

PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement (the “**Agreement**”) shall be effective as of the ____ day of _____, 20__ by and between Mount Carmel Health Partners (“**MCHP**”), and _____, a physician licensed to practice medicine in the State of Ohio (“**Physician**”) (collectively, the “**Parties**”).

WHEREAS, MCHP is an Ohio corporation primarily engaged in the business of furnishing managed care contracting and related services to physicians and physician practice groups who have entered into Physician Services Agreements with MCHP;

WHEREAS, Physician is a physician duly licensed to practice medicine in the State of Ohio who desires to provide or arrange for Covered Services to Members covered under any existing or future Health Benefit Plan;

WHEREAS, Physician and MCHP recognize the need to provide to third party payors and Members of each Health Benefits Plan an efficiently delivered comprehensive program of health care services in a cost-effective manner;

WHEREAS, to develop an integrated provider network to meet those needs, MCHP wishes to contract with Physician for the provision of professional medical and related health care services to Members, and Physician wishes to contract with MCHP in order to provide such services as provided in this Agreement; and,

WHEREAS, the parties desire to ensure compliance with additional terms and conditions set forth in the Act.

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

I. DEFINITIONS

As used herein, the following terms shall have the meaning described below to the extent they are consistent with Chapter 1751 of the Ohio Revised Code. If a conflict exists, the definition prescribed by statute shall prevail.

1.1 **Act** refers to Chapter 1751 of the Ohio Revised Code, commonly known as the Ohio Managed Care Uniform Licensure Act.

1.2 **Contract Summary Sheet** means the summary of terms of a Customer Agreement and the Health Benefits Plan along with any pertinent attachments and an acceptance/rejection form prepared and compiled by MCHP and transmitted to Physician pursuant to which Physician shall accept or reject the applicable Customer Agreement. A Contract Summary Sheet may also include updates to Customer Agreements from time to time.

1.3 **Coordination of Benefits** means a method of sequentially assigning responsibility for the payment for health care services rendered to a Member among two or more insurers (at least one of whom is a Payor).

1.4 **Co-payments** means deductibles, coinsurances, co-payments or other amounts for which Members are liable to Participating Providers under the terms and conditions of the applicable Health Benefits Plan.

1.5 **Covered Services** means those medical and hospital services and benefits which Members are entitled to receive under the terms of the applicable Health Benefits Plan.

1.6 **Credentialing** means a process by which the professional credentials and professional qualifications of Participating Providers are reviewed to determine whether they meet MCHP's requirements for the providing of or arranging for Covered Services to Members under Health Benefit Plans.

1.7 **Customer Agreement** means the agreement between MCHP and a Payor which expresses the agreed upon contractual rights and obligations of the parties thereto for the provision of Covered Services under a Health Benefits Plan.

1.8 **Debarred** means excluded, suspended or otherwise determined to be ineligible to participate in federal or state health care programs.

1.9 **Designated Representative** means any person or organization appointed by a Payor to administer managed care, utilization management, claims processing or other programs for its Health Benefits Plan. Each Customer Agreement shall provide whether MCHP or another person or organization shall act as the Payor's Designated Representative with respect to any of the foregoing functions.

1.10 **Emergency** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual (or, with respect to a pregnant woman, her pregnancy or health or the health of her fetus) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part; or such other definition as may be required by applicable law.

1.11 **Health Benefits Plan** means the health benefits plan described in a Customer Agreement, which Payor designates as available to Members, and which describes the costs, procedures, benefits, conditions, limitations, exclusions and other obligations to which Members are subject thereunder, whether such plan is offered on a group or individual basis, or utilizes a full or limited panel of Participating Providers, as defined by this Agreement or by a Customer Agreement.

1.12 **HIPAA Compliant Authorization** means an authorization that complies with 45 C.F.R. Section 164.508.

1.13 **HIC** means a Health Insuring Corporation licensed pursuant to the Act.

1.14 **Material Amendment** has the same meaning as specified in Division (J) of Section 3963.01 of the Ohio Revised Code or any successor statute.

1.15 **Medical(ly) Necessity(ary)** means, unless otherwise defined by the Payor in its Health Benefits Plan, those services determined by the Payor or its Designated Representative to be (i) preventative, diagnostic, and/or therapeutic in nature, (ii) specifically related to the condition which is being treated/evaluated, (iii) rendered in the least costly medically appropriate setting (e.g., inpatient, outpatient, office), based on the severity of illness and intensity of service required, and (iv) not primarily for the Member's convenience or that of his or her physician.

1.16 **Member** means a person or eligible dependent thereof who meets all applicable eligibility requirements of a Health Benefits Plan, and who enrolls in accordance with the requirements of such Health Benefits Plan.

1.17 **Network** means a provider organization or group of providers that has contracted with MCHP to arrange for the provision of health care services pursuant to a Customer Agreement.

1.18 **Non-Covered Services** means those medical and hospital services, supplies, products and accommodations provided to Members that are not designated as benefits to Members under the terms of the applicable Health Benefits Plan.

1.19 **Participating Hospital** means any hospital or affiliate which has entered into a hospital services agreement with MCHP.

1.20 **Participating Physician** means any physician duly licensed to practice in the State of Ohio, who is under contract with, or otherwise engaged by, MCHP to provide Covered Services to Members.

1.21 **Participating Provider** means a Participating Physician, Participating Hospital, or other health professional or facility who or which, at the time care is rendered to a Member, has a contract in effect with MCHP and a Customer Agreement with a Payor to furnish Covered Services to Members. For purposes of necessary referrals, a Customer Agreement may also define Participating Provider.

1.22 **Payor** means an individual, organization, firm, governmental entity or Network, including but not limited to a self-insured employer, employer coalition, health insurance purchasing cooperative, insurer, health maintenance organization, HIC, or preferred provider organization, that has contracted with MCHP to arrange for the provision of health care services to such person or its members, subscribers, employees, retirees, the spouses and dependents

thereof, or others, and which has agreed to pay for such services, pursuant to a Customer Agreement.

1.23 **Physician Charges** means the regular, uniform rate or price Physician determines and charges for Physician Services, regardless of any agreement with any person or payor to accept a different rate or price as payment in full for such Physician Service.

1.24 **Physician Services** means those professional medical services customarily performed by the Physician in his/her designated area of practice.

1.25 **Primary Care Physician** means a Participating Physician who is designated by MCHP as a primary care physician responsible for providing Primary Care Services to Members.

