

## CARE DELIVERY ALLIANCE

### MASTER MEMBERSHIP AGREEMENT

THIS MASTER MEMBERSHIP AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a physician duly licensed to practice medicine or osteopathy in the State of Florida ("Physician") who is an employee, partner, owner, in \_\_\_\_\_ medical practice and CARE DELIVERY ALLIANCE, L.L.C. ("CDA").

#### RECITALS

A. CDA is a health care delivery network, which arranges for the provision of health care services through its members and other providers that CDA has engaged;

B. CDA pursues contracts with third party payors to arrange for the delivery of health care services by its Participating Providers (defined below) pursuant to Products (defined below); and

C. Physician desires to become a Participating Physician (defined below) and to participate in arrangements entered into by CDA on Physician's behalf with third party payors that involve Products.

#### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

##### **1. DEFINITIONS**

For the purpose of this Agreement and each Product Description, the following terms shall have the meanings specified, unless defined otherwise in the Product Description.

**1.1. "Covered Person"** means an individual who has entered into, or on whose behalf there has been entered into, an agreement with a Payor or CDA for the provision of Covered Services to the individual in accordance with the applicable Product.

**1.2. "Covered Services"** means those health care services Covered Persons are entitled to receive, which shall be identified in the Payor Contract with respect to a Product.

**1.3. "Medically Necessary"** means those health care services required to preserve and maintain the health of an individual, including without limitation, a Covered Person, in accordance with acceptable standards of medical practice and received in an appropriate setting.

**1.4. "Non-Risk Product"** means a Product under which Participating Providers are reimbursed on a fee-for-service basis and does not involve (a) financial risk to CDA and/or Participating Providers based on the cost or utilization of health care services, or (b) clinical integration initiatives among CDA and Participating Providers to monitor and improve

performance. A Product involving financial risk and/or clinical integration shall be considered a Risk Product.

**1.5. “Participating Hospital”** means (a) each hospital owned or operated by Leesburg Regional Medical Center, Inc. or The Villages Tri-County Medical Center Inc., and (b) any other hospital that has been engaged by CDA to provide Covered Services to Covered Persons.

**1.6. “Participating Physician”** means a primary care or specialist physician who has been engaged by CDA to provide Covered Services to Covered Persons in accordance with this Agreement.

**1.7. “Participating Provider”** means a Participating Physician, Participating Hospital, or other health care professional or facility engaged in the delivery of health care that has been engaged by CDA to provide Covered Services to Covered Persons.

**1.8. “Payor”** means any third party payor or combination of third party payors, including but not limited to, Blue Cross Blue Shield of Florida, an insurance company, self-funded employer, HMO, PPO, multiple employer trust, or union trust, that has entered into a Payor Contract with CDA. The term “Payor” includes federal, state and local governments in connection with health care services to individuals covered by governmental health programs, such as Medicare and Medicaid.

**1.9. “Payor Contract”** means the written agreement entered into between CDA and a Payor that identifies the terms of the arrangement under which (a) CDA will arrange for the provision of Covered Services to Covered Persons by Participating Providers; and (b) the Payor will reimburse or pay CDA and/or Participating Providers for providing such Covered Services.

**1.10. “Product”** means a health plan arranged by CDA or Payor that utilizes Participating Providers to render Covered Services to Covered Persons under terms and conditions described in the applicable Product Description.

**1.11. “Product Description”** means the written description of a Product, which may be made available for Physician’s participation in CDA’s sole discretion. Product Description includes the relevant terms and conditions of the applicable Payor Contract pursuant to which Participating Providers provide Covered Services to Covered Persons enrolled in that Product and includes, without limitation, a description of any risk sharing arrangement agreed upon in the applicable Payor Contract.

**1.12. “Programs”** mean, collectively, the Quality Management Program and the Utilization Management Program established and implemented by CDA or Payor to review, evaluate and improve the quality of patient care services and ensure appropriate Medically Necessary services are provided by Participating Providers in the most efficient manner and setting.

**1.13. “Risk Product”** means a Product that involves either (a) financial risk to CDA and/or Participating Providers based on the cost or utilization of health services, or (b) clinical integration initiatives by CDA and Participating Providers to monitor and improve performance. Risk Products are limited to those Products under which CDA and Participating Providers are considered economically or clinically integrated under applicable antitrust principles.

## **2. RELATIONSHIP AMONG CDA, PHYSICIAN AND COVERED PERSONS**

**2.1 Physician’s Authorized Agent for Limited Purposes.** Physician hereby authorizes CDA to offer Physician’s services to Payors and to contract with Payors on Physician’s behalf subject to the terms and conditions set forth in this Agreement. CDA may determine the prospective Payors and the provider panels for particular Products that are appropriate for inclusion of Physician. Where Physician has been selected by Payor to be offered the terms of a particular Product, CDA shall furnish upon Physician’s request a Product Description that sets forth a summary of the terms proposed by the Payor.

### **2.1.1 Payor Financial and Other Contractual Provisions.**

**(a) Risk Products.** Physician authorizes CDA to negotiate on Physician’s behalf payment and risk sharing terms with respect to Risk Products.

**(b) Non-Risk Products.** CDA is not authorized to negotiate, and CDA shall not negotiate, payment or other business terms on behalf of Physician with respect to Non-Risk Products.

**(c) Facilitation.** CDA may facilitate communications between Physician and Payors by obtaining, clarifying and conveying to Physician and to Payors information regarding proposed Payor Contracts. Physician may individually and independently communicate with Payors regarding payment and other business terms for Non-Risk Products as well as for risk-based and other arrangements that are not Risk Products involving CDA.

**(d) Antitrust Compliance.** In connection with the negotiation of Payor Contracts, Physician and CDA agree to adhere to the Antitrust Guidelines of Exhibit A to this Agreement, as may be amended from time to time. .

### **2.1.2 Participation in Payor Contracts.**

**(a) Product Descriptions for Payor Contracts.** CDA shall furnish Physician with reasonable notice of Payor Contracts, with respect to which Physician has been selected to participate, through the issuance of Product Descriptions. All material terms shall be described in the Product Description prepared by CDA for the particular Product. Physician shall be permitted to accept or reject any Product Description that CDA has forwarded to Physician. Rejection shall be valid only if in writing and received by CDA

within twenty-one (21) days. Physician's failure to affirmatively reject the Product Description in writing within the applicable time period shall be deemed Physician's acceptance of participation in the Payor Contract.

