

## **PHYSICIAN GROUP PARTICIPATION AGREEMENT**

**THIS PHYSICIAN GROUP PARTICIPATION AGREEMENT** (“**Agreement**”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between \_\_\_\_\_ (“**Group**”) and Privia Quality Network I, LLC (the “**Company**”) (each a “**Party**”, and collectively the “**Parties**”).

### **RECITALS**

**WHEREAS**, the Company is a clinically integrated, patient-centered Accountable Care Organization that undertakes contracting and care management activities on behalf of participating physicians, hospitals and other providers with the goal of delivering remarkable healthcare;

**WHEREAS**, the Company has submitted or will submit to the Centers for Medicare & Medicaid Services (“**CMS**”) an application (the “**Application**”) requesting acceptance of the Company into the Medicare Shared Savings Program (“**MSSP**”);

**WHEREAS**, Group is comprised of physicians and other health care practitioners (“**Group Practitioners**”) who possess unrestricted licenses to practice their professions in all applicable states in which Group operates; and

**WHEREAS**, Group desires to participate as an ACO Participant (and be listed as such in the Application) pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the adequacy of which is hereby acknowledged, Group and the Company agree as follows:

### **ARTICLE 1** **DEFINITIONS**

1.1 “**Accountable Care Organization**” or “**ACO**” means a legal entity that brings together health care providers and suppliers to become accountable for the quality, cost and overall care of the Medicare Fee-For-Service Beneficiaries assigned to the ACO under the MSSP.

1.2 “**ACO Participant**” means those facilities, groups of health care practitioners (including, but not limited to, Group) and individual health care practitioners identified by a Medicare-enrolled TIN that enter into participation agreements with Company and are identified on the Application (or who are subsequently added to the ACO Participant List) submitted by Company to CMS and as amended from time to time in accordance with MSSP Requirements.

1.3 “**ACO Participant List**” means the list identifying Company’s ACO Participants by their Medicare-enrolled TINs submitted to CMS with Company’s Application and as amended in accordance with MSSP Requirements.

1.4 **“ACO Participation Agreement”** means the ACO Participation Agreement including, any amendments thereto, that the Company will enter into with CMS if the Company’s Application is accepted into the MSSP.

1.5 **“ACO Provider/Supplier”** means an individual or entity that is a Medicare provider or supplier enrolled in Medicare and bills for services under an ACO Participant TIN.

1.6 **“Application”** means the MSSP Application that the Company will submit to CMS requesting acceptance of the Company into the MSSP for the five (5) year period commencing on January 1, 2025.

1.7 **“Beneficiary”** means those Medicare Fee-For-Service Beneficiaries who are assigned to the Company under the MSSP.

1.8 **“Beneficiary Incentive Program”** means an incentive program established in accordance with 42 C.F.R. § 425.304(c).

1.9 **“Board”** means the Company’s board of managers.

1.10 **“Company Policies”** means all provider manuals, guidelines, policies, procedures, standards, criteria and requirements developed by the Company, and as modified from time to time, including, but not limited to, those regarding:

- (a) Participating Provider enrollment, participation, credentialing and membership;
- (b) The Medical Management Program;
- (c) Distribution of MSSP shared savings payments;
- (d) Accountability and remediation;
- (e) Information technology criteria and standards;
- (f) Professional liability and other insurance policies, with such limits as are required by the Company;
- (g) The Company’s compliance plan;
- (h) Satisfaction of other MSSP Requirements;
- (i) MSSP data validation; and
- (j) MSSP certification and submission process of quality data submission.

1.11 **“Covered Services”** means those medical services for which Medicare benefits are payable under the Medicare fee-for-service payment system.

1.12 **“Effective Date”** means January 1, 2025.

1.13 **“Group Practitioner”** means each of the physicians and non-physician practitioners within the Group billing under Group’s Medicare-enrolled TIN as updated from time to time in accordance with Section 3.7 of this Agreement.

1.14 **“Medical Management Program”** or **“MM Program”** means the Company’s active and ongoing program to promote evidence-based medicine and Beneficiary engagement, internally report on quality and cost metrics, and coordinate care delivered to Beneficiaries.

1.15 **“Medicare Fee-For-Service Beneficiary”** means an individual who is (a) enrolled in the original Medicare fee-for-service program under both Medicare Part A and Part B; and (b) not enrolled in any of the following: (i) a Medicare Advantage plan under Medicare Part C; (ii) an eligible organization under Section 1876 of the Social Security Act (the **“Act”**); or (iii) a PACE program under Section 1894 of the Act.

1.16 **“MSSP Requirements”** means all MSSP requirements and conditions, including, but not limited to, those specified in the ACO Participation Agreement and in Part 425 of Title 42 of the Code of Federal Regulations (**“CFR”**).

1.17 **“Participating Provider(s)”** means those facilities and individual health care practitioners, including but not limited to Group and Group Practitioners, who are bound by agreements with the Company to provide Covered Services to Beneficiaries.

1.18 **“Primary Care Services”** mean the set of services identified by CMS as “primary care services” for purposes of the MSSP as updated by CMS from time to time, but currently defined in 42 CFR Section 425.400(c).

