

The motion was seconded by Trustee Hargett with all Trustees voting "Aye" in favor of the motion.

Mr. Brunson also reported that the cost report for FY2021 had been submitted. There was a decrease of \$1.2 million in expenses and \$550,000 was hospital expenses as far as the cost report is concerned. We had a decrease of \$3.7 million in revenue. Mr. Brunson reported that we are expecting a return of approximately \$5 million in proceeds for FY2021.

Mr. Blackwood circulated the Administrator's comments, a copy of which appears as Exhibit 1 hereto and is incorporated herein by reference. Questions were asked and answered concerning the Administrator's comments.

Mr. McRae circulated the Quality Report and HCAHPS for February, 2022. Questions were asked and answered concerning the quality metrics for the month.

Mr. Blackwood presented a proposed resolution along with the Amended and Restated Operating Agreement effective January 1, 2019; the Shared Savings Participation Agreement for performance year 2021; the Shared Savings Participation Agreement for performance years 2022-2026; and the ACO Participation Services Agreement effective January 1, 2021. The resolution sets forth the Hospital's participation in the Myriad ACO and confirms the Hospital's consent to the agreements governing participation in the ACO. After a discussion of the resolution and the accompanying agreements, Trustee Hargett made a motion that the resolution be approved and spread upon the minutes of this Board. The motion was seconded by Trustee Sayle with all Trustees voting "Aye" in favor of the resolution. A motion was made by Trustee Lockett authorizing Mr. Blackwood, the Chief Executive Officer, to execute each of the agreements attached to said resolution and that same be spread upon the minutes of the Board. The motion was seconded by Trustee Hargett with all Trustees voting "Aye" in favor of the motion. The resolution and agreements are attached hereto as Exhibit "2".

There being no further matters for discussion, the Board adjourned.

RESOLUTION

Following review and discussion, on motion made and duly seconded, a majority of the members of the Tallahatchie General Hospital Board of Trustees, namely [insert name of Trustees voting in favor], voted to in favor of the following resolution:

Whereas, Tallahatchie General Hospital (“the Hospital”) is a member of Myriad Health Alliance, LLC (“Myriad”), and a Principal Participant in the Myriad accountable care organization (“ACO”);

Whereas, with approval of this Board, the Hospital previously entered into the following agreements relating to operation of the Myriad ACO, copies of which are attached to this Resolution as Exhibit A:

1. Amended and Restated Operating Agreement effective January 1, 2019;
2. Shared Savings Participation Agreement for performance year 2021;
3. Shared Savings Participation Agreement for performance years 2022-2026;
and
4. ACO Participant Services Agreement effective January 1, 2021;

Whereas, Myriad has proposed, and a super-majority of the Myriad Membership has approved, an Amended and Restated Operating Agreement effective December 1, 2021, in the form attached hereto as Exhibit B;

Whereas, Myriad has proposed and the Myriad Board of Managers has approved certain amendments to the ACO Services Agreement, which are reflected in the Amended ACO Services Agreement with an effective date of January 1, 2022, which is attached hereto as Exhibit C; and

Whereas, although some or all of the agreements attached as Exhibits A, B and C have previously been approved by this Board, Myriad has requested that the Board approve this resolution and enter it in the Board’s minutes to ensure that all operative agreements between Myriad and the Hospital are properly approved and so reflected in the Board’s minutes,

IT IS, THEREFORE, RESOLVED that:

1. The Hospital’s participation in the Myriad ACO and the agreements attached hereto as Exhibits A, B and C are in the best interest of the Hospital and the furtherance of patient care within the Hospital’s service area;
2. Each of the agreements attached hereto as Exhibits A, B and C are hereby accepted and approved this Board; and
3. The Hospital [Administrator/Chief Executive Officer] is authorized to execute on behalf of the Hospital the agreements attached hereto as Exhibits A, B and C that have not already been executed. The Board hereby ratifies and accepts each of those agreements that were previously executed.

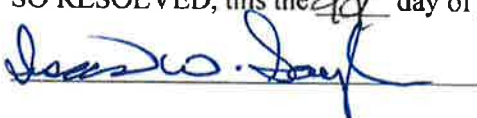
SO RESOLVED, this the 27 day of March 2022.
 SECRETARY

EXHIBIT A

CPSI ACO 3 LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

January 1, 2019

THIS AMENDED AND RESTATED OPERATING AGREEMENT (“*Agreement*”) is made and entered into as of the date specified above (“*Effective Date*”) by and among CPSI ACO 3 LLC, a Missouri limited liability company, and each entity or person identified as a Member on Exhibit A (hereinafter collectively referred to as the “*Members*” and individual as a “*Member*”), as such Exhibit may be amended from time to time (collectively referred to herein as parties). This Agreement, as of the Effective Date, hereby supersedes and replaces the Operating Agreement previously adopted by the Company on March 27, 2018.

Recitals

WHEREAS, the Members desire to evidence in writing their agreement regarding the operation of the Company, and the rights, duties, and obligations of its present and future Members; and

WHEREAS, Members intend to operate the Company in a manner that supports their collective intention to create better care for individuals, better health for populations and lower expenditures related to delivery of health care.

NOW, THEREFORE, the parties agree as follows:

Article I
Formation

1. ***Certificate of Formation.*** The Company was formed pursuant to the Missouri Act upon the filing of Articles of Organization on April 13, 2017, as amended (the “*Articles*” or “*Articles of Organization*”) with the Secretary of State of Missouri. Pursuant to the Mississippi Act, the Company registered with the Secretary of State of Mississippi to do business in the State of Mississippi as a Foreign Limited Liability Company on January 16, 2018, the rights and obligations of the Members shall be as provided under the Act, the Articles, and this Agreement.
2. ***Name and Location.*** The name of the Company shall be CPSI ACO 3 LLC. The principal office and place of business for the Company shall be located at such location or locations as the Members may designate.
3. ***Registered Office and Registered Agent.*** The registered office of the Company shall be as set forth in the Articles.

Article II
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

1. “*Act*” shall mean the Missouri or Mississippi Limited Liability Company Act, as amended, and as referenced. If any conflict arises between the Missouri and Mississippi Act, the Mississippi Act shall control.
2. “*Agreement*” shall mean this Amended and Restated Operating Agreement as amended from time to time.

3. **“Board of Managers”** or **“Board”** shall mean the governing body of the Company responsible for the Company's overall operations. The composition of the Board of Managers is set forth in Article VI hereof.

4. **“Capital Account”** means, with respect to each Member, the account established on the books and records of the Company for each Member in accordance with this Agreement.

5. **“Capital Contribution”** means the amount of money contributed, the property contributed and/or the value of the services (as agreed by the Board of Managers) rendered to the Company by a Member.

6. **“Cause”** means, with respect to the applicable Person, including, without limitation, a Member, (a) fraud or embezzlement on the part of that Person with respect to Company's assets or property; (b) any act or conduct by that Person which is intended to result in, and results in, material enrichment at the expense of Company or its Members, except for reasonable expenses expressly authorized or ratified by Company; (c) any intentional or grossly negligent act or conduct by that Person that has a material adverse impact on the business of Company or the interests of its Members; (d) that Person's continued failure to perform its duties or responsibilities hereunder, which failure remains uncured for thirty (30) days or more after receipt of written notice stating with specificity the failure; (e) that Person's conviction or admission of a crime of moral turpitude; (f) that Person's failure to comply with all the applicable requirements of the Medicare Shared Savings Program as defined below, and 45 CFR Part 425; (g) exclusion of that Person from participation in any federal health care program; (h) that Person's breach of its Shared Savings Participation Agreement with the Company, including without limitation that Person's failure to contribute any funds or pay any amounts due to Company under its Shared Savings Participation Agreement; (i) that Person's refusal to participate actively in the Company's quality improvement programs; (j) that Person's failure to meet or show consistent improvement toward meeting the Company's quality and performance benchmarks; (k) that Person's failure to fully report or provide the data and information requested by the Company, in the time frame specified by the Company; or (l) that Person's failure to comply with any plan of correction issued by the Company.

7. **“Code”** means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any successor codification of the federal tax laws.

8. **“Company”** means the limited liability company identified in the title of this Agreement.

9. **“Company Unit”** or **“Unit”** means a unit of ownership in the Company entitling the Member owner thereof to the rights set forth in this Agreement, including one (1) vote per unit.

10. **“Dilution”** means the prospective reduction of a Member's Interest upon the majority in Interest vote of the Members, unless such vote requires an amount otherwise specified in this Agreement. The Members will determine the amount of Dilution in a fair and equitable manner considering the financial and operational impact on the Company, or as otherwise specified in this Agreement. Notwithstanding the foregoing, a Dilution may not reduce a Member's Interest to zero. In order to enact such Dilution, the Company shall issue additional Units to the non-diluted Members. The issuance of additional Units to enact a Dilution will not require the payment of capital or any other item of value from the non-diluted Members.

11. **“Diluted Member”** means a Member that is or has been subject to a Dilution.

12. **“Expulsion”** has the meaning set forth in Article X, Sections 3 and 9 of this Agreement.

13. **“Interest”** means the entire ownership interest of a Member in the Company at any particular time, including the right of that Member to any and all benefits to which a Member may be entitled as provided in this Agreement and the Act, together with the obligations of that Member to comply with all of the terms and provisions of this Agreement.

14. “**Medicare Shared Savings Program**” shall mean that certain federal government program operated by the Centers for Medicare and Medicaid Services (“**CMS**”) as described in the regulations at 42 C.F.R. Part 425 and that certain ACO Participation Agreement entered into and executed between Company and CMS (the “**MSSP Agreement**”).

15. “**Member**” shall mean each of the parties who has executed this Operating Agreement or a joinder to this Agreement.

16. “**Membership Interest**” shall mean the entire ownership interest (capital and profits) of a Member in the Company at any time represented by the number of Company Units each Member holds in proportion to the Company Units held by all the Members.

17. “**Net Cash Flow**” with respect to any fiscal period means the Profit or Loss as shown on the books of the Company -- increased by the amount of depreciation and amortization deductions or other deductions in lieu of depreciation taken in computing such Profit or Loss, and further increased by any nontaxable income or receipt of the Company not included in Profit (excluding capital contributions, life insurance proceeds on the life of the Members if any, and the proceeds of any mortgages or of any other Company obligations or loans if any) -- and reduced by: (a) payments upon the principal of any mortgages upon Company property or of any other Company obligations or loans; (b) expenditures not included in Loss for the acquisition of Company property and for capital improvements and/or replacements (except to the extent financed through capital contributions, mortgages on Company property or any other Company obligations or loans, or reserves previously set aside by the Company for such purposes); and (c) such reserves and/or escrows for meeting anticipated expenses or other contingencies as the Members shall deem to be reasonably necessary in the efficient conduct of the Company business.

18. As used in this Agreement, the term “**participant**” and “**participant of the Company ACO**” shall mean those entities, either a Member or non-member, that have entered into and executed a Shared Savings Participation Agreement with the Company, in which such entity agrees to participate in, and comply with the requirements of the Medicare Shared Savings Program, as defined above.

19. “**Person**” means a natural person, partnership (whether general or limited), limited liability company, trust (including a common law trust, business trust, statutory trust, voting trust or any other form of trust), estate, association (including any group, organization, co-tenancy, plan, board, council or committee), corporation, government (including a country, state, county or any other governmental subdivision, agency or instrumentality), custodian, nominee or any other individual or entity (or series thereof) in its own or any representative capacity, in each case, whether domestic or foreign.

20. “**Profit or Loss**” means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

- a. all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(i) shall be included in computing taxable income or loss;
- b. any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and
- c. any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss.

21. “**Transfer**” means, directly or indirectly, to alienate, sell, give, pledge, hypothecate or transfer any or all of something in any manner.

Article III
Purpose & Authority

1. **Purposes.** The Members recognize their shared, long-standing mission of service to their communities and a desire to continue to meet the lifelong health care needs of patients with high quality and high value. Based on this mission, the Members are creating a clinically integrated network of providers that will participate in coordination of care, active management of chronic diseases and other quality improvement initiatives to support population health management.

In addition to such other purposes as the Members and/or the Board may from time to time establish, the Company is formed for the following purposes to:

- a. Fulfill and effectuate the mission of the Company;
- b. Promote evidence-based medicine and patient engagement, report on quality and cost metrics and coordinate care;
- c. Participate in the Medicare Shared Savings Program as an accountable care organization (an “**ACO**” or when specifically referring to the ACO formed by this Company, the “**Company ACO**”);
- d. Become accountable for the quality, cost and overall care of the Medicare fee-for-service beneficiaries assigned to the Company ACO;
- e. Enable Company ACO participants to work together to manage and coordinate care for Medicare fee-for-service beneficiaries;
- f. Establish, report and work to ensure provider compliance with health care quality criteria, including, without limitation, the quality performance standards developed by the Company ACO;
- g. Fulfill the functions of a Track 1 ACO, as defined and/or specified in the Medicare Shared Savings Program, 42 CFR Part 425 and the MSSP Agreement;
- h. Receive and distribute shared savings;
- i. Strive to improve the health of the populations served by Company's Members;
- j. Repay any monies determined to be owed to CMS, including any shared losses, as defined in Medicare Shared Savings Program; however, in no event shall a Member be obligated to repay more than its Capital Account;
- k. Conduct its activities to promote the charitable and educational purposes of the Members of the Company;
- l. Engage in activities consistent with the regulations adopted by state and federal governments as well as payors to be eligible to participate in shared savings programs;
- m. Develop and implement a clinical integration program (the “**Program**”) which will include active and ongoing initiatives designed to improve the continuity and quality of care in the communities served by the

Company ACO and its participants by promoting collaboration between such participants and monitoring the performance of the Company ACO and its participants to assess the effectiveness of the Program;

n. To do such things and to perform such acts to accomplish its purposes, with all the powers conferred on limited liability companies by the laws of the State of Mississippi; and

o. In order to carry out its purposes, and subject to any limitations herein, the Company is empowered to do any and all acts and things necessary, appropriate, proper and advisable for the furtherance of its purposes and for the benefit of the Company, including but not limited to any activity related or incidental thereto.

All powers expressed in this Section are in definition and not limitation of the general powers and purposes granted companies under the Act, and insofar as the same shall not be specifically set forth, such powers are incorporated herein by reference thereto.

2. ***Restraints on Political Activity.*** In no event shall the Company, directly or indirectly, participate in political campaign activities, make campaign contributions (including, without limitation, contributions to any political action committee) or otherwise take any action that is inconsistent with the restrictions imposed upon a tax-exempt organization related to political activities.

Article IV Member Rights, Obligations & Powers

1. ***Members.*** The Members of the Company and the number of Units owned by each of them shall be listed on Exhibit A. The Company will update Exhibit A from time to time as necessary to accurately reflect the information therein. The Interests of the Members are represented by Units. Unless otherwise approved by the Board of Managers as set forth in this Agreement, the Company will not issue certificates representing Units.

2. ***Corporate Compliance.*** The Members will adopt a corporate compliance program and will conduct the activities of the Company in accordance with all applicable laws and regulations and shall operate the Company in an ethical and businesslike manner.

3. ***Meetings of the Members.***

a. ***Annual Meetings.*** The Members shall hold an annual meeting to discuss Company business and operations. Annual meetings of the Members may be held at the principal office of the Company or at such other location as the Board may designate.

b. ***Special Meetings.*** Special meetings of the Members for any purpose may be called by the Board of Managers or twenty-five percent (25%) of the Members, upon notice in writing of the proposed meeting and the matters proposed to be acted upon. Such meetings may be held at the principal office of the Company or at such other location as the Board may deem appropriate or desirable.

c. ***Notice and Quorum.*** Unless otherwise waived by the Members, notification of any such annual or special meeting will be given not less than five (5) nor more than sixty (60) days before the date of the meeting to the Members at their record address or at such other address which has been furnished by a Member in writing to the Company. Such notification will be in writing, which writing may be provided by electronic transmission, and will state the place, date, hour and purpose of the meeting, and will indicate that it is being issued at or by the direction of the Board of Managers, or the Member or Members calling the meeting. Any annual or special meeting may be held in person, telephonically or via videoconference so long as all Members can hear one another and interact simultaneously throughout the meeting. If a meeting is adjourned to another

time or place, and if any announcement of the adjourned time or place is made at the meeting, it will not be necessary to give notification of the adjourned meeting. Notice of the time, place and purpose of any meeting of Members may be waived by telecopy or other writing, or by electronic transmission, either before or after the meeting, or in any other manner that may be permitted by the laws of the State of Mississippi. Attendance of a person at any meeting of the Members constitutes a waiver of notice of the meeting unless the Member at the beginning of the meeting, or upon its, his or her arrival, objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. A majority of the then current Members constitutes a quorum for the transaction of business. The vote of a majority of the Members present at any meeting at which there is a quorum constitutes the action of the Members, except when a larger vote may be required by this Agreement or by the Act.

d. **No Proxies.** No Member may authorize any person or entity to act on his or her behalf by proxy.

e. **Voting.** Each Member shall have one (1) vote per owned Unit, as reflected in the records of the Company ("**Voting Interests**"). If a Member has a number of Units that includes a fraction, the Member's vote shall also include the fraction (i.e., if a Member owns 8.333 Units, the Member has 8.333 votes). The following actions shall require the affirmative vote of at least seventy-five percent (75%) of all of the Member Units (a "**Supermajority of the Members**"):

1. Any change in the purpose of the Company;
2. Change of control of the Company or merger of the Company with, or the formation or acquisition of, any other business entity, or dissolution of the Company;
3. Any call for additional Capital Contributions to the Company;
4. Any change to the Company's Articles of Organization or Operating Agreement;
5. The incurrence by the Company of any indebtedness above a threshold established from time to time by a Supermajority of the Members;
6. The making of any change in the Company, Members and/or participating providers that would require advising the federal government of such a change;
7. Admission of a new Member;
8. Expulsion of a Member;
9. Amendment of the Agreement;
10. Amendment of the Articles;
11. The Company entering into a contract with an employer or payor for delivery or arrangement of health care services, that includes participation in any type of risk sharing and/or shared savings program, above a risk threshold dollar value or a risk threshold percentage, as set by a Supermajority of the Members from time to time;
12. Sale, lease or mortgage of all or substantially all of Company's assets;
13. Actions that are inconsistent with, or could adversely affect, the tax-exempt status of any Member, provided that the Members have received a written opinion from tax counsel for the Company

or for one (1) or more of the Members that such action is inconsistent with, or could adversely affect the tax-exempt status of a Member; and

14. The Company's termination of a Member's Shared Savings Participation Agreement.

f. **Supermajority Consent by Members Without a Meeting.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed (including through electronic means) by that number of Members entitled to vote on the action that own at least seventy-five percent (75%) of the Member Units.

g. **Participants of the Company ACO.** Those participants of the Company ACO that have executed a Non-Member Participant Agreement with the Company ("**Non-Member Participant**") may attend and participate in all meetings of the Members, in an ex officio capacity, without a vote. Such Non-Member Participants will be given notice of annual and special Member meetings as provided for in 4.3(c) above.

4. **Indemnification of Members.** To the greatest extent not inconsistent with the laws of the State of Mississippi, the Company shall indemnify any Member made a party to any proceeding because such individual is a Member, against all liability incurred by the Member provided that:

- a. the Member acted in good faith;
- b. the Member reasonably believed its conduct was not contrary to the Company's best interest; and
- c. the Member's conduct was not willful misconduct or knowingly unlawful. A determination of indemnification shall be made by the Board of Managers and indemnification shall include the payment of all damages and reasonable attorney fees incurred in the action.

5. **Contracts.** Any and all contracts between or among the Members and the Company, or between and among the Company and any third parties, will be in writing, at arm's length, commercially reasonable, consistent with fair market value, and not based in any manner on the volume or value of any referrals or other business generated by the parties.

6. **Authority of the Members.** No Member or Manager, except the Chairman of the Board, or his or her designee, has authority to bind the Company. No Member, except the Chairman of the Board, or his or her designee, shall make any agreement or execute any document binding, or attempting or purporting to bind, the Company. Nothing in this Section is intended, nor shall it be construed, to allow the Chairman of the Board, or his or her designee, to bind the Company to any arrangement not approved by the Board of Managers (or by the Members, if the arrangement involves a matter requiring approval by the Members).

Article V Capital and Expense

1. **Initial Capital Contributions.** The Members have each contributed to the Company cash, property or services rendered (the value of which has been agreed upon by the Board of Managers). By signing this Agreement, each Member is agreeing to, and approving, the adequacy and sufficiency of each Member's Capital Contribution, and the number of Units owned by each Member.

2. **Withdrawal of Capital Contributions.** Except as otherwise provided in Article X below, no Member shall have the right to withdraw or reduce its Capital Contribution without the approval of seventy-five percent (75%) of the Board of Managers (a "**Supermajority**" of the Board of Managers), unless otherwise provided for hereunder. No Member shall have the right to demand or receive property other than cash in return for its

Capital Contribution, and no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to profits, losses or distributions.

3. **Additional Capital Cash Contributions.** The Members, upon recommendation of the Board of Managers, may from time to time by a vote pursuant to Article IV, Section 3(e) above, agree to make additional Capital Contributions to the Company. Such contributions shall be in their respective Company Membership Interest percentages and shall be required of all Members. If a Capital Contribution is requested to be made, but any Member fails to make its percentage contribution, the remaining Members shall make such contribution for the non-paying Member, or, at the option of the Board of Managers, the Company shall redeem such Member's Units. In the event the Members make the contribution for the non-paying Member, such payments shall for a period of one year thereafter be deemed to be a loan payment repayable by the non-paying Member at the then current prime rate of interest.

If a Member fails to make its percentage contribution because it is a county, municipal or other type of governmental hospital, and it is prohibited by applicable law from making its contribution, then such Member shall have the right to: (a) transfer its Units (in equal amounts) to the other Members that are participants in the Company ACO; (b) withdraw from the Company; and (c) become a Non-Member Participant by entering into the Company's standard Non-Member Participant Agreement (in the form of Exhibit B to this Agreement) with the Company, in lieu of having its Units redeemed by the Company or otherwise being expelled from the Company.

4. **Interest on Capital Contribution.** No Member shall be paid interest on any Capital Contribution.

5. **Loans by Members.** The Members may (but shall not be obligated to) loan or advance to the Company such funds, at such interest rate or rates and upon such other terms, as they may deem advisable.

6. **Reimbursement of Expenses Incurred by the Members.** Upon prior approval of the Board of Managers or its designee, any Member may be reimbursed by the Company for all reasonable and direct expenses incurred by it, subsequent to the execution of this Agreement, in connection with the Company's business, including, but not limited to, legal, accounting, or other professional services.

Article VI Board of Managers

1. **Board of Managers.** The Board of Managers will be comprised of not less than six (6) nor more than thirty-five (35) managers (collectively the "**Managers**" and individually a "**Manager**"). The Managers need not be Members of the Company, but not less than seventy-five percent (75%) of the Managers shall be participants of the Company ACO, or representatives of entities that are participants of the Company ACO. With the exception of the one (1) Manager that is designated as the Medicare fee-for-service beneficiary, each Manager will be assigned to one (1) or more Principal Participants (as that term is defined in the Shared Savings Participation Agreement) and shall represent each such Principal Participant at all meetings of the Board of Managers. Acknowledging the Manager's fiduciary obligation to the Company ACO, each Manager shall vote in the manner mandated by his or her assigned Principal Participant(s) (consistent with said Principal Participant's vote at its Steering Committee meetings) on each matter that is voted on by the Board of Managers. For example, assume a Manager represents five (5) different Principal Participants at a meeting of the Board of Managers, and assume three (3) of those Principal Participants voted "no" and two (2) of those Principal Participants voted "yes" (said votes being made at the applicable Steering Committee, by the Steering Committee representatives appointed by each of the Principal Participants to represent its interests), then the Manager would cast a total of five (5) votes (three "no" votes and two "yes" votes) on that specific issue. Should the Manager determine, in his or her sole discretion, that a vote cannot be cast as mandated on behalf of an assigned Principal Participant because it would be a violation of his or her fiduciary obligation to the Company ACO, then the Manager shall abstain from the vote in question on behalf

of that Principal Participant (unless the concern can be resolved through discussions with the applicable Principal Participant prior to said vote).

2. ***Nomination and Election.*** Each Member and Non-Member Participant may annually nominate qualified candidates, during the Board designated nomination period, to serve on the Board, and the Members will elect the Managers from the pool of nominated candidates. The name and available biographical information of each candidate will be provided to the Members prior to each election. If more than thirty-four (34) nominations are made, the thirty-four (34) candidates receiving the highest number of votes shall be elected to the Board. If thirty-four (34) or fewer nominations are made, each nominated candidate shall be elected to the Board. In addition, the Board shall elect to the Board of Managers at least one individual who is a Medicare fee-for-service beneficiary who is served by the Company ACO, who does not have a conflict of interest with the Company ACO, and who has no immediate family with a conflict of interest with the Company ACO. At least seventy-five percent (75%) of the Managers shall be participants in the Company's ACO, or representatives of entities that are participants in the Company's ACO. If, and only as, necessary to satisfy the requirement that at least seventy-five percent (75%) of the Managers shall be participants or representatives of entities that are a participant in the Company's ACO, the Member(s) that own or operate a hospital participating in the Company ACO shall nominate to the Board of Managers at least one (1) individual who is a participant or a representative of an entity that is a participant in the Company's ACO. The Company's Executive Director and Medical Director, whose appointment and removal are under the control of the Board of Managers, shall be members of the Board of Managers, and shall attend all meetings of the Board of Managers. The Executive Director will not have a vote.

3. ***Composition and Qualifications.*** All Managers shall be at least eighteen (18) years of age, shall support and promote the mission and purposes of the Company, and shall support and promote the goals of the Medicare Shared Savings Program and the general aims of better care for individuals, better health for populations, and lower growth and health care expenditures. Managers nominated by a Member or a Non-Member Participant shall be an individual who is a senior officer of the Member or Non-Member Participant (i.e., president, chief executive officer, chief operating officer, chief medical officer, chief financial officer or vice-president). The Members may from time to time elect as a Manager a highly qualified individual who is not a participant or designated representative of a participant if the individual possesses a needed perspective or expertise, so long as: (a) the total number of Managers does not exceed the maximum number of Managers identified in Article VI, Section 1; (b) at least one (1) member of the Board of Managers is a Medicare fee-for-service beneficiary served by the Company ACO; and (c) at least seventy-five percent (75%) of the Managers are either a participant or a representative of an entity that is a participant. Each Manager shall, for each Principal Participant assigned to such Manager, have one (1) vote on each matter submitted to a vote at a meeting of the Board of Managers.

4. ***Resignation and Removal.*** A Manager may resign by written notice to the Company. The resignation is effective on its receipt by the Company or at a subsequent time as set forth in the notice of resignation. Unless otherwise provided by applicable law, a Manager may be removed for cause by a vote of a Supermajority of the Managers.

5. ***Vacancies.*** Vacancies in the Board of Managers occurring by reason of the death, resignation or removal of a Manager, shall be filled by a vote of the Members. Vacancies in the Board of Managers occurring by reason of the death, resignation or removal of a Manager elected by the Board, shall be filled by a vote of the Managers electing a qualified candidate nominated by a Member. Such election shall occur at the next regular or special meeting of the Managers that permits adequate time for the nomination and review of candidates. Each person so elected shall be a Manager for a term of office continuing only until the next annual meeting of the Managers. A vacancy that will occur at a specific date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs, but the newly elected Manager may not take office until the vacancy occurs.

6. **Annual Meeting.** The Board of Managers shall meet in the first calendar quarter of each year at such place as the Board of Managers may determine or by remote/electronic communication, to consider such business that may properly be brought before the meeting; provided that, if less than a majority of the Managers appear for an annual meeting of the Board of Managers, the holding of the annual meeting shall not be required and the matters that might have been taken up in it may be taken up at any later regular, special or annual meeting, or by consent resolution.

7. **Regular and Special Meetings.** Regular meetings of the Board of Managers or any committee of Managers may be held at the times and places, or by remote/electronic communication, that the majority of the Managers or committee members may from time to time determine at a prior meeting or as shall be directed or approved by the vote or written consent of a majority of Managers or committee members. Special meetings of the Board of Managers may be called by the Chairman of the Board of Managers or the Executive Director, and shall be called by the Executive Director or Secretary on the written request of any two (2) Managers. Special meetings of a committee of Managers may be called by the chair of the committee and shall be called by the chair of the committee on the written request of any two (2) committee members.

8. **Notices.** Not less than five (5) days written notice shall be required for annual or regular meetings of the Board of Managers or for adjourned meetings, whether regular or special. Not less than fifteen (15) days written notice shall be given for special meetings of the Board of Managers or any committee of Managers, and the notice shall state the time, place, if any, and purpose or purposes of the meeting. Notice of the time, place, if any, and purpose of any meeting of Managers or committee of Manager may be waived by telecopy or other writing, or by electronic transmission, either before or after the meeting, or in any other manner that may be permitted by the laws of the State of Mississippi. Attendance of a person at any meeting of the Managers, or at any meeting of a committee of Managers, constitutes a waiver of notice of the meeting, unless the Manager at the beginning of the meeting, or upon its, his or her arrival, objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

9. **Quorum.** A majority of the Board of Managers then in office, or of the members of any committee, constitutes a quorum for the transaction of business. The vote of a majority of the Managers, or committee members, present at any meeting at which there is a quorum constitutes the action of the Board of Managers, or of such committee, except when a larger vote may be required by this Agreement or by the Act. A member of the Board of Managers or of a committee may participate in a meeting by teleconference, telephone or other means of remote communication through which all persons participating in the meeting can communicate with each other. Participation in a meeting in this manner constitutes presence in person at the meeting.

10. **Dissents.** A Manager who is present at a meeting of the Board of Managers, or a committee of which the Manager is a member, at which action on a corporate matter is taken, is presumed to have concurred in that action unless the Manager's dissent is entered in the minutes of the meeting or unless the Manager files a written dissent to the action with the person acting as secretary of the meeting before the adjournment of it or forwards the dissent by registered mail to the secretary of the Company promptly after the adjournment of the meeting. The right to dissent does not apply to a Manager who voted in favor of the action. A Manager who is absent from a meeting of the Board of Managers or a committee of which the Manager is a member, at which any such action is taken, is presumed to have concurred in the action unless he or she files a written dissent with the secretary within a reasonable time after the Manager has knowledge of the action.

11. **Compensation.** No Manager shall receive any compensation from the Company for services to the Company as a Manager or officer, or as a member of a committee of the Managers. Nothing herein shall be construed to preclude a Manager from serving in any other capacity or receiving compensation for such service from the Company.