**(b) Physician's Standing Fee Schedule.** Physician acknowledges that certain prospective Payors may desire to review provider fee schedule proposals as the basis for constructing a fee schedule for a Product or otherwise entering into an arrangement with CDA. If requested by CDA, Physician shall furnish to CDA, in advance, a fee schedule or conversion factor (e.g., a percentage of the Medicare Resource Based Relative Value Scale) that represents the minimum payment that Physician will accept from a Payor offering a Non-Risk Product or a Risk Product ("**Standing Fee Schedule**"). CDA shall not release or otherwise disclose Physician's Standing Fee Schedule to any third party other than a prospective Payor that has entered into negotiations with CDA for a Non-Risk Product or a Risk Product. By furnishing the Standing Fee Schedule to CDA, Physician hereby authorizes CDA to bind Physician to participate in those arrangements between CDA and a Payor whereby Payor accepts the terms of Physician's Standing Fee Schedule or offers more favorable terms. A prospective Payor shall be entitled to submit a proposal to Physician that is lower or less favorable than the fee/rates proposed by Physician pursuant to the Physician's Standing Fee Schedule.

**2.2 Non-Exclusivity.** This Agreement and the limited agency authority it confers upon CDA under Section 2.1 above is non-exclusive. Physician may negotiate, participate and contract with other physician-hospital organizations, preferred provider organizations, health maintenance organizations, managed care organizations, insurance companies, accountable care organizations, and other arrangements.

**2.3 Termination of Existing Contracts.** In the event Physician has an existing contract with a Payor (either directly or through another health delivery network), Physician agrees to cooperate with CDA concerning the continuation or termination of Physician's existing contract if (a) CDA and the Payor enter into a Payor Contract; and (b) Physician is to be a Participating Provider under such Payor Contract pursuant to Section 2.1 above. Nothing herein shall be deemed to require Physician to take any action that is not permitted to be taken under Physician's existing contract with Payor including the notice period.

**2.4 Independent Contractors.** Physician and CDA are independent legal entities. Except for the limited agency set forth in Section 2.1 above, nothing in this Agreement shall be construed or deemed to create between them any relationship of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties. No party hereto, nor the respective agents or employees of such party, shall be required to assume or bear any responsibility for acts or omissions, or any consequences thereof of the other party under this Agreement. No party hereto, nor a party's respective agents or employees, shall be liable to other persons for any act or omission of the other party in performance of their respective responsibilities under this Agreement.

**2.5 Physician/Patient Relationship.** Physician shall have the sole right and responsibility to create and maintain a physician/patient relationship with each Covered Person that Physician treats. Physician shall be solely responsible for all aspects of medical care and treatment of each Covered Person that Physician treats within the scope of Physician's professional competence and license, including the quality and levels of care and treatment that the Physician furnishes each Covered Person. Physician acknowledges that Physician has an independent responsibility to provide medical care to Covered Persons and that no action by CDA or a Payor shall absolve Physician of the responsibility to provide appropriate medical care to Covered Persons that the Physician treats.

**2.6 System-Wide Coordination of Care.** In participating through CDA in Payor Contracts and in collaborating with CDA and others of CDA's provider constituents for purposes of promoting more effective clinical integration and enhanced quality and efficiency in the provision of medical services, Physician and CDA recognize the importance of coordinating the continuum of care provided to Covered Persons. To promote this objective, Physician agrees that, to the maximum extent permitted by applicable law and subject to patient preference, Physician will give priority to coordinating the care of a Covered Person (a) with those specialist physicians who are Participating Physicians and who are participating providers with the Payor through which the Covered Person obtains coverage, if such specialist physicians are cost and quality competitive with other physicians whose services are available to the Covered Person under the Covered Person's coverage plan, and (b) for hospital services, with a hospital and/or other hospitals that are Participating Hospitals and participating providers with the Payor through which the Covered Person obtains coverage, if such hospitals are cost and quality competitive with other hospitals whose services are available to the Covered Person under the Covered Person's coverage plan. Nothing in this Section 2.6 shall be deemed to require any referral by Physician of Covered Persons to any specialty physician or to any hospital described in this Section 2.6.

### **3. PHYSICIAN COVENANTS RELATING TO PARTICIPATION IN CDA**

**3.1 Provision of Services.** Physician agrees to provide to Covered Persons those Covered Services that Physician is licensed and credentialed to provide and which Physician normally provides to Covered Persons. Physician agrees to ensure that continuous health care coverage is available to Covered Persons on a twenty-four (24) hour per day, seven (7) day per week basis; *provided* Physician shall not be required to open Physician's office, except during regular business hours, and Physician may provide such continuous health care coverage through coverage arrangements consistent with this Agreement. Physician agrees to render Covered Services to Covered Persons as specifically delineated in each Payor Contract and in accordance with any pre-authorization of referral requirements and admission protocols set forth by CDA or in the applicable Payor Contracts (except in cases of emergency services) and in accordance with all Programs.

**3.1.1 Primary Care Physicians.** If Physician is a primary care physician, Physician shall coordinate the provision of Covered Services with other Participating Providers and monitor all Covered Services received by Covered Persons that Physician treats.

**3.1.2 Specialist Physicians.** If Physician is a specialist physician, Physician shall (a) provide Covered Services to Covered Persons who are referred to Physician pursuant to the policies and procedures of CDA and Payors; (b) when required by Payor Contracts or CDA, consult with a Covered Person's primary care physician prior to implementing any proposed course of treatment; and (c) submit to the Covered Person's primary care physician regular written treatment and progress reports based upon Physician's consultations and treatment.

**3.2 Compliance with Laws and Programs.** Physician shall comply with all applicable federal, state and local laws, rules and regulations regarding the provision of Covered Services. Physician agrees to comply fully with and to participate in the implementation of policies, procedures and protocols applicable to any Product, which are Programs established by CDA and/or Payor to promote quality medical care and to control the cost and utilization of medical services. Policies, procedures and protocol as include, without limitation, those relating to (a) quality assurance; (b) credentialing; (c) utilization review and medical management, (d) claims payment and review, including electronic submission of claims; and (e) Covered Person grievances. Physician agrees to abide by the determination of CDA or the applicable Payor, as appropriate, on all matters arising from Physician's performance or non-performance under this Agreement. Physician agrees to cooperate with CDA and/or Payor, as appropriate, in conducting on-site office reviews of Physician's practice, including medical record inspections.

