MANATEE
PHO
Physician Hospital Organization

Dear Physician:

Thank you for your interest in the Manatee Physician Hospital Organization. The PHO, formed in 1994, is a non-profit organization. The main objectives of the PHO are to secure mutually beneficial contracts and to form successful partnerships with the managed care organizations. When negotiating a contract with the payors, we consider all aspects, including reimbursement methods, prompt payment, referral procedures, and plan design.

As we enter a new agreement, the PHO will communicate individually to members a summary of the plan and reimbursement. Members are given 20 days in which to elect not to participate, so you are never compelled to join a plan that is not acceptable to you. Once an agreement is in place, we monitor the MCOs compliance with the agreement and work with physicians and their office staff to resolve any problems or issues that may arise.

Primary care physicians, obstetricians/gynecologists, and surgical specialists with active or provisional staff privileges at Manatee Memorial Hospital and Lakewood Ranch Medical Center are eligible for PHO membership. Medical sub-specialists are eligible for PHO membership with any category of staff membership. Effective January 1, 2008, a new member application fee of $300.00 will be invoiced after credentialing into the PHO, along with an annual dues fee of $150.00.

The following PHO documents are enclosed:

- **Delegated Credentialing Policies and Guidelines Memorandum** – *Please review and sign the enclosed memorandum and return to the PHO Office*
- **Messenger Model Agreement Memorandum** – *Please review and sign the enclosed letter and return to the PHO Office*
- **PHO Contract Checklist –** *Complete and return a copy to PHO Office*
- **Physician Master Agreement & Execution Sheet (2 copies)** – *Both forms should be signed and returned to PHO Office for signature. An executed copy will be mailed to you for your file.*
- **Physician Participation Application** – *return to PHO Office*
- **Humana Credentialing Application –** *return to PHO Office.*
- **Bylaws of the Manatee Physician Hospital Organization –** *Keep for your PHO file.*
- **Standard Product Specifications - Contract terms and conditions desired by the PHO –** *Keep for your PHO file.*
- **Manatee PHO Contract Summary (List of active agreements) –** *Keep for your PHO file*
- **A description of PHO group purchasing benefits –** Keep for your PHO file
- **PHO Directors and Contract Committee members –** *Keep for your PHO file*

Please complete the required documents and return them at your earliest convenience to:

Peg Gerding, PHO Coordinator
Manatee Memorial Hospital
206 Second Street East
Bradenton, FL 34208

Again, thank you for your interest in the PHO. I can be reached at 941-745-6889 if you should have any questions. I look forward to working with you.

Sincerely,

Peg Gerding
PHO Coordinator

PHYSICIAN PARTICIPATION APPLICATION

PERSONAL INFORMATION

Name: _____

Date of Birth: _____ Social Security #: _____
Gender: M / F

Medicare #: _____ Medicaid #: _____ NPI #: _____
License #: _____ DEA #: _____
If you speak a language other than English please list: _____

PRACTICE INFORMATION

PRIMARY OFFICE INFORMATION

Group Practice Name: _____
Address: _____
City: _____ State: _____ Zip code:_____

Telephone: _____ Fax #: _____

Fed. Tax ID: _____ E-Mail Address: _____
Covering Physicians: _____
Office Manager: _____
Office Hours: Mon _____ Tue_____ Wed_____ Thu_____ Fri_____ Sat_____ Sun_____
Are you accepting New Patients at this office?: Yes_____ No_____ Ages seen: _____
List by name all physicians who practice at your primary office: _____
_____

SECONDARY OFFICE INFORMATION

Address: _____
City: _____ State: _____ Zip code:
_____

Telephone: _____

BILLING INFORMATION

The name as it should appear on checks:
_____

Address:
_____

City: _____ State: _____ Zip code:
_____

Contact Person: _____ Telephone #: _____

BOARD CERTIFICATION STATUS

Are you Board Certified? Yes____ No____ Are you Eligible? Yes____ No____

Name of Board:

