

## GROUP PRACTICE ADDENDUM

*[PLEASE READ CAREFULLY BEFORE SIGNING BELOW.]*

By submitting this Group Practice Addendum and the Enrollment Form appended as Attachment 1, \_\_\_\_\_ (“Group”), on behalf of its CCPA Providers (as set forth in Exhibit A) agrees to the following duties, obligations and terms related to their participation in Company’s clinically integrated provider network:

### ARTICLE 1

#### **Obligation to Comply with Agreement.**

Group hereby acknowledges that **Lurie Children’s Health Partners Clinically Integrated Network, LLC**, an Illinois limited liability company (“**Company**”) and Children’s Community Physicians Association (“**CCPA**”) have entered into that certain Participation Agreement (the “**Agreement**”) under which CCPA has agreed to participate in Company’s clinically integrated pediatric provider network and that Group’s CCPA Providers are bound to provide medical services under the terms of the Agreement, this Addendum and the Payor Contracts in which CCPA participates pursuant to a Contract Notice. Group will use reasonable efforts to ensure that each CCPA Provider has read and understands those portions of the Agreement applicable to CCPA Providers and they agree to abide by and comply with all of the obligations, prohibitions, covenants and conditions imposed on CCPA Providers under the Agreement. Group understands that all capitalized terms in this Addendum have the same meaning ascribed in the Agreement.

### ARTICLE 2

#### **Cooperation with NCOA Certified Credentialing Activities.**

2.1 CCPA Providers hereby signify their willingness to cooperate with Company’s credentialing activities, including but not limited to those undertaken pursuant to Company’s delegated credentialing authority (if any) in conjunction with Payor Contracts, which may include but not be limited to appearing for interviews, as requested, in regard to CCPA Providers’ credentials and authorize Company, its contracting agencies, and their representatives to consult with administrators and members of the Medical Staff of hospitals or institutions and professional organizations with which CCPA Providers have been associated and with all others, including but not limited to past and present malpractice carriers, who may have information bearing on CCPA Providers’ professional competence, character, and ethical qualifications. CCPA Providers also hereby authorize their professional liability insurance carriers to release their malpractice loss history and certificate of insurance to Company or its authorized representatives.

2.2 CCPA Providers hereby further consent to the Company’s performance of primary source verifications and to the release, provision and inspection by Company, its contracting organizations and their representatives of all records and documents, including medical records, at hospitals and institutions, that may be material to an evaluation of CCPA Providers’ professional qualifications and competence, moral and ethical qualifications for

participation in Company, and also consent to the inspection of CCPA Providers' credentialing, peer review, quality assurance, utilization, disciplinary action, sanction, suspension, curtailment of privileges and data bank information. Any release of information by Company to outside third parties will be consistent with Company confidentiality policies and applicable law.

2.3 CCPA Providers hereby release from liability, Company, its contracting organizations and their representatives for their acts performed in connection with evaluating CCPA Providers' credentials and qualifications, and CCPA Providers hereby release from any liability any and all individuals and organizations who provide information to Company, its contracting organizations or their representatives concerning CCPA Providers' professional competence, ethics, character and other qualifications, and CCPA Providers hereby consent to the release of such information.

2.4 CCPA Providers hereby authorize and direct the following persons to share with Company, its agents or subcontractors, CI Data (including without limitation, medical records information, claims data, and other data and information regarding CCPA Providers and the care provided by CCPA Providers), as Company deems necessary for purposes of carrying out the CI Program: (i) Participating Providers and their affiliated outpatient facilities; (ii) Quest Diagnostics and its affiliates; (iii) LabCorp/Laboratory Corporation of America and its affiliates; (iv) Zirmed and its affiliates; (v) third party payors with which CCPA contract from time to time; (vi) such other third parties as the Company and CCPA agree in writing from time to time; and (vii) business associates of the foregoing. CCPA Providers hereby release from liability any and all such persons providing CI Data to Company, its agents or subcontractors under this Section 2.4 of this Addendum.

