminate all providers billing as a part of Physician's group practice, including the group practice itself, subject to the terms of the applicable Payor Agreements.

7.7 Payor Agreement Termination. GAPN may terminate a Payor Agreement under which Physician participates by providing Physician at least sixty (60) days prior written notice of termination or a lesser notice period for cause. In the event of termination of a Payor Agreement, Physician may directly solicit, negotiate or enter into an agreement with such Payor.

7.8 Appeal of Termination. Physician may appeal termination of this Agreement by submitting a written request for appeal to GAPN within thirty (30) days of the date of the notice of termination in accordance with the GAPN appeal process in effect on the date of the notice, excepting termination for cause under Sections 7.3, 7.4 and 7.5.

7.9 Notice to Covered Persons. Physician will cooperate with GAPN and the Payor in providing information necessary to facilitate the provision of notice of termination to Covered Persons. Payors and GAPN may advise and notify any entity, Payor and/or Covered Person that Physician ceases to participate in the GAPN Organization due to termination of this Agreement.

7.10 Prior Transactions. Termination shall not affect the rights, duties and obligations of the parties under this Agreement arising out of transactions occurring prior to the effective date of termination.

7.11 Continuing Care Obligations. Nothing in this Agreement shall be construed as authorizing Physician to abandon Covered Persons undergoing treatment upon termination of this Agreement or termination of a Payor Agreement, even in the event continuing care is not a benefit provided under the patient's Health Plan or payment for continuing care beyond a post termination period is not provided by the Payor. Termination shall not release Physician from professional or legal obligations to continue treatment of the Covered Person and cooperate in arranging an appropriate transition of care to another physician or referrals to other providers within ninety (90) days of the termination of this Agreement. Physician agrees to comply with the continuing care obligations set forth in the Payor Agreements or as required by Texas law. Physician further agrees to cooperate with GAPN and Payors in ensuring the continuity of care of all Covered Persons receiving care from Physician at the time of termination, regardless of the reason for termination,

ARTICLE VIII MISCELLANEOUS

8.1 Release and Indemnity

Physician shall indemnify, defend, and hold harmless GAPN, and its subsidiaries, affiliates, officers, directors, employees, and agents, against any Claim (as defined below) raised or asserted by a third party, including a government entity, in connection with, resulting from, arising out of, or relating to: (1) any actual or alleged breach of this Agreement by Physician, including, but not limited to, any breach by Physician of the representations and warranties and covenants contained herein; (iii) any violation of applicable law by Physician; or (iv) any actual or alleged negligence or willful misconduct by Physician. For purposes of this Agreement, “**Claim**” means any action, cause of action, claim, or any other assertion of a legal right; damages and expenses including, but not limited to, consequential, future, incidental, liquidated, special, and punitive damages; diminution in value; fines; judgments; liabilities and expenses (including, but not limited to, reasonable attorneys’ fees and costs); losses including, but not limited to, economic loss and lost profits; and regulatory actions, sanctions, or settlement payments.

8.2 Limitation of Liability

Except for breaches of confidentiality hereunder or any other damages specifically described in this Agreement, in no event will either party, its or their subsidiaries or affiliates, or any of its or their officers, directors, employees, or agents be liable to the other party or any third party whose claim is related to this Agreement, under any theory of tort, contract, strict liability, or other legal or equitable theory for consequential, incidental, indirect, punitive or special damages (including, without limitation, loss of profits, data, business or goodwill), regardless of whether such damages were foreseeable or whether such party has been advised of the possibility of such damages. Both parties acknowledge that this limitation of liability is a material part of the consideration provided by the other party in exchange for its entry into this Agreement.