_____

SPECIALTY

Specialty _____

Sub-Specialty _____

ATTESTATION STATEMENT

I CERTIFY THAT ALL THE INFORMATION ON THIS APPLICATION IS COMPLETE AND ACCURATE. I AUTHORIZE THE MANATEE PHO TO CONSULT WITH AND INSPECT ANY DOCUMENTS FROM INDIVIDUALS AND ORGANIZATIONS HAVING INFORMATION BEARING ON MY QUALIFICATIONS. I UNDERSTAND IF FALSE INFORMATION IS PROVIDED IN THIS APPLICATION IT MAY BE GROUNDS FOR TERMINATION BY THE MANATEE PHO. I AGREE THAT THE MANATEE PHO, ITS' REPRESENTATIVES AND ANY INDIVIDUALS OR ENTITIES PROVIDING INFORMATION IN GOOD FAITH, SHALL NOT BE LIABLE FOR ANY ACT OF OMISSION RELATED TO THE VERIFICATION OF INFORMATION CONTANINED IN THIS APPLICATION. I AUTHORIZE THE MANATEE PHO TO RELEASE ALL THE INFORMATION ON THIS APPLICATION TO MANAGED CARE COMPANIES CONTRACTED WITH THE MANATEE PHO.

_____ _____

Signature of Physician **Date**

NOTE: Please return the following items with this application:

CHECKLIST

_____ Physician Participation Application

_____ W-9

_____ Signed Delegated Credentialing Policies and Guidelines Memorandum

_____ Signed October 7, 2005 Messenger Model Memorandum

_____ PHO Contract Checklist (form that indicates which plans you wish to participate in)

_____ Signed Physician Master Agreement Execution Sheets (2)

_____ Humana Credentialing Application With Required Documents Attached

_____ MultiPlan/PHCS Application With Required Documents Attached

MANATEE PHYSICIAN HOSPITAL ORGANIZATION
206 Second Street East, Bradenton, FL 34208

MANATEE PHO CONTRACT CHECKLIST

Please indicate which plans you wish to participate in through the Manatee PHO. ***Please also indicate if you (or your group practice) have a direct agreement with a particular payor or if you are presently participating in the Sarasota Memorial PHO.***

Beech Street – PPO	Yes_____	No_____	Direct_____	SMH PHO_____
Evolutions Healthcare Systems	Yes_____	No_____	Direct_____	SMH PHO_____
Freedom Health, Inc.				
• Commercial- HMO	Yes_____	No_____	Direct_____	
• Medicare Advantage HMO	Yes_____	No_____	Direct_____	
• Medicaid HMO	Yes_____	No_____	Direct_____	
Gulf Coast Provider Network PPO-Network Extended Plan Only	Yes_____	No_____	Direct_____	
Humana Inc.				
• PPO	Yes_____	No_____	Direct_____	SMH PHO_____
• HMO	Yes_____	No_____	Direct_____	SMH PHO_____
• ChoiceCare Network	Yes_____	No_____	Direct_____	
• Medicare PPO	Yes_____	No_____	Direct_____	
• HMO Premier Open Access Plan	Yes_____	No_____	Direct_____	SMH PHO_____
Interplan Health Group D/B/A Accountable Health Plan- PPO	Yes_____	No_____	Direct_____	SMH PHO_____
ManasotaHealth Preferred Network	Yes_____	No_____	Direct_____	SMH PHO_____
MCM MaxCare - PPO	Yes_____	No_____	Direct_____	
Multiplan/PHCS. - PPO	Yes_____	No_____	Direct_____	SMH PHO_____
Senior Care Plus (Medicare Supplemental)	Yes_____	No_____	Direct_____	

_____ _____
Signature Date

_____ _____
Print Name of Physician Name of Group (if applicable)

NOTE: Participation in the above plans is voluntary. You have the option to contract with a payor through the PHO, negotiate a direct agreement with the payor on behalf of your practice, or not participate at all with a particular payor and/or payor plan.

MANATEE PHYSICIAN-HOSPITAL ORGANIZATION, INC.

PHYSICIAN MASTER AGREEMENT
EXECUTION SHEET

In consideration of mutual covenants and promises stated herein and other good and valuable consideration, the undersigned has agreed to be bound by the Manatee Physician-Hospital Organization, Inc. ("PHO") Physician Master Agreement and the Product Description; and Physician grants the PHO the authority to enter into arrangements with Payers in conformance with such Product Description as of the date set by the PHO as the effective date ("Effective Date").

