



**TRANSFORMING CLINICAL PRACTICE INITIATIVE (TCPI)
PRACTICE TRANSFORMATION NETWORK (PTN) PARTICIPATION AGREEMENT**

This TCPI Participation Agreement/Practice Transformation Network ("**Agreement**") is entered into by and between the National Rural Accountable Care Consortium ("**Consortium**") and _____, Tax Identification Number ("**TIN**") _____ ("**Participant**").

RECITALS

A. The Transforming Clinical Practice Initiative ("**TCPI**") is designed to help clinicians achieve large-scale health transformation. The initiative is designed to support more than 140,000 clinician practices over the next four years in sharing, adapting and further developing their comprehensive quality improvement strategies. The TCPI project period begins September 29, 2015 and ends no later than September 28, 2019.

B. The Consortium is a non-profit organization that supports healthcare transformation. The primary aim of the Consortium is practice transformation to improve care, reduce unnecessary healthcare costs, and improve patient satisfaction, all while also improving the financial performance and sustainability of health systems.

C. The Consortium has received a four-year cooperative agreement from the Centers for Medicare and Medicaid Services ("**CMS**") for up to \$31 million to implement the TCPI program. The Consortium will assist communities in preparing for and participating in the new value-based payment models through the TCPI program.

D. The Participant owns or operates a clinician practice that bills Medicare for and desires to participate in the TCPI through the Consortium in order to develop the tools, skills and knowledge necessary to successfully participate in shared savings programs and other alternative payment models.

NOW, THEREFORE, in consideration of the mutual and respective terms, covenants and agreements contained herein, and intending to be legally bound, the Consortium and the Participant agree as follows:

**ARTICLE I
AGREEMENT**

The Participant and Consortium hereby agree and contract that the Participant shall be a participant in the Consortium's TCPI program. The Consortium and Participant agree to work collectively and collaboratively with other participants of the Consortium's TCPI program to develop the tools, skills and knowledge needed for the Participant and other participants to successfully participate in shared savings programs and other alternative payment models. Participant agrees to comply with all the applicable terms of this Agreement, and any Exhibit referred to herein. The term of this Agreement shall start on the date this Agreement is signed by the Participant.

**ARTICLE II
CONSORTIUM OBLIGATIONS**

2.1 **General Obligations.** Consortium will assist the Participant and its clinicians to develop the tools, skills and knowledge needed for the Participant and its clinicians to successfully participate in shared savings programs and other alternative payment models. Using its technical systems and quality improvement programs, Consortium will assess, educate, and prepare the Participant and its clinicians by providing infrastructure and peer-supported education and training.

2.2 **Care Coordination Program.** Consortium will assist the Participant with the organization and start-up of the Participant's care coordination program. Consortium will provide training and support for the Participant's practice care coordinator and will provide care coordination mentors and coaches for the Participant's care coordinator and clinicians. Consortium will also assist Participant with Participant's billing of Medicare for covered care coordination services through provision of education and resources.

2.3 **Quarterly Workshops and Webinars.** Consortium will provide quarterly workshops, and webinars designed to improve patient experience, improve the quality of care, and lower the cost of healthcare for the Participant's patients. These workshops and webinars will cover a comprehensive curriculum addressing: population health management, patient engagement, the collection and reporting of quality and cost data, and the use of evidence-based medicine with rapid-cycle analysis of process and outcome measures to create accountability and to identify areas that need additional training and support.

2.4 **Data Warehouse and Information Technology Infrastructure.** Consortium will provide an information technology infrastructure for data analysis. Consortium will also provide integration of Participant's ambulatory electronic health record with a data warehouse for reporting and analysis through Lightbeam Health Solutions. The Participant shall be responsible for the development and operation of Participant's information technology infrastructure (including an electronic health record system).

2.5 **Performance Dashboards.** Consortium will provide to Participant quality dashboards, reports and analysis of process and outcome measures.

2.6 **Nurse Advice Line.** Consortium will provide access to a 24-hour nurse advice line for the practice's Medicare Beneficiaries.

2.7 **Reimbursement for Travel Expenses.** Consortium will reimburse the Participant for reasonable travel expenses incurred by Participant for its attendance at the quarterly meetings. Consortium 's reimbursement of travel expenses will be in accordance with its travel policy, as amended from time to time. A copy of Consortium's current travel policy is attached as Exhibit D.

