2021

CIN PROVIDER MANUAL

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Document Revision History

Name	Revisions	Date
Matthew Rosenthal	Updated formatting, TOC, and latest version of included elements	3/31/2020
Mobolaji Ijelu	Updated preferred facilities section, appeal board members and CIN Medical Director.	2/23/2021
Mobolaji Ijelu	Updated *Asset* to Arcadia	4/19/2021
Mobolaji Ijelu	Added CIN Clinical Integration Policy	5/17/2021

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Contents

Overview and Purpose of the Clinically Integrated Network (CIN)

The Lonestar State Physician Alliance Clinically Integrated Network is designed to deliver evidence-based patient care that is safe, effective, patient-centered, timely, efficient and equitable. This CIN was originally established by the RPO IPA and then expanded to include providers in other geographies in Texas. The CIN strives to achieve or exceed desired patient health outcomes. For this purpose, a Quality Improvement Program (QIP) has been enabled to enhance patient care through the active and ongoing systematic analysis and assessment of patient health outcomes, key process operations, and patient utilization of services.

The Quality Improvement Program focuses on the continuous improvement of clinical and service outcomes as well as the prevention of patient safety incidents. Specific workflows and protocols have been developed for use and reference as CIN providers and practices work to deliver patient care.

Data for quality outcomes measures is systemically collected using financial, claims, and administrative data and medical record extraction at regular intervals. These measures are used to evaluate clinical and operational performance measures, to plan for change, and to implement an action plan to improve patient care that is integrated into ongoing management processes. A governance structure has been put into place to ensure that the CIN is continuously refining its approach to clinical integration.

Quality Improvement Program (QIP) Overview

The primary goal of the quality program is the ongoing improvement of the delivery, quality, efficiency, and outcome of patient care, patient safety and services. All performance improvement activities will be completed in accordance with standards of professional health care practices, regulatory and licensing agencies, and support the overall CIN mission and strategic plans. This program will be accomplished through a systematic examination of information provided through ongoing monitoring, evaluation and improvement activities associated with established clinical indicators and practice priorities. The data collection for quality outcomes measures will be systematically collected using financial/administrative data and medical records extraction at regular intervals where appropriate. Opportunities to evaluate clinical and operational performance measures, to plan for change, and to implement an action plan to improve patient care will be integrated into ongoing management processes.

The CIN will use the following protocols to create standards of quality and drive initiatives that address care coordination, disease management, and controlled cost and utilization. These protocols are put into place for all provider types within the CIN.

In order to support the following protocols, CIN providers will use the population health management platform, Arcadia. This technology shall serve as a foundation for providing:

- Data to support a longitudinal, clinical patient record
- Effective coordination of care through communication tools
- Reporting on quality measures
- Tracking care costs and utilization trends

Where possible, provider workflows have been included with the protocols to guide efficient implementation and appropriate adherence. CIN Quality Measures and Preferred Facilities are included as part of the document appendix.

CIN Participation Agreement

CIN PROGRAM
PARTICIPANT AGREEMENT

This CIN PROGRAM PARTICIPANT AGREEMENT ("***Agreement***") is by and between **RENAISSANCE PHYSICIAN ORGANIZATION, INC.**, a not-for-profit corporation organized under the laws of the State of Texas ("***CIN***"), and _____, a Texas _____ ("***Participant***") with the tax identification number ("***TIN***") listed on the signature page hereto.

WHEREAS, CIN is engaged in the development and implementation of an active and ongoing program to evaluate and modify the practice patterns of a selected group of participating physicians who have demonstrated the capability of achieving a high degree of interdependence and cooperation to control costs and ensure quality (the "***CIN Program***");

WHEREAS, pursuant to such CIN Program, CIN is organized to participate in incentive program initiatives developed by Payers, and will coordinate and enter into, on a non-exclusive basis, Program Agreements on behalf of its CIN Program participating physicians pursuant to which CIN, Participant and other CIN Members agree to work together on CIN Activities to achieve clinical and economic efficiencies ("Program Agreements");

WHEREAS, CIN dedicates substantial resources to the CIN Program to perform, among other things, data analysis, case management, identifying targets for cost and quality improvement, education, utilization review, and physician reporting and analysis, as further described in the CIN Policies, for the purpose of facilitating CIN Members' achievement of clinical and economic efficiencies that such members could not achieve independently; and

WHEREAS, on behalf of itself and its Related Providers, Participant desires to be an active participant in the CIN Program and to work collaboratively with the CIN Members to attain the CIN Program goals.

NOW, THEREFORE, in consideration of the covenants and promises herein, Participant and CIN agree as follows:

DEFINITIONS

For the purpose of this Agreement, the following terms will have the meanings specified below.

"*Applicable Law*" means all applicable federal, state and local law, including all applicable statutes, codes, regulations, ordinances and rules, including all applicable case law, administrative decisions, and agency guidelines.

"*CIN Activities*" means the active and ongoing program of health care quality and efficiency initiatives developed and implemented by CIN in collaboration with Payers to evaluate and modify practice patterns of Participants and to create a high degree of interdependence and cooperation among them to control costs and ensure quality.

"*CIN Member*" means Participant and each other "Participant" that has executed a CIN Participant Agreement with CIN.

"*CIN Policy*" means each and every standard, policy, procedure, protocol, practice, plan, process and/or guideline governing the CIN Program and CIN Activities, as approved by CIN, and made available to Participant. Unless specifically provided otherwise by CIN with respect to a specific Policy, each Policy or amendment to a previously approved Policy will become effective upon delivery by CIN to Participant (individually for an individual and to the designated representative for an entity) and shall remain in effect until CIN takes action to revise or rescind the Policy.

"***Confidential Information***" has the meaning set forth in Section 3.5.1.

"*Incentive Award*" means an amount to be paid to CIN by a Payer under a Program Agreement, which will be used, distributed and/or paid in accordance with the applicable Incentive Award Methodology for the achievement of Payer initiatives or the achievement of designated Performance Standards.

"*Incentive Award Methodology*" means the definition set forth in Section 4.4.

"*Participant*" means the party to this Agreement

"*Payer*" means a third party payer of health care services that has entered into a Program Agreement with CIN, including employers, union groups, managed care plans, insurers, HMOs, PPOs, a federal, state, or other government payer including a Medicaid program, or third party administrators contracting on behalf of any such entities.

"*Payer Agreement*" means a contract between a Payer and a Participant that sets forth the health care benefits a covered person is entitled to receive and the terms and conditions upon which the Payer will pay the Participant for the provision of covered health care services.

"*Payer Regulations*" means the policies and procedures developed by a Payer and applicable to the CIN Program and CIN Members under a Payer Agreement.

"*Performance Standards*" means criteria or metrics for measuring clinical quality, patient satisfaction, resource utilization, and cost effectiveness with regard to the delivery of covered health care services, as set forth in an applicable Program Agreement, or as set forth in CIN Policy.

"Program" means an incentive program developed by a Payer that may contain incentives for meeting certain initiatives and/or Performance Standards as detailed in a Program Agreement entered into between CIN and Payer.

"*Related Provider*" means each licensed person or entity who bills for services under the TIN of a Participant and who has executed a Joinder Agreement in the form attached hereto as Exhibit D to this Agreement; provided that such person or entity has been approved by CIN for participation, as evidenced by CIN executing the Joinder Agreement submitted by such person or entity. Further, each Related Provider must individually execute a Physician Clinical Integration Acknowledgment in the format attached as Exhibit F. Each and every

reference to "Participant" in this Agreement shall pertain to each Provider who has entered into a Joinder Agreement that has been executed by both parties.

PARTICIPATION IN CIN PROGRAM

CIN Participation. By executing this Agreement, Participant understands that Participant and Related Providers, if applicable, have been selected to participate in the CIN Program based upon meeting the CIN Program Selection Criteria, the current version which is attached hereto as Exhibit A, and which shall be a continuing obligation of Participant and Related Providers to maintain, as it may be amended by CIN from time to time. Participant and its Related Providers further agree to participate in the CIN Program on the terms and conditions contained in this Agreement, to actively participate in CIN Activities, including, but not limited to service on CIN Program committees and working groups, as needed, participation in CIN education plans, and adherence to CIN Program clinical initiatives, and to uphold throughout the Term the CIN Program Membership Criteria, the current version of which is attached hereto as Exhibit B, and which shall be a continuing obligation of Participant ad Related Providers to maintain, as it may be amended by CIN from time to time in its sole discretion.

Participation Fees. Upon execution of this Agreement, Participant shall remit to CIN those Participation Fees specified in Exhibit C. Such Participation Fees may be modified from time to time by CIN in its sole discretion.

Contracting. If CIN contracts with a Payer, and an individual Participant opts-in, the applicable Program Agreement becomes effective in connection with that Participant the later of: (i) the date defined in the applicable Program Agreement; or (ii) the date approved by CIN. When a Participant opts-in to an Agreement, Participant hereby designates CIN to act as its agent in negotiations with Payers for contracts that obligate Participant to provide medical services to individuals who are beneficiaries under the health benefit plans of such Payers.

Standards. By executing this Agreement, Participant agrees to perform CIN Activities and to be bound by and comply with this Agreement, CIN Policy, the applicable Payer Agreements and related Payer Regulations, and Performance Standards, as applicable to such Participant and Related Provider, all of which shall be provided to Participant.

Non-exclusivity. Except as otherwise expressly provided herein, this Agreement is non-exclusive. Participant is free to contract directly or through another clinically integrated network with any Payer with whom the CIN has a Program Agreement.

Prior Incentive Agreements. Participant agrees and acknowledges that Program Agreements may supersede and replace other incentive program agreements entered into between Participant and a Payer at the applicable Payer's discretion. CIN will inform Participant of any such supersession of prior incentive programs of which it becomes aware.

Covenants of Participants that Are Entities. Participant, on behalf of itself and its Related Providers, as their duly authorized agent, accepts the duties of a CIN Member as set forth herein. Each and every Related

Provider individually assumes and accepts the same duties as Participant and their participation hereunder is not effective until their execution of the Joinder Agreement attached as Exhibit D.

Participant shall deliver written notice to CIN of termination of any Related Provider's relationship with Participant within thirty (30) days of the effective date of such termination.

Participant shall deliver to CIN as soon as possible an executed Joinder Agreement for any Related Provider who desires to become a Related Provider subsequent to the Effective Date, which Joinder Agreement will become effective only upon the execution by CIN.

Participation in Federal Health Care Programs. Participant shall, and shall cause each Related Provider to, be and remain a participating provider in the Medicare and Medicaid programs and any other Federal Health Care Programs as reasonably requested by CIN from time to time.

Notification of Certain Events. Participant shall notify Clinical Integration Entity in writing as soon as reasonably practicable (but in no event greater than thirty (30) days) after it becomes aware of any of the following:

Participant or a Related Provider becomes the subject of, or is materially involved in, any investigation, proceeding, or disciplinary action by any Federal Health Care Program, any state's medical board, any agency responsible for professional licensing, professional standards or behavior, or any medical staff;

Participant or a Related Provider becomes the subject of any action or proceeding arising out of or relating to this Agreement; or

Any event that materially interrupts or affects Participant's or a Related Provider's ability to perform any of their respective obligations under this Agreement.

Remedial Action. If the performance of Participant is determined by CIN to fall below the level of performance required by a CIN Policy, the CIN Membership Criteria or a particular Program, CIN shall notify Participant (and the affected Related Provider) of such noncompliance, and Participant or Related Provider, as applicable, shall adopt a performance improvement plan consistent with the CIN Performance Improvement Policy. In the event Participant's (or Related Provider's, as applicable) performance does not sufficiently improve in accordance with the terms of the Performance Improvement Policy, CIN shall impose sanctions according to the Performance Improvement Policy, up to and including terminating Participant or the affected Related Provider from participation under the particular Program and/or the CIN Program in accordance with Section 6.4.

Provision of Services. Participant agrees only to provide health care services under the CIN Program that Participant is licensed and credentialed to provide in compliance with this Agreement and any applicable Payer Agreement. Participant agrees not to discriminate in the provision of health care services based on any legally protected status, marital status, health status, sex (including sexual orientation or gender identity), or income.

Provider/Patient Relationships. Participant shall retain sole responsibility for medical decision-making with regard to a specific patient. Nothing in this Agreement nor any policy shall be interpreted to supplant, interfere with, or impose restrictions on the traditional physician-patient relationship. No policy shall substitute for or

take precedence over any Participant's duty to render care within the standard of care and all applicable legal duties and regulatory requirements. Participant is solely responsible to each patient for all aspects of health care and treatment within the scope of Participant's competence and license, including the quality and levels of such care and treatment.

Use of Name. During the Term, CIN shall have the right to utilize the name, trademarks, logos and symbols identifying Participant and Related Providers, consistent with and in furtherance of the CIN Program.

RECORDS, DATA AND CONFIDENTIALITY

Records. Participant shall maintain medical and other records, and collect data and information relating to services furnished in connection with the CIN Program in accordance with applicable state and federal laws and applicable CIN Policy. Except as limited by a Program Agreement, Participant agrees to provide CIN access, without charge, to all medical, claims and other data and information deemed necessary and appropriate for management of individual or population health management purposes to allow CIN to perform CIN Activities and meet applicable Performance Standards.

EHR Interoperability. CIN's access to and use of certain information technology systems (including hardware and software) by Participant and its Related Provider(s), if any, will be critical to the success of the implementation, operation and administration of the CIN Program, including without limitation the ability to share and report data, as well as care coordination, patient safety and population health activities. Each Participant shall: (i) adopt and comply with the information technology standards and criteria described in the CIN Policies for Participant and its Related Providers, if any, as such standards and criteria may be modified or updated from time to time by Clinical Integration Entity; and (ii) adopt and use those information tech nology systems identified by Clinical Integration Entity that are required for participation as a Participant in the CIN Program. Clinical Integration Entity and Participant shall agree upon reasonable compliance timelines for such adoption, use and compliance requirements, including with respect to those in effect as of the Effective Date, as such requirements change over time and with respect to additions of new Participants. Participant agrees to allow CIN access to its electronic health/medical record, subject to compliance with Applicable Law, including, but not limited to, HIPAA and applicable state privacy laws.

Data Submission. During the Term, if required by an applicable Program or policy, Participant agrees to prepare and submit electronically claims information, data, and/or reports about clinical encounters and such other information necessary to process and/or to verify such claims and all other data and information, including quality data, required by applicable CIN Policy and Programs.

Access to Records and Documentation. Program Agreements may require Participants to submit to an audit to evaluate the records, data and other information created or used by the CIN Program, Participants, and other individuals or entities performing CIN Activities that pertain to a Program. Participant agrees to cooperate fully with any such requests.

Confidential Information.

Participant acknowledges that all Confidential Information of the CIN Program, except medical records and any other non-aggregated information belonging to Participant, is the exclusive property of CIN, is confidential and may not be used or disclosed by Participant, except as expressly permitted herein or required by Applicable Law. In the event of a breach of this Section 3.5, CIN will be entitled to enjoin Participant from such breach and obtain an equitable remedy prohibiting Participant from disclosing in whole or in part the Confidential Information of CIN and the CIN Program. The term "Confidential Information" includes, without limitation: (a) all budgets, strategic plans, marketing plans, financial information, data, documents, records, and other materials, which contain information relating to the operation of the CIN Program; (b) all methods, techniques, and procedures utilized in providing services to patients not readily available through sources in the public domain; (c) all trademarks, trade names, and service marks of CIN and the CIN Program; (d) all proprietary computer software, programs, data files, and documentation; (e) all work product (including materials developed by Participant) prepared in connection with or resulting from the performance of services under this Agreement; (f) all CIN Policies and the methods and manner by which CIN conducts the CIN Activities; and (g) all non-public information obtained as part of this Agreement.

In the event that Participant is compelled to disclose Confidential Information pursuant to any statute, regulation, order or other form of valid legal process, Participant agrees to provide CIN with prior written notice of such compelled disclosure as soon as practicable after receiving the legal process to permit CIN to seek a protective order. If, following receipt of such written notice from Participant, CIN is unable to obtain or does not seek a protective order, and Participant is legally compelled to disclose the Confidential Information, then such disclosure of such Confidential Information under legal compulsion will be made without liability. Unless otherwise required by law, Participant agrees that, before reporting any actual or perceived violation of law, by CIN or any Participant, or other person with regard to the provision of services under this Agreement, to any governmental entity, Participant will first discuss any potential legal or compliance matter with CIN's designated compliance officer and, unless otherwise required by law, provide CIN an opportunity to investigate and appropriately report any compliance matter brought to its attention by Participant. This Section 3.5 will survive the termination of this Agreement for any reason.

HIPAA. The parties are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") in the performance of CIN Activities, as follows: (i) to the extent that CIN and/or CIN Members perform CIN Activities for Participant, they are conducting health care operations on Participant's behalf and are therefore a Business Associate of Participant; and (ii) to the extent that Participant performs CIN Activities for other CIN Members, Participant is conducting health care operations on behalf of such CIN Members and is therefore a Business Associate of such CIN Members. Thus, in performing CIN Activities, the parties agree to adhere to the requirements of HIPAA, including any amendments made thereto from time to time, and with any comparable requirements under state law in relation to maintaining the privacy and security of PHI, and Participant agrees to execute and abide by the terms and conditions of the Business Associate Agreement, in the form attached hereto as Exhibit E.

FINANCIAL OBLIGATIONS AND CIN PROGRAM INCENTIVE AWARDS

Relationship With Payers. During the Term, Participant agrees to maintain in effect a separate Payer Agreement with each Payer with whom CIN has entered into a Program Agreement applicable to Participant.

Participant shall immediately notify CIN in the event of suspension or other termination of any such Payer Agreement. Participant understands and acknowledges that CIN or a Payer may restrict or limit the number of Participants participating in a particular Program Agreement.

Payer Obligations to Pay Claims. Except as expressly agreed in writing by CIN, each Payer has full and final responsibility and liability for payment of claims under an applicable Payer Agreement. CIN is not responsible for, does not guarantee, and does not assume liability for payment of any claim for services rendered under a Payer Agreement, and all final decisions with respect to the payment of claims are the responsibility of the applicable Payer.

Overpayment. In the event that Participant receives an overpayment from a Payer, Participant is solely responsible for reimbursing such overpayment to the Payer. CIN is not responsible for and does not assume liability for any amounts Participant may owe Payers.

Fee-Related Information. Participant may not directly share or disclose fee-related information with other CIN Members, or seek or request fee-related information regarding any other person or entity participating in the CIN Program. CIN will maintain the confidentiality of any fee-related information Participant provides to it and will not share or disclose specific fee-related information to any CIN Member (except as permitted by Applicable Law or as necessary for reporting purposes). It is understood that this will not limit or restrict CIN from disclosing aggregated data or reviewing such data in the context of the CIN Governance Committee providing oversight.

Incentive Awards. CIN may be eligible for Incentive Awards in accordance with the terms of a Program Agreement. CIN will use and/or distribute each Incentive Award in accordance with the applicable methodology adopted by CIN in its sole discretion, by which the CIN Program will use and distribute Incentive Awards received from Payers in connection with each respective Program Agreement ("Incentive Award Methodology"). To the extent CIN receives Incentive Awards and distributes all or a portion of such Incentive Awards to CIN Members, Participant shall only be entitled to receive a distribution for Programs in which Participant has participated during the applicable period.

CIN COVENANTS

Infrastructure. CIN shall assist with the development and maintenance of necessary infrastructure to operate the CIN Program.

Clinical Guidelines and Protocols. CIN will develop and/or adopt and implement patient-centered care strategies to implement evidence-based guidelines, clinical protocols, processes, and capabilities to control costs and ensure quality.

Business Associate. CIN shall adhere to the terms of the HIPAA Business Associate Agreement attached as Exhibit D.

Transparency. CIN shall make available for review by Participant: CIN Policy, Program Agreements applicable to Participant, reports detailing the progress of Participant and other Participants in the CIN Program

toward Performance Goals, and certain information related to Incentive Awards and the distribution of funds received.

TERM AND TERMINATION

Term and Renewal. This Agreement shall be for a term of [ ] years ("Initial Term"), effective as of the Effective Date. Upon expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year terms (a "Renewal Term"), unless otherwise terminated as provided herein. (Initial and Renewal Terms are collectively referred to as the "Term".)

Termination of Agreement. Either party may terminate this Agreement for any or no reason, without penalty, upon providing the other with at least one hundred twenty (120) days' prior written notice. The participation of each Related Provider, if any, will automatically terminate upon the termination of Participant.

Termination of a Participant/Related Provider from a Program. CIN may terminate the participation of any Participant or Related Provider in any Program, for any or no reason, upon providing Participant, or Related Provider, if applicable, with at least sixty (60) days' advance written notice. The participation of any Related Provider will automatically terminate with respect to all CIN Programs upon the termination of their employment or other contractual relationship with Participant.

Automatic Termination of Related Providers. If a Related Provider ceases to be employed by, or contracted with, Participant for any reason, then such Related Provider's participation in any Program under this Agreement shall immediately terminate.

Additional Grounds for Termination. CIN may terminate Participant or any Related Provider's participation in the CIN Program for: (a) failure to meet and maintain the CIN Program Membership Criteria; (b) engaging in conduct inconsistent with or potentially detrimental to the delivery of quality patient care or contrary to the best interests of CIN and/or the CIN Program; or (c) material non-compliance with this Agreement, a Program Agreement or CIN Policy, provided that in lieu of terminating this Agreement CIN may terminate the participation of Participant or any Related Provider in select Programs only. Participant and its Related Provider(s), if applicable, will be provided thirty (30) days' advance written notice prior to termination under this Section and a thirty (30) day opportunity to cure such non-compliance to the reasonable satisfaction of CIN.

Immediate Suspension. CIN may immediately suspend Participant or any Related Provider's participation in any or all Programs pending completion of termination proceedings if CIN has a reasonable basis for concluding that Participant or such Related Provider poses an immediate risk to patient care or poses an undue disruption of CIN Program operations.

Review of Decision. Any and all decisions of CIN pursuant to this Article VI are final and will not be subject to review by or appeal to any individual, committee, court, arbitrator, administrative body or other entity, unless otherwise required by Applicable Law or a Program Agreement.

Termination of Program Agreement. The termination of a given Program Agreement will automatically terminate the participation of Participant and Related Providers in that particular Program. If a Program

Agreement between CIN and a Payer is terminated, for any reason, any and all financial benefits, rewards, or incentives available under the terms of such Program Agreement will be used and/or distributed in accordance with the applicable Incentive Award Methodology.

Effect of Termination. The provisions of this Agreement will be of no further force or effect after its termination but each party will remain liable for obligations or liabilities arising from activities carried on prior to the termination and under provisions which by their terms survive termination of this Agreement. Upon the termination or expiration of this Agreement, Participant shall be required to furnish all data necessary to complete the assessment of the CIN Program's performance and address other relevant matters, as reasonably directed by CIN.

