Medicare Shared Savings Participation Agreement
Cleveland Clinic Medicare ACO, LLC

This Participation Agreement (herein referred to as "Agreement") is made and entered into as of _____ ("Effective Date"), by and between Cleveland Clinic Medicare ACO, LLC (herein referred to as "ACO") and _____(herein referred to as "Participating Provider"). The Participating Provider Information Sheet is attached hereto as Exhibit "A".

RECITALS

A. ACO was formed for the sole purpose of participating in the Medicare Shared Savings Program ("MSSP Program"), one of several accountable care organization programs developed by the Centers for Medicare and Medicaid Services ("CMS");

B. The MSSP was designed with the three part aim to achieve a better care experience, improve population health and lower overall costs. ACO has been accepted as a participant in this MSSP Program and has entered into an agreement with CMS for participation ("CMS Agreement"); and

C. ACO desires to contract with Participating Provider to provide such services to Medicare fee-for-service beneficiaries ("MSSP Beneficiaries") and Participating Providers desire to provide the same through the ACO.

NOW THEREFORE, for good and valuable consideration, the adequacy of which is acknowledged, the parties hereto agree to the following:

TERMS

1. Term and Termination. This Agreement shall commence on the date set forth above and shall continue in effect for not less than at least one (1) performance year and until [INSERT DATE], unless terminated for any reason by either party by the giving of no less than sixty (60) days prior written notice to the other party. Participating Provider acknowledges termination of this Agreement prior to the end of the term may result in Participating Provider forfeiting any payment or other benefit Participating Provider may have otherwise received through continued participation under this Agreement, including, but not limited to, distribution of shared savings and exemption from certain regulatory requirements.

2. Immediate Termination. This Agreement may be terminated immediately at any time by either party upon request of CMS. In addition, either party may terminate this Agreement immediately if the other party: (a) voluntarily files a petition in or for bankruptcy or reorganization; (b) makes a general assignment or another arrangement for the benefit of creditors; (c) is adjudged bankrupt; (d) is unable to pay its debts as they become due; (e) has a trustee, receiver or other custodian appointed on its behalf; or (f) has any other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, commenced against it. ACO may terminate this Agreement immediately, without notice, in the event that: (a) Participating Provider or its Provider's malpractice insurance coverage does not satisfy the requirements set forth in this Agreement or is terminated; (b) Participating Provider's contractual agreement with the Quality Alliance, a program of the Cleveland Clinic Health System Physician Organization, is terminated for any reason; or (c) ACO determines, in its sole discretion, that an MSSP Beneficiary's health or safety could be endangered by the continuation of this Agreement or (c) Participating Provider or its Provider is excluded from any federal programs or Participating Provider or its Provider appears on the Medicare and Medicaid Sanctions, National Practitioner Data Bank, or the Office of the

Inspector General reports.

3. Covered Services. Participating Provider agrees to provide medically necessary clinical services to MSSP Beneficiaries attributed to the ACO that are included within the benefits offered by CMS and further set forth in the MSSP Program and the CMS Agreement ("Covered Services"). All such services shall be provided in accordance with applicable laws, regulations and guidance and Participating Provider shall under no circumstances withhold care or continuing treatment. Further, such services shall be provided in accordance with Participating Provider's scope of practice and license, on a readily available and accessible basis, at his or her usual place of business, during Participating Provider's normal business hours, and/or at such other places as Participating Provider shall arrange for after-hours care. Such basis shall include, but shall not be limited to, telephone access and Emergency Services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, as these services are normally available to the general public. Participating Provider acknowledges and agrees that under the terms of the CMS MSSP Program, primary care providers are not eligible to participate in multiple CMS accountable care organizations concurrently. Participating Provider further understands and agrees that it shall be a provider contracted to participate in the Quality Alliance. Failure to participate in the same may result in termination in accordance with Section 2, herein.

4. Non-Discrimination. Participating Provider shall not differentiate or discriminate in its provision of Covered Services to MSSP Beneficiaries hereunder because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, disability, religion, source of payment or use of Covered Services. Participating Provider shall render Covered Services to MSSP Beneficiaries in the same manner, in accordance with the same standards, and within the same time availability as offered to his or her other patients.

