

## ***PHO Provider Professional Services Agreement***

***THIS PHO PROVIDER PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into effective as of \_\_\_\_\_ (the “Commencement Date”), by and between Northeast Louisiana Physician Hospital Organization, Inc., a Louisiana for profit corporation (hereinafter referred to as “PHO”, and \_\_\_\_\_, (hereinafter referred to as “Provider”). To the extent PHO and Provider had entered into a previous version of a PHO Provider Professional Services Agreement, the parties hereby declare that the previous agreement is terminated and this Agreement governs the terms of the arrangement between the parties, effective upon the Commencement Date.***

- A. PHO is a physician hospital organization that has as its primary objective to arrange for the delivery of quality, cost-effective health care services.
- B. As indicated on the signature page of this Agreement, Provider is either (i) a provider who is duly licensed to practice medicine in the State of Louisiana; or (ii) a professional corporation or partnership, which professional corporation or partnership is to provide services hereunder through such provider(s) who are its shareholders, partners and /or employees.
- C. PHO intends to enter into on Provider’s behalf to arrange for Provider to enter into, written agreements (hereinafter referred to as “PHO Agreements”) with licensed health care service organizations, insurance companies, union trust funds, employers, and other third party payors (hereinafter individually and collectively referred to as the “Plan”), which agreements shall obligate Provider to provide Covered Services to Plan Members.
- D. PHO desires to enter into this Agreement with Provider in order to obligate Provider to provide Covered Services to Plan Members in accordance with PHO Agreements.

***NOW, THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations, set forth herein, and for the mutual reliance of the parties hereto, the parties hereto hereby agree as follows:***

### ***1. Definitions.***

When used in this Agreement, the following words and terms shall mean:

- (a) **Covered Services:** Health care services that are authorized for payment under the Plan Member’s Health Benefit Program when rendered by a Participating Provider.
- (b) **Health Benefit Program:** The Plan’s applicable program that defines the health care services for which a Plan Member is eligible and the conditions and circumstances under which the Plan is obligated to pay for such services on behalf of the Plan Member.
- (c) **PHO Providers:** Providers, who have contracted with PHO to render Covered Services to Plan Members, and who have otherwise met the requirements established by PHO for participation in the Plan as a PHO Provider.
- (d) **Participating Providers:** Institutional and/or non-institutional health care providers, including PHO Providers, which or who are under contract, directly or indirectly, with the Plan to provide Covered Services to Plan Members.
- (e) **Plan Member:** An individual eligible to receive Covered Services under a Health Benefit Program to whom Provider is required to provide Covered Services hereunder.

- (f) Protected Health Information: Any health information, including demographic information collected from an individual, that (i) is created or received by a health care provider, health plan, employer, or health care clearing house, (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, (iii) that identifies the individual or can reasonably be used to identify the individual, (iv) is maintained in any form or medium, and (v) is created or received by PHO from or on behalf of Provider.