## **ARTICLE 2**

### **DUTIES OF THE COMPANY**

2.1 **MSSP Application.** The Company has submitted or will submit to CMS an Application requesting acceptance of the Company into the MSSP. By executing this Agreement, Group understands that it will be listed as an ACO Participant on the Application.

2.2 **MM Program.** The Company will develop, implement and maintain a MM Program that will promote evidence-based medicine and Beneficiary engagement, internally report on quality and cost metrics, and coordinate care provided by Participating Providers to Beneficiaries assigned to Company under the MSSP, all in accordance with MSSP Requirements. The MM Program will include clinical protocols, evidence-based clinical guidelines, quality assurance and improvement mechanisms, quality and utilization monitoring and reporting tools, health information technology initiatives and other mechanisms to increase clinical integration among Participating Providers. MM Program requirements will be articulated in Company Policies.

2.3 **Company Provider Directory.** The Company shall have the authority to list Group as well as Group Practitioner names, specialties, addresses, and telephone numbers in

Company marketing materials to help promote the Company, or health benefit programs to potential Beneficiaries; provided, that all such marketing materials shall be submitted to CMS and otherwise comply with MSSP Requirements.

**2.4 Amendments to Company Policies.** The Company shall make available to Group and Group Practitioners all Company Policies and shall provide notice of changes in Company Policies through a method to be determined by the Company, such as by mail, via email, or on a website accessible by Group and Group Practitioners. Group hereby agrees that such changes shall become effective without amendment of this Agreement as of the date determined by the Board, which, absent urgent circumstances, such as a change in law or regulatory interpretation, shall be not less than thirty (30) days after the date the Company sent notice of the change to Group. If no date is specified by the Board, the Policy change shall apply to Group and Group Practitioners thirty (30) days following the date on which the Company sends notice of the change to Group.

**2.5 Shared Savings Distribution Methodologies.** Any shared savings payments received by Company will be distributed to Participating Providers in accordance with methodologies established by Company from time to time to encourage Participating Providers to adhere to the quality assurance and improvement program, evidence-based clinical guidelines and other MM Program initiatives instituted by the Company. With respect to financial incentives as defined in the Company Policies, which shall include shared savings, performance bonus, etc., after Company's recovery of any expenses incurred relative to its performance of services in support of MSSP, Company shall be entitled to (x) forty percent (40%) of any shared savings amount received by Company under MSSP, which may be payable directly to it or its designated management company, with the remaining sixty percent (60%) payable to Participating Providers consistent with the terms of MSSP, attribution as determined herein, and any other criteria as developed from time to time by the Company, which may be different than the payout terms set forth in the MSSP.

**2.6 Annual Selection of Assignment Methodology.** Company shall select its Beneficiary assignment methodology on the Application and may modify such selection prior to the start of each performance year in accordance with MSSP Requirements.

### **ARTICLE 3**

#### **DUTIES OF GROUP AND GROUP PRACTITIONERS**

**3.1 Medical Management Program.** Group and Group Practitioners shall actively and meaningfully participate in all initiatives, efforts and requirements of the Company related to the design, development, implementation and operation of the MM Program, including, but not limited to:

- (a) When requested by the Company, active participation in and cooperation with Company efforts to design, develop, implement and refine the MM Program; and
- (b) Compliance with all Company Policies (as updated from time to time by the Company) related to the design, development, implementation and operation of the MM Program, including, but not limited to, Company Policies related to:

- (i) Participation in Company quality assurance and improvement programs and other initiatives designed to improve the quality and efficiency of the health care services provided by Participating Providers, promote Beneficiary involvement or coordinate care;
- (ii) Participation criteria and standards;
- (iii) Information technology criteria and standards;
- (iv) Sharing with the Company data and information that is (a) contained in Group's medical records, billing, claims, practice management, or other systems, electronic or otherwise, and (b) relevant in connection with the MM Program and consistent with the purposes contemplated by this Agreement and the MM Program. All such data and information shall be shared in a manner consistent with applicable law regarding disclosure and in the format described in Company Policies;
- (v) Authorizing Participating Hospitals and all affiliated outpatient facilities to share with the Company all data regarding Group and Group Practitioners contained in the medical records, patient accounting and other information systems of the Company, Participating Hospitals and affiliated outpatient facilities; provided such information is relevant in connection with the MM Program and consistent with the purposes contemplated by this Agreement and the MM Program;
- (vi) Submitting Group Practitioners to various remediation activities by the Company with respect to its physician's practice patterns;
- (vii) Authorizing Company to audit, inspect, investigate, and evaluate any books, contracts, records, documents and other evidence of Group and Group Practitioners related to the following: (1) Group and each Group Practitioner's compliance with MSSP Requirements and (2) the quality of services performed and financial information used by CMS to determine the amount due to or from CMS under Company's participation agreement; and
- (viii) Maintaining professional liability and other insurance policies, with such limits as are required by the Company.

**3.2 Company Authority to Contract on Behalf of Group and Group Practitioners.** If CMS accepts the Company into the MSSP, Group hereby authorizes and designates the Company to act as its agent with the authority to bind Group (and Group Practitioners) to the terms of the ACO Participation Agreement.