ARTICLE III PARTICIPANT OBLIGATIONS

3.1 **General Obligations.** Participant and its clinicians will work with Consortium to develop the tools, skills, and knowledge the Participant and its clinicians will need to successfully participate in shared savings programs and other alternative payment models. Participant and its clinicians will actively participate in the processes, programs and initiatives developed by Consortium as a part of its TCPI program, if possible.

3.2 **Participant Care Coordinator and TCPI Program Coordinator.** Participant will assign a licensed professional to serve as the Participant's care coordinator. The Participant is responsible for all salary and benefit expenses for the Participant Care Coordinator. Consortium will assist Participant with Participant's billing of Medicare for covered care coordination services (which may cover the Participant's care coordinator salary and benefit costs).

3.3 **TCPI Program Coordinator.** Participant will designate an individual who will be the Participant's on-site contact and coordinator for the TCPI program activities. The Participant is responsible for all salary and benefit expenses for the Participant care coordinator and the Participant TCPI program contact.

3.4 **Attendance at Practice Redesign Workshops.** Participant shall send its practice manager(s) and care coordinator(s) to four one-day Consortium quarterly workshops per year so that the Participant can develop the knowledge and skills necessary to redesign workflows to optimize ambulatory quality performance. Related travel expenses will be reimbursed in accordance with the Consortium travel policy, as described above.

3.5 **Attendance at Divisional Leadership Meeting.** Participant shall send its executive and physician leadership to a one one-day designated Consortium Regional Meetings per year so that the Participant can develop the knowledge and alignment necessary to be successful under value-based payment models.

Related travel expenses will be reimbursed in accordance with the Consortium travel policy, as described above.

3.6 **Participation in Clinical Initiatives and Development of Processes.** The Participant and its clinicians will participate in quarterly Clinical Initiative webinars provided by the Consortium that support the TCPI national aims. These clinical initiatives will be approved by the Consortium evidence-based medicine committee prior to implementation. Participant will also develop the workflows and processes necessary to manage high-risk patients and optimize quality results.

3.7 **Reporting of Quality Data.** The Participant and its clinicians will participate in a practice assessment and will provide the quality and cost data requested by Consortium. The Participant and its clinicians will participate in the Merit-Based Incentive Program, where possible. If the Participant is a Rural Health Clinic or Federally Qualified Health Center, the Participant and its clinicians shall report requested quality data to Consortium using Lightbeam Health Solutions (or other information technology platform designated by Consortium).

3.8 **Integration of Information Technology Systems.** The Participant will cooperate and work with Consortium staff to integrate and interface the Participant's information technology system (including its electronic health and medical record system(s)) with Consortium's information technology system and data warehouse (Lightbeam Health Solutions).

3.9 **Reporting of Participation in a CMS Project.** The Participant shall disclose to Consortium whether the Participant or any of its clinicians are participating in another TCPI practice transformation network, or in a Medicare, Medicaid or CHIP value based payment program or demonstration project (collectively, a "**CMS Project**"). Specifically, Participant will inform Consortium if it or any of its clinicians are participating in a CMS or CMMI demonstration model (such as Comprehensive Primary Care Initiative, Medicare, Pioneer, or Medicaid accountable care organization, or bundled payment model) or other payment reform model. The Participant shall immediately notify Consortium if Participant or any of its clinicians become involved in any CMS Project.

3.10 **Reporting of Clinician Information.** The Participant shall provide to Consortium the National Provider Identifier ("**NPI**") and Provider Enrollment, Chain, and Ownership System ("**PECOS**") information for Participant and each of its clinicians. Participant will notify Consortium of any changes in the clinicians in the Participant's practice (new hires, resignations, or terminations) within 15 days of the change.