## **2. Provider Responsibilities.**

- (a) Payment of Fee and Assessments. Provider agrees to pay an application fee and an annual assessment to be determined by the Board of Directors for the purpose of supporting the financial operations of the PHO. The amount of the annual assessment will be at the discretion of the NLPHO Board of Directors.
- (b) Provider Services. Provider shall provide Covered Services, on an as needed basis, within the scope of Provider's licensing, training, experience, and qualifications and consistent with accepted standards of medical practice and the applicable PHO Agreement. Provider shall be paid pursuant to a fee schedule as designated in Exhibit A and pursuant to the terms of Section 3 of this Agreement. If Provider is paid pursuant to a fee schedule, provider shall accept the payments under the fee schedule as payment in full, except for the applicable copayments, coinsurance, and deductibles for providing Covered Services. Provider shall devote the time, attention, and energy necessary for the competent and effective performance of his or her duties hereunder to Plan Members assigned or designated by PHO and the Plan.
- (c) Non-Discrimination. Provider shall not discriminate in the treatment of Plan Members based on race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age. Provider shall make Provider's services available to Plan Members in the same manner, in accordance with the same standards, and within the same availability as to non-Plan Members.
- (d) Referrals and Coverage. Provider shall refer Plan Members only to other Participating Providers except where the medical needs of a Plan Member otherwise require, such as an emergency. Provider shall be responsible for responding to emergent needs of Plan Members twenty-four (24) hours per day, seven (7) days per week, including holidays provided, however, in the event that Provider is unable to provide the required coverage of Covered Services, Provider shall arrange with another equivalently licensed PHO Provider to provide the required Covered Services on a locum tenens, on-call, or other backup basis. In the event that no other such PHO Provider is available or able to provide the required services, Provider may arrange with another equivalently qualified provider member of the Medical Staff of a PHO contracting hospital (the "Hospital") to provide coverage during any period in which Provider is unavailable if permitted by PHO or the Plan.
- (e) Billing Procedure. Provider shall bill the Plan (if required by the applicable PHO Agreement) in a form approved by PHO and the Plan pursuant to the applicable PHO Agreement, and in compliance with Section 3(b)(1). All such bills shall be submitted to the Plan for processing as required by Section 3(b)(1). Provider may bill a Plan Member for any non-Covered Services which Provider may provide to a Plan Member provided that, if practicable, Provider shall obtain a written acknowledgment and acceptance of patient financial responsibility from the Plan Member prior to the time such non-Covered Services are provided or, at a minimum, shall obtain verbal acknowledgment and acceptance of financial responsibility from the Plan Member after making such disclosure. Provider may not under any circumstances bill a Plan Member for any Covered Services except to collect any copayments, coinsurance, or deductibles provided for under a Health Benefit Program or if the Plan claims bankruptcy, becomes insolvent, or does not meet the current state regulations for timely payment. All copayments, coinsurance, or deductibles should whenever possible, be collected by Provider at the time Covered Services are rendered.
- (f) PHO and Plan Policies and Procedures; PHO Committees. Provider agrees to participate in, cooperate with, and fully comply with all applicable requirements of PHO and the Plan relating to utilization review, quality assurance, credentialing, Plan Member grievance procedures, and other policies and procedures adopted by PHO or the Plan. If Provider fails to comply with such utilization review requirements, Provider agrees that

compensation otherwise due Provider hereunder for the services in question may be subject to forfeiture, in whole or in part, directly or by way of offset, according to the policies of PHO or the Plan. Provider shall also serve on the Utilization Review and Quality Assurance Committee established by PHO, if requested to do so by PHO

- (g) Provider Practice and Personnel. Provider shall determine the method, details, and means of performing Provider's services, and shall be entitled to perform usual and customary procedures relative to his or her practice, subject to the other terms and conditions of this Agreement. Provider may, at Provider's own expense, employ such non-provider personnel as Provider deems necessary to assist in the performance of the services required by this Agreement. PHO shall not control, direct, or supervise Provider's assistants or employees in the performance of those services.
- (h) Insurance. Provider shall secure and maintain, at his or her expense, throughout the term of this Agreement, professional liability insurance in a minimum amount, as required by the Louisiana Patient Compensation Fund, for each provider who will provide services pursuant to this Agreement, unless otherwise approved by the PHO Board of Directors. Upon request by the PHO, Provider shall provide PHO with copies of the policies or other evidence of compliance with the foregoing insurance requirements acceptable to PHO. Provider further agrees that Provider shall use his or her best efforts to obligate the insurance carrier to provide at least thirty (30) days prior written notice to PHO of cancellation or amendment. Provider shall notify PHO promptly whenever a Plan Member files a claim or notice of intent to commence legal action alleging professional negligence against Provider, or if a final judgment is rendered against Provider in such a legal action. If any policy of professional liability insurance of Provider is terminated, Provider shall immediately notify PHO and, if such insurance provided "claims made" coverage shall immediately purchase "tail" coverage necessary to continue coverage which meets all of the requirements of this Section 2(h) covering any services rendered during the terms of this Agreement. The obligations of this Section 2(h) shall survive the termination of this Agreement.
- (i) Professional Requirements. Provider shall maintain an unrestricted current license to practice medicine in the State of Louisiana and, unless otherwise approved by the Board of Directors of PHO, at its sole discretion, shall be and remain, at all times during the term of this Agreement, an active member in good standing and on the Medical Staff of at least one PHO Hospital or in the alternative, be on the Courtesy or Consulting Medical Staff or utilize the hospitalists who are credentialed and approved by the PHO of at least one PHO Hospital. Each provider who will provide services pursuant to this Agreement shall comply with the credentialing policies and procedures, and Provider hereby warrants and represents that such information is correct & complete and that such Provider shall promptly notify PHO of any change. Provider shall notify PHO promptly concerning any denial, modification, reduction, restriction, suspension, or termination (either voluntary or involuntary) of Provider's privileges by the Hospital or any other hospital, and Provider hereby authorizes the Hospital and any other hospital to notify PHO promptly should any disciplinary or other action of any kind be initiated against Provider which could result in any denial, modification, reduction, restriction, suspension, or termination (either voluntary or involuntary) of Provider's privileges, except temporary (i.e., of fewer than ten (10) days duration) disciplinary action taken or threatened to be taken due to Provider's failure to complete medical records on a timely basis. Further, Provider shall notify PHO promptly of (i) any modification, restriction, suspension, or revocation of Provider's license; (ii) any modification, restriction, suspension, or revocation of Provider's authorization to prescribe or to administer controlled substances; (iii) the imposition of any sanctions against Provider under the Medicare or Medicaid programs or any other governmental program; or (iv) any other professional disciplinary action or criminal action of any kind against Provider which is either initiated, in progress, or completed as of the Commencement Date of this Agreement and at all times during the term of this Agreement.
- (j) Independent Contractor. Provider understands and agrees that, in providing Covered Services under this Agreement, Provider acts as an independent contractor and not as a partner, employee, or agent of PHO or the Plan, and that Provider shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance and other obligations with respect to Provider's employees.