**3.3 Quality Management and Utilization Review.** CDA shall establish, or arrange for the establishment of, systems for utilization review, quality assurance and peer review to promote adherence to accepted medical treatment standards. Physician agrees to (a) participate in good faith as requested and abide by all applicable peer review and Programs of CDA and Payor that are compliant with applicable law; (b) provide clinical data and other information as is reasonably necessary to permit CDA and Payor to conduct utilization review, including such reports as CDA or Payor shall reasonably request on a regular or as-needed basis; and (c) use best efforts to notify CDA of material quality and utilization issues concerning all patients, including, without limitation, Covered Persons.

**3.4 Performance Standards.** CDA may adopt Programs and criteria to measure clinical quality, as well as resource utilization and cost effectiveness. Physician agrees to comply with performance standards as CDA shall from time to time establish.

**3.5 Standard of Practice.** Physician agrees to conduct Physician's practice in accordance with recognized standards in the health care community, and to ensure that health care services are provided in accordance with CDA's objectives of comprehensive, quality care, cost containment and effective utilization of inpatient, ambulatory, and

emergency services. Physician shall render Covered Services to Covered Persons in the same manner, in accordance with the same standards and within the same time availability as Physician offers other patients. Physician shall not in any way discriminate or differentiate between Payor's Covered Persons and Physician's other patients.

**3.6 Network Rosters, Provider Directories and Marketing.** Physician authorizes CDA and/or Payors to include Physician's name, address, telephone number, medical specialty, medical education information, Participating Hospital affiliations, and other appropriate information in provider directories or similar material approved by CDA, which may be included in various marketing and consumer education materials. Physician agrees to afford CDA and Payors the same opportunity to display brochures, signs, or advertisements in Physician's office(s) as Physician affords any third party. Physician agrees not to use CDA's name and Physician's status under this Agreement in any form of advertisement or publication without prior written permission of CDA.

**3.7 Membership Fee.** CDA acknowledges receipt from Physician of a membership fee submitted either with this Agreement or with a prior membership agreement. The membership fee is nonrefundable and, subject to CDA's Operating Agreement, other governing documents and policies, entitles Physician to be a member of CDA and to participate in health service arrangements made available through CDA. Physician agrees to pay any additional membership fees or other fees as may be reasonably determined by CDA to be necessary to maintain CDA as a self-sustaining entity. In the event an additional membership or other fee is established, CDA shall invoice Physician for the amount of such fee. Failure on the part of Physician to remit payment to CDA within thirty (30) days of receipt of invoice shall constitute a material breach of this Agreement. In the event Physician fails to pay the applicable membership fee or any other fee established by CDA, CDA may, in addition to such other rights and remedies that may exist under the law or this Agreement, offset future payments owed to Physician under Payor Contracts or otherwise.

**3.8 Insurance.** Physician shall secure and maintain, at Physician's expense throughout the term of this Agreement, commercially available policies of general commercial liability insurance and professional liability insurance. with limits of occurrence and aggregate amounts as are normal and customary in the Physician's medical practice and geographical area. Upon CDA's request, Physician shall provide CDA with copies of such policies or other evidence of compliance with the foregoing insurance requirements acceptable to CDA. If any insurance policies required by this Agreement are terminated, Physician shall immediately notify CDA and, if such insurance provided "claims made" coverage, Physician shall immediately purchase "tail" coverage necessary to continue such insurance coverage, which meets all of the requirements of this Section 3.8.

**3.9 Physician Competence.** Physician authorizes CDA to consult with Payors, insurers, hospitals, health centers, individuals, other healthcare providers, educational institutions and others for purposes of credentialing Physician. Physician hereby releases

from any and all liability (a) CDA and all CDA directors, officers, employees, agents and representatives for their acts performed in good faith, without malice and in the reasonable belief that such acts were warranted in connection with evaluating Physician, including CDA's disclosure of credentialing and other professional information about Physician to Payors or healthcare providers; and (b) all individuals and organizations providing information in good faith, without malice and in the reasonable belief that such acts were warranted concerning Physician's competence, ethics, character, interpersonal skills and other qualifications for CDA membership and participation, including otherwise privileged or confidential information. Physician agrees to document releases as provided in this Section 3.9 in such form as CDA may require from time to time.

**3.10 Representations and Warranties.** Physician hereby warrants and represents that, at all times during the term of this Agreement including any renewal term, Physician shall:

(a) be duly licensed (without limitation or restriction) and registered to practice medicine or osteopathy in the State of Florida;

(b) have active. or active ambulatory medical staff privileges at a Participating Hospital or courtesy medical staff privileges with admitting privileges at a Participating Hospital (unless by virtue of Physician's specialty, admitting privileges are not appropriate);

(c) either (i) be board certified in Physician's specialty by an organization recognized by either the American Board of Medical Specialties or the American Osteopathic Association; or (ii) obtain board certification after completion of Physician's residency within the time frames established by the respective certifying board or the Participating Hospital's medical staff bylaws;

(d) hold and maintain currently valid, unrestricted Drug Enforcement Agency ("DEA") certification and controlled substance registrations;

(e) maintain professional liability (malpractice) insurance coverage in such amounts and type as required by applicable Participating Hospitals' medical staff bylaws, rules or regulations in effect from time to time, and Section 3.9 above, and on request furnish evidence of such coverage to CDA and any Payor;

(f) satisfy such other credentialing requirements and conditions as CDA may from time to time establish; and

(g) not be suspended or excluded from participation in Medicare, Medicaid or other federal health care programs by the Department of Health and Human Services' Office of Inspector General.



**3.11 Disclosure.** Physician shall immediately inform CDA if:

(a) Any representation or warranty described in Section 3.10 above at any time ceases to be true, complete and accurate.

(b) Physician is determined to have engaged in fraud, dishonesty or other acts of misconduct in the rendering or reimbursement of medical services by an appropriate jurisdictional body, whether a court or administrative tribunal.

(c) Any material adverse action is taken against the Physician by any local, state or national medical society or any governmental agency.

(d) Physician is convicted of a criminal offense related to health care or related to the provision of services paid for by Medicare, Medicaid or another federal health care program, or Physician is excluded from participation in Medicare, Medicaid or another federal health care program.

(e) Physician retires or moves Physician's medical practice out of Participating Hospitals' service areas.

(f) Physician develops or suffers from an illness, condition or disability that impairs Physician's ability to provide Covered Services to Covered Persons.

