



# BUNDLED PAYMENTS FOR CARE IMPROVEMENT ADVANCED

## INITIATIVE POTENTIAL EPISODE INITIATOR PARTICIPANT CONSENT FOR SUBMISSION

Signature Medical Group, Inc. (“SMG”) is a current Awardee Convener in the Bundled Payments for Care Improvement Model 2 Initiative (“BPCI Model 2”), and SMG intends to build upon the success of BPCI Model 2 and continue its engagement with physician group practices, and other providers, in the Bundled Payments for Care Improvement Advanced Initiative (“BPCI Advanced”), which is anticipated to begin October 1, 2018. The purpose of this Consent for Submission (“Agreement”) is to memorialize the consent of \_\_\_\_\_, (“Episode Initiator”), to permit SMG to include the Episode Initiator’s information in SMG’s BPCI Advanced application in order to review your opportunity in BPCI Advanced (the “Proposed Arrangement”).

- 1. Opportunity Analysis.** After receipt of the historical claims data of the Episode Initiator, SMG will undertake a review of the potential opportunities of the Episode Initiator in BPCI Advanced.
- 2. Confidentiality.** The terms of this Agreement are confidential and are not to be disclosed by Episode Initiator or SMG or any of their respective owners, officers, directors, representatives or agents to anyone except as specifically provided for herein. Notwithstanding the foregoing, the parties may share this information with their respective legal and financial advisors and other consultants (collectively, “Advisors”) solely for the purpose of evaluating the Proposed Arrangement provided the party disclosing such confidential information makes its Advisors aware of the confidentiality obligations hereunder and takes all reasonable efforts to make sure such Advisors adhere to such obligations. If the parties do not enter into a definitive agreement for the Proposed Arrangement, each party’s confidential information will be returned to it by the other party upon written request therefor, and the commitment of each party to maintain the confidentiality of the other party’s confidential information shall continue after the Termination Date.
- 3. Legal and Other Expenses.** Each party will bear its own legal, accounting, advisory, broker, agent, and other costs, fees, and expenses incurred in connection with all aspects of the Proposed Arrangement and Agreement. The provisions of this Paragraph 3 shall survive the Termination Date.
- 4. Governing Law.** This LOI shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to any applicable principles of conflicts of law.
- 5. Assignment.** SMG may assign, delegate or transfer its rights under this Agreement to an entity in which SMG has an ownership interest, without the other party’s prior written consent.

SMG is prepared to meet with you at your earliest convenience to discuss BPCI Advanced, and we request that you please acknowledge your agreement by signing below. We look forward to continuing to work with you.

### SIGNATURE MEDICAL GROUP, INC.

By: \_\_\_\_\_  
Name: Andrew Schwartzkopf  
Its: General Counsel/Chief Administrative Officer

### AGREED AND ACCEPTED:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2018.