1.26 **Primary Care Services** means those services performed by a Primary Care Physician relating to the management and coordination of the full scope of a Member's medical care, including but not limited to performing routine evaluations and treatment, arranging for all necessary referrals to Participating Providers, as defined by this Agreement or by a Customer Agreement, including specialist physicians, hospitals, skilled nursing facilities and other health providers, ordering laboratory tests and x-ray examinations, prescribing required medications, ensuring the performance of such physician office administrative functions as are necessary to the delivery of Physician Services to Members in accordance with the terms of this Agreement, and such other services as are designated Primary Care Services by MCHP or a Payor from time to time.

1.27 **Reimbursement Rates** means the fee for service payment arrangements for the applicable Health Benefits Plan described in the Contract Summary Sheet of the Customer Agreement.

1.28 **Specialty Care Physician** means a Participating Physician who has agreed to provide certain specialty health care services to Members.

II. OBLIGATIONS OF PHYSICIAN

2.1 **Provision of Physician Services.** Physician agrees to provide to Members those Covered Services which are professional medical services customarily provided by Physician. Physician also agrees, in accordance with MCHP's policies, to maintain accessibility either personally or by covering arrangements with another Participating Provider or other physician approved by MCHP on a twenty-four (24) hours-per-day, seven (7) days-per-week basis. In addition, Physician agrees to observe, protect and promote the rights of Members as patients. Physician shall comply with all applicable federal, state and local laws, rules and regulations governing physicians and the provision of Physician Services. If Physician has been designated as a Primary Care Physician by MCHP, then Physician shall provide Primary Care Services to Members whose Health Benefits Plan provides for a medical services coordinator (e.g. HICs and point-of-service plans) and who have chosen Physician as their Primary Care Physician.

Physician shall give MCHP and Payor at least ninety (90) days' prior written notice that Physician intends to cease accepting new Members.

2.2 Credentialing. Physician agrees to cooperate with and abide by the Credentialing process and procedures implemented by MCHP or any Payor. Such policies and procedures are available upon request. Physician shall insure that all other health professionals and all employees who practice under his/her supervision meet all applicable standards of care. Physician shall promptly notify MCHP of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations; any changes in Physician's practice ownership or business; or any problem or situation that will impair the ability of Physician to carry out Participating Physician's duties and obligations of this Agreement.

2.3 Continuation of Coverage. Physician agrees that, in the event of a Payor's insolvency or other cessation of operations, Physician shall continue to provide Covered Services to Members through the period for which the premium has been paid. If a Member is receiving inpatient care, Physician shall continue to provide Covered Services until the Member's discharge. In accordance with Section 1751.13(C) of the Ohio Revised Code, Physician shall continue to provide Covered Services to Members as needed to complete any Medically Necessary procedures commenced but unfinished at the time of a HIC's insolvency or discontinuance of operations; provided that Physician will not be required to continue to provide Covered Services after the occurrence of any of the following: (a) thirty (30) days following the entry of a liquidation order under Chapter 3903 of the Ohio Revised Code; (b) the end of the Member's period of coverage for a contractual prepayment or premium; (c) the date the Member obtains equivalent coverage from an alternative insurer; (d) the date the Member or the Member's employer terminates coverage under its agreement with the HIC; or (e) the date the a liquidator effects a transfer of the HIC's obligations under Ohio law.

2.4 Records and Reports. Physician shall prepare and maintain complete records for each Member receiving Physician Services. Such records shall be prepared in accordance with accepted principles of practice, shall document all Physician Services performed for Members and shall comply with all applicable state and federal laws. Except as otherwise provided under Section 5.1 of this Agreement, a Payor or its Designated Representative shall have the right to inspect during Physician's regular office hours (with 24 hours notice to both the MCHP and Physician) and obtain copies of any financial or medical records maintained by Physician reasonably pertaining to Physician Services rendered to Members, records relating to the charges therefore, and records relating to payments received by Physician from Members. To the extent allowed by Physician's Customer Agreement with the Payor, such copies shall be provided to the Payor or its Designated Representative at a reasonable charge. Such financial and medical records shall be and remain the property of Physician. Physician shall maintain such medical and financial records for the greater of seven (7) years after the last date of services rendered or the length of time required by state or federal law, and shall maintain such books, records and financial information and documents at its principal place of business in Ohio in a manner that facilitates regulatory review. Physician shall deliver any Member's records or copies thereof to any succeeding physician upon request of the Member. In addition, Physician agrees to provide

appropriate state and federal authorities involved in assessing the quality of care or investigating Member grievances or complaints, such information pertaining to Physician's professional capabilities and patient care practices that such appropriate state or federal authorities may request for the purposes of complying with state or federal law. Notwithstanding anything to the contrary herein, Physician shall comply with all applicable state and federal laws, rules and regulations related to the confidentiality of medical records. The parties' obligations under this Section 2.4 shall survive the termination of this Agreement.

2.5 Professional Requirements.

- 2.5.1 MCHP Procedures. Physician shall comply with and be bound by MCHP's criteria for provider participation and its policies and procedures regarding professional conduct, including MCHP Credentialing policies as adopted and amended by MCHP Board of Directors from time to time. Physician shall cooperate with MCHP's periodic evaluation of professional qualifications which shall include, but not be limited to, Physician giving consent to the release of information from any hospital at which Physician has medical staff privileges; provided that any information that is privileged under Ohio Revised Code Section 2305.24 shall only be released to another body that is entitled to the protections of such statute. Physician acknowledges that each Payor must approve or disapprove of Physician's participation in its Health Benefits Plan(s).
- 2.5.2 License to Practice Medicine, Applicable Permits and Approvals. Physician warrants that he/she is currently licensed by the State of Ohio and that he/she shall maintain such licensure during the term of this Agreement. Physician further warrants that he/she has obtained and shall maintain throughout the term of this Agreement all necessary licenses, certifications, registrations, permits and approvals as are required for the lawful and reasonable conduct of Physician's practice and his/her provision of Physician Services to Members, including but not limited to a United States Drug Enforcement Agency (DEA) narcotics number. Physician shall immediately notify MCHP of any action, investigation or proceeding to revoke, suspend, restrict, or otherwise affect any such licenses, certifications, registrations, permits, or approvals.
- 2.5.3 Provider Application Representations. Physician certifies that, upon execution of a provider participation application, all statements and representations made in his/her provider participation application are, and shall remain at all times hereafter, true, to the best of his/her knowledge. Physician shall notify MCHP in writing within ten (10) days of any such material change thereto. Any misrepresentation or failure to report a material change shall be grounds for immediate termination of this Agreement.