12. **Executive and Other Committees.** The Chairman, Vice-Chairman, Secretary and Treasurer of the Company shall constitute an executive committee to exercise all powers and authorities of the Board of Managers in managing the business and affairs of the Company, except that the executive committee shall not have power or authority to (a) amend this Agreement; (b) adopt an agreement or plan of merger, consolidation or unit exchange; (c) recommend to Members the sale, lease, or exchange of all or substantially all of the Company's property and assets; (d) recommend to Members a dissolution of the Company or revocation of a previously-approved dissolution; (e) develop, implement or amend any shared savings distribution plan unless expressly authorized by the Board of Managers; (f) fill vacancies in the Board of Managers; (g) declare a dividend or authorize the issuance of stock or Units, unless expressly authorized by the Board of Managers; and/or (h) take any other action specifically reserved for the Supermajority of Members as set forth in Section IV, 3(e). In addition to the executive committee, the Board of Managers shall establish a Finance Committee, an Information Technology Committee, a Quality and Performance Improvement Committee, an Evidence-Based Medicine Committee and a Care Coordination and Patient Engagement Committee, as provided for in this Agreement. The Board of Managers from time to time may, by resolution, appoint other committees of at least two (2) or more Managers to have the authority that shall be specified in the resolution making the appointments; provided, that the Company shall at all times maintain the Executive Committee and those committees described in Article VII of this Agreement. In the absence or disqualification of a committee member, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in place of such absent or disqualified member. All members of these committees, as well as any other committees created by the executive committee, must be Members and/or Managers.

13. **Authority of the Managers.** No Manager, except the Chairman of the Board, or his or her designee, has authority to bind the Company. No Manager, except the Chairman of the Board, or his or her designee, shall make any agreement or execute any document binding, or attempting or purporting to bind, the Company. Nothing in this Section is intended, nor shall it be construed, to allow the Chairman of the Board, or his or her designee, to bind the Company to any arrangement not approved by the Board of Managers (or by the Members, if the arrangement involves a matter requiring approval by the Members).

14. **Indemnification of Managers.** To the greatest extent not inconsistent with the laws of the State of Mississippi, the Company shall indemnify any Manager made a party to any proceeding because such individual is a Manager, against all liability incurred by the Manager provided that:

- a. the Manager acted in good faith;
 - b. the Manager reasonably believed her/his conduct was not contrary to the Company's best interest;
- and
- c. the Manager's conduct was not willful misconduct or knowingly unlawful. A determination of indemnification shall be made by the Board of Managers and indemnification shall include the payment of all damages and reasonable attorney fees incurred in the action.

Article VII Leadership & Management

1. **Structure.** The Company shall have a leadership and management structure that includes clinical and administrative systems that align with and support: (a) the mission and purposes of the Company; (b) the goals of the Medicare Shared Savings Program; and (c) the aims of better care for individuals, better health for populations and lower growth in health care expenditures.

2. **Operational Management.** The Company's operations shall be managed by an Executive Director who shall be selected by the Board of Managers, and serve at the pleasure of the Board of Managers (the "**Executive Director**"). The leadership team of the Company shall have demonstrated the ability to influence or direct clinical practice to improve efficiency processes and outcomes.

3. **Clinical Management.** Clinical management and oversight shall be managed by a medical director who is appointed by the Board of Managers, and who shall serve at the pleasure of the Board of Managers (the "**Medical Director**"). The Medical Director shall be a physician who is physically present on a regular basis at a clinic, office or other location of the Company ACO, participant or provider/supplier, and who is a board-certified physician licensed to practice medicine in a State in which the Company ACO operates.

4. **Commitment of Participants, Providers and Suppliers.** Each participant, provider and supplier of the Company ACO shall demonstrate a meaningful commitment to the mission of the Company ACO to ensure the Company ACO's likely success. Such meaningful commitment may include, for example, sufficient financial or human investment (for example, time and effort) in the ongoing operations of the Company ACO such that the potential loss or recoupment of the investment is likely to motivate the participant, provider or supplier to achieve the Company ACO's mission. A meaningful commitment can also be demonstrated by a Company ACO participant, provider or supplier if such participant, provider or supplier agrees to comply with and implement the Company ACO's processes that promote evidence-based medicine and patient engagement, the reporting of quality and cost metrics, and the coordination of care, and is held accountable for meeting the Company ACO's performance standards for each process.

The Board of Managers shall promote a focus on patient centeredness and integrate such focus on patient centeredness into practice by having leadership and management work with the Company's health care teams, participants, providers, and suppliers to fulfill the Company ACO's processes. Pursuant to the terms of this Agreement, the Board of Managers has appointed or shall appoint committees that, subject to the Board's review and approval, are responsible for the ACO's quality assurance and improvement program, which shall develop, define, establish, implement, evaluate and periodically update the Company's processes to promote evidence-based medicine and patient engagement, report on quality and cost metrics, and coordinate care. All such committees shall be comprised of Members and/or Managers.

5. **Committees.** In addition to the executive committee, and such other committees as the Board of Managers may appoint from time to time pursuant to the provisions of Article VI, Section 12, the Board of Managers shall establish and appoint a Finance Committee, an Information Technology Committee, a Quality and Performance Improvement Committee, an Evidence-Based Medicine Committee and a Care Coordination and Patient Engagement Committee. The purpose and structure of such committee shall be as follows:

a. **Finance Committee.** The Finance Committee shall be responsible for budget and asset management, the oversight of Company accounting and accounting systems, debt management, investments and financial reporting. This committee shall ensure that the financial records of the Company are kept in conformity with generally accepted accounting principles, and in accordance with the applicable requirements of state and federal law, including, without limitation, the requirements of the Medicare Shared Savings Program. This committee shall ensure the Company develops and maintains effective and efficient financial planning, reporting and central support systems in order to support participants in achieving the mission and purposes of the Company. This committee shall provide the Board of Managers with financial information on a timely and meaningful basis, and will assist the Board of Managers in developing shared savings and other performance compensation for the Company ACO's participants, providers and suppliers. The Finance Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the treasurer of the Company. Members of the Finance Committee need not be Managers of the Company. The

decisions and actions of the Finance Committee are subject to the review and approval of the Board of Managers.

b. **Information Technology Committee.** The Information Technology Committee shall ensure that the Company ACO has the information technology systems, access and training necessary for the Company ACO to fulfill the mission and purposes of the Company. This committee shall also ensure that the Company collects and reports data in accordance with the requirements of the Medicare Shared Savings Program and the Company's data use agreement with CMS. The Information Technology Committee shall also be responsible for Company's collection and reporting of that data required for compliance with, and participation in, the Medicare Shared Savings Program. This committee will assess the capabilities and adequacy of the Company's information technology systems, infrastructural and training, and will make recommendations to the Board of Managers. The Information Technology Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the individual appointed by the Board of Managers. Members of the Information Technology Committee need not be Managers of the Company. The decisions and actions of the Information Technology Committee are subject to the review and approval of the Board of Managers.

c. **Quality and Performance Improvement Committee.** The Quality and Performance Improvement Committee will assist and oversee the Company's development, implementation, evaluation and periodic update of Company systems and infrastructure that promote Company processes, including Company processes to promote quality and performance improvement, and to report on quality and cost metrics. The Quality and Performance Improvement Committee shall ensure that the Company has in place systems and processes that define, measure, track and report on ACO participant and provider performance. This committee shall also ensure the Company has in place systems and processes that report quality and performance data to Company ACO participants and providers, that identify and propose improvements to processes relevant to quality and performance, and provide participant and provider mentoring, training and technical support. This committee will assess the effectiveness of the Company's systems in supporting Company quality, performance improvement and quality/cost reporting processes, and will make recommendations to the Board of Managers. The Quality and Performance Improvement Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the individual appointed by the Board of Managers. Members of the Quality and Performance Improvement Committee need not be Managers of the Company. The decisions and actions of the Quality and Performance Improvement Committee are subject to the review and approval of the Board of Managers.

d. **Evidence-Based Medicine Committee.** The Evidence-Based Medicine Committee will assist and oversee the Company's development, implementation, evaluation and periodic update of Company systems and infrastructure that promote Company processes that promote evidence-based medicine. The Evidence-Based Medicine Committee shall ensure that the Company has in place systems and processes that define, measure, track and report on ACO participant and provider performance related to use of evidence-based medicine. This committee shall also ensure the Company has in place systems and processes that report performance data related to evidence-based medicine to Company ACO participants and providers, that propose improvements to processes relevant to evidence-based medicine, and provide participant and provider mentoring, training and technical support. This committee will assess the effectiveness of the Company's systems in supporting Company evidence-based medicine and will make recommendations to the Board of Managers. The Evidence-Based Medicine Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the Medical Director. The members of the Evidence-Based Medicine Committee need not be Managers of the Company. The decisions and actions of the Quality and Evidence-Based Medicine Committee are subject to the review and approval of the Board of Managers.

e. **Care Coordination and Patient Engagement Committee.** The Care Coordination and Patient Engagement Committee shall oversee and assist the Company to develop processes for monitoring and

analyzing issues related to the coordination of care across the various providers and care settings applicable to patients treated through the Company ACO or its participants, identifying opportunities for improved efficiencies, performance and outcomes, and making recommendations regarding improvement strategies to the Board of Managers. This committee shall also be responsible for overseeing and assisting the Company to develop processes measuring and reporting on patient experience of care, as provided by Company ACO providers and suppliers, and for advising and making recommendations to the governing board regarding improvement strategies. This committee shall also oversee and assist the Company to develop community outreach initiatives that integrate patients into the care process through outreach and education programs designed to bring quality care to as many patients as possible, while empowering patients to gain the most from their physician-patient relationship. This committee will review and consider the information collected from patient-caregiver experience surveys and shall use such information to assist the Company to develop new outreach and educational programs. The Care Coordination and Patient Engagement Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the individual appointed by the Board of Managers. The members of the Care Coordination and Patient Engagement Committee need not be Managers of the Company. The decisions and actions of the Care Coordination and Patient Engagement Committee are subject to the review and approval of the Board of Managers.

f. **Steering Committee.** The Steering Committees shall provide guidance on strategic decisions for the Company ACO, and assist with holding the Company's management accountable for the Company's activities as an ACO participating in the Medicare Shared Savings Program. The Company may have more than one (1) Steering Committee. The Members will determine the number of Steering Committees and which participants are assigned to each Steering Committee. All Principal Participants will be on one (1) Steering Committee. Each Principal Participant is entitled to one (1) vote for all matters voted on. The voting representatives of each Steering Committee shall have a fiduciary duty to the Company (including the duty of loyalty), as an accountable care organization participating in the Medicare Shared Savings Program, and shall act consistent with that fiduciary duty. Each Steering Committee shall consist of not less than three (3) nor more than ten (10) individuals.

Article VIII Officers

1. **Officers.** The Board of Managers shall elect a Chairman, a Vice-Chairman, a Secretary, and a Treasurer of the Company, and may select one (1) or more Vice-Presidents, Assistant Secretaries, or Assistant Treasurers. Any two (2) or more of the preceding offices, except those of Chairman and Vice-Chairman, may be held by the same person. No officer shall execute, acknowledge, or verify an instrument in more than one (1) capacity if the instrument is required by law or this Agreement to be executed, acknowledged, or verified by two (2) or more officers.

2. **Term of Office, Resignation, and Removal.** An officer shall hold office for a thirty-six (36) month term and until his or her successor is elected or appointed and qualified, or until his or her resignation or removal. An officer may resign by written notice to the Company. The resignation is effective on its receipt by the Company or at a subsequent time specified in the notice of resignation. An officer may be removed by the Board of Managers with or without cause. The removal of an officer shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer does not of itself create contract rights.

3. **Vacancies.** The Board of Managers may fill any vacancies in any office occurring for whatever reason.

4. **Authority.** All officers, employees, and agents of the Company shall have the authority and perform the duties to conduct and manage the business and affairs of the Company that may be designated by the Board of Managers and this Agreement.

5. **Chairman of the Board.** The Chairman of the Board of Managers shall be selected from among the Managers and shall preside at all meetings of the Members and of the Board of Managers at which the Chairman is present.

6. **Executive Director.** The Executive Director shall be selected by the Board to serve as the chief executive officer of the Company. The Executive Director will serve at the pleasure of the Board of Managers and not for a specified term. The Executive Director shall see that all directives and resolutions of the Board of Managers are carried into effect, shall have the general powers of supervision and management usually vested in the chief executive officer of an entity substantially similar to the Company, including, with the Board of Manager's approval, the authority to vote all securities of other corporations and business organizations that are held by the Company, and shall have the general powers of supervising and managing the day-to-day operations of the Company, including the Company ACO. The Executive Director shall be an ex officio member of the Board of Managers, without a vote, and shall serve at the pleasure of the Board of Managers.

7. **Vice-Chairman.** In the absence or disability of the Chairman, or if that office has not been filled, the Vice-Chairman shall perform the duties and execute the powers of the Chairman, as set forth in this Agreement.

8. **Vice-Presidents.** The Vice-Presidents, in order of their seniority or as otherwise designated by the Board of Managers, shall, in the absence or disability of the Executive Director, perform the duties and exercise the powers of the Executive Director and shall perform any other duties that the Board of Managers or the Executive Director may from time to time prescribe.

9. **Secretary.** The Secretary shall attend all meetings of the Board of Managers and shareholders and shall record all votes and minutes of all proceedings in a book to be kept for that purpose; shall give or cause to be given notice of all meetings of the shareholders and the Board of Managers; and shall keep in safe custody the seal of the Company, if any, and, when authorized by the Board of Managers, affix it to any instrument requiring it, and when so affixed it shall be attested to by the signature of the Secretary or by the signature of the Treasurer or an Assistant Secretary. The Secretary may delegate any of the duties, powers, and authorities of the Secretary to one (1) or more Assistant Secretaries, unless the delegation is disapproved by the Board of Managers.

10. **Treasurer.** The Treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in the books of the Company, including, but not limited to, the Member's Capital Accounts, and shall deposit all monies and other valuable effects in the name and to the credit of the Company in the depositories that may be designated by the Board of Managers. The Treasurer shall render to the Executive Director and Board of Managers, whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the Company. The Treasurer may delegate any of his or her duties, powers, and authorities to one (1) or more Assistant Treasurer unless the delegation is disapproved by the Board of Managers.

11. **Assistant Secretaries and Treasurers.** The Assistant Secretaries, in order of their seniority, shall perform the duties and exercise the powers and authorities of the Secretary in case of the Secretary's absence or disability. The Assistant Treasurers, in the order of their seniority, shall perform the duties and exercise the powers and authorities of the Treasurer in case of the Treasurer's absence or disability. The Assistant Secretaries and Assistant Treasurers shall also perform the duties that may be delegated to them by the Secretary and Treasurer, respectively, and also the duties that the Board of Managers may prescribe.

**Article IX
Conflict of Interest**

The Company shall have a conflict of interest policy that applies to all members of its Board of Managers. The conflict of interest policy shall:

1. Require each member of the Board of Managers to disclose relevant financial interests;
2. Provide a procedure to determine whether a conflict of interest exists and sets forth a process to address any conflicts that arise; and
3. Shall address remedial action for members of the Board of Managers that fail to comply with the policy.

**Article X
Transfer of Interest**

1. **Transfer of Units.** Except as otherwise provided in Article V or this Article X, no Member may Transfer, in whole or in part, any interest or rights in that Member's Interest or Units in the Company.

2. **Withdrawal of a Member.** It is the intent of the Members, and a purpose of the Company, that the Company shall participate in the Medicare Shared Savings Program as an ACO. In order to participate in the Medicare Shared Savings Program, the Company must enter into and execute an MSSP Agreement. No Member may withdraw from the Company prior to the expiration or termination of the Company's first MSSP Agreement, or during the term of any subsequent MSSP Agreement. A Member may withdraw from the Company effective upon the date of expiration or termination of the then-current MSSP Agreement (the "**Termination Effective Date**"), and then only if the Member gives the Company and each of the other Members notice of its intent to withdraw not less than One Hundred Eighty (180) days prior to the Termination Effective Date. Notwithstanding the foregoing, a Member may withdraw from the Company prior to the effective date of Company's participation in the Medicare Shared Savings Program (upon one hundred twenty (120) days prior written notice to the Company and the other Members) if the Company has not executed an MSSP Agreement: by (a) February 1, 2019; or (b) before the date the withdrawing Member sent its notice of withdrawal. A Member withdrawing must satisfy its then-current obligations to the Company, including, without limitation, any obligations under the withdrawing Member's Shared Savings Participation Agreement with the Company. The withdrawing Member shall cease to be a Member of the Company at the end of the notice period. All rights associated with that withdrawing Member's Interest in the Company shall immediately terminate on the effective date of the Member's withdrawal. Withdrawing from the Company shall not terminate, or relieve the withdrawing Member of any obligation it may have under, the withdrawing Member's Shared Savings Participation Agreement with the Company or the Medicare Shared Savings Program.

3. **Expulsion for Cause.** In addition to, and not in lieu of, any other penalty or consequence described in this Agreement or any other related agreement, a Member may be removed from the Company for Cause by a Supermajority of the Members. If the Members vote to remove a Member pursuant to this Article X, Section 3 or the Member is removed as otherwise expressly set forth in this Agreement (an "**Expulsion**"), that Member shall satisfy its then-current obligations to the Company, including, without limitation, its obligations under its Shared Savings Participation Agreement, as determined by the Board of Managers. All rights associated with the Expelled Member's Interest in the Company shall immediately terminate. The Expelled Member will be liable for any actual and/or consequential damages incurred by Company or another Member that result directly or indirectly, in whole or in part, from such Cause or the Expulsion: provided, however, this obligation shall not apply if the Member's expulsion was due to the Member's legal inability to make an approved capital contribution.

4. ***Dilution for Cause.*** In addition to, and not in lieu of, any other penalty or consequence described in this Agreement or any other related Agreement, a Member may be subjected to Dilution for Cause by a Supermajority of the Members. However, such Dilution shall not be zero. Upon such Dilution, all rights associated with the Diluted Member's redeemed Units shall immediately terminate. The Diluted Member will be liable for any actual and/or consequential damages incurred by the Company or any other Member that result directly or indirectly, in whole or in part, from such Cause. This provision and obligation of the Member shall survive the Member's Expulsion, and the dissolution and winding-up of the Company.

5. ***Dilution for Failure to Participate in Capital Call.*** In addition to, and not in lieu of, any other penalty or consequence described in this Agreement or any other related Agreement, if a Member fails to respond or timely satisfy an additional Capital Contribution obligation under this Agreement, the Member that fails to respond or timely satisfy an additional Capital Contribution may be subject to Dilution for Cause as described in the preceding paragraph. If a Member fails to make its percentage contribution because it is a county, municipal or other type of governmental hospital, and it is prohibited by applicable law from making its contribution, then such Member shall have the right to: (a) transfer its Units (in equal amounts) to the other Members that are participants in the Company ACO; (b) withdraw from the Company; and (c) become a Non-Member Participant by entering into the Company's standard Non-Member Participant Agreement (in the form of Exhibit B to this Agreement) with the Company, in lieu of having its Membership Interest diluted.

6. ***Redemption of a Diluted Member's Interest.*** Any Diluted Member whose Interest falls below ten percent (10%) of the Company due to Dilution may have its remaining Interest redeemed upon a majority vote of the Members. If a Member fails to make its percentage contribution because it is a county, municipal or other type of governmental hospital, and it is prohibited by applicable law from making its contribution, then such Member shall have the right to: (a) transfer its Units (in equal amounts) to the other Members that are participants in the Company ACO; (b) withdraw from the Company; and (c) become a Non-Member Participant by entering into the Company's standard Non-Member Participant Agreement (in the form of Exhibit B to this Agreement) with the Company, in lieu of having its Units redeemed by the Company or otherwise being expelled from the Company.

7. ***Transfers Approved by Company.*** The provisions of this Article X shall apply to the Transfer of all or any portion of, or any interest or rights in, a Member's Interest or Units in the Company on such terms and conditions and for such price as approved by a Supermajority vote of the Board of Managers and a Supermajority of the Members. Notwithstanding anything to the contrary set forth in this Agreement, it shall be a condition to any Transfer of a Member's Units that the proposed transferee execute and deliver to Company an agreement, acceptable to a Supermajority of the Members, pursuant to which the transferee agrees to be bound by all the terms and conditions of this Agreement as a Member of Company.

8. ***Redemption Price for Certain Transfers.*** Notwithstanding anything in this Agreement to the contrary, if: (a) a Member's Interest in Company is redeemed pursuant to Article X, Section 6; (b) a Member withdraws pursuant to Article X, Section 2; or (c) a Member is expelled pursuant to Article X, Section 3; the departing Member shall be entitled to receive, in cash, the greater of the amount in its capital account, if any, or One Dollar (\$1.00) to be distributed in a lump sum or in equal quarterly installments over a period of up to five (5) years at the discretion of the Board of Managers.

9. ***Termination of a Member's Shared Savings Participation Agreement.*** If a Member or the Company terminates the Member's Shared Savings Participation Agreement with the Company prior to January 1, 2021 or during the term of any MSSP Agreement, the Member will be deemed to have been expelled from the Company. If the Member provides the notice required in Article X, Section 2, a Member's termination of its Shared Savings Participation Agreement with the Company at the expiration of an MSSP Agreement will be deemed a voluntary withdrawal from the Company.

10. **Reasonableness.** Each Member hereby acknowledges the reasonableness of the provisions set forth in this Article X in view of the purposes of the Company and the relationship of the Members. The Transfer of any Units, membership rights or Interests in violation of this Article X shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Units, membership rights or an Interest are attempted to be transferred in violation of this Article shall not obtain any rights with respect to the Company.

Article XI Allocation of Income & Loss; Cash Distributions

1. **Capital Accounts.** Each Member shall have a Capital Account. The Capital Account of each Member shall be maintained in compliance with the provisions of Treasury Regulation Section 1.704-1(b), and the provisions of this Agreement relating to the maintenance of Capital Accounts and shall be interpreted and applied in a manner consistent with that Regulation. No interest shall be payable on the Capital Accounts of the Members.

If any Unit is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that the Capital Account is attributable to the transferred Unit.

2. **Allocation of Shared Savings Income or Loss.** Income, gain, expense and loss, but not shared savings, shall be allocated consistent with Membership Interest. Any shared savings paid to the Company ACO shall be distributed pursuant to the terms of the Shared Savings Participation Agreements between the Company ACO and its participants.

3. **Distribution of Net Cash Flow.** Net Cash Flow shall be distributed as follows:

a. All Net Cash Flow deemed by the Board of Managers to be necessary for the conduct of the Company's business shall be retained by the Company and shall not be distributed; and

b. All Net Cash Flow remaining after the application of Paragraph (a) above shall be distributed to the Members, based on a schedule established by the Board of Managers, in accordance with their Membership Interest percentages in effect at the time of such distribution.

Notwithstanding the foregoing, the Board of Managers will use its best efforts to distribute cash sufficient to cover the projected tax liability incurred by Members related to ownership of Units in the Company, so long as such distribution does not interfere with the priorities set forth in this Article XI, and provided such distributions are made *pro rata* in accordance with the Members' respective Membership Interests. Any such distribution shall be made in anticipation of necessary cash reserves.

Article XII Dissolution & Winding Up of the Company

1. **Term.** The existence of the Company shall continue in perpetuity, unless the Company is dissolved as provided for in this Article XII.

2. **Dissolution of the Company.** The Company shall be dissolved upon:

a. A decision of the Members as provided in Article IV hereof;

b. Entry of a decree of judicial dissolution; or

c. Mutual Agreement of all the Members.

3. ***Winding Up of the Company.*** Upon the dissolution, the Company may only carry on the business appropriate to wind up and liquidate its business and affairs including collecting its assets, disposing of property that will not be distributed to Members, discharging or making provision for the discharge of its liabilities, distributing its remaining property to its Members, and doing every other act necessary to wind up and liquidate its business and affairs, including without limitation complying with the Company's obligations, if any, under the Medicare Shared Savings Program regulations. Upon the winding up of the Company, the Company property shall be distributed:

a. to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company; and

b. to Members in accordance with their positive capital account balances after taking into account all capital account adjustments for the Company's taxable year in which the liquidation occurs.

All Company assets shall be distributed by the later of: (i) the last day of the tax year of the liquidation as defined in Treasury Regulation 1.704-1(b)(2)(ii)(g); or (ii) 180 days after the liquidation.

4. ***Negative Capital Account Restoration.*** Upon the dissolution and liquidation of the Company, if any Member has a negative Capital Account balance after crediting all income upon sale of the Company's assets that have been sold and after making the distributions provided for in Article XII, Section 2(a), then that Member shall be obligated to contribute to the Company an amount equal to the negative Capital Account balance for distribution to creditors or to Members with positive Capital Account balances, in accordance with this Agreement.

5. ***Final Reports.*** Within a reasonable time following the completion of the liquidation of the Company's properties, the Board of Managers, or such other Person or Persons as the Board of Managers may designate from time to time, shall supply to the Members a statement that shall set forth the assets and liabilities of the Company as of the date of complete liquidation, and each Member's portion of distributions pursuant to Article XII, Section 3.

6. ***Rights of Members.*** Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and that Member's Capital Contribution (including the return thereof) and share of profits, and shall have no recourse thereof upon dissolution or otherwise against any other Member.

7. ***Termination.*** Upon the completion of the liquidation of the Company and the distribution of all Company funds, the Company and this Agreement shall terminate.

Article XIII

Books & Records, Accounting, Reports Fiscal Year

1. ***Books and Records.*** The Company shall keep and maintain full and accurate books of the Company at the principal place of business or principal office of the Company, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the Capital Account of each Member and the allocations and distributions provided for in this Agreement, and an executed copy of the Operating Agreement with any amendments thereto. The complete books of account shall be open at all reasonable times for examination by any Members and Non-Member Participants.

2. ***Custody of Company Funds; Bank Accounts.*** The funds of the Company shall not be comingled with the funds of any other Person, and the Company shall not employ or permit any other Person to employ, such funds in any manner except for the benefit of the Company. All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Board of Managers shall

determine, and withdrawals shall be made only in the regular course of business on such signature or signatures as the Board of Managers may, from time to time, determine.

3. **Financial Reports.** As soon as reasonably practicable after the end of each fiscal year, an unaudited balance sheet of the Company at the fiscal year-end of the previous year and unaudited statements of income of the Company for such year shall be made available to each Member and Non-Member Participant. The Company shall also furnish to each Member as soon as reasonably available whatever information may be necessary for Members to file their federal income tax returns. The Company will also make available to each Member upon request a copy or summary of all state and/or local tax returns which are filed by the Company.

4. **Fiscal Year and Tax Year.** The fiscal year of the Company shall end on December 31. The tax year of the Company shall end on December 31. The Company may change either of its tax year or fiscal year based upon a decision of the Board of Managers.

5. **Tax Returns.** The Company and each of its Members shall, for each tax year, file with the Internal Revenue Service all required return(s), if any, within the time prescribed by law (including any extensions) for such filing. The Company and each of its Members shall also file such state and/or local income tax returns as may be required by law.

Article XIV Amendments

1. **Proposal of Amendments.** Amendments to this Agreement may be proposed by the Board of Managers or any Member.

2. **Adoption of Amendments.** A proposed amendment shall be adopted and effective as an amendment to this Agreement if it is approved by a Supermajority of the Members pursuant to Article IV hereof.

Article XV Miscellaneous

1. **Notices.** Except as otherwise provided in this Agreement, any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be duly given (a) if and when delivered in writing which writing may be provided by electronic transmission, personally to the person to whom it is authorized to be given, or (b) if and when sent by first class or private overnight mail, postage prepaid, as follows: if to the Company, at its address set forth in Article I, Section 2 hereof, or to such other address as the Company may from time to time specify by written notice to the Members; and if to a Member, at such Member's address set forth on Exhibit A hereof, or to such other address as such Member may from time to time specify by written notice to the Company.

2. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

3. **Applicable Law and Choice of Forum.** INTENTIONALLY DELETED.

4. **Counterparts.** The parties signing this Agreement warrant and represent their authority to sign. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

5. **Severability of Provisions.** Each provision of this Agreement shall be considered separable and if for any reason any provision which is not deemed essential to the effectuation of the basic purpose of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

6. **Integrated Agreement.** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior written or oral agreements between the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for. Notwithstanding the foregoing, the parties acknowledge and agree that they shall be independently bound by their certain Shared Savings Participation Agreement.

7. **Enforcement.** It is agreed that there will be irreparable damage if this Agreement is not specifically enforced or if a breach or anticipated breach is not enjoined. If any person who is required by this Agreement to perform any act refuses to perform such act, one or more of the parties to this Agreement may institute and maintain proceedings to compel the specific performance of this Agreement by the person in default. In addition, if any person breaches this Agreement or if a breach is reasonably anticipated, one or more parties to this Agreement may institute and maintain proceedings to enjoin any such breach or anticipated breach, and may obtain an injunction against such breach or reasonably anticipated breach.

8. **Modification.** No change or modification of this Agreement shall be valid unless the same is in writing and is approved by a Supermajority of the Members pursuant to Article IV hereof.

9. **No Waiver.** Any waiver of any provision of this Agreement must be in writing. No waiver of any provision of this Agreement will constitute a waiver of any other provision hereof (whether or not similar) or a continuing waiver. The performance by any of the parties hereto of any act not required of it under the terms and conditions of this Agreement will not constitute a waiver of the parameters for and limitations on its obligations under this Agreement, and no such performance shall stop such party from asserting such parameters or limitations as to any further or future performance of its obligations.

10. **No Private Benefit.** No part of the net earnings of the Company shall inure to the benefit of or be distributable to any Manager or Officer of the Company or any private individual (*except that reasonable compensation may be paid for services rendered to or for the Company affecting one or more of its purposes*). No Manager or Officer of the Company, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Company.

11. **Dispute Resolution.** INTENTIONALLY DELETED.

[SIGNATURES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, it is agreed.

ACO:

CPSI ACO 3 LLC

DocuSigned by:

Paul Gardner

BF3F2EF14A8B4C3

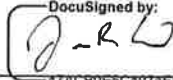
Name: Paul Gardner

Title: Executive Director

IN WITNESS WHEREOF, it is agreed.

Member:

Tallahatchie General Hospital

DocuSigned by:


47ACB0E5C1974EF
Name: Jim Blackwood

Title: CEO

EXHIBIT A
(Ownership Interests)

Member Name	Units Owned
Anderson Physician Alliance Inc.	10
Carteret County General Hospital Corporation d/b/a Carteret Health Care	10
Choctaw Regional Medical Center	10
Copiah County Medical Center	10
Covington County Hospital	10
Delta Regional Medical Center	10
Effingham Hospital Inc. d/b/a Effingham Health System	10
Field Health System	10
Franklin County Memorial Hospital	10
Hospital Authority of Liberty d/b/a Liberty Regional Medical Center	10
Jasper General Hospital	10
King's Daughters Medical Center	10
Magnolia Regional Health Center	10
Memorial Hospital at Gulfport	10
Meridian Medical Associates, PA	10
Neshoba County General Hospital	10
North Sunflower Medical Center	10
Noxubee General Critical Access Hospital	10
Oktibbeha County Hospital	10

Pearl River County Hospital	10
Perry County General Hospital	10
South Central Regional Medical Center	10
St. Dominic Hospital Medicine LLC	10
Tallahatchie General Hospital	10
Taylor Regional Hospital	10
Tippah County Hospital	10
Trace Regional	10
Wayne General Hospital	10
Winston County Medical Foundation	10
Yalobusha General Hospital	10

EXHIBIT B
(Non-Member Participant Agreement)

CPSI ACO 3 LLC

NON-MEMBER PARTICIPANT AGREEMENT

[DATE]

THIS NON-MEMBER PARTICIPANT AGREEMENT (“*Agreement*”) is made and entered into as of the date specified above (“*Effective Date*”) by and among the Missouri limited liability company identified above (“*Company*”), and the entity identified in the signature block of this Agreement (“*Participant*”).