PHYSICIAN

_____
(Signature)

_____
(Please Print Your Name)

_____
(Date)

Office Address(es):

_____

_____

_____

(Primary Address for Notices and Payments)

_____

_____

_____

Physician's Social Security Number _____

Group Tax Identification Number _____

PHO

By: _____

Title: President

Date: _____

Effective
Date: _____

PHYSICIAN MASTER AGREEMENT

This Physician Master Agreement ("Master Agreement") is entered into by and between the Manatee Physician-Hospital Organization, Inc. ("PHO") and the Physician who has signed the Execution Sheet attached hereto ("Physician"). This Agreement will be supplemented from time to time, pursuant to Section 5.2, with Product Descriptions (the Master Agreement and the Product Description are collectively referred to herein as the "Agreement"). The Product Description sets forth the terms and conditions for participation in a health care financing product/Payer program which may be underwritten by one or more Payers. The Product Description is enforceable under the terms and conditions contained therein, and in the event of a conflict between the language of this Master Agreement and any Product Description, the language of the Product Description shall prevail with respect to the services rendered pursuant to that Product.

1. 0 SERVICES

1.1 Physician Services. Physician agrees to: (i) provide to Beneficiaries those authorized Covered Services in his or her specialties in accordance with accepted medical standards in the community: (ii) provide Beneficiaries with access to appropriate Covered Services in his or her specialties at all times, including arranging for coverage by another Participating Physician when unavailable or establishing alternate coverage arrangements approved in advance by the PHO; (iii) cooperate with other Participating Physicians involved in the care and treatment of Beneficiary in providing authorized Covered Services; and (iv) notify the PHO at least ninety (90) days prior to closing his or her practice to new patients, provided that the effective date of such closure shall not occur until the last day of the month in which such closure is to be effective. Physician acknowledges that the PHO does not promise, warrant or guarantee, by this Master Agreement, any Product Description or otherwise, any particular volume of referrals of Beneficiaries to Physician. Physician, except in cases of Emergency, hereby agrees to comply with such pre-authorization requirements called for in the applicable Product Description.

1.2 Use of Participating Providers. Unless the requirement is expressly waived in the applicable Product Description, each Physician shall admit Beneficiaries to hospitals for treatment only when such admissions are certified in advance by the applicable Payer, except in cases of an Emergency. Physician agrees further that, should he/she arrange for coverage with a non-Participating Physician, Physician shall ensure that the non-Participating Physician (i) will accept as full payment for services delivered to Beneficiaries the lesser of the non-Participating Physician's fee-for-service charge or the maximum fees payable to Non-Participating Physicians for such Covered Services set by the applicable Payer; and (ii) will accept the quality assurance, utilization review and discharge planning, referral management and claims payment review procedures described in the applicable Product Description.

2.0 COMPENSATION

2.1 Physician Compensation. The PHO shall arrange for physician to be compensated for services rendered to a beneficiary in accordance with the compensation system set forth in the product description applicable to that beneficiary. Physician agrees to look first to the applicable payer for any compensation for covered services and to accept the amount calculated in accordance with the applicable compensation system as payment in full for such services.

2.2 Determination of Covered Services. The PHO will provide or arrange for the provision to Physician of a schedule of Covered Services for each Payer and will notify or arrange for the notification of the Physician of any amendments or modifications to such schedule. The PHO will also provide or arrange for the provision to Physician of a telephone number to call to verify a Beneficiary's group agreement or individual subscriber contract. Physician acknowledges that he/she has an independent responsibility to provide medical services to Beneficiaries and that any action by a Payer or the PHO pursuant to their utilization management, referral management and discharge planning programs in no way absolves Physician of the responsibility to provide appropriate medical care to Beneficiaries.

2.3 Coverage Verification and Recoveries from Third Parties. Prior to providing services to any patient who presents himself/herself as a Beneficiary, Physician shall verify a Beneficiary's coverage with the applicable Payer or as required by the applicable Product Description. Physician shall cooperate with the Payer in determining if the Beneficiary's illness or injury is covered by auto insurance or other health insurance or otherwise gives rise to a claim by a Payer by virtue of coordination of benefits or subrogation. Physician agrees to take any and all actions necessary to assist the Payer in obtaining recoveries from third parties, including executing any and all documents that reasonably may be required to enable the Payer to bill and/or collect payments from any third parties or assigning payments to Payer; provided that Payer shall provide reasonable compensation to Physician in order to compensate Physician for photocopying costs of any documents.

2.4 Hold Harmless. Physician shall not, either directly or indirectly, bill, charge, or seek compensation for services rendered from patients who are Beneficiaries of a Product when:

a. The PHO has agreed with a Payer that Physician shall not seek such compensation;

b. State or Federal law does not permit Physician to pursue the Beneficiary for compensation; or

c. A condition of State or Federal approval of a contract with the PHO prohibits Physician from pursuing the Beneficiary for compensation.