8.3 Confidentiality

Each party to this Agreement, as the Receiving Party (as defined below), may gain access to the other Party's Confidential Information (as defined below) in connection with the ongoing business relationship under this Agreement, including, but not limited to, the terms of this Agreement. During the term of this Agreement and after the termination, for whatever reason, of this Agreement, the Receiving Party shall maintain the Confidential Information in the strictest of confidence, but in no event, to any less a degree of care than the Receiving Party maintains its own Confidential Information. Additionally, the Receiving Party shall only use the Confidential Information in furtherance of this Agreement. The Receiving Party shall not cause, suffer, or permit the Confidential Information to be used for the gain or benefit of any party other than the Disclosing Party (as defined below) or for the Receiving Party's gain or benefit, except as otherwise contemplated by this Agreement. The Receiving Party shall indemnify, defend, and hold harmless the Disclosing Party against any Claim arising out of the Receiving Party's breach of this Section. Further, the Disclosing Party, in addition to any other rights or remedies available to it under this Agreement, at law or in equity, may seek and obtain injunctive relief against the breach or threatened breach of this Section. The restrictions of this Section do not apply to Confidential Information that: (a) was known to the Receiving Party prior to receipt hereunder, as demonstrated in written records; (b) was generally available to the public at the time of the disclosure to the Receiving Party, or which after disclosure to the Receiving Party, becomes generally available to the public; (c) is made available to the Receiving Party from a third party having a right to do so on a non-confidential basis; or (d) is required by law, regulation, subpoena, government order, or judicial decree to be disclosed, provided that the Receiving Party notifies the Disclosing Party of such request for disclosure with sufficient time for the Disclosing Party to object to the request. For purposes of this Agreement, "**Confidential Information**" means all information or material that: (i) gives the Disclosing Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the Disclosing Party's interests; (ii) is marked either "Confidential," "Restricted," "Proprietary," or some other similar marking; (iii) is known by the Parties to be considered confidential and proprietary; or (iv) from all relevant circumstances, should be assumed confidential and proprietary, including, without limitation, all trade secrets, confidential or proprietary information respecting products; product specifications; financial models, and all inputs and variables related to such models; systems; processes; business plans; finances; operations; auditor reports; pricing verifications; business information, including costs, vendors, data reports, interpretations, contract terms and conditions, forecasts, and records; and any other information relating to the operation of either Party, whether in oral, written, or electronic form. Confidential Information also includes any information received from either

Party in discussions relating to this Agreement or the matters covered in such discussions prior to signing this Agreement that would be considered Confidential Information in accordance with this Agreement. For purposes of this Agreement, “**Disclosing Party**” means the Party disclosing the Confidential Information to the other Party. For purposes of this Agreement, “**Receiving Party**” means the Party receiving the Confidential Information from the other Party.

8.4 Assignment

The obligations of the Physician are of an exclusively personal nature; accordingly, except as specifically provided herein, he or she shall have no right to assign any rights or duties created by this Agreement to any other person or entity without the prior written consent of GAPN and any such attempted assignment shall be void.

GAPN shall have the right to assign any and all rights, duties, obligations, and benefits created by this Agreement to any other person or entity without prior written consent of Physician, subject to Physician’s right to terminate this Agreement under Section 7.2, which shall be in full force and effect following any assignment of this Agreement by GAPN.

8.5 Binding Effect

This Agreement shall inure to the benefit of and be binding upon, GAPN and Physician and their respective heirs, executors, administrators, partners, trustees, successors, permitted assigns, and all parties in privity with or claiming by, through, or under them.

8.6 Severability

In the event any provision of this Agreement is rendered invalid or unenforceable by the enactment of any applicable statute or ordinance, or by any rule or regulation duly promulgated by officers of the United States or the State of Texas acting in accordance with law, or is made or declared unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall, subject to the following, remain in full force and effect. If such action, however, has the effect of materially altering the obligations of either party in such manner as, in the judgment of the party affected, (a) will cause financial hardship to such party; or (b) will materially reduce the benefits of entering into this Agreement, the party so affected shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

8.7 Waiver of Breach

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.

8.8 Modification

Except as provided in Section 8.11, below, no supplement, modification, waiver or amendment of this Agreement shall be binding or effective unless executed in writing by the parties.

8.9 Entire Agreement

This Agreement constitutes the entire and final Agreement between the parties relating to this subject matter hereof and supersedes all previous agreements, promises, negotiations or representations, either oral or written, between the parties relating to the subject matter hereof, and any such agreements, promises, negotiations, or representations not expressly incorporated herein shall be of no force or effect.

8.10 Notices

All notices, demands, requests, certificates or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when presented personally, via email, given by prepaid telex or telegram, fax or when deposited in a regularly maintained receptacle for the United States Postal Service, first- class postage prepaid, registered or certified, return receipt requested, correctly addressed to the parties at:

Physician: Name _____
 Address _____
 Fax # _____
 Email _____

GAPN: Genesis Accountable Physician Network, LLC
 Attn: President and CEO
 5501 LBJ Freeway, Suite 950
 Dallas, Texas 75240-2362
 Facsimile Number: 972/239-3734

8.11 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to its conflicts of law provisions), and venue for litigation of all disputes related to this Agreement shall be in Dallas County, Texas.