**3.12 Patient-Centered Medical Home.** If Physician is a primary care physician, Physician shall, with the assistance of CDA, use commercially reasonable efforts to become a patient-centered medical home recognized or accredited by the National Committee for Quality Assurance ("NCQA"), URAC (formerly Utilization Review Accreditation Commission), Joint Commission ("JC") or the Accreditation Association for Ambulatory Health Care ("AAAHHC").

**3.13 Additional Agreements.** Physician shall take any additional actions and shall execute any additional agreements reasonably requested by CDA or Payors. Physician acknowledges that some Payors may require Physician to execute separate participation agreements with such Payors. Physician agrees to execute such separate participation agreements so long as the terms of such agreements have been reviewed and approved by CDA and are consistent with the Payor Contract.

**4. PHYSICIAN COMPENSATION**

**4.1 Payment and Release.**

**4.1.1 Payment.** Physician agrees to accept, as payment in full for Covered Services provided to Covered Persons, the fees or rates set forth in the applicable Payor Contract.

**4.1.2 Release.** Unless the Payor Contract provides otherwise, Physician understands and agrees that CDA is not responsible for payment, compensation or reimbursement due under any Payor Contract, and that Physician will look solely to Payor for payment. In the event the Payor Contract results in payment being made to CDA for the purpose of paying Participating Providers, CDA shall make payment to Participating Providers in accordance with the methodology or distributions approved by the CDA Board of Managers.

**4.1.3 Risk and Incentive Program Sharing.** Physician agrees that, with respect to Risk Products and incentive programs associated with Non-Risk Products, CDA may establish risk sharing methodologies and allocations of surpluses and deficits (collectively, "**Incentive Model**") aside from, and/or in addition to, whatever risk sharing or incentive arrangement has been agreed upon in the applicable Payor Contract. The CDA Board of Managers shall approve any Incentive Model. Physician agrees to accept Physician's distribution under an approved Incentive Model as payment in full and shall not look to CDA or any other party for further payment. Physician agrees to accept Physician's share of financial responsibility under an approved Incentive Model. In the event Physician fails to pay Physician's share of any financial responsibility, CDA may, in addition to such other rights and remedies that may exist under the law or this Agreement, offset future payments to Physician under (a) the Payor Contract to which the Incentive Model relates, (b) any other Payor Contract, (c) any distribution under any other approved Incentive Model, or (d) otherwise.

**4.2 Covered Person Hold Harmless.** Unless the requirement is expressly waived in the applicable Payor Contract and except for applicable cost-sharing obligations of a Covered Person applicable to Covered Services furnished to the Covered Person, Physician agrees that in no event, including but not limited to, nonpayment, the applicable Payor's insolvency, or breach of this Agreement, shall Physician bill, charge, collect a deposit from, seek payment, compensation, remuneration, or reimbursement for Covered Services from, or have any recourse against, a Covered Person or any person who may be acting on a Covered Person's behalf, other than the applicable Payor. This Section 4.2 shall not prohibit collection of supplemental charges or copayments, deductibles, co-insurance or other cost-sharing amounts that are the obligation of the Covered Person in accordance with the terms of an applicable Product Description. Physician agrees that (a) the hold harmless provision in this Section 4.2 shall survive the termination of this Agreement regardless of the cause, and shall be construed to be for the benefit of Covered Persons, and (b) the hold harmless provision in this Section 4.2 supersedes any oral or written contrary agreement now or hereafter entered into between Physician and any Covered Person or any persons acting on a Covered Person's behalf.

## **5. RECORDS AND CONFIDENTIAL INFORMATION**

**5.1 Inspection of Records.** Physician agrees that CDA and Payors shall have the right, upon request and, with respect to medical records, upon presentation of a patient

release if required under HIPAA or other applicable regulation or law (the release on a Payor's enrollment form to be sufficient), to inspect at all reasonable times and have copied, any accounting, administrative, and medical records and other Protected Health Information maintained by Physician pertaining to the Covered Persons or to Physician's participation under this Agreement. Physician agrees to cooperate with CDA and any state or federal agency in making available, and in arranging or allowing inspection of, such records, including Protected Health Information, as may be required under state or federal law. Subject to applicable confidentiality requirements, Physician will make Covered Persons' medical records available to Payors, which furnish, arrange for or pay for Covered Services for those Covered Persons, for purposes of assessing quality of care and Medical Necessity, risk adjustment, and other Health Care Operations. The access to, use and disclosure of records granted hereunder shall survive the termination of this Agreement and, to the extent that such records include Protected Health Information, shall be subject to the provisions of the Business Associate Contract attached as Exhibit B to this Agreement.

**5.2 Confidential Information.** Physician agrees that all Confidential Information, except medical records and other Protected Health Information of Covered Persons, is the exclusive property of CDA and that Physician has no right, title, or interest in the same. Physician agrees to protect Confidential Information against unauthorized disclosure. As used in this Section 5.2, "Confidential Information" means proprietary business information of CDA or of any member of CDA, including without limitation trade secrets, information pertaining to costs or charges with respect to any CDA member, and such other information relating to CDA or any member that is not of public record or within the public domain, *provided* that Confidential Information does not include Covered Persons' or others' Protected Health Information. Nothing in this provision should be construed as prohibiting Physician from sharing information with a patient regarding the patient's medical care or treatment, including the provision of health care services which may or may not be a Covered Service and Confidential Information shall exclude Physician's Protected Health Information.

**5.3 Protected Health Information/Business Associate Relationship.** It is the intention of the parties that the use and disclosure of Protected Health Information by and among Physician, CDA and Payors be consistent with the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, "HIPAA"). In furtherance of the foregoing and not by limitation, Physician and CDA shall adhere to the terms of the Business Associate Contract attached as Exhibit B to this Agreement. Exhibit B may be amended from time to time by Physician or CDA as necessary to ensure continuous compliance with HIPAA.

## **6. TERM AND TERMINATION**

**6.1 Term and Renewal.** This Agreement will be effective as of the date first written above and shall continue in effect for an initial term of one (1) year. Thereafter, this

Agreement shall be renewed automatically on the terms contained herein for successive one-year terms, unless sooner terminated pursuant to this Section 6.

## **6.2 Termination of this Agreement.**

**6.2.1 Termination for Cause.** Either party may terminate this Agreement for cause upon at least thirty (30) days prior written notice to the other party, which notice shall set forth grounds for termination; *provided* if such cause is cured within such thirty (30) day period, then such notice of termination shall be of no force or effect. For all purposes herein, “cause” shall consist of a material breach of this Agreement.