ARTICLE IV TCPI PROGRAM REQUIREMENTS

4.1 **Acknowledgement of Grant Participation and General Requirements.** The Participant and Consortium acknowledge and agree that Consortium is the recipient of TCPI funding, and that the services being provided by Consortium to Participant under this Agreement are paid for by the TCPI funding. As a consequence, this Agreement is subject to the terms and conditions of the TCPI Cooperative Agreement, Programmatic Terms, and Conditions (the "**Cooperative Agreement**"). The Participant agrees to comply with the applicable terms of the Cooperative Agreement, and to provide to Consortium such item or service necessary for Consortium to comply with the terms of the Cooperative Agreement. The Participant may be ineligible to participate in the TCPI if it is currently participating in a CMS Project, and cannot participate in more than one TCPI practice transformation network.

4.2 **TCPI Program Requirements.** Consortium and Participant agree to comply with the terms and requirements of Exhibit A, "**TCPI PROGRAM REQUIREMENTS,**" which by this reference is incorporated herein. The terms and requirements of this Article IV and Exhibit A shall survive the expiration or termination of this Agreement.

ARTICLE V TERM AND TERMINATION

5.1 **Term.** The term of this Agreement shall begin on the date the Participant executes this Agreement, and shall continue through September 28, 2019, unless terminated as provided for below. If CMS extends the TCPI, the term of this Agreement shall likewise automatically be extended.

5.2 **Termination.** Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated as provided for in Exhibit B, General Terms and Conditions, or elsewhere in this Agreement.

5.3 **Annual Review of Contracts.** Consortium and Participant acknowledge and agree that the Cooperative Agreement and related subcontracts, including this Agreement, are subject to annual review and approval.

**ARTICLE VI
EXHIBITS**

6.1 **General Terms and Conditions.** Consortium and Participant agree to comply with the terms and requirements of Exhibit B, "**GENERAL TERMS AND CONDITIONS**," which by this reference is incorporated herein.

6.2 **HIPAA Compliance.** Consortium agrees to the terms and requirements of Exhibit C, "**HIPAA Business Associate Assurances**," which by this reference is incorporated herein. Participant acknowledges that the TCPI OHCA constitutes an organized health care arrangement under HIPAA.

6.3 **Exhibits.** Exhibits A, B, C, and D are attached hereto and by this reference incorporated herein. If an Exhibit for any reason is not attached to this Agreement, each reference to the Exhibit that is missing shall be deemed to mean and incorporate that version of the missing Exhibit then in use by the ACO.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated below. Each individual signing below represents and warrants that she/he is a duly authorized individual with authority to bind her/his respective party.

CONSORTIUM

Signature

Name

Title

Date

PARTICIPANT

Signature

Name

Title

Date

Legal Entity Name

Participant Tax Identification Number

EXHIBIT A
TCPI PROGRAM REQUIREMENTS

1. **Excluded Providers.** Consortium cannot support, distribute funds, or provide items or services to providers, practices, sub-awardees, or any of their affiliated entities, that are suspended, debarred, declared ineligible or voluntarily excluded from federal grants or programs. The Participant represents and warrants that neither it, nor any of its clinicians, employees, or independent contractors, have been suspended, debarred, declared ineligible or otherwise voluntarily or involuntarily been excluded from any federal grant or program. Participant shall immediately notify Consortium of Participant's receipt of a notice of intent to exclude or actual notice of exclusion of Participant, or any of its clinicians, employees, or independent contractors, from any federal grant or program. As required by the Cooperative Agreement, Participant agrees that it and its providers will enroll in a CMS Support and Alignment Network ("**SAN**"), and shall provide to CMS and the SAN Participant's (and its clinician's) national provider identifier ("**NPI**"), employee identification number ("**EIN**") and other employee identifiers as necessary for CMS to perform its background check.

2. **Public Reporting.** The Participant acknowledges that the Cooperative Agreement imposes certain specific requirements with respect to statements, press releases or other documents describing the program funded (in whole or in part) by the TCPI funding. The Participant agrees not to make any announcement or issue any statement, press release or other document describing the Consortium TCPI program or its participation in the TCPI without first obtaining Consortium's review and written approval. The Participant may promote its successes under the TCPI program, but must account for and report to Consortium any royalties it or its clinicians receive. All publications, press announcements, posters, oral presentations at meetings, seminars or webinars, and any other information dissemination shall include a formal acknowledgement of the TCPI funding, using the format required by the Cooperative Agreement. During the term of this Agreement, and for six (6) months thereafter, Participant shall give Consortium ninety (90) days prior written notice of any formal presentation of any report or statistical or analytical material based on information obtained through the Consortium TCPI program.