Recitals

A. The Company and the Participant entered into a Shared Savings Participation Agreement (“*Participation Agreement*”) pursuant to which the Participant agreed to be a participant in the Company’s accountable care organization, which is participating in the Medicare Shared Savings Program.

B. The entities that entered into a Participation Agreement with the Company were given the opportunity to own an interest in the Company and become an owner/member (“*Member*”) of the Company. The Participant entered into a Participation Agreement and was offered the opportunity to be a Member of the Company.

C. Due to its corporate or ownership structure, the Participant is unable to be a Member of the Company, or the Participant has otherwise elected not to be a Member of the Company.

D. The Company and the Participant desire to confirm by this Agreement certain contractual rights that the Participant has as a participant in the Company’s accountable care organization as a participant that is not a Member of the Company.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** All capitalized terms in this Agreement shall have the meaning given to those terms in Section 7 of this Agreement, or in the text of this Agreement. If a capitalized term is not defined in this Agreement, it shall have the meaning given to such capitalized term in the Company’s Amended and Restated Operating Agreement, as amended from time to time (“*Operating Agreement*”).

2. **Member Meeting Attendance.** The Participant may attend and participate in all meetings of the Company’s Members in an ex officio capacity, without a vote, as provided for in Section 4.3(g) of the Operating Agreement. Participant will be given notice of annual and special meetings of the Members, as provided for in Section 4.3(g) of the Operating Agreement.

3. **Board of Managers.** The business and affairs of the Company are managed by, and under the direction of, the Company’s board of managers (“*Board of Managers*”). As provided for in Article VI of the Operating Agreement, the Participant has the right to nominate one (1) qualified participant candidate to the Company’s Board of Managers. Such individual must satisfy all the qualifications described in the Operating Agreement. The Participant also has the right to nominate an individual to serve as a Medicare beneficiary Manager, and such other non-participant managers, as may be elected to the Board of Managers from time to time. The Participant’s rights and authority under this section shall at all times be subject to, and governed by, the terms, provisions and requirements of Article VI of the Operating Agreement.

4. **Payment Upon Sale of the Company.**

a. **Upon Sale of the Company.** If a Sale of the Company is approved by the Company's Board of Managers and a Supermajority of the Company's Members ("**Approved Sale**"), then the Company will pay to the Participant an amount equal to the amount a Member owning ten (10) Units, of the Company ("**Unit Equivalent**") would receive, if any, as the proceeds of the Approved Sale. The Company will make such payment to the Participant in the same manner, and on the same terms and same date(s), as the Company's Members receive their payment of their share of the proceeds of the Approved Sale. No payment under this section will be due or paid to Participant if this Agreement or the Operating Agreement or the Participant's Participation Agreement is terminated before the Sale of the Company is approved by a Supermajority of the Company's Members.

i. If the Units or Membership Interest of any of the Members is increased or diluted at any time before the Sale of the Company is approved, then the Participant's Unit Equivalent will be increased or reduced to the same extent the Participant's Membership Interest would have been increased or diluted under the Operating Agreement if the Participant had been a member of the Company at the time such Member's or Members' Units or Membership Interest was increased or diluted.

ii. If a Supermajority of the Company's Members approves the Sale of the Company, the Participant, and the individual appointed by the Participant to the Company's Steering Committee, shall vote for, consent to and raise no objections against such Approved Sale. If the Approved Sale is structured as a merger or consolidation or sale of all or substantially all of the Company's assets, the Participant shall waive any dissenters' rights, appraisal rights or similar rights in connection with such merger, consolidation or sale. The Participant shall take all necessary or desirable actions in connection with the consummation of the Approved Sale as requested by the Company's Board of Managers. The obligations of the Company with respect to any payment under this Agreement are subject to and conditioned on the Participant's performance of its obligation under this Agreement.

iii. Participant shall be responsible for its pro-rata share of any costs or expenses incurred by the Company or the Members in connection with the negotiation, due diligence, transaction and closing of the Approved Sale ("**Sale Expenses**"). Participant shall pay its pro-rata share of Sale Expenses as requested by the Company prior to closing, or, at the Company's option, such amount may be deducted from the Participant's payment at closing.

iv. Notwithstanding any provision of this Agreement to the contrary, the Company may at any time reduce the amount of any payment otherwise payable to the Participant by the amount of any obligation the Participant may have to or on behalf of the Company.

b. **Distribution.** In the event the Board of Managers approves a distribution under Section XI.3(b) of the Operating Agreement, then the Company will pay to Participant an amount equal to the amount a Member owning the same number of Units as the Participant's Unit Equivalent would receive. Such distribution equivalent will be paid in the same manner (to the extent legally permitted), and on the same terms and same date(s), as the distribution is paid to the Members. No payment under this section will be due or payable to the Participant if this Agreement or the Operating Agreement or the Participant's Participation Agreement is terminated before the Board of Managers approves the distribution.

c. **Non-Alienation.** The Participant shall have no right to, and shall not, pledge, hypothecate, alienate or in any way create a lien upon any amounts payable to Participant under this Agreement, and no amounts payable hereunder may be assignable in anticipation of payment either by voluntary or involuntary acts, or by

operation of law. The Participant's right to payments or potential payments under this Section 4 may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered until cash payment is actually made by the Company, and any additional requirements or restrictions contained in this Agreement have been satisfied, terminated or waived by the Company in writing.

5. **Nature of Agreement.** The rights provided to Participant pursuant to the terms of this Agreement are in consideration for certain services provided, and to be provided, to the Company by the Participant during the terms of this Agreement. Such rights are contractual rights that arise solely under this Agreement. Any reference in this Agreement to the Participation Agreement, the Operating Agreement or any other agreement does not give, create, grant or convey to Participant any rights under any such agreement. Any rights the Participant may have under the Participation Agreement, the Operating Agreement or any other agreement shall only be those rights granted to Participant by or under such agreement(s). Any payments due under this Agreement are unfunded and are payable out of the general assets of the Company. The Participant shall not have any Member rights or Membership Interest by reason of this Agreement. The Company will be under no obligation to register any securities with the Securities and Exchange Commission or to effect compliance with the exemption, registration, qualification or listing requirements of any state securities laws, stock exchange or similar organization, and the Company shall have no liability to Participant for any inability or failure to do so. Nothing in this Agreement prohibits or limits the Company's ability to add new Members or to adjust, allocate, increase or dilute any Member's Units or Membership Interest, or to correspondingly adjust, allocate, increase or dilute Participant's Unit Equivalent.

6. **Operating Agreement.** The Company and its Members have entered into an Operating Agreement, a copy of which is attached hereto. The Company agrees that the Operating Agreement will not be amended unless such amendment is approved by a Supermajority of the Company's Members. The Operating Agreement shall at all times require that the: (a) admission of a new Member, (b) transfer of a Member's Units in the Company pursuant to Section X.7 of the Operating Agreement, and (c) sale of all or substantially all of the Company's assets, must be approved by a Supermajority of the Company's Members.

7. **Defined Terms.**

"Company's Board of Managers" means that group of managers designated as the "Board of Managers" by and pursuant to the Operating Agreement.

"Manager" or **"Managers"** is (are) the individuals elected to the Company's Board of Managers by the Members and Managers of the Company.

"Independent Third Party" means any Person: (a) who, immediately prior to the contemplated transaction, does not own any Company Units; (b) who is not an affiliate of a Member of the Company; or (c) who is not a trust for the benefit of a Member of the Company.

"Member," "Member of the Company," "Membership Interest," and **"Person"** shall have the same meanings as those terms have under the Operating Agreement.

"Sale of the Company" means any transaction or series of transactions pursuant to which a Member, an Independent Third Party or group of Independent Third Parties, or any combination of thereof, in the aggregate acquire(s): (a) all of the Company Units (whether by merger, consolidation, reorganization, or the sale or transfer of Company Units; or (b) all or substantially all of the Company's assets. Any Sale of the Company must be approved by a Supermajority of the Company's Members.

"Supermajority of the Members" means at least seventy-five percent (75%) of the Members.

8. **Termination.** This Agreement is coterminous with the Operating Agreement and the Participation Agreement, and this Agreement shall terminate automatically upon the Participant's or Company's termination of the Participation Agreement, or the termination of the Operating Agreement, whichever occurs first. If either party breaches this Agreement, and fails to correct the breach to the reasonable satisfaction of the other party within thirty (30) days following the breaching party's receipt of written notice specifying the breach, then the non-breaching party may terminate this Agreement by giving written notice of termination to the breaching party; provided, however, that if such breach is of such character as to reasonably require more than thirty (30) days to cure, this Agreement may be terminated if the breaching party fails to use reasonable diligence in curing such breach within such thirty (30) day period. Neither the Company nor the Participant shall have any obligations under this Agreement after its termination, except for outstanding claims or obligations arising or accruing under this Agreement prior to the termination.

9. **General Provisions.**

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

b. **Notices.** All payments, notices and formal communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or when sent by registered or certified mail, or private next day mail, postage and/or charges prepaid, addressed as follows:

Company:

CPSI ACO 3 LLC
Attn: Legal Department
7509 NW Tiffany Springs Parkway, Suite #310
Kansas City, MO 64153

Participant:

Attn: _____

Any such notice shall be deemed given on the date delivered or deposited in a regularly maintained receptacle for the deposit of United States Mail or private next day mail service addressed as provided above. Either party may change its address for purposes of this Agreement by giving the other party notice of such change in the manner provided above.

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

d. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi (without giving effect to any principles of conflicts of law that would result in the application of another state's laws).

e. **Entire Agreement.** This Agreement, including any and all exhibits, schedules, attachments and addendums attached hereto, represents the entire agreement and understanding between the parties relative to the subject matter hereof and supersedes, terminates and replaces all prior agreements and understandings, whether oral or written. This Agreement may not be amended, altered or modified unless done so by means of a written instrument signed by both of the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such enforcement of waiver is sought. One or more waivers of any obligation or provision of this Agreement shall not be construed as a waiver of a subsequent breach of such obligation or provision, or as a waiver of a breach of any other obligation or provision. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant, and their permitted successors and assigns.

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

g. **Rights and Remedies Cumulative.** All rights, remedies, and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies, and benefits provided by law.

h. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the Company and the Participant and their successors in interest by virtue of an assignment which is not prohibited hereunder, and is not entered into the benefit of any other person or entity whatsoever, including, without limitation, the Providers. Without limiting the generality of the foregoing, this Agreement shall not be construed as establishing any obligation, duty or standard of care or practice different from or in addition to whatever obligations, duties or practices may exist separate and apart from this Agreement with respect to any person not a party to this Agreement.

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

j. **Captions.** The captions and headings appearing in this Agreement are inserted only as a matter of convenience, and in no way explain, interpret, define, limit or describe the scope or meaning of any of the provisions of this Agreement.

[SIGNATURES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, it is agreed.

CPSI ACO 3 LLC

Name:

Title:

[NAME]

Name:

Title:

AMENDMENT TO SHARED SAVINGS PARTICIPATION AGREEMENT

For and in consideration of the mutual covenants provided herein, *Tallahatchie General Hospital* (“Participant”) and CPSI ACO 3 LLC d/b/a Myriad Health Alliance (“ACO”) (collectively “the Parties”) hereby enter into this Amendment to the Shared Savings Participation Agreement (the “Amendment”), in order to amend the Share Savings Participation Agreement between the Parties (“the Agreement”), as follows:

1. Amendments Applicable to Charter Participants: If the Agreement is in the form that was used by ACO charter participants (“Charter Participants”), the Agreement is hereby amended as follows:

A. The contract Term of the Agreement is hereby extended through December 31, 2021, and the reference to “the entire three (3) year term of the ACO’s MSSP participation agreement with CMS” on page 2 of the Agreement is deleted and replaced with “the entire term of the ACO’s MSSP participation agreement with CMS.”

B. Effective January 1, 2021:

1. Exhibit A to the Agreement, captioned “PARTICIPATION AGREEMENT,” is deleted and replaced with **Attachment A** to this Amendment.
2. Exhibit D to the Agreement, captioned “PRINCIPAL PARTICIPANT AGREEMENT,” is deleted and replaced with **Attachment B** to this Amendment.

2. Amendments Applicable to Non-Charter Participants: If the Agreement is in the form used by Participants in ACO other than Charter Participants (“Non-Charter Participants”), the Agreement is hereby amended as follows:

A. The contract Term of the Agreement is hereby extended through December 31, 2021.

B. Effective January 1, 2021:

1. Exhibit B to the Agreement, captioned “DISTRIBUTION PLAN,” is deleted and replaced with **Attachment C** to this Amendment.
2. Exhibit D to the Agreement, captioned “PRINCIPAL PARTICIPANT AGREEMENT,” is deleted and replaced with **Attachment D** to this Amendment.

3. Amendments Applicable to All Participants: The Agreement is hereby amended as to all Participants as follows:

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A. The Notice Address for ACO is changed to:

CPSI ACO 3 LLC
Attn: Executive Director
116 Woodgreen Crossing
Madison, MS 39110

B. If Participant has given written notice of nonrenewal or termination of the Agreement, such notice is hereby withdrawn.

C. Except as amended by this Amendment, the Agreement shall continue in full force and effect according to its terms. Any capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement unless otherwise defined in this Amendment.

D. This Amendment is effective as of January 1, 2021.

SO AGREED:

Participant Tallahatchie General Hospital :



Participant Executive Authorized to Sign
Jim Blackwood, CEO

2/24/2021

Date

CPSI ACO 3 LLC

(D/B/A Myriad Health Alliance):



Timothy H. Moore
Interim Executive Director

2/23/2021

Date

ATTACHMENT A

(To Amendment to Shared Savings Participation Agreement for Charter Participants)

EXHIBIT A
PARTICIPATION AGREEMENT

ARTICLE I

AGREEMENT

The ACO and the Participant hereby agree and contract that the Participant shall be an ACO Participant of the ACO. The ACO and the Participant agree to work collectively (together with other ACO Participants) to manage and coordinate care for Medicare fee-for-service beneficiaries, and to be accountable for the quality, cost and overall care for Medicare fee-for-service beneficiaries assigned to the ACO. The ACO and Participant agree that this Exhibit A - Participation Agreement contains and states the general and specific terms and conditions of the Shared Savings Participation Agreement entered into by the ACO and the Participant (the "*Agreement*"), and agree to comply with the terms and requirements of this Exhibit A. The Participant acknowledges and agrees that it will participate in the MSSP through the ACO, and perform its duties and obligations under this Agreement, for the entire term of the ACO's MSSP Agreement. Any opportunity to terminate this Agreement during the term of the MSSP Agreement is subject to the terms and conditions of Article VII.

ARTICLE II

OBLIGATIONS OF ACO

2.1 **General Obligations.** The ACO shall promote evidence-based medicine and beneficiary engagement, internally report on quality and cost metrics, and coordinate care. The ACO shall also adopt a focus on patient centeredness that is promoted by its governing body, its participants and providers, and is integrated into practice by the ACO working with participants, providers and suppliers. The ACO has and will develop defined processes to fulfill these requirements.

2.2 **ACO Processes.** The ACO has and will continue to define, establish, implement, evaluate and periodically update the following processes, and possibly others as necessary, to fulfill its mission and meet the requirements of the Program ("*ACO Processes*"):

2.2.1. **Promotion of Evidence-Based Medicine.** These processes shall cover diagnoses with significant potential for the ACO to achieve quality improvements, taking into account the circumstances of individual beneficiaries.

2.2.2. **Promotion of Patient Engagement.** These processes will address the following areas:

- a. in 42 CFR Part 425.500; Compliance with the patient experience of care survey requirement provided for Part 425.106;

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- b. Compliance with beneficiary representative requirements provided for in 42 CFR
- c. A process for evaluating the health needs of the ACO's population, including consideration of diversity in its patient populations, and a plan to address the needs of its population (describing how it intends to partner with community stakeholders to improve the health of its population).
- d. Communication of clinical knowledge/evidence-based medicine to beneficiaries in a way that is understandable to them;
- e. Beneficiary engagement and shared decision making that takes into account the beneficiaries' unique needs, preferences, values and priorities; and
- f. Written standards for beneficiary access and communication and a process for beneficiaries to access their medical records.

2.2.3. Report on Quality and Cost Measures. The ACO will develop an infrastructure for the Participant and other ACO participants to internally report to the ACO on quality and cost metrics that will enable the ACO to monitor, provide feedback and evaluate ACO participants' performance and to use these results to improve care over time.

2.2.4. Promote Coordination of Care. The ACO will coordinate care across and among primary care physicians and Providers, specialists, and acute and post-acute Providers and Suppliers. The ACO will define specific methods and processes that will be established to coordinate care throughout an episode of care and during its transitions, such as discharge from a hospital or transfer of care from a primary care physician to a specialist, both inside and outside of the ACO.

2.2.5. Implementation of ACO Processes. The ACO will develop, define and implement the ACO Processes and corresponding performance standards. The ACO will develop policies and procedures that will facilitate and effectuate the implementation of the ACO Processes. Additionally, the ACO, the Participant, and the other ACO participants will develop and provide the education, training and technical assistance necessary to promote and facilitate the providers'/suppliers' compliance with the ACO Processes, as well as the ACO's quality program and evidence-based clinical guidelines. The ACO will also regularly report the performance of each provider/supplier to provide prompt feedback to participants about their provider's/supplier's performance, when available. In addition to the education, training and technical assistance, the ACO will meet with participants whose providers repeatedly fail to meet the performance standards of one (1) or more ACO Processes or repeatedly fail to adhere to the ACO's quality program or clinical guidelines. Continued failure to meet the performance standards or to adhere to the ACO's quality program or clinical guidelines will result in a Participant Remediation Program, as defined in Article VI.

2.2.6. Milestones and Performance Metrics. The ACO will define and submit a set of major milestones or performance metrics the ACO will use in each performance year to assess the progress of its participants in implementing the ACO Processes.

- 2.3. Administrative and Management Services. The ACO will provide those administrative and management services required to operate an effective accountable care organization and to satisfy the requirements of the Program through an entity chosen by the ACO (which as context requires, may be referred to as a "Service Provider") under the terms and conditions set forth in an ACO Services Agreement. A Service Provider may select and contract with vendors that will provide those administrative and management services, information technology solutions and services, and any other services it deems necessary in its sole discretion to successfully develop and manage the ACO.
- 2.4. Compliance Plan. The ACO shall have a compliance plan in accordance with the Program requirements.
- 2.5. Patient Experience of Care Survey. The ACO shall utilize a CMS-certified vendor to administer the patient experience of care survey and shall report the results to CMS accordingly.
- 2.6. MACRA/Quality Payment Program. The ACO, on behalf of Providers who are eligible professionals, shall submit the measures determined under 42 CFR 425.500 using the GPRO web interface established by CMS, according to 42 CFR 425.504.
- 2.7. Data Sharing. The ACO shall request the CMS aggregate reports and the name, date of birth, gender, and health insurance claim number (HICN) of beneficiaries used to generate the ACO's benchmark. The ACO shall also request beneficiary identifiable Part A, B and/or D claims data. ACO shall observe all relevant statutory and regulatory provisions regarding the appropriate use of such data, and the confidentiality and privacy of individually identifiable health information. The ACO shall time its request(s) so that the data is provided to the ACO at the beginning of the agreement period, during each quarter, in conjunction with the annual reconciliation, and at the beginning of each performance year. ACO shall provide CMS with the necessary certifications to obtain such data. The ACO shall request the CMS aggregate data reports, as well as the beneficiary identifiable claims data, for preliminary prospective assigned beneficiaries and other beneficiaries who receive primary care services from an ACO Participant or Provider during the agreement period. The ACO shall execute and deliver to CMS any requisite Data Use Agreement, and shall submit formal requests for data, in accordance with the requirements of CMS, necessary to obtain the data described herein.
- 2.8. Notification to Beneficiaries. The ACO must notify prospective beneficiaries that their Provider/Supplier has chosen to participate in the MSSP as required by CMS and will satisfy applicable marketing and notice requirements described in 42 CFR Part 425.310 and 425.312.
- 2.8.1. In-Office Notification. ACO will train Participant's medical office staff to implement the protocol for beneficiary notification via Poster and Notice requirements described in 42 CFR Part 425.312.
- 2.9. Shared Savings and Other Performance/Incentive Compensation. As described in Article V, the ACO and Participant have agreed upon a method and mechanism by which the

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ACO participants, and the ACO Providers/Suppliers through the ACO participants, may receive shared savings to encourage the ACO participants and Providers/Suppliers to meet the performance standards for each of the ACO Processes, and to adhere to the ACO's quality program and evidence-based clinical guidelines. The Participant, and each of its Providers, will only share in the shared savings it generates if it/he/she satisfies the performance requirements described in this Exhibit A.

2.10 Close-Out Procedures. Upon the expiration or termination of the MSSP Agreement, the ACO must implement close-out procedures, including, but not limited to, the following issues in a form, manner and by a deadline specified by CMS:

- a. Notice to the ACO participants of termination;
- b. Record retention;
- c. Data sharing;
- d. Quality Reporting; and
- e. Beneficiary continuity of care.

The ACO agrees that upon the expiration or termination of the MSSP Agreement, the ACO will implement these close-out procedures in the form, manner and deadline specified by CMS.

ARTICLE III

OBLIGATIONS OF PARTICIPANT

3.1 Support Mission of ACO. The Participant shall support promote the mission of the ACO and the Medicare Shared Savings Program.

3.2 Evidence Based Medicine. The Participant shall, and shall ensure that its Providers, implement and comply with the ACO's Processes to promote evidence-based medicine and the evidence-based clinical guidelines established by the ACO from time to time and shall satisfy the ACO's performance standards.

3.3 Patient Engagement. The Participant shall, and shall ensure that its Providers, implement and comply with the ACO's Processes to promote patient engagement and satisfy the ACO's performance standards.

3.4 Report on Quality and Cost Measures. The Participant shall, and shall ensure that its Providers, implement and comply with the ACO's Processes to report on quality and cost measures and satisfy the ACO's performance standards. The Participant must provide the quality metric data to ACO to enable reporting to CMS, and must provide any missing data points needed for Quality Payment Program reporting at the request of ACO.

3.5 Quality Assurance and Improvement Program. The Participant shall, and shall ensure

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that its Providers, comply with the quality assurance and improvement program and satisfy the ACO's performance standards.

3.6 MSSP Agreement between ACO and CMS. The Participant agrees, and shall ensure that each of its Providers agree, to participate in the MSSP through the ACO, and to comply with the MSSP Agreement and the requirements and conditions of the MSSP, and with all other applicable laws and regulations. The Participant shall ensure that each Provider is provided with a copy of the MSSP Agreement that the ACO provided to the Participant.

3.7 ACO Providers.

3.7.1. Participant shall ensure that each of its Providers have agreed to participate in the MSSP through the ACO and to comply with the MSSP requirements, and to comply with all ACO policies and procedures as set forth in this Agreement.

3.7.2. Upon request by CMS or the ACO, the Participant shall submit documents demonstrating that the Participant's Providers are required to comply with the requirements of the MSSP.

3.7.3. The Participant shall ensure that each Provider continues to be qualified as an ACO Provider/Supplier and, if applicable, an ACO Professional, during the term of this Agreement. The Participant shall immediately notify the ACO of any change in the status of any Provider or if a Provider no longer agrees to participate in the MSSP.

3.7.4. The Participant shall ensure that all Provider information is up-to-date and that PECOS registrations are complete and accurate.

3.8 Certifications. The Participant acknowledges and agrees that the MSSP Agreement and applicable federal regulations require the ACO to make certain representations to CMS concerning the ACO, the Participant and its Providers. The ACO may make representations and certifications about the Participant, according to those representations and certifications addressed in this agreement, when required by applicable federal regulation or the MSSP Agreement.

3.9 Compliance. The Participant shall, and shall ensure that its Providers, comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, but not limited to, the Medicare Shared Savings Program under 42 CFR Part 425; Federal criminal law, the False Claims Act (31 U.S.C. 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. 1320a-7b(b)), and the Civil Monetary Penalties law (42 U.S.C. 1320a-7a), Physician Self-Referral Law (42 U.S.C. 1395nn), Health Insurance Portability and Accountability Act, located at 45 C.F.R. parts 160, 162, and 164, Subpart C, as amended from time to time by the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**") and the Final Omnibus Rule (collectively "**HIPAA**").

3.10 Disclosure of Participation. The Participant must disclose to the ACO whether it or any of its Providers have participated in the MSSP under the same or a different name, or is

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related to or has an affiliation with another accountable care organization that is or has participated in the MSSP. The Participant must specify whether the other MSSP agreement is active or has been terminated. If it has been terminated, the Participant must specify whether the termination was voluntary or involuntary. If the Participant or Provider was previously terminated from the MSSP, the Participant must identify the cause of termination and what safeguards are now in place to enable the Participant and/or Provider to participate in the program for the full term of the MSSP Agreement. The Participant represents and warrants that it has not been excluded from any governmental health care program.

3.11 Policies and Procedures. The Participant will develop and implement employment and operational policies and procedures that implement the ACO Processes.

3.12 Training and Support. The Participant will provide its employees and independent contractors with education, training and technical assistance in meeting the performance standards for each of the ACO's Processes.

3.13 Requirement for Data Submission and Certification. The Participant shall submit to the ACO, or its designee, all data and information required for compliance with the requirements of the MSSP, including those data and measures designated by CMS under 42 CFR Part 425.500, in a form and manner specified by CMS as interpreted by the ACO or its designee. To the extent reasonably feasible, the ACO, or its designee, will pull such data and information from the Participant's electronic medical records. The Participant will provide electronic access to such data and information, and will assist the ACO, or its designee, in its collection and reporting of Participant and Provider data required for compliance with the MSSP requirements. An individual with legal authority to bind the Participant shall certify the accuracy, completeness and truthfulness of the data and information submitted by the Participant (including the data and information collected by the ACO from the Participant's electronic medical records), to the best of his or her knowledge, information and belief. The Participant's obligations under this Section 3.13 shall survive the termination or expiration of this Agreement, and shall continue as long as the ACO has any reporting or close-out obligations under the MSSP Agreement or the requirements of the MSSP. The Participant shall not share in shared savings in any year that the Participant fails to report accurately, completely and timely on the quality performance measures.

3.14 Reporting of NPI and Enrollment Information. The Participant shall provide a full and complete list of all of the Participant's Providers, and their corresponding NPIs, upon execution of this Agreement, and shall update the list no less frequently than annually thereafter. The Participant must maintain, update and furnish to the ACO at least thirty (30) days before the start of the MSSP Agreement period, before each performance year thereafter, and at such other times as requested by the ACO, the Participant's list of Providers and their NPIs. All Providers that have reassigned their right to receive Medicare payments to the Participant must be included on the Participant's list of Providers and must agree to participate in the ACO and to comply with the requirements of the MSSP. The Participant shall update its enrollment information, including the addition and deletion of Providers, on a timely basis in accordance with Medicare program requirements, and shall notify the ACO of any such changes within fifteen (15) days after the change. Any update regarding the addition or deletion of Providers shall include such Providers' NPIs. Participant must also notify the ACO within fifteen (15) days of any changes affecting or related to its Taxpayer Identification Number ("*TIN*") or CMS Certification Number ("*CCN*").

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3.15 Exclusivity. The Participant hereby agrees to participate in the ACO, and to participate in the MSSP and the MSSP Agreement through the ACO. The Participant further agrees that from January 1, 2018 through December 31, 2021, the Participant will be exclusive to the ACO and will only participate in the MSSP as a participant of the ACO. The Participant shall not participate in the MSSP as a participant of any MSSP accountable care organization other than the ACO, unless this Agreement is terminated as provided for in Article VII. Each Tax Identification Number of the Participant under which primary care services are provided or billed shall also be exclusive to the ACO during the term of this Agreement. The Participant agrees that during the term of this Agreement the Participant will not participate in any other Medicare initiative or program that involves shared savings. Nothing in this Agreement precludes the Participant from participating in any non-Medicare shared savings program.

3.16 Marketing Requirements. The Participant shall only participate in those marketing activities regarding participation in the MSSP, and use and provide those marketing materials that have been approved, or are deemed approved, by CMS. The Participant shall immediately discontinue the use of any marketing materials or marketing activities that have been disapproved by CMS. In addition, the Participant shall not participate in any marketing activity, or use or provide any ACO marketing materials that have not been approved by the ACO. The Participant shall immediately discontinue the use of any marketing materials or any marketing activities that have been disapproved by the ACO. All Participant marketing materials and activities shall:

- a. Use template language developed by CMS, if available;
- b. Not be used in a discriminatory manner or for discriminatory purposes;
- c. Not be used in such a way as to constitute an improper beneficiary inducement or in any way that violates the requirements of 42 CFR 425.304(a); and
- d. Not be materially inaccurate or misleading.

3.17 Notification of Beneficiaries. Participant must notify beneficiaries at the point of care that its Providers are participating in the MSSP, and of the opportunity to decline claims data sharing. To provide this notification, the Participant is required to post signs in its facilities and, in settings in which beneficiaries receive services, make standardized written notices available upon request. The Participant must use the most recent template language developed by CMS for such notifications.

3.18 ACO Vendor Cooperation. Participant agrees to cooperate with the ACO and its vendors and to fulfill all obligations to vendors and subcontractors of the ACO that are related to Participant obligations under this Agreement and to furthering the goals of the MSSP.

3.19 Participant Use of Data. The Participant shall and shall ensure that its Providers comply with all relevant statutory and regulatory provisions regarding the appropriate use of data and the confidentiality and privacy of individually identifiable health information, and shall comply with the terms of the Data Use Agreement entered by ACO with CMS. Neither the Participant nor its Providers shall limit or restrict appropriate sharing of medical record data with providers and suppliers, both within and outside of the ACO, in accordance with applicable law. Participant

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shall and shall ensure that its Providers at all times use the data contained in the CMS aggregate data reports, and/or the beneficiary identifiable data in a way and manner that is consistent with requirements of the Program, and the applicable provisions of 42 CFR Part 425, Subpart H. The Participant shall, and shall ensure that its Providers, post the signage and make written notices available as required by Section 3.17 above. Additional data privacy and security obligations are captured in Exhibit C of the Agreement - the ACO- Participant Business Associate Agreement.