The preceding provisions shall not be construed to prohibit Physician from collecting or pursuing collection of copayments, deductibles or coinsurance or charges for non-Covered Services in accordance with the terms of the contract between the Payer and the PHO, nor shall the preceding provision prohibit physician from collecting fees from beneficiaries who have not identified themselves as PHO patients. Physician further agrees that this Section 2.4 shall survive the termination of this Agreement regardless of the cause giving rise to termination, shall be construed to be for the benefit of Beneficiaries and supersedes any oral or written agreement to the contrary.

3.0 COMPLIANCE WITH PAYER'S AND THE PHO's POLICIES AND PROGRAMS

3.1 Compliance and Participation. Physician agrees to comply fully with and participate in the implementation of the Payer's policies and programs to control the cost and utilization of medical services as described in the Product Description, including, but not limited to, policies and programs regarding: (i) quality assessment (ii) utilization management; (iii) claims payment review; (iv) Beneficiary grievances; and (v) minimum provider qualifications. In addition, Physician agrees to comply fully with and participate in

the PHO's policies and programs, including, but not limited to, provider grievance and provider credentialing, recredentialing and sanctioning. Physician understands that credentialing criteria may vary between Products and/or Payers. Physician agrees to abide by the determination of the PHO or Payer (as applicable) on all such matters during the term of this Agreement and hereby waives any and all claims Physician may have, now or in the future, against the PHO or any of its directors, officers, employees, or agents arising out of such determinations with respect to Physician. The PHO agrees to furnish Physician with a confidential profile as to his/her practice patterns on a regular basis. Physician agrees not to discriminate in the provision of health care services to Beneficiaries due to the Beneficiary's race, color, national origin, ancestry, religion, health status, sex, marital status, age or source of payment.

3.2 Physician Manual. The operational procedures to implement the PHO's and Payers' policies and programs described in Paragraph 3.1 shall be set forth in a Physician Manual to be provided to Physician by the PHO, the terms of which by reference are incorporated herein. The Physician Manual is subject to modification from time to time in the PHO's sole discretion.

3.3 Network Roster and Marketing. Physician authorizes the PHO and Payers to include Physician's name, address, telephone number, medical specialty, medical education information, hospital affiliations and other similar information in their Roster of Participating Providers, which may be included in various Payer marketing materials. Physician agrees to afford Payers the same opportunity to display brochures, signs or advertisements in Physician's office(s) as Physician affords any Payer not contracting with the PHO. The PHO shall arrange with Payers to permit Physician to use each Payer's name in connection with Physician's own marketing activities designed to promote Physician as a Participating Physician in the applicable Product (s). Upon termination of this Master Agreement or any Product Description, the Physician shall not engage in further marketing activity which implies a continuing relationship between Physician and a Payer with respect to any Product in which participation has been terminated. In such instances, the PHO shall arrange for Payers to cease any activity which implies a continuing relationship between Physician and payer.

3.4 Licensure/Professional Liability Coverage. It is mutually agreed that Physician shall remain in full compliance with all applicable laws and shall be duly licensed in his/her respective jurisdictions and in good professional standing at all times. Evidence of such licensing shall be submitted to the PHO upon request. Physician must demonstrate financial responsibility as determined by the Florida Statute (Chapter 458.320) throughout the term of this agreement. Physician shall notify the PHO of any material adverse change in his/her professional liability coverage within five (5) days of receiving notice of such change.

3.5 Application Fees. Physician shall have completed the PHO's application form to become a Participating Physician. Physician gives the PHO consent to consult with third-parties as required to verify the information contained in Physician's application including the application data sheet, acknowledges that the PHO is relying on information contained in Physician's application to become a Participating Physician, certifies and warrants that such application contains true and correct information and agrees to notify the PHO immediately of any material change in such information. Physician agrees that any material misstatements in or omissions from his/her application to become a Participating Physician constitute cause for immediate retroactive cancellation of this Agreement by the PHO. Physician may be required to pay an annual participating fee to be determined by the Board of Directors of the PHO. Notice of the institution of or change to the annual participation fee shall be provided to Physician no later than sixty (60) days prior to the Anniversary Date as defined in Section 4.1 of this Agreement.

