

PARTICIPATION AGREEMENT

This Participation Agreement (this “**Agreement**”) is made as of the _____ day of _____, 20____(the “**Effective Date**”) by and between Privia Quality Network Gulf Coast II, LLC, a Delaware limited liability company (the “**ACO**”), and the physician practice entity defined below (“**Practice**”) who bills for items and services furnished to Medicare fee-for-service beneficiaries under the Medicare billing number assigned to the tax-identification number (“**TIN**”) of the Practice as identified on **Exhibit A** of this Agreement as well as each National Provider Identifier (“**NPI**”) for each clinician billing under Practice’s TIN (collectively, the “**Clinicians**”). The ACO and the Practice (together with the Clinicians on whose behalf the Practice executes this Agreement) are each referred to herein individually as a “**Party**” and, collectively, as the “**Parties**”.

The Parties hereto, being the only parties to this Agreement, represent and warrant that the person signing on behalf of each Party is authorized to sign this Agreement on behalf of that Party and each Party is hereby bound by the terms and conditions of this Agreement.

As of the Effective Date, Practice hereby specifically acknowledges and agrees that Practice and each of its Clinicians shall be bound by the terms of ACO’s agreement to participate in the Medicare Shared Savings Program (“**MSSP Contract**”) and, to the extent that Practice’s TIN is used to bill Medicare for primary care services as defined in the Medicare Shared Savings Program regulations at 42 C.F.R. § 425.20, Practice and each Clinician shall not participate in any other MSSP accountable care organization.

Practice shall separately execute the attached **Exhibit B** acknowledging its obligations to comply with the MSSP Contract’s obligations on its behalf and on behalf of each Clinician, as an ACO Participant as defined in the Medicare Shared Savings Program regulations at 42 C.F.R. § 425.20.

Practice shall separately execute the attached **Exhibit C** acknowledging that ACO shall be a business associate of the Practice for purposes of fulfilling the requirements of the MSSP Contract.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first set forth above.

Signature: _____

Signer’s Printed Name: _____

Practice Legal Business Name:

EIN/TIN of Practice: _____

Acknowledged:
Privia Quality Network Gulf Coast II, LLC

Signature

Exhibit A

Practice and Clinicians

Practice Legal Name: _____

EIN/TIN: _____

NPI: _____

PTAN/UPIN: _____

Clinicians:

_____ NPI: _____

_____ NPI: _____

_____ NPI: _____

_____ NPI: _____

_____ NPI: _____

_____ NPI: _____

_____ NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

NPI: _____

Exhibit B

MSSP REQUIREMENTS

1. **Commitment.** Practice on behalf of itself and each Clinician hereby agrees to participate in the ACO of Privia Quality Network Gulf Coast II, PLLC for purposes of participating in the MSSP Contract. Practice further agrees to comply with all applicable requirements and conditions of the Medicare Shared Savings Program (42 C.F.R Part 425), including, but not limited to, those specified in the participation agreement with CMS, and the Federal Guidance, as amended from time to time, including without limitation, the requirements of 42 C.F.R. Part 425, all terms of the MSSP Contract and the Agreement. Privia Quality Network Gulf Coast II, PLLC (“PQN”) shall provide Practice with a copy of the MSSP Contract. As used herein, “**Federal Guidance**” shall include, but not be limited to, means regulations, guidance documents or other pronouncements related to the MSSP as issued by CMS to the extent that such is binding on participants in the MSSP, including without limitation, 42 C.F.R. Part 425, Federal criminal law, the civil False Claims Act, 31 U.S.C. § 3729 et seq., the Anti-Kickback Statute, 42 § 1320a-7b, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, and the Federal physician self-referral prohibition, 42 U.S.C. § 1395nn.
2. **Reporting.** Practice has reported to PQN its own tax identification number, PTAN and a list of all NPIs associated with the Practice. Practice shall update such list within thirty (30) days of the addition of any Clinician to the Practice, upon the departure of any physician or other non-physician clinical personnel to the Practice, and at such other times as requested by PQN.
3. **3 Year Agreement.** Practice hereby commits to a three (3) year agreement to participate in MSSP Contract commencing on the first date that Clinicians are eligible to be used as a basis of beneficiary attributed to PQN's ACO and, as part of such agreement, Practice agrees to become accountable for and report to ACO and CMS on, as appropriate, the quality, cost and overall care of the Medicare fee-for-service beneficiaries attributed to ACO through Clinicians' services. This Agreement may be terminated for cause, including, without limitation, the failure to take remedial action against a Clinician, failure to comply with a CMS Condition of Participation (COP), failure to comply with requirements of the MSSP Contract or Federal Guidance.
4. **Compliance with Law.** Practice, on its own behalf and on behalf of each Clinician, agrees to comply with the applicable Federal Guidance and PQN's Compliance Program.
5. **Data.** Practice and each Clinician shall cooperate with ACO in its efforts to report to CMS all data regarding quality and continuous improvement goals, patient encounter data, financial information and other information related to the MSSP Contract, as may be requested by ACO, including without limitation the quality reporting requirements set forth in subpart F of 42 C.F.R. Part 425 (42. C.F.R. §§ 425.500-506). Such data shall be submitted in the form and manner specified by ACO. Practice represents to ACO and CMS, and, upon ACO's request, Practice shall certify in writing, that any data regarding participation in MSSP Contract is accurate, complete and truthful, based on Practice's best knowledge, information and belief, as applicable. In the event that Practice becomes aware that data previously submitted is not accurate, complete or truthful,