**3.3 Compliance with MSSP Requirements and Applicable Laws.** Group agrees, and shall require Group Practitioners to agree, to:

(a) If CMS accepts the Company into the MSSP, participate in the MSSP under Company's ACO Participation Agreement and abide by all MSSP Requirements, including, but not limited to those specified on Exhibit A to this Agreement.

(b) Comply with all other applicable laws, including, but not limited to, the following:

- (i) Federal criminal laws;
- (ii) The False Claims Act (31 U.S.C. § 3729 *et seq.*);
- (iii) The anti-kickback statute (42 U.S.C. § 1320a-7b(b));
- (iv) The civil monetary penalties law (42 U.S.C. § 1320a-7a); and
- (v) The physician self-referral law (42 U.S.C. § 1395nn).

(c) If Group or any Group Practitioner is not in compliance with this Section 3.3, Company may impose on Group, and Group shall impose on Group Practitioner, remedial action including one or more of:

- (i) Imposition of a corrective action plan;
- (ii) Denial of shared savings payments otherwise payable to Group hereunder or under the ACO Participation Agreement; or
- (iii) Termination of the Agreement, subject to Article 4 of this Agreement.

**3.4 Group Services.** If CMS accepts the Company into the MSSP, Group agrees to:

(a) Provide and cause included Group Practitioners to provide Covered Services in Group Practitioner specialties to Beneficiaries in accordance with accepted medical standards in the community, Company Policies and the MSSP Requirements;

(b) Provide and cause included Group Practitioners to provide Beneficiaries with access to medically necessary Covered Services in the Group's specialties at all times, including arranging for coverage by another Participating Provider when appropriate coverage by Group is unavailable or establishing alternate coverage arrangements;

(c) Cooperate with other Participating Providers involved in the care and treatment of Beneficiaries in providing authorized Covered Services; and

(d) Comply and cause included Group Practitioners to comply with the utilization review, quality assurance, peer review, beneficiary grievance and/or complaint process, and other requirements and procedures established by the Company as set forth in the Company Policies and as required by this Agreement and the MSSP Requirements.

Group acknowledges that it may not be eligible for amounts otherwise payable to Group for Covered Services hereunder or under the ACO Participation Agreement if Group fails to materially comply with applicable Company Policies and the MSSP Requirements.

**3.5 No Guarantee of Utilization.** Group acknowledges that the Company does not warrant or guarantee that Group will be utilized by any Beneficiary or any number of Beneficiaries.

**3.6 Referrals.** Group and Group Practitioners shall use reasonable efforts to make referrals of Beneficiaries to Participating Providers; provided, however, that Company, Group, and the Group Practitioners are prohibited from requiring that Beneficiaries be referred only to Participating Providers. This prohibition does not apply to referrals made by employees or contractors of Group (who are operating within the scope of their employment or contractual arrangement) to the Group, provided that: (i) the employee or contractor has a written agreement with Group setting out this obligation; (ii) the employees and contractors remain free to make referrals without restriction or limitation if the Beneficiary expresses a preference for a different provider, practitioner or supplier; (iii) the Beneficiary's insurer determines the provider, practitioner, or supplier; or (iv) the referral is not in the Beneficiary's best medical interests in the judgment of the referring party.

**3.7 Duty to Update.** Group shall update its Medicare enrollment information, including the addition or deletion of any Group Practitioner, on a timely basis in accordance with Medicare program requirements, and provide to Company an update of its roster of practitioners within ten (10) days of any roster change; such updates will not require a written amendment to this Agreement.

**3.8 Data Reporting.** Group acknowledges that CMS currently requires Company to be the sole and exclusive entity responsible for submitting quality data regarding Group's and each Group Practitioner's performance to CMS under applicable reporting programs including, but not limited to, the Physician Quality Reporting System and Merit-based Incentive Payment System. As long as such requirement remains in effect, Group agrees to provide such data to support this obligation as set forth in the Company Policies. Group acknowledges that CMS may impose a positive or negative payment adjustment to Group's Medicare reimbursements on the basis of this data; provided, however, that no such adjustment imposed by CMS shall impact the financial obligations of Company to Group under this Agreement, unless specifically mandated by the MSSP Requirements.

**3.9 Acknowledgement.** Group acknowledges and agrees that Group shall only be entitled to receive a portion of any shared savings realized from the MSSP in any given calendar year if the Group is an ACO Participant in compliance with this Agreement as of the date that the Company receives the shared savings from CMS. If this Agreement is terminated for any reason

whatsoever other than by Company pursuant to Section 4.5 prior to the date of the Company's receipt of any realized shared savings, the Group acknowledges that it shall have no right to any portion of such shared savings even if Group and all Group Practitioners have otherwise performed all of its obligations for such calendar year.

## **ARTICLE 4**

### **TERM AND TERMINATION**

**4.1 Term and Renewal.** This Agreement shall commence on the Effective Date and shall continue in effect for a term of five (5) years (the “**Term**”). Thereafter, this Agreement shall automatically renew for successive one (1) year Terms for so long as Company participates in the MSSP unless the Agreement is terminated effective at the end of any Term by either Party upon not less than one-hundred twenty (120) days prior written notice to the other Party.