MISCELLANEOUS

Amendment. This Agreement may be amended at any time by mutual written consent of the parties. Notwithstanding the foregoing, CIN may amend this Agreement as necessary (a) to comply with Applicable Law or (b) to implement, policies, procedures, or programs adopted by CIN.

Entire Agreement. This Agreement, together with the addenda attached hereto, constitutes the complete and exclusive statement of agreement among the parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

Assignment and Benefit. This Agreement may not be assigned or any duties hereunder delegated, in whole or in part, by Participant, and any such purported assignment of this Agreement or delegation shall be null, void, and of no force of effect. CIN may assign this Agreement or delegate any duties hereunder by giving Participant at least thirty (30) days advance written notice of the same.

Waiver. No waiver of or failure by either party to enforce any of the terms, conditions, or obligations herein will be construed as a waiver of any subsequent breach of such term, condition, or obligation, or of any other term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts will be deemed an extension of the time for performance of any other obligations or acts.

Notices. Except where this Agreement indicates that notice will be furnished in accordance with CIN Policies, any notice required to be given hereunder will be in writing and must be personally delivered or sent by overnight mail to the addresses set forth on the execution page of this Agreement. Such notice will be effective upon delivery. Notice by CIN to Participant will be deemed to constitute notice to each of its Related Providers.

General Interpretation; Ambiguities. Ambiguities, if any, in this Agreement will be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and will not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

Choice of Law; Venue. This Agreement will be construed and governed by the laws of the State of Texas irrespective of its choice-of-law principles. Venue for any action arising under this Agreement will lie in Harris County or in the federal courts for the Southern District of Texas.

Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision will be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

Signatures. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his/her individual capacity that he/she has full authority to do so on behalf of such entity.

Survival. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations, and warranties, expressed or implied, will survive the termination of this Agreement, and will remain in effect and binding upon the parties until they have fulfilled all of their obligations under this Agreement, and the statute of limitations will not commence to run until the time such obligations have been fulfilled.

Independent Contractors. The parties to this Agreement are independent entities, and neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of a financial or legal nature incurred by the other party.

Changes in Laws. In the event there are changes to any Applicable Law, or the application thereof, or the interpretation of existing provisions or the adoption of new legislation, any of which would in the reasonable opinion of counsel to either party affect the legality of this Agreement, the parties agree to examine the Agreement and to re-negotiate those provisions which are required to be revised in order to accommodate such changes.

Third Party Beneficiaries. No individual or firm, corporation, company, partnership or other entity shall be a third-party beneficiary of the representations, warranties, covenants, and agreements made by any party hereto.

Counterparts. This Agreement may be executed in one or more counterparts, and with counterpart facsimile signature pages, each of which for all purposes shall be deemed to be an original, but all of which when taken together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS HEREOF, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the undersigned have agreed to be bound by this Agreement.

PARTICIPANT:

Name: _____

Signature: _____

Title: _____

Date: _____

TIN: _____

Provider Number/NPI (if applicable):
_____

Notice Address:
_____
_____
_____

CIN:

Renaissance Physician Organization, Inc.

Signature: _____

Title: _____

Date: _____

Notice Address:
_____
_____
_____

EXHIBIT A
CIN PROGRAM SELECTION CRITERIA

For Primary Care and Specialist Physicians:

- Be a member in good standing of Renaissance Physician Organization ("*RPO*") or other value-based physician organizations or IPA's whom the RPO CIN Program Committee has formally approved and chosen to affiliate with for purposes of expanding the geographic scope of its CIN.
- Credentials and history of sanctions have been verified by CIN Program Committee and are satisfactory.
- Approved by RPO CIN Program Committee.

EXHIBIT B
CIN PROGRAM PARTICIPATION CRITERIA

- Be and remain a member in good standing with an Approved Organization.
- Maintain medical staff privileges at a facility.
- Act in a professional manner in relationships with patients, physicians and staff.
- Actively participate in and adhere to the CIN Program's clinical programs, evidence-based guidelines, quality standards and care coordination programs, performance measurement and reporting procedures and any requirements to contribute to the core goals of the CIN Program.
- Be held accountable via the CIN Program's Performance Improvement Policy, which encompasses performance monitoring, evaluation and remediation process, inclusive of peer-to-peer counseling, economic incentives and potential sanctions up to and including termination from participation in the CIN Program.
- Maintain connectivity with the CIN to share electronic clinical and demographic data.
- Permit the CIN to review post-adjudicated claims data that are relevant to its programs
- Achieve the targeted performance levels within established protocols, pathways, and metrics as defined for the CIN Program by CIN.
- Participate in all CIN contracts in which Participant has opted in.
- Demonstrate a willingness and commitment to promoting utilization of CIN Program resources in a manner that improves care coordination, clinical quality and data transparency.
- Be an active participant in leadership, development oversight roles for the CIN Program.
- Attend educational programs related to CIN programs and evidence-based medicine.
- Meet all credentialing guidelines.

EXHIBIT C
PARTICIPATION FEE

Participants who are individuals shall remit to CIN Two Hundred Fifty Dollars ($250.00) annually as a Participation Fee. Participants who are physician group entities shall remit ($1,000.00) annually as a Participation Fee, which will cover all of its Related Providers. Notwithstanding the foregoing, CIN may, in its sole discretion, elect to waive or remit some or all of this Participation Fee for those Participants/Related Providers whom CIN determines to have devoted significant time and effort to the development and/or ongoing operations of the CIN Program; provided, however, that the decision to modify any Participation Fee may not be based in whole or in part on the volume or value of the Participant's or Related Provider's referrals to or business generation for CIN or any other Participant or Related Provider.

EXHIBIT D

JOINDER AGREEMENT

The undersigned individual desires to be considered a "Related Provider" as defined in the CIN Participant Agreement between CIN and _____ *[fill in name of Participant]* ("Agreement") and hereby acknowledges, agrees and confirms that, if approved as a Related Provider by CIN to participate in the CIN Program, he/she:

(1) Has received a copy of the Agreement;

(2) By execution of this Joinder Agreement, shall be bound to perform those duties and obligations assumed by Participant on Related Provider's behalf under the terms of the Agreement; and

(3) Commits to be an active participant in the CIN Program, in compliance with CIN Policy and Performance Standards and Physician Clinical Integration Acknowledgment, a signed copy of which is attached hereto.

_____

Print Name: _____

National Provider Identification: _____

Primary Specialty: _____

Date: _____

Approved by CIN as a Related Provider:

_____

_____

Date: _____

EXHIBIT E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into and effective as of the _____ day of _____, 20____ ("Effective Date") by and between _____ ("Covered Entity"), and Renaissance Physician Organization, Inc. ("Business Associate")(collectively, the "Parties").

WITNESSETH

WHEREAS, Covered Entity is a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"), and as described in the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"); and

WHEREAS, Business Associate will provide certain quality control and reporting services (the "Services") for Covered Entity pursuant to the terms of the CIN Program Participant Agreement between the Parties, the performance of which involves exposure to certain Protected Health Information, as defined in 45 CFR 160.103 and limited to the information created or received by Business Associate from or on behalf of Covered Entity ("PHI");

WHEREAS, to the extent that Business Associate and/or other members of the clinically integrated network perform services for Covered Entity, they are conducting health care operations on Covered Entity's' s behalf and are therefore a Business Associate of Covered Entity;

WHEREAS, HIPAA requires that Covered Entity enter into written agreements with its business associates in order to regulate the use and disclosure of certain protected health information of Covered Entity; and

WHEREAS, Covered Entity and Business Associate agree to enter into this Agreement under the terms and conditions set forth herein to meet the applicable requirements for such business relationships under HIPAA.

NOW THEREFORE, for and in consideration of these premises, the Parties' other mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties hereto acknowledge, covenant, and agree as follows:

Obligations of Business Associate

Permitted Uses and Disclosures of PHI. Business Associate shall use and disclose any PHI it may receive from Covered Entity only to perform the Services and carry out the obligations of Business Associate under the Agreement, and in accordance with applicable federal and state laws, including but not limited to HIPAA. Business Associate may also use or disclose PHI for the proper management and administration of the Business Associate, for data aggregation services, or to carry out its legal responsibilities if such disclosure is required by law or if (i) the Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (ii) the person or entity agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has

been breached. Business Associate shall not use or further disclose PHI other than permitted or required by this Agreement or as otherwise required by law.

Safeguards. Business Associate shall implement and use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and prevent the use or disclosure of PHI other that as set forth in this Agreement or as permitted or required by law. Business Associate agrees to notify Covered Entity in the event of any breach of unsecured PHI held by or under the control of Business Associate, including the identity of the affected individual(s) and all other relevant information, within three (3) business days of becoming aware of such breach. Unless the context of the relationship specifically requires otherwise, the parties disclaim any agency relationship between Covered Entity and Business Associate.

Reporting Disclosures of PHI. In the event Business Associate, its agents, employees or contractors use or disclose PHI in violation of this Agreement, Business Associate shall report such use or disclosure to Covered Entity as soon as Business Associate becomes aware of such violation, including the circumstances surrounding the use or disclosure and a description of the PHI inappropriately used or disclosed. Business Associate shall report to Covered Entity any security incident of which it becomes aware.

Mitigation of Harmful Effects. Business Associate shall establish procedures for mitigating harmful effects of any improper use or disclosure of PHI that Business Associate reports to Covered Entity.

Third Party Agreements. Business Associate shall require all of its subcontractors and agents that receive, use or have access to PHI under this Agreement to agree in writing to adhere to the same restrictions and conditions applicable to the use or disclosure of such PHI as required herein.

Access to Information. Within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set (as defined in 45 C.F.R. 164.501) in Business Associate's possession, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set by Business Associate. In the event any individual requests access to his or her own PHI directly from Business Associate, Business Associate shall forward such request for access to PHI Covered Entity upon receipt of same. Business Associate shall reasonably cooperate with Covered Entity to provide an individual, at Covered Entity's written direction, with access to the individual's PHI in Business Associate's possession within ten (10) business days of Business Associate's receipt of written instructions for same from Covered Entity. Any denials of access to PHI requested shall be the responsibility of Covered Entity.

Amendment of PHI. Business Associate agrees to make PHI in a Designated Record Set available for amendment and to incorporate any appropriate amendments at the direction of and in the time and manner designated by Covered Entity. Business Associate further agrees to forward any request for amendment of PHI made by an individual to Covered Entity upon receipt of such request, and take no action on such request until directed by Covered Entity.

Accounting 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 CFR 164.528 and to provide Covered Entity with an accounting of such disclosures in the time and manner designated by Covered Entity. Business Associate further agrees to forward any request for an accounting of disclosures of PHI made by an individual to Covered Entity upon receipt of such request. To the extent Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of such PHI upon the request of an individual for a period of at least three (3) years prior to such request (but no earlier than the effective date of this Agreement), as required by HITECH; such accounting shall be directly to the individual if requested by Covered Entity.

Access to Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the requirements of HIPAA.

Obligations under ARRA. Business Associate acknowledges that it is subject to the security and data breach provisions of HIPAA and agrees to abide thereby. Business Associate also agrees to abide by all of the privacy provisions set forth in Title XIII, Subtitle D of ARRA, including without limitation restrictions on marketing and requirements relating to limited data sets and minimum necessary disclosures.

Obligations of Covered Entity

Notice of Privacy Practices. Covered Entity agrees to provide Business Associate with a copy of Covered Entity's "Notice of Privacy Practices," required to be provided to individuals in accordance with 45 CFR 164.520, as well as any subsequent changes to such notice.

Changes to or Restrictions on Use or Disclosure of PHI. Covered Entity will provide Business Associate with any changes to, or revocation of, permission to use or disclose PHI if such changes affect Business Associate's permitted or required uses or disclosures. Covered Entity will further notify Business Associate of any restriction to the use or disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522, and any restriction requested by an individual which Covered Entity is required to comply with in accordance with the provisions of HITECH.

Requested Uses or Disclosures of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in any manner inconsistent with state or federal law.

Term and Termination

Term. This Agreement shall be deemed effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless otherwise terminated under the terms and conditions set forth herein.

Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, its agents or subcontractors, this Agreement and any underlying services agreement may be immediately terminated by Covered Entity, as provided under 45 CFR 164.504(e)(2)(iii). At its option, Covered Entity may choose to (i) provide Business Associate with written notice of the existence of a material breach of this Agreement; and (ii) permit Business Associate to cure the material breach upon mutually agreeable terms.

In the event Business Associate is afforded an opportunity and fails to cure the breach in accordance with such mutually agreeable terms, this Agreement and any underlying services agreement may be immediately terminated at the option of Covered Entity. In the event Covered Entity violates its obligations under HIPAA in a manner related to this Agreement, Business Associate shall provide Covered Entity with notice of such breach; if Covered Entity does not cure such breach within a reasonable period of time, Bu siness Associate may terminate this Agreement.

Effect of Termination. Upon termination of this Agreement, Business Associate shall return or destroy all PHI created or received by Business Associate, its agents and subcontractors to the extent feasible, without retaining any copies of such PHI. If Business Associate and Covered Entity mutually agree that return or destruction of the PHI is not reasonably feasible, Business Associate agrees to extend the protections of PHI under this Agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible.

Miscellaneous Provisions

Definitions and Interpretation; Indemnification. All words used herein but not defined herein shall have the meanings set out in HIPAA, and this Agreement shall be interpreted in such a fashion as to cause the parties to be in compliance with HIPAA.

Assignment. Neither party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other party, and any such attempted assignment shall be void.

Amendment. This Agreement shall not be modified or amended except by a written document executed by each of the parties to this Agreement, and such written modification or amendment shall be attached hereto.

Waiver of Provisions. Any waiver of any terms and conditions of this Agreement must be in writing, and signed by both Business Associate and Covered Entity. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions of the Agreement.

Parties In Interest; No Third-Party Beneficiaries. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and permitted assigns of the parties to this Agreement. Neither this Agreement nor any other agreement contemplated in this Agreement shall be deemed to confer upon any person not a party to this Agreement any rights or remedies contained in this Agreement.

Governing Law. This Agreement, the rights and obligations of the parties hereto, and the entir e relationship between the parties relating hereto shall be governed by and construed and enforced in accordance with the substantive laws (but not the rules governing conflicts of laws) of the state of Texas and with HIPAA.

Notice. Whenever this Agreement requires or permits any notice, request, or demand from one party to another, the notice, request, or demand must be in writing to be effective and shall be deemed to be delivered and received (i) if personally delivered or if delivered by telex, telegra m, facsimile or courier service, when actually received by the party to whom notice is sent or (ii) if delivered by mail (whether actually received or not), at the close of business on the third business day next following the day when placed in the mail, postage

prepaid, certified or registered, addressed to the appropriate party, at the address of such party set forth below (or at such other address as such party may designate by written notice to all other parties in accordance herewith):

If to Covered Entity: _____

_____

_____

_____

Attn: _____

If to Business Associate: Renaissance Physician Organization

_____

_____

_____

Authorization. The Parties executing this Agreement hereby warrant that they have the authority to execute this Agreement and that their execution of this Agreement does not violate any bylaws, rules, or regulations applicable to them.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Renaissance Physician Organization:

By:

Printed Name: _____

Its:

Date:

By:

Printed Name: _____

Its:

EXHIBIT F
PHYSICIAN CLINICAL INTEGRATION ACKNOWLEDGEMENT

THIS CLINICAL INTEGRATION ACKNOWLEDGEMENT is made by and between Renaissance Physicians Organization, Inc. ("***CIN***") and _____, M.D. ("***Physician***").

WHEREAS, Physician provides medical care to individuals pursuant to contracts arranged by CIN.

WHEREAS, CIN members that have signed a CIN Program Participant Agreement (the "***Participant Agreement***") either as individual or through a group they are employed by or contracted with (collectively referred to herein as a "***CIN Participant***"), are clinically integrated and mutually interdependent providers that seek to control health care costs and ensure quality and coordination of care for patients; and

WHEREAS, Physician is a CIN Participant; and

WHEREAS, to ensure appropriate clinical integration in accordance with guidance on clinical integration established by the Federal Trade Commission and the Department of Justice, CIN seeks from Physician his or her acknowledgement regarding certain conditions of participation, and Physician wishes to acknowledge his obligation to comply with such conditions of participation and membership under the Participation Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, rights and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Physician acknowledges the following:

RESPONSIBILITIES OF CIN

Development of Policies. CIN agrees to develop and implement policies and procedures to ensure substantial clinical integration of the services provided by CIN Participants, in accordance with guidelines of the Federal Trade Commission and the U.S. Department of Justice. CIN's goal is to function as a clinically integrated independent practice organization to develop and implement an active and ongoing program to evaluate and modify the practice patterns of a selected group of participating physicians who have demonstrated the capability of achieving a high degree of interdependence and cooperation to control costs and ensure quality and to promote quality, the delivery of cost-effective medical services..

Administrative Services. CIN shall perform or cause to be performed all administrative, accounting and other functions relating to the maintenance of a clinical integration program on behalf of CIN Participants.

RESPONSIBILITIES OF PHYSICIAN

Compliance with Policies. For so long as Physician is providing services under the Participant Agreement and consistent with the terms thereof, Physician agrees to comply with all clinical integration policies adopted by CIN from time to time, copies of which will be provided to Physician in advance of their effectiveness as to Physician. Specifically, Physician agrees to comply with the CIN Clinical Integration Policies, all policies and procedures contained in the CIN Provider Manual, including but not limited to the CIN Performance Improvement Policy, and the CIN Clinical Integration Policies and Procedures, attached hereto as Attachment A and incorporated by reference into this Acknowledgement.

Reasonable Cooperation. Physician agrees to use his/her best efforts to provide reasonable assistance and cooperation to provide information required hereunder to CIN in a timely manner in order to facilitate the clinical integration program.

Multiple Counterparts. This Acknowledgment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Renaissance Physician Organization

_____

By:

Title:

Date:

Physician

_____

By:

Date:

ATTACHMENT A
CIN CLINICAL INTEGRATION POLICIES AND PROCEDURES

Definitions.

Ancillarity

The nexus between CIN's joint contracting and collective bargaining on behalf of CIN Participants and achievement of the maximum efficiency benefits of the Clinical Integration Program. In other words, the ability and necessity of CIN's joint conduct to facilitate Clinical Integration Program efficiencies and pro-competitive benefits to consumers of CIN services.

Clinically Integrated CIN

Through CIN's Clinical Integration Program, participating CIN Participants have a high degree of interdependence and cooperation. Reports and information on Performance Measures will be provided to Participants with the intent of evaluating and modifying their clinical practice patterns as needed. The goal is to achieve efficiencies, control costs and assure the quality of Participants' services. The Participant's active participation in CIN's Clinical Integration Program is a requirement for continued membership in CIN. All Participants participating in the Clinical Integration Program will participate in each contract when CIN reaches an agreement with a payor through collective negotiations.

Clinical Integration/Clinically Integrated

Partial (i.e., non-financial) integration and mutual interdependence of CIN Participants as a basis for achieving CIN's goals of enhanced efficiencies, including controlling and reducing healthcare costs and ensuring clinical quality, in part resulting from payor contracting activities undertaken by CIN on behalf of its Participant members.

Financial Integration

Sharing of financial risk among CIN Participants, either through participation in pre-paid or capitation payment formula contracts, bundling of episodes or case rates, financial withholds, or through overall economic integration and risk of operations.

Health Information Technology System ("HIT System")

CIN's clinical information management system that is the data repository of clinical health information collected from various sources including CIN Participants, hospitals, and independent laboratories. The HIT System is used to support the Clinical Integration Program and the quality and performance improvement initiatives of CIN.

CIN Committee (the "Committee")

The Committee is a representative group of CIN Participants who in coordination with CIN staff have authority to guide CIN Participants in Clinical Integration initiatives in accordance with the CIN Bylaws.

Performance Measure(s)

Evidence-based clinical performance measures, quality benchmarks, practice guidelines and protocols, utilization control mechanisms, and case and disease management programs, if applicable, and all updates thereto, as adopted by CIN from time to time.

Participant(s)

An appropriately licensed physician or other licensed healthcare provider permitted by state law and the CIN Governing Board to provide patient care services on behalf of CIN, and who satisfies the relevant membership criteria, is approved to participate as a Participant in CIN, and who has executed a written agreement to participate with CIN.

Clinical Integration.

These policies and procedures set forth CIN's Clinical Integration Program requirements.

CIN is a Clinically and Financially Integrated independent practice association ("IPA"). As a condition of membership, CIN requires of all CIN Participants certain actions to ensure appropriate clinical integration in accordance with guidance on clinical integration established by the Federal Trade Commission and the Department of Justice. Participants have a high degree of interdependence and cooperation. The Participant's active participation in CIN's Clinical Integration Program is a requirement for continued Participant membership in CIN.

As a Clinically and Financially Integrated IPA, CIN uses its best efforts to contract directly with managed health care companies and other payors on behalf of its CIN Participants. Absent Clinical or Financial Integration, CIN would face legal barriers to its ability to collectively bargain with managed care companies and other payors on behalf of its Participant members.

Goals.

The goals of the Clinical Integration Program include, but are not limited to, the following:

Improve the quality, consistency and coordination of patient care;

Reduce and control costs and increase efficiencies in the health care provided;

Accelerate the adoption and common use of the HIT System by CIN Participants;

Ensure a valuable and competitive product will be available for consumers that would not be possible through independent actions of the Participants;

Reduce the cost and burden of complying with health plan requirements; and

Seek enhanced reimbursement for providing higher quality care.

Conditions of Membership.

As a CIN member, each individual Participant understands and agrees to comply with the following conditions of membership:

Be and remain a member in good standing of CIN

Maintain medical staff privileges at a facility

Act in a professional manner in relationships with patients, physicians and staff

Actively participate in and adhere to the CIN Program's clinical programs, evidence-based guidelines, quality standards and care coordination programs, performance measurement and reporting procedures and any requirements to contribute to the core goals of the CIN Program

Be held accountable via the CIN Program's Performance Improvement Plan, which encompasses performance monitoring, evaluation & remediation process, inclusive of peer-to-peer counseling and economic rewards

Maintain connectivity with the CIN to share electronic clinical and demographic data

Permit the CIN to review post-adjudicated claims data that are relevant to its programs

Achieve the targeted performance levels within established protocols, pathways, and metrics as defined for the CIN Program by CIN

Participate in all CIN contracts approved and designated by CIN

Demonstrate a willingness and commitment to promoting utilization of CIN Program resources in a manner that improves care coordination, clinical quality and data transparency

Execute CIN's Health Insurance Portability and Accountability Act business associate agreement, as may be requested from time to time.

Participate in each payor contract executed by or on behalf of CIN.

Participant Participation.