3.20 Close-Out Procedures. Upon the expiration or termination of its MSSP Agreement, or this Agreement, the Participant must implement close-out procedures including but not limited to the following issues in a form and manner and by a deadline specified by CMS and/or the ACO:

- a. Data sharing;
- b. Quality Reporting; and
- c. Beneficiary continuity of care.

The Participant is not eligible for shared savings if it fails to complete the close-out procedures as specified by CMS and/or the ACO. The Participant's obligations under this Agreement include compliance with all the applicable terms and timeframes of the CMS close-out procedures, including, without limitation, furnishing all data and quality reporting necessary to complete the annual assessment of the Participant's and the ACO's quality of care and address other relevant matters. The terms and obligations of this Section 3.20 survive the expiration and termination of this Agreement.

ARTICLE IV

INTELLECTUAL PROPERTY

4.1 During the term of this Agreement, the Participant or its Providers may develop or produce documents, presentations, processes, protocols, analytical tools, or other manual or digital tools, or otherwise improve processes, related to or arising out of the Participant's participation in the ACO or the MSSP. For the purposes of this Agreement, this material shall be referred to as "*MSSP Work Product*."

4.2 Participant hereby grants to the ACO a nonexclusive, worldwide, royalty-free, perpetual and irrevocable license to use and sublicense MSSP Work Product in any way ACO determines without notice, payment or attribution to the Participant or its staff or contractors.

4.3 All right, title and interest, including, but not limited to, copyright, throughout the world, in and to all materials, results and proceeds prepared by ACO during the term and any renewal terms of this Agreement shall be vested solely and exclusively in ACO, which for copyright purposes shall be deemed the author thereof. ACO shall be deemed the sole author automatically upon creation, as contemplated by Section 101 of the United States Copyright Act of 1976, as amended. In the event the materials, results and proceeds are deemed not to be authored by ACO, Participant hereby irrevocably grants, sells, transfers and assigns to the

ACO in perpetuity throughout the universe and in all media channels of distribution now or hereinafter known or devised, all of its rights, title and interest under copyright (and all extensions and renewals of copyright) and otherwise in and to such materials, results and proceeds, effective automatically as of the creation thereof. ACO shall have the sole and exclusive right, but not the duty, to use, and to authorize others to use said materials, rights and proceeds in any and all manner, media and channels of distribution now or hereinafter known or created throughout the world in perpetuity, without any obligation, financial or otherwise, to Participant. ACO shall have the right to adapt, arrange, rearrange, add to, or subtract from, such materials and to combine the same with any materials of whatever nature, and Participant hereby waives any right of "droit moral" or any similar right.

ARTICLE V

SHARED SAVINGS

5.1. Calculation and Distribution of Shared Savings. Distribution of shared savings to participants shall be based on the participant's performance as measured against the financial and quality performance standards set by the ACO. The Participant's ability to earn and receive shared savings is dependent on the Participant's compliance with the ACO Processes and its ability to attain established quality standards and cost benchmarks. The Participant shall not receive any shared savings in any year the Participant fails to report accurately, completely and timely on the quality performance measures. Participant and each of its ACO providers/suppliers (as defined herein) may earn shared savings by reducing costs while adhering to the ACO's quality assurance and improvement program and evidence-based clinical guidelines. The ability to earn shared savings distributions from CMS arises under and is governed by the MSSP Agreement. Should ACO earn a shared savings payment from CMS, then ACO shall allocate the funds and distribute the savings payments ("**Shared Savings Distributions**") pursuant to the Distribution Plan for All Participants set forth in Attachment C to this Amendment ("**Distribution Plan**"). The Parties acknowledge that the opportunity to earn Shared Savings Distributions will encourage ACO participants and ACO providers/suppliers to adhere to the quality assurance and improvement program and evidence-based medicine guidelines established by the ACO. No shared savings payments are guaranteed to ACO, and no Shared Savings Distributions are guaranteed to any ACO participant or ACO provider/supplier.

ARTICLE VI

REMEDICATION FOR FAILURE TO MEET PERFORMANCE STANDARDS

6.1 Remediation Threshold. Participants that do not achieve 30th percentile quality scores in each of the Four Domains, or are more than ten (10) percentage points below the ACO mean, or that do not otherwise meet the performance standards established by the ACO, or whose conduct raises Program integrity issues, will be considered for inclusion in a quality improvement remediation program. Participants and Providers that do not achieve shared savings will be considered for a resource utilization remediation program.

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6.2 Participant Remediation Program. Should a Participant fail to achieve the minimum percentile quality scores or meet the performance standards, ACO may:

- 6.2.1. Provide additional education, training and technical assistance;
- 6.2.2. Meet regularly meet with Participant;
- 6.2.3. Issue a warning and a corrective action plan;
- 6.2.4. Terminate Participant in accordance with Article VII of this Agreement.

6.3 Failure to Improve. Failure of a Participant to improve after initial remediation may result in additional corrective action or the termination of the Participant from the ACO in accordance with Article VII.

6.4 Remedial Processes and Penalties. Participant and all participants and Providers are required to meet the minimum quality threshold (30%) for each of the Four Domains in order to receive any shared savings. The Participant understands and agrees that in addition to the remediation and remedies described above, the Participant or Providers may be excluded from receiving shared savings payments if the Participant or Provider fails to meet the performance standards of the ACO or fails to comply with the ACO quality assurance and improvement program or evidence-based/clinical guidelines.

6.5 MSSP Program Compliance. ACO will develop and implement a remedial action plan to address Participant noncompliance with the requirements of the MSSP and other program integrity issues. If the Participant:

- 6.5.1. repeatedly fails to comply with the applicable requirements of the MSSP; or
- 6.5.2. conduct raises program integrity issues; or
- 6.5.3. repeatedly fails to comply with the ACO Processes;

the Participant will not receive any shared savings payments, and will be placed on a corrective action plan and may have its participation in the ACO terminated. The corrective action plan may include education, training and technical assistance, regular meetings with the Participant to provide information and feedback, or such other assistance or remediation as may be necessary. Failure of Participant to improve after remediation may result in the termination of Participant's participation in the ACO.

6.6 Required Provider Remediation. The Participant shall develop and implement a remedial action plan to address Provider noncompliance with the requirements of the MSSP and other program integrity issues.

Providers:

- 6.6.1. who repeatedly fail to comply with the applicable requirements of the MSSP; or
- 6.6.2. whose conduct raises program integrity issues; or

6.6.3. who repeatedly fail to comply with the ACO Processes; or

6.6.4. who repeatedly fail to attain the established quality standards or cost benchmarks;

will not receive any shared savings payments, and will be placed on a corrective action plan and may have their participation in the ACO terminated. The corrective action plan may include education, training and technical assistance, regular meetings with the Provider to provide information and feedback, and such other assistance or discipline provided for in Participant's contract with Provider. Failure of a Provider to improve after remediation may result in the termination of the Provider's participation in the ACO.

ARTICLE VII

TERM AND TERMINATION

7.1 Initial Term. The initial term of this Agreement shall commence on July 1, 2017, and shall continue through December 31, 2021. .

7.2 Performance Year. A performance year is the full calendar year during which the ACO is participating in the MSSP pursuant to the MSSP Agreement. The performance year ends on December 31. It can be part of the initial term or renewal terms. Participants in the MSSP as of January 1 of the performance year are obligated to continue to fulfill Participant obligations as described in this Agreement, including Exhibit A and Exhibit D, for the entirety of the performance year.

7.3 Termination.

7.3.1. Grounds for Termination. This Agreement may be terminated as follows:

a. Mutual Agreement. This Agreement may be terminated upon the mutual consent and agreement of the ACO and the Participant. Such termination shall be evidenced by a written Termination Agreement that is signed by both the ACO and the Participant. Any termination by mutual agreement shall be conditioned on the Participant's agreement to be responsible for the damages described in Article VIII, that may accrue or incur as a result of such termination. Any permitted termination will take effect on the date specified in the Termination Agreement.

b. Termination of MSSP Agreement. This Agreement may be terminated upon one hundred eighty (180) days prior written notice in the event that the MSSP Agreement between the ACO and CMS is terminated at any time during the initial term of this Agreement and all appeals by the ACO have been finally adjudicated.

c. Termination for Failure to Pay ACO Fees. If the Principal Participant fails to pay the ACO Fees as described in Exhibit D of this Agreement, then the ACO may terminate this Agreement for the Principal Participant and for all participants who are

listed on the Principal Participant's Exhibit D. ACO may provide these participants with an opportunity to cure failure of Principal Participant by submitting the outstanding ACO Fees to the ACO within ninety (90) days of the notice of non-payment. Such termination shall be effective as of the date specified in the ACO's written notice of termination.

d. Termination for Failure to Meet Participant Obligations. This Agreement may be terminated by the ACO, in its sole discretion, if the Participant fails to meet the performance standards or minimum percentile scores for any of the Four Domains, fails to reduce per-beneficiary cost, fails to comply with requirements of the ACO's quality assurance and improvement program or evidence-based clinical guidelines, or in any other way fails to fully comply with its obligations under this Agreement, and such failure is not cured to the satisfaction of the ACO within ninety (90) days of the date the Participant receives notice from the ACO of such failure. Such termination shall be effective as of the date specified in the ACO's written notice of termination.

e. Exclusion of Participant/Provider. The ACO may terminate this Agreement, effective as of the date specified in the notice of termination to Participant, upon receipt by the ACO of information indicating Participant has been debarred, excluded or ruled ineligible for participation in Medicare, Medicaid or any other federal or state health care program, at any administrative level. ACO may also terminate this Agreement pursuant to the terms of this Section if the ACO receives notice or information indicating that an officer, director, shareholder or controlling employee of the Participant, or any Provider, has been debarred, excluded or ruled ineligible for participation in Medicare, Medicaid or any other federal or state health care program, at any administrative level, if the Participant has not immediately terminated its relationship with such officer, director, shareholder, controlling employee or Provider.

f. Failure to Comply with the Terms of the MSSP Agreement or Requirements of the MSSP. This Agreement may be terminated by the ACO at any time, effective as of the date specified in the ACO's written notice of termination, if the Participant fails to fully comply with all the applicable requirements of 42 CFR Part 425 or the MSSP Agreement. Notwithstanding the foregoing, in the event Federal Regulations permit any opportunity for a cure, ACO shall afford the Participant the opportunity to cure any defect related to participation during such cure period, not to exceed thirty (30) days.

g. Voluntary Withdrawal During Initial Term. During the initial term, the Participant may voluntarily withdraw from the ACO by terminating this Agreement without cause. The Participant may terminate this Agreement without cause by giving the ACO one hundred eighty (180) days prior written notice, not less than one hundred eighty (180) days prior to the end of the term year. If the Participant gives written notice of its termination without cause at least one hundred eighty (180) days prior to the end of the term year, the effective date of its termination shall be December 31 of that term year. If the

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Participant gives written notice of its termination without cause less than one hundred eighty (180) days prior to the end of the term year, the effective date of its termination shall be December 31 of the following term year.

h. Voluntary Withdrawal After the Initial Term. At any time after the expiration of the initial term, the Participant may voluntarily withdraw from the ACO by terminating this Agreement without cause. Under this section, the Participant may terminate this Agreement without cause by giving the ACO ninety (90) days prior written notice.

7.3.2. Termination Protocols.

a. Termination and the Opportunity to Contest. The termination of this Agreement under Sections 7.3.1.a, c, d, e or f requires the approval of the ACO's Board of Managers, and the affirmative vote of at least seventy-five percent (75%) of all of the ACO's members (as described in Section 4.3(e) of the ACO's operating agreement). If a Participant disagrees with the determination of the ACO, the Participant may request reconsideration of the determination by sending a written request for reconsideration to the ACO's Board of Managers. The written request must include all of the facts and circumstances relied on by the Participant. The ACO's Board of Managers will respond to the Participant's request within thirty (30) days, or such longer period as may be deemed necessary by the ACO's Board of Managers. The decision of the ACO's Board of Managers upon reconsideration shall be final.

7.3.3. Effect of Termination.

a. Principal Participants shall be responsible for the ACO Fees as described in Exhibit D of this Agreement for the entire term year regardless of the date of termination. Additionally, notwithstanding anything herein to the contrary, in the event Principal Participant joined the ACO under the CPSI model and it voluntarily terminates this Agreement prior to the end of its initial three-year term, to the extent CPSI has loaned or otherwise advanced funds to or on behalf of the terminating Principal Participant that have not been repaid ("*Loaned Amount*"), then such Principal Participant shall also be responsible for repaying all such outstanding Loaned Amounts within thirty (30) days of the date of termination.

b. Participant shall be responsible for compliance with its obligations under this Agreement for the entire term year, regardless of the date of termination.

c. PARTICIPANT AGREES TO REPORT CLINICAL DATA TO THE ACO AT THE REQUEST OF THE ACO. THE OBLIGATION TO REPORT ON THESE METRICS SURVIVES THE TERMINATION OF THIS AGREEMENT. FAILURE TO DO SO MAY CAUSE MAJOR FINANCIAL RAMIFICATIONS FOR ALL PARTICIPANTS. Specifically, Participant and all participants are responsible for providing all clinical data for select beneficiaries served during the term as required by CMS and requested by the ACO. This data will be used to report quality measures to CMS as a condition of rewarding shared savings. Information must be furnished by the Participant within thirty (30) days of request and must be provided in the format required by the ACO. The Participant's obligation to submit

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data and information to the ACO in accordance with the terms of this Agreement survive the expiration and termination of this Agreement, and shall continue as long as the ACO has any reporting or close-out obligations under the MSSP Agreement or the requirements of the MSSP.

d. Participants will receive all shared savings for the term year during which termination is sought, according to the process described in Article V, except as provided in Article VIII.

ARTICLE VIII

DAMAGES

8.1 Breach of Agreement. If the Participant fails to accurately, completely and timely provide quality data to the ACO, and this failure causes CMS to withhold (or reduce the amount of) shared savings, the Participant is liable and responsible for the entire amount of the loss and shall reimburse to the ACO the full amount of the lost shared savings. The Participant acknowledges and agrees that its failure to fully perform its obligations under this Agreement, including, without limitation, Participant's failure to accurately, completely and timely report quality data, may cause the ACO and other ACO participants to incur significant damages. Such damages may include, without limitation, the loss of shared savings payments. The Participant is liable and responsible for such damages that are caused by, or result from, the Participant's failure to fully perform its obligations under this Agreement.

8.2 Liability for Early Termination. The Participant also acknowledges and agrees that the termination of this Agreement pursuant to the terms of Sections 7.3.1.g may cause the ACO and other ACO participants to incur significant damages. Such damages may include, without limitation, the loss of shared savings payments. If this Agreement is terminated pursuant to Sections 7.3.1.g and the ACO's MSSP Agreement is subsequently terminated by CMS because less than 5,000 beneficiaries are assigned to the ACO, the Participant is liable and responsible for any and all lost shared savings payments.

8.3 Statement of Purpose and Survival of this Provision. The parties agree that this Article VIII defines and describe! the actual damages that may result from a significant breach or early termination of this Agreement. The Participant agrees that the damages described above are actual damages, and not special, consequential or punitive damages. All the terms, provisions, duties and obligations of this Article VIII shall survive the termination and expiration of this Agreement.

ARTICLE IX

NO BENEFICIARY INDUCEMENTS OR REQUIRED REFERRALS NO AVOIDANCE OF AT-RISK BENEFICIARIES

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9.1 Beneficiary Inducements. Neither party shall offer or provide any gift or other remuneration to beneficiaries as an inducement for the beneficiary to receive items or services from the Participant or Provider, or any other participant or provider/supplier, or with the Participant or Provider, or with any other participant or provider/supplier, except as may be permitted by the MSSP or other applicable federal regulation.

9.2 Prohibition on Certain Required Referrals. Neither party shall:

9.2.1. Condition the participation of ACO Participants and ACO Providers/Suppliers in the ACO on referrals of federal health care program business that the ACO Participant or ACO Provider/Supplier knows or should know is being (or would be) provided to beneficiaries who are not assigned to the ACO; or

9.2.2. Require that beneficiaries be referred only to Participant, Provider or other ACO Participants or Providers within the ACO, or to any other provider or supplier, except that this prohibition does not apply to referrals made by employees or contractors who are operating within the scope of their employment or contractual arrangement with the Participant, provided that the employees and contractors remain free to make referrals without restriction or limitation if the beneficiary expresses a preference for a different provider, practitioner, or supplier; the beneficiary's insurer determines the provider, practitioner or supplier; or the referral is not in the beneficiary's best medical interest in the judgment of the referring party.

9.3 At-Risk Beneficiaries. Neither party shall avoid At-Risk Medicare Beneficiaries. Participant shall also ensure that its Providers do not avoid At-Risk Medicare Beneficiaries.

ARTICLE X

AUDITS AND RECORD RETENTION

10.1 Audits. Each party agrees that CMS, the DHHS, the Comptroller General, the federal government or their designees have the right to audit, inspect, investigate, and evaluate any books, contracts, records, documents and other evidence of the Participant related to activities that pertain to (i) compliance with the Program; (ii) the quality of services performed and (iii) determination of amount due to or from CMS under the MSSP Agreement.

10.2 Record Retention. Each party shall:

10.2.1. Maintain and give CMS, the DHHS, the Comptroller General, the federal government or their designees access to all books, contracts, records, documents and other evidence (including data related to Medicare utilization and costs, quality performance measures, shared savings distributions, and other financial arrangements related to the Participant activities) sufficient to enable the audit, evaluation, investigation and inspection of the Participant's compliance with the Program requirements, quality of services performed, right to any shared savings payment or obligation to repay losses, ability to bear the risk of potential losses, and ability to repay any losses to CMS;

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10.2.2. Maintain such books, contracts, records, documents and other evidence for a period of ten (10) years from the final date of the agreement period or from the date of completion of any audit, evaluation, or inspection, whichever is later, unless:

- a. CMS determines there is a special need to retain a particular record or group of records for a longer period and notifies the Participant at least thirty (30) days before the normal disposition date; or
- b. There has been a termination, dispute or allegation of fraud or similar fault against the Participant or Provider, in which case the Participant must retain records for an additional six (6) years from the date of any resulting formal determination of the termination, dispute or allegation of fraud or similar fault.

ARTICLE XI

INDEPENDENT CONTRACTOR

11.1 Independent Contractor. In performing their respective responsibilities and duties under this Agreement, it is understood and agreed that the Participant is at all times acting as an independent contractor and not as a partner, joint venturer, employee or agent of the ACO. The ACO shall neither have nor exercise any control or direction over the medical judgment of health care Providers, or the methods or manner in which Participant and its employees or independent contractors perform professional services. The Participant shall be solely responsible for paying any compensation due the Providers, whether as employees or independent contractors, including, without limitation, any shared savings payments and/or performance/incentive compensation. The Participant shall be responsible for the withholding and payment of all applicable federal, state and local taxes and for maintaining any insurance that may be required under applicable law.

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

ARTICLE XII

CHANGE IN LAW

It is the belief and understanding of the parties that this Agreement complies in all respects with all applicable federal, state and local statutes, rules and regulations.

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Specifically, it is the parties' intent and belief that this Agreement complies with the requirements of 42 CFR Part 425, the MSSP Agreement, and the requirements of the MSSP. Pursuant to the requirements of 42 CFR Part 425.212, the ACO and the Participant are subject to all statutory changes, and to all regulatory changes except those specified in 42 CFR Part 425.212. In those instances where there are changes in laws or regulations that require a modification of this Agreement, the parties agree to meet and negotiate such changes as soon as reasonably possible. The parties must agree to an amendment that complies with the changes in laws or regulations, and not terminate this Agreement, unless such change in law or regulation specifically permits the termination of the MSSP Agreement without any penalty or assessment to or against the ACO. If such change in law or regulation specifically permits the termination of the MSSP Agreement without any penalty or assessment to or against the ACO, then either party may terminate this Agreement by providing written notice to the other party, if the parties are not able to negotiate a mutually acceptable change or revision to this Agreement within one hundred eighty (180) days of the effective date of such change in law or regulation.

ARTICLE XIII

INSURANCE AND INDEMNIFICATION

13.1 Insurance and Indemnification: Participant. The Participant shall maintain general liability insurance, and professional liability insurance covering the acts of the Providers that are within the scope of their duties assigned by the Participant, under the terms of such commercial insurance policy as may be acquired by the Participant from time to time, or, at the Participant's option, under the terms of any self-insurance plan which the Participant may adopt from time to time. Such insurance coverage shall either be an occurrence type or a claims-made type with appropriate tail coverage. All such insurance or self-insurance coverage shall be governed by and subject to the expressed terms, conditions and limitations set forth in the insurance policy and/or plan documents. The Participant shall supply the ACO with evidence of such insurance coverage upon request. The Participant shall provide the ACO with not less than thirty (30) days advance written notice of any cancellation, reduction or material change in the insurance required herein. The Participant agrees to indemnify, defend and hold the ACO harmless from and against any and all actions (litigation and administrative actions whether filed or threatened), claims, liabilities, losses, damages and expenses, including the ACO's reasonable attorneys' fees, resulting from or in any way related to the Participant's failure to fully perform all of its duties and obligations under this Agreement, and/or any actual or alleged professional malpractice or other negligence by the Participant or the Providers. For the purposes of this Section 13.1 only, the Participant's (or its Providers') failure to achieve minimum quality scores or earn shared savings will not be deemed to be a failure to fully perform its obligations under this Agreement, if the Participant otherwise performs its duties and obligations under the Agreement. This provision shall survive the expiration and termination of this Agreement.

13.2 Insurance and Indemnification: ACO. The ACO shall maintain general liability insurance, and professional liability insurance covering the acts of the ACO, and the acts of

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its employees and agents that are within the scope of their duties assigned by the ACO, under the terms of such commercial insurance policy as may be acquired by the ACO from time to time, or at the ACO's option, under the terms of any self-insurance plan which the ACO may adopt from time to time. All such insurance or self-insurance coverage shall be governed by and subject to the expressed terms, conditions and limitations set forth in the insurance policy and/or plan documents. The ACO shall supply the Participant with evidence of such insurance coverage upon request. The ACO shall provide the Participant with not less than thirty (30) days advance written notice of any cancellation, reduction or material change in the insurance required herein. The ACO agrees to indemnify, defend and hold the Participant harmless from and against any and all actions (litigation and administrative actions whether filed or threatened), claims, liabilities, losses, damages and expenses, including the Participant's reasonable attorneys' fees, resulting from or in any way related to the ACO's failure to fully perform all of its duties and obligations under this Agreement, and/or any actual or alleged negligence by the ACO or its employees. This provision shall survive the expiration and termination of this Agreement.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Confidentiality. Each party and its respective employees, agents, representatives, contractors or other designees shall maintain in confidence all business and financial information of the other party not generally known to the public (the "*Confidential Information*"), including, without limitation, the information that the Participant discloses to the ACO pursuant to the terms of this Agreement. Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party and through no fault of receiving party, (b) was known to the receiving party as of the time of its disclosure to the receiving party by the providing party, (c) is independently developed by the receiving party without using information to which receiving party has access, or which is derived from information to which the receiving party has access, solely as a result of providing services hereunder, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Each party shall use and disclose the Confidential Information of the other party only (i) as expressly permitted by this Agreement; (ii) with the prior written consent of the party that owns the Confidential Information; (iii) as necessary to fulfill the purposes of this Agreement; or (iv) as required by law. To the extent that the parties exchange Confidential Information, the parties expressly agree that any such information is the property of the party by whom it was disclosed. The provisions of this Section shall survive the expiration or termination of this Agreement. FINANCIAL INFORMATION CONTAINED IN EXHIBIT D and ANY OF THE ATTACHED EXECUTED (or pre-executed) AGREEMENTS, INCLUDING FEE STRUCTURES AND PRICING, MUST BE KEPT CONFIDENTIAL AND CANNOT BE USED OR REPLICATED BY PARTICIPANTS WITHOUT EXPRESS PERMISSION.

14.2 Binding Effect. The only parties to this Agreement are the ACO and the Participant.

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

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

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

14.4 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

14.5 Entire Agreement. This Agreement, including any and all exhibits, schedules, attachments and addendums attached hereto, represents the entire agreement and understanding between the parties relative to the subject matter hereof and supersedes, terminates and replaces all prior agreements and understandings, whether oral or written. This Agreement may not be amended, altered or modified unless done so by means of a written instrument signed by both of the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such enforcement of waiver is sought. One or more waivers of any obligation or provision of this Agreement shall not be construed as a waiver of a subsequent breach of such obligation or provision, or as a waiver of a breach of any other obligation or provision. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the ACO and the Participant, and their permitted successors and assigns.

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

14.7 Rights and Remedies Cumulative. All rights, remedies, and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies, and benefits provided by law.

14.8 Dispute Resolution. Any dispute arising out of or relating to this Agreement or the breach, termination or validity hereof (collectively, a "*Dispute*") shall be settled as follows: the parties shall meet in a good faith attempt to resolve such matter or matters. If such meeting does not result in resolution, any party may, by Notice to all other parties, require that all parties meet with an independent facilitator or mediator, who shall be designated by agreement of the parties, to resolve the disputed matter or matters. Any and all fees or costs of such facilitation or mediation shall be shared as determined by the facilitator or mediator. If unsuccessful, then the dispute shall be settled by arbitration in the capitol city of the State in which the Participant has its principal place of business, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association. The Participant consents to the jurisdiction of the Courts of the State in which the Participant has its principal place of business and of the United States District Court for the District of the State in which the Participant has its principal place of business, for injunctive, specific enforcement or other relief in aid of the arbitration proceedings or to enforce judgment of the award in such arbitration proceeding, but not otherwise. The award entered by the arbitrator(s) shall be final and binding on all parties to the arbitration. Each party shall bear its respective arbitration expenses and shall share the arbitrator's charges and expenses (as determined by the arbitrator(s)). The arbitrator(s) shall not award punitive, exemplary or consequential damages. Nothing contained in this Section 14.9 is intended to expand any substantive rights any party may have under other Sections of this Agreement, and any action of the parties, when taken in accordance with the terms of this Agreement, shall be final, binding and conclusive as so provided in this Agreement.

Notwithstanding the foregoing, nothing herein shall preclude the ACO from obtaining equitable or other judicial relief to enforce the provisions of this Agreement or to preserve the status quo pending the resolution of any Dispute hereunder. If the ACO Board of Managers determines it is necessary to pursue equitable or other judicial relief to obtain the data or information referred to in Sections 3.14, 7.3.2 or 8.1, or to collect the damages referred to in Sections 8.1 or 8.2, then the Participant shall be responsible for and shall pay all of the legal fees incurred by ACO related to such equitable and legal relief.

14.9 No Third-Party Beneficiaries. This Agreement is entered into by and for the benefit of the ACO and the Participant and their successors in interest by virtue of an assignment which is not prohibited hereunder. This Agreement is not entered into the benefit of any other person or entity whatsoever, including, without limitation, the Providers and other participants in the Participant's community. Without limiting the generality of the foregoing, this Agreement shall not be construed as establishing any obligation or duty to any person not a party to this Agreement.

14.10 Construction/Interpretation. The parties specifically agree that the terms of this Agreement have been fully and fairly bargained over by the parties. The parties specifically agree and

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

14.11 Captions. The captions and headings appearing in this Agreement are inserted only as a matter of convenience, and in no way explain, interpret, define, limit or describe the scope or meaning of any of the provisions of this Agreement.

14.12 Execution. The parties specifically agree that this Agreement shall be signed on behalf of the ACO and the Participant by individuals who are authorized to bind the ACO and the Participant, respectively.

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ATTACHMENT B

(To Amendment to Participation Agreement for Charter Participants)

EXHIBIT D

PRINCIPAL PARTICIPANT AGREEMENT

In addition to the other obligations set forth in this Agreement, each Principal Participant also agrees to comply with the obligations set forth in this Exhibit. To ascertain whether Participant is a Non-Principal Participant or Principal Participant (as those terms are used in this Agreement), please reference the Services Agreement between Caravan Health, Inc. and Participant which expired on December 31, 2020.

1. OBLIGATIONS:

In addition to obligations described in the body of the Agreement, the Principal Participant also agrees to the following obligations:

- Principal Participant shall employ or contract with a qualified individual to be the Participant's Care Coordinator at Principal Participant's own expense.
- Principal Participant shall create a steering committee comprised of its providers, staff, and community representatives in support of the ACO mission.
- The Principal Participant shall appoint one individual to serve as its representative on the ACO Board of Managers.
- Principal Participant's representative will attend quarterly ACO Board of Managers meetings, provide strategic direction, share best practices, and lessons learned.
- Principal Participant will hold all Participants in its community accountable for performance.
- Principal Participant will delegate staff for all ACO "Points-of-Contact" - people working with Service Provider to implement the ACO programs, including an internal project manager, finance contact, compliance contact, IT contact, physician leader contact, physician office contact, marketing/outreach contact, quality improvement contact, and administrative assistant. (A person can be designated for more than one role).
- Principal Participant will work with Service Provider to build data interfaces between all Participants' hospital and ambulatory EHR(s) (or HIE, if applicable) and the ACO data warehouse.
- Principal Participant will provide its Participants' internal compliance policies.
- Principal Participant will develop the shared savings distribution plan between the Principal Participant, Participants, and the Providers, as described in Exhibit A, Section V.

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- Principal Participant will work to identify and utilize high quality, low cost providers for care delivered outside of the community.
- The Principal Participant shall distribute shared savings it receives from the ACO as described in the Shared Savings Participation Agreement, Article V (Exhibit A). The Participant is obligated to pay shared savings only after it has received the shared savings funds from the ACO.
- The Principal Participant shall certify that each of the providers billing under the participant's Tax ID numbers agreed to participate in the MSSP and are required to comply with the MSSP regulations. Upon request, the Principal Participant may be required to submit documents demonstrating that each participant's providers are required to comply with the MSSP regulations.

ATTACHMENT C

(To Amendment to Participation Agreement)

DISTRIBUTION PLAN FOR ALL PARTICIPANTS

1. **Shared Savings.** All shared savings (payable to ACO participants) will be allocated amongst the ACO participants based on CMS Medicare fee-for-service beneficiary attribution, and performance against financial and quality performance standards and benchmarks established (for the participation year in which the shared savings were earned) by the ACO Board of Managers. ACO's obligation to make shared savings payments is strictly contingent upon its receipt of shared savings from CMS.