**4.2 Immediate Suspension or Termination.** Notwithstanding anything to the contrary herein, the Company may suspend or terminate the participation of Group or any Group Practitioner (without terminating this Agreement) as a Participating Provider (as applicable) immediately upon notice to Group in the event of any of the following: (a) a suspension or revocation of Group's or a Group Practitioner's license, certificate or other legal credential authorizing such Group or Group Practitioner to provide medical services; (b) termination or suspension of Group or any Group Practitioner's participation in the Medicare Program; (c) a conviction of Group or a Group Practitioner of felony or any criminal charge related to the rendering of health care services; (d) the cancellation or termination of the professional liability insurance required by this Agreement without replacement coverage having been obtained; (e) Group or any Group Practitioner's debarment, exclusion, suspension or other ineligibility to participate in a federal health care program; or (f) Group or any Group Practitioner loses eligibility for membership on the medical staff of all Participating Hospitals. Immediately upon a Group Practitioner's suspension or termination pursuant to this Section 4.2, Group shall require such Group Practitioner to cease billing Medicare under Group's Medicare-enrolled TIN.

**4.3 Termination For Cause.** The Company may terminate this Agreement with respect to Group, or may terminate the participation of any Group Practitioner hereunder (without terminating this Agreement) upon thirty (30) days prior written notice at any time during the Term or any renewal thereof should Group or any Group Practitioner fail to materially comply with the requirements of the MM Program, the MSSP Requirements, or any provision of this Agreement. Group may terminate this Agreement upon thirty (30) days prior written notice to Company at any time during the Term or any renewal thereof should Company fail to materially comply with this Agreement.

**4.4 Suspension or Termination of Individual Group Practitioners.** Group acknowledges that the Company may suspend or terminate the participation of any Group Practitioner as a Participating Provider. Any such suspension or termination shall not require or result in the termination of this Agreement. Group shall ensure (and shall require the affected Group Practitioner to ensure) that all Beneficiaries receiving Covered Services from the affected Group Practitioner as of his or her termination are promptly referred to another physician in the same specialty.



**4.5 Automatic Termination.** This Agreement shall automatically terminate if the Company is not accepted into the MSSP or if the Company is subsequently terminated from the MSSP.

## **ARTICLE 5**

### **EXCLUSIVITY AND OTHER SHARED SAVINGS INITIATIVES**

**5.1 Other Shared Savings Initiatives.** Group represents, warrants, and covenants that, except as disclosed in Exhibit B, neither Group nor any Group Practitioner currently participates in:

- (a) The MSSP through another ACO;
- (b) The independence at home medical practice pilot program under Section 1866E of the Act;
- (c) A model tested or expanded under Section 1115A of the Act that involves shared savings;
- (d) Next Generation Accountable Care Organization Model;
- (e) Comprehensive End-Stage Renal Disease Care Model;
- (f) Independence at Home Demonstration with a shared savings arrangement (The Patient Protection and Affordable Care Act Sec. 3024);
- (g) Care Management for High-Cost Beneficiaries Demonstration;
- (h) Comprehensive Primary Care Plus;
- (i) Medicare Health Care Quality Demonstration Programs;
- (j) Transforming Clinical Practice Initiative;
- (k) Accountable Care Organization Investment Model;
- (l) Financial Alignment Initiative;
- (m) Bundled Payments for Care Improvement Initiative; or
- (n) Any other Medicare initiative that involves shared savings.

**5.2 Other ACOs.** Group represents, warrants, and covenants that neither Group nor any Group Practitioner who provides Primary Care Services, under the same or different name, will participate in the MSSP through another ACO during the term of this Agreement.

## **ARTICLE 6**

### **CONFIDENTIALITY**

**6.1 Confidential Information.** Each Party acknowledges that, during the Term of this Agreement, it will receive confidential information of the other Party. Accordingly, the Parties agree that neither Party shall disclose to any unauthorized third party, including, without limitation, other Participating Providers, confidential and proprietary information collected or exchanged pursuant to the Company Policies or this Agreement (“**Confidential Information**”), unless such disclosure is authorized in writing by the other Party, or is disclosed in a manner that does not identify the Party, patient, or physician, and is produced for the purpose of studying or demonstrating Company performance. This Confidential Information includes, but is not limited to:

- (a) The Company’s shared savings distribution methodology and payment criteria;
- (b) The terms of this Agreement;
- (c) The content of the MM Program and all related systems, software, policies, protocols, clinical integration tools, documents and data produced pursuant to the MM Program;
- (d) Clinical data and information collected from Group;
- (e) Clinical data and information collected by the Company;
- (f) Performance results regarding Participating Providers, including Group and Group Practitioners; and
- (g) Business operations, practices and procedures of Group, Group’s practice affiliates or the Company, including staffing, strategies, financial plans and budgets, contractual relationships or terms, practice management procedures, health information technology systems and/or systems or processes related to the specific operation of Group or the Company (as opposed to the provision of medical services to patients). Nothing in this Section shall limit the disclosure of information specified in this subsection (g): (i) by Group, as and to the extent that such information relates solely to Group or Group’s affiliates, or (ii) by Company, as and to the extent that such information relates to Company or Company’s affiliates.