8.12 Amendment

GAPN may amend this Agreement, in order to comply with applicable federal and state laws or regulations, by sending any substantive amendment to Physician by regular mail or email, which amendment shall be effective sixty (60) days following receipt by Physician, unless Physician provides written notice of rejection during such period. If Physician rejects such amendment, such amendment shall not be given effect; PROVIDED, HOWEVER, that GAPN shall have the option to terminate this Agreement upon thirty (30) days advance written notice to Physician. Otherwise, this Agreement may only be amended by a document, signed by both parties hereto.

8.13 Certification and Release

Physician authorizes any third-party payor and/or any hospital and its representatives to make available to GAPN all documents bearing on Physician's credentials, qualifications, and medical practice.

Physician releases GAPN, and its representatives, who provide any information relating to Physician to Payors, from any liability relating to Physician's credentials, qualifications, and medical practices as may be deemed necessary to Physician's participation in the GAPN Organization.

In Witness Whereof, the parties hereto have executed this Agreement as of the Effective Date set forth above.

PHYSICIAN:

GENESIS ACCOUNTABLE PHYSICIAN NETWORK, LLC:

By: _____

By: Jim Walton, DO, MBA

(Printed Name)

(Printed Name)

Title: _____

Title: President & CEO

Date: _____

Date: _____

Physician Medicare Provider Number:

Attachment A: GAPN New Member Survey Questions

Technology	Response
1. Have you ever been voluntarily or involuntarily terminated from the Medicare Shared Savings Program (ACO)? §425.204(b) (3). If YES, provide a narrative that identifies the cause of termination and what safeguards are now in place to enable the you to participate in GAPN MSSP ACO	
2. Has your TIN been subsumed into an ACO Participant TIN through a merger or acquisition within 3 years?	
3. Do you provide extended hours?	
4. Does your office have Internet access?	
5. Do you have a Practice Management System? If so, which and what software version are you using?	
6. Do you have any current HIE relationships? If so, which and when were they implemented?	
7. Do you utilize e-Prescribing? If so, which and when was it implemented?	
8. Do you utilize e-Labs? If so, which and when was it implemented?	
9. Do you currently utilize an EMR? If so, which and what software version are you using? If no, are you interested in purchasing an EMR?	
10. Can your EMR produce a CCD (Continuity of Care Document) or generate a flat file export?	
11. What are your patient and physician portal capabilities and are they integrated?	
12. Does your EMR have reporting capability (business intelligence capability/experience), if yes are you using reports from your EMR to manage population health?	

13. Is your EMR certified by the office of Inspector General/Authorized Testing and Certification Body*? For more information on whether your EMR qualifies, Click the link	
14. Do you currently participate in any of the following programs: <ul style="list-style-type: none"> • Care Management for High Cost Beneficiaries • Comprehensive Primary Care Initiative • Independence at Home Medical Practice Demonstration • Medicare Health Care Quality Demonstration Programs • Multiplayer Advanced Primary Care Practice Demonstration with a shared savings arrangement • Physician Group Practice Transition Demonstration • Pioneer ACO Model • Medicare Shared Savings Program ACO (excluding Genesis MSSP ACO) 	Yes / No: If yes circle the program you participate in:
15. CMS will not allow physicians who participate in any of the programs in question 15 to participate in an MSSP ACO. Will you terminate participation in the above programs in order to participate in the GAPN MSSP ACO by November 2013?	
16. How many Traditional Medicare patients (i.e. excluding Medicare Advantage patients) did you see in 2012?	
17. TIN number that you would use to participate in MSSP ACO:	
18. Is the above TIN used by you alone or a group?	
19. Legal Business name of the above TIN:	
20. CCN (CMS certification number):	
21. CCN Legal Name:	
22. CCN Identification Code:	

If you have any questions, please contact Kathie Norris at 972.419.0028 or Shannon Ney at 972.419.0004

ATTACHMENT B

Genesis Accountable Physician Network, LLC

Business Associate Agreement

GENESIS ACCOUNTABLE PHYSICIANS NETWORK

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made and entered into by and between _____ (“Covered Entity”) and Genesis Accountable Physicians Network, LLC (“GAPN”) (“Business Associate”). This Agreement is effective as of _____, 2013 (“Effective Date”).