2.6 Discrimination Prohibited. Physician shall provide Physician Services in the same manner and in accordance with the same standards offered to all Physician patients. Physician, in accordance with the provisions, spirit and intent of this Agreement, shall not differentiate or discriminate in the treatment of Members or in the quality of services rendered to Members on the basis of race, creed, color, national origin, sex, age, religion, sexual orientation, veteran status, handicap, place of residence, health status, source of payment, or credit history. The prohibitions contained in this paragraph shall not interfere with or in any way diminish Physician's right to terminate his/her relationship with a Member based upon noncompliance of the Member with medical advice of Physician or for any other reason which is not discriminatory in nature.

2.7 Standards of Care. Physician agrees that all duties performed hereunder shall be consistent with the proper practice of medicine, and that such duties shall be performed in accordance with the customary rules of ethics and conduct of the American Medical Association or American Osteopathic Association, as the case may be, and such other bodies, formal or informal, government or otherwise, from which physicians seek advice and guidance or by which they are subject to licensing and control. Additionally, Physician shall perform all medical services in conformance with the standards for his/her specialty as established by the local medical community. Physician agrees that he/she shall not engage in any acts of moral turpitude, as determined by MCHP in good faith. Physician shall ensure that all health and other qualified personnel who are employed by or contracted by Physician to provide health care services to patients are properly licensed and/or credentialed as required by the laws of the State of Ohio to perform the services which they perform.

2.8 Compliance with Member Grievance Procedures. Physician shall cooperate and comply with MCHP's and each Payor's programs and procedures for the expeditious resolution of any Member grievances or complaints.

2.9 Insurance. Physician, at his/her sole cost and expense, shall provide and maintain such commercially available policies of general liability and professional liability insurance as shall be necessary to insure Physician and his/her employees against claims for damages arising by reason of personal injuries, death or other damages occasioned directly or indirectly in connection with the performance of Physician's obligations under this Agreement. Physician shall immediately notify MCHP in the event any such claims are made against Physician. The amounts and extent of such insurance coverage shall not be less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. If such coverage is under a "claims-made" policy, Physician agrees to provide and maintain such "prior acts" insurance coverage or a "tail" policy in the above amounts following the termination of this Agreement. Physician shall provide MCHP with a certificate or other written evidence of such insurance coverage meeting the foregoing minimum requirements. Physician shall notify MCHP in writing at least thirty (30) days in advance of any material reduction to, or cancellation of, such coverage or immediately notify MCHP of any such material reduction or cancellation if prior notice cannot be provided due to circumstances beyond the Physician's control.

2.10 Continuing Medical Education. Physician shall undertake such continuing medical education, including attending education seminars, becoming and maintaining status as a member in professional organizations, subscribing to and reading professional journals, and similar activities, as is required by state law or is necessary for Physician to remain current as to the standards of practice for his/her medical specialty.

2.11 Pharmaceutical Formularies. Physician shall comply with MCHP's and the Payor's pharmaceutical formularies, if any, when prescribing medications for Members.

2.12 Antitrust Guidelines. Physician agrees to comply with all applicable State and Federal antitrust statutes and regulations, as well as guidelines and procedures promulgated by MCHP from time to time.

III. ADMINISTRATION

3.1 Customer Agreements.

3.1.1 Rental Network/Contract Summary Sheets. This Agreement applies to network rental arrangements and one purpose of this Agreement is to give MCHP a right to allow the services of Physician to be accessed by Payors via Customer Agreements. Customer Agreements will specify the products for which Physician may provide services, including but not limited to: commercial preferred provider organizations, health maintenance organizations or other products provided by HICs, Medicare, or Medicaid. MCHP will perform and coordinate the negotiation of Customer Agreements on behalf of Physician. Once MCHP reaches a tentative final agreement with a Payor regarding the terms of a Customer Agreement, MCHP shall transmit to Physician a summary of the Customer Agreement containing the terms of the Customer Agreement and the Health Benefits Plan along with any pertinent attachments and an acceptance/rejection form (collectively the “**Contract Summary Sheet**”). Nothing in this Agreement requires that Physician, as a condition of entering into this Agreement or a Customer Agreement, provide Covered Services for all products offered by a Payor.

3.1.2 Acceptance of Customer Agreements. Physician shall indicate his/her acceptance or rejection of a Customer Agreement on the acceptance/rejection form and transmit the form to MCHP by the deadline set forth on the form which shall be at least fourteen (14) days following receipt by Physician of the Contract Summary Sheet, unless otherwise designated by the MCHP Board of Directors and set forth on the acceptance/rejection form. If Physician fails to transmit a written acceptance or rejection of the Customer Agreement to MCHP by the deadline, Physician shall be deemed to have rejected the applicable Customer Agreement. Physician agrees to participate in those Customer

Agreements entered into by MCHP which Physician has agreed to accept. All Customer Agreements accepted by Physician, including any modifications or amendments thereto as may from time to time become effective, shall be considered an integral part of this Agreement.

- 3.1.3 Amendment of Customer Agreements. MCHP or Payor shall provide Physician with at least ninety (90) days written notice prior to the effectiveness of any amendment to any Customer Agreement which Physician has accepted, together with a summary of the terms and conditions of such amendment. Except as otherwise provided in this Section 3.1.3, if within fifteen (15) days after receiving notice of such amendment, Physician objects in writing to the amendment and there is no resolution of these objections, MCHP, Payor or Physician may terminate the Customer Agreement and the Physician's status as a Participating Physician under such Customer Agreement by delivering written notice to the other parties not later than sixty (60) days prior to the date of effectiveness of the proposed amendment. If Physician does not provide written objections in the manner described in this Section 3.1.3, the amendment shall be deemed approved by Physician and the amendment will become part of the Customer Agreement as specified in the notice sent by MCHP or Payor.

If a proposed amendment to a Customer Agreement that Physician has accepted adds future product(s) for which Physician would be required to provide Covered Services, MCHP or Payor shall notify Physician at least ninety (90) days prior to the effective date of such amendment. If Physician objects to the proposed amendment for the addition of future product(s), Physician must notify MCHP and Payor in writing of such objection within fifteen (15) days after receiving notice of such amendment. If Physician objects to the addition of such future product(s), Physician will not be obligated to provide Covered Services for the future product and MCHP or Payor may terminate the Customer Agreement and the Physician's status as a Participating Physician under the Customer Agreement upon one hundred eighty (180) days prior written notice to Physician.

To the extent that the terms of this Section 3.1.3 conflict with the terms of a Customer Agreement in effect as of the effective date of this Agreement, the Customer Agreement will govern until such time that the Customer Agreement is renewed or amended to include a Material Amendment. After such time (a) if Payor is agreeable to these terms, this Section 3.1.3 will govern, or (b) if Payor requires a distinction in the Customer Agreement between Material Amendments and amendments that are not deemed to be Material Amendments, the Customer Agreement will govern.