However, Confidential Information shall not include information that is known to the receiving Party before its disclosure, is publicly known through no fault of the receiving Party, is received from a third party who is not bound by a confidentiality agreement or any other fiduciary or confidentiality obligation to the originating Party, or is approved for release by the originating Party.

**6.2 Permitted Disclosures.** Notwithstanding the foregoing, either Party may disclose the terms of this Agreement and the ACO Participation Agreement (a) to its employees, agents or

attorneys with a need to know and who have undertaken a similar duty of nondisclosure; and (b) as required under applicable laws and regulations. In addition, if either Party is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to make any disclosure which is prohibited or otherwise constrained by Section 6.1, that Party agrees to (i) provide the other Party with prompt notice of such request(s) so that it may seek an appropriate protective order or other appropriate remedy, and (ii) cooperate with the other Party in its efforts to decline, resist or narrow such requests.

**6.3 Obligations upon Termination.** Upon the termination of this Agreement for any reason, the Parties shall immediately return and/or destroy any Confidential Information exchanged between the Parties, including any originals or copies of policies, procedures, clinical data and information and performance results in the Company's or Group's control. Notwithstanding the foregoing, Company may retain and disclose, and Group shall provide, and shall cause each Group Practitioner to provide, information following the termination or expiration of this Agreement that is necessary to facilitate an orderly close-out of Group's involvement in the MSSP through Company, fulfill reporting obligations to CMS, or as otherwise necessary to comply with MSSP Requirements. This requirement shall survive this Agreement.

**6.4 Compliance with Law.** Each Party shall comply (and Group shall ensure that Group Practitioners comply) with federal and state law applicable to the disclosure of Confidential Information and patient information.

**6.5 HIPAA Compliance.** With regard to patient identifiable information shared by Group with the Company under this Agreement, the Company shall be deemed the "business associate" of Group pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Parties shall execute and abide by the terms of the Business Associate Agreement to be entered into by the Parties.

**6.6 Enforcement.** The Parties agree that failure to abide by this Article 6 will cause irreparable injury and, therefore, agree that in the event of a breach of this Article 6, each Party shall be entitled to enforce these covenants in equity by way of injunction to restrain the violation, threatened violation or continued violation thereof, without the requirement to post bond, and that such application for such an injunction shall be without prejudice to any other right of action that may accrue to such Party by reason of the breach.

## **ARTICLE 7**

### **MISCELLANEOUS**

**7.1 Independent Contractors.** The Company and Group are separate and independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent except as otherwise provided in this Agreement or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Neither Party shall have any express or implied right of authority to assume or create any obligation or

responsibility on behalf of, or in the name of, the other Party or to bind the other Party in any manner except as set forth herein.

**7.2 Waiver of Default.** The waiver by either Party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions or covenants contained in this Agreement, in its Exhibits, or in written notice hereunder.

**7.3 Entire Understanding/No Third Party Beneficiaries.** This Agreement and the Exhibits which are attached hereto, and any other specifically referenced materials, constitute the entire understanding between the Company and Group with respect to the subject matter hereof. For avoidance of doubt, the only Parties to this Agreement are Group and Company. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

**7.4 Maintenance of Records after Termination.** Both Parties shall maintain records and provide such information to the other Party and to appropriate state and federal authorities as may be necessary for compliance by the Company or any Payor with which the Company contracts and/or with the provisions of applicable laws. This obligation is not terminated upon a termination of this Agreement whether by rescission or otherwise.

**7.5 Severability.** In the event any term or provision of this Agreement is rendered invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

**7.6 Amendments.** Except as specifically provided in this Agreement, this Agreement may be amended at any time only by the written agreement of the Parties; provided, however, that amendments may be made by the Company to make this Agreement compliant with any current or subsequent changes in any applicable statute, rule, regulation or other law (including, but not limited to, MSSP Requirements) or any order or directive or interpretation of any applicable governmental authority or regulatory body upon thirty (30) days' notice to the Group.

**7.7 Applicable Law.** This Agreement shall be governed in all respects by the laws of the State of Delaware without regard to conflicts or choice of laws, provisions or rules.

**7.8 Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties. This Agreement shall not be assignable by Group without the written consent of the Company, which shall not be unreasonably withheld. The Company shall be permitted to assign this Agreement, and its rights and obligations under this Agreement, to another entity that controls, is controlled by or under common control with the Company, without the consent of Group.

**7.9 Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by e-mail, hand delivered, when deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, or if delivered by a nationally recognized overnight delivery service to the following addresses:

If to Group:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

If to the Company:

Privia Quality Network I, LLC  
950 N. Glebe Rd., Suite 700  
Arlington, VA 22203  
Attn: Legal Department  
Email: legal@priviahealth.com

or to such other address, and to the attention of such other person or officer as any Party may designate in writing. Unless otherwise specified herein, all notices given hereunder shall be deemed to have been received by the Party to which it was addressed (a) immediately upon e-mail or personal delivery, (b) three (3) business days after the date of posting of notice sent by registered or certified mail, and (c) on the date shown on the signature confirmation of a reputable overnight delivery service.