**6.2.2 Termination Without Cause.** This Agreement may be terminated by either party at any time without cause upon at least ninety (90) days prior written notice to the other party. CDA agrees that Physician shall not be subject to the terms and conditions of any Payor Contract entered into by CDA following the provision of notice of termination by either party under this Section 6.2.2.

**6.2.3 Immediate Termination.** Notwithstanding any other provision of this Agreement, CDA may terminate this Agreement with respect to Physician immediately upon the suspension, revocation or cancellation of Physician’s license or right to participate in the Medicare, Medicaid or other federal health care program or Physician’s failure to maintain liability insurance in accordance with Sections 3.8 and 3.10(e) above. CDA may terminate this Agreement with respect to Physician immediately upon Physician’s conviction of a felony or death or disability, or if Physician’s actions or omissions in the reasonable judgment of CDA represent a threat to the health, welfare or safety of Covered Persons.

**6.2.4 Payor Contract.** The termination of a Payor Contract shall not affect the term of this Agreement.

**6.3 Obligations upon Termination.** In the event of termination of this Agreement, the rights and obligations of each party hereunder shall cease unless otherwise provided by this Agreement; *provided* that Physician shall continue to provide and be compensated for Covered Services to Covered Persons until provision has been made by CDA or Payors for the reassignment of such Covered Persons to other providers or until Physician’s participation under the Payor Contract may be properly terminated as described in Section 6.4 below. In the event of termination of this Agreement for any reason, Physician will use best efforts to cooperate with the transition of Covered Persons to other providers to ensure continuity of care.

**6.4 Payor Contract.** Termination of this Agreement shall have no effect upon the continuation of Physician’s obligations under Payor Contracts, which may have been executed prior to termination of this Agreement. Physician acknowledges that a Payor Contract may have a longer term than this Agreement. Physician’s obligations under this Agreement with respect to each Payor Contract shall continue until such time as Physician’s

participation under the Payor Contract may be properly terminated pursuant to terms of the Payor Contract.

**6.5 Termination with Regard to Product.** Subject to the requirements of the applicable Payor Contract, including without limitation any requirements with regards to termination of participation and continuity of care, either party at any time, without cause and upon at least ninety (90) days prior written notice to the other party, may terminate Physician's participation with respect to any particular Product. Termination of Physician's participation with respect to a particular Product shall not affect the rights and obligations of the parties with respect to any other Product or Payor Contract, or otherwise under this Agreement. Upon termination of Physician's participation with regard to any Product, Physician shall use best efforts to cooperate with the transition of affected Covered Persons to other providers to ensure continuity of care.

## **7. GENERAL PROVISIONS**

**7.1 Government Access to Records.** Physician agrees that, until the expiration of four (4) years after the furnishing of services provided pursuant to any Payor Contract, Physician will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their respective authorized representatives, this Agreement and all of the Physician's books, documents, and records necessary to certify the nature and extent of the costs incurred for the services provided by the Physician pursuant to any Payor Contract. It is understood that such access shall be sought only by individuals or agencies duly authorized by the Secretary or the Comptroller General, that access shall be sought only in accordance with the criteria delineated in 42 C.F.R. § 420.303, and that procedures for obtaining such access as set forth in 42 C.F.R. § 420.304 shall be followed. To the extent this provision varies from any provision required by final regulation issued under authority of 42 U.S.C. § 1395x(v)(1)(I), the provisions of said regulation, including 42 C.F.R. Part 410, shall be deemed by the Parties to supersede this provision and be made a part hereof by reference.

**7.2 Amendments.** This Agreement may be amended at any time during its term by CDA upon sixty (60) days prior written notice of such amendment, provided that such amendment is applied generally with respect to Participating Physicians

**7.3 Assignment.** This Agreement, being intended to secure the services of Physician, shall not be in any manner assigned, delegated, or transferred by Physician. This Agreement may be assigned by CDA to any affiliated or wholly owned parent or subsidiary company.

**7.4 Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not be deemed a waiver of any other breach of the same

or a different provision. No waiver of any obligation under this Agreement shall be valid unless in writing and signed by the party against whom such waiver is charged.

**7.5 Notices.** Any notice required or desired to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by hand delivery with acknowledgement of receipt, to the party to receive notice at the address of the party set forth below or such other address as communicated in writing by either party. Such notice shall be effective upon mailing, if sent by certified mail, and upon receipt, if dispatched by hand delivery. This Section 7.5 shall not apply to routine communications and communications of Product Descriptions or fee proposals by CDA or CDA's designated agent.

If notice is for CDA:

Care Delivery Alliance, L.L.C.  
600 E. Dixie Avenue  
Leesburg, Florida 34748  
Attn: President and CEO

If notice is for Physician:

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

**7.6 Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Florida.

**7.7 Construction.** Each Payor Contract is enforceable in accordance with its terms and conditions. In the event of a conflict between the language of this Agreement and any Payor Contract, the language of the Payor Contract shall prevail with respect to the terms applicable to the Product to which the Payor Contract pertains. In the event of a conflict between this Agreement and the Business Associate Contract attached as Exhibit B to this Agreement or between a Payer Contract and the Business Associate Contract attached as Exhibit B to this Agreement, the terms of the Business Associate Contract shall prevail.

**7.8 Entire Agreement.** This Agreement, along with its Exhibits and any amendments thereto, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any prior written or oral agreement pertaining to the subject matter hereof.

**7.9 Limited Enforcement.** This Agreement will be enforceable only by its parties and their successors in interest by virtue of an assignment that is not prohibited under the terms of this Agreement. No other person will have the right to enforce any of the provisions contained herein, including without limitation any Covered Person or other

patient of Physician or enrollee of a Payor. This Agreement shall not be used by any such person or entity to impose an obligation, duty or standard of care or practice different from or in addition to whatever obligations, duties and standards may exist separate and apart from this Agreement.

**7.10 Membership Meetings.** Physician will use best efforts to attend all properly noticed meetings of CDA and to participate in CDA affairs. CDA will provide notice of such meetings as required by its Operating Agreement and other governing documents.

**IN WITNESS WHEREOF,** Physician and CDA have entered into this Agreement to be effective as of the date first written above.

