OAKWOOD ACCOUNTABLE CARE ORGANIZATION, LLC.

PHYSICIAN PARTICIPATION AGREEMENT

This Agreement is effective on this ___ day of ______________, 20__, and is made by and between Oakwood Accountable Care Organization, L.L.C., a Michigan limited liability company (“Oakwood ACO”) and the undersigned physician (“Physician”).

A. Oakwood ACO is an accountable care organization formed by a partnership of the Primary Care and Specialist physician community and Oakwood Healthcare, Inc. (“OHI”). Physicians are eligible to participate in the Oakwood ACO if they are members of the medical staffs of acute care hospitals operated by OHI or are providers for OHSCare, the OHI employee health plan.

B. Oakwood ACO contracts with health benefit plans, employers and third party administrators (“Plans”) to arrange for the provision of health care services to enrollees of those Plans in a manner that fosters the high quality and cost-effective delivery of health care services.

C. Oakwood ACO contracts with health care providers, including Physician, to provide primary care and specialty physician services and other health care services to Plan enrollees.

D. Physician is a duly licensed physician in the State of Michigan with board eligibility or board certification appropriate for Physician’s specialty of practice and Physician wishes to contract with Oakwood ACO to provide physician services to Plan enrollees.

In consideration of the mutual promises set forth below, Oakwood ACO and Physician agree as follows:

1. Participation with Oakwood ACO. Subject to the terms and conditions of this Agreement, Physician agrees to participate as a participating physician of Oakwood ACO and to abide by the terms and conditions of this Agreement.

2. Oakwood ACO Programs. Physician agrees to participate fully in all programs of Oakwood ACO relating to care protocols, quality assurance, utilization management, shared savings programs, peer review, credentialing, member grievance programs, or other professional programs established by Oakwood ACO. Physician further agrees to accept any decisions relating to Physician and Physician’s participation with Oakwood ACO, including corrective action, subject to all appeal rights as may be provided by each Plan or Oakwood ACO.

3. Plan Participation. At Physicians discretion, Physician may participate in any Plan(s) with which Oakwood ACO has a contract, subject to plan participation requirements. Physician understands and agrees that Oakwood ACO does not guarantee that Physician will be offered the opportunity to participate in each Plan under contract with Oakwood ACO. Physician agrees to comply with the terms and conditions of any agreements made by Oakwood ACO with such Plans and with Plan’s applicable terms of participation, policies and procedures. Initially, Physician will participate through the Oakwood ACO in those Plans selected on page 4.
of this Agreement. Physician understands that Oakwood ACO may make available in the future plans in addition to those listed on page 4. The addition of such plans will not be considered an amendment of this agreement.

4. **Agreement to Provide Services.** Physician shall provide services which are within Physician’s area of medical practice to Plan enrollees, subject to the terms and provisions of this Agreement and the coverage conditions of each Plan. Physician agrees not to discriminate against any enrollee on any basis prohibited by state or federal law or regulation.

5. **Policies and Procedures.** Physician agrees to comply with (i) all policies and procedures of Oakwood ACO, (ii) all applicable government program requirements, and (iii) all Plan requirements.

6. **Maintenance of License and Staff Privileges.** Physician shall maintain in good standing all licenses, registrations, certifications, and/or privileges as required by Oakwood ACO and each Plan to render services to enrollees. Physician shall maintain medical staff privileges in good standing with at least one hospital owned by OHI or maintain active provider status with OHSCare. Physician shall immediately notify Oakwood ACO of any change in Physician’s license, certification or privileges on any medical staff.

7. **Compliance with Laws.** Physician shall comply with all applicable federal, state and local laws and regulations, including without limitation all Medicare and Medicaid statutes and regulations.

8. **Claims.** Physician shall submit claims to Plan(s) on designated claim forms within the time period required by the applicable Plan. Physician acknowledges that the failure to submit accurate, complete and clean claims as required by a Plan within the required time period may render such claims not payable.