5. Standard of Care. Participating Provider shall comply with all applicable federal and state laws, rules and regulations, licensing requirements and professional standards in providing Covered Services, and shall provide Covered Services in accordance with generally accepted medical practices and standards prevailing at the time of treatment, and in conformity with the standards established by ACO. Participating Provider shall maintain sufficient facilities, equipment, personnel, and administrative services to perform his or her duties and responsibilities under this Agreement.

6. Independent Medical Judgment/ MSSP Beneficiary Communication. Nothing in this Agreement, including Participating Provider's participation in the MSSP ACO, shall be construed to interfere with or in any way affect Participating Provider's obligation to exercise independent medical judgment in rendering health care services to MSSP Beneficiaries, nor shall this Agreement change or alter any clinical relationship which exists or may come to exist between Participating Provider and an MSSP Beneficiary regardless of its status as a Covered Service. Additionally, nothing in this Agreement is intended or shall be construed to inhibit or limit Participating Provider's freedom to communicate with patients who are MSSP Beneficiaries, including discussing a patient's health status, medical care or treatment options; recommending any procedure or course of treatment; the risks, benefits, and consequences of treatment or non-treatment. In addition, Participating Provider agrees that it shall not commit any act or omission, nor adopt any policy that inhibits MSSP Beneficiaries from exercising their basic freedom of choice to obtain health services from health care providers and entities who are not MSSP ACO providers and suppliers. In addition, Participating Provider shall not engage in cost-shifting or require referrals as prohibited under 42 CFR Section 423.304(c).

7. Participating Provider Licensure and Medical Staff Requirements. Participating Provider, as applicable, and its Providers shall maintain a valid, unrestricted license to practice medicine in the State of Ohio, a current DEA registration certificate and CMS enrollment. Participating Provider shall notify ACO immediately in the event Participating Provider's license or its Provider's license becomes suspended or restricted, or Participating Provider's or it's Provider's medical staff privileges at any hospital are limited

or suspended. Participating Provider shall notify ACO immediately in the event Participating Provider, its Providers or any of his/her office staff or employees appear on the Medicare and Medicaid Sanctions, National Practitioner Data Bank, or the Office of the Inspector General reports. Participating Provider acknowledges and understands that ACO cannot contract with any person or entity which is excluded from participating in any federal healthcare program; upon such occurrence Participating Provider may thereafter, upon notification by ACO, no longer render Covered Services to MSSP Beneficiaries. As applicable, Participating Provider shall participate and comply with ACO's Compliance Program.

8. Providers/Medical Staff. Participating Provider may have Providers and/or allied health professionals work out of his/her office ("Medical Staff") to provide Covered Services to MSSP Beneficiaries. Participating Provider agrees to provide names of Providers and Medical Staff to ACO upon ACO's written request. Participating Provider's Medical Staff must comply with the same licensure requirements as Participating Provider prior to providing Covered Services to MSSP Beneficiaries. Participating Provider agrees not to employ or contract with individuals excluded from participation in Medicare under Section 1128 or 1128A of the Social Security Act. Participating Provider agrees that any Medical Staff or other physicians or providers subcontracted by Participating Provider to render the services contemplated under this Agreement shall comply with the terms of this Agreement. Participating Provider shall ensure that all Providers, not employed by Participating Provider, execute an agreement setting forth Provider's agreement to comply with the terms of this Agreement, the MSSP Program pursuant to 42 C.F.R. Part 425, and the CMS Agreement.

9. Participating Provider Compensation and Claims Submissions. Participating Provider agrees to accept compensation directly from CMS for providing Covered Services to MSSP Beneficiaries in accordance with the terms of the MSSP Program, as currently structured, but which may change at a later date. Participating Provider agrees to comply with CMS guidelines for billing and payment. Participating Provider must remain in good standing as a CMS qualified provider to participate in ACO's MSSP Program.