2. **Distribution of Shared Savings.** All shared savings received by ACO (from CMS) shall be distributed as follows (and in the order listed):

a. ACO shall retain five percent (5%) of the total shared savings received.

b. To the extent (i) the ACO participants are not equally affected by a CMS rule or fee schedule change (hereinafter collectively referred to as a "**Rule Change**"), and (ii) the impact of that Rule Change is clearly identifiable in the CMS claims data, then, for each impacted ACO participant, any shared savings earned (for the applicable ACO participation year) will be used to compensate each such ACO participant for up to fifty percent (50%) of the identified impact. The formula and calculations used to determine the amount owed under this Section will be disclosed in advance to all Principal Participants. No shared savings distribution will occur under this Section prior to at least fifty percent (50%) of the Principal Participants approving the formula and calculation used to determine the amounts owed. The ACO participants are solely responsible for notifying the Board of Managers, no later than the last day of the applicable ACO participation year, should they believe they are owed a portion of any shared savings (earned during that ACO participation year) pursuant to this Section 2(b). An ACO participant's failure to provide timely notice shall constitute a waiver to any payment under this Section 2(b).

c. To the extent there are shared savings remaining after the distributions contemplated in Sections 2(a)-(b), then those remaining funds (hereinafter collectively referred to as the "**Remaining Shared Savings**") will be distributed as follows:

i. **ACO participants.** ACO shall distribute forty percent (40%) of the Remaining Shared Savings amongst all Principal Participants. These funds will be allocated based on the pro rata number of Medicare fee-for-service beneficiaries attributed to each Principal Participant (including those attributed to the Non-Principal Participants in its community), during the applicable ACO participation year.

ii. **Targeted Performance.** ACO shall distribute twenty percent (20%) of the Remaining Shared Savings to Principal Participants in the top fifty percent (50%) of the Principal Participants in the ACO, as determined by comparing each Principal Participant's performance (including the performance of any Non-Principal Participants in its community) for the performance year in which the shared savings were earned, against objective performance standards established by the ACO Board of Managers (for the performance year in which the shared savings were earned). The performance standards referenced in this section

will be established (and communicated to all Principal Participants) in the 4th quarter of the year immediately preceding the ACO performance year in which said performance standards are to be met. The Board of Managers will have flexibility in determining how these funds are distributed amongst the eligible Principal Participants, provided the distribution allocations are determined in good faith.

iii. ***Quality-Based Performance.***

A. ***Top Quality Performers.*** ACO shall distribute twenty percent (20%) of the Remaining Shared Savings to the Principal Participants in the top fifty percent (50%) of the Principal Participants in the ACO, as determined by comparing each Principal Participant's quality-based performance (including the performance of any Non-Principal Participants in its community) for the performance year in which the shared savings were earned, against the quality standards established by the ACO Board of Managers (for the performance year in which the shared savings were earned). These funds will be allocated based on the pro rata number of Medicare fee-for-service beneficiaries attributed to each eligible Principal Participant (including those attributed to the Non-Principal Participants in its community) during the applicable ACO participation year.

B. ***Quality Performers.*** ACO shall distribute twenty percent (20%) of the Remaining Shared Savings to the Principal Participants who met the quality standards established by the ACO Board of Managers (for the participation year in which the shared savings were earned). These funds will be allocated based on the pro rata number of Medicare fee-for-service beneficiaries attributed to each eligible Principal Participant (including those attributed to the Non-Principal Participants in its community) during the applicable ACO participation year.

d. ***Eligibility to Receive Shared Savings.*** To qualify for a shared savings distribution, the ACO participant must: (i) comply with all ACO processes, (ii) submit accurate, complete, and timely quality reporting measures, (iii) achieve the minimum financial performance thresholds established by the ACO Board of Managers (for the performance year in which the shared savings were earned), (iv) if applicable, completion of the close-out procedures, and (v) meet or exceed the minimum quality threshold. Any shared savings not paid because of the foregoing shall be reallocated and paid to eligible Principal Participants pursuant to Section 2(c)(ii).

e. ***Distributions by ACO Participants.*** Each Principal Participant shall establish a local distribution policy that describes how the shared savings it received will be shared or distributed with the Non-Principal Participants in its community (if any) and its ACO providers/suppliers ("***Local Distribution Policy***"). A Principal Participant's obligation to tender shared savings to the Non-Principal Participants in its community (if any) and its ACO providers/supplier is strictly contingent upon its receipt of shared savings from ACO.

f. ***Use of Shared Savings.*** Subject to Section 2(e), the ACO participants and ACO providers/suppliers may use all received shared savings for any lawful purpose which is consistent with the terms of this Agreement and the goals and objectives of the Shared Savings Program.

g. ***Distribution of Losses.*** Should an ACO participant incur a loss (i.e., the per-beneficiary cost increases relative to its benchmark), the loss will be absorbed by the other ACO participants on a

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per beneficiary pro rata basis. The ACO shall elect to participate in the Shared Savings Program as a one-sided model ("*Track 1*"), as that model is described in 42. C.F.R. § 425.604. The loss referenced in this Section 2(g) is only absorbed up to the limit of shared savings earned. Because the ACO is participating in the Shared Savings Program under the Track 1 model, *there is no obligation to pay CMS or any other ACO participant for any loss described in this Section 2(g).*

ATTACHMENT D

(To Amendment to Participation Agreement for Non-Charter Participants)

PRINCIPAL PARTICIPANT AGREEMENT

In addition to the other obligations set forth in this Agreement, each Principal Participant also agrees to comply with the obligations set forth in this Exhibit. To ascertain whether Participant is a Non-Principal Participant or Principal Participant (as those terms are used in this Agreement), please reference the Services Agreement between Caravan Health, Inc. and Participant which expired on December 31, 2020.

1. Obligations.

a. The Principal Participant shall:

i. employ or contract with a qualified individual to be its Care Coordinator (at Principal Participant's sole expense);

ii. create a Steering Committee comprised of its clinicians, staff, and community representatives to support the ACO's purposes;

iii. hold all ACO participants in its community accountable for performance;

iv. delegate staff to serve as "points-of-contact" for the ACO, specifically including, but, not limited to the following: (A) an internal project manager, (B) finance contact, (C) compliance contact, (D) IT contact, (E) physician leader contact, (F) physician office contact, (G) marketing/outreach contact, (H) quality improvement contact, and (I) administrative assistant. Each point-of-contact will work with the ACO and its designees to implement and support the ACO programs. An individual may serve in more than one (1) of these roles;

v. work with the ACO and its designees to interface each ambulatory and hospital electronic health records ("**EHR**") system (and, if applicable, all Health Information Exchange ("**HIE**") systems) utilized by Principal Participant, to the ACO data warehouse;

vi. provide internal compliance policies to all ACO participants in its community;

vii. distribute all shared savings received pursuant to Exhibit B.

viii. develop a local distribution policy to distribute any earned shared savings between itself, and the ACO participants and ACO providers/suppliers in its community; and

ix. attempt to identify and utilize high quality, low cost providers for care delivered outside of its community.

SHARED SAVINGS PARTICIPATION AGREEMENT

THIS SHARED SAVINGS PARTICIPATION AGREEMENT ("*Agreement*") is entered by and between the ACO Participant ("*Participant*") identified in the signature block of this Agreement, and Myriad Health Alliance, LLC ("*ACO*") on the date identified by Participant in the signature block of this Agreement, and the Participant identified in the signature block of this Agreement.

RECITALS

A. The mission of the ACO is better health for populations, better care for individuals, and lower growth in health care expenditures.

B. The ACO is developing a network of integrated health care providers capable of meeting the health care needs within their communities, that promotes accountability for a patient population, coordinates patient care, and encourages investment in infrastructure and redesigned care processes for high quality and efficient services. The ACO intends to create and contract with a network of participants that will be accountable for the quality, cost and overall care of the Medicare fee-for-service beneficiaries assigned to the ACO.

C. The ACO will contract with the Centers for Medicare & Medicaid Services ("*CMS*") to participate in the Medicare Shared Savings Program Pathways To Success ("*MSSP*" or the "*Program*"), and may contract with certain states (Medicaid), other governmental entities and agencies, and/or with commercial third-party payors in other shared savings programs.

D. The Participant is a hospital, physician, physician group, Critical Access Hospital (CAH), Federally Qualified Health Center (FQHC) or Rural Health Clinic (RHC) enrolled in Medicare that is or employs or contracts with "ACO Professionals," and desires to be an "ACO Participant" of the ACO, as those terms are defined by applicable federal regulation and the attached Exhibit B.

E. The Participant desires and intends to work with the ACO, and other ACO participants and providers, to manage and coordinate care for Medicare fee-for-service beneficiaries, and to be accountable for the quality, cost and overall care of its patients that are Medicare fee-for-service beneficiaries assigned to the ACO.

F. The ACO and the Participant are entering into this Agreement in order to set forth the Participant's rights and obligations in, and representation by, the ACO, including:

(i) Participant's obligation to comply with the MSSP quality reporting requirements;

(ii) Participant's obligation to comply with the MSSP beneficiary notification requirements;

(iii) How participation in the MSSP will affect the ability of the Participant and its providers to participate in other Medicare programs that involve shared savings; and

(iv) How the opportunity to share in shared savings and other financial

as well as all other participants for whom the Principal Participant is paying the up-front and monthly fees. The Participant agrees to comply with the terms and requirements of Exhibit D if Participant is listed as the Principal Participant on the signature page below.

The ACO and the Participant agree that Exhibit E ("*Distribution Plan*") contains the requirements and methodology for distribution of Shared Savings among Principal Participants and the Repayment Mechanism (as defined in Exhibit E) the ACO has established to repay losses for which it may be liable to CMS in each performance year in which ACO participates in a two-sided risk model of the BASIC track. The Participant agrees to comply with all of the terms and requirements of Exhibit E, including the Repayment Mechanism. Participant understands and agrees that the Repayment Mechanism, and Participant's obligation to comply with its requirements, will extend for one year after the expiration or earlier termination of ACO's MSSP Agreement with CMS.

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

ADDITIONAL AGREEMENTS

In addition to this Agreement, the ACO has provided the following agreements to the Participant. Each of these agreements is referred to in the Exhibit A:

- MSSP ACO Participation Agreement (CMS-ACO)(also referred to in this Agreement as the MSSP Agreement)
- MSSP Data Use Agreement (CMS-ACO)
- ACO Participant Services Agreement (ACO--Principal Participant)

By signing below, Participant certifies that it has received and reviewed the agreements listed above. Participant agrees to comply with all the applicable terms and requirements of the MSSP Agreement, the MSSP Data Use Agreement, and the ACO Services Agreement. Participant represents and warrants that all of its SSPA Providers have agreed to participate in the MSSP through the ACO, and to comply with the MSSP requirements and regulations.

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

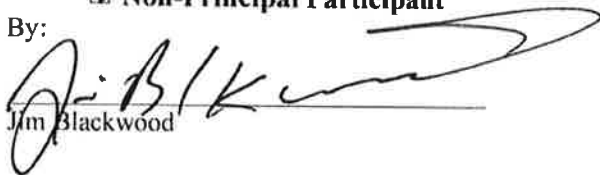
SO AGREED:

Participant: TALLAHATCHIE GENERAL HOSPITAL

Type of Participant:

- Principal Participant
- Non-Principal Participant

By:


Jim Blackwood

5/25/21

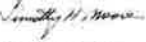
Participant Address and Email Address:

141 Dr. T. T. Lewis Circle
P O Box 230
Charleston, MS 38921
jblackwood@mytgh.com

ACO:

Myriad Health Alliance, LLC:

DocuSigned by:



AF218188F18G42B...

Timothy H. Moore
Interim Executive Director

6/16/2021

Date

ACO Address and Email Address:

116 Woodgreen Drive
Madison, MS 39110
tmoore@mhanet.org

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**AMENDMENT TO SHARED SAVINGS PARTICIPATION AGREEMENT
(Effective January 1, 2022)**

For and in consideration of the mutual covenants provided herein, TALLAHATCHIE GENERAL HOSPITAL (“Participant”) and Myriad Health Alliance, LLC (“ACO”) (collectively “the Parties”) hereby enter into this Amendment to the Shared Savings Participation Agreement (the “Amendment”), in order to amend the Shared Savings Participation Agreement between the Parties commencing January 1, 2022 (“the Agreement”), as follows:

1. Exhibit E—Distribution Plan for All Participants—to the Agreement is hereby deleted and replaced with the new Exhibit E attached to this Amendment.

2. Except as amended by this Amendment, the Agreement shall continue in full force and effect according to its terms. Any capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement unless otherwise defined in this Amendment.

D. This Amendment is effective as of January 1, 2022.

SO AGREED:

Participant TALLAHATCHIE GENERAL HOSPITAL:


Participant Executive Authorized to Sign
Jim Blackwood



Date

Myriad Health Alliance, LLC:

Timothy H. Moore
Interim Executive Director

Date

EXHIBIT E

DISTRIBUTION PLAN FOR ALL PARTICIPANTS

Shared Savings

1. *Shared Savings.* All shared savings (payable to ACO participants) will be allocated amongst the ACO participants based on CMS Medicare fee-for-service beneficiary attribution, and performance against financial and quality performance standards and benchmarks established (for the participation year in which the shared savings were earned) by the ACO Board of Managers. ACO's obligation to make shared savings payments is strictly contingent upon its receipt of shared savings from CMS.

2. *Distribution of Shared Savings.* All shared savings received by ACO (from CMS) shall be distributed as follows (and in the order listed):

a. ACO shall retain five percent (5%) of the total shared savings received.

b. To the extent (i) the ACO participants are not equally affected by a CMS rule or fee schedule change (hereinafter collectively referred to as a "**Rule Change**"), and (ii) the impact of that Rule Change is clearly identifiable in the CMS claims data, then, for each impacted ACO participant, any shared savings earned (for the applicable ACO participation year) will be used to compensate each such ACO participant for up to fifty percent (50%) of the identified impact. The formula and calculations used to determine the amount owed under this Section will be disclosed in advance to all Principal Participants. No shared savings distribution will occur under this Section prior to at least fifty percent (50%) of the Principal Participants approving the formula and calculation used to determine the amounts owed. The ACO participants are solely responsible for notifying the Board of Managers, no later than the last day of the applicable ACO participation year, should they believe they are owed a portion of any shared savings (earned during that ACO participation year) pursuant to this Section 2(b). An ACO participant's failure to provide timely notice shall constitute a waiver to any payment under this Section 2(b).

c. To the extent there are shared savings remaining after the distributions contemplated in Sections 2(a)-(b), then those remaining funds (hereinafter collectively referred to as the "*Remaining Shared Savings*") will be distributed as follows:

i. *ACO participants.* ACO shall distribute forty percent (40%) of the Remaining Shared Savings amongst all Principal Participants. These funds will be allocated based on the pro rata number of Medicare fee-for-service beneficiaries attributed to each Principal Participant (including those attributed to the Non-Principal Participants in its community), during the applicable ACO participation year.

ii. *Targeted Performance.* ACO shall distribute twenty percent (20%) of the Remaining Shared Savings to Principal Participants that meet the target performance standards established by the ACO Board of Managers, as determined by comparing each Principal Participant's performance (including the performance of any Non-Principal Participants in its community) for the performance year in which the shared savings were earned, against objective performance standards established by the ACO Board of

Managers (for the performance year in which the shared savings were earned). The performance standards referenced in this section will be established (and communicated to all Principal Participants) in the 4th quarter of the year immediately preceding the ACO performance year in which said performance standards are to be met. The Board of Managers will have flexibility in determining how these funds are distributed amongst the eligible Principal Participants, provided the distribution allocations are determined in good faith.

iii. *Quality-Based Performance.*

A. *Top Quality Performers.* ACO shall distribute twenty percent (20%) of the Remaining Shared Savings to the Principal Participants in the top fifty percent (50%) of the Principal Participants in the ACO, as determined by comparing each Principal Participant's quality-based performance (including the performance of any Non-Principal Participants in its community) for the performance year in which the shared savings were earned, against the quality standards established by the ACO Board of Managers (for the performance year in which the shared savings were earned). These funds will be allocated based on the pro rata number of Medicare fee-for-service beneficiaries attributed to each eligible Principal Participant (including those attributed to the Non-Principal Participants in its community) during the applicable ACO participation year.

B. *Quality Performers.* ACO shall distribute twenty percent (20%) of the Remaining Shared Savings to the Principal Participants who met the quality standards established by the ACO Board of Managers (for the participation year in which the shared savings were earned). These funds will be allocated based on the pro rata number of Medicare fee-for-service beneficiaries attributed to each eligible Principal Participant (including those attributed to the Non-Principal Participants in its community) during the applicable ACO participation year.

d. *Termination of Participant During Performance Year.* In the event that Participant's participation in the ACO terminates at any time other than December 31 of a Performance Year, Participant's distribution of Shared Savings under this Exhibit E shall be reduced in proportion to the number of days in that Performance Year that Participant is not participating in the ACO. (For example, if Participant terminates participation in the ACO on October 1, Participant shall only be entitled to 273/365ths of the Shared Savings that Participant otherwise would have received.)

e. *Eligibility to Receive Shared Savings.* To qualify for a shared savings distribution, the ACO participant must: (i) comply with all ACO processes, (ii) submit accurate, complete, and timely quality reporting measures, (iii) achieve the minimum financial performance thresholds established by the ACO Board of Managers (for the performance year in which the shared savings were earned), (iv) if applicable, completion of the close-out procedures, and (v) meet or exceed the minimum quality threshold. Any shared savings not paid because of the foregoing shall be reallocated and paid to eligible Principal Participants pursuant to Section 2(c)(ii).

f. *Distributions by ACO Participants.* Each Principal Participant shall establish a local distribution policy that describes how the shared savings it received will be shared or

distributed with the Non-Principal Participants in its community (if any) and its ACO providers/suppliers ("*Local Distribution Policy*"). A Principal Participant's obligation to tender shared savings to the Non-Principal Participants in its community (if any) and its ACO providers/supplier is strictly contingent upon its receipt of shared savings from ACO.

g. *Use of Shared Savings.* Subject to Section 2(e), the ACO participants and ACO providers/suppliers may use all received shared savings for any lawful purpose which is consistent with the terms of this Agreement and the goals and objectives of the Shared Savings Program.

Shared Losses

1. *Distribution of Losses.* ACO shall initially elect to participate in the Shared Savings Program under the BASIC Track, of which glide path levels C through E are two-sided models (hereinafter referred to collectively as "*Two-Sided Tracks*" and individually as a "*Two-Sided Track*"), as these Two-Sided Tracks are described in 42 C.F.R. § 425.605(d)(1)(iii)-(v). Because ACO will be participating in Two-Sided Tracks, ACO potentially has an obligation to re-pay CMS for certain losses described herein. Where ACO incurs a loss requiring repayment to CMS for a particular performance year, ACO shall use the methodology set forth in Section 2, below, to repay CMS. To the extent ACO participates under glide path levels A or B of the Basic Track, there is no repayment obligation to CMS for shared losses.

2. *Repayment Mechanism; Downside Risk Payment.* Participant acknowledges that ACO's participation in Two-Sided Tracks may require repayment to CMS for certain financial losses that result when the aggregate per-beneficiary Medicare Part A and B expenditures for beneficiaries assigned to all ACO participants exceed the benchmark above the CMS established Minimum Loss Rate (MLR)", as set forth in further detail in the MSSP ACO Agreement (hereinafter referred to collectively as "Shared Losses" and individually as a "Shared Loss").

a. ACO shall pay any required Shared Losses using funds deposited in one or more of the following: an escrow account, a surety bond, or line of credit obtained by ACO (as evidenced by a letter of credit upon which the Medicare program can draw) (hereinafter collectively referred to as the "Repayment Mechanism")

b. If ACO elects to use an escrow account as the Repayment Mechanism and Participant is a Principal Participant:

i. Participant shall pay ACO an amount equal to the **lesser of: (y) one percent (1%) of the total per capita Medicare Parts A and B fee-for-service ("FFS") expenditures for its assigned beneficiaries, based on expenditures for the most recent calendar year for which twelve (12) months of data are available; or (z) two percent (2%) of the total Medicare Parts A and B FFS revenue of its ACO participants, based on revenue for the most recent calendar year for which 12 months of data are available ("*Initial Downside Risk Payment*").**

ii. ACO shall annually compare any estimated Initial Downside Risk Payment with the actual Initial Downside Risk Payment calculated using the methodology described herein, and may refund any overpayment or collect any underpayment from Participant, as applicable. Notwithstanding the foregoing, it is the intent of ACO that the value of the Repayment Mechanism will satisfy the minimum requirements to participate in the applicable Two-Sided Track.

iii. ACO shall calculate the required Initial Downside Risk Payment for each Principal Participant (on a per-Principal Participant basis, which will include the Non-Principal Participants in its community associated with the Principal Participant) and shall use the Initial

Downside Risk Payment to secure and fund the Repayment Mechanism. Principal Participant shall tender the Initial Downside Risk Payment within sixty (60) days of demand by ACO.

iv. In the event ACO must draw on the Repayment Mechanism to cover Shared Losses for a given performance year or CMS requires a larger amount to be covered under the Repayment Mechanism due to changes in ACO composition pursuant to 42 C.F.R. § 425.204(f)(4)(iii), Participant shall, to the extent those Shared Losses or changes in ACO composition are caused by or associated with Principal Participant (including any Non-Principal Participants in its community), within sixty (60) days of demand by ACO, provide additional funds to replenish the Repayment Mechanism ("**Replenishment Downside Risk Payment**"). ACO will annually calculate the Replenishment Downside Risk Payment amount owed by Participant, if any. Should those calculations show Participant has contributed more than its pro-rata share of the Repayment Mechanism for the new performance year, then ACO will promptly refund such overpayment to Participant.

v. To the extent Participant is a Principal Participant, for each performance year, Participant shall be responsible for paying all amounts owed in excess of the Initial Downside Risk Payment or, if applicable, Replenishment Downside Risk Payment ("**Excess Losses.**")

vi. Each year, CMS will estimate the amount needed to fund ACO's Repayment Mechanism and will provide that estimate to the ACO. CMS may require ACO to adjust its Repayment Mechanism, including the amount held in its escrow account. If CMS requires ACO to increase the amount of its Repayment Mechanism, including the amount held in its escrow account, ACO will give Participant notice of the amount needed to fund the increased amount, and Participant shall tender its pro-rata share of the amount of the Initial Downside Risk Payment within sixty (60) days of the notice from the ACO.

vii. The Initial Downside Risk Payment, all Replenishment Downside Risk Payments, and any required Participant payments for Excess Losses are collectively referred to as "**Downside Risk Payment.**" Unless otherwise specified in this Exhibit E or required by applicable law, rule or regulation, a Principal Participant's pro-rata share of Downside Risk Payments will be based on the total number of beneficiaries assigned to the Principal Participant for the time period covered by the Downside Risk Payment (including the beneficiaries assigned to any Non-Principal Participant in the Principal Participant's community and associated with the Principal Participant in the ACO.) Participant shall tender its pro-rata share of the Downside Risk Payment within sixty (60) days of the notice from the ACO.

viii. Should Participant fail to timely tender a Downside Risk Payment, then ACO may, in accordance with Section 6(a)(iv)(G) of Exhibit A, without additional notice, terminate Participant's participation in its accountable care organization. Participant hereby expressly authorizes ACO's submission of all necessary paperwork and filings with CMS to effectuate the foregoing.

c. If ACO elects to use a surety bond or line of credit as the Repayment Mechanism and Participant is a Principal Participant, Participant shall be liable for its pro rata share of any Downside Risk Payments, based on the total number of beneficiaries assigned to the Principal Participant for the time period covered by the Downside Risk Payment (including the beneficiaries assigned to any Non-Principal Participant in the Principal Participant's community and associated with the Principal Participant in the ACO.) Participant shall tender its pro-rata share of the Downside Risk Payment within sixty (60) days of the notice from the ACO.

[Remainder of page left blank intentionally]

ACO PARTICIPANT SERVICES AGREEMENT

This ACO Participant Services Agreement (the "Agreement") is entered into effective January 1, 2021 (the "Effective Date") by and between CPSI ACO 3, LLC, a Missouri limited liability company, doing business as Myriad Health Alliance, at 116 Woodgreen Drive, Madison, Mississippi, 39110 ("Myriad") and Tallahatchie General Hospital, a Mississippi Public Owned Hospital, doing business at PO Box 230, Charleston, Mississippi, 38921-0240 ("Participant") as follows:

BACKGROUND RECITALS

Myriad is an Accountable Care Organization ("ACO") participating in the Medicare Shared Savings Program ("MSSP") through an MSSP participation agreement (the "CMS Agreement") with the Centers for Medicare and Medicaid Services ("CMS"). As a limited liability company ("LLC"), Myriad operates pursuant to Myriad's LLC Operating Agreement, to which certain ACO Participants are parties as members (owners) of the LLC. Participant is an ACO Participant pursuant to a shared savings participation agreement (the "SSPA") with Myriad. Myriad, through its own services and those of its selected contract vendors (collectively, with Myriad, the "Myriad Services Group"), has arranged to provide all services necessary to assist Participant with its duties as a Participant in the ACO and to oversee and maintain the Participant and the ACO's compliance with the CMS Agreement and CMS regulations applicable to the ACO and to Participant as a Participant in the ACO (the "ACO Participant Services"), all for the benefit of the patients of Participant and the other ACO Participants. Participant has undertaken certain duties of data gathering, reporting and other cooperation with Myriad outlined in the SSPA, but Participant requires the ACO Participant Services and the expertise and resources of the Myriad Services Group to assist with its performance of those duties and with otherwise meeting the requirements of CMS related to Participant's participation in the ACO. Myriad has no obligation to provide the ACO Participant Services for Participant under the SSPA or the LLC Operating Agreement, but Myriad is willing to provide or otherwise secure the ACO Participant Services for Participant on the terms and conditions outlined in this Agreement, and Participant desires to secure the ACO Participant Services on the terms and conditions outlined in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration which Myriad and Participant agree is sufficient, Myriad and Participant agree as follows:

1. **Provision of ACO Participant Services.** Myriad, through the Myriad Services Group, will provide for Participant the ACO Participant Services to assist Participant with its duties as a Participant in the ACO and to oversee and maintain the Participant's compliance with the SSPA and CMS regulations applicable to the ACO and Participant's participation in the ACO. The ACO Participant Services will include providing management, data analytics and other services necessary to maintain compliance of ACO and the ACO Participants with the requirements of the

MSSP. Some of the ACO Participant Services are set forth in more detail in contracts between Myriad and contract service vendors, which contracts Myriad has provided to Participant.

2. **Required Activities of Participant.** Nothing in this Agreement is intended, nor shall it be construed, to relieve Participant of its non-delegable duties under the SSPA, including the requirements that it: designate and maintain an ACO champion; provide adequate personnel to discharge Participant's obligations under the SSPA; report timely and accurately the quality data and other information related to or affecting the care and treatment of patients represented in the covered lives assigned to it under the ACO; participate in ACO meetings; and cooperate with the Myriad Services Group by providing all information required for the Myriad Services Group to provide the ACO Participant Services.

3. **Service Fees.** Myriad and Participant agree to the following provisions governing the fees for the ACO Participant Services.

a. **Monthly Fee Payments:** In exchange for the ACO Participant Services, Participant agrees to pay to Myriad during the initial one-year term of this Agreement the sum of \$4,449 _____ per calendar month. This monthly fee is based on the budgeted annual expenses of Myriad for providing the ACO Participant Services, the total number of covered lives attributed to the ACO for all participants as of the Effective Date, and on Participant's PMPM Number as of the Effective Date. For purposes of this Agreement, Participant's PMPM Number is the sum of: (1) the total number of lives attributed to Participant's tax identification number ("TIN") in the ACO, plus (2) the total number of lives attributed to the TINs participating in the ACO in conjunction with Participant's SSPA with the ACO, and who are listed in Exhibit A to this Agreement. For any one-year renewal term of this Agreement, Myriad and Participant will agree on the new monthly service fee amount prior to the deadline for giving notice of non-renewal under Section 4 below. If agreement is not reached on the new monthly fee prior to the deadline, then this Agreement will not automatically renew.

b. **Annual True-Up.** On or before February 15 following the end of each performance year, Myriad will determine the actual expenses it incurred in providing the ACO Participant Services during the performance year just ended (the "Actual Expenses") and will compare that number to the budgeted expense amounts for that performance year (the "Budgeted Expenses") on which the fee in Subsection a. above was based. If Actual Expenses exceeded Budgeted Expenses, Participant will pay to Myriad an amount computed by multiplying such excess times Participant's True-Up Percentage (as defined below.) If Budgeted Expenses exceeded Actual Expenses, Myriad will pay to Participant an amount computed by multiplying such excess times Participant's True-Up Percentage. For any one-year term or renewal term of this Agreement, "Participant's True-Up Percentage" will be: (i) the total of the monthly management fees billed to Participant

under Section 3.a. above during the year; divided by (ii) the total of the monthly management fees billed to all ACO Participants during the year.

c. **Invoices and Payments.** Myriad will invoice Participant each month for the services fees specified in Section 3.a. above. Participant agrees to pay the invoice within ten (10) days of receipt, by ACH transfer or a check delivered to Myriad's principal place of business in Madison Mississippi listed on page 1 above. With respect to the annual true up pursuant to Section 3.b. above, Myriad will provide to Participant a complete line item expense report of Actual Expenses that includes comparison columns for Budgeted Expenses and the variance amount, if any, for each expense item. Upon request made within five (5) days of Myriad providing the expense report to Participant, Myriad will make available for Participant's review the necessary internal Myriad records with which the Actual Expenses may be verified. Participant will have five (5) days within which to verify the Actual Expenses and to call to Myriad's attention any errors in reporting the Actual Expenses. Absent Participant calling to Myriad's attention any errors in reporting the Actual Expenses, the party owing the excess expense amount shall pay it within ten (10) days of the date that Myriad first published the report. If Participant calls to Myriad's attention any errors in reporting the Actual Expenses, Myriad shall, within five (5) days, respond in writing with the corrected information in an updated report or an explanation as to why no error was made in the original reporting of expenses. In that event, the party owing the excess expense amount shall pay it within five (5) days after the date that Myriad provided the written response.

4. **Term; Auto-Renewal.** The term of this Agreement shall begin on the Effective Date and continue for one year, unless terminated earlier pursuant to Section 5 below. Thereafter, except as otherwise provided in Section 3.a. above, this Agreement shall automatically renew for successive one (1) year terms unless one party provides the other party written notice of its intent not to renew, and that notice is received by the non-terminating party at least one hundred eighty (180) days prior to the expiration of the then current term.

5. **Termination.** Either party may terminate this Agreement with written notice, subject to a thirty (30) calendar day cure period (measured from the date the non-terminating party first received notice of its alleged breach), without penalty should the other party breach a material obligation arising under this Agreement.

6. **Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement:

a. the parties will remain liable for their respective obligations which accrued prior to expiration or termination, and all provisions which expressly or by implication are intended to survive termination of this Agreement will survive termination;

b. unless prohibited by applicable law, each of the parties will destroy all Confidential Information of the other party in a secure and commercially reasonable manner, in accordance with the destroying party's then current data destruction policies. To the extent such Confidential Information (as defined in Section 11 below) cannot be destroyed, whether due to a technical issue or legal prohibition, the terms of this Agreement related to the protection of Confidential Information will remain in effect until such destruction does occur; and

c. This section will survive the expiration or termination of this Agreement.