4.0 TERM AND TERMINATION

4.1 Term and Renewal. This Agreement will be effective after execution as of the date specified by the PHO and its initial term shall continue in effect until December 31 of the then-current year (the "Anniversary Date"). Thereafter, the Master Agreement and all Product Descriptions then in effect shall be automatically renewed for successive one year terms ending December 31 of each year unless either the Master Agreement or Physician's participation in one or more individual Products (other than the Standard Products) is terminated at the Anniversary Date by either party upon not less than thirty (30) days prior written notice. Either party's termination of the Master Agreement shall terminate Physician's participation in all Products. Either party's termination of Physician's participation in the Standard Product (as defined in Section 5.2) shall operate to terminate the Master Agreement. The PHO shall utilize the amendment process set forth in Section 5.1 to give the Physician notice of any change in the compensation terms of any Product that will take effect for groups contracting for that product during the next contract year and shall use its best efforts to do so forty-five (45) days in advance of the Anniversary Date.

4.2 Termination Without Cause. This Agreement may be terminated by either party without cause upon sixty (60) days prior written notice to the other party. As required under Florida Statutes Section 641.315, as amended effective October 1, 1991, a physician must provide written notice to the PHO and the Department of Insurance before canceling this Agreement for any reason.

4.3 Immediate Termination. Notwithstanding anything to the contrary herein, the Master Agreement may be terminated by the PHO immediately upon notice to Physician in case of any of the following: (a) a suspension or revocation of the Physician's license, certificate or other legal credential authorizing Physician to provide medical services; (b) an indictment, arrest or conviction for a felony or for any criminal charge related to the rendering of medical services; (c) the cancellation or termination of the professional liability insurance required by this Agreement without replacement coverage having been obtained; (d) failure to comply with the policies and programs described in Section 3.1 of this Agreement, as determined by the appropriate PHO Committee; or (e) when the PHO otherwise determines that immediate termination is in the best interests of the Beneficiaries. Action taken under 4.2 shall include, but not be limited to, actions based on inappropriate or excessive uses of medical or laboratory services, substandard medical care, or any other activity which would be construed to not be in the best interest of Beneficiaries.

5.0 AMENDMENTS AND NEW PRODUCTS

5.1 Amendments. This Master Agreement or any Product Description may be amended by the PHO by giving forty-five (45) days prior written notice to Physician of the proposed amendment. If an amendment is not acceptable to Physician, he/she may terminate participation in the applicable Product (or in the Master Agreement if the proposal amends the Master Agreement) as of the date the amendment becomes effective, by giving written notice to the PHO no later than thirty (30) days after receipt of written notice of the proposed amendment. If Physician gives such notice of termination in writing no later than thirty (30) days after receipt of written notice of the proposed amendment, the PHO may, at its option, continue the Physician's participation in the Master Agreement and the Products in effect without the amendment upon notice to Physician five (5) days prior to the proposed amendment's effective date or the PHO shall allow Physician's termination of participation in the Product or in the Master Agreement, as the case may be, to take effect. If the PHO does not receive notice of termination from Physician within thirty (30) days after receipt of notice

from the PHO, Physician will be deemed to have accepted such amendment as of its effective date. Except as provided in Section 5.1 and 5.2, no other amendment shall be effective unless in writing and signed by both parties.

5.2 Appointment of Manatee PHO as agent Physician appoints Manatee PHO to serve as Physician's agent for the purpose of soliciting offers from payors and for the purpose of entering into agreements with Payors. Upon acceptance by Physician of any Payor Agreement, Physician shall automatically be bound by the terms of such Payor Agreement.

Manatee PHO must obtain Physician's prior acceptance of a Payor Agreement, or amendment to Payor Agreement, in order to enter into or renew any such Payor Agreement on Physician's behalf. In order to obtain Physician's acceptance of a Payor Agreement, Manatee PHO shall provide Physician with a letter summarizing the terms of the Payor Agreement and a copy of the Payor's reimbursement schedule. Upon request, Manatee PHO shall provide Physician with a copy of the Payor Agreement. If Physician fails to advise Manatee PHO in writing of the rejection of any such Payor Agreement within twenty (20) days from the date of Manatee PHO's delivery of such Payor Agreement to Physician, Physician shall be deemed to have accepted such Payor Agreement.

6.0 MISCELLANEOUS PROVISIONS

6.1 Assignment This Agreement, being intended to secure the services of Physician, shall not in any manner be assigned, delegated, or transferred by Physician without the prior written consent of the PHO. Any such transfer or assignment shall be void. The PHO may assign this Agreement to any entity that controls, is controlled by, or that is under common control with the PHO now or in the future, or which succeeds to its business through a sale, merger or other corporate transaction.