3. **Project and Data Integrity.** At any phase in the TCPI project, including the project's conclusion, Consortium must deliver to CMS materials, systems, and other items used, developed, refined, or enhanced in the course of or under the TCPI funding. Consortium and Participant agree that CMS shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for federal government purposes.

4. **Reporting and Use of Data.** Consortium and Participant agree to report and provide all information and data required for participation in the TCPI. Such reporting obligation may include a run-out period that extends beyond the term of the Cooperative Agreement and/or this Agreement. All proprietary information and technology of Consortium and Participant are and shall remain the property of Consortium and Participant. The Participant shall ensure that the information and data it reports is accurate and complete. Consortium and Participant will maintain, use, and dispose of all data provided by CMS in accordance with the Cooperative Agreement and any data use agreement with CMS.

5. **Audits and Site Visits.** Consortium is required to cooperate with federal oversight and CMS' efforts to evaluate the TCPI program, which may include audits, surveys, site visits and interviews of or with Participant (including Participant's employees and clinicians). Participant agrees to cooperate and provide the access and information requested as a part of such audits, surveys, site visits and interviews, or as a part of an audit, survey, site visit or interview conducted by CMS or Consortium. For a period of three (3) years following the expiration or termination of this Agreement, Participant shall retain all books, records, documents, and other information in any way related to the Participant's participation in the TCPI and Consortium's TCPI program, and will provide access or copies of such books, records, documents and other information to CMS or Consortium as requested.

6. **Working with Other Participants.** Participant will work collaboratively with the individuals and entities that are participants in the Consortium TCPI program. Participant and its clinicians will work to disseminate and spread quality improvement and change methodologies, best practices and lessons learned on practice transformation. Participant will ensure that its clinicians are registered for TCPI associated List-Servs.

7. **Duplication of Efforts.** Participant will work with Consortium to prevent duplication of efforts that are funded by CMS or the federal government. Participant agrees to only participate in one Practice Transformation Network ("**PTN**") funded through TCPI.

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. **Termination of Agreement.** Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated as follows:

a. **Without Cause.** Either the Participant or Consortium may terminate this agreement at any time, without cause, by giving the other party ninety (90) days prior written notice of the termination.

b. **Termination of Cooperative Agreement.** This Agreement shall automatically terminate upon the expiration or termination of the Cooperative Agreement. Consortium may terminate this Agreement upon thirty (30) days prior written notice to Participant if the amount of TCPI funding awarded to, or received by, Consortium is reduced.

c. **Non-Performance.** If either of the parties' breach any of the material terms of this Agreement, and the breaching party fails to correct such breach within thirty (30) days after its receipt of written notice identifying the breach, the non-breaching party may terminate this Agreement by giving the breaching party a written notice of termination.

d. **Exclusion of Participant or Clinician.** Consortium may terminate this Agreement, effective as of the date specified in the notice of termination to Participant, upon Consortium's receipt of information indicating Participant has been suspended, debarred, declared ineligible or otherwise voluntarily or involuntarily been excluded from participation in any federal grant or program. Consortium may also terminate this Agreement pursuant to the terms of this Section if Consortium receives notice or information indicating that an officer, director, controlling employee or clinician of the Participant, has been suspended, debarred, declared ineligible, or otherwise voluntarily or involuntarily been excluded from participation in any federal grant or program, if the Participant has not immediately terminated its relationship with such officer, director, controlling employee or clinician.

e. **Participation in Practice Transformation Network or Other CMS Project.** Consortium may terminate this Agreement if the Participant becomes a participant in another practice transformation network, or if the Participant becomes ineligible to participate in the TCPI because the Participant becomes a participant in a CMS Project (other than the TCPI). Such termination shall be effective on the date specified in the notice of termination.

f. **As Otherwise Provided for in This Agreement.** This Agreement may also be terminated as otherwise permitted or provided for in this Agreement.