Practice, as the case may be, shall timely inform ACO of such and provide corrected data along with an explanation of why such previously submitted data was inaccurate, incomplete or untruthful. If any of this data turns out to be inaccurate, incomplete or untruthful, or Practice fails to correct such data in a timely manner after becoming aware of such inaccuracy, incompleteness or untruthfulness, ACO may withhold or deny payment to any Practice, or, at its option, terminate the Agreement. ACO, and CMS shall have access to any data submitted by Practice for purposes of audit, evaluation, investigation and inspection as provided more fully in Section 7 of this Addendum. Upon termination of this Exhibit or the Agreement for any reason, Practice agrees to furnish all data necessary to complete the annual assessment of PQN's quality of care and address other relevant matters.

6. Corrective Action Plan. Practice shall comply with the terms of any corrective action plan ("**CAP**") submitted to CMS by PQN.
7. Records.
 - a. The Department of Health and Human Services ("**DHHS**"), the Comptroller General, the Office of Inspector General of the DPHS ("**OIG**"), and PQN, as applicable, shall have the right to audit, evaluate and inspect any books, contracts, records, documents and other evidence, including without limitation, medical records and other patient care documentation, belonging to Practice or any Clinician that pertain to: (i) ACO's compliance with the requirements of MSSP; (ii) the quality of services performed and determination of amount due from CMS under the MSSP Contract; and/or (iii) the ability of the ACO to bear the risk of potential losses and to repay any losses to CMS.
 - b. Practice shall maintain and give DHHS, the Comptroller General, the OIG, and ACO, as applicable, and their designees, access to all books, contracts, records, documents, and other evidence (including data related to Medicare utilization and costs, quality performance measures, shared savings distributions, and other financial arrangements related to ACO activities) sufficient to enable the audit, evaluation, and inspection of the ACO's compliance with program requirements, quality of services performed, right to any shared savings payment, or obligation to repay losses, ability to bear the risk of potential losses, and ability to repay any losses to CMS.
 - c. Practice shall maintain such books, contracts, records, documents, and other evidence for a period of 10 years from the final date of the agreement period for the applicable MSSP Contract or from the date of completion of any audit, evaluation, or inspection, whichever is later, unless ACO notifies Practice, as applicable, that CMS is requiring that a particular record or group of records must be maintained beyond the normal disposition date or there has been a termination of a MSSP Contract, dispute, or allegation of fraud or similar fault by ACO or any participant in or contractor of ACO, in which case, such records must be maintained for an additional 6 years from the date of any resulting final resolution of the termination, dispute, or allegation of fraud or similar fault.
8. Eligibility to Participate in MSSP Contract. Practice hereby represents and warrants that:
 - (a) Practice has not participated in the MSSP under the same or different name, as a

participant or an ACO, except to the extent that such has been disclosed, in writing, to ACO; and (b) Practice has and will not participate in the independence at home medical practice pilot program under 42 U.S.C. § 1395cc-5, a model tested or expanded under 42 U.S.C. § 1315(a) that involves shared savings, or any other Medicare initiative that involves shared savings.

9. Acknowledgement of Public Reporting. Practice hereby acknowledges and agrees that certain data and other information provided to ACO as well as data from ACO regarding Practice will be subject to public reporting as provided for in 42 C.F.R. § 425.23.
10. Marketing Materials. Practice will abide by the directions of ACO relative to any marketing materials and activities directed to Medicare beneficiaries. In the event that any marketing materials and activities of Practice or ACO are disapproved by CMS, Practice hereby agrees to discontinue such marketing activities and use of such marketing materials as directed by the ACO and/or CMS.
11. No Beneficiary Inducements. Neither Practice nor any Clinicians shall provide any gifts or other remuneration to Medicare beneficiaries as inducements for receiving items or services from, or remaining with, the ACO, the Practice or any Clinicians. Any items or services furnished by ACO or Practice shall be reasonably related to the medical care of the beneficiary and the items or services are either preventive in nature or advance a clinical goal of the beneficiary or ACO.
12. Beneficiary Notice Obligations. Practice shall: (i) notify beneficiaries at the point of care that their Clinicians are participating in the MSSP and provide beneficiaries with the opportunity to decline claims data sharing under 42 C.F.R. § 425.708; (ii) post signs in their facilities to notify beneficiaries that Clinicians are participating in the MSSP and providing, upon request, standardized written notices; and (iii) use template language on such notices as developed by CMS, which shall be furnished by ACO. ACO may furnish certain of these notices on the behalf of Practice.
13. Close Out. Upon termination or expiration of this Agreement at any time, Practice shall furnish ACO with such data as ACO may request, including but not limited to the data necessary in order to enable ACO to complete the annual assessment of ACO's quality of care and shall comply with all other applicable ACO Policies and Procedures regarding termination, including but not limited to record retention, quality reporting, beneficiary continuity of care, and payment of shared savings (if any). Practice understands that, in the event of termination of this Agreement prior to the end of a performance year, it and its Clinicians may not qualify for shared savings, PQRS incentive payments or avoid the PQRS payment adjustment for the performance year separately from the ACO.
14. Remedial Action. Practice shall comply with any remedial action taken by ACO with respect to Practice, and shall take such remedial action with respect to Clinicians as may be required by ACO, including but not limited to imposition of a CAP, denial of incentive payments and termination of this Agreement, to address noncompliance with the requirements of the MSSP and other program integrity issues, including those identified by CMS.