6.2 Notices Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the parties at the addresses set forth on the Execution Sheet.

6.3 Relationship of Parties Except as specifically set forth elsewhere in this Agreement, the relationship between the PHO and Physician is that of independent contractors, and neither shall be considered an agent or representative of the other for any purpose.

6.4 Entire Agreement This Agreement and amendments thereto pursuant to Section 5.1, including all Product Description referred to on the Execution Sheet or added from time to time pursuant to Sections 5.1 or 5.2, constitutes the entire understanding and agreement of the parties hereto and supersedes any prior written or oral agreement pertaining to the subject matter hereof.

7.0 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings specified.

7.1 "Beneficiary" means any person for which a Payer has agreed to provide Covered Services when Payer has directly or indirectly contracted with the PHO to arrange for such services, which agreement is consistent with a Product Description which is or becomes a part of this Agreement.

7.2 “Covered Services” means those health care services Beneficiaries are entitled to receive as set forth in the Physician Manual or elsewhere.

7.3 “Emergency” means, except as otherwise defined in the Product Description, the sudden and unexpected onset of acute illness or accidental injury requiring immediate medical intervention as the result of a severe, life threatening or potentially disabling condition.

7.4 “Participating Physician” means a physician who has entered into an agreement with the PHO to provide Covered Services to the Beneficiaries of the applicable Product and who has been credentialed by the PHO to provide Covered Services for the Product.

7.5 “Participating Provider” means a participating Physician or a hospital or any other provider that has contracted with a Payer, directly or through intermediaries, to provide Covered Services to Beneficiaries of the applicable Product.

7.6 “Payer” means any third party payer including, but not limited to, an insurance company, self-funded employer, multiple employer trust, union trust, or governmental entity that has entered into an agreement, either directly or through an intermediary, with the PHO to arrange for the provision of Covered Services to Beneficiaries through Participating Providers.

7.7 “Product” means a health care financing program offered by a Payer which utilizes Participating Physicians to provide Covered Services to Beneficiaries under terms and conditions described in the applicable Product Description.

7.8 “Product Descriptions” means the written descriptions set forth in Exhibit A and incorporated by reference herein of health care financing products which are offered and financed by Payers. The Product Descriptions include terms and conditions under which Physician shall provide Covered Services to Beneficiaries enrolled in that Product.

STANDARD PRODUCT SPECIFICATIONS

(Contract Terms and Conditions Desired by the Manatee PHO)

Administrative Provisions

1) The Standard Product shall be reviewed, and if necessary revised and approved, by the PHO Board of Directors annually.

2) A summary of benefits and sample ID cards must be provided prior to the effective date of an agreement. If changes are made, a new summary of benefits and/or sample ID cards must be provided in advance.

3) PHO shall receive 90 days advance notice of payer's intention to change allowances, UR, claims, and other administrative procedures.

4) Lists of providers, covered services and plan membership must be provided to the PHO prior to the effective date and biannually.

5) Physicians may limit, without penalty, their patient loads.

6) Payer may not preclude a PHO Member from network participation or deselect a participating PHO Member without concurrence of the PHO Board.

7) Any agreement between the PHO and Payer will supersede any existing agreements between Payer and PHO Members. Provided, PHO Members have the right to opt out of agreements that do not meet the participating physicians pricing terms or the Standard Product criteria.

8) Any documents, policies, or procedures which a provider agrees to abide by or comply with should be legally incorporated into the contract.

9) The agreement will be assignable to an affiliate or subsidiary only with the written consent of both parties.

10) Requirements related to notification by provider to plan of adverse incidents or threatened legal action should be narrowly defined and apply only to plan members.

11) The agreement should not have an indemnification clause that required the provider to indemnify the plan.

Appeals & Grievances

1) The contract should contain clear mechanism to appeal utilization review decisions.

2) Appeals and grievances must be settled through binding arbitration by a pre-designated non-partisan third party.

Records

1) Payors and their agents shall bear the cost of chart pulling, copying, mailing, re-filing, etc., for purposes of utilization review and quality assurance/intervention required by payor.

2) Disclosure of medical records should be subject to specific written consent between the provider and the enrollee and subject to Florida law and HIPAA regulations.

3) Access to records must be limited to billing and medical records

4) Access to records will be granted only during normal business hours at a mutually convenient time with adequate notice

Reimbursement

1) The current standard product shall not include plans with capitation or reimbursement withholds.

2) Procedure allowances shall be reviewed annually.