2. **Intellectual Property.** Subject to the rights of CMS and the federal government, if any, all right, title and interest, including but not limited to copyright, throughout the world, in and to all materials, systems processes, tools, and other items prepared, used, developed, refined, or enhanced by Consortium, during the term and any renewal terms of this Agreement, shall be vested solely and exclusively in Consortium, which for copyright purposes shall be deemed the author thereof. Consortium grants to Participant a nonexclusive, worldwide, royalty-free, perpetual, and irrevocable license to use and sublicense any materials, systems, processes, tools, or other intellectual property prepared, developed, refined, or enhanced by Consortium during the term of this Agreement. Participant grants to Consortium a nonexclusive, worldwide, royalty-free, perpetual, and irrevocable license to use and sublicense any materials, systems, processes, tools, or other intellectual property prepared, developed, refined, or enhanced by Participant during the term of this Agreement.

3. **Independent Contractor.** In performing their respective responsibilities and duties under this Agreement, it is understood and agreed that the Participant is at all times acting as an independent contractor

and not as a partner, joint venturer, employee, or agent of Consortium. Consortium shall neither have nor exercise any control or direction over the medical judgment of Participant's clinicians, or the methods or manner in which Participant and its employees or independent contractors perform professional services. The Participant shall be solely responsible for paying any compensation due its clinicians, employees, or independent contractors. The Participant shall be responsible for the withholding and payment of all applicable federal, state, and local taxes and for maintaining any insurance that may be required under applicable law.

4. **Consortium Not Engaged in Practice of Medicine and Participant's Continuing Responsibility to Patients.** The Consortium is not engaged in the practice of medicine or surgery and nothing in this Agreement shall be construed to designate Consortium as an entity engaged in the practice of medicine and surgery or in violation of any law, rule, regulation, statute, or common law prohibiting non-physicians from engaging in the unauthorized practice of medicine and surgery. Participant and its employees and independent contractors are responsible for the medical and surgical treatment of their patients and nothing in this Agreement shall be construed to limit or affect the Participant's responsibility to patients under applicable law and medical ethics.

5. **Insurance and Indemnification: Participant.** The Participant shall maintain general liability insurance, and professional liability insurance covering the acts of the Participant and its clinicians, under the terms of such commercial insurance policies as may be acquired by the Participant from time to time, or, at the Participant's option, under the terms of any self-insurance plan which the Participant may adopt from time to time. Such insurance coverage shall either be an occurrence type or a claims-made type with appropriate tail coverage. The Participant shall supply the Consortium with evidence of such insurance coverage upon request. The Participant shall provide Consortium with not less than thirty (30) days advance written notice of any cancellation, reduction or material change in the insurance required herein.

6. **Confidentiality.** Each party and its respective employees, agents, representatives, contractors, or other designees shall maintain in confidence all business and financial information of the other party not generally known to the public (the "**Confidential Information**"), including without limitation, the information the parties exchange during the term of this Agreement. Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party and through no fault of receiving party, (b) was known to the receiving party as of the time of its disclosure to the receiving party, (c) is independently developed by the receiving party without using information to which receiving party has access solely as a result of this Agreement, or (d) is subsequently learned from a third party. Each party shall use and disclose the Confidential Information of the other party only (i) as necessary to fulfill the purposes of this Agreement, (ii) as expressly permitted by this Agreement; (iii) with the prior written consent or authorization of the party that owns the Confidential Information; or (iv) as required by law. To the extent that the parties exchange Confidential Information, the parties expressly agree that any such information is the property of the party by whom it was disclosed.

7. **Binding Effect.** The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the Consortium and Participant, and their successors and permitted assigns. This Agreement is self-effectuating, but the parties agree to execute any other documents or agreements that either party may request to implement and effectuate the terms of this Agreement.

8. **Notices.** All notices and formal communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or when sent by registered or certified mail, or private next day mail, postage and/or charges prepaid, to the address provided by the party. Any such notice shall be deemed given on the date sent or deposited in a regularly maintained receptacle for the deposit of United States Mail or private next day mail service. Either party may change its address for purposes of this Agreement by giving the other party notice of such change in the manner provided above.