2.5 CCPA Providers hereby further authorize and consent to the release of information by Company to another entity with which Company has contracted or is considering contracting and to such other entities that Company deems appropriate and CCPA Providers hereby release Company from liability for so doing.

### ARTICLE 3

#### **Term and Termination.**

3.1 **Term.** Group hereby acknowledges that this Addendum shall commence on \_\_\_\_\_ (the "**Effective Date**") and shall continue in effect until December 31, 2017 (the "**Initial Term**") and shall automatically renew for successive one (1) year terms (each a "**Renewal Term**") unless (i) sooner terminated in accordance with Section 3.2, or (ii) Company or Group provide notice to each other of an intent not to renew this Addendum by September 1 of the year in which the Initial Term or any Renewal Term is set to expire.

3.2 **Termination.** Group hereby further acknowledges that:

(a) *Immediate Suspension or Termination.* Notwithstanding anything to the contrary herein, Company may suspend or terminate any individual CCPA Provider's participation as a Participating Provider immediately upon notice to CCPA, Group and the affected CCPA Provider in the event of any of the

following: (a) a suspension or revocation of the CCPA Provider's license, certificate or other legal credential authorizing the CCPA Provider to provide professional services or (if applicable to his/her practice) to prescribe or administer controlled substances; (b) the termination or suspension of the CCPA Provider's medical staff membership or clinical privileges at Lurie Children's; (c) the termination of the CCPA Provider's employment agreement with Group; (d) the CCPA Provider's conviction of a felony or any criminal charge related to the rendering of health care services; or (d) the CCPA Provider's debarment, exclusion, suspension or other ineligibility to participate in a federal health care program. In the event that an individual CCPA Provider is suspended or terminated pursuant to this Section 3.2, then Group and affected CCPA Provider shall ensure that all Beneficiaries receiving Covered Services under Payor Contracts from the affected CCPA Provider as of his or her termination are promptly referred to another CCPA Provider in the same specialty.

(b) *Termination for Cause.* Company or Group may terminate this Addendum with thirty (30) days' prior written notice at any time during the Initial Term or any Renewal Term should the other Party fail to materially comply with the requirements of this Addendum.

(c) *Automatic Termination.* This Addendum shall automatically terminate if the Agreement is terminated as of the effective date of such termination.

In the event that this Addendum terminates pursuant to this Section 3.2 based on CCPA's termination of the Agreement, Group and its CCPA Providers will nonetheless continue to provide Covered Services to Beneficiaries under each Payor Contract to which Group and CCPA Providers are bound as of the effective date of the Agreement's termination until the Payor's next provider enrollment date in accordance with the terms of the Agreement, this Addendum and all applicable Payor requirements, but in no event for a period longer than one year from the effective date of termination. CCPA Providers shall be entitled to reimbursement under the terms of the applicable payor contract for all services provided pursuant to this provision.

#### **ARTICLE 4**

#### **Payor Contracting**

Group understands and agrees to the following terms regarding current and future contracts with Payors:

(a) Group (on behalf of itself and all CCPA Providers employed by or under contract with Group) hereby designates Company to act as its agent with the authority to negotiate and bind Group and its CCPA Providers to Payor Contracts in accordance with the terms of the Agreement and the terms of this Addendum, including the terms of this Section 4.

(b) Group may continue to participate in those Competing Provider Networks in which Group or its CCPA Providers participate as of the date of this Addendum and may continue to provide services under payor agreements held by those Competing Provider Networks as of the date of this Addendum, provided that Group identifies those agreements on the list of Scheduled Contracts attached to its Enrollment Form.

(c) The list of Scheduled Contracts attached to its Enrollment Form is complete and correct as of the date that Group signed the Enrollment Form. Group also agrees to notify the Company in writing of any updates to its list of Scheduled Contract within thirty (30) days of entering into or otherwise becoming bound by a new payor agreement through a Competing Provider Network. However, Group understands that neither it nor any of its CCPA Providers may enter into or otherwise become bound by a new payor agreement through a Competing Provider Network after the Company enters into a Payor Contract with the same payor for the same product(s).