To become or to be retained as a Participant in CIN, each CIN Participant is subject to the CIN credentialing and selection process. As a Clinically Integrated program, CIN is selective as to the individuals that are admitted to practice as CIN Participants. CIN may deny or terminate a CIN Participant's CIN participation for failure to promote and adhere to the Clinical Integration Program.

Obligations of CIN.

CIN will provide CIN Participants and CIN Participants' staff with educational opportunities and tools about the Clinical Integration Program and the HIT System.

CIN will provide CIN Participants with access to the CIN patient web portal where information on each CIN patient is stored, and will assist CIN Participants in interfacing with the HIT System.

CIN will provide Participants with periodic reports concerning each CIN Participant's individual and aggregate compliance with Performance Measures.

CIN will collectively negotiate with managed care companies and other payors on behalf of CIN Participants.

Investment in the Clinical Integration Program.

CIN and Participants acknowledge the significant financial capital and human capital investments that are required to adequately and reasonably support the organization and operation of the Clinical Integration Program. CIN has provided sufficient and ongoing investment in support of the Clinical Integration Program, as determined by the CIN Board, including, but not limited to, infrastructure development and maintenance and provision of appropriate professional staff. CIN Participants agree to provide sufficient and ongoing human capital in support of the Clinical Integration Program as approved by the Board, including, but not limited to, CIN Participant and CIN Participants' office staff training participation.

Health Information Technology System.

In recognition of the importance of the HIT System to achieving and maintaining Clinical Integration through the capture of information about patient care provided to CIN patients, CIN and CIN Participants agree to the following:

CIN Participants agree to undergo initial and ongoing training regarding the HIT System as requested by CIN. CIN Participants agree that their staff will participate in HIT System training sessions as requested by CIN.

CIN Participants agree to post and share on a timely basis clinical information about CIN patients on the HIT System, and to collaborate with other CIN Participants concerning common CIN patients.

CIN Participants agree that CIN will monitor Participant HIT System use and generate performance reports based in part on whether Participants appropriately utilize the HIT System.

Evidence-Based Medicine.

The Committee and the CIN Board will research, review and adopt Performance Measures for particular clinical conditions and/or diagnosis for each specialty and/or sub-specialty represented in CIN. The Committee will review and, if appropriate, adjust Performance Measures, particularly internal benchmarks as necessary, based on reported data and payor benchmarks as necessary but no less often than on an annual basis. In accordance with the CIN Bylaws, Committee members will provide insight into the medical care for the member's particular medical specialty and patient population while taking into account the recommended course of treatment as defined by specialty associations, government entities, and other third party sources. Committee members are encouraged to consult with other CIN Participants in the selection and adoption of Performance Measures.

Once adopted by the Committee and the CIN Board, Performance Measures will be disseminated to Participants. CIN staff will contact CIN Participants directly to discuss the Performance Measures as well as how information on adherence to Performance Measures will be collected and how the Participant's performance will be measured.

In coordination with the Committee, CIN benchmarks will be developed by reviewing and validating reported data. In addition to establishing internal benchmarks, payors may have benchmarks for consideration that target specific areas of care.

Ancillarity.

CIN jointly contracts and collectively negotiates with managed health care companies and other payors on behalf of CIN Participants. In addition to the already established Financial Integration of CIN, achieving the goals of the Clinical Integration Program is more likely to be attained through collective efforts. Joint contracting and collective negotiation are related to, and reasonably necessary to further, the Clinical Integration Program's integration and achievement of efficiencies and result in an overall procompetitive effect. In other words, there is ancillarity between joint contracting and achievement of CIN's Clinical Integration goals. Factors including but not limited to CIN's history, the substantial human and financial investments associated with the Clinical Integration Program, and the non-exclusive operation of the Clinical Integration Program, are indications that CIN's competitive restraints are subordinate to and in furtherance of the Clinical Integration Program.

CIN recognizes that the achievement of Clinical Integration Program efficiencies is contingent upon establishment of a defined group of CIN Participants who have committed to practice subject to the Clinical Integration Program's conditions and constraints, as identified in CIN policies and procedures, and among whom referrals and other key interactions in treating patients under the Clinical Integration Program will occur. Specifically, the Clinical Integration Program's joint contracting and collective bargaining will further CIN's efficient operation by allowing it to: 1) establish a pre-determined panel of CIN Participants that are easily identifiable to payors, patients, and referring physicians, 2) reinforce CIN's in-network referral program, 3) ensure that all CIN Participants are working toward the same financial and quality goals, 4) maximize opportunities for CIN to affect physicians' practice patterns and the quality of care patients receive, 5) maximize the opportunities for collaboration in the care of patients, 6) reduce CIN's administrative burdens, and 7) maximize transaction cost efficiencies.

Incentives and Penalties.

CIN and CIN Participants recognize the importance of compliance with and adherence to the Performance Measures for the purpose of Clinical Integration. Using a consistently applied methodology, CIN may, at its sole discretion, offer incentives to a CIN Participant for individual and/or aggregate achievement of Performance Measures; provided, however, that, if CIN makes an incentive available, CIN is not obligated to make the incentive available to each CIN Participant on the same terms as such incentive is made available to other CIN Participants. CIN may, in its sole discretion, allocate incentives based on the contributions and effort towards Clinical Integration made by various Participants.

Using a consistently applied methodology, CIN may, in its sole discretion, withhold incentives or otherwise penalize any CIN Participant for individual and/or aggregate failure to meet the Performance Measures; provided, however, that, if CIN penalizes a Participant, CIN is not obligated to penalize each Participant in the same manner as all other Participants. CIN reserves the right to penalize individual Participants based on a failure of contribution or effort towards Clinical Integration made by an individual Participant.

Clinical Integration Program.

As a condition of membership, each Participant acknowledges that he/she has received and reviewed, with counsel if desired, information concerning CIN requirements, including all current and available information related to Clinical Integration, Performance Measures and the HIT System.

Clinical Quality.

Compliance reports will be generated quarterly to detail Participants' compliance with the Performance Measures. Compliance reports will be generated at the CIN aggregate and Participant level. The CIN aggregate level report will demonstrate Performance Measures compliance per the Participant's specialty. The Participant level report will show reported patient information per Participant.

The Committee will review aggregate and Physician level compliance reports. In reviewing reports, the Committee will identify Participant(s) whose data demonstrates potential areas for improvement.

Periodically a small number of Performance Measures will be identified for targeted patient and Participant education opportunities.

Behavior Modification.

If the Participant level compliance report demonstrates a need for improvement as identified by the Committee, CIN staff will work with the individual Participant, the Participant's office staff and, on occasion, patients to engage in educational opportunities with the desired result being both increased Participant and patient compliance.

The Committee will be apprised of said educational efforts and will monitor the Participant level compliance reports for those identified Participants to ensure Performance Measures compliance improves and/or is maintained in accordance with Clinical Integration Program requirements.

Physician acknowledges they are subject to CIN Performance Improvement Policy

Recommended by the CIN Committee _March 27, 2018

Adopted by: CIN Board of Directors on _March 27, 2018

Care Coordination and Transitions of Care

The following protocols ensure a patient has quality coordination and effective transitions of care across a spectrum of associated health care providers.

Care coordination is essential to getting the correct care by the correct provider at the correct time. Care coordination activities are the foundational workflows that guide how CIN providers and practices will care for patients, monitor cost and quality, and ensure high-quality and efficient patient care, across CIN Lines of Business.

Specific care coordination domains include:

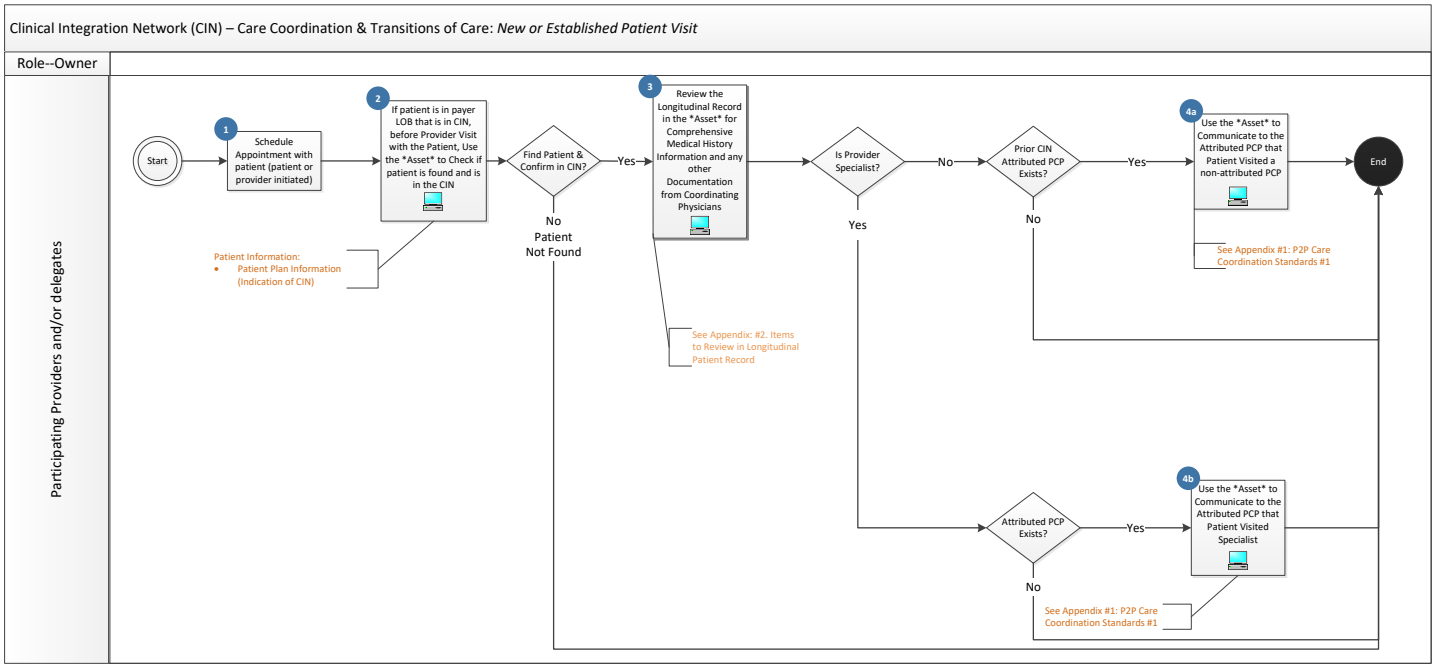
1. New or Established Patient
2. Patients Transitions from Hospital to PCP/Specialist
3. PCP Coordinates Care with Specialist
4. Specialist (A) Coordinates Care with Specialist (B)

The following criteria will be utilized on all patients cared for by the CIN.

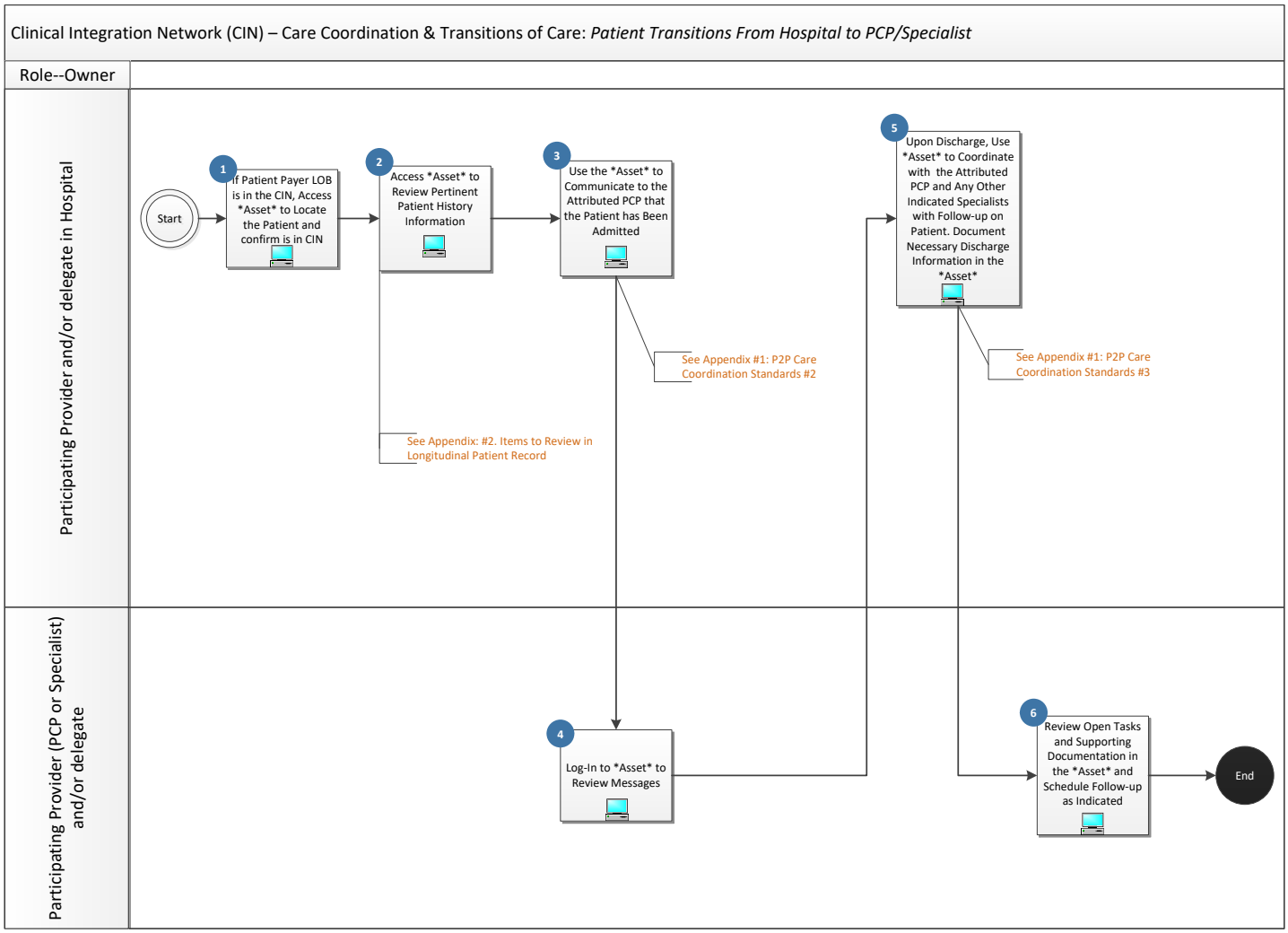
Care Coordination and Transitions of Care Criteria:

#	Criteria	Protocol
1	Identification	Participating Providers (PCPs and Specialists) and/or delegates shall use Arcadia to identify patients covered in the CIN. Providers will use Arcadia to collaborate to share and review the patient's longitudinal health record when a patient transitions between providers (PCPs and Specialists). The 360 degree view of a patient's health record is contained in Arcadia.
2	Communication	Participating Providers and/or delegates shall communicate using Arcadia when coordinating patient care between various levels of care. The minimum requirements (the minimum requirements for each coordination interaction are available in the Appendix) include, but are not limited to: • Alerting providers when a patient has been admitted • Documenting necessary clinical and medication information to the patient's longitudinal health record to share and collaborate with other providers • Reviewing the longitudinal health record upon admission and post discharge
3	Review	Participating Providers and/or delegates shall utilize Arcadia to review and communicate information related to a patient's current condition and potential clinical needs to address a particular disease state. Providers and/or delegates will add Clinical updates to Arcadia to be viewed by the coordinating physicians.
4	Monitor	Medical Directors and CIN oversight committee shall regularly review task history reports from Arcadia to ensure PCPs and Specialists are actively monitoring and completing assigned coordination activities.

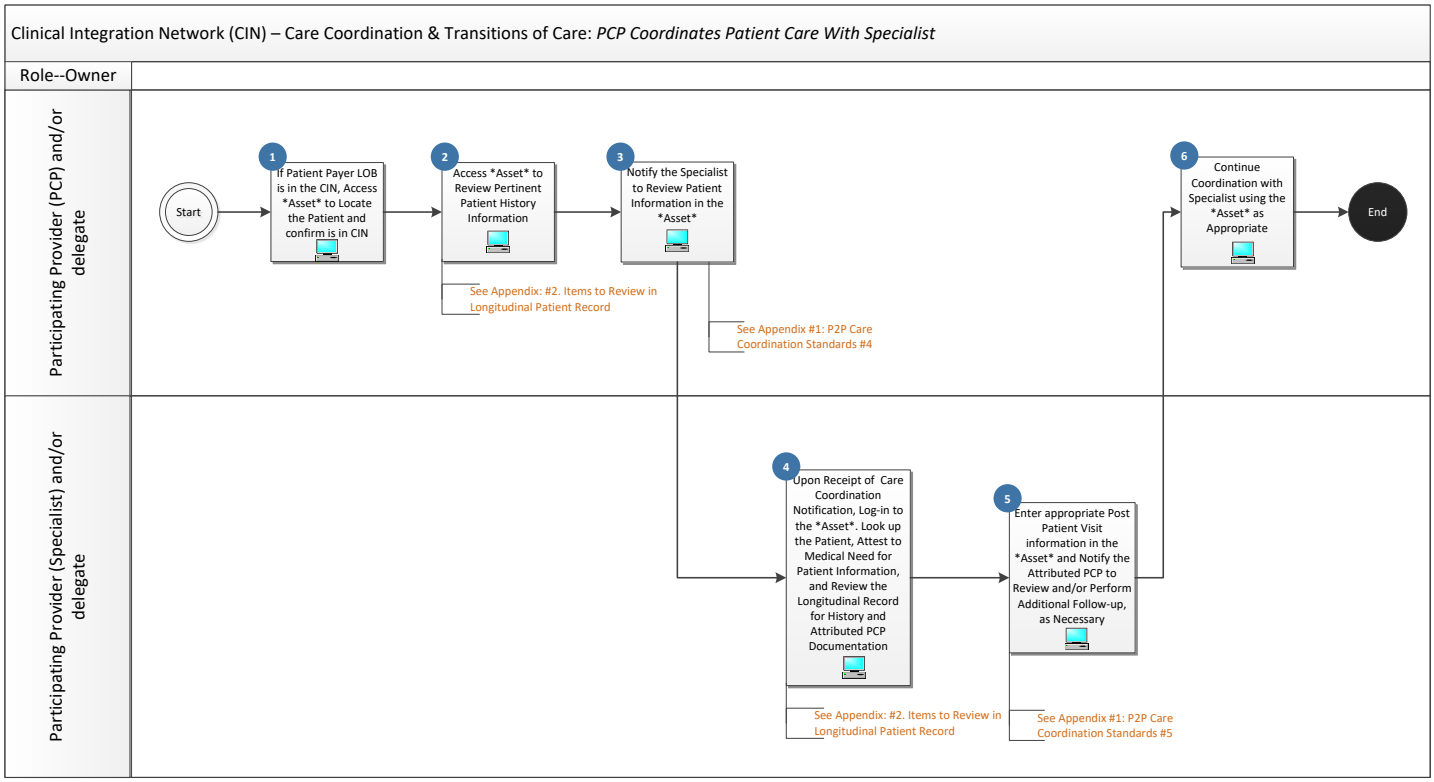
New or Established Patient Visit



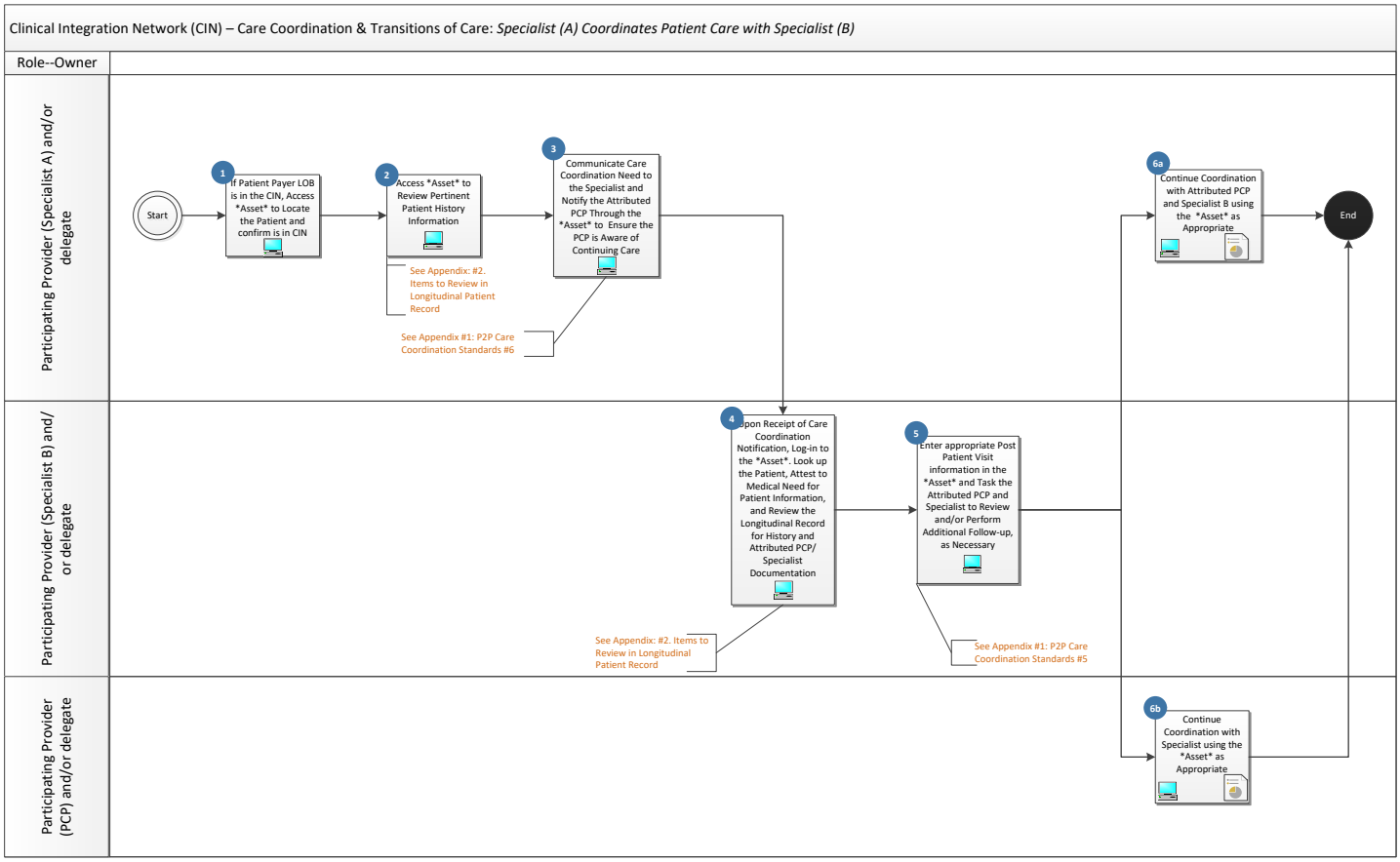
Patient Transitions from Hospital to PCP/Specialist