- 3.1.4 Withdrawal. Physician may withdraw from any accepted Customer Agreement in accordance with the terms and conditions of the Customer Agreement with at least sixty (60) days prior written notice to MCHP and Payor.
- 3.1.5 No Physician Selection Guarantees. MCHP does not guarantee and makes no guarantees, representations, warranties or covenants regarding the selection or use of Physician's services by any Payor. Each Payor shall have the right to determine whether to designate Physician as a participating physician. The MCHP Board of Directors will make the final determination on provider panel composition for each Customer Agreement. MCHP shall not have any liability to Physician in the event one or more Payors do not designate Physician as a participating physician. In addition, MCHP makes no guarantees, representations, warranties or covenants regarding the selection of Physician by Members or the number of patients, if any, which may result from participation in MCHP's provider network.
- 3.1.6 Payor Information. Physician may obtain information regarding Payors at www.mchp.com or by contacting Mount Carmel Provider Relations at 1-800-720-5555. Any information obtained by Physician pursuant to this Section 3.1.6 is proprietary and shall not be disclosed by Physician.

3.2 Coverage Determinations. A Payor or its Designated Representative shall have sole authority to determine: (i) what is a Covered Service; (ii) who is a Member; (iii) the amount and application of Co-payments; and (iv) the network or panel of providers that will provide Covered Services to Members. Physician acknowledges that such determinations of Covered Services, Members, Co-payments and participation panel status may vary by Payor and within a particular Payor's Health Benefits Plans. The obligation of the Payor to pay Physician pursuant to this Agreement is conditioned upon the determination that the person receiving services, supplies, products or accommodations from Physician is a Member and that such services, supplies, products and accommodations are Covered Services. Physician agrees to accept such determination of the foregoing, whether such determination is rendered before, during or after the provision of, or payment for, such services, supplies, products, and accommodations to such person by Physician.

3.3 Quality and Clinical Integration, Quality Assurance, and Utilization Management Programs.

- 3.3.1 Program Compliance. Physician shall abide by and comply with any quality and clinical integration programs, processes and procedures instituted by MCHP, as well as such programs agreed upon between MCHP and Payor, any of which may change from time to time. In

addition, Physician shall abide by and comply with the quality assurance and utilization management programs and procedures of MCHP and of each Payor in effect and which may change from time to time. Descriptions of such programs and procedures may be obtained by Physician upon request to MCHP or Payor within fourteen (14) days after the date of the request. To the extent that the time for providing such descriptions conflicts with the terms of a Customer Agreement in effect as of the effective date of this Agreement, the Customer Agreement will govern until such time that the Customer Agreement is renewed or amended to include a Material Amendment.

The obligation of a Payor to reimburse Physician for the provision of Covered Services to a Member shall be conditioned upon a good faith determination by the Payor or its Designated Representative that Physician is in compliance with the Payor's utilization management programs, whether such determinations of the foregoing are made before, on or after the provision of Covered Services to such Member.

- 3.3.2 Patient Medical Records. Upon request, Physician shall furnish to MCHP and/or the Payor or its Designated Representative copies of Members' medical records or such pertinent excerpts as may be required by MCHP and/or the Payor or its Designated Representative, in keeping with the rules of confidentiality of patient records as set forth in Section 5.1 of this Agreement. To the extent allowed by Physician's Customer Agreement with the Payor, such copies shall be furnished to MCHP and/or the Payor or its Designated Representative at a reasonable charge. Physician agrees to allow MCHP and Payor or its Designated Representative, or their designated quality assurance, utilization management or peer review staffs to have reasonable access to treatment records of Members for services provided under the terms of this Agreement as necessary to enable MCHP and the Payor or its Designated Representative to perform quality assurance, utilization management and peer review activities. Utilization management actions taken by MCHP and/or a Payor or its Designated Representative shall be for the sole purpose of determining the eligibility of services for payment and shall not have any effect upon Physician's obligations to provide appropriate care to patients.
- 3.3.3 Waiver of Liability. Physician waives, for himself/herself and his/her employees, agents and representatives, as the case may be, any and all claims that he/she (or they) may have against MCHP and/or the Payor or its Designated Representative, or their respective officers, directors, members, employees, agents, representatives, and any other person participating directly or indirectly in such quality assurance programs,

arising out of or relating to such quality assurance programs, provided that the individual(s) in question acted without malice.

3.4 Medical Necessity. The obligation of a Payor to pay Physician for the provision of Covered Services to a Member shall be conditioned upon a determination by MCHP or the Payor or its Designated Representative that the provision of Covered Services was Medically Necessary, whether such determination is made before, on or after the provision of Covered Services to such Member. Physician agrees that neither the Payor nor the Member shall be billed or ultimately held responsible for payment for Covered Services deemed to be medically unnecessary by either MCHP's or the Payor's Medical Necessity review process unless the Member has received written notice of such determination and that the Payor will not pay for such services and the Member voluntarily agrees, in writing, to receive and pay for such services.

3.5 Discharge Planning. Physician shall cooperate fully in the implementation and operation of MCHP's and each Payor's discharge planning system.

3.6 Administrative Procedures. From time to time, MCHP and/or Payor may promulgate and amend a manual of administrative procedures or other information to assist Physician in the areas of recordkeeping, reporting, and other administrative duties of Physician under this Agreement or a Customer Agreement. Physician agrees to comply with all such procedures and duties. MCHP and/or Payor's manual of administrative procedures will also identify the internal mechanisms used to resolve disputes concerning the interpretation or application of the terms of this Agreement or a Customer Agreement.

3.7 Noncompliance. The failure by Physician to comply with any of the requirements imposed on him/her pursuant to this Article III may result in corrective action. In cases of willful or continued noncompliance, this Agreement may be terminated by the MCHP Board of Directors in accordance with its policies and procedures.

3.8 Debarment. By signing this Agreement, Physician warrants and represents that neither Physician nor Physician's employees have been Debarred. During the terms of the Agreement Physician shall notify MCHP if Physician or a Physician's employee is Debarred.

3.9 Compliance Programs. In accordance with MCHP's applicable corporate compliance program(s), Physician agrees to act in compliance with all laws and regulations (including without limitation Medicare and Medicaid program requirements as applicable) which relate to Physician's performance of this Agreement. Physician agrees to timely notify MCHP in writing in the event that Physician has violated any such statutory or regulatory requirements, and the nature of such violation, to enable MCHP to take prompt corrective action. Physician agrees that MCHP shall have the right to automatically terminate this Agreement in the event Physician fails to comply with this provision.