(d) By participating in the Company's clinically integrated provider network, Group agrees not to join (and to ensure that its CCPA Providers do not join) any Competing Provider Network in which Group does not already participate as of the date of this Addendum except for such arrangements that have been approved by the Company. Group understands that the Company will promptly consider any request Group makes for permission to participate in a Competing Provider Network.

(e) With regard to Group's payor agreements that are not Scheduled Contracts (i.e., payor agreements that are held directly by Group or its CCPA Providers ("CCPA Provider Direct Contracts"), or held through CCPA ("CCPA Contracts")), Group and its CCPA Providers may continue to maintain each of those contracts until and unless the Company has entered into a Payor Contract with the same Payor for the same product(s).

(f) Group agrees to terminate its participation (or cause its CCPA Providers' participation to be terminated), either without cause or by providing notice of non-renewal, at the earliest allowable time under all payor agreements that are not Scheduled Contracts (including CCPA Provider Direct Contracts and CCPA Contracts) upon receiving notice from Company or CCPA that Company has entered into a Payor Contract with the same Payor for the same product(s).

## **ARTICLE 5**

### **Miscellaneous**

5.1 Group represents and warrants that it has the legal authority to enter into this Addendum and to bind its individual CCPA Providers to the terms of this Addendum.

5.2 Group represents that its CCPA Providers are familiar with the laws of the State governing the practice of their profession and shall ensure that its CCPA Providers abide by these laws, Company credentials review, and all applicable Company Policies.

5.3 Group hereby represents and warrants that all information submitted by it in the Enrollment Form and any documentation associated therewith is true, complete and accurate to the best of its knowledge and belief. Group fully understands that any misleading statement or material omission from the Enrollment Form and associated documentation shall constitute cause for immediate withdrawal of its Enrollment Form from consideration and/or immediate termination of any contract CCPA may have with Company, or termination of CCPA Providers' participation under any contract that CCPA may have with Company.

5.4 Group hereby acknowledges that Company, CCPA and it are separate and independent entities/individuals. Group fully understands that nothing in this Addendum shall be construed or be deemed to create a relationship of employer and employee or principal and agent except as otherwise provided in this Addendum or any relationship other than that of independent entities/individuals contracting with each other solely for the purpose of carrying out the terms and conditions of the Agreement and this Addendum.

5.5 Group hereby represents and warrants that: (i) CCPA Providers possess all licenses, certifications and permits necessary for the practice of their profession in the state(s) where they practice and (if applicable to their practice) to dispense, prescribe or administer controlled substances; (ii) CCPA Providers are not debarred, excluded, suspended or otherwise ineligible to participate in any federal health care program; and (iii) nor have CCPA Providers been convicted of a felony or any health care related crime. Group agrees to notify or to cause the affected CCPA Provider to notify the Company immediately in writing utilizing the notice procedures set forth in the Agreement in the event that any of these representations are no longer true.

5.6 Group hereby represents and warrants that Group and all of the CCPA Providers employed by or under contract with Group will at all times under this Agreement comply with all applicable law, including the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations and other applicable privacy, confidentiality and security laws. Group agrees to abide (and will cause its CCPA Providers to abide) by the terms of the HIPAA Business Associate Agreement between Company and Group attached to this Agreement as Exhibit C.

5.7 This Addendum constitutes the entire understanding between the Company, CCPA and Group with respect to the subject matter hereof, and supersedes all prior representations, agreements, negotiations and discussions between them with respect to such subject matter, including without limitation any Data Sharing Agreement between the Company and Group. Notwithstanding the foregoing, Group acknowledges and agrees that the Company and all subcontractors engaged by the Company to assist the Company in implementing and operating the CI Program shall continue to have the right to store and create derivative works based on, and otherwise use, all data and information shared by Group under any such Data Sharing Agreement, in accordance with the terms of the Data Sharing Agreement.

**Practice Name:**

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

**List of Physicians**

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

7) \_\_\_\_\_

8) \_\_\_\_\_

9) \_\_\_\_\_

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11) \_\_\_\_\_

12) \_\_\_\_\_

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16) \_\_\_\_\_

Please fax to (312) 227-9526