3) Confidentiality of rates must be required

4) Discounts must be contingent upon member providing an identification card to prove that he's a member or the plan must provide an acceptable alternative to verify eligibility.

5) Provider must be able to bill and collect full charges if the patient membership is unverifiable or later proves to be invalid.

6) Plan must make payment to provider under the terms of the agreement while pursuing third party subrogation rights.

7) Lab test allowances may not be bundled with office visit allowances.

8) Physicians shall be participating providers for in office lab tests

9) Physicians shall be participating providers for in office x-rays and EKGs.

Benefit Plan Design

1) Preventive medicine visits, well child visits and immunizations should be covered

2) Routine screenings including mammograms, PAP smears, PSA, rectal exams, hemoglobin/hematocrit, U/A, tuberculin tests, hearing and vision should be covered.

3) Home health visits should be covered.

4) Referrals to the appropriate tertiary care facility and specialists must be covered.

5) Local hearing and speech services must be provided in network.

6) All necessary services should be covered in Manatee or Sarasota County. If a service is not available in network, patients must not be penalized for going out of network.

7) To discourage inappropriate utilization, members must always pay a minimum co-payment of $10.

Claims

1) Membership status and benefits verification should be easy and timely.

2) Payor should accept electronic claims.

3) Payor should accept UB-92 and HCFA 1500 forms.

4) Routine payment of claims should not require submission of information beyond standard information contained on a HCFA 1500.

5) All plans must abide by Florida Prompt Pay legislation

6) There should be no retrospective denials if the plan makes an error in eligibility or authorization.

Term:

1) Term should be one year with automatic renewal

2) Agreement should contain provisions that address annual rate increases.

Termination:

1) The effective date, initial term, termination date and renewal periods should be clearly defined

2) Termination with or without cause - either party may terminate by giving the other party 90 days advance written notice

3) Termination for cause - either party may terminate by giving 30 days advance written notice. However, if the party receiving notice corrects the problem within the 30 day period the agreement will remain in force.

4) General language allowing the plan to terminate based on the health and safety of members should contain specifics of the basis for this determination.

5) Any requirements for continuing to care for plan enrollees beyond the termination date should be limited to patients receiving care at the termination date

Governing Law:

1) Agreements shall be governed by the laws of the State of Florida. Any suit, action or proceeding shall be brought and litigated in the courts of Manatee County.

MANATEE
PHO
Physician Hospital Organization

October 7, 2005

Re: PHO Policies and Guidelines -

Dear PHO Member:

The Board of Directors of Manatee PHO have adopted the following policies and operational guidelines related to contracting activities of the PHO (the "Policies"). The Policies are designed to define the contracting authority and limitations of the PHO and to ensure that all PHO and Member activity is conducted in strict compliance with all federal and state laws and regulations, including but not limited to the federal anti-trust laws. Your signature below will act as an acknowledgement that you have reviewed and understand the Policies and have approved the same as a Member of the PHO. To the extent the Polices conflict with any of the terms set forth in the Physician Master Agreement (the "Master Agreement"), the terms of the Polices shall control.

The Policies are as follows:

1. The PHO Board is only authorized to negotiate and contract on behalf of the PHO and its Members under the following circumstances: (i) PHO Participating Physicians participation, in any particular managed care contract, will exceed 50% of the PHO Members; (ii) the non-pricing terms of a managed care contract meets the material conditions as set forth in the Product Description requirements as approved by the PHO Members on an annual basis pursuant to the terms of the Master Agreement and (iii) LIST SPECIFIC PRODUCT EXCLUSIONS. In the event the above criteria are not satisfied, the PHO will not pursue a contract with such managed care payor and each Participating Physician will have the option to contract with such payor on an individual basis. The above limitations represent a business decision on behalf of the PHO Members to limit the contracting authority of the PHO to ensure that PHO resources are properly utilized to maximize contracting efficiencies.

2. Each PHO Member shall be required to pay an annual membership fee of $100 to pay for the estimated cost associated with the operations of the PHO. The Board of Director's may change the annual fee based upon an increase or decease of the annual estimated operating expenses of the PHO. The annual fee shall be payable by August 1, 2005 for the 2005 calendar year and by January 31st of each subsequent calendar year. The PHO shall provide the PHO Members at least 30 days written notice of any change in the annual membership fee.