IV. COMPENSATION, CLAIMS SUBMISSION AND PAYMENT

4.1 Compensation. MCHP shall arrange for Payors to pay Physician the Reimbursement Rates for authorized Physician Services that are Covered Services and that are rendered to Members in accordance with the terms of this Agreement, less the amount of any Co-payments payable by the Member under the applicable Health Benefits Plan. Information about Reimbursement Rates and the effect of procedural codes on compensation may be obtained from Payors. Physician may obtain information regarding Payors at www.mchp.com or by contacting Mount Carmel Provider Relations at 1-800-720-5555. Physician agrees that the Reimbursement Rates constitute payment in full by Payor for such Covered Services provided by Physician. In all cases, Physician shall bill Members for all Co-payments as outlined in the applicable Health Benefits Plan and shall make a good faith effort to pursue payment of the same.

4.2 Claims Submission. Unless otherwise specified in Physician's Customer Agreement with the Payor, Physician shall submit claims for Covered Services rendered to Members (and any adjustments thereto) to MCHP and, if so directed by MCHP, to the Payor or a Designated Representative within ninety (90) days from the date that such services were provided (or with respect to obstetric services, within ninety (90) days from the date of delivery) on accurately completed CMS 1500 claim forms (or the nationally recognized successor claim form) in such format as specified from time to time by MCHP and the Payor or its Designated Representative. If such claims are submitted only to MCHP pursuant to the preceding sentence, MCHP agrees to promptly forward them to the Payor or its Designated Representative. Such claims shall include the Member's Payor identification number, Physician's MCHP identification number, and an itemized record of services and charges in customary claim form. Unless otherwise specified in Physician's Customer Agreement with the Payor, a Payor shall have no obligation to pay Physician for claims (and any adjustments thereto) that are received more than ninety (90) days after date of service (or with respect to obstetric services, after ninety (90) days from the date of delivery). In cases where the Payor is the secondary payor, the foregoing submission dates shall commence on the date notice of the primary payor's liability is received by Physician.

4.3 Time for Payment. MCHP shall arrange for the Payor or its Designated Representative to pay undisputed claims which are accurate, complete and comply with this Agreement within the shorter of (i) the time period mandated by state law or (ii) the time period established by the applicable Customer Agreement.

4.4 Coordination of Benefits. Physician shall cooperate with the Payor or its Designated Representative in implementing the provisions of the applicable Health Benefits Plan relating to Coordination of Benefits and other third party claims including Medicare and to be bound thereby. Physician shall secure all required information from Members and other medical benefit plans to facilitate the Coordination of Benefits.

4.5 Erroneous Payments. In the event that a Payor or its Designated Representative pays the Physician for services, supplies, products or accommodations that the Payor or its Designated Representative determines, in good faith, are not Covered Services, or for the provision of Covered Services to a person that the Payor or its Designated Representative determines is not a Member, or the Payor or its Designated Representative has made a payment to Physician for the provision of the same Covered Services more than once, or made an overpayment to Physician, or incorrectly made payments due to coding or billing errors, or otherwise incorrectly or inadvertently made a payment to Physician, the Payor or its Designated Representative may, at its sole option and discretion, demand the return of such payment or overpayment from Physician or set off the amount of such payment or overpayment against any amounts owed to Physician by the Payor within twelve (12) months from date of original payment unless otherwise specified in the Customer Agreement with the Payor.

4.6 Referral Disclaimer. Any fees paid pursuant to this Agreement shall not be determined in any manner that takes into account the volume or value of any potential referrals between the parties. No amount paid pursuant to this Agreement is intended to be, nor shall it be construed to be, an inducement or payment for referral of patients by MCHP to Physician or by Physician to MCHP.

V. CONFIDENTIALITY

5.1 Medical Records. None of the Payor, its Designated Representative, MCHP or Physician shall disseminate information in a Member's medical records to any third party without the consent of the Member in compliance with all applicable state and federal laws and regulations and subject to legal process. Payor shall obtain from each Member a valid HIPAA Compliant Authorization for the release of Member's medical records to MCHP and the Payor and its Designated Representative. Physician and the Payor are to follow appropriate procedures to ensure that Member confidentiality rights are not abridged. The Parties agree to abide by the terms of the Business Associate Terms and Conditions set forth in Exhibit A. As required by 45 C.F.R. Section 164.524 and applicable state law, Members shall have access to their health information, be provided with an accounting of disclosures of information when as required by 45 C.F.R. Section 164.526, and have the opportunity to amend or correct the information as required by 45 C.F.R. Section 164.526 and applicable state law. Except as otherwise provided in Exhibit A, the parties obligations under this Section 5.1 shall survive termination of this Agreement.

5.2 Terms of Agreement. Physician shall keep the terms of this Agreement and any related negotiations confidential and not disclose the same to any person or organization. If Physician becomes subject to compulsory process to disclose the terms of this Agreement or related negotiations, except as otherwise prohibited by law, Physician shall resist such disclosure and shall give MCHP immediate oral and written notice of such process. Physician's obligations under this Section 5.2 shall survive termination of this Agreement.

5.3 Proprietary Information. Physician shall keep confidential and shall not disclose any proprietary information of MCHP, including, but not limited to, marketing plans, customer lists, credentialing processes, utilization management processes and pricing information.

VI. MEMBER LIABILITY

Except as otherwise provided in Section 4.1 of this Agreement, Members shall not be liable for any charges for services that are Covered Services. This provision shall not prohibit collection of supplemental charges or Co-payments on the Payor's or Physician's behalf made in accordance with the terms of the applicable Health Benefits Plan. To the extent permissible under applicable law, Physician Charges for Non-Covered Services shall be the responsibility of the Member and Physician shall bill the Member directly for these charges. In no event shall a Payor be responsible for any amount of money owed by the Member to Physician (including but not limited to Co-payments and payments for Non-Covered Services) in the event that Physician is unable to collect such amount of money from the Member. In accordance with policies and procedures of MCHP and Payor, Physician has the right to discontinue his/her relationship with Member if efforts to collect money owed by Member are not successful. The discontinuation by Physician of his/her relationship with Member pursuant to the preceding sentence shall not be construed as a violation of Section 2.6.

As required by Section 1751.13(C), Physician hereby agrees that in no event including, but not limited to, non-payment by or insolvency of a HIC, or breach of this Agreement, shall Physician bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against a Member to whom health care services have been provided, or persons acting on behalf of the Member, for services provided pursuant to this Agreement. This provision shall not prohibit Physician from collecting Co-payments in accordance with the terms of any agreement between the Health Benefits Plan and its Members. Further, this provision shall not prohibit Physician from billing, charging or collecting compensation, remuneration or reimbursement from a Member for Non-Covered Services rendered by Physician, nor from any recourse against a Payor or its successor.