**7.10 Group Contracting.** Group hereby represents and warrants that it has the ability to enter into this Agreement and to bind the individual Group Practitioners to this Agreement, and further, that Group shall obligate each Group Practitioner to comply with the relevant terms of this Agreement, including without limitation the obligations to participate in the MM Program, comply with all Company Policies and the MSSP Requirements and provide Covered Services to Beneficiaries in accordance with the terms of this Agreement and the ACO Participation Agreement, as if such individual Group Practitioner were a party to the Agreement. In addition, Group agrees that Group shall cause each Group Practitioner to complete and/or execute such forms and other documentation as Company requests to facilitate participation in the MSSP and compliance with Company Policies and MSSP Requirements in accordance with timeframes set by Company. Group hereby represents and warrants that it and all individual Group Practitioners are not subject to any contract, agreement or restrictive covenant including, but not limited to, any covenant not to compete or any non-solicitation covenant that would impede Group or any Group Practitioner's ability to perform duties and obligations under this Agreement.

**7.11 No Excluded Provider.** Group represents and warrants that: (i) Group Practitioners and all Group non-physician personnel possess all licenses, certifications and permits necessary for the practice of their profession in each state in which the Group operates; (ii) Group and Group Practitioners participate in the Medicare Program; (iii) Group, its owner(s), and/or its personnel (including Group Practitioners) are not debarred, excluded, suspended or otherwise ineligible to participate in any federal health care program; (iv) nor have any of them been convicted of a felony or any health care related crime. Group agrees to notify the Company immediately in writing in the event that (i) any license, permit or certification held by a Group Practitioner is terminated, suspended or otherwise subject to adverse action (whether in the state

in which it is physically located or elsewhere); (ii) Group, its owner(s) or any of its personnel (including Group Practitioners) is proposed for debarment, exclusion or suspension or is debarred, excluded, suspended or otherwise ineligible to participate in a federal health care program; or (iii) any such person is a subject or is convicted of a felony or health care related crime. Group agrees to indemnify and hold the Company harmless against any and all losses or damages relating to any claim or demand arising from Group's, its owner(s)' or personnel's (including Group Practitioners') loss of licensure, debarment, exclusion or suspension from participation in a federal health care program or their conviction of a felony or health care related crime.

**7.12 Access to Books and Records.** The Parties to this Agreement acknowledge their obligation to comply with Section 1861(v)(1)(I) of the Social Security Act, as amended, and written regulations promulgated thereunder. Accordingly, the Parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of any goods provided or services rendered pursuant to this Agreement: (i) until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, each Party will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records, or other data of the Parties that are necessary to certify the nature and extent of costs incurred for such goods or services; and (ii) if a Party carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of \$10,000.00 or more over a twelve (12) month period, such Party will cause each such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said subcontract, the related organization will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of said subcontract and any books, documents, records or other data of said related organization that are necessary to certify the nature and extent of such costs.

**7.13 Contract Authorization.** Each Party represents and warrants to the other as follows: (a) this Agreement has been executed by each Party's duly authorized representative; and (b) the compliance with the terms of the Agreement will not contravene the provisions of its charter, bylaws, or any agreement to which it is bound.

**7.14 Survivability.** The respective rights and obligations of the Parties set forth in Section 4.7, Article 6, Section 7.4, Section 7.11, Section 7.12, this Section 7.14, Section 7.15, Article 8, Exhibit A Sections 1 and 4, as well as any payment obligations under this Agreement that accrued prior to a termination of this Agreement pursuant to Section 2.5, shall indefinitely survive the expiration or termination of this Agreement to the extent necessary to preserve such rights and obligations.

## **ARTICLE 8**

### **DISPUTE RESOLUTION**

**8.1 Dispute Resolution.** Except as provided in Section 8.2, in the event of any controversy or dispute related to or arising out of this Agreement the parties agree to meet and

confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days of the notice of the controversy or dispute, then either party shall have the option of submitting the controversy or dispute to binding arbitration, which shall be conducted in the county and the state in which the Company is located.

8.2 The parties agree and acknowledge that the dispute resolution process as set forth in this Section 8 shall not apply with respect to any act or failure to act that is within the discretion of the party as provided in this Agreement. The parties acknowledge and agree that such acts are discretionary in nature and are generally without legal recourse.

8.3 Such arbitration shall be conducted in accordance with the rules for arbitration of the American Health Lawyers Association (the "Arbitration Practice"), as modified by this Section 8.2, by a single arbitrator; provided, however, that if the dispute involves more than \$1 million, three (3) arbitrators shall be appointed. The arbitrator(s) shall be selected in accordance with the rules of the Arbitration Practice except the arbitrator shall not be related to the parties in any manner.