PCP Coordinates Patient Care with Specialist



Specialist (A) Coordinates Patient Care with Specialist (B)



CIN - Care Coordination Transiti

Chronic Disease Management

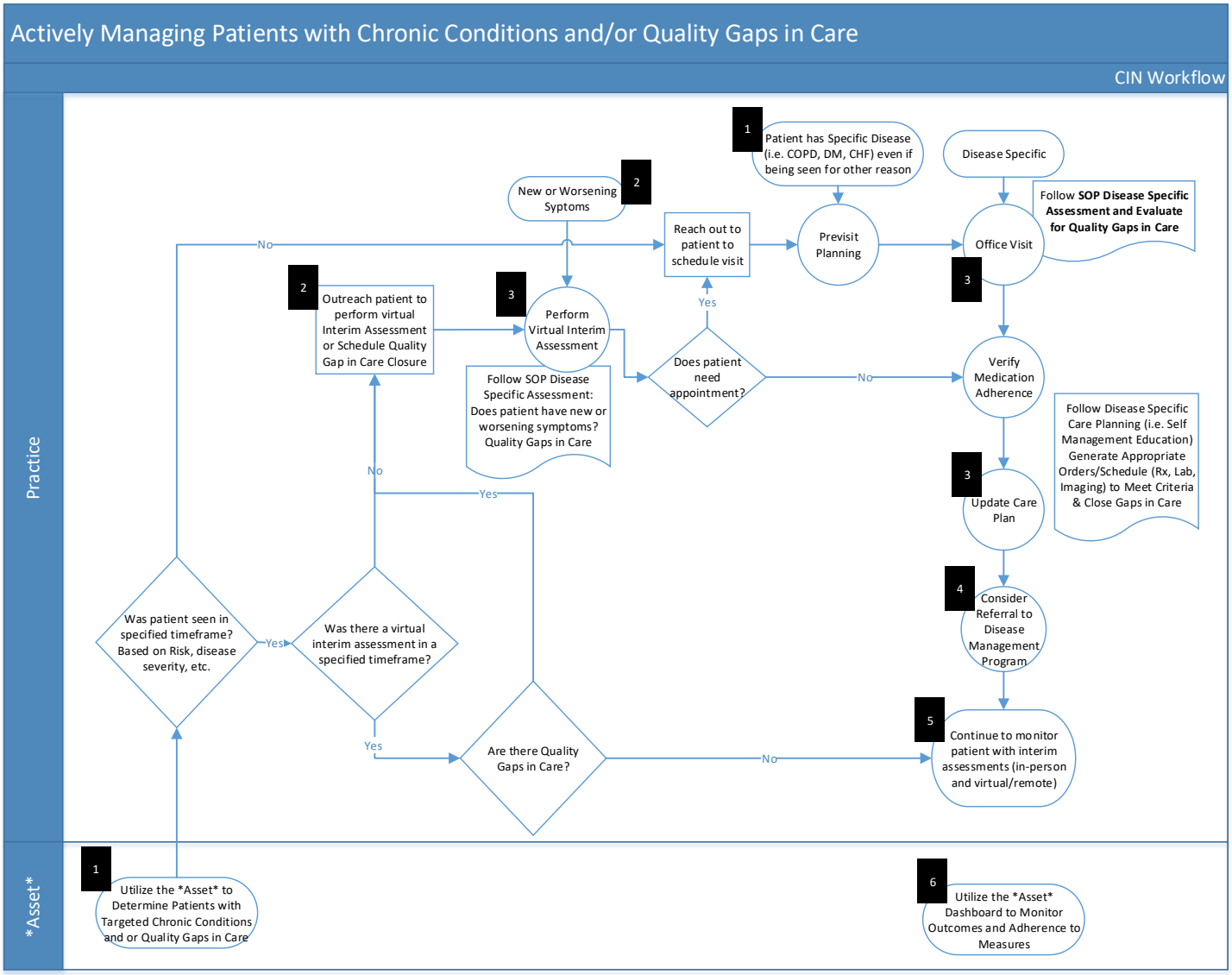
The following protocols ensure appropriate and effective use of available disease management programs to enhance patient outcomes, proactively address gaps in care, utilize optimal resources, and minimize needs for emergency intervention.

High-quality and cost effective disease management is another core goal and capability of the RPO CIN. Arcadia has been designed to aide practices and providers with tracking and monitoring the care that their patients with chronic diseases receive.

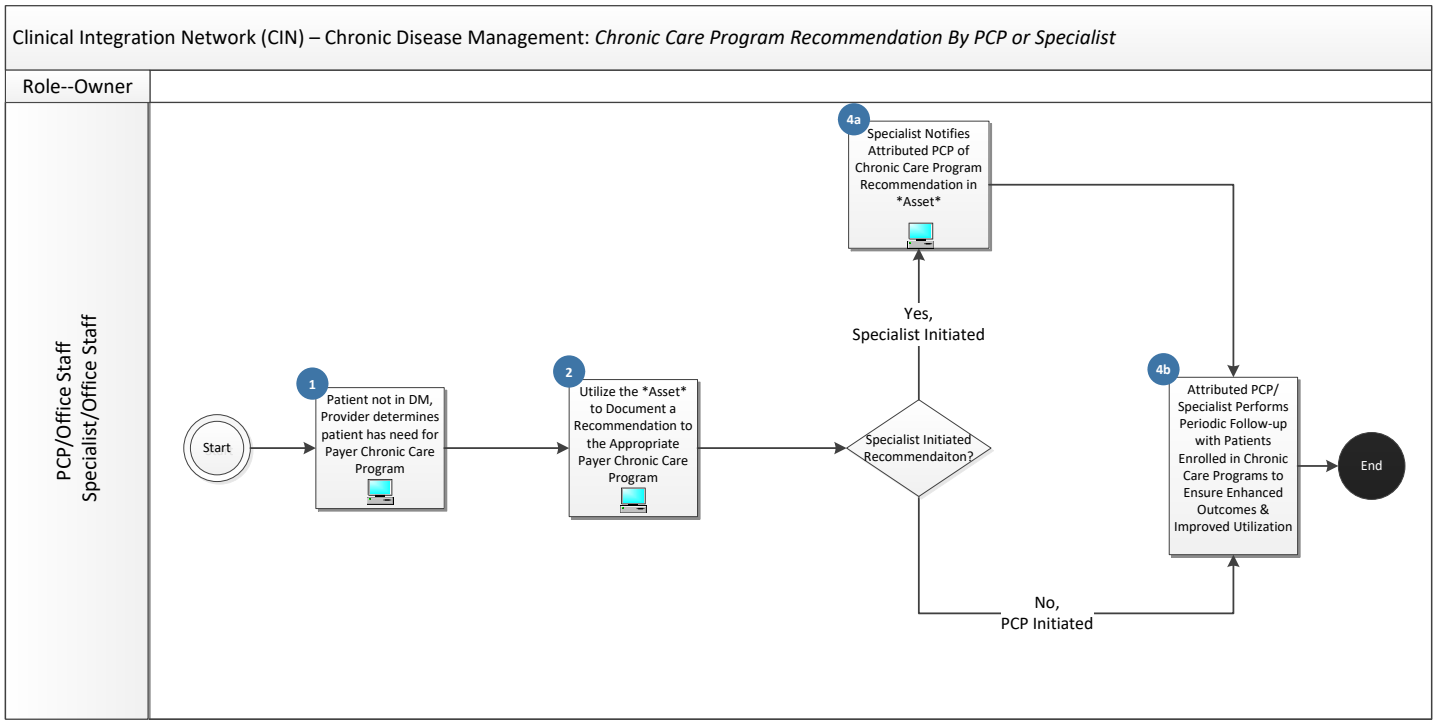
Disease Management Domains

#	Domain	Protocol
1	Identification	Participating Primary Care Providers (PCPs) and/or delegates shall use Arcadia to identify patients with chronic conditions and proactively address current gaps in care through patient outreach and engagement.
2	Outreach	PCPs and/or delegates will outreach to identified patients for follow up and to schedule appropriate appointments or tests.
3	Assess / Manage	Perform current assessment and manage the patient per specific evidence based guidelines as clinically appropriate and update their care plan.
4	Program Referral	Participating Providers and/or delegates shall collaborate to evaluate a patient for chronic disease management programs provided by the payer by utilizing Arcadia for enrollment criteria and coordinated communication, if appropriate. • Either the PCP or Specialist can refer an appropriate patient to a payer chronic disease management program and will inform the collaborating provider of the referral in Arcadia
5	Reassess	Participating providers and/or delegates shall actively manage patients, identified as those most frequently in need of emergency interventions, following appropriate evidence based guidelines and standards of care.
6	Monitor	Medical Directors and CIN oversight committee shall regularly review dashboard reports from Arcadia to ensure PCPs and Specialists are actively monitoring and completing assigned disease management activities.

Actively Managing Patients with Chronic Conditions



Chronic Care Program Recommendation by PCP or Specialist



CIN - Chronic Disease Management

Quality Measures

Quality Measures are used to measure how CIN providers are doing with the RPO CIN Quality Improvement Program, across processes, outcomes, and utilization.

Specific measures are listed to measure quality in the following domains:

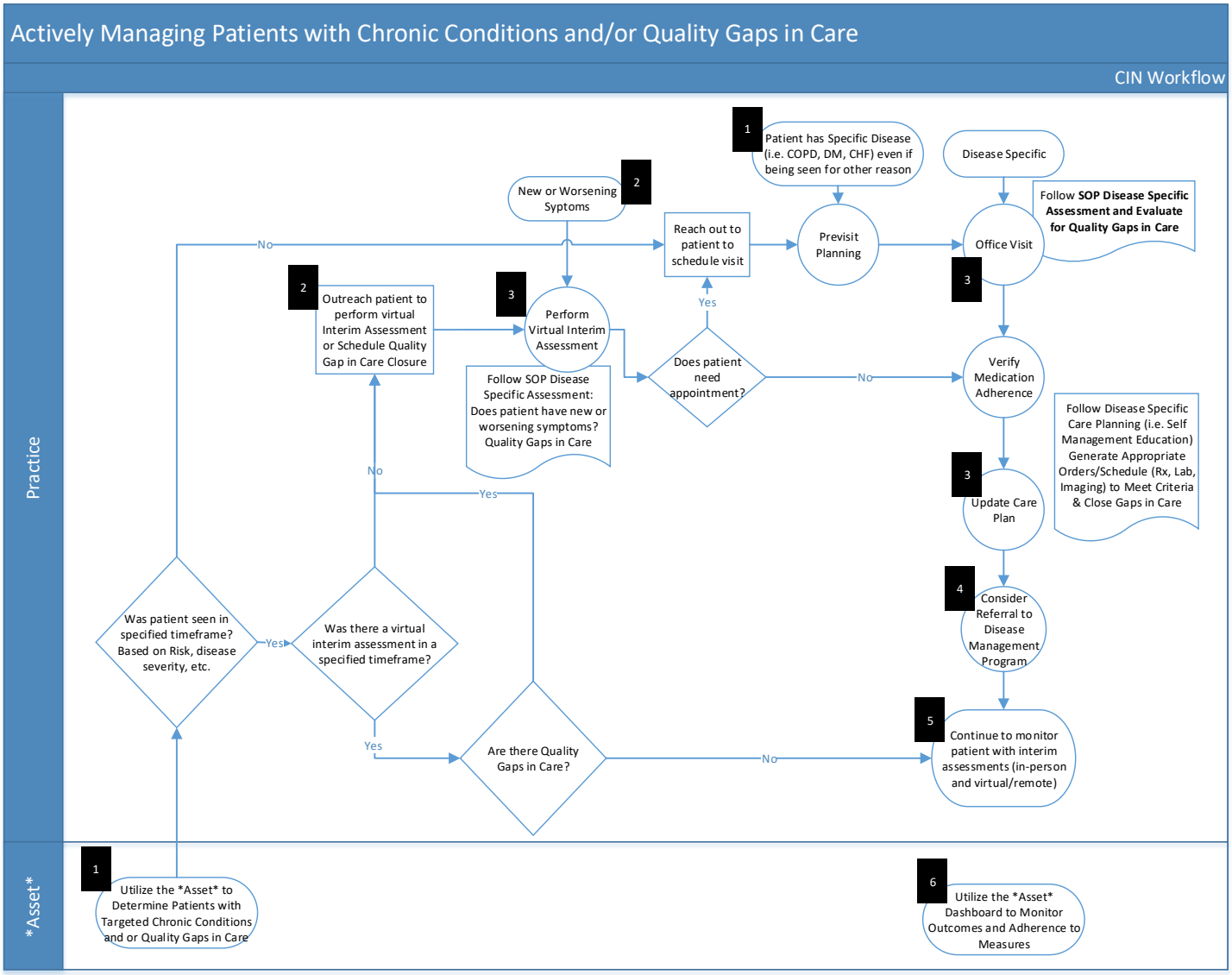
- At Risk/Chronic Condition Population
- Behavioral health
- Child Health
- Coordination/Appropriate Utilization
- Preventive Health
- Customer Experience

Code sets for each RPO CIN Quality Measure are listed in the Appendix section.

Quality Measures Domains

#	Domain	Protocol
1	Identification	Participating Primary Care Providers (PCPs) and/or delegates shall use Arcadia to identify patients with chronic conditions and proactively address current gaps in care through patient outreach and engagement.
2	Outreach	PCPs and/or delegates will outreach to identified patients for follow up and to schedule appropriate appointments or tests.
3	Assess / Manage	Perform current assessment and manage the patient per specific evidence based guidelines as clinically appropriate, close gaps in care and update their care plan.
4	Program Referral	Participating Providers and/or delegates shall collaborate to evaluate a patient for chronic disease management programs provided by the payer by utilizing Arcadia for enrollment criteria and coordinated communication, if appropriate.
5	Reassess	Participating providers and/or delegates shall actively manage patients, identified as those most frequently in need of emergency interventions, following appropriate evidence based guidelines and standards of care.
6	Monitor	Medical Directors and CIN oversight committee shall regularly review dashboard reports from Arcadia to ensure PCPs and Specialists are actively monitoring and completing assigned disease management activities.

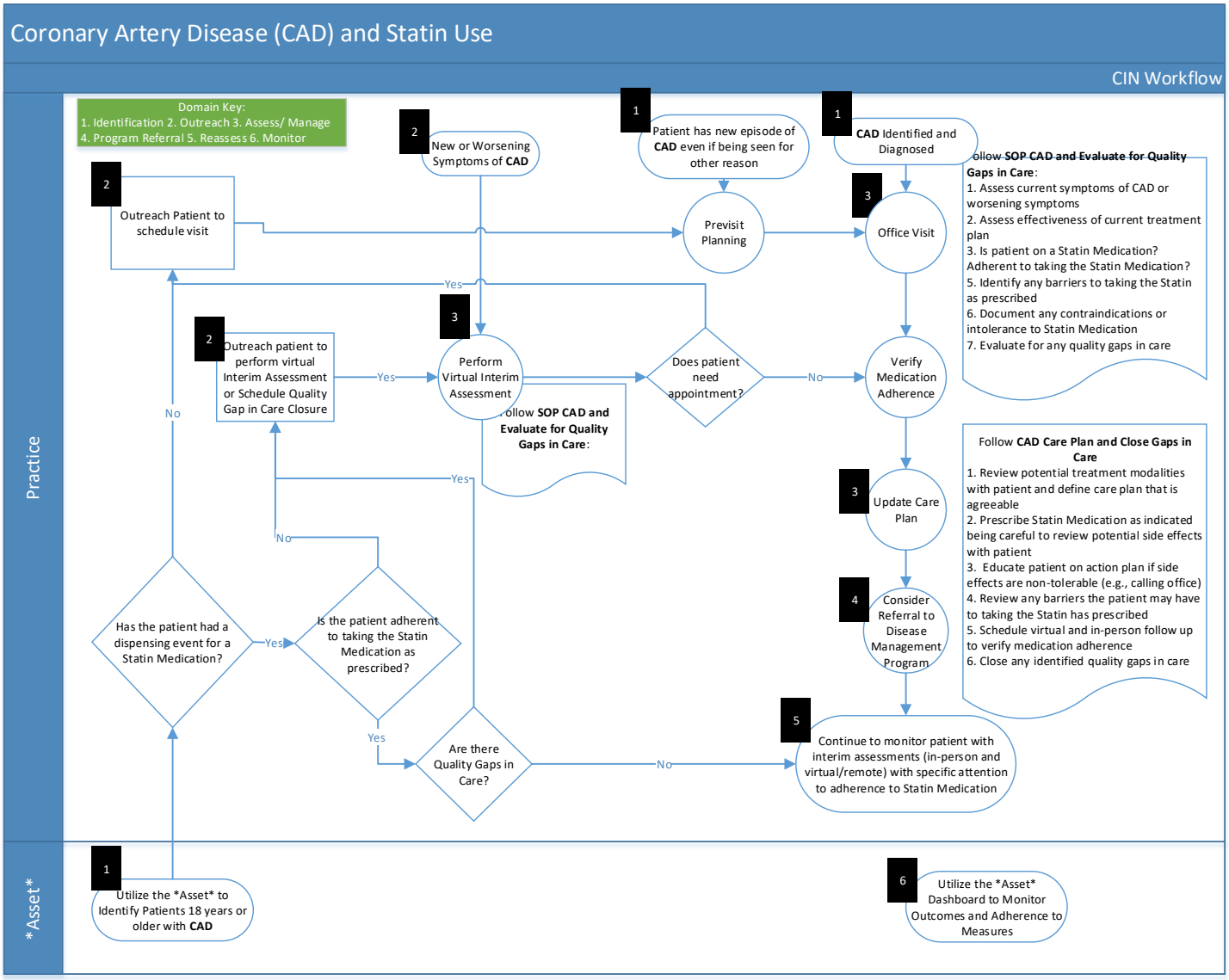
Actively Managing Patients with Quality Gaps



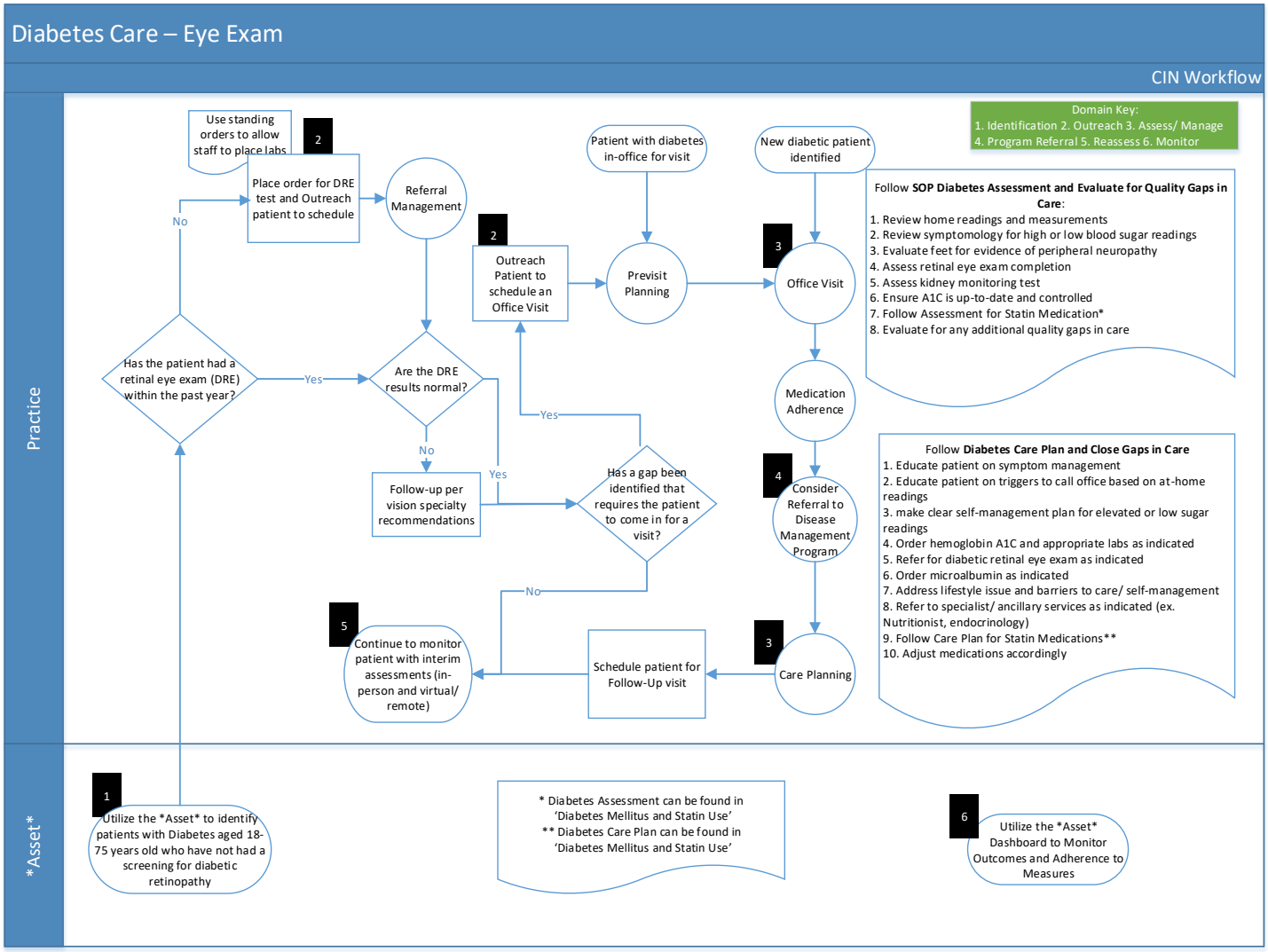
RPO CIN Quality Measures:

#	Domain	Condition	Quality Measure	Workflow Included?
1	At-Risk/ Chronic Condition Population	CAD	Patients currently taking a statin. All males or females that are 18 years or older at end of reporting period. At least 12 months medical benefit and 4 months pharmacy benefit.	Yes
2		Diabetes Care	Patient aged 18-75 that had an annual screening for diabetic retinopathy	Yes
3		Diabetes Care	Patient aged 18-75 that had an annual screening for nephropathy or evidence of nephropathy	Yes
4		Diabetes Care	Patient aged 18-75 with lab results that have evidence of poor diabetic control, as defined by most recent HbA1c result value greater than 9.0%	Yes
5		Diabetes Care	Patient aged 18-75 with lab results that have evidence of poor diabetic control, as defined by most recent HbA1c result value less than 8.0%	Yes
6		Diabetes Mellitus	Patients compliant with prescribed statin-containing medication (minimum compliance 80%). All males or females that are 18 years or older at end of reporting period. At least 12 months medical benefit and 6 month pharmacy benefit.	Yes
7	Behavioral Health	Depression Med. Management	Patient with a new episode of major depression that remained on an anti-depressant medication during the 6 month acute treatment phase	Yes
8	Child Health	Adolescent Well-Care	Patients 12-21 years of age that had one comprehensive well-care visit with a PCP or an OBGYN in the last 12 reported months	Yes
9		Pharyngitis	All children 2-18 YOA treated with an antibiotic for pharyngitis that had a Group A streptococcus test	Yes
10		URI	All children 3 months to 18 years of age with a diagnosis of upper respiratory infection (URI) that did not have a prescription for an antibiotic one or three days after the initiating visit	Yes
11		Well-Child 15 Months	Patients that had six or more well-child visits with a PCP during the first 15 months of life	Yes
12	Utilization	Bronchitis, Acute	Patients with a diagnosis of acute bronchitis that did not have a prescription for an antibiotic on or three days after the initial visit	Yes
13		GDR	Generic Dispensing Rate represents the rate at which generic pharma medications were used in place of brand name medications	TBD
14		LBP Imaging	Patients with uncomplicated low back pain that did not have imaging studies	Yes
15	Preventive Health	Breast Cancer Screening	Patients 52-74 that had a screening mammogram in last 27 reported months	Yes
16		Chlamydia Screen	Patient (s) 16-20 years of age that had a chlamydia screening test in last 12 reported months.	Yes
17	Customer Experience	Patient Experience of Care	Each CAC will be asked to respond to questions regarding their Patient Experience program as documented in the program requirements	No (N/A)