3. The PHO will use the "messenger model" for discounted fee-for-service contracting. Under the messenger model, a third party (the "Messenger") will be retained by the PHO to collect relevant fee information and information on what fees the PHO Participating Physicians are willing to accept as reimbursement offers made by payers. Each Participating Physician will agree to participate in any contract that meets the pricing terms of such Participating Physician (subject to the acceptance by such Member of any contract that does not meet the Product Description criteria). The Messenger shall be authorized, as permitted by law, to gather pricing terms from each Participating Physician for

the purpose of providing a summary of the pricing terms (including the level of PHO Member participation at different reimbursement rates) to the payors. The Messenger shall not share or disclose any of the pricing terms to the Board of Directors or any other Member of the PHO. Each Member hereby acknowledges and agrees that the discussion and disclosure of pricing terms among the PHO Members is strictly forbidden and could be in violation of the antitrust laws. Each PHO Member represents and warrants that all pricing terms and contract pricing decisions of such PHO Member shall remain strictly confidential and only be shared with the Messenger.

4. The PHO Board of Directors through its contract committee will continue to represent the PHO in the negotiations of non-pricing terms of managed care contracts within the framework of the Product Description requirements. Neither the PHO Board of Directors (including any member of the contract committee) nor the Messenger shall be permitted to make recommendations to any PHO Member with respect to any decision of such PHO Member to accept or reject participation in any managed care contract.

By signing below you agree that you have reviewed the above Policies, and approve such Policies, to the extent required by the PHO Bylaws, as a PHO Member.

Sincerely,

Waguih E. Masry, M.D., Chairman of the Board

AGREED AND ACCEPTED BY:

_____

NAME: _____

TITLE: _____

DATE: _____

MANATEE
PHO
Physician Hospital Organization

TO: Manatee Physician – Hospital Organization Members

FROM: Peg Gerding, PHO Director

DATE: Sept.1, 2016

SUBJECT: Delegated Credentialing Policies and Guidelines

Background: In the majority of the Manatee PHO payor agreements, the payor group delegates the Credentials/Recredentials functions to the Manatee PHO, i.e., the hospital's Medical Staff offices. The PHO and Medical Staff offices attest to maintaining compliance with accrediting standards, participation in audits and the sharing of Credentials and Recredentials information.

Current Environment: Payor's Delegated Credentialing Policies and programs have become more stringent to comply with Medicare/Medicaid Guidelines. The required due diligence encompasses documentation review including practitioner files (credentialing, quality and risk), credentialing committee minutes and policies and procedures.

Manatee PHO Policies: The Manatee PHO would like to highlight the PHO's policies and programs related to Delegated Credentialing. Your signature below will act as an acknowledgement that you have reviewed, understand and agree to the Compliance and Participation terms as set forth in Provision 3.1 of the PHO Physician "Master Agreement".

> 3.1 Compliance and Participation. Physician agrees to comply fully with and participate in the implementation of the Payer's policies and programs to control the cost and utilization of medical services as described in the Product Description, including, but not limited to, policies and programs regarding: (i) quality assessment (ii) utilization management; (iii) claims payment review; (iv) Beneficiary grievances; and (v) minimum provider qualifications. In addition, Physician agrees to comply fully with and participate in the PHO's policies and programs, including, but not limited to, provider grievance and provider credentialing, recredentialing and sanctioning. Physician understands that credentialing criteria may vary between Products and/or Payers. Physician agrees to abide by the determination of the PHO or Payer (as applicable) on all such matters during the term of this Agreement and hereby waives any and all claims Physician may have, now or in the future, against the PHO or any of its directors, officers, employees, or agents arising out of such determinations with respect to Physician. The PHO agrees to furnish Physician with a confidential profile as to his/her practice patterns on a regular basis. Physician agrees not to discriminate in the provision of health care services to Beneficiaries due to the Beneficiary's race, color, national origin, ancestry, religion, health status, sex, marital status, age or source of payment.

PHO Notification: As a member of the PHO, you understand that upon written request, the Manatee PHO, will 1) provide hospital Medical Staff Credentialing program policies to contracted payors; 2) make available to contracted payors and appropriate accrediting agencies your practitioner file for the purpose of a Credentials/Recredentials audit; and 3) delegates the credentialing and recredentialing function of its participating PHO physicians to the medical staff offices of Manatee Memorial Hospital, L.P.

By signing below you agree that you have reviewed the above Policies, and approve such Policies as a Manatee PHO Member, to the extent required by the PHO Bylaws and Master Participation Agreement.

AGREED AND ACCEPTED BY:

Name: _____

Title: _____

Date: _____