Physician further agrees that (i) the provisions of this Section 6 shall survive the termination of this Agreement with regard to services covered and provided under a Customer Agreement during the time the Customer Agreement was in effect regardless of the cause giving rise to the termination, including insolvency of a HIC, and shall be construed to be for the benefit of the Member, and that (ii) the provisions of this Section 6 supersede any oral or written agreement to the contrary now existing or hereafter entered into between Physician and Member or persons acting on the Member's behalf.

VII. MCHP NOT LIABLE FOR OBLIGATIONS OF OTHERS

Except as otherwise provided in Section 4.1, MCHP shall not be liable for the payment of any amount owed by a Payor to Physician in the event that Physician is unable to collect such amount of money from the Payor. In no event shall MCHP be responsible for any amount of

money owed by the Member to Physician (including but not limited to Co-payments and payments for Non-Covered Services) in the event that Physician is unable to collect such amount of money from the Member. In accordance with the policies and procedures of MCHP and Payor, Physician has the right to discontinue his/her relationship with the Member if efforts to collect money owed by Member are not successful. MCHP shall use its best efforts to assist Physician in resolving payment disputes between Physician and any Payor.

VIII. RIGHT TO USE PHYSICIAN NAME

Physician agrees to allow MCHP and each Payor to list his/her name, business address, business phone number(s), available services, and an indication of Physician's willingness to accept additional Members among their listing of Participating Providers, as defined by this Agreement or by a Customer Agreement, or other materials, including but not limited to advertising and solicitation materials. These listings may be circulated to, among others, Members and prospective Members of MCHP, and Participating Providers and prospective Participating Providers of MCHP. Physician agrees to provide updated information to MCHP regarding the above as may from time to time be necessary. Physician shall promptly notify MCHP of any change in Physician's status or operations which may make the publication of advertising or promotional material by MCHP erroneous or misleading.

IX. SOLICITATION OF MEMBERS

The business relationship between MCHP and its Members and the Payors with which it contracts shall be deemed the property of MCHP. During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Physician, on his/her own behalf and on behalf of his/her employees and agents, agrees that he/she and they will not advise or counsel any Member to disenroll from a Health Benefits Plan which uses MCHP's provider network (except to join another Health Benefits Plan which also uses MCHP's provider network) and will not solicit such Member to become enrolled with any competing Payor that has not entered into a Customer Agreement with MCHP. MCHP shall be entitled to injunctive relief and all other remedies available at law or in equity including loss of profits, loss of business, and indirect, special or consequential damages, including attorneys' fees, for any breach of this Article IX by Physician.

X. TERM AND TERMINATION

10.1 Term. The term of this Agreement shall commence as of the date first written above and will continue in effect for a period of twelve (12) months and shall be automatically renewed on each anniversary date thereafter for successive twelve (12) month periods, unless sooner terminated in accordance with the terms hereof.

10.2 Voluntary Termination. Either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other party. In the event of voluntary termination of this Agreement by either party, MCHP and Physician shall use their best efforts to

arrange for an orderly transition of patient care, consistent with standards of high quality medical care, for Members who have been or are at the time under the care of Physician, to the care of other Participating Physicians. Termination by either party, with or without cause, of all of Physician's contractual relationships with MCHP or expiration and non-renewal of Physician's contractual relationship with MCHP shall terminate this Agreement effective immediately. Nothing in this Section, however, precludes the parties from entering into a new agreement for Physician to provide Covered Services following termination of this Agreement.

10.3 Termination for Cause. Either party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. Such notice shall set forth the facts underlying the alleged breach. If such breach is cured within such notice period, then the Agreement shall continue in effect for its remaining term, subject to any other provision of this Agreement. Neither the waiver by either of the parties hereto of a breach of or default under any of the provisions of this Agreement nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement, or to exercise any right or privilege hereunder, shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of such rights or privileges hereunder. In addition, MCHP may terminate this Agreement immediately and without possibility of reinstatement upon cure if: (i) Physician has his/her license to practice medicine in any state revoked, suspended, or restricted; (ii) Physician has any license, certification, registration, permit or approval required for the lawful and reasonable conduct of his/her practice and the provision of Physician Services to Members, including but not limited to his/her DEA narcotics number, revoked, suspended, or restricted; (iii) Physician fails to maintain general and professional liability insurance as required under Section 2.9; (iv) Physician's medical staff membership is revoked by any hospital; or (v) MCHP determines that one or more Members' health is impaired by the continuation of this Agreement or MCHP determines that Physician has engaged in any acts of moral turpitude, which determinations shall be made by MCHP acting in good faith.

10.4 Insolvency. Physician or MCHP (as the case may be) may terminate this Agreement immediately upon the giving of notice to the other party (i) in the event of the filing of a petition for relief under federal bankruptcy law by or against the other party; or (ii) in the event of any liquidation, rehabilitation, conservation, or similar proceeding, or upon any other fiscal insolvency of Physician or MCHP (as the case may be). Physician may terminate its obligations under this Agreement with respect to a specific Payor immediately upon the giving of notice to MCHP and to such Payor or its agent (i) in the event of the filing of a petition for relief under federal bankruptcy law by or against the specific Payor; or (ii) in the event of any liquidation, rehabilitation, conservation, or similar proceeding, or upon any other fiscal insolvency of the specific Payor.

10.5 Unforeseen Events. In the event that either party's ability to perform his/her/its obligations under this Agreement is substantially interrupted by war, fire, insurrections, riots, the elements, earthquake, acts of God, or, without limiting the foregoing, any other similar cause beyond the control of either party, the party shall be relieved of his/her/its obligations only to

those affected portions of this Agreement for the duration of such interruption. In the event that such interruption of performance by one party is likely to continue for a substantial period of time, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice.

10.6 Post-Termination Obligations. Following any termination of this Agreement other than a termination by Physician under Section 10.3 or 10.4, Physician shall, with respect to each Customer Agreement that is in effect as of the date of termination, continue, at MCHP's election, to abide by the terms of this Agreement until the end of the then-current plan year of the applicable Health Benefits Plan.

10.7 Coverage for Members in Course of Treatment. In the event that a Member is in a course of treatment as of the date of termination of this Agreement, MCHP shall honor its obligations to arrange for payment for Covered Services until such course of treatment is completed or until MCHP makes reasonably and medically appropriate provisions for the assumption of such treatment by another Participating Provider, and Physician shall continue to honor the terms of this Agreement with respect to providing such Covered Services to such Members.