9. **Entire Agreement.** This Agreement, including any and all exhibits, attachments and addendums, represents the entire agreement and understanding between the parties relative to the subject matter hereof and supersedes, terminates and replaces all prior agreements and understandings, whether oral or written. Except as provided below, any amendments or modifications of this Agreement shall not be effective unless set forth in written agreement executed by both of the parties hereto. Consortium may unilaterally amend this Agreement, upon written notice to Participant, as necessary to comply with a requirement of law or federal regulatory agency, which includes, without limitation, the requirements of the TCPI and of the Cooperative Agreement. If Participant determines that such a unilateral amendment adversely affects the rights of the Participant under this Agreement, Participant may terminate this Agreement by delivering written notice of termination to Network within sixty (60) days after Participant receives notice of the amendment.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be treated as an original but all of which, collectively, shall constitute a single document.

11. **Construction/Interpretation.** The parties specifically agree that the terms of this Agreement have been fully and fairly bargained over by the parties. The parties specifically agree and covenant that this Agreement is not to be construed against one party or another by reason of the fact that this Agreement was drafted by one party or its legal counsel. Whenever necessary in this Agreement and where the context requires, the gender of words shall include the masculine, feminine and/or neuter, and the number of all words shall include the singular and the plural. The words "include", "including", or a variant thereof shall be deemed to be without limitation, and the word "or" is not exclusive.

12. **Severability.** If any term or provision of this Agreement is illegal, or the application thereof to any party or in any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

13. **Dispute Resolution.** Unless the Participant is a governmental entity legally prohibited from agreeing to this Section, any dispute arising out of or relating to this Agreement or the breach, termination, or validity hereof (collectively, a "**Dispute**") shall be settled as follows: the parties shall meet in a good faith attempt to resolve such matter or matters. If such meeting does not result in resolution, either party may, by notice to all other parties, require that both parties meet with an independent facilitator or mediator, who shall be designated by agreement of the parties, to resolve the disputed matter or matters. Any and all fees or costs of such facilitation or mediation shall be shared as determined by the facilitator or mediator. If unsuccessful, then the dispute shall be settled by arbitration in the capitol city of the State in which the Participant has its principal place of business, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. The award entered by the arbitrator(s) shall be final and binding on all parties to the arbitration. Each party shall bear its respective arbitration expenses and shall share the arbitrator's charges and expenses (as determined by the arbitrator(s)).

EXHIBIT C
HIPAA BUSINESS ASSOCIATE ASSURANCES

THESE HIPAA BUSINESS ASSOCIATE ASSURANCES (“*Assurances*”) are effective as of October 1, 2015, by National Rural Accountable Care Consortium (“*Consortium*” or “*Business Associate*”), to the participants in Consortium's Transforming Clinical Practice Initiative/Practice Transformation Network (“*TCPI*”) and the TCPI Organized Health Care Arrangement (collectively, “*Covered Entity*”).

WHEREAS, Consortium is a non-profit organization that operates the TCPI pursuant to an agreement with and funding from the Centers for Medicare and Medicaid Services (“*CMS Agreement*”) to support rural healthcare transformation by improving care, reducing unnecessary healthcare costs, improving patient satisfaction, and improving the financial performance and sustainability of rural health systems;

WHEREAS, participants in the TCPI have entered into agreements with Consortium to participate in the TCPI (each, a “*TCPI Agreement*”);

WHEREAS, the TCPI Organized Health Care Arrangement (“*TCPI OHCA*”) is an organized health care arrangement consisting of participants in the TCPI that are covered entities; and

WHEREAS, Consortium may perform business associate functions when it accesses, creates, receives, maintains, or transmits protected health information on behalf of the TCPI OHCA (“*PHI*”), pursuant to the TCPI Agreements.

NOW, THEREFORE, when Business Associate is functioning in the capacity as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in these Assurances.

1. **Definitions.** For purposes of these Assurances, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act (“*HIPAA*”), the Health Information Technology for Economic and Clinical Health Act (“*HITECH*”), and any amendments or implementing regulations (collectively, “*HIPAA Rules*”).

2. **Compliance with Applicable Law.** Beginning with the relevant effective dates, Business Associate shall comply with its obligations under these Assurances and with all obligations of a business associate under the HIPAA Rules as they exist at the time these Assurances are executed and as they are amended, for so long as these Assurances are in place.

3. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to Covered Entity pursuant to the terms of the TCPI Agreements, the CMS Agreement and as required by law. Business Associate may also use and disclose PHI (a) for its own proper management and administration, and (b) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI. Business Associate may use PHI to perform data aggregation and create de-identified information.