10. Quality Incentive Program. In addition to compensation from CMS, Participating Provider and its Providers, shall also be eligible to participate in a shared savings pool created and distributed by ACO, which shall be distributed based on Participating Provider satisfying certain quality and administrative targets, which shall contemplate evidence-based clinical guidelines, for these MSSP Beneficiaries, which shall be set annually by ACO.

11. Clinical Integration/Medical Management. As a requirement of participation in ACO's MSSP Program, Participating Provider agrees to work as part of a team to be accountable for the quality, cost and overall care of the MSSP Beneficiaries attributed to ACO's MSSP Program. Accordingly, Participating Provider agrees to participate in, implement and comply with ACO's clinical integration and medical management programs, and any policies and procedures, provider manuals thereto, as may be amended from time to time, designed to coordinate and improve quality of care, as well as gain efficiencies with respect to ACO's MSSP Beneficiaries. Participating Provider also agrees to participate and cooperate in any such program if it is determined that participation in these programs is necessary to satisfy any requirements with respect to compliance with state and federal anti-trust laws and the MSSP Program, which may include, but not be limited to, meaningful use of a certified electronic health records system. If requested, Participating Provider shall cooperate with ACO or CMS's independent evaluator for the MSSP model by providing information and data needed to assess the impact of the MSSP model. Participating Provider understands and agrees that failure to comply with the terms of this Section 11, may subject Provider to termination in accordance with Section 1. To support achievement of the three-aim objectives of the MSSP Program for better health, better care and lower cost for the MSSP Beneficiaries, Participating Provider further agrees as follows:

(a) Participating Provider shall provide access to and share certain medical and health care related data and information with ACO that is (i) contained in Participating

Provider or its Provider's medical records, billing or claims records, practice management records or other systems or records, electronic or otherwise, and (ii) reasonably related to the MSSP Beneficiaries, including data and information to assess the performance of Participating Provider under the quality and service metrics of the MSSP Program (the "Care Coordination Data"). Participating Provider and ACO shall share Care Coordination Data in a manner consistent with the quality and efficiency objectives of the MSSP Program and with applicable federal, state and local laws, rules and regulations, including compliance with those MSSP Beneficiaries that have elected to opt out of data sharing. Under no circumstances shall non-aggregated physician data, submitted in accordance with this Section, be routinely provided to the Cleveland Clinic Foundation or any third party beyond CMS or its designee, without the express written authorization of Participating Provider. Notwithstanding the above, the parties understand and agree that such data may be provided to certain Cleveland Clinic Foundation employees who are officers or committee chairs of the ACO, and in accordance with Exhibits B and C, attached hereto, provided doing so is in furtherance of the express objectives of the ACO and the MSSP program.

(b) Participating Provider shall authorize licensed hospitals, health care facilities, and outpatient or freestanding facilities, laboratories, centers or agencies that are providers of care (the "Facility and Ancillary Providers"), to provide access to and share certain medical and health care related data and information regarding MSSP Beneficiaries with ACO that are contained in the Facility and Ancillary Providers medical records, billings, claims and patient accounting records, and any other records or systems; provided that such data and information is (i) reasonably determined as Care Coordination Data for the MSSP Beneficiaries, and (ii) consistent with the quality and efficiency objectives of the MSSP Program and with applicable federal, state and local laws, rules and regulations, including compliance with those MSSP Beneficiaries that have elected to opt out of data sharing.

12. Participating Provider Agrees to Seek Payment Only From CMS. Participating Provider warrants that Participating Provider shall seek and accept payment only from CMS as payment in full for Covered Services. Under no circumstance shall Participating Provider seek payment from any MSSP Beneficiary, except for the collection of applicable deductible and/or copayment amounts, and amounts for non-Covered Services, provided the MSSP Beneficiary was informed in advance of the cost and elected to have non-Covered Services rendered. Participating Provider agrees not to hold MSSP Beneficiaries financially responsible for liabilities that are the legal obligation of CMS related to Covered Services rendered by Participating Provider, and not to take any recourse against an MSSP Beneficiary, or a person acting on behalf of an MSSP Beneficiary, for payment of Covered Services which is the obligation of CMS. Should ACO receive notice of any prohibited charge, ACO shall take appropriate action against Participating Provider and Participating Provider shall cooperate with such action. Participating Provider further agrees that the provisions of this Section 12 shall survive the termination of this Agreement regardless of the cause for such termination and shall be construed to be for the benefit of the MSSP Beneficiary.