10.8 Member Notification. Upon the termination of this Agreement, Physician shall cooperate with MCHP in regards to Member notification of such termination. Physician shall seek payment from the Payors, and MCHP shall arrange for the Payors to pay Physician, in accordance with the terms and conditions of Physician's Customer Agreements, rather than seeking payment from the Member, for Covered Services rendered to Members.

10.9 Effect of Termination. Termination of this Agreement shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

10.10 Physician Rights Related to Termination. Any decision by MCHP to terminate this Agreement shall be made by the MCHP Board of Directors. For terminations made pursuant to Sections 10.3 - 10.5 of this Agreement, Physician agrees that he/she shall have such rights, due process or otherwise, to participate in MCHP's internal provider termination process as required by law or stipulated by the Board of Directors. Physician may appeal any decision by MCHP to terminate this Agreement under Sections 10.3 - 10.5, only to the extent and upon such terms as provided by law or which MCHP may in its discretion provide in its policies and procedures. The foregoing shall not in any manner affect the right of Physician to challenge any termination as a breach of the terms of this Agreement (e.g., with respect to MCHP's termination of this Agreement under Section 10.3, asserting that MCHP was wrong in asserting that Physician had breached a material provision of this Agreement). In addition, notwithstanding Sections 10.2 and 10.10, the terms of any Customer Agreement with a HIC will control if required by law.

XI. CUSTOMER AGREEMENT

In addition to his/her rights provided under this Agreement, Physician shall also be entitled to exercise any rights afforded to Participating Physicians under the applicable Customer Agreement.

XII. NETWORK COMPLETION

The MCHP Board shall establish specific geographic and service access criteria for the network. In meeting these criteria, MCHP may contract with any health care provider for the same to become a Participating Provider upon such terms and conditions as it deems appropriate, without the prior consultation or approval of Physician. MCHP will attempt to work with existing providers in filling deficits in the network.

XIII. REGULATORY COMPLIANCE

MCHP and Physician agree that each shall comply with all applicable requirements of municipal, county, state and federal authorities, all municipal and county ordinances and regulations, and all applicable state and federal statutes and regulations, now or hereafter in force and effect, governing MCHP, Physician, the provision of Physician Services, and/or Payors, including but not limited to applicable requirements under any state or federal fair employment practices, equal employment opportunity, or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, or national origin as illegal, and, Titles VI and VII of the Civil Rights Act of 1964; Section 202 of Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1973; Title IV of the Vietnam Era Veterans Readjustment Assistance Act of 1974; and Sections 1 and 3 of Executive Order 11625, or any applicable rule or regulation promulgated pursuant to any such laws or orders.

XIV. INDEPENDENT CONTRACTORS

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, the employee, the representative or the partner of, or a joint venturer with, the other. Physician agrees that he/she will not represent to any Member or to any third party that medical services are being rendered by or on behalf of MCHP.

XV. APPLICATION TO PHYSICIAN GROUP

If Physician is a professional corporation, limited liability company or group practice, the participating professional member or employee thereof shall be designated on the signature page hereof and each reference to Physician in this Agreement shall be read with application to that professional alone. In such case, Physician shall be liable for performance by such professional of the obligations of Physician hereunder. The individual executing this Agreement on behalf of

Physician represents that he/she has authority to so bind the corporation or group practice and the professional members and employees thereof.

XVI. NON-EXCLUSIVE ARRANGEMENT

Physician may participate in any other alternative delivery system and provide medical services independent of and apart from the Covered Services to be provided to Members pursuant to this Agreement, as long as such participation or practice does not preclude Physician from complying with the terms of this Agreement.

XVII. MISCELLANEOUS

17.1 Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by personal hand delivery, at the following addresses:

If to Physician:

If to MCHP:

17.2 Assignment. MCHP shall have the right to assign, subcontract, or transfer this Agreement or any of its obligations or rights under this Agreement, effective upon written notice to Physician. Physician shall not assign, subcontract, or transfer this Agreement, by operation of law, agreement or otherwise, or any of his/her obligations or rights under this Agreement without the prior written consent of MCHP.

17.3 Amendments. The parties agree that this Agreement shall be subject to (i) amendments in any applicable federal, state or local laws and regulations and (ii) new legislation and/or regulations. Any provision of law or regulation that invalidates or otherwise is inconsistent with the terms of this Agreement or that would cause one or both of the parties to be in violation of the law, shall be deemed to have superseded the terms of this Agreement, provided that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of such law or regulation. This Agreement may also be amended in a writing mutually agreed upon by the parties. In addition, for any amendment that is not a Material Amendment, MCHP may amend this Agreement from time to time upon fifteen (15) days prior written notice to Physician. For any Material Amendment, MCHP shall notify Physician at least ninety (90) days prior to the

effective date of such amendment. If within fifteen (15) days after receiving notice of the Material Amendment, Physician objects in writing to the Material Amendment and there is no resolution of the objection, either party may terminate this Agreement upon written notice of termination provided to the other party not later than sixty (60) days prior to the effective date of the Material Amendment. If Physician does not object to the Material Amendment in the manner described in this Section 17.3, the Material Amendment shall be effective as specified in the notice sent by MCHP. Except as provided above and in Section 3.1, all other amendments or modifications of this Agreement without the written consent of both parties shall be considered null and void.

17.4 Invalidity or Unenforceability. The invalidity or unenforceability of any terms or provisions of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

17.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of Ohio.

17.6 Entire Agreement. This Agreement and all attachments, schedules and exhibits hereto shall constitute the entire agreement between the parties regarding the subject matter hereof. Each party acknowledges that no representation, inducement, promise, or agreement has been made, orally or otherwise, by the other party or by anyone acting on behalf of the other party, unless such representation, inducement, promise, or agreement is embodied in this Agreement.

17.7 Intellectual Property. Physician acknowledges that MCHP owns and has the right to use certain intellectual property including symbols, trademarks, service marks, and trade names. Physician agrees not to use any such proprietary information without MCHP's prior written consent. Upon termination of this Agreement, Physician shall cease any and all usage of such proprietary information and trade secrets and shall immediately return any such information in Physician's possession to MCHP. The obligations in this Section 17.7 shall survive the termination of this Agreement.

17.8 Dispute Resolution. Unless otherwise set forth in a Customer Agreement or provided herein, if any dispute or controversy arises among the parties with respect to the terms or interpretations of this Agreement, or the rights of any party, or with respect to any transaction involved, but not including any dispute regarding any breach of this Agreement, the parties agree to first negotiate in good faith through mediation prior to either party pursuing other remedies. It is further agreed by the parties to adhere to the dispute resolution provisions, if applicable, under ERISA, collective bargaining agreements or Customer Agreements.