4. **Limitations on Use and Disclosure of PHI.** Business Associate shall not use or disclose PHI in any manner that is not permitted by these Assurances or that would violate Subpart E of 45 C.F.R. 164 (“*Privacy Rule*”) if done by Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule and shall be consistent with Covered Entity's minimum necessary policies and procedures.

5. **Required Safeguards To Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 (“*Security Rule*”) with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of these Assurances.

6. **Reporting to Covered Entity.** Business Associate shall report to Covered Entity: (a) any use or disclosure of PHI not provided for by these Assurances of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 CFR Subpart D of 45 C.F.R. § 164 ("**Breach Notification Rule**"); and (c) any security incident of which it becomes aware.

7. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same restrictions, conditions, and requirements that apply to Business Associate under these Assurances with respect to such PHI.

8. **Access to PHI.** Upon request by Covered Entity or an individual for access to PHI about the individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI, as required by 45 C.F.R. § 164.524.

9. **Amendment of PHI.** Upon request by Covered Entity or an individual for the amendment of the individual's PHI contained in a Designated Record Set, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526.

10. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

11. **Accounting of Disclosures.** Upon request by Covered Entity or an individual for an accounting of disclosures of the individual's PHI, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request, as required by 45 C.F.R. § 164.528.

12. **Other Obligations.** To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to Covered Entity in the performance of such obligations.

13. **Qualified Service Organization.** Business Associate acknowledges that it may be a Qualified Service Organization ("**QSO**"), as defined in 42 C.F.R. § 2.11, with regard to the services provided to Covered Entity. Disclosures by Covered Entity to a QSO that describe any personally identifiable alcohol or drug abuse diagnosis, treatment, or referral for treatment do not require written consent. However, Business Associate acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with these alcohol and drug abuse patient records, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records (found at 42 C.F.R. Part 2) ("**Confidentiality Regulations**"). Under these regulations, certain PHI may not be disclosed or re-disclosed without the patient's written consent, even though such disclosure or re-disclosure might be permitted by HIPAA or other laws. Business Associate will also resist in judicial proceedings any efforts to obtain applicable PHI except as permitted by the Confidentiality Regulations.

14. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

15. **Breach of Contract by Business Associate.** Covered Entity may terminate the TCPI Agreement if Covered Entity determines that Business Associate has violated a material term of these Assurances.

16. **Effect of Termination of TCPI Agreement.** Upon the termination of a TCPI Agreement for any reason, the terms and conditions of these Assurances shall survive termination until such time as all PHI has been returned, de-identified or otherwise destroyed. If such return or destruction is not feasible, Business Associate shall notify Covered Entity, extend the protections of these Assurances, and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible.

17. **Third Party Rights.** The terms of these Assurances do not grant any rights to any parties other than Business Associate and Covered Entity.

18. **Changes in the Law.** The parties shall amend these Assurances to conform to any new or revised legislation, rules, and regulations to which the parties are subject.

19. **Conflicts.** If there is any direct conflict between the TCPI Agreement and these Assurances, the terms and conditions of these Assurances shall control. These Assurances shall replace any prior business associate agreement between the parties or business associate assurances provided by Business Associate.

EXHIBIT D
TRAVEL AND EXPENSE POLICY

The Practice Transformation Network participant is eligible for reasonable reimbursement for travel expenses associated with TCPI-required travel to quarterly Quality Improvement Workshops.

Reimbursement is for up to three (3) attendees per enrolled Tax Id Number regardless of number of clinics. Reasonable travel reimbursement will include meals according to the U.S. General Services Administration (GSA) per diem and mileage. If your facility is over 250 miles from your Quality Improvement Workshop, airfare and hotel accommodation for one night may be optionally submitted for reimbursement.

All reimbursement must be submitted using NRACC's Standard Reimbursement Template (download [HERE](#)) within 30 days of costs incurred. For your reference, please find the GSA Per Diem Guide on our [Pre-Launch Resources page](#) or download [HERE](#). To submit for reimbursement following your travel, you will fill out and send our Standard Template Invoice to AccountsPayable@CaravanHealth.com. If you have any further questions, please contact QIWorkshops@CaravanHealth.com.