**PHYSICIAN**

**Care Delivery Alliance, L.L.C.**

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

By: Donald G. Henderson, FACHE

Its: \_\_\_\_\_

Its: President and CEO

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT A

### ANTITRUST GUIDELINES

1. Physician shall not share information about proposed fees or fee-related terms offered to Payors (including, without limitation, information relating to Standing Fee Schedules) with any other Participating Provider.
2. Physician shall make independent, unilateral decisions with respect to setting fees or fee related terms offered to Payors, with respect to setting any Standing Fee Schedule submitted to CDA, and with respect to whether or not to participate in any Product with any Payor through CDA.
3. Physician shall not attempt to collectively negotiate (along with any other Participating Provider) fees or fee-related terms with Payors.
4. Physician shall not share with CDA or any Participating Provider any fee or fee related terms such Provider proposes to offer to any Payor independent of CDA.
5. Physician shall not share with any other Participating Provider its views or intentions with respect to any proposed Payor Contract.
6. Physician shall not agree with, or attempt to agree, with any other Participating Provider not to deal with any Payor.
7. Physician shall not request CDA to negotiate fee or fee-related terms with Payors with respect to Non-Risk Products.
8. Physician shall not agree, or attempt to agree, with any other Participating provider to restrict in any way the services provided, geographic areas covered, persons treated, or participation with any Payor.

These Guidelines are only a summary of the most common issues under antitrust laws and do not encompass all of Physician's obligations under federal or state antitrust laws.



**EXHIBIT B**

**Business Associate Agreement**

**BUSINESS ASSOCIATE CONTRACT**

This business associate contract ("**BA Contract**") is by and between \_\_\_\_\_ ("**Physician**"), as Covered Entity, and Care Delivery Alliance, L.L.C. ("**CDA**"), as Business Associate.

**RECITALS**

WHEREAS, CDA is a health care delivery network, which (a) arranges for the provision of health care services through Participating Physicians and other Participating Providers, (b) pursues Payor Contracts with Payors for the provision of Covered Services to Covered Persons by Participating Providers, and (c) establishes and operates Programs of quality management and utilization management to evaluate and improve the quality of patient care and ensure appropriate and medically necessary services are delivered by Participating Providers (collectively, "**Services**"); and

WHEREAS, Physician is duly licensed (without limitation or restriction) and registered to practice medicine or osteopathy in the State of Florida, has entered into the Care Delivery Alliance Master Membership Agreement ("**Membership Agreement**") with CDA, and has thereby agreed to engage CDA as Physician's Business Associate to provide the Services pursuant to the Membership Agreement; and

WHEREAS, Physician recognizes that CDA may need to create, receive, maintain and transmit Physician's Protected Health Information in the course of furnishing the Services;

NOW, THEREFORE, Physician and CDA mutually accept the terms of agreement set forth below in accordance with the requirements of the HIPAA Laws so that CDA may create, receive, maintain and/or transmit Physician's Protected Health Information in connection with furnishing the Services for and on behalf of Physician.

**TERMS OF AGREEMENT**

1. **Definitions.** Capitalized terms used in this BA Contract that are defined in the Membership Agreement have the meaning ascribed to those terms by the Membership Agreement. The following capitalized terms have these meanings when used in this BA Contract:
  - a) **Business Associate** has the meaning ascribed to the term by 45 C.F.R. § 160.103 and, for purposes of this BA Contract, is CDA.
  - b) **C.F.R.** means the Code of Federal Regulations.

- c) Covered Entity has the meaning ascribed to the term by 45 C.F.R. § 160.103 and, when capitalized in this BA Contract, is Physician.
- d) Data Aggregation has the meaning ascribed to that term by 45 C.F.R. § 164.501.
- e) Designated Record Set has the meaning ascribed to that term by 45 C.F.R. § 164.501 and, for purposes of this BA Contract, is a Designated Record Set maintained by Business Associate on behalf of Covered Entity.
- f) DHHS means the U.S. Department of Health and Human Services, its Secretary and its various components.
- g) Electronic Protected Health Information and ePHI each has the meaning ascribed to the term “electronic protected health information” in 45 C.F.R. § 160.103 and, for purposes of this BA Contract, is ePHI that Business Associate creates, receives, maintains or transmits for or on behalf of Covered Entity.
- h) Encryption has the meaning ascribed to the term by 45 C.F.R. § 164.304.
- i) Health Care Operations has the meaning ascribed to the term by 45 C.F.R. § 164.501.
- j) HIPAA Laws means the health information privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 (Title II, Subtitle F of Public Law 104-191) (“HIPAA”) and of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Public Law 111-005) (“HITECH”) and their implementing regulations at 45 C.F.R. Parts 160 and 164.
- k) Individual has the meaning ascribed to the term by 45 C.F.R. § 160.103, and includes an Individual’s personal representative as described in 45 C.F.R. § 164.502(g).
- l) Limited Data Set means the minimum PHI—
  - i) reasonably necessary for Business Associate to perform functions and activities for the health care industry and its participants with respect to Health Care Operations, research (as defined by 45 C.F.R. § 164.501) and public health activities (as described in 45 C.F.R. § 164.512(b)); and
  - ii) from which have been removed all of the direct identifiers specified in 45 C.F.R. § 164.514(e)(2).
- m) Privacy Rule means the federal regulations promulgated at 45 C.F.R. Part 164, Subpart E.
- n) Protected Health Information and PHI each has the meaning ascribed to the term “protected health information” by 45 C.F.R. § 160.103 and, for purposes of this BA Contract, is PHI that Business Associate creates, receives, maintains or transmits for or on behalf of Covered Entity, and includes ePHI and Unsecured PHI.
- o) Required By Law has the meaning ascribed to the term by 45 C.F.R. § 164.103.
- p) Security Rule means the federal regulations promulgated at 45 C.F.R. Part 164, Subpart C.