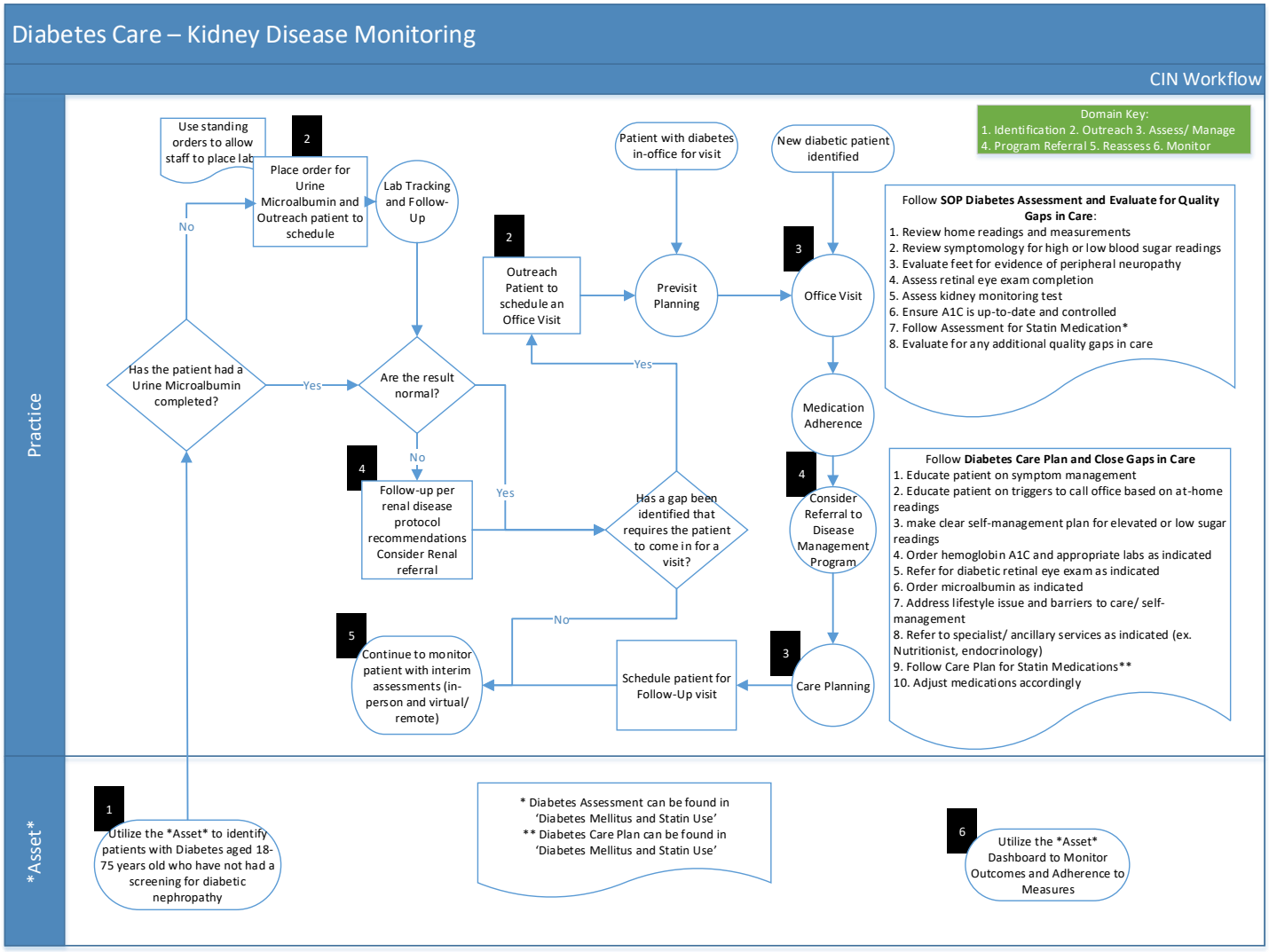
Quality Measure 1



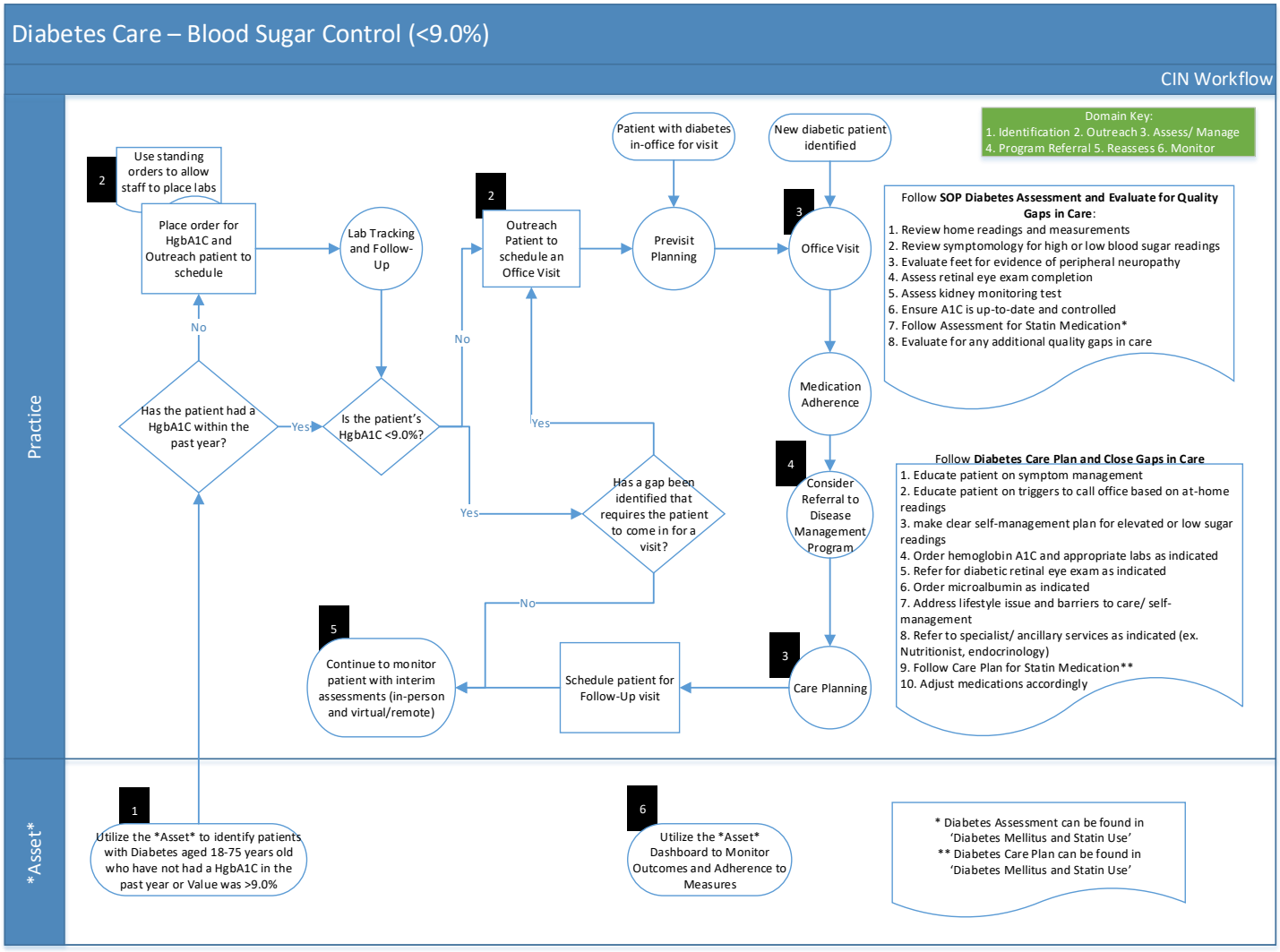
Quality Measure 2



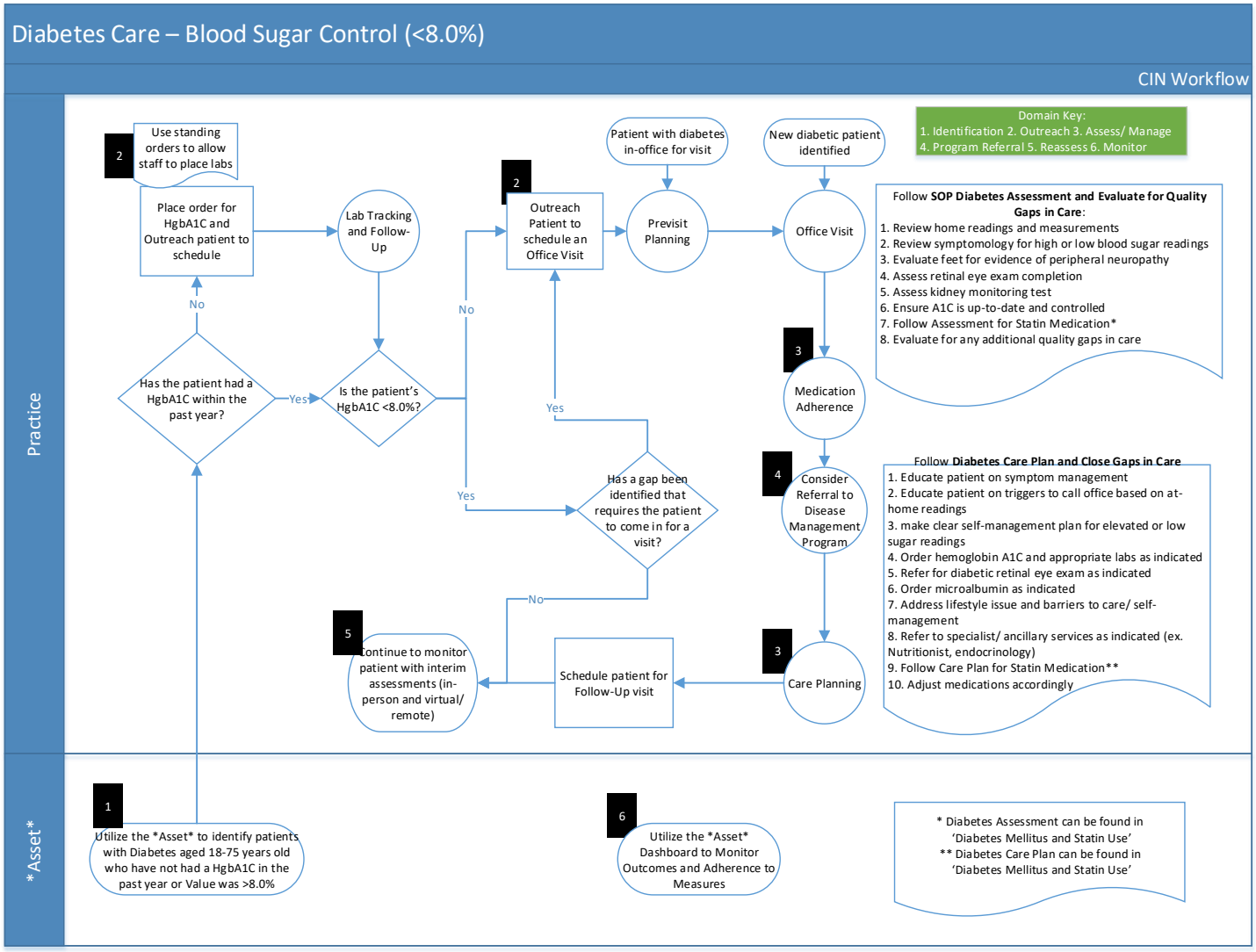
Quality Measure 3



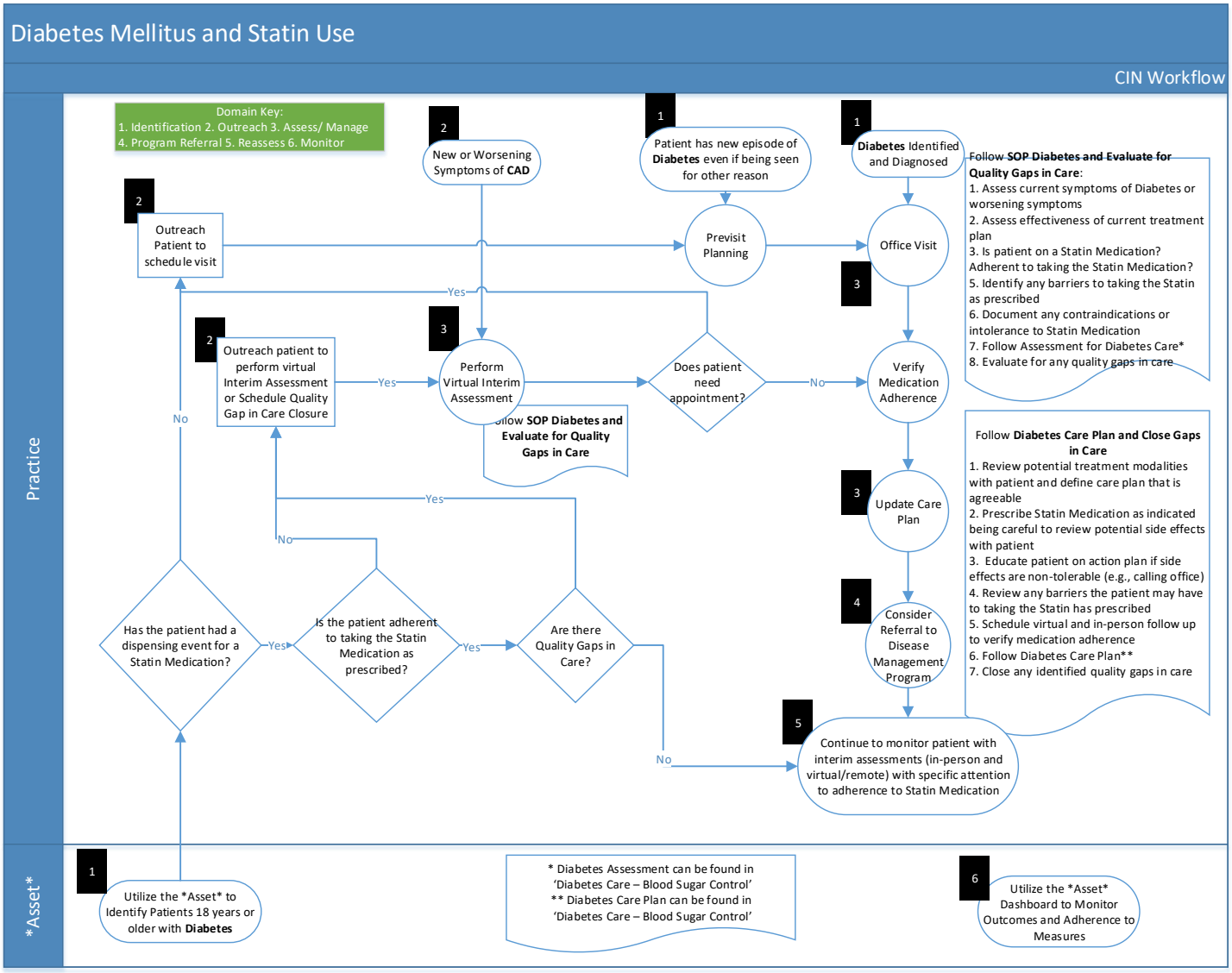
Quality Measure 4



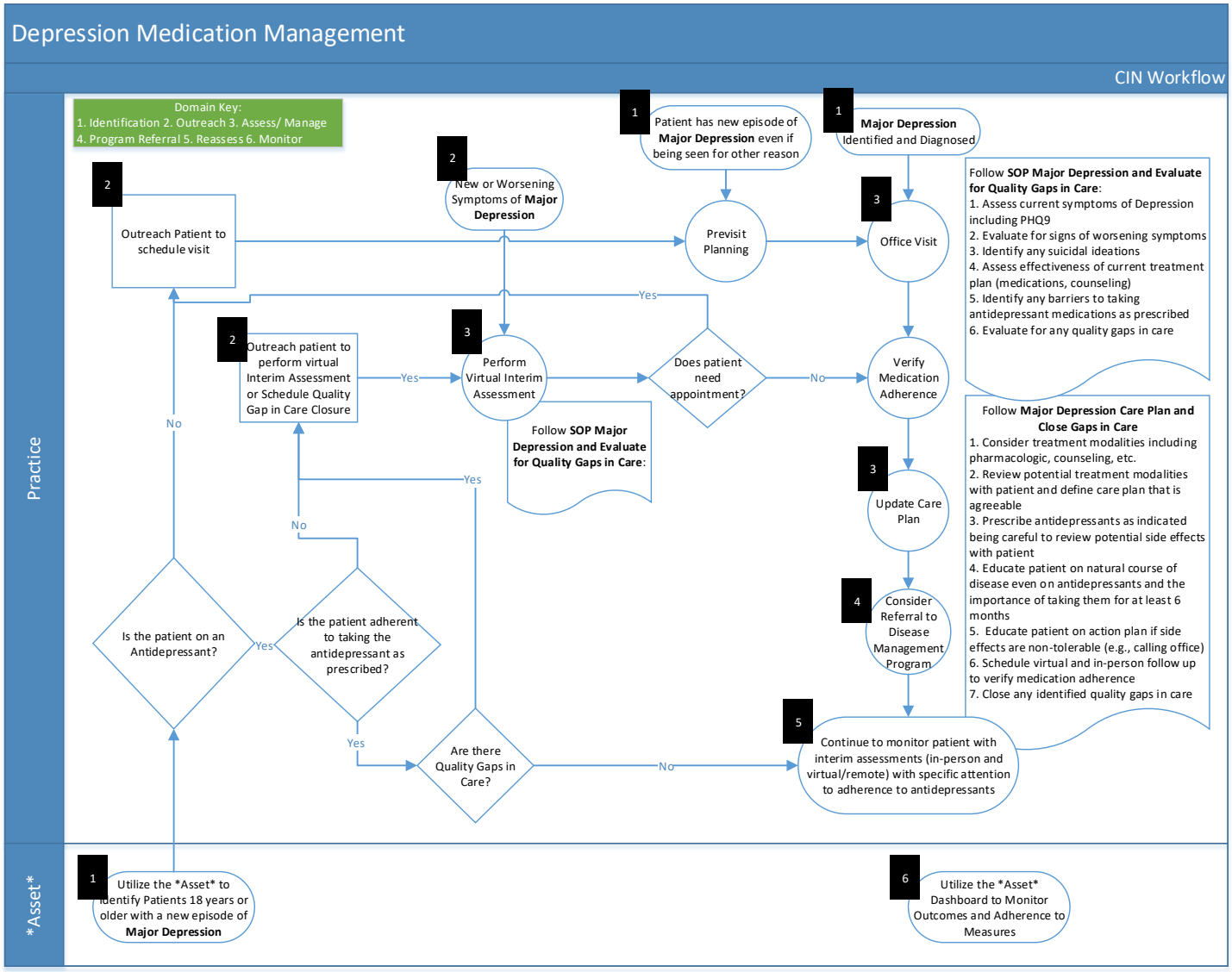
Quality Measure 5



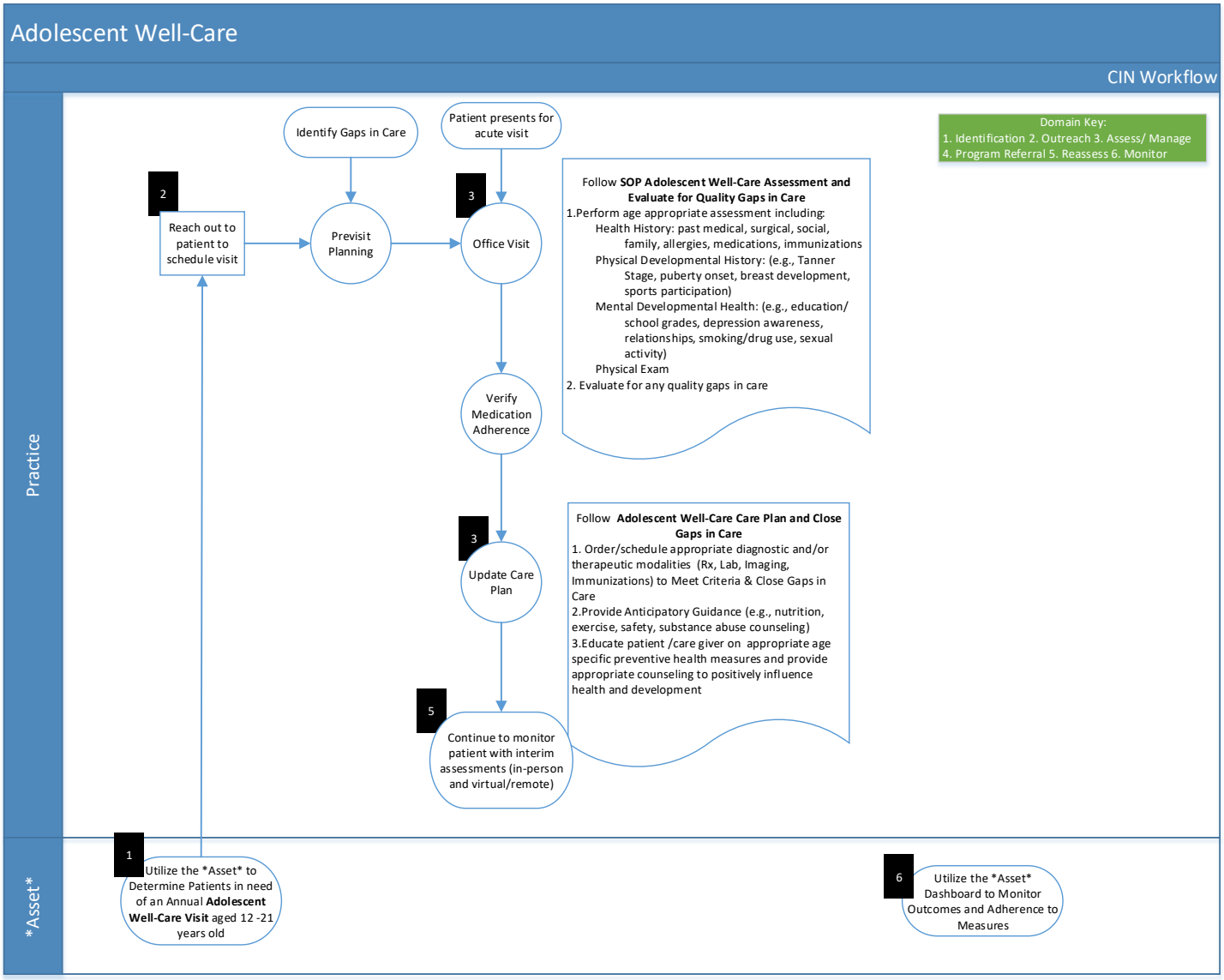
Quality Measure 6



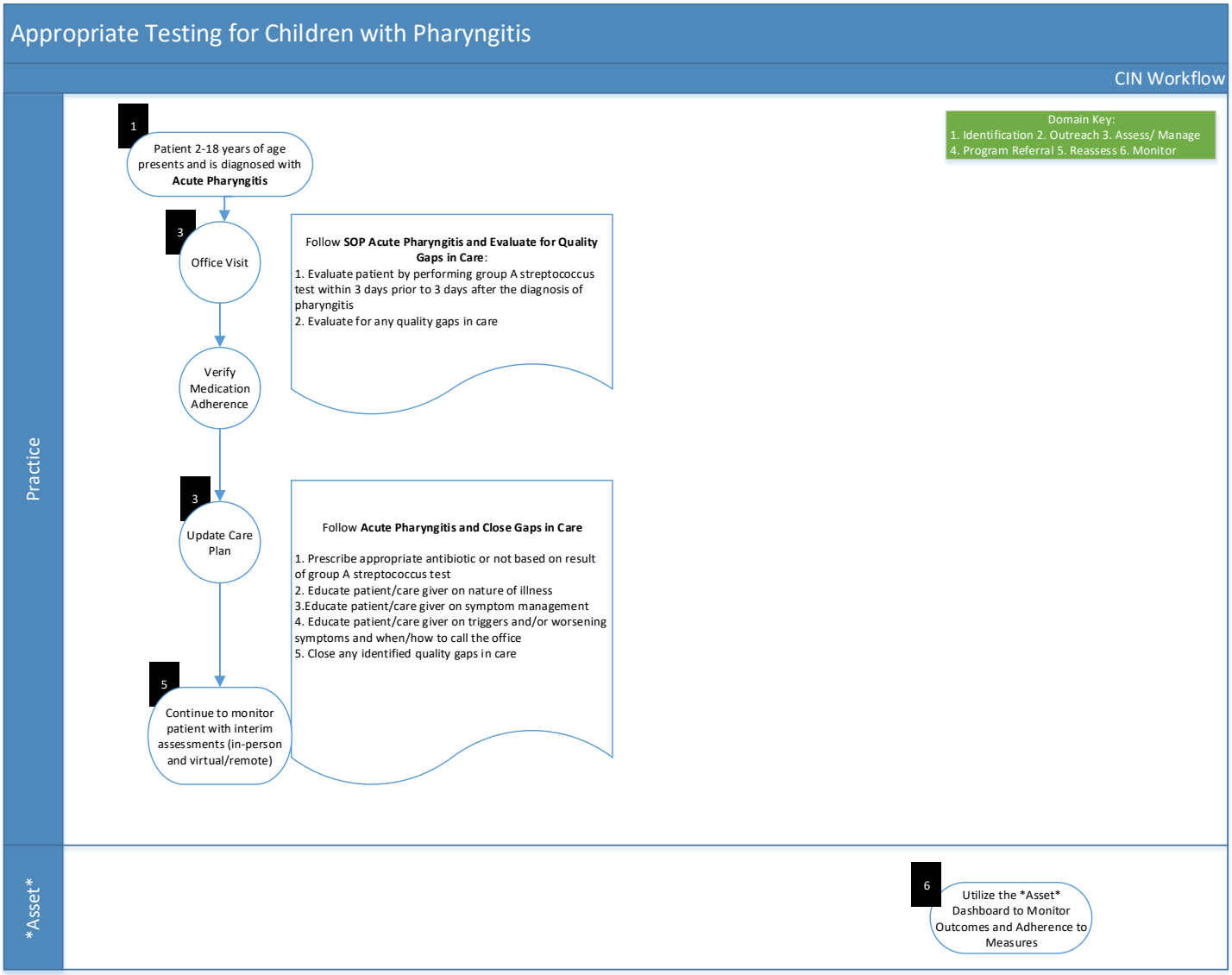
Quality Measure 7



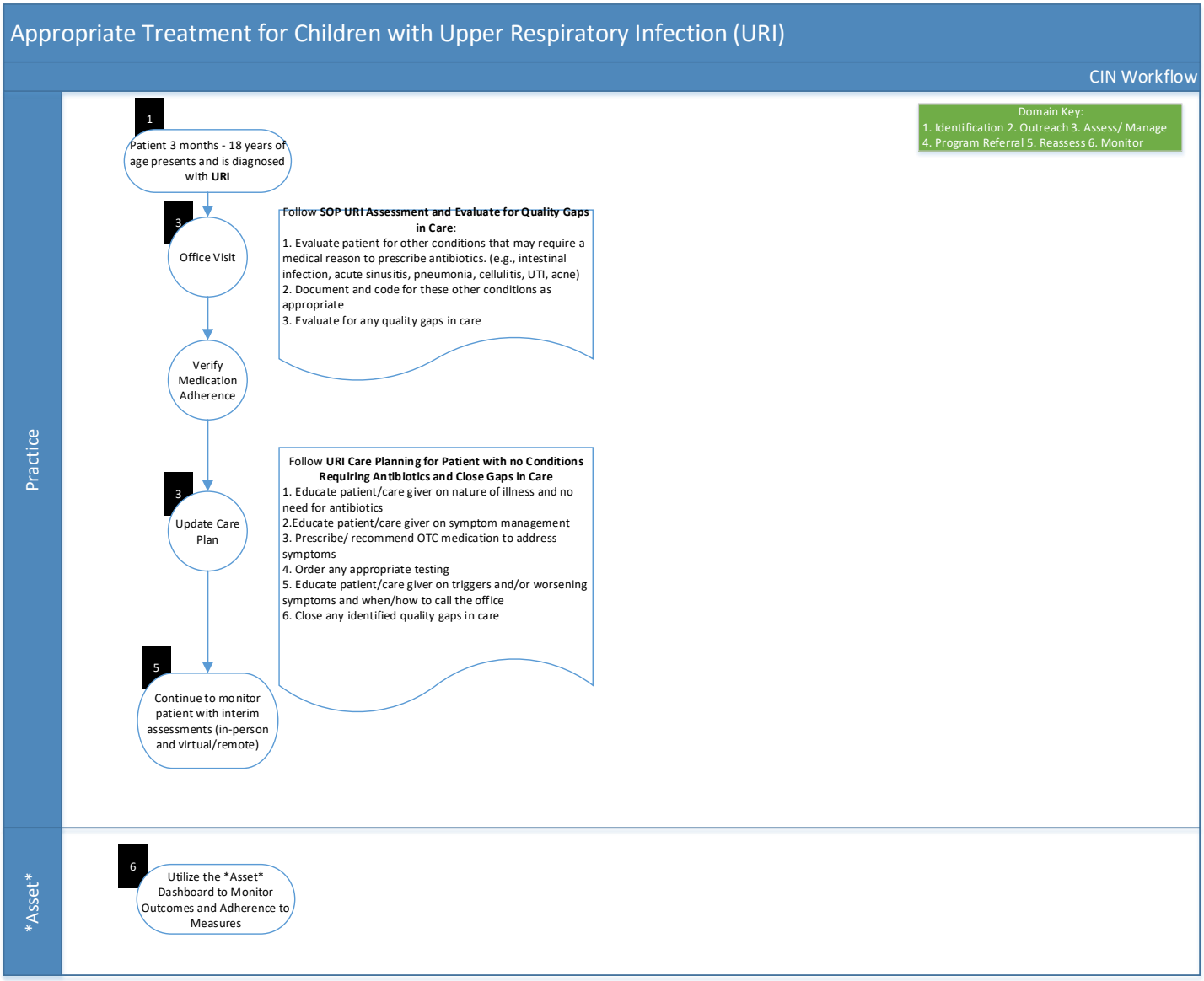
Quality Measure 8



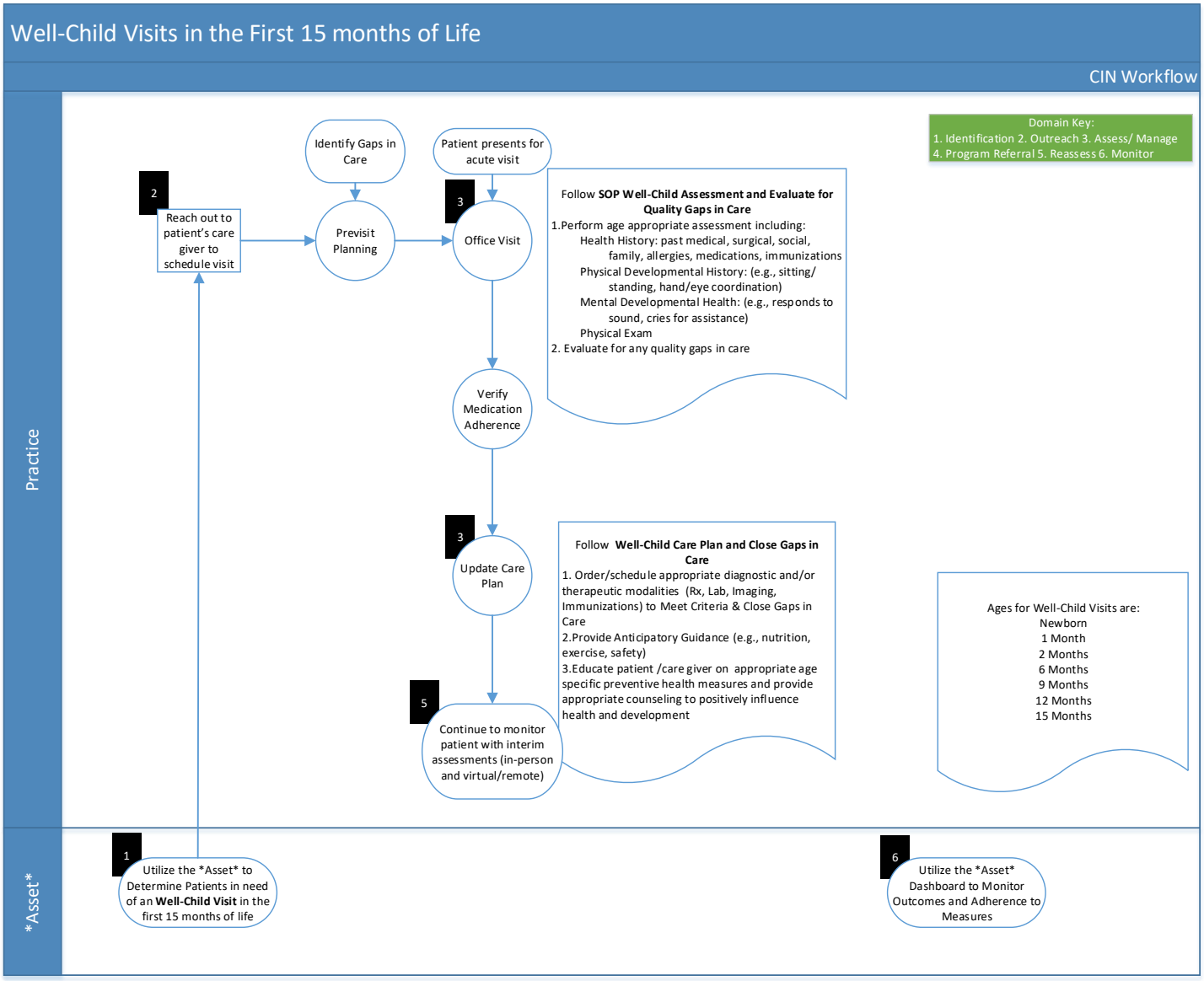
Quality Measure 9



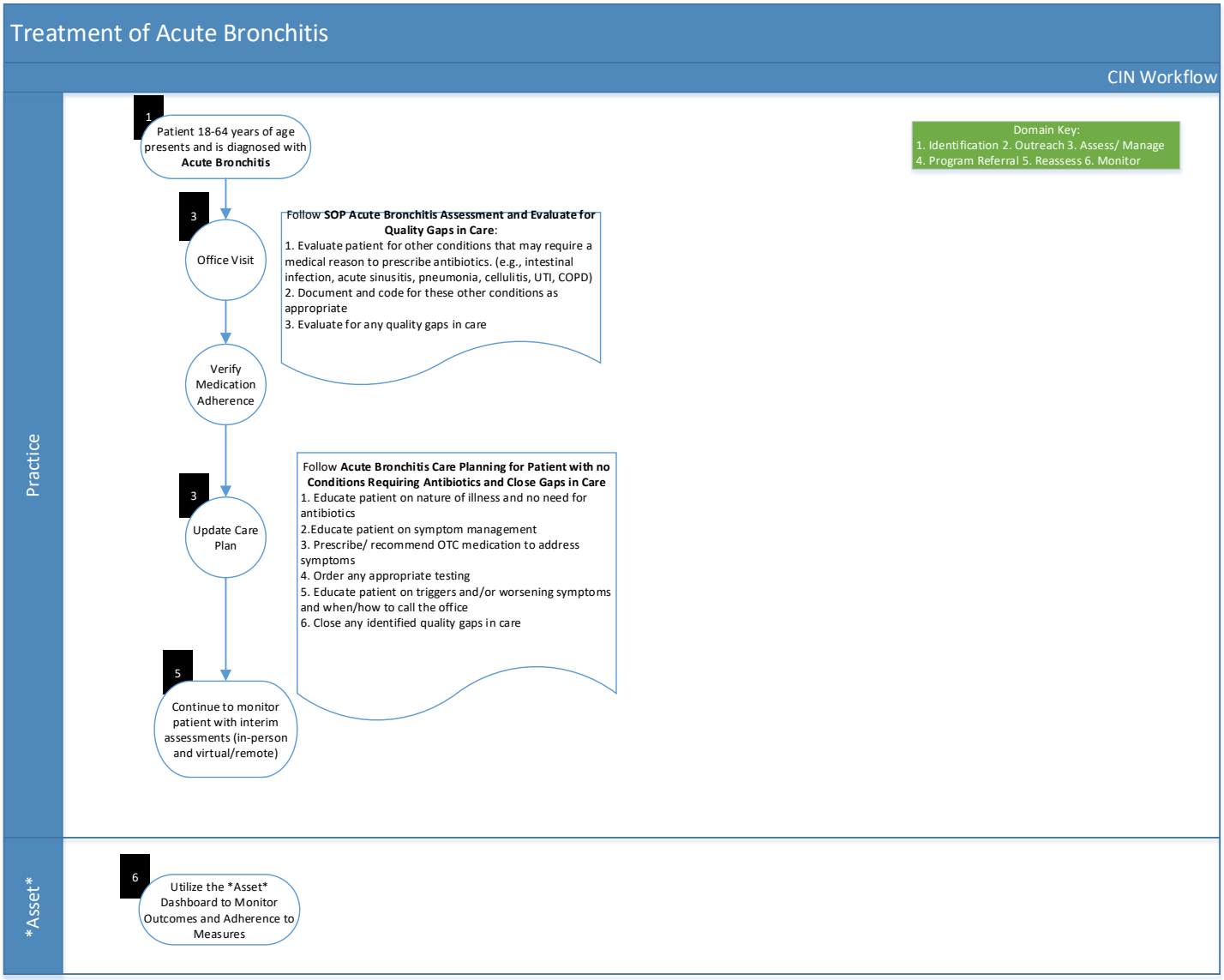
Quality Measure 10



Quality Measure 11



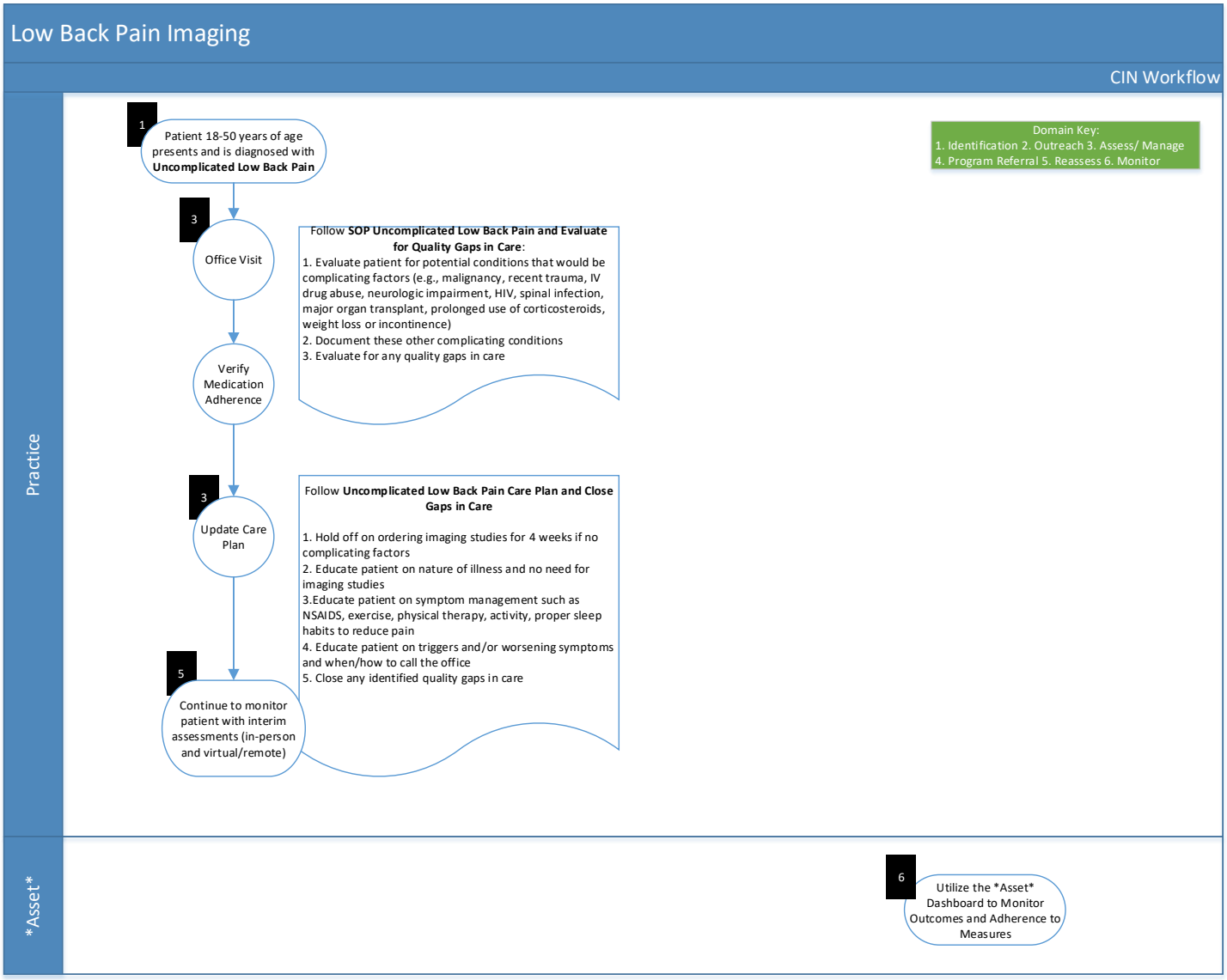
Quality Measure 12



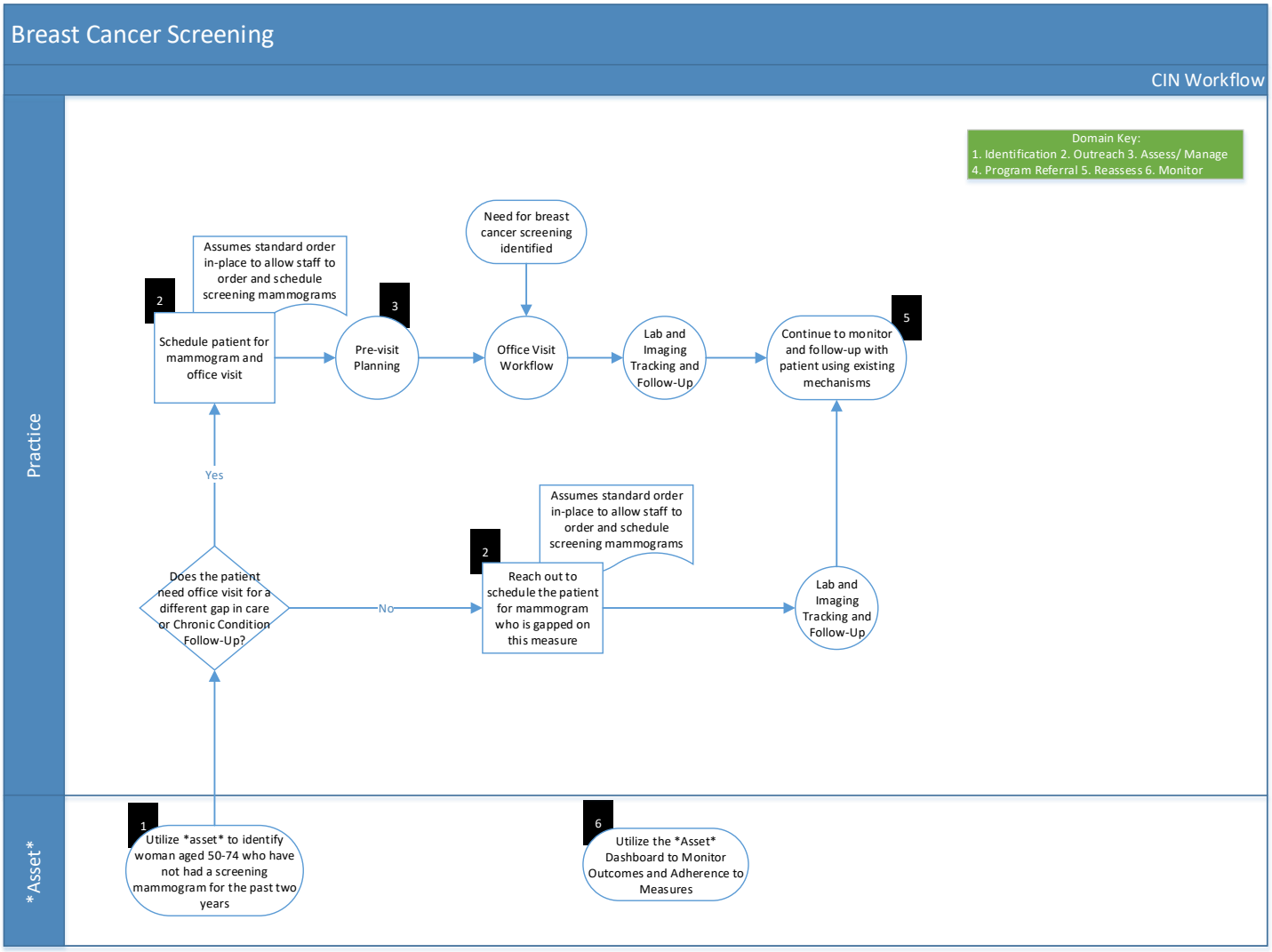
Quality Measure 13

The workflow for this measure is pending and will be added when it becomes available. In the interim, providers should make every effort possible to prescribe generic medications when available and clinically appropriate.