Disputes or controversies arising among the parties that only concern the enforcement of contract rights conferred by Section 3963.02, divisions (A) and (D) of Section 3963.03 and Section 3963.04 of the Ohio Revised Code or any successor statutes, shall be resolved by arbitration in Columbus, Ohio in accordance with the rules then in effect of the American Arbitration Association for healthcare disputes. The decision of arbitrators shall be binding on

all parties, and judgment upon the award rendered may be entered by any court having jurisdiction thereof. The arbitrator shall make the arbitrator's decision in an arbitration proceeding having due regard for any applicable rules, bulletins, rulings or decisions issued by the Ohio Department of Insurance or any court concerning the enforcement of such contract rights.

17.9 Survivorship. Sections 2.3, 2.4, 4.4, 5.1, 5.2, 6, 10.8, 10.9 and 17.7 of this Agreement shall survive the termination of this Agreement.

17.10 Third Party Beneficiaries. Except for Payors and the agents thereof, there are no third party beneficiaries of this Agreement.

17.11 Captions. The captions and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17.12 Rights or Benefits. Nothing in this Agreement shall require Physician to waive or forego any right or benefit expressly conferred by State or Federal law; provided however, this provision does not restrict MCHP from restricting Physician's scope of practice under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement as of the date first written above.

PHYSICIAN

MOUNT CARMEL HEALTH PARTNERS

Printed Name: _____

Practice Tax Id #: _____

By: _____

Its: _____

Printed Name: _____

EXHIBIT A

BUSINESS ASSOCIATE TERMS AND CONDITIONS

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
 - a. **Agreement** shall refer to the Physician Services Agreement between the Parties.
 - b. **Business Associate** shall mean MCHP.
 - c. **Covered Entity** shall mean Physician.
 - d. **HIPAA Privacy and Security Regulations** shall mean the regulations promulgated by the U.S. Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The regulations are contained in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164.
 - e. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" as defined by 45 CFR 160.103.
 - f. **Information** shall mean any "health information" provided and/or made available by Covered Entity to Business Associate, and has the same meaning as the term "health information" as defined by 45 CFR 160.103.
 - g. **Parties** shall mean Business Associate and Covered Entity.
 - h. **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
 - i. **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - j. **Terms and Conditions** shall refer to this Exhibit.
2. **Term.** These Terms and Conditions shall commence as of the Effective Date of the Agreement and shall expire when all of the Information provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity pursuant to Section 7.i of this Exhibit.
3. **Limits on Use and Disclosure Established by Terms of Agreement.** Business Associate agrees that it shall be prohibited from using or disclosing the information provided or made available by Covered Entity for any purpose other than as expressly permitted or required by these Terms and Conditions and the Agreement.
4. **Stated Purpose for Which Business Associate May Use or Disclose Information.** The Parties hereby agree that Business Associate shall be permitted to use or disclose Information provided or made available from Covered Entity to perform any function required under the Agreement between the Parties as more fully defined in the Agreement.
5. **Use of Information for Management, Administration and Legal Responsibilities.** Business Associate is permitted to use Information received from Covered Entity if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate.
6. **Disclosure of Information for Management, Administration and Legal Responsibilities.** Business Associate is permitted to disclose Information received from Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided:

- a. The disclosure is required by law; or
- b. The Business Associate obtains reasonable assurances from the person or entity to whom the Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the Information, and the person or entity in possession of the Information immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the Information has been breached.

7. **Business Associate Obligations:**

- a. **Limits on Use and Further Disclosure Established by Agreement and Law.** Business Associate agrees that the Information provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement, these Terms and Conditions or as required by law.
- b. **Appropriate Safeguards.** Business Associate will establish and maintain appropriate safeguards to prevent any access, use or disclosure of the Information, other than as provided for in these Terms and Conditions. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- c. **Reports of Improper Use or Disclosure.** Business Associate agrees that it shall immediately report to Covered Entity any access to, use or disclosure of Information not provided for or allowed by these Terms and Conditions of which it becomes aware.
- d. **Reporting Security Incidents.** Business Associate agrees to immediately report to Covered Entity any Security Incident of which it becomes aware.
- e. **Subcontractors and Agents.** Business Associate agrees that anytime Information is provided or made available to any subcontractor or agent, Business Associate must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use, disclosure and safeguarding of Information as contained in these Terms and Conditions.
- f. **Right of Access to Information.** To the extent applicable, Business Associate agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform to and meet all of the requirements of 45 CFR 164.524, including substitution of the words "Covered Entity" with Business Associate where appropriate.
- g. **Amendment and Incorporation of Amendments.** To the extent applicable, Business Associate agrees to make Information available for amendment by an Individual and to forward immediately to Covered Entity any request by an individual to make amendments to Information, and to incorporate any amendments to Information provided by Covered Entity to Business Associate, in accordance with 45 CFR 164.526, including substitution of the words "Covered Entity" with Business Associate where appropriate.
- h. **Provide Accounting.** Business Associate agrees to provide an accounting of all disclosures of Information in accordance with 45 CFR 164.528, including substitution of the words "Covered Entity" with Business Associate, where appropriate.
- i. **Access to Books and Records.** Business Associate agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received

by Business Associate on behalf of Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining Covered Entity's compliance with the HIPAA Privacy and Security Regulations.

- j. Return or Destruction of Information.** At the termination of the Agreement, Business Associate hereby agrees to return or destroy all Information received from, or created and received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain any copies of the Information after termination of the Agreement. If return or destruction of the Information is not feasible, Business Associate agrees to extend the protections of these Terms and Conditions for as long as necessary to protect the Information and to limit any further access, use or disclosure. If Business Associate elects to destroy the Information, it shall certify to Covered Entity in writing that the Information has been destroyed. Destruction of Information must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of Information is prevented after destruction, with the exact method of destruction dependent on the media in which the Information is contained.
 - k. Mitigation Procedures.** Business Associate agrees to have procedures in place for mitigating any harmful effect from the access, use or disclosure of Information in a manner contrary to or inconsistent with these Terms and Conditions or the HIPAA Privacy and Security Regulations.
- 8. Termination of Agreement.** Business Associate agrees that Covered Entity has the right to terminate the Agreement upon thirty (30) days prior written notice to Business Associate if Covered Entity determines that Business Associate has violated a material term of these Terms and Conditions. Such notice shall set forth the facts underlying the violation. If such violation is cured within such notice period, then the Agreement shall continue in effect for its remaining term, subject to any other provision of the Agreement.