7. **Compliance with Laws.** Myriad will (and will cause other members of the Myriad Services Group to) provide the ACO Participant Services in accordance with all applicable federal, state, and local laws and regulations (including, without limitation, the requirements of 42 C.F.R. Part 425).

8. **Access to Books and Records.** Anything contained in this Agreement to the contrary notwithstanding, Myriad agrees that during the term of this Agreement, and for a period of ten (10) years following the termination of this Agreement, or from the date of completion of any applicable audit, evaluation or inspection, whichever is later, Myriad will maintain and give Participant, CMS, the Department of Health and Human Services ("DHHS"), the Comptroller General of the United States, the federal government and their respective designees access to this Agreement and to all books, contracts, records, documents and other evidence (including data related to Medicare utilization and costs, quality performance measures, shared savings distributions, and other financial arrangements related to ACO's and Participant's participation in the MSSP) sufficient to enable the audit, evaluation, investigation and inspection of the ACO and Participant's compliance with the MSSP requirements, the quality of ACO Participant Services as well as the quality of services otherwise provided by ACO and Participant, and the right to any shared savings payment. In addition, Myriad agrees that until the expiration of four (4) years after the furnishing of ACO Participant Services, Myriad will upon written request make available to Participant, DHHS, the Comptroller General of the United States, and to any of their duly authorized representatives, this Agreement and the books, documents and records of the Myriad Services Group that are necessary to certify the nature and extent of costs paid pursuant to this Agreement. Myriad will include in its contracts with its vendors and agents a provision to permit access by Participant, DHHS, the Comptroller General of the United States, or any other duly authorized representatives, to Myriad's contracts with vendors and agents, and to the books, documents and records of Myriad's vendors and agents that are necessary to certify the nature and extent of costs paid by Participant pursuant to this Agreement. As clarification, the parties mutually agree that the foregoing retention obligation does not apply to claims data provided by CMS pursuant to a data use agreement or patient-level data received directly from ACO or its ACO Participants. This section shall survive the expiration or termination of this Agreement.

9. **Exclusions from State or Federal Health Care Programs.** Each of Myriad and Participant represents and warrants to the other that it and its employees, agents and vendors providing or using the ACO Participant Services are not: (a) excluded from participation in any federal or state health care program; or (b) debarred, suspended or otherwise excluded from participating in any federal or state procurement or non-procurement program or activity. Each of Myriad and Participant further represents and warrants that, to the best of its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each of Myriad and Participant will notify the other in writing of the commencement of any such exclusion or investigation of Participant, Myriad or any Myriad vendor, employee or agent providing ACO Participant Services, within five (5) business days of receiving the first notice of such exclusion or investigation. Either party shall have the right to terminate this Agreement immediately if: (a) the other is debarred, suspended or otherwise excluded from participating in any federal or state procurement or non-procurement program or activity; or (b) if any vendor, employee or agent providing ACO Participant Services is debarred, suspended or otherwise excluded from participating in any federal or state procurement or non-procurement program or activity, unless the other party immediately removes such vendor, employee or agent from providing or otherwise being involved with the ACO Participant Services.

10. **Representations, Warranties and Covenants.**

a. In addition to any other representations, warranties, and covenants in this Agreement, each of the parties represents and warrants that it:

i. has full power, authority, and legal right to enter into and perform its obligations under this Agreement; and

ii. will promptly notify the other party of all adverse matters that come to its attention that relate to either parties' performance (or ability to perform) under this Agreement.

b. Myriad represents and warrants that:

i. the ACO Participant Services do not violate any patent, trade secret, or other intellectual property right or proprietary right of any third-party, and, as of the Effective Date Myriad is unaware of any claim alleging such a violation; and

ii. the ACO Participant Services will be performed in a professional and competent manner, conforming to generally accepted and commercially reasonable standards applicable to services provided by nationally recognized firms specializing in the ACO Participant Services being provided hereunder. All Myriad Services Group employees assigned to provide ACO Participant Services under this Agreement have the proper skill, training, and background to provide the ACO Participant Services.

11. **Confidentiality.** As used herein, "Confidential Information" means all confidential and proprietary information of one party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Excepting PHI, Confidential Information shall not include any information that: (a) is or becomes generally known to the public through no fault of Receiving Party; (b) was known to Receiving Party prior to its disclosure by Disclosing Party; (c) was independently developed by Receiving Party without breaching any obligation owed to Disclosing Party; or (d) is received from a third-party without breach of any obligation owed to Disclosing Party. Subject to applicable state sunshine laws, Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written permission. Each party agrees to protect the other party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Receiving Party exercise less than reasonable care in protecting Disclosing Party's Confidential Information. If Receiving Party is compelled by law or legal process to disclose the Confidential Information of Disclosing Party, it shall provide Disclosing Party reasonable prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's sole expense, if Disclosing Party wishes to contest the disclosure. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in violation of this section, the Disclosing Party will have the right to terminate this Agreement.

12. **Shared Savings.** Participant acknowledges that Myriad is entitled to a percentage of any Medicare Shared Savings paid to the ACO by CMS and that Myriad's share of Medicare Shared Savings is governed by the ACO's Shared Savings Distribution Plan and is separate and apart from, and in addition to, the fees Participant has agreed to pay under Section 3 above.

13. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given: (a) when delivered by hand; (b) when received by the intended recipient if sent via nationally recognized overnight courier (delivery receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. All communications contemplated in this section must be sent to the respective parties at the addresses set forth on the top of page 1 (or to such other address that may be designated by a party from time to time) to be effective.

14. **Miscellaneous.** This Agreement is not intended, nor shall it be construed, to amend or otherwise alter the parties' separate rights and obligations under the SSPA or the LLC Operating Agreement. Otherwise, this Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement or representation by the parties. This Agreement may only be amended via a written amendment

or addenda that is signed by both parties. This Agreement may be executed in counterparts. The parties agree that electronic signatures (including, but, not limited to, scanned copies of original signatures) will be accepted as original signatures, and that this Agreement, along with any document created in conjunction with this Agreement, may be maintained in an electronic document storage and retrieval system, and all such copies will be considered an original. If any provision of this Agreement is deemed unlawful or void, or otherwise unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of the remaining provisions. Any waiver by either party of any provision or condition of this Agreement shall not be construed as or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the party to be bound. Notwithstanding anything herein to the contrary, neither party will be responsible for delays or failure in performance of this Agreement (other than a failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, Governmental Authority, civil commotion, labor dispute, unavailability or shortages of materials or data, or any other occurrence beyond its reasonable control. This section shall survive the expiration or termination of this Agreement.

IN WITNESS HEREOF, the undersigned authorized representatives of Myriad and Participant have executed this Agreement as of the Effective Date set forth above.

CPSI ACO 3, LLC, d/b/a Myriad Health Alliance

By: 

Timothy H. Moore, Interim Executive Director

[Tallahatchie General Hospital]

By: 

Jim Blackwood, Chief Executive Officer

EXHIBIT A

Tax Identification Number for Tallahatchie General Hospital
64-6010664

EXHIBIT B

Myriad Health Alliance, LLC
AMENDED AND RESTATED
OPERATING AGREEMENT

December 1, 2021

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("*Agreement*") is made and entered into as of the date specified above ("*Effective Date*") by and among Myriad Health Alliance, LLC, a Missouri limited liability company, and each entity or person identified as a Member on Exhibit A (hereinafter collectively referred to as the "*Members*" and individual as a "*Member*"), as such Exhibit may be amended from time to time (collectively referred to herein as parties). This Agreement, as of the Effective Date, hereby supersedes and replaces the Operating Agreement previously adopted by the Company on January 1, 2019.

Recitals

WHEREAS, the Members desire to evidence in writing their agreement regarding the operation of the Company, and the rights, duties, and obligations of its present and future Members; and

WHEREAS, Members intend to operate the Company in a manner that supports their collective intention to create better care for individuals, better health for populations and lower expenditures related to delivery of health care.

NOW, THEREFORE, the parties agree as follows:

Article I
Formation

1. ***Certificate of Formation.*** The Company was formed pursuant to the Missouri Act upon the filing of Articles of Organization on April 13, 2017, as amended (the "*Articles*" or "*Articles of Organization*") with the Secretary of State of Missouri. Pursuant to the Mississippi Act, the Company registered with the Secretary of State of Mississippi to do business in the State of Mississippi as a Foreign Limited Liability Company on January 16, 2018, the rights and obligations of the Members shall be as provided under the Act, the Articles, and this Agreement.

2. ***Name and Location.*** The name of the Company shall be Myriad Health Alliance, LLC. The principal office and place of business for the Company shall be located at such location or locations as the Members may designate.

3. ***Registered Office and Registered Agent.*** The registered office of the Company shall be as set forth in the Articles.

Article II
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

1. "*Act*" shall mean the Missouri or Mississippi Limited Liability Company Act, as amended, and as referenced. If any conflict arises between the Missouri and Mississippi Act, the Mississippi Act shall control.

2. "*Agreement*" shall mean this Amended and Restated Operating Agreement as amended from time to time.

to time.

3. "**Board of Managers**" or "**Board**" shall mean the governing body of the Company responsible for the Company's overall operations. The composition of the Board of Managers is set forth in Article VI hereof.

4. "**Capital Account**" means, with respect to each Member, the account established on the books and records of the Company for each Member in accordance with this Agreement.

5. "**Capital Contribution**" means the amount of money contributed, the property contributed and/or the value of the services (as agreed by the Board of Managers) rendered to the Company by a Member.

6. "**Cause**" means, with respect to the applicable Person, including, without limitation, a Member, (a) fraud or embezzlement on the part of that Person with respect to Company's assets or property; (b) any act or conduct by that Person which is intended to result in, and results in, material enrichment at the expense of Company or its Members, except for reasonable expenses expressly authorized or ratified by Company; (c) any intentional or grossly negligent act or conduct by that Person that has a material adverse impact on the business of Company or the interests of its Members; (d) that Person's continued failure to perform its duties or responsibilities hereunder, which failure remains uncured for thirty (30) days or more after receipt of written notice stating with specificity the failure; (e) that Person's conviction or admission of a crime of moral turpitude; (f) that Person's failure to comply with all the applicable requirements of the Medicare Shared Savings Program as defined below, and 45 CFR Part 425; (g) exclusion of that Person from participation in any federal health care program; (h) that Person's breach of its Shared Savings Participation Agreement with the Company, including without limitation that Person's failure to contribute any funds or pay any amounts due to Company under its Shared Savings Participation Agreement; (i) that Person's refusal to participate actively in the Company's quality improvement programs; (j) that Person's failure to meet or show consistent improvement toward meeting the Company's quality and performance benchmarks; (k) that Person's failure to fully report or provide the data and information requested by the Company, in the time frames specified by the Company; or (l) that Person's failure to comply with any plan of correction issued by the Company.

7. "**Code**" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any successor codification of the federal tax laws.

8. "**Company**" means the limited liability company identified in the title of this Agreement.

9. "**Company Unit**" or "**Unit**" means a unit of ownership in the Company entitling the Member owner thereof to the rights set forth in this Agreement, including one (1) vote per unit.

10. "**Dilution**" means the prospective reduction of a Member's Interest upon the majority in Interest vote of the Members, unless such vote requires an amount otherwise specified in this Agreement. The Members will determine the amount of Dilution in a fair and equitable manner considering the financial and operational impact on the Company, or as otherwise specified in this Agreement. Notwithstanding the foregoing, a Dilution may not reduce a Member's Interest to zero. In order to enact such Dilution, the Company shall issue additional Units to the non-diluted Members. The issuance of additional Units to enact a Dilution will not require the payment of capital or any other item of value from the non-diluted Members.

11. "**Diluted Member**" means a Member that is or has been subject to a Dilution.

12. "**Expulsion**" has the meaning set forth in Article X, Sections 3 and 9 of this Agreement.

13. "**Interest**" means the entire ownership interest of a Member in the Company at any particular time, including the right of that Member to any and all benefits to which a Member may be entitled as provided in this Agreement and the Act, together with the obligations of that Member to comply with all of the terms and provisions of this Agreement.

1. "**Medicare Shared Savings Program**" shall mean that certain federal government program operated by the Centers for Medicare and Medicaid Services ("**CMS**") as described in the regulations at 42 C.F.R. Part 425 and that certain ACO Participation Agreement entered into and executed between Company and CMS (the "**MSSP Agreement**").

2. "**Member**" shall mean each of the parties who has executed this Operating Agreement or a joinder to this Agreement.

3. "**Membership Interest**" shall mean the entire ownership interest (capital and profits) of a Member in the Company at any time represented by the number of Company Units each Member holds in proportion to the Company Units held by all the Members.

4. "**Net Cash Flow**" with respect to any fiscal period means the Profit or Loss as shown on the books of the Company -- increased by the amount of depreciation and amortization deductions or other deductions in lieu of depreciation taken in computing such Profit or Loss, and further increased by any nontaxable income or receipt of the Company not included in Profit (excluding capital contributions, life insurance proceeds on the life of the Members if any, and the proceeds of any mortgages or of any other Company obligations or loans if any) -- and reduced by: (a) payments upon the principal of any mortgages upon Company property or of any other Company obligations or loans; (b) expenditures not included in Loss for the acquisition of Company property and for capital improvements and/or replacements (except to the extent financed through capital contributions, mortgages on Company property or any other Company obligations or loans, or reserves previously set aside by the Company for such purposes); and (c) such reserves and/or escrows for meeting anticipated expenses or other contingencies as the Members shall deem to be reasonably necessary in the efficient conduct of the Company business.

5. As used in this Agreement, the term "**participant**" and "**participant of the Company ACO**" shall mean those entities, either a Member or non-member, that have entered into and executed a Shared Savings Participation Agreement with the Company, in which such entity agrees to participate in, and comply with the requirements of the Medicare Shared Savings Program, as defined above.

6. "**Person**" means a natural person, partnership (whether general or limited), limited liability company, trust (including a common law trust, business trust, statutory trust, voting trust or any other form of trust), estate, association (including any group, organization, co-tenancy, plan, board, council or committee), corporation, government (including a country, state, county or any other governmental subdivision, agency or instrumentality), custodian, nominee or any other individual or entity (or series thereof) in its own or any representative capacity, in each case, whether domestic or foreign.

7. "**Profit or Loss**" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

a. all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(i) shall be included in computing taxable income or loss;

b. any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

c. any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss.

1. **“Transfer”** means, directly or indirectly, to alienate, sell, give, pledge, hypothecate or transfer any or all of something in any manner.

Article III
Purpose & Authority

1. **Purposes.** The Members recognize their shared, long-standing mission of service to their communities and a desire to continue to meet the lifelong health care needs of patients with high quality and high value. Based on this mission, the Members are creating a clinically integrated network of providers that will participate in coordination of care, active management of chronic diseases and other quality improvement initiatives to support population health management.

In addition to such other purposes as the Members and/or the Board may from time to time establish, the Company is formed for the following purposes to:

- a. Fulfill and effectuate the mission of the Company;
- b. Promote evidence-based medicine and patient engagement, report on quality and cost metrics and coordinate care;
- c. Participate in the Medicare Shared Savings Program as an accountable care organization (an **“ACO”** or when specifically referring to the ACO formed by this Company, the **“Company ACO”**);
- d. Become accountable for the quality, cost and overall care of the Medicare fee-for-service beneficiaries assigned to the Company ACO;
- e. Enable Company ACO participants to work together to manage and coordinate care for Medicare fee-for-service beneficiaries;
- f. Establish, report and work to ensure provider compliance with health care quality criteria, including, without limitation, the quality performance standards developed by the Company ACO;
- g. Fulfill the functions of a Track 1 ACO, as defined and/or specified in the Medicare Shared Savings Program, 42 CFR Part 425 and the MSSP Agreement;
- h. Receive and distribute shared savings;
- i. Strive to improve the health of the populations served by Company's Members;
- j. Repay any monies determined to be owed to CMS, including any shared losses, as defined in Medicare Shared Savings Program; however, in no event shall a Member be obligated to repay more than its Capital Account;
- k. Conduct its activities to promote the charitable and educational purposes of the Members of the Company;
- l. Engage in activities consistent with the regulations adopted by state and federal governments as well as payors to be eligible to participate in shared savings programs;
- m. Develop and implement a clinical integration program (the **“Program”**) which will include active and ongoing initiatives designed to improve the continuity and quality of care in the communities served by the

Company ACO and its participants by promoting collaboration between such participants and monitoring the performance of the Company ACO and its participants to assess the effectiveness of the Program;

a. To do such things and to perform such acts to accomplish its purposes, with all the powers conferred on limited liability companies by the laws of the State of Mississippi; and

b. In order to carry out its purposes, and subject to any limitations herein, the Company is empowered to do any and all acts and things necessary, appropriate, proper and advisable for the furtherance of its purposes and for the benefit of the Company, including but not limited to any activity related or incidental thereto.

All powers expressed in this Section are in definition and not limitation of the general powers and purposes granted companies under the Act, and insofar as the same shall not be specifically set forth, such powers are incorporated herein by reference thereto.

2. ***Restraints on Political Activity.*** In no event shall the Company, directly or indirectly, participate in political campaign activities, make campaign contributions (including, without limitation, contributions to any political action committee) or otherwise take any action that is inconsistent with the restrictions imposed upon a tax-exempt organization related to political activities.

Article IV Member Rights, Obligations & Powers

1. ***Members.*** The Members of the Company and the number of Units owned by each of them shall be listed on Exhibit A. The Company will update Exhibit A from time to time as necessary to accurately reflect the information therein. The Interests of the Members are represented by Units. Unless otherwise approved by the Board of Managers as set forth in this Agreement, the Company will not issue certificates representing Units.

2. ***Corporate Compliance.*** The Members will adopt a corporate compliance program and will conduct the activities of the Company in accordance with all applicable laws and regulations and shall operate the Company in an ethical and businesslike manner.

3. ***Meetings of the Members.***

a. ***Annual Meetings.*** The Members shall hold an annual meeting to discuss Company business and operations. Annual meetings of the Members may be held at the principal office of the Company or at such other location as the Board may designate.

b. ***Special Meetings.*** Special meetings of the Members for any purpose may be called by the Board of Managers or twenty-five percent (25%) of the Members, upon notice in writing of the proposed meeting and the matters proposed to be acted upon. Such meetings may be held at the principal office of the Company or at such other location as the Board may deem appropriate or desirable.

c. ***Notice and Quorum.*** Unless otherwise waived by the Members, notification of any such annual or special meeting will be given not less than five (5) nor more than sixty (60) days before the date of the meeting to the Members at their record address or at such other address which has been furnished by a Member in writing to the Company. Such notification will be in writing, which writing may be provided by electronic transmission, and will state the place, date, hour and purpose of the meeting, and will indicate that it is being issued at or by the direction of the Board of Managers, or the Member or Members calling the meeting. Any annual or special meeting may be held in person, telephonically or via videoconference so long as all Members can hear one another and interact simultaneously throughout the meeting. If a meeting is adjourned to another

time or place, and if any announcement of the adjourned time or place is made at the meeting, it will not be necessary to give notification of the adjourned meeting. Notice of the time, place and purpose of any meeting of Members may be waived by telecopy or other writing, or by electronic transmission, either before or after the meeting, or in any other manner that may be permitted by the laws of the State of Mississippi. Attendance of a person at any meeting of the Members constitutes a waiver of notice of the meeting unless the Member at the beginning of the meeting, or upon its, his or her arrival, objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. A majority of the then current Members constitutes a quorum for the transaction of business. The vote of a majority of the Members present at any meeting at which there is a quorum constitutes the action of the Members, except when a larger vote may be required by this Agreement or by the Act.

a. *No Proxies.* No Member may authorize any person or entity to act on his or her behalf by proxy.

b. *Voting.* Each Member shall have one (1) vote per owned Unit, as reflected in the records of the Company ("*Voting Interests*"). If a Member has a number of Units that includes a fraction, the Member's vote shall also include the fraction (i.e., if a Member owns 8.333 Units, the Member has 8.333 votes). The following actions shall require the affirmative vote of at least seventy-five percent (75%) of all of the Member Units (a "*Supermajority of the Members*"):

1. Any change in the purpose of the Company;
2. Change of control of the Company or merger of the Company with, or the formation or acquisition of, any other business entity, or dissolution of the Company;
3. Any call for additional Capital Contributions to the Company;
4. Any change to the Company's Articles of Organization or Operating Agreement;
5. The incurrence by the Company of any indebtedness above a threshold established from time to time by a Supermajority of the Members;
6. The making of any change in the Company, Members and/or participating providers that would require advising the federal government of such a change;
7. Admission of a new Member;
8. Expulsion of a Member;
9. Amendment of the Agreement;
10. Amendment of the Articles;
11. The Company entering into a contract with an employer or payor for delivery or arrangement of health care services, that includes participation in any type of risk sharing and/or shared savings program, above a risk threshold dollar value or a risk threshold percentage, as set by a Supermajority of the Members from time to time;
12. Sale, lease or mortgage of all or substantially all of Company's assets;
13. Actions that are inconsistent with, or could adversely affect, the tax-exempt status of any Member, provided that the Members have received a written opinion from tax counsel for the Company

or for one (1) or more of the Members that such action is inconsistent with, or could adversely affect the tax-exempt status of a Member; and

1. The Company's termination of a Member's Shared Savings Participation Agreement.

c. *Supermajority Consent by Members Without a Meeting.* Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed (including through electronic means) by that number of Members entitled to vote on the action that own at least seventy-five percent (75%) of the Member Units.

d. *Participants of the Company ACO.* Those participants of the Company ACO that have executed a Non-Member Participant Agreement with the Company ("*Non-Member Participant*") may attend and participate in all meetings of the Members, in an ex officio capacity, without a vote. Such Non-Member Participants will be given notice of annual and special Member meetings as provided for in 4.3(c) above.

4. *Indemnification of Members.* To the greatest extent not inconsistent with the laws of the State of Mississippi, the Company shall indemnify any Member made a party to any proceeding because such individual is a Member, against all liability incurred by the Member provided that:

a. the Member acted in good faith;

b. the Member reasonably believed its conduct was not contrary to the Company's best interest; and

c. the Member's conduct was not willful misconduct or knowingly unlawful. A determination of indemnification shall be made by the Board of Managers and indemnification shall include the payment of all damages and reasonable attorney fees incurred in the action.

5. *Contracts.* Any and all contracts between or among the Members and the Company, or between and among the Company and any third parties, will be in writing, at arm's length, commercially reasonable, consistent with fair market value, and not based in any manner on the volume or value of any referrals or other business generated by the parties.

6. *Authority of the Members.* No Member or Manager, except the Chair of the Board, or his or her designee, has authority to bind the Company. No Member, except the Chair of the Board, or his or her designee, shall make any agreement or execute any document binding, or attempting or purporting to bind, the Company. Nothing in this Section is intended, nor shall it be construed, to allow the Chair of the Board, or his or her designee, to bind the Company to any arrangement not approved by the Board of Managers (or by the Members, if the arrangement involves a matter requiring approval by the Members).

Article V Capital and Expense

1. *Initial Capital Contributions.* The Members have each contributed to the Company cash, property or services rendered (the value of which has been agreed upon by the Board of Managers). By signing this Agreement, each Member is agreeing to, and approving, the adequacy and sufficiency of each Member's Capital Contribution, and the number of Units owned by each Member.

2. *Withdrawal of Capital Contributions.* Except as otherwise provided in Article X below, no Member shall have the right to withdraw or reduce its Capital Contribution without the approval of seventy-five percent (75%) of the Board of Managers (a "*Supermajority*" of the Board of Managers), unless otherwise provided for hereunder. No Member shall have the right to demand or receive property other than cash in return for its
Operating Agreement

Capital Contribution, and no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to profits, losses or distributions.

1. ***Additional Capital Cash Contributions.*** The Members, upon recommendation of the Board of Managers, may from time to time by a vote pursuant to Article IV, Section 3(e) above, agree to make additional Capital Contributions to the Company. Such contributions shall be in their respective Company Membership Interest percentages and shall be required of all Members. If a Capital Contribution is requested to be made, but any Member fails to make its percentage contribution, the remaining Members shall make such contribution for the non-paying Member, or, at the option of the Board of Managers, the Company shall redeem such Member's Units. In the event the Members make the contribution for the non-paying Member, such payments shall for a period of one year thereafter be deemed to be a loan payment repayable by the non-paying Member at the then current prime rate of interest.

If a Member fails to make its percentage contribution because it is a county, municipal or other type of governmental hospital, and it is prohibited by applicable law from making its contribution, then such Member shall have the right to: (a) transfer its Units (in equal amounts) to the other Members that are participants in the Company ACO; (b) withdraw from the Company; and (c) become a Non-Member Participant by entering into the Company's standard Non-Member Participant Agreement (in the form of Exhibit B to this Agreement) with the Company, in lieu of having its Units redeemed by the Company or otherwise being expelled from the Company.

2. ***Interest on Capital Contribution.*** No Member shall be paid interest on any Capital Contribution.

3. ***Loans by Members.*** The Members may (but shall not be obligated to) loan or advance to the Company such funds, at such interest rate or rates and upon such other terms, as they may deem advisable.

4. ***Reimbursement of Expenses Incurred by the Members.*** Upon prior approval of the Board of Managers or its designee, any Member may be reimbursed by the Company for all reasonable and direct expenses incurred by it, subsequent to the execution of this Agreement, in connection with the Company's business, including, but not limited to, legal, accounting, or other professional services.

Article VI Board of Managers

1. ***Board of Managers.*** The Board of Managers will be comprised of not less than six (6) nor more than thirty-five (35) managers (collectively the "***Managers***" and individually a "***Manager***"). The Managers need not be Members of the Company, but not less than seventy-five percent (75%) of the Managers shall be participants of the Company ACO, or representatives of entities that are participants of the Company ACO. With the exception of the one (1) Manager that is designated as the Medicare fee-for-service beneficiary, each Manager will be assigned to one (1) or more Principal Participants (as that term is defined in the Shared Savings Participation Agreement) and shall represent each such Principal Participant at all meetings of the Board of Managers. Acknowledging the Manager's fiduciary obligation to the Company ACO, each Manager shall vote in the manner mandated by his or her assigned Principal Participant(s) (consistent with said Principal Participant's vote at its Steering Committee meetings) on each matter that is voted on by the Board of Managers. For example, assume a Manager represents five (5) different Principal Participants at a meeting of the Board of Managers, and assume three (3) of those Principal Participants voted "no" and two (2) of those Principal Participants voted "yes" (said votes being made at the applicable Steering Committee, by the Steering Committee representatives appointed by each of the Principal Participants to represent its interests), then the Manager would cast a total of five (5) votes (three "no" votes and two "yes" votes) on that specific issue. Should the Manager determine, in his or her sole discretion, that a vote cannot be cast as mandated on behalf of an assigned Principal Participant because it would be a violation of his or her fiduciary obligation to the Company ACO, then the Manager shall abstain from the vote in question on behalf

of that Principal Participant (unless the concern can be resolved through discussions with the applicable Principal Participant prior to said vote).

1. ***Nomination and Election.*** Each Member and Non-Member Participant may annually nominate qualified candidates, during the Board designated nomination period, to serve on the Board, and the Members will elect the Managers from the pool of nominated candidates. The name and available biographical information of each candidate will be provided to the Members prior to each election. If more than thirty-four (34) nominations are made, the thirty-four (34) candidates receiving the highest number of votes shall be elected to the Board. If thirty-four (34) or fewer nominations are made, each nominated candidate shall be elected to the Board. In addition, the Board shall elect to the Board of Managers at least one individual who is a Medicare fee-for-service beneficiary who is served by the Company ACO, who does not have a conflict of interest with the Company ACO, and who has no immediate family with a conflict of interest with the Company ACO. At least seventy-five percent (75%) of the Managers shall be participants in the Company's ACO, or representatives of entities that are participants in the Company's ACO. If, and only as, necessary to satisfy the requirement that at least seventy-five percent (75%) of the Managers shall be participants or representatives of entities that are a participant in the Company's ACO, the Member(s) that own or operate a hospital participating in the Company ACO shall nominate to the Board of Managers at least one (1) individual who is a participant or a representative of an entity that is a participant in the Company's ACO. The Company's Executive Director and Medical Director, whose appointment and removal are under the control of the Board of Managers, shall be members of the Board of Managers, and shall attend all meetings of the Board of Managers. The Executive Director will not have a vote.

2. ***Composition and Qualifications.*** All Managers shall be at least eighteen (18) years of age, shall support and promote the mission and purposes of the Company, and shall support and promote the goals of the Medicare Shared Savings Program and the general aims of better care for individuals, better health for populations, and lower growth and health care expenditures. Managers nominated by a Member or a Non-Member Participant shall be an individual who is a senior officer of the Member or Non-Member Participant (i.e., president, chief executive officer, chief operating officer, chief medical officer, chief financial officer or vice-president). The Members may from time to time elect as a Manager a highly qualified individual who is not a participant or designated representative of a participant if the individual possesses a needed perspective or expertise, so long as: (a) the total number of Managers does not exceed the maximum number of Managers identified in Article VI, Section 1; (b) at least one (1) member of the Board of Managers is a Medicare fee-for-service beneficiary served by the Company ACO; and (c) at least seventy-five percent (75%) of the Managers are either a participant or a representative of an entity that is a participant. Each Manager shall, for each Principal Participant assigned to such Manager, have one (1) vote on each matter submitted to a vote at a meeting of the Board of Managers.

3. ***Resignation and Removal.*** A Manager may resign by written notice to the Company. The resignation is effective on its receipt by the Company or at a subsequent time as set forth in the notice of resignation. Unless otherwise provided by applicable law, a Manager may be removed for cause by a vote of a Supermajority of the Managers.

4. ***Vacancies.*** Vacancies in the Board of Managers occurring by reason of the death, resignation or removal of a Manager, shall be filled by a vote of the Members. Vacancies in the Board of Managers occurring by reason of the death, resignation or removal of a Manager elected by the Board, shall be filled by a vote of the Managers electing a qualified candidate nominated by a Member. Such election shall occur at the next regular or special meeting of the Managers that permits adequate time for the nomination and review of candidates. Each person so elected shall be a Manager for a term of office continuing only until the next annual meeting of the Managers. A vacancy that will occur at a specific date, by reason of a resignation effective at a later date or otherwise, may be filled before the vacancy occurs, but the newly elected Manager may not take office until the vacancy occurs.

1. **Annual Meeting.** The Board of Managers shall meet annually at such time and place as the Board of Managers may determine or by remote/electronic communication, to consider such business that may properly be brought before the meeting; provided that, if less than a majority of the Managers appear for an annual meeting of the Board of Managers, the holding of the annual meeting shall not be required and the matters that might have been taken up in it may be taken up at any later regular, special or annual meeting, or by consent resolution.