13. Compliance with MSSP, 42 C.F.R. Part 425. Participating Provider agrees, and shall ensure that each ACO provider and supplier billing through the tax identification number of the Participating Provider agrees, to participate in the MSSP and to comply with the requirements of the MSSP and all other applicable laws and regulations (including, but not limited to, those specified at 45 C.F.R. § 425.208(b)). Participating Provider will comply with the requirements and conditions of the Medicare Shared Savings Program (42 C.F.R. Part 425), including, but not limited to, those specified in the CMS Agreement. Participating Provider will require its Providers to also comply with the requirements and conditions of the

Medicare Shared Savings Program (42 C.F.R. Part 425), including, but not limited to, those specified in the CMS Agreement, the quality reporting requirements set forth in Subpart F of 42 CFR Part 425, and the beneficiary notification requirements set forth in 42 CFR 425.312. Failure to comply with these requirements shall result in remedial action against Participating Provider and its providers and suppliers, including without limitation Participating Provider's or its providers and suppliers' immediate termination from participation in ACO's MSSP program, including immediate termination of this Agreement, at the sole discretion of ACO or CMS, and Participating Provider agrees to take remedial action against its providers and suppliers, including imposition of a corrective action plan, and denial of incentive payments. Participating Provider acknowledges that participation in the MSSP may affect the ability of Participating Provider and its physicians and other providers and suppliers to participate in other Medicare demonstration projects or programs that involve shared savings. Participating Provider shall update its enrollment information, including the addition and deletion of Participating Provider's providers and suppliers billing through the TIN of Participating Provider, on a timely basis in accordance with Medicare program requirements and to notify the ACO of any such changes within 30 days after the change. In connection with any termination, expiration or cancellation of this Agreement, the parties shall comply with and complete any required close-out process, including but not limited, to requirements that Participating Provider furnish all data necessary to complete the annual assessment of the ACO's quality of care and addresses other relevant matters.

14. Licensure, Insurance, Arbitration. Participating Provider, as applicable, and its Providers, shall maintain at all times, at Participating Provider's sole cost and expense, a policy or policies of professional malpractice liability insurance, in the minimum amounts of One Million Dollars ($1,000,000.00) per claim and Three Million Dollars ($3,000,000.00) annual aggregate, and a policy or policies of general liability insurance in coverage amounts normally maintained by similar providers in the industry, both coverages to be maintained with a licensed insurance company admitted to conduct business in the State of Ohio. The parties hereby agree that any dispute arising out of this Agreement shall be subject to binding arbitration as further described in Section 20 hereto.

15. HIPAA/Confidentiality/Compliance. Participating Provider agrees to comply with Ohio State and federal laws, including but not limited to; federal criminal law, the False Claims Act (31 U.S.C 3729 *et. seq*., the anti-kickback statute (42 U.S.C.1320a-7b(b), the civil monetary penalties law (42 U.S.C.1320a-7a), the physician self–referral law (42 U.S.C.1395nn) and those laws as they pertain to use and disclosure of patient confidentiality and record retention. Additionally, the parties shall maintain the confidentiality and security of all confidential information regarding MSSP Beneficiaries in accordance with any applicable laws and regulations including but not limited to the privacy and security regulations promulgated pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Participating Provider shall also comply with the terms and conditions of the CMS Agreement, as applicable to him or her, and shall assist ACO in performing its obligations thereunder.

16. Confidential and Proprietary Information. Participating Provider acknowledges that the terms of this Agreement itself and any trade secrets and other confidential and proprietary materials and information received by Participating Provider are confidential ("Confidential Information"). Accordingly, in order to protect the Confidential Information during the term of this Agreement and after termination of this Agreement, Participating Provider shall not disclose or otherwise use any of such Confidential Information except as is necessary in Participating Provider's performance under this Agreement.