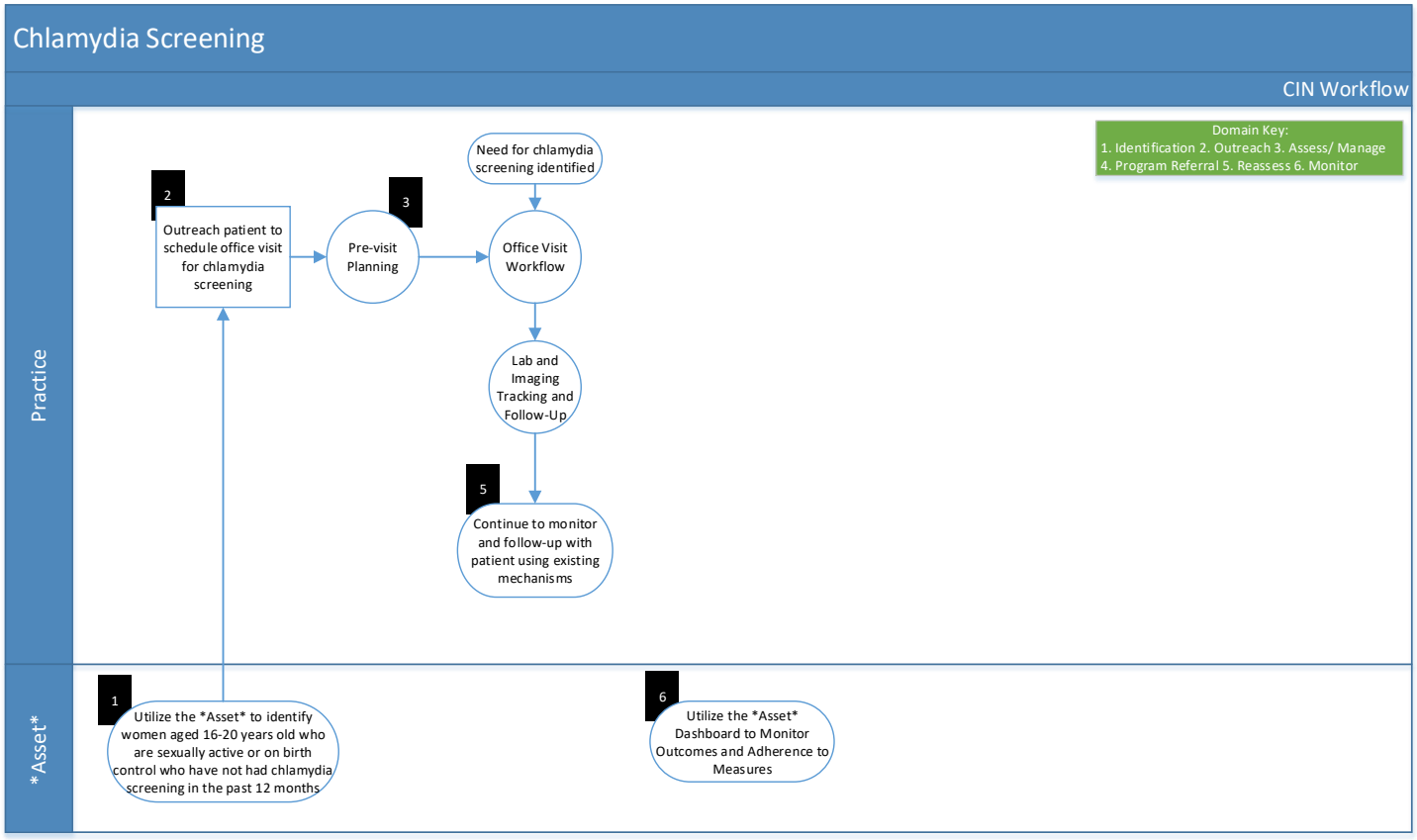
Quality Measure 14



Quality Measure 15



Quality Measure 16



Quality Measure 17

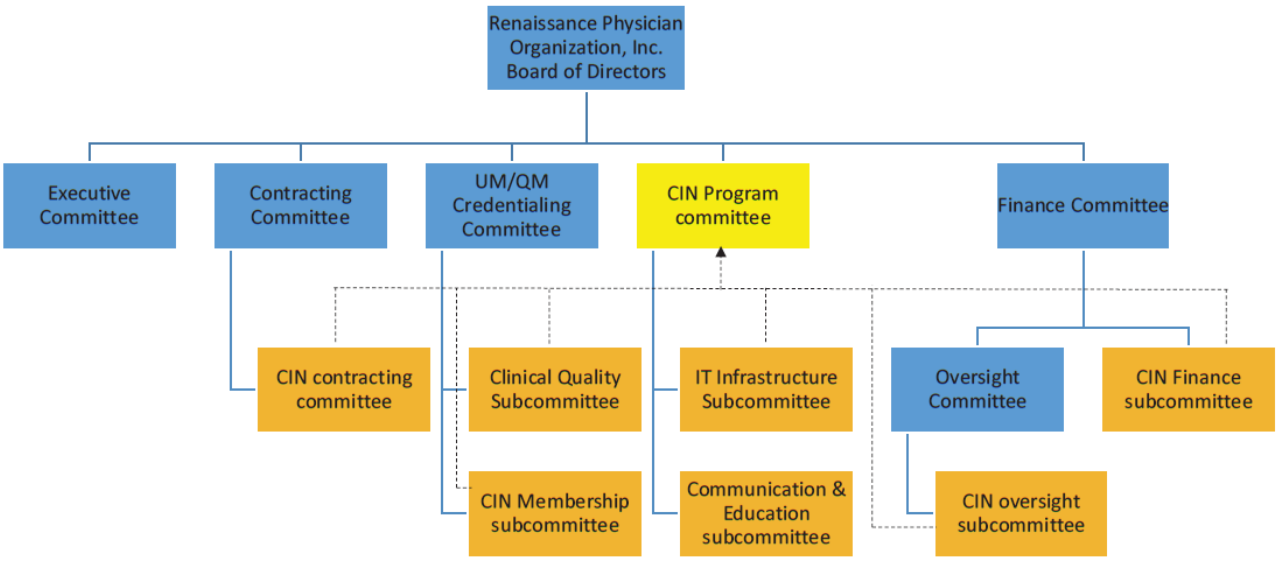
This measure is listed for reference however will be calculated through a survey; CIN providers are not expected to follow a specific workflow for it.

Reporting and Governance

The following processes ensure clinical guidelines are being adhered to in order to increase quality, effectively coordinate patient care, improve health outcomes, and reduce costs.

The CIN governance structure has been established to ensure that the CIN Quality Improvement Program is meeting its stated goals of ensuring high quality and efficient patient care across CIN LOBs. The repeatable process below will be followed to ensure that the CIN is consistently measuring and enhancing how it is performing versus CIN clinical protocols and quality measures.

CIN Governance Structure



CIN Sub-Committee Charters

CIN Clinical Quality Subcommittee

CHARTER OF

CIN CLINICAL QUALITY SUBCOMMITTEE

A SUBCOMMITTEE OF THE UM/QM CREDENTIALING COMMITTEE, A COMMITTEE OF THE BOARD OF DIRECTORS OF RENAISSANCE PHYSICIAN ORGANIZATION, INC. ("RPO")

Purpose and Authority

The CIN Clinical Quality Subcommittee (the "Subcommittee") shall recommend to the RPO UM/QM Credentialing Committee and the CIN Program Committee processes, pathways, and bundles of care and services to ensure:

- Clinical integration across entire continuum of care
- Superior quality/patient safety
- Appropriate utilization of resources
- Improved patient outcomes

The Subcommittee shall oversee progress of the CIN Program as a whole and individual achievement of clinical quality standards and metrics, including: performance metrics associated with these standards, and compliance with these standards.

Overall Role and Responsibilities

The Subcommittee shall:

- Evaluate and modify practice patterns of CIN Participants to allow each CIN Participant to assign and implement interventions for their patients with high priority clinical conditions, based on clinical or evidence-based practice guidelines.
- Review, recommend, develop and use patient-centered care strategies to implement evidence-based guidelines, clinical processes and capabilities to identify the health needs of individuals served within the contracted population.
- Review individual CIN Participant performance and rates of adoption of modified practice patterns compared to desired performance.
- Work collaboratively with CIN Program Oversight Subcommittee to develop, monitor and implement corrective action plans and process improvement initiatives.
- Develop policies to evaluate practice patterns, allowing each CIN Participant to assign and implement interventions for their population's consumers with high priority clinical conditions that are based on clinical or evidence-based best practice guidelines.
- Establish and oversee work groups for management of specific diseases through the use of a unified clinical information system and common protocols.

Meeting Frequency and Length

- At least quarterly, or upon request of the Subcommittee Chairman, the UM/QM Credentialing Committee, the CIN Program Committee, or the Board of Directors.

Membership, Size, and Term

- The Subcommittee shall be composed of two (2) or more members appointed by the UM/QM Credentialing Committee, each of whom is a participant in the CIN Program and free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Subcommittee.
- The UM/QM Credentialing Committee may adjust the Subcommittee's size and composition from time to time.

- Subcommittee members shall serve annual terms, unless otherwise recommended by the UM/QM Credentialing Committee and approved by the Board of Directors.

Work Groups

- The Subcommittee may establish work groups comprised of its members or CIN Participants who are not members of the Subcommittee to address designated issues related to clinical quality and to report findings to the Subcommittee, as assigned.

Leadership and Meeting Attendance

- The Chairman of the Subcommittee shall be designated by the UM/QM Credentialing Committee and approved by the Board of Directors.
- Any member of the UM/QM Credentialing Committee, the CIN Program Committee, and any director of RPO who is not a member of the Subcommittee may attend meetings of the Subcommittee; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote. The Subcommittee also may invite to its meetings any representative of CareAllies and such other persons as it deems appropriate in order to carry out its responsibilities.

Reports

- The Subcommittee will prepare an annual assessment of performance metrics and provide such report to the UM/QM Credentialing Committee and the CIN Program Committee. This report is to include an assessment of current performance metrics and recommendations of actions and/or changes needed to improve the provision of clinically integrated care to consumers based on identified opportunities.
- The Subcommittee shall make regular reports to the UM/QM Credentialing Committee and the CIN Program Committee, including a description of important issues that have developed since the last report and responses thereto.
- In addition to regular reports, an annual plan and report shall be developed by the Subcommittee on the state of the CIN Program's attainment of clinical quality metrics and such other matters as the UM/QM Credentialing Committee, the CIN Program Committee, or Board of Directors may request from time to time.

Evaluations

- The Subcommittee shall periodically review, and, if necessary, propose updates to the Subcommittee's charter.
- The Subcommittee will perform an evaluation of its performance at least annually to ensure that the Subcommittee is functioning effectively.
- The Subcommittee shall regularly review any policies and procedures applicable to its responsibilities.

CIN Finance Subcommittee

CHARTER OF

CIN FINANCE SUBCOMMITTEE

A SUBCOMMITTEE OF THE FINANCE COMMITTEE, A COMMITTEE OF THE

BOARD OF DIRECTORS OF RENAISSANCE PHYSICIAN ORGANIZATION, INC.

Purpose and Authority

The CIN Finance Subcommittee (the "Subcommittee") will monitor, evaluate and seek processes to improve the financial performance and financial reporting of the CIN Program and will make recommendations to the RPO Finance Committee and RPO CIN Program Committee on financial matters relative to the CIN Program.

Overall Role and Responsibilities

The Subcommittee shall:

- Determine the financial feasibility of corporate projects, acts, and undertakings referred to it by the Board.
- Develop financial integration programs for the purpose of improved clinical outcomes and health care cost mitigation designed to offer applicable incentives and/or disincentives for compliance with clinical guidelines and integration systems and processes.
- Review the financial statements of the CIN and appraise the CIN's financial status and operating performance.
- Review and assist in preparation of the operating budget of the CIN.
- Address tax-related issues, conduct audits, and have the authority to retain a third-party to address tax issues and conduct audits.
- Set the principles for provider reimbursement and for surplus distribution for Participants.
- Develop, document, approve and implement policies, procedures and protocols as it deems necessary or advisable within the scope of its authority for the achievement of the CIN Program, including but not limited to Value-Based Distributions.
- Remain updated and informed regarding current and emerging methods of reimbursement for health care services in the community and nationally.
- Perform such other functions and exercise such other powers as may be delegated to it from time to time by the Finance Committee and/or Board.
- Ensure that a meaningful investment that makes clinical integration possible is taking place.

Meeting Frequency and Length

Quarterly or upon request of the Subcommittee Chairman, the Finance Committee, or the Board of Directors. Such meetings can be conducted in-person or telephonically.

Membership, Size, and Term

- The Subcommittee shall be composed of two (2) or more members appointed by the RPO Finance Committee, each of whom is (i) a participant in the CIN Program, and (ii) free from any relationship that, in the opinion of the RPO Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Subcommittee.
- The Finance Committee may adjust the Subcommittee's size and composition from time-to-time.
- The term of the Subcommittee members shall be annual, unless otherwise recommended by the Finance Committee and approved by the Board of Directors.

Work Groups

The Subcommittee may establish work groups comprised of its members and/or CIN Participants who are not members of the Subcommittee to address designated issues related to financial aspects of the CIN Program and to report findings to the Subcommittee, as assigned.

Leadership and Meeting Attendance

The Chairman of the Subcommittee shall be designated by the RPO Finance Committee and approved by the Board of Directors. Any member of the RPO Finance Committee and any member of the RPO Board of Directors who is not a member of the Subcommittee may attend meetings of the Subcommittee, provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote. The Subcommittee also may invite to its meetings any representative of CareAllies and such other persons as it deems appropriate in order to carry out its responsibilities, provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote.

Reports

The Subcommittee shall make regular reports to the RPO Finance Committee and the CIN Program Committee with respect to the Finance Committee's discharge of its responsibilities and with respect to such recommendations such Committees may deem appropriate, including, a description of important issues that have developed since the last report and responses thereto.

In addition to regular reports, an annual plan and report shall be developed by the Subcommittee on the state of the CIN Program's attainment of financial goals, including financial integration programs, and such other matters as the Finance Committee, the CIN Program Committee, or Board of Directors may request from time to time.

Evaluations

The Subcommittee shall:

- periodically review and, if necessary, propose updates to its charter;
- Perform an evaluation of its performance at least annually to ensure that it is functioning effectively;
- Regularly review policies and procedures applicable to its responsibilities; and
- Review legal and regulatory matters that may have a material effect on the financial performance of the CIN Program.

CIN Membership Subcommittee

CHARTER OF

CIN MEMBERSHIP SUBCOMMITTEE

A SUBCOMMITTEE OF THE CIN PROGRAM COMMITTEE, A COMMITTEE OF THE BOARD OF DIRECTORS OF RENAISSANCE PHYSICIAN ORGANIZATION, INC. ("RPO")

Purpose and Authority

- The CIN Membership Subcommittee (the "Subcommittee") shall oversee, evaluate changes needed and make recommendations to the RPO CIN Program Committee regarding:
    - Creating the standards of participation and eligibility for physicians seeking to join the CIN Program.
    - Determining the size and composition of the network needed to serve the population served by CIN Program.
    - Ensuring that current credentialing documents are maintained.
    - Continually reviewing, with RPO's counsel, any legal matter that could have a significant impact on the CIN Program's relationships with CIN Participants or potential participants.
    - Reporting to the CIN Program Committee on a regular basis regarding network needs.

Overall Role and Responsibilities

- The Subcommittee shall assist the CIN Program Committee in its responsibilities for developing and recommending policies and processes to the RPO Board of Directors related to membership and in overseeing the following activities:
    - Reviewing applications and credentials for compliance with the CIN selection and participation criteria and when appropriate recommend applicants as eligible for approval by the CIN Program Committee.
    - Evaluating on an ongoing basis and making recommendations to the CIN Program Committee regarding the CIN Program Selection Criteria and the CIN Program Membership Criteria, taking into consideration the quality, safety, care coordination, patient satisfaction, access, and cost effectiveness and efficiency standards for participation in the CIN Program.
    - Maintaining relationships between CIN Program participating physicians ("CIN Participants"), facilities and RPO and working to resolve concerns, complaints, and questions about participation status.
    - Identifying and resolving conflicts of interest in connection with applicants and CIN Participants.
    - Overseeing credentialing of CIN Participants.
    - Establishing and overseeing Work Groups related to membership issues.

Meeting Frequency and Length

- At least quarterly or upon request of the Subcommittee Chairman, the CIN Program Committee, or the Board of Directors. Such meetings can be conducted in-person or telephonically.

Membership, Size, and Term

- The Subcommittee shall be composed of two (2) or more members appointed by the CIN Program Committee, each of whom is a participant in the CIN Program and free from any relationship that, in the opinion of the RPO Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Subcommittee.
- The CIN Program Committee may adjust the Subcommittee's size and composition from time-to-time.
- The term of the Subcommittee members shall be annual, unless otherwise recommended by the CIN Program Committee and approved by the RPO Board of Directors.

Work Groups

- The Subcommittee may establish work groups comprised of its members or CIN Participants who are not members of the Subcommittee to address designated issues related to membership and to report findings to the Subcommittee, as assigned.

Leadership and Meeting Attendance

- The Chairman of the Subcommittee shall be designated by the CIN Program Committee and approved by the RPO Board of Directors.
- Any member of the CIN Program Committee and any member of the RPO Board of Directors, who is not a member of the Subcommittee, may attend meetings of the Subcommittee; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote. The Subcommittee also may invite to its meetings any representative of CareAllies and such other persons as it deems appropriate in order to carry out its responsibilities; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote.

Reports

- The Subcommittee shall make regular reports to the CIN Program Committee, including a description of important issues that have developed since the last report and responses thereto.
- In addition to regular reports, an annual plan and report shall be developed by the Subcommittee on the state of the CIN Program's network and such other matters as the CIN Program Committee or RPO Board of Directors may request from time to time.

Evaluations and Review

- The Subcommittee shall:
    - Periodically review, and, if necessary, propose updates to the Subcommittee's charter;
    - Perform an evaluation of its performance at least annually to ensure that the Subcommittee is functioning effectively; and
    - Review policies and procedures applicable to its responsibilities; and review legal and regulatory matters that may have a material effect on membership of the CIN Program.

CIN Communication and Education Subcommittee

CHARTER OF CIN COMMUNICATION AND EDUCATION SUBCOMMITTEE

A SUBCOMMITTEE OF THE CIN PROGRAM COMMITTEE, A COMMITTEE OF THE BOARD OF DIRECTORS OF RENAISSANCE PHYSICIAN ORGANIZATION, INC. ("RPO")

Purpose and Authority

The Subcommittee shall oversee and make recommendations to the RPO CIN Program Committee regarding:

- Methods and processes to disseminate and educate CIN Participants on clinical protocols, performance measures, and CIN Program goals and objectives.
- Patient education and engagement strategies and tools.

Overall Role and Responsibilities

The Subcommittee shall assist the CIN Program Committee in its responsibilities for developing and recommending policies and processes to the Board of Directors related to education and communication with regard to the following activities:

- Develop, support and disseminate implementation and education of clinical protocols and performance measures.
- Monitor, oversee and develop processes, policies and programs to facilitate communication, cooperation and care coordination among Participants.
- Develop patient education and engagement strategies and tools.
- Work collaboratively with CIN Clinical Quality Subcommittee to identify CIN Program communication needs and educational opportunities.
- Report to the CIN Program Committee on a regular basis regarding communication and education objectives.
- Establish and oversee Work Groups related to CIN Program communication and education issues.

Meeting Frequency and Length

- Quarterly or upon request of the Subcommittee Chairman, the CIN Program Committee, or the Board of Directors

Membership, Size, and Term

- The Subcommittee shall be composed of __ or more members appointed by the CIN Program Committee, each of whom is a participant in the CIN Program and free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Subcommittee.
- The CIN Program Committee may adjust the Subcommittee's size and composition from time-to-time.
- The term of the Subcommittee members shall be annual, unless otherwise recommended by the CIN Program Committee and approved by the Board of Directors.

Work Groups

- The Subcommittee may establish work groups comprised of its members or CIN Participants who are not members of the Subcommittee to address designated issues related to communication and education and to report findings to the Subcommittee, as assigned.

Leadership and Meeting Attendance

- The Chairman of the Subcommittee shall be designated by the CIN Program Committee and approved by the Board of Directors.
- Any member of the CIN Program Committee and any director of RPO who is not a member of the Subcommittee may attend meetings of the Subcommittee; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote. The Subcommittee also may invite

to its meetings any representative of CareAllies and such other persons as it deems appropriate in order to carry out its responsibilities.

Reports

- The Subcommittee shall make regular reports to the CIN Program Committee, including, a description of important issues that have developed since the last report and responses thereto.
- In addition to regular reports, an annual plan and report shall be developed by the Subcommittee on the state of the CIN Program's network and such other matters as the CIN Program Committee or Board of Directors may request from time to time.