RECITALS

WHEREAS, the parties to this Agreement have a relationship where Business Associate provides services for or on behalf of Covered Entity which involve Business Associate’s creation, receipt, maintenance, or transmission of Protected Health Information, including Electronic Protected Health Information (both as defined below) that Business Associate will use to fulfill its contractual obligations to Covered Entity; and

WHEREAS, Covered Entity and Business Associate 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 the implementing regulations thereunder related to maintaining the privacy and security of PHI, and 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

DEFINITIONS

“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 Covered Entity’s workforce in relation to the protection of that PHI.

“Breach” shall have the same meaning as the term “breach” at 45 CFR 164.402.

“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 protected health information 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 CFR § 164.501 and as such term may be amended from time to time in this cited regulation.

“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 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.

“Electronic PHI” shall have the same meaning as the term “electronic protected health information” at 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

“Individual” shall have the same meaning as the term “individual” as 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).

“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.

“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.

“Protected Health Information” and/or “PHI” shall have the same meaning as the term “protected health information” as defined in 45 CFR 160.103, and any amendments thereto, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

“Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

“Security Incident” shall have the same meaning as the term “security incident” at 45 CFR 164.304.

“Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, Part 162 and Part 164, Subparts A and C.

“Technical Safeguards” shall mean the technology and the policy and procedures for its use that protect PHI and control access to it.

“Underlying Agreement” means the written contract for services between Covered Entity and Business Associate generally described in this Provider Participation Agreement.

“Unsecured PHI” shall have the same meaning as the term “unsecured protected health information” at 45 CFR 164.402.

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.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

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

Safeguards and Security Rule Compliance. *Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. 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. Additionally, Business Associate shall comply with all applicable requirements of Subpart C of Part 164 of the Security Rule.*

Duty to Mitigate. *Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Privacy Rule and to communicate in writing, such procedures to Covered Entity.*

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.*

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 CFR 164.524. If Business Associate maintains PHI electronically in a Designated Record Set and if the Individual requests an electronic copy of such information, Business Associate must provide Covered Entity, or the Individual or person properly designated by the Individual, as directed by Covered Entity, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denial by Business Associate of access to PHI shall be the responsibility of, and sufficiently addressed by, Business Associate, including, but not limited to, resolution of all appeals and/or complaints arising there from.*

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.*

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 Rule.*

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.*

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 or the Privacy 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 impermissible use or disclosure. Notwithstanding the foregoing, Covered Entity agrees that this Agreement shall constitute notice and 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.*

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 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 the best 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 a Business Associate's breach of its obligations under this Section.

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.*

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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 Rule if done by Covered Entity.*

Specific Use and Disclosure Provisions.

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.

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.

Business Associate may disclose PHI in its possession for the proper management and administration 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 and provided that upon completion of work, the third party will shred all PHI and permanently delete and erase any electronic data containing PHI received from or created using PHI.

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.

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.

Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity.

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.

OBLIGATIONS OF COVERED ENTITY

Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity 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 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.

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.

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.

TERMINATION

Term. *The term of this Agreement shall be effective as of the Effective Date and shall terminate upon termination of the Underlying 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).*

Termination for Cause. *Upon either party's knowledge of a material breach by the other party, such party shall either:*

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;

Immediately terminate the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or

If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary, if Required By Law.

Business Associate shall ensure that it maintains for itself the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section II(d) hereof.

Effect of Termination.

Except as provided in Section 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.

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 infeasible, 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.

***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.**

MISCELLANEOUS

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.*

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(l) below.*

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.*

Survival. *The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.*

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 the ARRA.*

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.*

Notices. *Any notices to be given to either party under this Agreement shall be made in writing and delivered via certified US mail return receipt requested to the address given below.*

If to Business Associate:

Fax: _____

If to Covered Entity:

Fax: _____

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.*

Governing Law and Venue. *This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Texas, without giving effect to its conflict of law provisions.*

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.*

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.*

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 and other applicable state and federal laws relating to the security or confidentiality of PHI as determined solely by Covered Entity.*

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 Covered Entity, 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 Covered Entity, in its sole discretion, may unilaterally amend this Agreement to comply with the change in law upon written notice to Business Associate.

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
(COVERED ENTITY):

ON BEHALF OF GAPN
(BUSINESS ASSOCIATE):

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Lead staff person assigned to this project:

Name: _____

Phone: _____

Email: _____