17. Records, Access, Audit. Participating Provider agrees and shall require its Providers and Medical Staff to maintain an adequate system for the preparation, collection, processing, maintenance, storage, retrieval, distribution and sharing of MSSP Beneficiary medical records, in accordance with all applicable laws, rules, regulations and requirements. Provider agrees to maintain and give ACO, CMS, U.S. Department of Health and Human Services ("DHHS"), and the Comptroller and their designee's access

to all books, contracts, records, documents and other evidence, for a period of 10 years from the final date of the CMS Agreement or from the date of completion of any audit, evaluation, inspection, or investigation, whichever is later unless CMS requires otherwise.

Participating Provider agrees that ACO, CMS, DHHS, and the Comptroller General or their designees have the right to interview Participating Provider, audit, inspect, investigate, and evaluate any books, contracts, records, documents and other evidence of ACO's MSSP or Participating Provider that relate to the following: ACO compliance with its CMS Agreement, Participating Provider's compliance with this Agreement, the quality of services performed and determination of amount due to or from CMS under the CMS Agreement, the ability of the MSSP to bear the risk of potential losses and to repay any claims to CMS. Nothing in this Agreement restricts or limits the OIG's authority to audit, evaluate, investigate or inspect Participating Provider related to the services rendered pursuant to this Agreement.

18. Publication Approval. During the term of the CMS Agreement and for six (6) months following termination of the CMS Agreement, Participating Provider shall obtain prior approval from ACO and CMS, prior to the publication or release of any press release, external report or statistical analytical material, including but not limited to papers, articles professional publications, speeches and testimony, that reference its participation in the MSSP Program or MSSP's financial arrangement with CMS.

19. Notice. Any notice required or desired to be given pursuant to or in connection with this Agreement shall be given in writing, addressed to the noticed party at the address on the signature page. Notices shall be personally delivered, delivered by messenger or overnight delivery service, or sent by United States mail, certified, return receipt requested, postage prepaid to the applicable address listed on the place of signature below as may be amended. Notices given by personal delivery, messenger or overnight delivery service shall be deemed given upon actual delivery at the address provided herein. Notices given by mail shall be deemed given on the date of delivery indicated on the return receipt. Each party may change its address for purposes of receiving notice hereunder, by giving notice of such change to the other party in the manner provided for herein.

20. Arbitration. If any dispute or controversy shall arise between the parties hereto with respect to the making, construction, application, term(s), condition(s), interpretation or implementation of this Agreement, or the right(s) of either party hereunder, the parties agree to submit the matter to binding arbitration in accordance with the rules of the American Health Lawyers Association. The parties expressly covenant and agree to be bound by the decision of the arbitrator(s) and to accept any such decision as final determination of the matter in dispute.

21. Invalid Provision. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision hereof.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

23. Waiver. The waiver of any provision of this Agreement shall only be effective if set forth in a writing signed by the waiving party. Any such or other waiver shall not operate as, or be deemed to be, a continuing waiver of the same or of any other provision of this Agreement.

24. Assignment. Participating Provider may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its obligations hereunder, without the prior written consent of ACO. ACO may assign this Agreement to an affiliate without the consent of Participating Provider.

25. Amendments. This Agreement may only be amended or modified by a writing executed by the parties or, by ACO, if ACO delivers written notice of said amendment to Participating Provider in accordance with Section 19, and no written response is received from Participating Provider within forty-

five (45) days of receipt of the amendment. If no written response is received within that time, it shall be deemed that the Participating Provider has accepted and approved the amendment. The above notwithstanding, this Agreement shall be deemed automatically amended or modified to incorporate all provisions required by all laws, rules and regulations applicable to this Agreement, and/or any regulatory agency having any jurisdiction over the provisions hereof, including, without limitation, those provisions required by CMS.

26. Counterpart Execution. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which when taken together shall constitute but one and the same instrument.