- (k) Coordination Benefits. Provider agrees to cooperate in providing for effective implementation of the provisions of a Health Benefit Program, relating to coordination of benefits.
- (l) PHO Provider Directory. Provider hereby authorizes PHO and the Plan to list Provider's name, specialty, address, and telephone number in any Plan or PHO marketing materials to help promote PHO, the Plan, or a Health Benefit Program to potential Plan Members.
- (m) Non-Exclusivity. Nothing in this Agreement shall be construed to restrict Provider from providing, or entering into other contracts or agreements to provide, health care services to non-Plan Members, provided that: (1) such activities do not hinder or conflict with Provider's ability to perform his or her duties and obligations under this Agreement; (2) in rendering such services, Provider shall neither represent nor imply in any way to the recipient that such services are being rendered by or on behalf of PHO or the Plan; and (3) any professional services rendered by Provider outside the scope of this Agreement shall not be billed by, to or through PHO or the Plan.
- (n) Binding Effect of PHO Agreements. Provider agrees that PHO has the right to bind Provider to all PHO Agreements that match or exceed the minimum fee requirements selected by Provider contained in Exhibit A hereto, as it may from time to time be amended by Provider, and other terms and conditions of this Agreement. For any new PHO Agreement or amendment to an existing PHO Agreement that does not match or exceed the minimum fee requirements contained in Exhibit A, PHO will furnish Provider with a summary of such contract, together with the applicable payment methodology and other terms and conditions. If Provider chooses to accept the new PHO Agreement or the amendment to an existing PHO Agreement, Provider must do so by notifying PHO in writing within ten (10) working days. Unless PHO receives timely, written notice from Provider accepting such PHO Agreement or amendment (i.e., PHO receives written acceptance by Provider within ten (10) working days of the date on which such materials were dated by PHO and posted to Provider), Provider shall be deemed to have rejected such PHO Agreement or amendment. Rejection of a PHO Agreement or of amendments to an existing agreement shall not terminate Provider's obligation under this Agreement with respect to Covered Services to be provided to Plan Members of other Plans under PHO Agreements previously or subsequently accepted by Provider.
- (o) Professional Corporations or Partnerships. If Provider is a professional corporation or partnership, Provider shall obligate in writing each of its shareholders, partners and/or professional employees who intend to perform services hereunder to comply with all of the obligations of Provider hereunder.
- (p) Confidentiality. Providers shall keep confidential any financial, operating, proprietary, or business information relating to PHO or the Plan which is not otherwise public information. In addition, Provider understands the need to keep confidential from other PHO Providers the minimum fee requirements selected by Provider (attached hereto as Exhibit A) and agrees to refrain from discussing or consulting with other PHO Providers regarding Provider's selection of minimum fee requirements.
- (q) Mid-Level Providers. Mid-level providers will include, but are not limited to, nurse practitioners and physician assistants. Mid-level providers who practice in an outpatient setting and who see plan members as a new patient and/or follow-up for their collaborating physician will adhere to NLPHO policies and procedures as outlined in QI 101.