9. **Hold Harmless.** Physician agrees that claims for services rendered to enrollees will be paid to Physician directly by each Plan. Physician agrees to look solely to Plan for payment for services provided by Physician to Plan enrollees which are covered by Plan. Physician agrees not to bill, charge, collect a deposit from, seek compensation from, or have any recourse against any enrollee, except to the extent that Plan permits Physician to collect co-payments, deductibles, coinsurance or payment for non-covered services directly from enrollees. Physician acknowledges and agrees that Oakwood ACO shall have no financial liability to Physician for payments for services provided to enrollees.

10. **Insurance.** Physician shall maintain professional liability insurance with minimum limits of coverage as required by Oakwood ACO or any Plan with which Oakwood ACO contracts, shall provide evidence of such coverage to Oakwood ACO when requested, and shall notify Oakwood ACO immediately of any material changes or termination of coverage. Physician agrees to indemnify, defend and hold harmless Oakwood ACO and its members, managers, officers, employees, agents and attorneys from all liability, damages, claims, amounts, costs and expenses (including reasonable attorneys’ fees) arising from the furnishing of medical services by Physician.

11. **Confidentiality.** Physician agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and to maintain the confidentiality of enrollees’ health information, enrollment information and financial terms of this Agreement and shall not release
any such information except in compliance with applicable legal requirements or the written consent of the enrollee and Oakwood ACO.

12. Maintenance and Access to Records. Physician agrees to prepare, maintain and retain medical, fiscal and administrative medical records for all services provided to enrollees in accordance with generally accepted medical practice and Oakwood ACO policies. Physician further agrees that Oakwood ACO shall have the right to audit and have access to Physician’s records on reasonable notice and during normal business hours, for purposes of determining Physician’s compliance with this Agreement and with applicable law.

13. Term and Termination. This Agreement shall remain in effect unless and until terminated as follows:

   a. By Physician or Oakwood ACO at any time with or without cause upon sixty (60) days’ prior written notice to the other party;
   b. By Physician or Oakwood ACO upon a material breach of any term or condition of this Agreement upon twenty (20) days’ written notice, provided that the breaching party shall have such twenty (20) day notice period to cure or resolve the breach and provided further, that such termination shall be subject to applicable Oakwood ACO appeal procedures;
   c. Immediately upon termination of Physician’s membership interest in Oakwood ACO; or
   d. Immediately, in the event of the dissolution of Oakwood ACO, pursuant to the terms of the Oakwood ACO Operating Agreement.

14. Effect of Termination. Termination of this Agreement shall not relieve Physician of any obligations to enrollees currently receiving treatment and of all obligations which have accrued as of termination or which survive termination. Physician shall cooperate with Oakwood ACO, Plan and enrollees to ensure that enrollees are transferred to another physician for treatment.

15. Miscellaneous.
   a. This Agreement contains the full and complete agreement of the parties relative to its subject matter.
   b. This Agreement may be amended only by a written agreement signed by both parties, except that Oakwood ACO may unilaterally amend this Agreement to comply with any legal requirements.
   c. This Agreement may not be assigned by either party without the written consent of the other party.
   d. In the performance of their respective duties and obligations hereunder, the relationship of the parties is that of independent contractors. Nothing in this Agreement shall be construed or be deemed to create any other relationship, including one of employment, agency or joint venture.
   e. This Agreement shall be governed by the laws of the State of Michigan.
IN WITNESS WHEREOF, the parties have duly executed this Physician Participation Agreement as of the dates set forth below.

PHYSICIAN
Signature: _______________________________
Name: __________________________________
Date: ________________________________

OAKWOOD ACCOUNTABLE CARE ORGANIZATION, LLC
By: _______________________________
Its: ________________________________
Date: ________________________________

Health Plans Physician Agrees to Participate in Through Oakwood ACO
(Please place an X next to those Plans you wish to access through Oakwood ACO)

OHSCare   ___ X (Oakwood ACO is the exclusive ACO for OHSCare)
Blue Care Network  _________
Great Lakes Health Plan  _________
Health Alliance Plan  _________
Health Plan of Michigan  _________
Health Plus  _________
Midwest Health Plan  _________
Molina  _________
Omnicare  _________
Priority Health  _________
Total Health Care  _________