27. Independent Contractors. No provision of this Agreement is intended to create, nor shall any provision hereof be deemed or construed to create, any relationship between Participating Provider and ACO other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither Participating Provider nor ACO, nor any of their respective contractors, employees, agents or representatives, shall be construed to be the contractors, employees, agents or representatives of the other.

28. No Volume Guarantee. ACO does not represent, warrant, or guarantee any minimum volume of MSSP Beneficiaries to Participating Provider under this Agreement.

29. Warrant of Authority. Participating Provider further represents and warrants to ACO that (a) it is lawfully empowered to enter into and perform its duties and obligations under this Agreement and (b) neither the entering into nor the performance of Participating Provider's duties and obligations under this Agreement will (with or without the passage of time) constitute a default under the terms of any of Participating Provider's organizational agreements or any other agreement to which Participating Provider is a party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties represent that they have authority to contract on behalf of their respective entities and have executed this Agreement on the date or dates set forth below, effective as of the Effective Date.

Cleveland Clinic Medicare ACO, LLC	**Participating Provider**
By:	**By:**
Signature	**Signature**
Print Name	**Print Name**
Title	**Title**
Date	**Date**

Notice Address: **Cleveland Clinic Medicare ACO, LLC**	**Notice Address:** **Participating Provider**
Attn:	Attn:
6000 West Creek Road Independence, OH 44131	

CC:
The Cleveland Clinic Foundation
Office of the Chief Legal Officer
9500 Euclid Avenue
Cleveland, OH 44195

EXHIBIT “A”

PARTICIPATING PROVIDER INFORMATION SHEET

«PROVNAME»: «Specialty»

(Effective: «EffMonth» 1, «EffYear»)

PHYSICAL ADDRESS
«PROVNAME»
«OfcAddress»
«OfcCity», «OfcState» «OfcZip»
Phone: «OfcPhone»
Fax: «OfcFax»
E-Mail:

TAX ID #
«FedTaxID»

REMITTANCE ADDRESS
«PROVNAME»
«RemitAddress»
«RemitCity», «RemitState» «RemitZip»
Phone: «RemitPhone»
Fax: «RemitFax»

Participating Provider shall provide advance written notice to ACO of any changes to the information in this Exhibit “A”.

Exhibit B – Use and Disclosure of CC Medicare ACO Data

Cleveland Clinic Medicare ACO, LLC Shared Savings Program participating Physicians will be expected to share their data on program measures with CMS, CMS designated third parties, and the entities below:

Steward	Measure Name	Data Collection Entit
ACO #01	Getting Timely Care, Appointments, and Information	Press Ganey
ACO #02	How Well Your Doctors Communicate	Press Ganey
ACO #03	Patients' Rating of Doctor	Press Ganey
ACO #04	Access to Specialists	Press Ganey
ACO #05	Health Promotion and Education	Press Ganey
ACO #06	Shared Decision Making	Press Ganey
ACO #07	Health Status/Functional Status	Press Ganey
ACO #08	Risk Standardized, All Condition Readmissions (COUNT ONLY)	Explorys
ACO #09	ASC Admission: COPD or Asthma in Older Adults (COUNT ONLY)	Explorys
ACO #10	ASC Admission: Heart Failure (COUNT ONLY)	Explorys
ACO #11	Percent of PCPs who Successfully Meet Meaningful Use Requirements	Cleveland Clinic
ACO #13	Falls: Screening for Fall Risk	Explorys
ACO #14	Influenza Immunization	Explorys
ACO #15	Pneumococcal Vaccination	Explorys
ACO #16	Adult Weight Screening and Follow-Up	Explorys
ACO #17	Tobacco Use Assessment and Cessation Intervention	Explorys
ACO #18	Depression Screening	Explorys
ACO #19	Colorectal Cancer Screening	Explorys
ACO #20	Mammography Screening	Explorys
ACO #21	Proportion of Adults who had blood pressure screened in past 2 years	Explorys
ACO #27	Percent of beneficiaries with diabetes whose HbA1c in poor control (>9 percent) Hemoglobin A1c Control (<8)	Explorys
ACO #28	Percent of beneficiaries with hypertension whose BP < 140/90	Explorys
ACO #30	Percent of beneficiaries with IVD who use Aspirin or other antithrombic	Explorys
ACO #31	Beta-Blocker Therapy for LVSD	Explorys
ACO #33	ACE Inhibitor or ARB Therapy for Patients with CAD and Diabetes and/or LVSD	Explorys
ACO #34	Stewardship of Patient Resources	Press Ganey
ACO #35	Skilled Nursing Facility 30-Day All-Cause Readmission Measure (SNFRM)	Cleveland Clinic
ACO #36	All-Cause Unplanned Admissions for Patients with Diabetes	Cleveland Clinic
ACO #37	All-Cause Unplanned Admissions for Patients with Heart Failure	Cleveland Clinic
ACO #38	All-Cause Unplanned Admissions for Patients with Multiple Chronic Conditions	Cleveland Clinic
ACO #39	Documentation of Current Medications in the Medical Record	Explorys
ACO #40	Depression Remission at Twelve Months	Explorys
ACO #41	Diabetes – Eyes Exam	Explorys