- q) Unsecured Protected Health Information and Unsecured PHI each has the meaning ascribed to the term “unsecured protected health information” by 45 C.F.R. § 164.402 and, for purposes of this BA Contract, is Unsecured PHI that Business Associate creates, receives, maintains or transmits for or on behalf of Covered Entity.
2. **Agency.** Business Associate is the limited agent of Physician as provided under Section 2.1 of the Membership Agreement. In all other aspect of their relationship, Business Associate is an independent contractor with respect to Physician in that Business Associate furnishes the Services, pursuant to the Membership Agreement, on Physician’s behalf, but does not and is not authorized to represent or otherwise serve as Physician’s agent.
3. **Protected Health Information Privacy.**
- a) Permitted Uses and Disclosures. Business Associate is permitted to use, disclose and request PHI for the following functions, activities and services:
- i) To perform the Services described in the Membership Agreement and to meet Business Associate’s obligations under this BA Contract.
  - ii) To perform and assist with the performance of Health Care Operations for or on behalf of Physician or for or on behalf of the organized health care arrangements (as defined by 45 C.F.R. § 160.103) in which Physician and Business Associate participate.
  - iii) To perform and assist with the performance of Health Care Operations for or on behalf of another covered entity that involve any of the quality assessment and improvement or performance evaluation activities identified in paragraphs (1) and (2) of the definition of Health Care Operations at 45 C.F.R. § 164.501, *provided that* Physician and the other covered entity both have or had a relationship with the Individual who is the subject of the PHI to be used or disclosed and that PHI pertains to that relationship.
  - iv) To assist with the performance of treatment activities (as defined by 45 C.F.R. § 164.501) of a health care provider.
  - v) To assist with the performance of payment activities (as defined by 45 C.F.R. § 164.501) of a covered entity or of a health care provider.
  - vi) As authorized by an Individual pursuant to an authorization that complies with the requirements of 45 C.F.R. § 164.508.
  - vii) To create de-identified health information from PHI in accordance with the requirements of the Privacy Rule at 45 C.F.R. § 164.514(b), and to create Limited Data Sets from PHI in accordance with the requirements of the Privacy Rule at 45 C.F.R. § 164.514(e)(2).
  - viii) To provide Data Aggregation services relating to the Health Care Operations of Physician.

- ix) For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, *provided that*:
  - A) A disclosure is Required By Law; or
  - B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose the PHI that the person or entity will—
    - 1) Hold the PHI in confidence and use or further disclose the PHI only for the purposes for which Business Associate disclosed the PHI to the person or entity or as Required By Law; and
    - 2) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of the PHI was breached or compromised.
- b) Minimum Necessary. Business Associate will, in its performance of the functions, activities and services involving PHI permitted by this BA Contract, make reasonable efforts to use, disclose or request only the minimum PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request as required by 45 C.F.R. § 164.502(b)(1), except with respect to those uses and disclosures to which the minimum necessary limitation does not apply as specified in 45 C.F.R. § 164.502(b)(2).
- c) Privacy Rule Obligations. Business Associate will carry out any Privacy Rule obligations of Physician, which the Membership Agreement or this BA Contract may delegate to Business Associate, in accordance with the Privacy Rule provisions applicable to Physician's performance of those obligations.
- d) Unauthorized Use or Disclosure.
  - i) Business Associate will neither use, disclose or request PHI, except as permitted or required by this BA Contract or in writing by Physician or as Required By Law.
  - ii) Except as set forth in Sections 3(a)(viii) and (ix) above regarding Data Aggregation and Business Associate's proper management and administration, this BA Contract cannot authorize Business Associate to use or disclose PHI in a manner that will violate the Privacy Rule if done by Physician. Accordingly, except for Data Aggregation and Business Associate's proper management and administration as permitted by Sections 3(a)(viii) and (ix) above, Physician does not and will not authorize or otherwise allow Business Associate to use or disclose PHI in a manner that will violate the Privacy Rule if done by Covered Entity.

**4. Protected Health Information Safeguards.**

- a) Privacy Safeguards. Business Associate will implement, maintain and use appropriate administrative, technical and physical safeguards to protect the privacy of PHI, including to reasonably safeguard PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule and to reasonably limit incidental use or disclosure made pursuant to a use or disclosure permitted by this BA Contract.

- b) Security Safeguards. Business Associate will implement, maintain and use administrative, technical and physical safeguards, and will implement and maintain policies, procedures and documentation, all in compliance with the applicable standards, implementation specifications and requirements of the Security Rule, so as to reasonably and appropriately protect the confidentiality, integrity and availability of ePHI as required by the Security Rule.
  - c) Encryption. Business Associate will, to the extent reasonable and practicable, encrypt ePHI in its custody that is at rest or in motion, using Encryption that is at least as stringent as the technologies and methodologies that, according to published DHHS guidance, renders PHI unusable, unreadable and indecipherable to unauthorized persons or entities.
5. **Subcontractors**. Business Associate will require any subcontractor, which creates, receives, maintains or transmits PHI for or on behalf of Business Associate, to provide reasonable assurance by written agreement that the subcontractor will comply with the same obligations with respect to PHI that are applicable to Business Associate under this BA Contract.
6. **Individual Rights**.
- a) Access. Business Associate will, within 15 days following receipt of Physician's written request, make available to Physician PHI in a Designated Record Set, so that Physician may meet Physician's access obligations under the Privacy Rule at 45 C.F.R. § 164.524.
  - b) Amendment. Business Associate will, upon receipt of written notice from Physician, amend PHI in a Designated Record Set, so that Physician may meet Physician's amendment obligations under the Privacy Rule at 45 C.F.R. § 164.526.
  - c) Disclosure Accounting. Business Associate will record, and retain for at least 6 years, the disclosure information specified by 45 C.F.R. § 164.528 for each PHI disclosure that Business Associate makes that is accountable under 45 C.F.R. § 164.528. Business Associate will, within 30 days following receipt of Physician's written request, report to Physician the disclosure information retained by Business Associate that pertains to an Individual's request for disclosure accounting.
  - d) Restriction Agreements. Business Associate will comply with any agreement that Physician makes that restricts use or disclosure of PHI pursuant to 45 C.F.R. § 164.522(a), *provided that* Physician notifies Business Associate in writing of the restriction obligations that Business Associate must follow. Physician will promptly notify Business Associate in writing of the termination of any such restriction agreement and instruct Business Associate whether any PHI will remain subject to the terms of the restriction agreement, notwithstanding its termination.
  - e) Confidential Communications. Business Associate will comply with any requirement to use confidential communication about PHI pursuant to 45 C.F.R. § 164.522(b), *provided that* Physician notifies Business Associate in writing of the confidential

communication requirement that Business Associate must follow. Physician will promptly notify Business Associate in writing of the termination of any such confidential communication requirement.