8.4 The arbitration shall commence within a reasonable time after the claim, dispute, or the matter in question has arisen, and in no event shall it commence after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matters in questions would be barred by the applicable statute of limitations. The arbitration shall be conducted in a summary manner upon written briefs of the parties if the arbitrator(s) believe that such summary procedure will be adequate to resolve all contested issues fairly. The parties shall submit their briefs to the arbitrator(s) within fifteen (15) calendar days following selection of the arbitrator(s). The arbitrator(s) shall not be required to observe or carry out formalities or usual procedures such as pleadings or discovery or the strict rules of evidence. The arbitrator(s) shall decide all matters submitted to him or her within twenty-one (21) calendar days following the receipt of briefs by the arbitrator(s) or conclusion of any necessary hearings.

8.5 Either party will have the right to enforce the decision of the arbitrator(s) in any state or federal court having jurisdiction over the county and the state in which the Company is located and each party hereto hereby irrevocably submits to the jurisdiction of such courts, irrevocably consents to the service of process by registered or certified mail, return receipt requested or personal service and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter have as to personal jurisdiction, the laying of the venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding brought in any court has been brought in an inconvenient forum. No disclosure of the award shall be made by the parties except as required by law or as necessary or appropriate to effectuate the terms thereof.

The costs of arbitration shall be divided equally between the Group and Company. The party against whom the award is rendered shall pay any monetary award and/or comply with the order

of the arbitrator within sixty (60) days of the entry of judgment on the award. The non-prevailing party shall be liable for all attorneys' fees and costs incurred by the prevailing party should the non-prevailing party fail to comply with the above 60-day deadline and it becomes necessary for the prevailing party to bring court action to collect any award rendered in its favor or to seek other court enforcement of the arbitrator's order. *[Remainder of page intentionally left blank. Signature page to follow.]*



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as a sealed instrument as of the Effective Date.

**PRACTICE:**

**CIN:** PRIVIA QUALITY NETWORK -  
I, LLC

\_\_\_\_\_  
Legal Entity Name

\_\_\_\_\_  
d/b/a Name (if applicable)

\_\_\_\_\_  
Practice's TIN

\_\_\_\_\_  
Signature (on behalf of Practice)

\_\_\_\_\_  
Signature (on behalf of CIN)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Business Phone

## EXHIBIT A

### MSSP REQUIREMENTS

Group and Group Practitioners shall be bound by and comply with (and shall cause each of their respective employees, independent contractors and subcontractors to comply with) all applicable MSSP Requirements, including, but not limited to:

1. Audits and Record Retention.

a. Audits. Group shall permit CMS, DHHS, the Comptroller General, the Federal government or their respective designees to audit, inspect, investigate, and evaluate any books, contracts, records, documents and other evidence of Group and Group Practitioners related to the following: (1) Company's compliance with the MSSP; (2) the quality of services performed and determination of amount due to or from CMS under Company's participation agreement; (3) the ability of Company to bear the risk of potential losses and to repay any losses to CMS; and (4) to the extent applicable, the Company's operation of a Beneficiary Incentive Program. 42 C.F.R. § 425.314(a).

b. Record Retention. Group (1) shall maintain and give CMS, DHHS, the Comptroller General, the Federal government or their respective 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 Company's activities) sufficient to enable the audit, evaluation, investigation, and inspection of Company'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 and (2) shall maintain the documents described in the preceding clause (1) for a period of 10 years from the termination of the ACO Participation Agreement or from the date of completion of any audit, evaluation, or inspection, whichever is later unless (A) CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies Company at least 30 days before the normal disposition date or (B) there has been a termination, dispute, or allegation of fraud or similar fault against the Company, its Participating Providers or other individuals or entities performing functions or services related to Company activities, in which case, Group must retain such records for an additional 6 years from the date of any resulting final resolution of the termination, dispute, or allegation of fraud or similar fault. 42 C.F.R. §425.314(b).

c. The obligations set forth in this Section 1 shall survive expiration or earlier termination of this Agreement.

2. Data Submission and Certification. Group shall submit all data and other information requested by Company to facilitate satisfaction of MSSP Requirements, including data and information on measures designated by CMS, to Company in the form and manner (and within the timeframe) specified by Company. An individual with the authority to legally bind the Group must certify the accuracy, completeness, and truthfulness of the data and information to the best of his or her knowledge, information and belief when such data and information is provided to Company. 42 C.F.R. § 425.302.

3. Data Sharing between Company and CMS. Group acknowledges that CMS may share Beneficiary identifiable information with Company in connection with Company's participation in the MSSP. Group and Group Practitioners shall observe all relevant statutory and regulatory provisions regarding the appropriate use of such data and the confidentiality and privacy of individually identifiable health information and shall be bound by, and shall comply with, the terms of any data use agreement entered into between CMS and Company in accordance with the MSSP. Company shall provide a copy of any such data use agreement to Group. 42 C.F.R. § 425.700.

4. Close-out Process. In the event that Group is terminated or this Agreement expires, Group shall furnish such data and information to Company in such form and manner designated by the Company as is necessary to support Company's reasonable efforts to fulfill Company's obligation to implement close-out procedures specified by CMS. The obligations of this Section 4 shall survive expiration or earlier termination of this Agreement. 42 C.F.R. § 425.116(a)(9).