Evaluations and Review

- The Subcommittee shall periodically review and, if necessary, propose updates to the Subcommittee's charter.
- The Subcommittee will perform an evaluation of its performance at least annually to ensure that the Subcommittee is functioning effectively.

The Subcommittee shall regularly review policies and procedures applicable to its responsibilities.

CIN IT Infrastructure Subcommittee

CHARTER OF

CIN IT INFRASTRUCTURE SUBCOMMITTEE

A SUBCOMMITTEE OF THE CIN PROGRAM COMMITTEE, A COMMITTEE OF THE BOARD OF DIRECTORS OF RENAISSANCE PHYSICIAN ORGANIZATION, INC. ("RPO")

Purpose and Authority

The CIN IT Infrastructure Subcommittee (the "Subcommittee") shall oversee and make recommendations to the RPO CIN Program Committee regarding:

- IT infrastructure needs of the CIN Program.
- Interfaces and platform processes needed to enhance the CIN Program, foster collaboration and coordination of patient care, and streamline and promote tracking and reporting of CIN Program measures and metrics.

Overall Role and Responsibilities

The Subcommittee shall assist the CIN Program Committee in its responsibilities for developing and recommending policies and processes to the Board of Directors related to IT infrastructure needed to support and enhance the CIN Program, including:

- Evaluating, developing and identifying and IT-dependent performance improvement platform and interface with data-based mechanisms and processes to monitor and track utilization, report on quality measures, coordinate patient care (especially for high-cost, high-risk patients) and assess efficiency of resource use to demonstrate value.
- Reporting to the CIN Program Committee on a regular basis regarding IT infrastructure needs and objectives.
- Establishing and overseeing work groups related to CIN Program IT infrastructure issues.

Meeting Frequency and Length

- At least quarterly or upon request of the Subcommittee Chairman, the CIN Program Committee, or the Board of Directors.

Membership, Size, and Term

- The Subcommittee shall be composed of two (2) or more members appointed by the CIN Program Committee, each of whom is a participant in the CIN Program and free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Subcommittee.
- The CIN Program Committee may adjust the Subcommittee's size and composition from time-to-time.
- The term of the Subcommittee members shall be annual, unless otherwise recommended by the CIN Program Committee and approved by the Board of Directors.

Work Groups

- The Subcommittee may establish work groups comprised of its members or CIN Participants who are not members of the Subcommittee to address designated issues related to IT infrastructure and to report findings to the Subcommittee, as assigned.

Leadership and Meeting Attendance

- The Chairman of the Subcommittee shall be designated by the CIN Program Committee and approved by the Board of Directors.
- Any member of the CIN Program Committee and any director of RPO who is not a member of the Subcommittee may attend meetings of the Subcommittee; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote. The Subcommittee also may invite to its meetings any representative of CareAllies and such other persons as it deems appropriate in order to carry out its responsibilities.

Reports

- The Subcommittee shall make regular reports to the CIN Program Committee, including a description of important issues that have developed since the last report and responses thereto.
- In addition to regular reports, an annual plan and report shall be developed by the Subcommittee on the state of the CIN Program's network and such other matters as the CIN Program Committee or Board of Directors may request from time to time.

Evaluations and Review

- The Subcommittee shall periodically review and, if necessary, propose updates to the Subcommittee's charter.
- The Subcommittee will perform an evaluation of its performance at least annually to ensure that the Subcommittee is functioning effectively.
- The Subcommittee shall regularly review policies and procedures applicable to its responsibilities.

CIN Contracting Subcommittee

CHARTER OF

CIN CONTRACTING SUBCOMMITTEE

A SUBCOMMITTEE OF THE CONTRACTING COMMITTEE, A COMMITTEE OF THE

BOARD OF DIRECTORS OF RENAISSANCE PHYSICIAN ORGANIZATION, INC.

Purpose and Authority

The Subcommittee will review, evaluate and make recommendations to the RPO Contracting Committee and RPO CIN Program Committee concerning contracting matters related to the CIN Program.

Overall Role and Responsibilities

The Subcommittee shall:

- Assist the RPO Contracting Committee in its responsibilities related to: negotiating and monitoring contracts related to the CIN Program.
- Make recommendations to the RPO Board concerning payor contracting by the CIN as necessary to further the quality and cost management goals of the CIN and as permitted by law.
- Develop, document, approve and implement policies, procedures and protocols as it deems necessary or advisable within the scope of its authority for the achievement of the CIN Program, including but not limited to Payor Relations and Reporting
- Perform such other functions and exercise such other powers as may be delegated to it from time to time by the Contracting Committee.

Meeting Frequency and Length

- At least quarterly or upon request of the Subcommittee Chairman, the Contracting Committee, the CIN Program Committee, or the Board of Directors. Such meetings can be conducted in-person or telephonically.

Membership, Size, and Term

- The Subcommittee shall be composed of two (2) or more members appointed by the Contracting Committee, each of whom is a participant in the CIN Program and free from any relationship that, in the opinion of the RPO Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Subcommittee.
- The Contracting Committee may adjust the Subcommittee's size and composition from time to time.
- The term of the Subcommittee members shall be annual, unless otherwise recommended by the CIN Contracting Committee and approved by the RPO Board of Directors.

Work Groups

- The Subcommittee may establish work groups comprised of its members or CIN Participants who are not members of the Subcommittee to address designated issues related to CIN Program contracting and to report findings to the Subcommittee, as assigned.

Leadership and Meeting Attendance

- The Chairman of the Subcommittee shall be designated by the Contracting Committee and approved by the Board of Directors.
- Any member of the Contracting Committee, the CIN Program Committee, and any member of the RPO Board , who is not a member of the Subcommittee, may attend meetings of the Subcommittee; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote.
- The Subcommittee may invite to its meetings any representative of CareAllies and such other persons as it deems appropriate in order to carry out its responsibilities; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote

Reports

- The Subcommittee shall make regular reports to the Contracting Committee and the CIN Program Committee, including a description of important issues that have developed since the last report and responses thereto.
- In addition to regular reports, an annual plan and report shall be developed by the Subcommittee on matters addressing contracting issues and such other matters as the Contracting Committee, the CIN Program Committee, or the RPO Board of Directors may request from time to time.

Evaluations

- The Subcommittee shall periodically review and, if necessary, propose updates to the Subcommittee's charter.
- The Subcommittee will perform an evaluation of its performance at least annually to ensure that the Subcommittee is functioning effectively.
- The Subcommittee shall regularly review policies and procedures applicable to its responsibilities.
- The Subcommittee shall review any legal and regulatory matters that may have a material effect on contracting issues related to the CIN Program.

CIN Oversight Subcommittee

CHARTER OF

CIN OVERSIGHT SUBCOMMITTEE

A SUBCOMMITTEE OF THE OVERSIGHT COMMITTEE, A COMMITTEE OF THE BOARD OF DIRECTORS OF RENAISSANCE PHYSICIAN ORGANIZATION, INC. ("RPO")

Purpose and Authority

The CIN Oversight Subcommittee (the "Subcommittee") will monitor, evaluate and make recommendations to the RPO Oversight Committee and CIN Program Committee (collectively, the "RPO Committees") regarding CIN Program quality and performance and performance of CIN Participants to meet established goals of the CIN Program.

Overall Role and Responsibilities

The Subcommittee shall assist the Oversight Committee in its responsibilities to:

- Monitor, evaluate and provide oversight of CIN Program.
- Work collaboratively with CIN Subcommittees and the CIN Program Committee to assess overall CIN Program performance and performance of individual participants and to develop and recommend changes to CIN Program elements to enhance performance.
- Monitor and evaluate the clinical performance, quality, and cost efficiency of CIN Participants and provide support, counsel, and accountability for those CIN Participants whose clinical outcomes do not meet CIN Program standards.
- Develop and recommend to the CIN Program Committee for approval, clinical quality and performance improvement policies and programs for employees and contractors of the CIN designed to enable CIN Participants to achieve and maintain a high degree of interdependence and cooperation among one another.
- Ensure meaningful contributions to the CIN Program by providers, including commitments of time, effort, data and financial support to the CIN's development, implementation and enforcement of clinical quality and performance improvement policies and programs.
- Review and evaluate the performance of providers and the network of providers in accordance with Board-approved quality and performance improvement programs, and recommendation practice modifications to the Board based on its findings.
- Perform such other functions as may be assigned to the Subcommittee from time to time, by the CIN Program Committee.

Meeting Frequency and Length

- At least quarterly, or more frequently upon request of the Subcommittee Chairman, the Oversight Committee, the CIN Program Committee, or the Board of Directors. Such meetings can be conducted in-person or telephonically.

Membership, Size, and Term

- The Subcommittee shall be composed of two (2) or more members appointed by the Oversight Committee, each of whom is a participant in the CIN Program and free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Subcommittee.
- The Oversight Committee may adjust the Subcommittee's size and composition from time-to-time as deemed appropriate.
- The term of the Subcommittee members shall be annual, unless otherwise recommended by the Oversight Committee and approved by the RPO Board of Directors.

Work Groups

- The Subcommittee may establish work groups comprised of its members or CIN Participants who are not members of the Subcommittee to address designated issues related to oversight of the CIN Program and to report findings to the Subcommittee, as assigned.

Leadership and Meeting Attendance

- The Chairman of the Subcommittee shall be designated by the Oversight Committee and approved by the Board of Directors.
- Any member of the Oversight Committee, the CIN Program Committee, and any member for the RPO Board ,who is not a member of the Subcommittee, may attend meetings of the Subcommittee; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote. The Subcommittee also may invite to its meetings any representative of CareAllies and such other

persons as it deems appropriate in order to carry out its responsibilities; provided, however, that such individuals may not vote on any matter coming before the Subcommittee for a vote.

Reports

- The Subcommittee shall make regular reports to the RPO Oversight Committee and the CIN Program Committee, including a description of important issues that have developed since the last report and responses thereto.
- In addition to regular reports, an annual plan and report shall be developed by the Subcommittee on matters addressing oversight activities and such other matters as the Oversight Committee, the CIN Program Committee, or the RPO Board of Directors may request from time to time.
- At least annually, implement systematic data collection, analysis and reporting to the CIN Program Committee of measures related to established goals of the CIN Program, including: (a) appropriate utilization of health items and services, (b) outcome measures related to accepted clinical practice and/or evidence-based guidelines, quality standards and case management/care coordination programs and (c) financial measures of service delivery efficiencies and associated costs of care.

Evaluations and Review

- The Subcommittee shall periodically review and, if necessary, propose updates to the Subcommittee's charter and the CIN Program Performance Improvement Policy.
- The Subcommittee will perform an evaluation of its performance at least annually to ensure that the Subcommittee is functioning effectively.
- The Subcommittee shall regularly review policies and procedures applicable to its responsibilities.

CIN Governance Process

#	Protocol
1	Reporting and governance shall be provided through the use of monthly UM/QM meetings, Governance Board meetings, and regular reporting out of Arcadia. Interventions at the provider level will be determined by local Governance boards consistent with the larger Governance operational guidelines, ranging from a phone call to one-on-one coaching to termination from the CIN.

2	Performance of quality measures to assess and monitor improvements and outcomes will be tracked and reported in the following areas:
	• Protocol Adherence Metrics (Regular review of number of tasks and response times, with monthly calculation and reporting of average response times, by provider)
	• Performance Metrics
	  ○ Quality Gaps in Care Metrics, utilizing the performance dashboard within Arcadia to benchmark target goals and current performance throughout the year
	  ○ Utilization metrics using various reporting from Arcadia:
	  ▪ Admissions
	  ▪ Re-admissions: same or similar and all-cause
	  ▪ Emergency Room Utilization

3	Performance Reports shall be shared on a regular basis with each participating provider so that providers can compare their own performance with that of their peers. Consistent reporting and feedback shall allow providers to measure and compare clinical outcomes, efficiency, and patient utilization, driving the desired overall quality of care.

CIN Governance Reporting Grid

PROTOCOL ADHERENCE MEASURES				
#	**Report Name**	**Brief Description**	**Frequency**	**Report User**
1	General Usage	Shows frequency of user access to system and portions accessed.	Monthly	CIN Leadership, Clinical Leaders, provider and CA
2	PCP Coordination	Shows PCP access to Asset, coordination information sent and to whom sent, response time to tasks	Monthly	CIN Leadership, Clinical Leaders, provider and CA
3	Specialist Coordination	Shows Specialist access to Asset, coordination information sent and to whom sent, response time to tasks	Monthly	CIN Leadership, Clinical Leaders, provider and CA

CIN Performance Metrics

PERFORMANCE METRICS				
#	Report Name	Brief Description	Frequency	Report User
1	Gaps in Care	Shows patient level detail (PHI approved access) by attributed provider and benchmarks against CIN	On Demand	CIN Leadership, Clinical Leaders, provider and CA
2	Admissions and Re-admissions	Admissions, hospitalist admit and discharge note sent (Y/N), PCP visit within (10) days (Y/N) and facility. Matches Re-admissions to reference admission.	On Demand	CIN Leadership, Clinical Leaders, provider and CA
3	ER Utilization	ER encounters to identify high utilizing patients and overall ER utilization metrics	On Demand	CIN Leadership, Clinical Leaders, provider and CA
4	Chronic Condition Management	Able to select by target condition and shows list of patients, date last seen, date of last admission, enrollment status in payer program and disease specific gaps	On Demand	CIN Leadership, Clinical Leaders, provider and CA

*Note: All reports are available at provider level and CIN level. PHI visibility is determined based on user role and need and de-identified as appropriate.

CIN Clinical Integration Policy

To ensure that care coordination is taking place in Arcadia as a part of the clinical integration of the LoneStar State Physician Alliance CIN physicians each quarter the CIN program committee will review data to ensure that CIN physicians are using Arcadia to document encounters as a mechanism of clinical integration. The following steps will be taken to ensure care coordination and compliance:

1. Physicians with <50% utilization will receive an email with opportunities and be offered a refresher on system and process.

2. Physicians with 25% or less will be required to have a meeting with a CIN physician leader, CareAllies, and their staff to discuss importance and create an improvement plan that will demonstrate continued improvement.

3. Physicians who are unwilling or unable to achieve material improvement after a year of monitoring their performance improvement will be reviewed for continued participation.

CIN Contract Appeal Process

NETWORK OPERATIONS

Provider CIN

Contract Appeals Process

Date: 9-12-17

I. Purpose: To provide RPO CIN contract appeals process for Physicians/Providers (MD, DO) that participate in the Renaissance Physician Organization provider networks.

II. Definitions:

1. **Provider –** Any individual who is engaged in the delivery of health care services in a state and is licensed or certified by the state to engage in that activity in the state; and any entity that is engaged in the delivery of health care services in a state and is licensed or certified to deliver those services if such licensing or certification is required by state law or regulation.

2. **Participating Provider –** A participating Specialist or PCP providing covered services to members pursuant to an agreement with Renaissance Physician Organization.

III. Policy: In the event a provider's CIN participation is denied or terminated by RPO, the provider must adhere to the appeals process below:

1. NOS/Admin receives appeal from provider.

2. Admin collects from provider a few lunch hour dates and asks for any supplemental data (inquire who will be attending to coordinate legal if needed).

3. NOS to alert RPO Appeal panel (and legal if needed) of selected date via outlook invite

4. Admin notifies appealing provider and provides all a call in number

5. NOS sends a reminder the day before with date, time, and number to provider and panel.

6. Hold panel discussion: (use sample script)

a. First 30 minutes is provider pleading their case to panel and panel asks questions

b. All disconnect from conference call and the panel and admin call back in

c. Panel discusses matter

d. Panel makes decision

7. NOS to complete minutes

8. Admin notifies the provider of the decision via formal letter

9. NOS requests panel members a stipend of $250 for participation

IV. Responsibility: Network Operations is responsible for ensuring that the process is followed in order to ensure that the providers are provided the appropriate appeals process in accordance with the established guidelines.

V. Maintenance of Policy: This policy will be reviewed by Network Operations Support annually.

Appeal Panels:

Appeal panel for Specialists: Dr. Hawkins, Dr. Horn and a like specialist. (Dan Hayes if needed)

Appeal panel for PCPs: Dr. Hawkins, Dr. Moore, Dr. Pham, Dr. Orsak, Dr. Irvine, Dr. Kamenetsky and Dr. Moncayo (Dan Hayes if needed)

RPO Medical Director: Dr. Ramapriya Suresh

Signature of Department Head

Printed Name of Department Head

Whitney Horak, President RPO

Date

09/12/2017

Annual Member and Customer Satisfaction Surveys

Member Satisfaction Survey Intro Letter

DATE

MEMBER NAME

MEMBER ADDRESS

MEMBER CITY, STATE, ZIP

Dear <Member First Name>,

Your doctor, <Aligned PCP Full Name>, is part of a network of physicians called Renaissance Physicians Organization.

Renaissance Physicians is asking for your feedback by completing the enclosed survey. This survey allows you to rate your physician and physician's staff. Your feedback from this survey will ultimately help improve your experience when visiting or contacting your physician.

The survey should take less than 10 minutes to complete. Please answer all questions, if they are applicable to you. If a question does not apply to you, skip to the next question. The information you provide is completely confidential.

Please return your completed survey directly to Renaissance in the enclosed envelope within two weeks. No postage is required if you use the provided envelope and it is mailed in the United States.

Renaissance Physicians is committed to providing you with high quality care. We look forward to working with you to help you become healthy, stay healthy, and get the care and services that are right for you.

Thank you for choosing Renaissance Physicians

CareAllies

RPO Customer Satisfaction Survey

Renaissance Physicians Organization
Cigna Commercial
2019 Customer Satisfaction Survey

PCP: ALIGNED PHYSICIAN
POD: POD
PLAN: PLAN TYPE

PCP Ratings

In the last 12 months, and on a scale of 1-5 with 5 being the highest how often did your personal (primary care) doctor…	Never = 1	Sometimes = 2	Usually = 3	Always = 4	Exceptional = 5
1. Explain things in a way that was easy to understand?					
2. Spend enough time with you?					
3. Talk with you about all prescription medications you were taking?					
4. Explain what you needed to do to get better or stay healthy?					
5. Tell you what to do if you needed care at night or on weekends?					
6. Provide you with lab or test results as quickly as needed?					
7. Help you select an in-network doctor and/or obtain referrals or prior authorizations?					
8. Help you manage your care among different providers/doctors and services?					

	Worst 0	1	2	3	4	5	6	7	8	9	Best 10
1. Based on your experience with this doctor in the last 12 months, what rating would you give for this doctor?	O	O	O	O	O	O	O	O	O	O	O
2. Based on your experience with this doctor in the last 12 months, what rating	O	O	O	O	O	O	O	O	O	O	O

would you give for this doctor's office staff?											

Appendix

1. Physician-to-Physician (P2P) Care Coordination Standards

The following scenarios reflect the minimum CIN clinical requirements for a provider to send to another provider when coordination of care of the patient occurs for the scenarios in the CIN workflows

1. Patient appointment in a provider office without another provider's notice (e.g., new patient, self-referral) and the rendering provider needs to notify an attributed PCP of the patient visit
    a. Date of Service
    b. Presenting complaint, reason for visit
    d. Test orders and results
    e. Treatment Plan
2. Notification to PCP upon admission
    a. Admission Date
    b. Facility name
    c. Admit Diagnosis
    d. Expected discharge date
    e. Request for PCP office to provide any clinical information that is relevant to the admitting diagnosis
3. Notification to PCP (and Specialist, when appropriate) upon discharge
    a. Discharge Date
    b. If referred to a Specialist, copy both PCP and Specialist
    c. Discharge medications and changes from previous medication regimen
    d. Home care needs
    e. Treatment Plan
4. PCP notification to a Specialist when a patient is sent to Specialist
    a. Date of PCP visit
    a. Reason for referral to Specialist including any special circumstances
5. Specialist notes back to PCP (and Specialist, if applicable) after Specialist visit
    a. Date of Specialist visit
    b. Test orders and results
    c. Treatment plan
6. Specialist notification to a second Specialist (and notifies attributed PCP of same information) when a patient is sent to another Specialist
    a. Date of Specialist A visit
    b. Reason for referral
    c. Test orders and results

2. Items to Review in Longitudinal Patient Record

Items to review in Longitudinal Patient Record

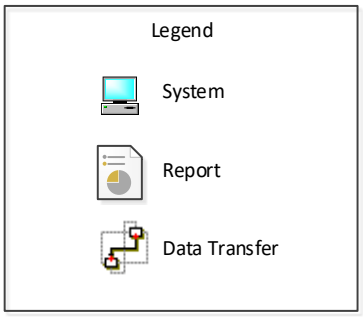
- Patient Demographics
    - DOB/Phone/Address
    - Attributed Primary Provider
    - Last Accountable Provider Visit

- Diagnosis History
- Services and Procedures History
- Prescriptions History
- Lab History
- Screening and Prevention History
- Program Enrollment

3. Glossary

Term	Definition
CIN	Clinically Integrated Network
Physician Network	The associated group of providers, typically Primary Care Physicians (PCPs) and Specialists that are available to care for an individual patient, as defined by some type of agreement (e.g., payer, IPA, CIN, etc.)
FTC	Federal Trade Commission
Clinical Integration	Indicia of clinical integration include: • Shared information technology • Shared clinical protocols • Care review based on the implementation of protocols • Mechanisms to ensure adherence to protocols
Specified Physician Organization	As used in this document, this is the client organization that would utilize this service
Asset	As used in this document, this is the shared application used to deliver these services
PCP	Primary Care Physician
Hospitalist	A physician dedicated to the delivery of comprehensive medical care to hospitalized patients
Specialist	A physician who has completed advanced education and clinical training in a specific area of medicine
Medical Director	A physician who provides clinical guidance, leadership, oversight and quality assurance for an organization
Governance Board	An organization's Board that is responsible for Policy Formulation, Decision Making and Oversight related to the responsibilities of the organization, such as its Mission, Leadership, Operations and Financial Health

4. Icons



5. Assumptions Related to Workflow Development

#	Assumption	Response
1	CIN must include all PCPs and Specialists	
2	Specified Physician Organization meets all other CIN "requirements" outside of care coordination	
3	CIN will only use Payer's Chronic Disease Management programs	
4	Workflows must be flexible to address all applicable payer types & LOBS	
5	A minimum set of data will be required to execute the CIN (Reference CIN Data Context Model)	
6	All participants in the CIN would have access to same technology (technologies)	
7	PCP offices in CIN will check the Asset a minimum of once daily to check for any messages	
8	Specialists will need to be notified via a method to direct them to check the Asset for a message. They will not be expected to check daily, like the PCP, so will need to be prompted to go to asset.	

6. Cigna Preferred Facilities

- Please refer to the quick reference guide with preferred facilities under "Lonestar State Physician Alliance CIN Resources" (https://myrpo.com/providers/provider-resources)