Distribution and sharing of the data with the Cleveland Clinic will be limited to the following personnel:

- CCMACO Board of Managers
- CCMACO Quality Committee
- CCMACO Compliance Officer
- CCMACO President / Chief Medical Officer
- Cleveland Clinic personnel who are designated in the CMS Health Performance Management System as a CC-MACO (CMS ID - A2729) for the purposes of data analysis and CMS reporting.
- Vendors who have executed data use agreements with CMS to provide services to CC-MACO (CMS ID -A2729) for the purposes of data collection and aggregation.

Exhibit C

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract ("Contract"), effective_____("Effective Date"), is entered into by and between_____ (the "Covered Entity") and Cleveland Clinic Medicare ACO, LLC (Business Associate") (each a "Party" and collectively the "Parties").

The Parties are obligated to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the American Recovery and Reinvestment Act of 2009 and associated Health Information Technology for Economic and Clinical Health Act ("HITECH"); and the Final Omnibus Rule of 2013, collectively referred to herein as ("HIPAA Regulations"). Statutory and regulatory references herein are to the aforementioned laws as currently in effect or as subsequently updated, amended, or revised upon the date of such update, amendment or revision. For the purposes of this Contract, all terms shall have the meaning set forth under the HIPAA Regulations, except as expressly provided herein.

The Covered Entity has entered into, and may in the future enter into, agreements ("Agreements") with the Business Associate pursuant to which the Business Associate uses and/or discloses the Covered Entity's patient-identifiable information defined as Protected Health Information at 45 C.F.R. § 164.501 ("PHI", which for the terms of this Contract collectively include "ePHI"). For example, the Business Associate currently uses and/or discloses Covered Entity's PHI in order to provide_____.

This Contract supplements, modifies and amends any and all Agreements, whether written or otherwise. The provisions of this Contract supersede any conflicting or inconsistent terms of any Agreement, including any exhibits and attachments thereto.

This Contract sets forth the terms and conditions pursuant to which PHI that is provided, created, or received by the Business Associate from or on behalf of the Covered Entity will be handled between the Business Associate and the Covered Entity and with third parties. The Parties agree as follows:

1. ***Permitted Uses and Disclosures.*** The Business Associate may use and disclose PHI necessary to perform its obligations to the Covered Entity except as otherwise specified or restricted herein. The Business Associate may also (a) use PHI if necessary for its proper management and administration and to carry out its legal responsibilities and (b) disclose PHI to third parties for the same purposes so long as (i) the disclosure is required by law or (ii) the Business Associate obtains reasonable assurances from said third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed and that the third party will notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached. All other uses and disclosures not authorized by this Contract are prohibited.