15. Opportunity for Shared Savings. PQN has adopted Policies and Procedures regarding the requirements that its ACO Participants, including Practice, must meet to be eligible to receive financial incentives, including shared savings from MSSP, which may change from time to time depending upon the goals of the ACO. Practice understands that such financial incentives are intended to encourage Practice to adhere to the PQN's Policies and Procedures in furtherance of the triple aim of the MSSP and ACO's objectives, including, without limitation, the ACO's quality assurance and improvement program and evidence-based clinical guidelines, and the availability of financial incentives, including risk-sharing, is intended to increase the overall accountability of the ACO and its ACO Participants for the quality and cost of patient care services.
16. Additional Obligations. The Parties acknowledge and agree that additional standards may be required in any particular MSSP Contract. Such additional standards shall be automatically incorporate herein without the necessity of further action by the Parties as if such additional standards were set forth fully herein.
17. Definitions. Capitalized terms not defined in this Exhibit shall have the meaning set forth in the agreement.
18. Priority. This Exhibit supersedes any inconsistent provisions that may be found elsewhere in the agreement. Additionally, this Exhibit shall be interpreted as incorporating by reference any changes to Federal Guidance inconsistent with its current terms without the necessity of further action by the Parties as if such changes were set forth fully herein.

Practice agrees to as an ACO Participant:

Practice Signature:

Signer's Printed Name: _____

Legal Name of Practice: _____

EIN/TIN of Practice: _____

Exhibit C

Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made by and between Privia Quality Network Gulf Coast II, a Delaware limited liability company, by and on behalf of itself and its subsidiaries and affiliates (collectively “Privia Health” or Business Associate”) and _____ (“Covered Entity”), and is effective as of _____, 202_ (the “Effective Date”).

RECITALS

WHEREAS, pursuant to an agreement (the “Underlying Agreement”) between Covered Entity and Business Associate, Business Associate performs certain services (“Services”) for or on behalf of Covered Entity;

WHEREAS, in connection with those Services, Covered Entity may disclose to Business Associate certain Protected Health Information (“PHI”) subject to protection under the Health Insurance Portability and Accountability Act of 1996, the regulations promulgated thereunder, and implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”), all as amended from time to time (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act and its implementing regulations and guidance issued by the Secretary (the “HITECH Act”); and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of any PHI disclosed to or created by Business Associate pursuant to the Underlying Agreement and the Underlying Agreement in compliance with HIPAA and the HITECH Act, and other applicable state and federal laws (the “HIPAA Rules”);

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to Underlying Agreement and this BAA, the parties agree as follows:

1. Definitions.

- (a) Catch-all definition: The following terms used in this Agreement shall have

the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Specific definitions:

(i) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Privia Health.

(ii) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Covered Entity.

(iii) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware, within three (3) business days. The Covered Entity will then handle Breach notifications to individuals, the HHS Office for Civil Rights (OCR), and

potentially the media, on behalf of the Covered Entity.

- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. In the event the Business Associate receives a request for access directly from the individual, Business Associate shall provide the requested access within the timeframe provided in in the HIPAA Rules directly to the individual.
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. In the event the Business Associate receives a request for amendment directly from the individual, Business Associate will determine the appropriateness of such amendment and incorporate any approved amendments to the information in the designated record set in the manner and within the timeframe required by the HIPAA Rules.
- (g) Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. In the event the Business Associate receives a request for an accounting of disclosures directly from the individual, the Business Associate shall provide the accounting of disclosures to the individual in the manner and within the timeframe required by the HIPAA Rules.
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

5. Permissible Requests by Covered Entity

- (a) Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

6. Term and Termination

- (a) The Term of this Agreement shall be effective as of the date first indicated above and shall terminate on the date of termination of the underlying agreement between the parties. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate fails to cure the breach within thirty (30) days or such time as may be reasonably specified by Covered Entity.
- (b) Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - (i) Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

- (iv) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 3(e) and (f) above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
 - (v) Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

7. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Business Associate Agreement effective as of the date first written above.

Privia Health, LLC

By: _____

Name: Lesley Anne Durant

Title: Privacy Officer

Covered Entity

By: _____

Name: _____

Title: _____

950 N Glebe Rd, Suite 700

Arlington, VA 22203

privacy@priviahealth.com

Address for Notices

Address for Notices