2. **Regular and Special Meetings.** Regular meetings of the Board of Managers or any committee of Managers may be held at the times and places, or by remote/electronic communication, that the majority of the Managers or committee members may from time to time determine at a prior meeting or as shall be directed or approved by the vote or written consent of a majority of Managers or committee members. Special meetings of the Board of Managers may be called by the Chair of the Board of Managers or the Executive Director, and shall be called by the Executive Director or Secretary on the written request of any two (2) Managers. Special meetings of a committee of Managers may be called by the chair of the committee and shall be called by the chair of the committee on the written request of any two (2) committee members.

3. **Notices.** Not less than five (5) days written notice shall be required for annual or regular meetings of the Board of Managers or for adjourned meetings, whether regular or special. Not less than fifteen (15) days written notice shall be given for special meetings of the Board of Managers or any committee of Managers, and the notice shall state the time, place, if any, and purpose or purposes of the meeting. Notice of the time, place, if any, and purpose of any meeting of Managers or committee of Manager may be waived by telecopy or other writing, or by electronic transmission, either before or after the meeting, or in any other manner that may be permitted by the laws of the State of Mississippi. Attendance of a person at any meeting of the Managers, or at any meeting of a committee of Managers, constitutes a waiver of notice of the meeting, unless the Manager at the beginning of the meeting, or upon its, his or her arrival, objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

4. **Quorum.** A majority of the Board of Managers then in office, or of the members of any committee, constitutes a quorum for the transaction of business. The vote of a majority of the Managers, or committee members, present at any meeting at which there is a quorum constitutes the action of the Board of Managers, or of such committee, except when a larger vote may be required by this Agreement or by the Act. A member of the Board of Managers or of a committee may participate in a meeting by teleconference, telephone or other means of remote communication through which all persons participating in the meeting can communicate with each other. Participation in a meeting in this manner constitutes presence in person at the meeting.

5. **Dissents.** A Manager who is present at a meeting of the Board of Managers, or a committee of which the Manager is a member, at which action on a corporate matter is taken, is presumed to have concurred in that action unless the Manager's dissent is entered in the minutes of the meeting or unless the Manager files a written dissent to the action with the person acting as secretary of the meeting before the adjournment of it or forwards the dissent by registered mail to the secretary of the Company promptly after the adjournment of the meeting. The right to dissent does not apply to a Manager who voted in favor of the action. A Manager who is absent from a meeting of the Board of Managers or a committee of which the Manager is a member, at which any such action is taken, is presumed to have concurred in the action unless he or she files a written dissent with the secretary within a reasonable time after the Manager has knowledge of the action.

6. **Compensation.** No Manager shall receive any compensation from the Company for services to the Company as a Manager or officer, or as a member of a committee of the Managers. Nothing herein shall be construed to preclude a Manager from serving in any other capacity or receiving compensation for such service from the Company.

1. ***Executive and Other Committees.*** The Chair, Chair-Elect, Immediate Past Chair, Secretary/Treasurer, and Executive Director (without vote) of the Company shall constitute the Executive Committee to exercise all powers and authorities of the Board of Managers in managing the business and affairs of the Company, except that the Executive Committee shall not have power or authority to (a) amend this Agreement; (b) adopt an agreement or plan of merger, consolidation or unit exchange; (c) recommend to Members the sale, lease, or exchange of all or substantially all of the Company's property and assets; (d) recommend to Members a dissolution of the Company or revocation of a previously-approved dissolution; (e) develop, implement or amend any shared savings distribution plan unless expressly authorized by the Board of Managers; (f) fill vacancies in the Board of Managers; (g) declare a dividend or authorize the issuance of stock or Units, unless expressly authorized by the Board of Managers; and/or (h) take any other action specifically reserved for the Supermajority of Members as set forth in Section IV, 3(e). The Chair may appoint non-voting advisory members to the Executive Committee. In addition to the Executive Committee, the Board of Managers shall establish a Finance Committee, an Information Technology Committee, a Quality and Performance Improvement Committee, an Evidence-Based Medicine Committee and a Care Coordination and Patient Engagement Committee, as provided for in this Agreement. The Board of Managers from time to time may, by resolution, appoint other committees of at least two (2) or more Managers to have the authority that shall be specified in the resolution making the appointments; provided, that the Company shall at all times maintain the Executive Committee and those committees described in Article VII of this Agreement. In the absence or disqualification of a committee member, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in place of such absent or disqualified member. All members of these committees, as well as any other committees created by the Executive Committee, must be Members and/or Managers.

2. ***Authority of the Managers.*** No Manager, except the Chair of the Board, or his or her designee, has authority to bind the Company. No Manager, except the Chair of the Board, or his or her designee, shall make any agreement or execute any document binding, or attempting or purporting to bind, the Company. Nothing in this Section is intended, nor shall it be construed, to allow the Chair of the Board, or his or her designee, to bind the Company to any arrangement not approved by the Board of Managers (or by the Members, if the arrangement involves a matter requiring approval by the Members).

3. ***Indemnification of Managers.*** To the greatest extent not inconsistent with the laws of the State of Mississippi, the Company shall indemnify any Manager made a party to any proceeding because such individual is a Manager, against all liability incurred by the Manager provided that:

- a. the Manager acted in good faith;
 - b. the Manager reasonably believed her/his conduct was not contrary to the Company's best interest;
- and
- c. the Manager's conduct was not willful misconduct or knowingly unlawful. A determination of indemnification shall be made by the Board of Managers and indemnification shall include the payment of all damages and reasonable attorney fees incurred in the action.

Article VII Leadership & Management

1. ***Structure.*** The Company shall have a leadership and management structure that includes clinical and administrative systems that align with and support: (a) the mission and purposes of the Company; (b) the goals of the Medicare Shared Savings Program; and (c) the aims of better care for individuals, better health for populations and lower growth in health care expenditures.

1. **Operational Management.** The Company's operations shall be managed by an Executive Director who shall be selected by the Board of Managers, and serve at the pleasure of the Board of Managers (the "**Executive Director**"). The leadership team of the Company shall have demonstrated the ability to influence or direct clinical practice to improve efficiency processes and outcomes.

2. **Clinical Management.** Clinical management and oversight shall be managed by a medical director who is appointed by the Board of Managers, and who shall serve at the pleasure of the Board of Managers (the "**Medical Director**"). The Medical Director shall be a physician who is physically present on a regular basis at a clinic, office or other location of the Company ACO, participant or provider/supplier, and who is a board-certified physician licensed to practice medicine in a State in which the Company ACO operates.

3. **Commitment of Participants, Providers and Suppliers.** Each participant, provider and supplier of the Company ACO shall demonstrate a meaningful commitment to the mission of the Company ACO to ensure the Company ACO's likely success. Such meaningful commitment may include, for example, sufficient financial or human investment (for example, time and effort) in the ongoing operations of the Company ACO such that the potential loss or recoupment of the investment is likely to motivate the participant, provider or supplier to achieve the Company ACO's mission. A meaningful commitment can also be demonstrated by a Company ACO participant, provider or supplier if such participant, provider or supplier agrees to comply with and implement the Company ACO's processes that promote evidence-based medicine and patient engagement, the reporting of quality and cost metrics, and the coordination of care, and is held accountable for meeting the Company ACO's performance standards for each process.

The Board of Managers shall promote a focus on patient centeredness and integrate such focus on patient centeredness into practice by having leadership and management work with the Company's health care teams, participants, providers, and suppliers to fulfill the Company ACO's processes. Pursuant to the terms of this Agreement, the Board of Managers has appointed or shall appoint committees that, subject to the Board's review and approval, are responsible for the ACO's quality assurance and improvement program, which shall develop, define, establish, implement, evaluate and periodically update the Company's processes to promote evidence-based medicine and patient engagement, report on quality and cost metrics, and coordinate care. All such committees shall be comprised of Members and/or Managers.

4. **Committees.** In addition to the Executive Committee, and such other committees as the Board of Managers may appoint from time to time pursuant to the provisions of Article VI, Section 12, the Board of Managers shall establish and appoint a Finance Committee, an Information Technology Committee, a Quality and Performance Improvement Committee, an Evidence-Based Medicine Committee and a Care Coordination and Patient Engagement Committee. The purpose and structure of such committee shall be as follows:

a. **Finance Committee.** The Finance Committee shall be responsible for budget and asset management, the oversight of Company accounting and accounting systems, debt management, investments and financial reporting. This committee shall ensure that the financial records of the Company are kept in conformity with generally accepted accounting principles, and in accordance with the applicable requirements of state and federal law, including, without limitation, the requirements of the Medicare Shared Savings Program. This committee shall ensure the Company develops and maintains effective and efficient financial planning, reporting and central support systems in order to support participants in achieving the mission and purposes of the Company. This committee shall provide the Board of Managers with financial information on a timely and meaningful basis, and will assist the Board of Managers in developing shared savings and other performance compensation for the Company ACO's participants, providers and suppliers. The Finance Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the Secretary/Treasurer of the Company. Members of the Finance Committee need not be Managers of the Company. The

decisions and actions of the Finance Committee are subject to the review and approval of the Board of Managers.

a. ***Information Technology Committee.*** The Information Technology Committee shall ensure that the Company ACO has the information technology systems, access and training necessary for the Company ACO to fulfill the mission and purposes of the Company. This committee shall also ensure that the Company collects and reports data in accordance with the requirements of the Medicare Shared Savings Program and the Company's data use agreement with CMS. The Information Technology Committee shall also be responsible for Company's collection and reporting of that data required for compliance with, and participation in, the Medicare Shared Savings Program. This committee will assess the capabilities and adequacy of the Company's information technology systems, infrastructural and training, and will make recommendations to the Board of Managers. The Information Technology Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the individual appointed by the Board of Managers. Members of the Information Technology Committee need not be Managers of the Company. The decisions and actions of the Information Technology Committee are subject to the review and approval of the Board of Managers.

b. ***Quality and Performance Improvement Committee.*** The Quality and Performance Improvement Committee will assist and oversee the Company's development, implementation, evaluation and periodic update of Company systems and infrastructure that promote Company processes, including Company processes to promote quality and performance improvement, and to report on quality and cost metrics. The Quality and Performance Improvement Committee shall ensure that the Company has in place systems and processes that define, measure, track and report on ACO participant and provider performance. This committee shall also ensure the Company has in place systems and processes that report quality and performance data to Company ACO participants and providers, that identify and propose improvements to processes relevant to quality and performance, and provide participant and provider mentoring, training and technical support. This committee will assess the effectiveness of the Company's systems in supporting Company quality, performance improvement and quality/cost reporting processes, and will make recommendations to the Board of Managers. The Quality and Performance Improvement Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the individual appointed by the Board of Managers. Members of the Quality and Performance Improvement Committee need not be Managers of the Company. The decisions and actions of the Quality and Performance Improvement Committee are subject to the review and approval of the Board of Managers.

c. ***Evidence-Based Medicine Committee.*** The Evidence-Based Medicine Committee will assist and oversee the Company's development, implementation, evaluation and periodic update of Company systems and infrastructure that promote Company processes that promote evidence-based medicine. The Evidence-Based Medicine Committee shall ensure that the Company has in place systems and processes that define, measure, track and report on ACO participant and provider performance related to use of evidence-based medicine. This committee shall also ensure the Company has in place systems and processes that report performance data related to evidence-based medicine to Company ACO participants and providers, that propose improvements to processes relevant to evidence-based medicine, and provide participant and provider mentoring, training and technical support. This committee will assess the effectiveness of the Company's systems in supporting Company evidence-based medicine and will make recommendations to the Board of Managers. The Evidence-Based Medicine Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the Medical Director. The members of the Evidence-Based Medicine Committee need not be Managers of the Company. The decisions and actions of the Quality and Evidence-Based Medicine Committee are subject to the review and approval of the Board of Managers.

d. ***Care Coordination and Patient Engagement Committee.*** The Care Coordination and Patient Engagement Committee shall oversee and assist the Company to develop processes for monitoring and

analyzing issues related to the coordination of care across the various providers and care settings applicable to patients treated through the Company ACO or its participants, identifying opportunities for improved efficiencies, performance and outcomes, and making recommendations regarding improvement strategies to the Board of Managers. This committee shall also be responsible for overseeing and assisting the Company to develop processes measuring and reporting on patient experience of care, as provided by Company ACO providers and suppliers, and for advising and making recommendations to the governing board regarding improvement strategies. This committee shall also oversee and assist the Company to develop community outreach initiatives that integrate patients into the care process through outreach and education programs designed to bring quality care to as many patients as possible, while empowering patients to gain the most from their physician-patient relationship. This committee will review and consider the information collected from patient-caregiver experience surveys and shall use such information to assist the Company to develop new outreach and educational programs. The Care Coordination and Patient Engagement Committee shall consist of not less than three (3) nor more than ten (10) individuals, and shall be chaired by the individual appointed by the Board of Managers. The members of the Care Coordination and Patient Engagement Committee need not be Managers of the Company. The decisions and actions of the Care Coordination and Patient Engagement Committee are subject to the review and approval of the Board of Managers.

a. *Steering Committee.* The Steering Committees shall provide guidance on strategic decisions for the Company ACO, and assist with holding the Company's management accountable for the Company's activities as an ACO participating in the Medicare Shared Savings Program. The Company may have more than one (1) Steering Committee. The Members will determine the number of Steering Committees and which participants are assigned to each Steering Committee. All Principal Participants will be on one (1) Steering Committee. Each Principal Participant is entitled to one (1) vote for all matters voted on. The voting representatives of each Steering Committee shall have a fiduciary duty to the Company (including the duty of loyalty), as an accountable care organization participating in the Medicare Shared Savings Program, and shall act consistent with that fiduciary duty. Each Steering Committee shall consist of not less than three (3) nor more than ten (10) individuals.

Article VIII Officers

1. *Officers.* The officers of the company shall be a Chair, a Chair-Elect, Immediate Past Chairperson, and a Secretary/Treasurer of the Company, and may include one (1) or more Vice-Presidents, Assistant Secretaries, or Assistant Treasurers. Any two (2) or more of the preceding offices, except those of Chair and Chair-Elect, may be held by the same person. No officer shall execute, acknowledge, or verify an instrument in more than one (1) capacity if the instrument is required by law or this Agreement to be executed, acknowledged, or verified by two (2) or more officers.

2. *Terms of Office* The term of office for the Chair-Elect, the Chair and the Immediate Past Chair shall each be one (1) year. The Chair-Elect shall succeed to the position of Chair at the end of his term as Chair-Elect, and the Chair shall succeed to Immediate Past Chair at the end of his term as Chair. The term of office of the Secretary/Treasurer shall be two (2) years. All terms of office shall run from January 1 through December 31.

3. *Elections.* All officers shall be nominated by the Board of Managers and elected by a majority vote of the Members at the annual Membership meeting. Additional nominations may be made by any Member prior to or at the annual Membership meeting. Initially, the positions of Chair-Elect, Chair, Immediate Past Chair, and Secretary/Treasurer shall be nominated and elected. Thereafter, the position of Chair-Elect shall be elected annually, and the position of Secretary/Treasurer be nominated and elected every two years.

4. *Resignation, and Removal.* An officer may resign by written notice to the Company. A resignation

is effective on its receipt by the Company or at a subsequent time specified in the notice of resignation. An officer may be removed by the Board of Managers with or without cause. The removal of an officer shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer does not of itself create contract rights.

5. *Vacancies.* The Board of Managers may fill any vacancies in any office occurring for whatever reason.

6. *Authority.* All officers, employees, and agents of the Company shall have the authority and perform the duties to conduct and manage the business and affairs of the Company that may be designated by the Board of Managers and this Agreement.

7. *Chair.* The Chair shall preside at all meetings of the Members and of the Board of Managers at which the Chair is present, make committee appointments as provided in this Agreement, and shall otherwise preside over the Board of Managers and the affairs of the Company.

8. *Executive Director.* The Executive Director shall be selected by the Board to serve as the chief executive officer of the Company. The Executive Director will serve at the pleasure of the Board of Managers and not for a specified term. The Executive Director shall see that all directives and resolutions of the Board of Managers are carried into effect, shall have the general powers of supervision and management usually vested in the chief executive officer of an entity substantially similar to the Company, including, with the Board of Manager's approval, the authority to vote all securities of other corporations and business organizations that are held by the Company, and shall have the general powers of supervising and managing the day-to-day operations of the Company, including the Company ACO. The Executive Director shall be an ex officio member of the Board of Managers, without a vote, and shall serve at the pleasure of the Board of Managers.

9. *Chair-Elect.* In the absence or disability of the Chair, or if that office has not been filled, the Chair-Elect shall perform the duties and execute the powers of the Chair, as set forth in this Agreement.

10. *Vice-Presidents.* The Vice-Presidents, in order of their seniority or as otherwise designated by the Board of Managers, shall, in the absence or disability of the Executive Director, perform the duties and exercise the powers of the Executive Director and shall perform any other duties that the Board of Managers or the Executive Director may from time to time prescribe.

11. *Secretary/Treasurer.* The Secretary/Treasurer shall attend all meetings of the Board of Managers and Members and shall record all votes and minutes of all proceedings in a book to be kept for that purpose; shall give or cause to be given notice of all meetings of the Members and the Board of Managers; and shall keep in safe custody the seal of the Company, if any, and, when authorized by the Board of Managers, affix it to any instrument requiring it, and when so affixed it shall be attested to by his/her signature or the signature of an Assistant Secretary. He/she shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in the books of the Company, including, but not limited to, the Member's Capital Accounts, and shall deposit all monies and other valuable effects in the name and to the credit of the Company in the depositories that may be designated by the Board of Managers. The Secretary/Treasurer shall render to the Executive Director and Board of Managers, whenever they may require it, an account of his or her transactions as Treasurer and of the financial condition of the Company. The Secretary/Treasurer may delegate any of the duties, powers, and authorities of the Secretary to one (1) or more Assistant Secretaries, unless the delegation is disapproved by the Board of Managers.

12. *Assistant Secretaries and Treasurers.* The Assistant Secretaries, if any, in order of their seniority, shall perform the duties and exercise the powers and authorities of the Secretary in case of the Secretary's absence or disability. The Assistant Treasurers, in the order of their seniority, shall perform the duties and exercise the powers and authorities of the Treasurer in case of the Treasurer's absence or disability. The Assistant Secretaries and

Assistant Treasurers shall also perform the duties that may be delegated to them by the Secretary and Treasurer, respectively, and also the duties that the Board of Managers may prescribe.

Article IX Conflict of Interest

The Company shall have a conflict of interest policy that applies to all members of its Board of Managers. The conflict of interest policy shall:

1. Require each member of the Board of Managers to disclose relevant financial interests;
2. Provide a procedure to determine whether a conflict of interest exists and sets forth a process to address any conflicts that arise; and
3. Shall address remedial action for members of the Board of Managers that fail to comply with the policy.

Article X Transfer of Interest

1. **Transfer of Units.** Except as otherwise provided in Article V or this Article X, no Member may Transfer, in whole or in part, any interest or rights in that Member's Interest or Units in the Company.

2. **Withdrawal of a Member.** It is the intent of the Members, and a purpose of the Company, that the Company shall participate in the Medicare Shared Savings Program as an ACO. In order to participate in the Medicare Shared Savings Program, the Company must enter into and execute an MSSP Agreement. No Member may withdraw from the Company prior to the expiration or termination of the Company's first MSSP Agreement, or during the term of any subsequent MSSP Agreement. A Member may withdraw from the Company effective upon the date of expiration or termination of the then-current MSSP Agreement (the "**Termination Effective Date**"), and then only if the Member gives the Company and each of the other Members notice of its intent to withdraw not less than One Hundred Eighty (180) days prior to the Termination Effective Date. Notwithstanding the foregoing, a Member may withdraw from the Company prior to the effective date of Company's participation in the Medicare Shared Savings Program (upon one hundred twenty (120) days prior written notice to the Company and the other Members) if the Company has not executed an MSSP Agreement: by (a) February 1, 2019; or (b) before the date the withdrawing Member sent its notice of withdrawal. A Member withdrawing must satisfy its then-current obligations to the Company, including, without limitation, any obligations under the withdrawing Member's Shared Savings Participation Agreement with the Company. The withdrawing Member shall cease to be a Member of the Company at the end of the notice period. All rights associated with that withdrawing Member's Interest in the Company shall immediately terminate on the effective date of the Member's withdrawal. Withdrawing from the Company shall not terminate, or relieve the withdrawing Member of any obligation it may have under, the withdrawing Member's Shared Savings Participation Agreement with the Company or the Medicare Shared Savings Program.

3. **Expulsion for Cause.** In addition to, and not in lieu of, any other penalty or consequence described in this Agreement or any other related agreement, a Member may be removed from the Company for Cause by a Supermajority of the Members. If the Members vote to remove a Member pursuant to this Article X, Section 3 or the Member is removed as otherwise expressly set forth in this Agreement (an "**Expulsion**"), that Member shall satisfy its then-current obligations to the Company, including, without limitation, its obligations under its Shared Savings Participation Agreement, as determined by the Board of Managers. All rights associated with the Expelled Member's Interest in the Company shall immediately terminate. The Expelled Member will be liable for any actual

and/or consequential damages incurred by Company or another Member that result directly or indirectly, in whole or in part, from such Cause or the Expulsion: provided, however, this obligation shall not apply if the Member's expulsion was due to the Member's legal inability to make an approved capital contribution.

4. *Dilution for Cause.* In addition to, and not in lieu of, any other penalty or consequence described in this Agreement or any other related Agreement, a Member may be subjected to Dilution for Cause by a Supermajority of the Members. However, such Dilution shall not be zero. Upon such Dilution, all rights associated with the Diluted Member's redeemed Units shall immediately terminate. The Diluted Member will be liable for any actual and/or consequential damages incurred by the Company or any other Member that result directly or indirectly, in whole or in part, from such Cause. This provision and obligation of the Member shall survive the Member's Expulsion, and the dissolution and winding-up of the Company.

5. *Dilution for Failure to Participate in Capital Call.* In addition to, and not in lieu of, any other penalty or consequence described in this Agreement or any other related Agreement, if a Member fails to respond or timely satisfy an additional Capital Contribution obligation under this Agreement, the Member that fails to respond or timely satisfy an additional Capital Contribution may be subject to Dilution for Cause as described in the preceding paragraph. If a Member fails to make its percentage contribution because it is a county, municipal or other type of governmental hospital, and it is prohibited by applicable law from making its contribution, then such Member shall have the right to: (a) transfer its Units (in equal amounts) to the other Members that are participants in the Company ACO; (b) withdraw from the Company; and (c) become a Non-Member Participant by entering into the Company's standard Non-Member Participant Agreement (in the form of Exhibit B to this Agreement) with the Company, in lieu of having its Membership Interest diluted.

6. *Redemption of a Diluted Member's Interest.* Any Diluted Member whose Interest falls below ten percent (10%) of the Company due to Dilution may have its remaining Interest redeemed upon a majority vote of the Members. If a Member fails to make its percentage contribution because it is a county, municipal or other type of governmental hospital, and it is prohibited by applicable law from making its contribution, then such Member shall have the right to: (a) transfer its Units (in equal amounts) to the other Members that are participants in the Company ACO; (b) withdraw from the Company; and (c) become a Non-Member Participant by entering into the Company's standard Non-Member Participant Agreement (in the form of Exhibit B to this Agreement) with the Company, in lieu of having its Units redeemed by the Company or otherwise being expelled from the Company.

7. *Transfers Approved by Company.* The provisions of this Article X shall apply to the Transfer of all or any portion of, or any interest or rights in, a Member's Interest or Units in the Company on such terms and conditions and for such price as approved by a Supermajority vote of the Board of Managers and a Supermajority of the Members. Notwithstanding anything to the contrary set forth in this Agreement, it shall be a condition to any Transfer of a Member's Units that the proposed transferee execute and deliver to Company an agreement, acceptable to a Supermajority of the Members, pursuant to which the transferee agrees to be bound by all the terms and conditions of this Agreement as a Member of Company.

8. *Redemption Price for Certain Transfers.* Notwithstanding anything in this Agreement to the contrary, if: (a) a Member's Interest in Company is redeemed pursuant to Article X, Section 6; (b) a Member withdraws pursuant to Article X, Section 2; or (c) a Member is expelled pursuant to Article X, Section 3; the departing Member shall be entitled to receive, in cash, the greater of the amount in its capital account, if any, or One Dollar (\$1.00) to be distributed in a lump sum or in equal quarterly installments over a period of up to five (5) years at the discretion of the Board of Managers.

9. *Termination of a Member's Shared Savings Participation Agreement.* If a Member or the Company terminates the Member's Shared Savings Participation Agreement with the Company prior to January 1, 2021 or during the term of any MSSP Agreement, the Member will be deemed to have been expelled from the Company. If the Member provides the notice required in Article X, Section 2, a Member's termination of its Shared

Savings Participation Agreement with the Company at the expiration of an MSSP Agreement will be deemed a voluntary withdrawal from the Company.

10. *Reasonableness.* Each Member hereby acknowledges the reasonableness of the provisions set forth in this Article X in view of the purposes of the Company and the relationship of the Members. The Transfer of any Units, membership rights or Interests in violation of this Article X shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Units, membership rights or an Interest are attempted to be transferred in violation of this Article shall not obtain any rights with respect to the Company.

Article XI

Allocation of Income & Loss; Cash Distributions

1. *Capital Accounts.* Each Member shall have a Capital Account. The Capital Account of each Member shall be maintained in compliance with the provisions of Treasury Regulation Section 1.704-1(b), and the provisions of this Agreement relating to the maintenance of Capital Accounts and shall be interpreted and applied in a manner consistent with that Regulation. No interest shall be payable on the Capital Accounts of the Members.

If any Unit is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that the Capital Account is attributable to the transferred Unit.

2. *Allocation of Shared Savings Income or Loss.* Income, gain, expense and loss, but not shared savings, shall be allocated consistent with Membership Interest. Any shared savings paid to the Company ACO shall be distributed pursuant to the terms of the Shared Savings Participation Agreements between the Company ACO and its participants.

3. *Distribution of Net Cash Flow.* Net Cash Flow shall be distributed as follows:

a. All Net Cash Flow deemed by the Board of Managers to be necessary for the conduct of the Company's business shall be retained by the Company and shall not be distributed; and

b. All Net Cash Flow remaining after the application of Paragraph (a) above shall be distributed to the Members, based on a schedule established by the Board of Managers, in accordance with their Membership Interest percentages in effect at the time of such distribution.

Notwithstanding the foregoing, the Board of Managers will use its best efforts to distribute cash sufficient to cover the projected tax liability incurred by Members related to ownership of Units in the Company, so long as such distribution does not interfere with the priorities set forth in this Article XI, and provided such distributions are made *pro rata* in accordance with the Members' respective Membership Interests. Any such distribution shall be made in anticipation of necessary cash reserves.

Article XII

Dissolution & Winding Up of the Company

1. *Term.* The existence of the Company shall continue in perpetuity, unless the Company is dissolved as provided for in this Article XII.

2. *Dissolution of the Company.* The Company shall be dissolved upon:

a. A decision of the Members as provided in Article IV hereof;

b. Entry of a decree of judicial dissolution; or

c. Mutual Agreement of all the Members.

3. **Winding Up of the Company.** Upon the dissolution, the Company may only carry on the business appropriate to wind up and liquidate its business and affairs including collecting its assets, disposing of property that will not be distributed to Members, discharging or making provision for the discharge of its liabilities, distributing its remaining property to its Members, and doing every other act necessary to wind up and liquidate its business and affairs, including without limitation complying with the Company's obligations, if any, under the Medicare Shared Savings Program regulations. Upon the winding up of the Company, the Company property shall be distributed:

a. to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company; and

b. to Members in accordance with their positive capital account balances after taking into account all capital account adjustments for the Company's taxable year in which the liquidation occurs.

All Company assets shall be distributed by the later of: (i) the last day of the tax year of the liquidation as defined in Treasury Regulation 1.704-1(b)(2)(ii)(g); or (ii) 180 days after the liquidation.

4. **Negative Capital Account Restoration.** Upon the dissolution and liquidation of the Company, if any Member has a negative Capital Account balance after crediting all income upon sale of the Company's assets that have been sold and after making the distributions provided for in Article XII, Section 2(a), then that Member shall be obligated to contribute to the Company an amount equal to the negative Capital Account balance for distribution to creditors or to Members with positive Capital Account balances, in accordance with this Agreement.

5. **Final Reports.** Within a reasonable time following the completion of the liquidation of the Company's properties, the Board of Managers, or such other Person or Persons as the Board of Managers may designate from time to time, shall supply to the Members a statement that shall set forth the assets and liabilities of the Company as of the date of complete liquidation, and each Member's portion of distributions pursuant to Article XII, Section 3.

6. **Rights of Members.** Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and that Member's Capital Contribution (including the return thereof) and share of profits, and shall have no recourse thereof upon dissolution or otherwise against any other Member.

7. **Termination.** Upon the completion of the liquidation of the Company and the distribution of all Company funds, the Company and this Agreement shall terminate.

Article XIII

Books & Records, Accounting, Reports Fiscal Year

1. **Books and Records.** The Company shall keep and maintain full and accurate books of the Company at the principal place of business or principal office of the Company, and all other records necessary for recording the Company's business and affairs, including those sufficient to record the Capital Account of each Member and the allocations and distributions provided for in this Agreement, and an executed copy of the Operating Agreement with any amendments thereto. The complete books of account shall be open at all reasonable times for examination by any Members and Non-Member Participants.

2. **Custody of Company Funds; Bank Accounts.** The funds of the Company shall not be commingled with the funds of any other Person, and the Company shall not employ or permit any other Person to employ, such funds in any manner except for the benefit of the Company. All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Board of Managers shall
Operating Agreement

determine, and withdrawals shall be made only in the regular course of business on such signature or signatures as the Board of Managers may, from time to time, determine.

1. **Financial Reports.** As soon as reasonably practicable after the end of each fiscal year, an unaudited balance sheet of the Company at the fiscal year-end of the previous year and unaudited statements of income of the Company for such year shall be made available to each Member and Non-Member Participant. The Company shall also furnish to each Member as soon as reasonably available whatever information may be necessary for Members to file their federal income tax returns. The Company will also make available to each Member upon request a copy or summary of all state and/or local tax returns which are filed by the Company.

2. **Fiscal Year and Tax Year.** The fiscal year of the Company shall end on December 31. The tax year of the Company shall end on December 31. The Company may change either of its tax year or fiscal year based upon a decision of the Board of Managers.

3. **Tax Returns.** The Company and each of its Members shall, for each tax year, file with the Internal Revenue Service all required return(s), if any, within the time prescribed by law (including any extensions) for such filing. The Company and each of its Members shall also file such state and/or local income tax returns as may be required by law.

Article XIV Amendments

1. **Proposal of Amendments.** Amendments to this Agreement may be proposed by the Board of Managers or any Member.

2. **Adoption of Amendments.** A proposed amendment shall be adopted and effective as an amendment to this Agreement if it is approved by a Supermajority of the Members pursuant to Article IV hereof.