2. ***Obligations of the Business Associate.*** The Business Associate will:
   - (a) not use or further disclose PHI other than as permitted or required herein, in any written Agreement, or as required by law.
   - (b) use appropriate safeguards to prevent uses or disclosures of PHI other than as provided for herein or by any written Agreement.
   - (c) report to the Covered Entity any use or disclosure of PHI not provided for herein or by any written Agreement of which it becomes aware.
   - (d) ensure that any agents, including a subcontractor, to whom the Business Associate provides PHI on behalf of the Covered Entity agree to the same restrictions and conditions that apply to the Business Associate with respect to the PHI
   - (e) within 45 days of receiving a written request from the Covered Entity for a copy of PHI, make the requested PHI available to the Covered Entity to enable the Covered Entity to respond to an individual who seeks to inspect or copy PHI.

(f) within 45 days of receiving a written request from the Covered Entity to make PHI available or to amend PHI, make the requested PHI available to the Covered Entity for amendment and incorporate any amendments to PHI directed by the Covered Entity.

(g) within 45 days of receiving a written request from the Covered Entity for an accounting of disclosures of PHI about an individual, provide to the Covered Entity a listing of the persons or entities to which the Business Associate has disclosed PHI about the individual within the prior 6 years (excluding disclosures for reasons of treatment, payment, and health care operations as defined in the Privacy Rule and excluding disclosures made prior to April 14, 2003) along with the dates of, reasons for, and brief descriptions of the disclosures to enable the Covered Entity to respond to an individual seeking an accounting of the disclosures of the individual's PHI.

(h) make its internal practices, books, and records relating to the use and disclosure of PHI received from, created by, or received by the Business Associate on behalf of the Covered Entity available to the U.S. Department of Health and Human Services so that it may evaluate the Covered Entity's compliance with the Privacy Rule.

(i) at the termination of any Agreement, or of the uses and/or disclosures of the PHI by the Business Associate, if feasible, return or destroy all PHI received from, created by, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form in connection with this Contract and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

3. ***Obligations of the Business Associate with respect to Electronic PHI.*** Pursuant to 45 C.F.R. § 164.314(a)(2)(i), Business Associate will:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

(b) ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it.

(c) report to the Covered Entity any security incident of which it becomes aware, as that term is defined under 45 C.F.R. § 164.304.

4. ***Effective Date, Survival, and Termination.*** This Contract shall become effective on the Effective Date and shall survive the termination or expiration of any Agreement and/or the uses and/or disclosures of the PHI by the Business Associate. Notwithstanding the foregoing and notwithstanding any other provision of any Agreement, the Covered Entity may immediately terminate this Contract and/or any related Agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Contract.

5. ***Notices and Reporting.*** Any notices or reporting to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to the Covered Entity, to:

_____
_____
Attn:_____
Fax: _____

If to the Business Associate, to:

Cleveland Clinic Medicare ACO, LLC
9500 Euclid Avenue, Cleveland, OH 44195 Attn: Privacy Official (CC30)
Fax: 216-445-8144

With a copy to:

_____

_____

Attn:_____

Fax: _____

With a copy to:

The Cleveland Clinic Foundation
3050 Science Park Drive, Beachwood, OH 44122, Attn: Law Department (AC321)
Fax: 216-448-0201

6. ***Compliance Related Changes.*** The parties recognize that the rules, laws and regulations may change or may be clarified, such laws, include without limitation, HITECH and HIPAA, and that terms of this Contract may need to be revised, on advice of counsel, in order to remain in compliance with such changes or clarifications, and the parties agree to negotiate in good faith revisions to the term or terms that cause the potential or actual violation or noncompliance. In the event the parties are unable to agree to new or modified terms as required to bring the entire Contract into compliance, either party may terminate this Contract on thirty (30) days written notice to the other party, or earlier if necessary to prevent noncompliance with a deadline or effective date or to protect any PHI at issue, as well as ensure compliance with all obligations under any of these procedures, rules, regulations or laws.

7. ***Covered Entity Obligations.*** Covered Entity shall use, disclose, and request only the minimum PHI necessary accomplish the intended purpose of the use, disclosure, or request.

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Contract to be duly executed in its name and on its behalf.

COVERED ENTITY *CLEVELAND CLINIC MEDICARE ACO, LLC*

By:_____ By: _____
Print Name:_____ Print Name: _____
Print Title:_____ Print Title: _____
Date:_____ Date: _____