

## PARTICIPATION AGREEMENT

This participation agreement ("Agreement") is between the CENTERS FOR MEDICARE & MEDICAID SERVICES ("CMS") and Triad HealthCare Network, LLC. , a Direct Contracting Entity ("DCE").

CMS is the agency within the U.S. Department of Health and Human Services ("HHS") that is charged with administering the Medicare and Medicaid programs.

A Medicare DCE is an entity composed of health care providers operating under a common legal structure, which accepts financial accountability for the overall quality and cost of medical care furnished to Medicare fee-for-service ("FFS") Beneficiaries aligned to the entity.

CMS is implementing the Global and Professional Direct Contracting Model ("Model") under section 1115A of the Social Security Act ("Act"), which authorizes CMS, through its Center for Medicare and Medicaid Innovation, to test innovative payment and service delivery models that have the potential to reduce Medicare, Medicaid, or Children's Health Insurance Program expenditures while maintaining or improving the quality of beneficiaries' care.

The Model seeks to reduce Medicare FFS expenditures while improving the quality of care and health outcomes for Medicare FFS Beneficiaries through financial incentives, emphasis on beneficiary choice, strong monitoring to ensure that Beneficiaries maintain access to care, and an emphasis on care delivery for Beneficiaries with complex, chronic, and serious illness.

The DCE submitted an application to participate in the Model, and CMS has approved the DCE for participation in the Model.

The DCE has selected to participate in one of two Risk-Sharing Options offered under the Agreement: (1) a higher-risk option, under which the DCE assumes 100 percent risk for savings or losses and can select either Total Care Capitation Payment or Primary Care Capitation Payment as its DC Capitation Payment Mechanism ("Global"); or (2) a lower-risk option under which the DCE assumes 50 percent risk for savings or losses and must select Primary Care Capitation Payment as its DC Capitation Payment Mechanism ("Professional").

The Agreement outlines the rights and obligations of the parties for the Model Performance Period and any remaining duration of the Agreement Term.

The parties therefore agree as follows:

## ARTICLE XIX Miscellaneous

### Section 19.01 Notifications and Submission of Reports

Unless otherwise stated in writing after the Effective Date, all notifications and reports required under the Agreement shall be submitted to the parties at the addresses set forth below.

CMS: Global and Professional Direct Contracting Model  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard  
Mailstop: WB-06-05  
Baltimore, MD 21224  
Email: [DPC@cms.hhs.gov](mailto:DPC@cms.hhs.gov)

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CMS: Global and Professional Direct Contracting Model  
Centers for Medicare & Medicaid Services  
7500 Security Boulevard  
Mailstop: WB-06-05  
Baltimore, MD 21224  
Email: DPC@cms.hhs.gov

DCE:  
Triad HealthCare Network, LLC.

Address:  
1200 N. Elm St. null Greensboro, NC 27401

Email:  
elissa.langley@conehealth.com

Each party is signing the Agreement on the date stated opposite that party's signature. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed the Agreement.

DCE:  
Triad HealthCare Network, LLC.

Date:  
12/23/2021

By:  
Elissa Langley

Name of authorized signatory:  
Elissa Langley

Title of authorized signatory:  
APM Executive User

CMS:

Date:  
12/29/2021

By:  
Arrah Tabe-Bedward

Name of authorized signatory:  
Arrah Tabe-Bedward

Title of authorized signatory:  
CMS Executive User