7. **Security Breach, Privacy Breach, Security Incident and Mitigation.** For purposes of this Section 7, the term “Security Breach” means the acquisition, access, use or disclosure of Unsecured PHI in a manner not excluded from the definition of breach at 45 C.F.R. § 164.402 and not permitted by this BA Contract or in writing by Physician, without regard for whether the breach may compromise the security or privacy of the Unsecured PHI.

a) Security Breach Notification.

i) Business Associate will report a Security Breach to Physician without unreasonable delay and not later than 5 business days after Business Associate discovers the Security Breach, *provided that* Business Associate may delay its report to Physician for the duration specified in writing by a law enforcement official (or for up to 30 days if the law enforcement official fails to specify the duration in writing within such 30 days) who states to Business Associate that such report would impede a criminal investigation or damage national security.

ii) Business Associate’s report will include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or that Business Associate reasonably believes has been, acquired, accessed, used or disclosed as a result of the Security Breach, and provide as much of the information specified in 45 C.F.R. § 164.404(c) as is available to Business Associate at the time of its report, and promptly thereafter as such information may become available to Business Associate, in order to assist Physician with Physician’s notification obligations.

b) Privacy Breach Notification. Business Associate will report to Physician any use or disclosure of PHI not permitted by this BA Contract or in writing by Physician that is not a Security Breach reportable under Section 7(a) above. Business Associate will make the report to Physician not later than 10 days after Business Associate learns of such non-permitted use or disclosure.

c) Security Incident Notification.

i) Business Associate will, upon learning of a successful unauthorized access, use or disclosure of ePHI, report this type of security incident to Physician in accordance with Section 7(a) above, if the security incident caused a Security Breach, and in accordance with Section 7(b) above, if the security incident caused a privacy breach.

ii) Business Associate will, upon learning of a successful unauthorized modification or destruction of ePHI or interference with system operations in Business Associate’s information systems, report this type of security incident to Physician not later than 10 days after Business Associate learns of the successful security incident.

- iii) Business Associate will record any attempted, but unsuccessful unauthorized access, use, disclosure, modification or destruction of ePHI or interference with system operations in Business Associate's information systems of which Business Associate is aware. Business Associate will retain these records for at least 12 calendar months following the recording of each of these attempted, but unsuccessful security incidents and will make these records available to Physician within 10 days following receipt of Physician's written request for them.
- d) Mitigation. Business Associate will mitigate or assist Physician to mitigate, to the extent practicable, any harmful effect known to Business Associate of a Security Breach, privacy breach or security incident.

**8. Termination.**

- a) Termination for Breach. Physician may terminate this BA Contract, if feasible, upon learning of a pattern of activity or practice by Business Associate that constitutes a material breach of this BA Contract that Business Associate fails to cure within 30 days following receipt of Physician's written notice identifying the material breach. Physician may exercise this termination right by providing Business Associate written notice of termination, stating the failure to cure the material breach of the BA Contract that provides the basis for the termination. The termination will be effective on the date specified in Physician's notice of termination to Business Associate.
- b) Termination for Change in Law. Either Business Associate or Physician may terminate this BA Contract as provided by Section 14 below if a statute or regulation, or amendment to a statute or regulation, affects the obligations under this BA Contract. Either Business Associate or Physician may exercise this termination right by giving the other written notice of termination at least 60 days before the compliance date for such statute or regulation or amendment to statute or regulation.
- c) Termination on Conclusion of Membership Agreement. This BA Contract will terminate upon termination or other conclusion of the Membership Agreement.
- d) Obligations on Termination. Within 30 days after termination of this BA Contract, Business Associate will, if feasible, return to Physician or destroy, and will cause any of its subcontractors, which create, receive, maintain or transmit PHI for or on behalf of Business Associate, to return to Physician or destroy, all PHI in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any Individual. Business Associate will identify to Physician any PHI for which return or destruction is infeasible and explain why its return or destruction is infeasible. Business Associate will limit further use or disclosure of such PHI to those purposes that make its return or destruction infeasible and the privacy and security safeguards of this BA contract will continue to apply to such PHI for as long as such PHI remains in Business Associate's custody or under Business Associate's control.

**9. De-Identified Health Information.** Business Associate may retain, use and disclose de-identified health information it creates from PHI. Business Associate’s retention, use and disclosure of that de-identified health information will not be subject to this BA Contract.

**10. Limited Data Sets.** Business Associate may retain, use and disclose each Limited Data Set it creates from PHI, *provided that* Business Associate has entered into a data use agreement with Physician with respect to the Limited Data Sets that satisfies the requirements of the Privacy Rule at 45 C.F.R. § 164.514(e)(4). Business Associate’s retention, use and disclosure of each Limited Data Set will be regulated by the data use agreement and will not be subject to this BA Contract.

**11. DHHS Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of PHI available to DHHS to determine Physician’s compliance with the Privacy Rule.

**12. Indemnity.** Business Associate and Physician will each indemnify and hold harmless the other, and any of the other’s affiliates, officers, directors, employees or agents, from and against any claim, cause of action, liability, damage, cost or expense, including attorneys’ fees and court or proceeding costs, arising out of or in connection with its non-permitted use or disclosure of PHI or other breach of this BA Contract.

**13. Notices and Reports.** Each notice or report that Business Associate or Physician is required or desires to give under this BA Contract shall be delivered by U.S. certified mail, return receipt requested, or by express delivery service with written acknowledgement of receipt, addressed—

**If to Business Associate:**  
to:

*With copy (which shall not constitute notice)*

President and CEO  
Care Delivery Alliance, Inc.  
600 East Dixie Avenue  
Leesburg, FL 34748

Vice President and General Counsel  
Care Delivery Alliance, Inc.  
600 East Dixie Avenue  
Leesburg, FL 34748

**If to Physician (Covered Entity):**

*With copy (which shall not constitute notice) to:*

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

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

**14. Amendment.** Upon the compliance date of a statute or regulation, or amendment to statute or regulation, that affects Business Associate’s or Physician’s obligations under this BA Contract, this BA Contract will automatically amend such that the obligations imposed by this BA Contract remain in compliance with all applicable statutes and



regulations then in effect, unless Business Associate or Physician elects to terminate this BA Contract in accordance with Section 8(b) above.

**15. Conflicts.** The terms and conditions of this BA Contract will override and control any conflicting term or condition of the Membership Agreement or any other agreement or understanding between Business Associate and Physician

**IN WITNESS WHEREOF**, CDA as Business Associate and Physician as Covered Entity execute this BA Contract in multiple originals to be effective on the effective date of the Membership Agreement.

_____	<b>Care Delivery Alliance, L.L.C. (Business Associate)</b>
<b>(Covered Entity)</b>	
By: _____	By: Donald G. Henderson, FACHE
Its: _____	Its: President and CEO
Signature: _____	Signature: _____
Date: _____	Date: _____