Article XV Miscellaneous

1. **Notices.** Except as otherwise provided in this Agreement, any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be duly given (a) if and when delivered in writing which writing may be provided by electronic transmission, personally to the person to whom it is authorized to be given, or (b) if and when sent by first class or private overnight mail, postage prepaid, as follows: if to the Company, at its address set forth in Article I, Section 2 hereof, or to such other address as the Company may from time to time specify by written notice to the Members; and if to a Member, at such Member's address set forth on Exhibit A hereof, or to such other address as such Member may from time to time specify by written notice to the Company.

2. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

3. **Applicable Law and Choice of Forum.** INTENTIONALLY DELETED.

4. **Counterparts.** The parties signing this Agreement warrant and represent their authority to sign. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

1. *Severability of Provisions.* Each provision of this Agreement shall be considered separable and if for any reason any provision which is not deemed essential to the effectuation of the basic purpose of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

2. *Integrated Agreement.* This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior written or oral agreements between the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for. Notwithstanding the foregoing, the parties acknowledge and agree that they shall be independently bound by their certain Shared Savings Participation Agreement.

3. *Enforcement.* It is agreed that there will be irreparable damage if this Agreement is not specifically enforced or if a breach or anticipated breach is not enjoined. If any person who is required by this Agreement to perform any act refuses to perform such act, one or more of the parties to this Agreement may institute and maintain proceedings to compel the specific performance of this Agreement by the person in default. In addition, if any person breaches this Agreement or if a breach is reasonably anticipated, one or more parties to this Agreement may institute and maintain proceedings to enjoin any such breach or anticipated breach, and may obtain an injunction against such breach or reasonably anticipated breach.

4. *Modification.* No change or modification of this Agreement shall be valid unless the same is in writing and is approved by a Supermajority of the Members pursuant to Article IV hereof.

5. *No Waiver.* Any waiver of any provision of this Agreement must be in writing. No waiver of any provision of this Agreement will constitute a waiver of any other provision hereof (whether or not similar) or a continuing waiver. The performance by any of the parties hereto of any act not required of it under the terms and conditions of this Agreement will not constitute a waiver of the parameters for and limitations on its obligations under this Agreement, and no such performance shall stop such party from asserting such parameters or limitations as to any further or future performance of its obligations.

6. *No Private Benefit.* No part of the net earnings of the Company shall inure to the benefit of or be distributable to any Manager or Officer of the Company or any private individual (*except that reasonable compensation may be paid for services rendered to or for the Company affecting one or more of its purposes*). No Manager or Officer of the Company, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Company.

7. *Dispute Resolution.* INTENTIONALLY DELETED.

[SIGNATURES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, it is agreed.

ACO: 
MYRIAD HEALTH ALLIANCE, LLC

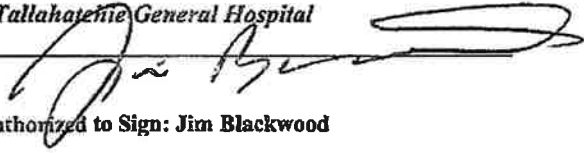
Name: Timothy S. Moore

Title: Executive Director

IN WITNESS WHEREOF, it is agreed.

Member:

Tallahatchie General Hospital

A handwritten signature in black ink, appearing to read "Jim Blackwood", is written over a horizontal line. The signature is stylized and cursive.

Authorized to Sign: Jim Blackwood

EXHIBIT A
(Ownership Interests)

Member Name	Units Owned
Anderson Physician Alliance Inc.	10
Copiah County Medical Center	10
Covington County Hospital	10
Field Health System	10
Franklin County Memorial Hospital	10
Jasper General Hospital	10
Joel T Callahan Thomas H Greer Jr & A Gary Boone PTR	10
King's Daughters Medical Center	10
Magnolia Regional Health Center	10
Memorial Hospital at Gulfport	10
Meridian Medical Associates, PA	10
Neshoba County General Hospital	10
North Mississippi Health Services	10
North Sunflower Medical Center	10
Oktibbeha County Hospital	10
Perry County General Hospital	10
South Central Regional Medical Center	10
Tallahatchie General Hospital	10
Tippah County Hospital	10
Wayne General Hospital	10
Winston County Medical Foundation	10
Yalobusha General Hospital	10

EXHIBIT B

(Non-Member Participant Agreement)

Myriad Health Alliance, LLC

NON-MEMBER PARTICIPANT AGREEMENT

[DATE]

THIS NON-MEMBER PARTICIPANT AGREEMENT ("*Agreement*") is made and entered into as of the date specified above ("*Effective Date*") by and among the Missouri limited liability company identified above ("*Company*"), and the entity identified in the signature block of this Agreement ("*Participant*").

Recitals

A. The Company and the Participant entered into a Shared Savings Participation Agreement ("*Participation Agreement*") pursuant to which the Participant agreed to be a participant in the Company's accountable care organization, which is participating in the Medicare Shared Savings Program.

B. The entities that entered into a Participation Agreement with the Company were given the opportunity to own an interest in the Company and become an owner/member ("*Member*") of the Company. The Participant entered into a Participation Agreement and was offered the opportunity to be a Member of the Company.

C. Due to its corporate or ownership structure, the Participant is unable to be a Member of the Company, or the Participant has otherwise elected not to be a Member of the Company.

D. The Company and the Participant desire to confirm by this Agreement certain contractual rights that the Participant has as a participant in the Company's accountable care organization as a participant that is not a Member of the Company.

NOW, THEREFORE, the parties agree as follows:

1. *Definitions*. All capitalized terms in this Agreement shall have the meaning given to those terms in Section 7 of this Agreement, or in the text of this Agreement. If a capitalized term is not defined in this Agreement, it shall have the meaning given to such capitalized term in the Company's Amended and Restated Operating Agreement, as amended from time to time ("*Operating Agreement*").

2. *Member Meeting Attendance*. The Participant may attend and participate in all meetings of the Company's Members in an ex officio capacity, without a vote, as provided for in Section 4.3(g) of the Operating Agreement. Participant will be given notice of annual and special meetings of the Members, as provided for in Section 4.3(g) of the Operating Agreement.

3. *Board of Managers*. The business and affairs of the Company are managed by, and under the direction of, the Company's board of managers ("*Board of Managers*"). As provided for in Article VI of the Operating Agreement, the Participant has the right to nominate one (1) qualified participant candidate to the Company's Board of Managers. Such individual must satisfy all the qualifications described in the Operating Agreement. The Participant also has the right to nominate an individual to serve as a Medicare beneficiary Manager, and such other non-participant managers, as may be elected to the Board of Managers from time to time. The Participant's rights and authority under this section shall at all times be subject to, and governed by, the terms, provisions and requirements of Article VI of the Operating Agreement.

1. ***Payment Upon Sale of the Company.***

a. ***Upon Sale of the Company.*** If a Sale of the Company is approved by the Company's Board of Managers and a Supermajority of the Company's Members ("***Approved Sale***"), then the Company will pay to the Participant an amount equal to the amount a Member owning ten (10) Units, of the Company ("***Unit Equivalent***") would receive, if any, as the proceeds of the Approved Sale. The Company will make such payment to the Participant in the same manner, and on the same terms and same date(s), as the Company's Members receive their payment of their share of the proceeds of the Approved Sale. No payment under this section will be due or paid to Participant if this Agreement or the Operating Agreement or the Participant's Participation Agreement is terminated before the Sale of the Company is approved by a Supermajority of the Company's Members.

i. If the Units or Membership Interest of any of the Members is increased or diluted at any time before the Sale of the Company is approved, then the Participant's Unit Equivalent will be increased or reduced to the same extent the Participant's Membership Interest would have been increased or diluted under the Operating Agreement if the Participant had been a member of the Company at the time such Member's or Members' Units or Membership Interest was increased or diluted.

ii. If a Supermajority of the Company's Members approves the Sale of the Company, the Participant, and the individual appointed by the Participant to the Company's Steering Committee, shall vote for, consent to and raise no objections against such Approved Sale. If the Approved Sale is structured as a merger or consolidation or sale of all or substantially all of the Company's assets, the Participant shall waive any dissenters' rights, appraisal rights or similar rights in connection with such merger, consolidation or sale. The Participant shall take all necessary or desirable actions in connection with the consummation of the Approved Sale as requested by the Company's Board of Managers. The obligations of the Company with respect to any payment under this Agreement are subject to and conditioned on the Participant's performance of its obligation under this Agreement.

iii. Participant shall be responsible for its pro-rata share of any costs or expenses incurred by the Company or the Members in connection with the negotiation, due diligence, transaction and closing of the Approved Sale ("***Sale Expenses***"). Participant shall pay its pro-rata share of Sale Expenses as requested by the Company prior to closing, or, at the Company's option, such amount may be deducted from the Participant's payment at closing.

iv. Notwithstanding any provision of this Agreement to the contrary, the Company may at any time reduce the amount of any payment otherwise payable to the Participant by the amount of any obligation the Participant may have to or on behalf of the Company.

b. ***Distribution.*** In the event the Board of Managers approves a distribution under Section XI.3(b) of the Operating Agreement, then the Company will pay to Participant an amount equal to the amount a Member owning the same number of Units as the Participant's Unit Equivalent would receive. Such distribution equivalent will be paid in the same manner (to the extent legally permitted), and on the same terms and same date(s), as the distribution is paid to the Members. No payment under this section will be due or payable to the Participant if this Agreement or the Operating Agreement or the Participant's Participation Agreement is terminated before the Board of Managers approves the distribution.

c. ***Non-Alienation.*** The Participant shall have no right to, and shall not, pledge, hypothecate, alienate or in any way create a lien upon any amounts payable to Participant under this Agreement, and no amounts payable hereunder may be assignable in anticipation of payment either by voluntary or involuntary acts, or by

operation of law. The Participant's right to payments or potential payments under this Section 4 may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered until cash payment is actually made by the Company, and any additional requirements or restrictions contained in this Agreement have been satisfied, terminated or waived by the Company in writing.

1. **Nature of Agreement.** The rights provided to Participant pursuant to the terms of this Agreement are in consideration for certain services provided, and to be provided, to the Company by the Participant during the terms of this Agreement. Such rights are contractual rights that arise solely under this Agreement. Any reference in this Agreement to the Participation Agreement, the Operating Agreement or any other agreement does not give, create, grant or convey to Participant any rights under any such agreement. Any rights the Participant may have under the Participation Agreement, the Operating Agreement or any other agreement shall only be those rights granted to Participant by or under such agreement(s). Any payments due under this Agreement are unfunded and are payable out of the general assets of the Company. The Participant shall not have any Member rights or Membership Interest by reason of this Agreement. The Company will be under no obligation to register any securities with the Securities and Exchange Commission or to effect compliance with the exemption, registration, qualification or listing requirements of any state securities laws, stock exchange or similar organization, and the Company shall have no liability to Participant for any inability or failure to do so. Nothing in this Agreement prohibits or limits the Company's ability to add new Members or to adjust, allocate, increase or dilute any Member's Units or Membership Interest, or to correspondingly adjust, allocate, increase or dilute Participant's Unit Equivalent.

2. **Operating Agreement.** The Company and its Members have entered into an Operating Agreement, a copy of which is attached hereto. The Company agrees that the Operating Agreement will not be amended unless such amendment is approved by a Supermajority of the Company's Members. The Operating Agreement shall at all times require that the: (a) admission of a new Member, (b) transfer of a Member's Units in the Company pursuant to Section X.7 of the Operating Agreement, and (c) sale of all or substantially all of the Company's assets, must be approved by a Supermajority of the Company's Members.

3. **Defined Terms.**

"**Company's Board of Managers**" means that group of managers designated as the "Board of Managers" by and pursuant to the Operating Agreement.

"**Manager**" or "**Managers**" is (are) the individuals elected to the Company's Board of Managers by the Members and Managers of the Company.

"**Independent Third Party**" means any Person: (a) who, immediately prior to the contemplated transaction, does not own any Company Units; (b) who is not an affiliate of a Member of the Company; or (c) who is not a trust for the benefit of a Member of the Company.

"**Member**," "**Member of the Company**," "**Membership Interest**," and "**Person**" shall have the same meanings as those terms have under the Operating Agreement.

"**Sale of the Company**" means any transaction or series of transactions pursuant to which a Member, an Independent Third Party or group of Independent Third Parties, or any combination of thereof, in the aggregate acquire(s): (a) all of the Company Units (whether by merger, consolidation, reorganization, or the sale or transfer of Company Units; or (b) all or substantially all of the Company's assets. Any Sale of the Company must be approved by a Supermajority of the Company's Members.

"**Supermajority of the Members**" means at least seventy-five percent (75%) of the Members.

1. **Termination.** This Agreement is coterminous with the Operating Agreement and the Participation Agreement, and this Agreement shall terminate automatically upon the Participant's or Company's termination of the Participation Agreement, or the termination of the Operating Agreement, whichever occurs first. If either party breaches this Agreement, and fails to correct the breach to the reasonable satisfaction of the other party within thirty (30) days following the breaching party's receipt of written notice specifying the breach, then the non-breaching party may terminate this Agreement by giving written notice of termination to the breaching party; provided, however, that if such breach is of such character as to reasonably require more than thirty (30) days to cure, this Agreement may be terminated if the breaching party fails to use reasonable diligence in curing such breach within such thirty (30) day period. Neither the Company nor the Participant shall have any obligations under this Agreement after its termination, except for outstanding claims or obligations arising or accruing under this Agreement prior to the termination.

2. **General Provisions.**

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

b. **Notices.** All payments, notices and formal communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or when sent by registered or certified mail, or private next day mail, postage and/or charges prepaid, addressed as follows:

Company:

CPSI ACO 3 LLC
Attn: Legal Department
7509 NW Tiffany Springs Parkway, Suite #310
Kansas City, MO 64153

Participant:

Tallahatchie General Hospital
Attn: Tim Blackwood, CEO
P.O. Box 230
Charleston, MS 38921

Any such notice shall be deemed given on the date delivered or deposited in a regularly maintained receptacle for the deposit of United States Mail or private next day mail service addressed as provided above. Either party may change its address for purposes of this Agreement by giving the other party notice of such change in the manner provided above.

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

a. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi (without giving effect to any principles of conflicts of law that would result in the application of another state's laws).

b. *Entire Agreement.* This Agreement, including any and all exhibits, schedules, attachments and addendums attached hereto, represents the entire agreement and understanding between the parties relative to the subject matter hereof and supersedes, terminates and replaces all prior agreements and understandings, whether oral or written. This Agreement may not be amended, altered or modified unless done so by means of a written instrument signed by both of the parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such enforcement of waiver is sought. One or more waivers of any obligation or provision of this Agreement shall not be construed as a waiver of a subsequent breach of such obligation or provision, or as a waiver of a breach of any other obligation or provision. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant, and their permitted successors and assigns.

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

d. *Rights and Remedies Cumulative.* All rights, remedies, and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies, and benefits provided by law.

e. *No Third-Party Beneficiaries.* This Agreement is for the benefit of the Company and the Participant and their successors in interest by virtue of an assignment which is not prohibited hereunder, and is not entered into the benefit of any other person or entity whatsoever, including, without limitation, the Providers. Without limiting the generality of the foregoing, this Agreement shall not be construed as establishing any obligation, duty or standard of care or practice different from or in addition to whatever obligations, duties or practices may exist separate and apart from this Agreement with respect to any person not a party to this Agreement.

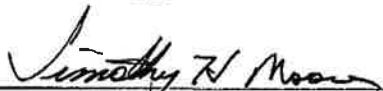
f. *Construction/Interpretation.* The parties specifically agree that the terms of this Agreement have been fully and fairly bargained over by the parties. The parties specifically agree and covenant that this Agreement is not to be construed against one party or another by reason of the fact that this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

g. *Captions.* The captions and headings appearing in this Agreement are inserted only as a matter of convenience, and in no way explain, interpret, define, limit or describe the scope or meaning of any of the provisions of this Agreement.

[SIGNATURES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, it is agreed.

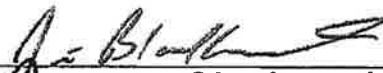
CPSI ACO 3 LLC



Name: Timothy H. Moore

Title: President / CEO

[NAME] Tallahassee General Hospital



Name: Jim Blackwood

Title: CEO

EXHIBIT C

ACO PARTICIPANT SERVICES AGREEMENT

This ACO Participant Services Agreement (the "Agreement") is entered into effective January 1, 2022 (the "Effective Date") by and between Myriad Health Alliance, LLC, at 116 Woodgreen Drive, Madison, Mississippi, 39110 ("Myriad") and Tallahatchie General Hospital, a Mississippi licensed hospital, doing business at 141 Dr T T Lewis Cir, Charleston, Mississippi, 38921, Tallahatchie General Hospital ("Participant") as follows:

BACKGROUND RECITALS

Myriad is an Accountable Care Organization ("ACO") participating in the Medicare Shared Savings Program ("MSSP") through an MSSP participation agreement (the "CMS Agreement") with the Centers for Medicare and Medicaid Services ("CMS"). As a limited liability company ("LLC"), Myriad operates pursuant to Myriad's LLC Operating Agreement, to which certain ACO Participants are parties as members (owners) of the LLC. Participant is an ACO Participant pursuant to a shared savings participation agreement (the "SSPA") with Myriad. Myriad, through its own services and those of its selected contract vendors (collectively, with Myriad, the "Myriad Services Group"), has arranged to provide all services necessary to assist Participant with its duties as a Participant in the ACO and to oversee and maintain the Participant and the ACO's compliance with the CMS Agreement and CMS regulations applicable to the ACO and to Participant as a Participant in the ACO (the "ACO Participant Services"), all for the benefit of the patients of Participant and the other ACO Participants. Participant has undertaken certain duties of data gathering, reporting and other cooperation with Myriad outlined in the SSPA, but Participant requires the ACO Participant Services and the expertise and resources of the Myriad Services Group to assist with its performance of those duties and with otherwise meeting the requirements of CMS related to Participant's participation in the ACO. Myriad has no obligation to provide the ACO Participant Services for Participant under the SSPA or the LLC Operating Agreement, but Myriad is willing to provide or otherwise secure the ACO Participant Services for Participant on the terms and conditions outlined in this Agreement, and Participant desires to secure the ACO Participant Services on the terms and conditions outlined in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration which Myriad and Participant agree is sufficient, Myriad and Participant agree as follows:

1. **Provision of ACO Participant Services.** Myriad, through the Myriad Services Group, will provide for Participant the ACO Participant Services to assist Participant with its duties as a Participant in the ACO and to oversee and maintain the Participant's compliance with the SSPA and CMS regulations applicable to the ACO and Participant's participation in the ACO. The ACO Participant Services will include providing management, data analytics and other services necessary to maintain compliance of ACO and the ACO Participants with the requirements of the MSSP. Some of the ACO Participant Services are set forth in more detail in contracts between Myriad and contract service vendors, which contracts Myriad has provided to Participant.

2. **Required Activities of Participant.** Nothing in this Agreement is intended, nor shall it be construed, to relieve Participant of its non-delegable duties under the SSPA, including the requirements that it: designate and maintain an ACO champion; provide adequate personnel to discharge Participant's obligations under the SSPA; report timely and accurately the quality data and other information related to or affecting the care and treatment of patients represented in the covered lives assigned to it under the ACO; participate in ACO meetings; and cooperate with the Myriad Services Group by providing all information required for the Myriad Services Group to provide the ACO Participant Services.

3. **Service Fees.** Myriad and Participant agree to the following provisions governing the fees for the ACO Participant Services.

a. **Monthly Fee Payments:** In exchange for the ACO Participant Services, Participant agrees to pay to Myriad the greater of (i) \$300.00 per calendar month during Performance Year 2022 or (ii) the amount equal to Participant's "Base PMPM Fee" of \$3.54 multiplied by the number of covered lives participating in the ACO attributed to Participant as of the Effective Date ("Participant's Attributed Lives"). Participant's Attributed Lives includes the lives attributed to the TINs participating in the ACO as part of Participant's community, which are listed in Exhibit A to this Agreement. For performance years beginning 2023, Participant's Base PMPM Fee shall be adjusted (increased or decreased) by a uniform percentage applicable to all ACO Principal Participants needed to cover Myriad's total budgeted expenses, as determined and approved by Myriad's Board of Managers, for the upcoming performance year ("Budgeted Expenses"). The new monthly fee will be the adjusted Base PMPM Fee multiplied by Participant's Attributed Lives as of January 1 of the applicable performance year subject to a minimum of \$300 per calendar month.

b. **Annual True-Up.** For any performance year in which Participant's monthly fee amount is greater than \$300.00, Participant shall be subject to the annual true-up provided in this subsection b. On or before February 15 following the end of each performance year, Myriad will determine the actual expenses it incurred in providing the ACO Participant Services during the performance year just ended (the "Actual Expenses") and will compare that number to the Budgeted Expenses for that performance year on which the fee in Subsection a. above was based. If Actual Expenses exceeded Budgeted Expenses, Participant will pay to Myriad an amount computed by multiplying such excess by Participant's True-Up Percentage (as defined below.) If Budgeted Expenses exceeded Actual Expenses, Myriad will pay to Participant an amount computed by multiplying such excess times Participant's True-Up Percentage. "Participant's True-Up Percentage" will be: (i) the total of the monthly management fees billed to Participant under Section 3.a. above during the year, divided by (ii) the total of the monthly management fees billed to all ACO Participants during the year.

c. **Invoices and Payments.** Myriad will invoice Participant each month for the services fees specified in Section 3.a. above. Participant agrees to pay the invoice within ten (10) days of receipt, by ACH transfer or a check delivered to Myriad's principal place of business in Madison Mississippi listed on page 1 above. With respect to the annual true up pursuant to Section 3.b. above, Myriad will provide to Participant a complete line item expense report of Actual Expenses that includes comparison columns for Budgeted Expenses and the variance amount, if any, for each expense item. Upon request made within five (5) days of Myriad providing the expense report to Participant, Myriad will make available for Participant's review the necessary internal Myriad records with which the Actual Expenses may be verified. Participant will have five (5) days within which to verify the Actual Expenses and to call to Myriad's attention any errors in reporting the Actual Expenses. Absent Participant calling to Myriad's attention any errors in reporting the Actual Expenses, the party owing the excess expense amount shall pay it within ten (10) days of the date that Myriad first published the report. If Participant calls to Myriad's attention any errors in reporting the Actual Expenses, Myriad shall, within five (5) days, respond in writing with the corrected information in an updated report or an explanation as to why no error was made in the original reporting of expenses. In that event, the party owing the excess expense amount shall pay it within five (5) days after the date that Myriad provided the written response.

4. **Term; Auto-Renewal.** The term of this Agreement shall begin on the Effective Date and continue for one year, unless terminated earlier pursuant to Section 5 below. Thereafter, except as otherwise provided in Section 3.a. above, this Agreement shall automatically renew for successive one (1) year terms unless one party provides the other party written notice of its intent not to renew, and that notice is received by the non-terminating party at least one hundred eighty (180) days prior to the expiration of the then current term.

5. **Termination.** Either party may terminate this Agreement with written notice, subject to a thirty (30) calendar day cure period (measured from the date the non-terminating party first received notice of its alleged breach), without penalty should the other party breach a material obligation arising under this Agreement.

6. **Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement:

a. the parties will remain liable for their respective obligations which accrued prior to expiration or termination, and all provisions which expressly or by implication are intended to survive termination of this Agreement will survive termination;

b. unless prohibited by applicable law, each of the parties will destroy all Confidential Information of the other party in a secure and commercially reasonable manner, in accordance with the destroying party's then current data destruction policies. To the extent such Confidential Information (as defined in Section 11 below) cannot be destroyed, whether due

to a technical issue or legal prohibition, the terms of this Agreement related to the protection of Confidential Information will remain in effect until such destruction does occur; and

c. This section will survive the expiration or termination of this Agreement.

7. **Compliance with Laws.** Myriad will (and will cause other members of the Myriad Services Group to) provide the ACO Participant Services in accordance with all applicable federal, state, and local laws and regulations (including, without limitation, the requirements of 42 C.F.R. Part 425).

8. **Access to Books and Records.** Anything contained in this Agreement to the contrary notwithstanding, Myriad agrees that during the term of this Agreement, and for a period of ten (10) years following the termination of this Agreement, or from the date of completion of any applicable audit, evaluation or inspection, whichever is later, Myriad will maintain and give Participant, CMS, the Department of Health and Human Services ("DHHS"), the Comptroller General of the United States, the federal government and their respective designees access to this Agreement and to all books, contracts, records, documents and other evidence (including data related to Medicare utilization and costs, quality performance measures, shared savings distributions, and other financial arrangements related to ACO's and Participant's participation in the MSSP) sufficient to enable the audit, evaluation, investigation and inspection of the ACO and Participant's compliance with the MSSP requirements, the quality of ACO Participant Services as well as the quality of services otherwise provided by ACO and Participant, and the right to any shared savings payment. In addition, Myriad agrees that until the expiration of four (4) years after the furnishing of ACO Participant Services, Myriad will upon written request make available to Participant, DHHS, the Comptroller General of the United States, and to any of their duly authorized representatives, this Agreement and the books, documents and records of the Myriad Services Group that are necessary to certify the nature and extent of costs paid pursuant to this Agreement. Myriad will include in its contracts with its vendors and agents a provision to permit access by Participant, DHHS, the Comptroller General of the United States, or any other duly authorized representatives, to Myriad's contracts with vendors and agents, and to the books, documents and records of Myriad's vendors and agents that are necessary to certify the nature and extent of costs paid by Participant pursuant to this Agreement. As clarification, the parties mutually agree that the foregoing retention obligation does not apply to claims data provided by CMS pursuant to a data use agreement or patient-level data received directly from ACO or its ACO Participants. This section shall survive the expiration or termination of this Agreement.

9. **Exclusions from State or Federal Health Care Programs.** Each of Myriad and Participant represents and warrants to the other that it and its employees, agents and vendors providing or using the ACO Participant Services are not: (a) excluded from participation in any federal or state health care program; or (b) debarred, suspended or otherwise excluded from participating in any federal or state procurement or non-procurement program or activity. Each of Myriad and Participant further represents and warrants that, to the best of its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each of Myriad and Participant will notify the other in writing of the commencement of any such exclusion

or investigation of Participant, Myriad or any Myriad vendor, employee or agent providing ACO Participant Services, within five (5) business days of receiving the first notice of such exclusion or investigation. Either party shall have the right to terminate this Agreement immediately if: (a) the other is debarred, suspended or otherwise excluded from participating in any federal or state procurement or non-procurement program or activity; or (b) if any vendor, employee or agent providing ACO Participant Services is debarred, suspended or otherwise excluded from participating in any federal or state procurement or non-procurement program or activity, unless the other party immediately removes such vendor, employee or agent from providing or otherwise being involved with the ACO Participant Services.

10. **Representations, Warranties and Covenants.**

a. In addition to any other representations, warranties, and covenants in this Agreement, each of the parties represents and warrants that it:

- i. has full power, authority, and legal right to enter into and perform its obligations under this Agreement; and
- ii. will promptly notify the other party of all adverse matters that come to its attention that relate to either parties' performance (or ability to perform) under this Agreement.

b. Myriad represents and warrants that:

- i. the ACO Participant Services do not violate any patent, trade secret, or other intellectual property right or proprietary right of any third-party, and, as of the Effective Date Myriad is unaware of any claim alleging such a violation; and
- ii. the ACO Participant Services will be performed in a professional and competent manner, conforming to generally accepted and commercially reasonable standards applicable to services provided by nationally recognized firms specializing in the ACO Participant Services being provided hereunder. All Myriad Services Group employees assigned to provide ACO Participant Services under this Agreement have the proper skill, training, and background to provide the ACO Participant Services.

11. **Confidentiality.** As used herein, "Confidential Information" means all confidential and proprietary information of one party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Excepting PHI, Confidential Information shall not include any information that: (a) is or becomes generally known to the public through no fault of Receiving Party; (b) was known to Receiving Party prior to its disclosure by Disclosing Party; (c) was independently developed by Receiving Party without breaching any obligation owed to Disclosing Party; or (d) is received from a third-party without breach of any obligation owed to Disclosing Party. Subject to applicable state sunshine laws, Receiving Party shall not disclose or use any

Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written permission. Each party agrees to protect the other party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Receiving Party exercise less than reasonable care in protecting Disclosing Party's Confidential Information. If Receiving Party is compelled by law or legal process to disclose the Confidential Information of Disclosing Party, it shall provide Disclosing Party reasonable prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's sole expense, if Disclosing Party wishes to contest the disclosure. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in violation of this section, the Disclosing Party will have the right to terminate this Agreement.

12. **Shared Savings.** Participant acknowledges that Myriad is entitled to a percentage of any Medicare Shared Savings paid to the ACO by CMS and that Myriad's share of Medicare Shared Savings is governed by the ACO's Shared Savings Distribution Plan and is separate and apart from, and in addition to, the fees Participant has agreed to pay under Section 3 above.

13. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given: (a) when delivered by hand; (b) when received by the intended recipient if sent via nationally recognized overnight courier (delivery receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. All communications contemplated in this section must be sent to the respective parties at the addresses set forth on the top of page 1 (or to such other address that may be designated by a party from time to time) to be effective.

14. **Miscellaneous.** This Agreement is not intended, nor shall it be construed, to amend or otherwise alter the parties' separate rights and obligations under the SSPA or the LLC Operating Agreement. Otherwise, this Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written agreement or representation by the parties. This Agreement may only be amended via a written amendment or addenda that is signed by both parties. This Agreement may be executed in counterparts. The parties agree that electronic signatures (including, but, not limited to, scanned copies of original signatures) will be accepted as original signatures, and that this Agreement, along with any document created in conjunction with this Agreement, may be maintained in an electronic document storage and retrieval system, and all such copies will be considered an original. If any provision of this Agreement is deemed unlawful or void, or otherwise unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of the remaining provisions. Any waiver by either party of any provision or condition of this Agreement shall not be construed as or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the party to be bound. Notwithstanding anything herein to the contrary, neither party will be responsible for delays or failure in performance of this

Agreement (other than a failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, Governmental Authority, civil commotion, labor dispute, unavailability or shortages of materials or data, or any other occurrence beyond its reasonable control. This section shall survive the expiration or termination of this Agreement.

IN WITNESS HEREOF, the undersigned authorized representatives of Myriad and Participant have executed this Agreement as of the Effective Date set forth above.

Myriad Health Alliance, LLC

By: _____
Timothy H. Moore, Interim Executive Director

Tallahatchie General Hospital

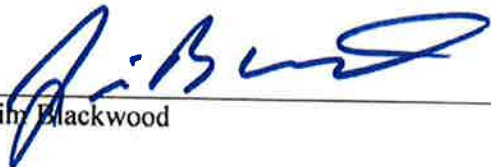
By:  _____
Jim Blackwood

EXHIBIT A

(Separate TINs Affiliated with Participant in the ACO)

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