5. Notification to Beneficiaries of Participation in MSSP and Incentive Program. Group shall, or shall cause each Group Practitioner to, (1) notify Beneficiaries at the point of care that Group (or such Group Practitioner) is participating in the MSSP prior to or at the first visit of a performance year; (2) post signs in their facilities to notify such beneficiaries that Group (or such Group Practitioner) is participating in the MSSP; (3) make available standardized written notices regarding Group's participation in Company and, if applicable, such Beneficiary's ability to opt-out of data sharing (as more specifically described in Section 6 below); (4) make available standardized written notices regarding a Beneficiary's ability to, and the process by which, a Beneficiary may identify or change identification of the individual a Beneficiary designates as the Beneficiary's primary clinician for purposes of voluntary alignment as described in 42 C.F.R. § 425.402(e); and (5) in the event that Company implements a CMS-approved Beneficiary Incentive Program, notify Beneficiaries of the availability of the Beneficiary Incentive Program, including a description of the qualifying services for which a Beneficiary is eligible to receive an incentive payment. Company shall provide Group with all written materials covered by this Section 5 and shall provide guidance to Group regarding compliance with the requirements set forth in this Section 5 as reasonably requested by Group. 42 C.F.R. § 425.312.

6. Beneficiary Declination of Data Sharing. Group shall, or shall cause each Group Practitioner to, provide written notice to each Beneficiary that the Company may request personal health information about such Beneficiary for purposes of Company's care coordination and quality improvement work. Such notification shall describe how Company intends to use Beneficiary identifiable claims data in order to improve the quality of care that is furnished to the Beneficiary and, where applicable, coordinate care offered to the Beneficiary. Group shall give each such Beneficiary a meaningful opportunity to decline having his/her claims information shared with Company. Group shall also provide such Beneficiary with a form explaining the Beneficiary's opportunity to decline data sharing as part of their first primary care visit with a Group Practitioner. Company shall provide Group with all of the written notice and form materials required by this Section 6 and shall provide guidance to Group regarding compliance with the requirements set forth in this Section 6 as reasonably requested by Group. 42 C.F.R. § 425.704(d)(2) and § 425.708.

6. Compliance with MSSP-Required Processes. Group shall, and shall cause each Group Practitioner, to comply with all processes approved by the Board from time to time, including, without limitation, processes that promote evidence-based medicine, Beneficiary engagement, internal reporting on quality metrics, care coordination, performance improvement activities, and any other processes mandated by MSSP Requirements. 42 C.F.R. § 425.112.

7. Notification Regarding NPI and TIN Changes. Group shall notify Company within ten (10) days of any change to Group's or any Group Practitioner's NPI or TIN, as applicable. 42 C.F.R. § 425.116(a)(6).

8. Prohibition on Marketing. Group shall not engage in, and shall prohibit each Group Practitioner from engaging in, any marketing activities for Company or Company activities without the Company's prior written approval. 42 C.F.R. § 425.310.

9. Beneficiary Inducement. Group and Group Practitioners shall not provide gifts or other remuneration to Beneficiaries as inducements for receiving items or services from Group or Group Practitioners, or other Participating Providers, except as may be permitted by law. Consistent with the provisions of the foregoing sentence and subject to compliance with all other applicable laws and regulations, Group and Group Practitioners may provide in-kind items or services to Beneficiaries if there is a reasonable connection between the items and services and the medical care of the Beneficiary and the items or services are preventive care items or services or advance a clinical goal for the Beneficiary, including adherence to a treatment regime, adherence to a drug regime, adherence to a follow-up care plan, or management of a chronic disease or condition. Notwithstanding the foregoing, if Company establishes an CMS-approved Beneficiary Incentive Program, Group and Group Practitioners shall adhere to all MSSP Requirements and Company Policies, related to such Beneficiary Incentive Program. 42 C.F.R. § 425.304.

10. Prohibition on Certain Required Referrals and Cost Shifting. Group shall not:

a. Condition the participation of Group Practitioners, or other individual or entities engaged by Group to perform functions or services related to its participation with the Company, on referrals of Federal health care program business that Group knows or should know is being (or would be) provided to Beneficiaries who are not assigned to the Company under the MSSP.

b. Require that Beneficiaries be referred only to Participating Providers or to any other provider or supplier, except that this prohibition does not apply to referrals made by employees or contractors who are operating within the scope of their employment or contractual arrangement to the employer or contracting entity, provided that the employees and contractors remain free to make referrals without restriction or limitation if the Beneficiary expresses a preference for a different provider, practitioner, or supplier; the Beneficiary's insurer determines the provider, practitioner, or supplier; or the referral is not in the Beneficiary's best medical interests in the judgment of the referring party. 42 C.F.R. § 425.305(b)(1) and (2).

**EXHIBIT B**

**DISCLOSURE OF GROUP AND  
GROUP PARTICIPANTS' SHARED SAVINGS INITIATIVES**

## **Business Associate Agreement**

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made by and between Privia Quality Network I, LLC, 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**, the Parties hereto have caused this BAA to be executed as of the day and year first written above.

**PRIVIA QUALITY NETWORK I,  
LLC**

**[GROUP NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_