### 3. PHO Responsibilities.

- (a) PHO Agreements. PHO shall have the authority, as Provider's agent, to present the minimum fee requirements selected by Provider to interested Plans and enter into PHO Agreements for the provision of Covered Services to Plan Members. PHO shall not, in any manner, negotiate with Payors on behalf of PHO Providers.

- (b) **Billing and Payment.** Unless otherwise agreed to by PHO under a PHO Agreement by which Provider is bound under Section 2(n), Provider shall be compensated by Plans for Covered Services provided by Provider to Plan Members the lesser of either their billed charges or the fee schedule set forth in Exhibit A. Payments to Provider for Covered Services rendered shall be made as follows:

3(b)(1) For any Covered Services for which Provider is to be paid on a Fee-for-Service basis, Provider shall, within thirty (30) days following the provision of Covered Services, submit to the Plan as required by the PHO Agreement, a statement or statements of the Covered Services rendered by Provider to Plan Members, Providers usual and customary charge for such Covered Services, and if applicable to the compensation provisions of the PHO Agreement, the amount of compensation due. PHO shall use its best efforts to require the Plan to pay the compensation due Provider under this Section 3(b)(1), within the current timeframe as established and required by Louisiana State Law after the receipt by the Plan as applicable, of a complete and accurate claim. In no event shall PHO be obligated to pay Provider or any covered provider for services rendered to Plan Members, and Provider expressly waives any right to bring any action, legal or otherwise, against PHO due to a Plan's failure to pay Provider hereunder,. Provider agrees to accept the compensation provided under this Section 3(b)(1), as payment in full for all Covered Services, except for applicable copayments, coinsurance, deductibles, and for non-covered services. Any claims received by the Plan will adhere to the individual contracted Plan's claims submission requirements as described in the individual agreement between NLPHO and the contracted plan. The Plan shall not refuse payment if Provider is attempting to coordinate benefits with another payor in accordance with the Plan's policies and procedures.

- (c) **Patient Records.** PHO shall obligate PHO Providers to comply with all reasonable requests of Provider for access to patient records reasonably necessary for the performance of Provider's duties under this Agreement.
- (d) **Coordination with Plans.** PHO shall use its best efforts to ensure that its policies and procedures or the PHO Agreements establish protocols upon which Provider may rely with respect to verification of enrollment and eligibility of Plan Members, assignment of Plan Members to primary care providers (if applicable) and referrals to Participating and non-Participating Providers.

#### **4. Medical Records.**

- (a) **Plan Member Records.** Provider shall maintain the usual and customary records, in accordance with all applicable federal and state statutory and regulatory requirements, for each Plan Member in the same manner as for other patients of Provider.
- (b) **Confidentiality.** Except as otherwise required by applicable law or this Agreement, PHO and Provider agree to keep confidential, and to take the usual precautions to prevent the unauthorized disclosure of, any and all records required to be prepared or maintained by Provider hereunder.

#### **5. Term and Termination.**

- (a) **Term and Renewal.** The term of this Agreement shall begin on the Commencement Date, shall continue for an initial term of one (1) year thereafter, and shall be automatically renewed for additional one (1) year periods thereafter until terminated in accordance with this Section 5. Provider shall have no hearing or other appeal rights with respect to any termination of this Agreement unless and only to the extent that such rights may be expressly required by law.
- (b) **Termination.** Either party may terminate this Agreement, with or without cause, upon at least ninety (90) days prior written notice to the other party.
- (c) **Termination on Notice of Default.** In the event either party shall give notice to the other that such party has substantially defaulted in the performance of an obligation under this Agreement, and such default shall not

have been cured within fifteen (15) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement.

- (d) Immediate Termination. PHO shall have the right to terminate this Agreement and all PHO Agreements entered into by PHO on behalf of Provider immediately upon written notice to Provider upon the occurrence of any of the following events:
- (1) Provider's license to practice medicine in the State of Louisiana or authorization to administer controlled substances is denied, modified, reduced, restricted, suspended, or terminated (either voluntarily or involuntarily);
  - (2) Provider's medical staff privileges at the Hospital or any other hospital are denied, modified, reduced, restricted, suspended, or terminated (either voluntarily or involuntarily) other than temporary suspension (i.e., of fewer than ten (10) days duration) due to Provider's failure to complete medical records on a timely basis;
  - (3) Provider's professional liability coverage as required under Section 2(h) of this Agreement is reduced or is no longer in effect;
  - (4) Provider's death or incapacity. The Board of Directors of PHO shall determine whether Provider is incapacitated for the purposes of this Section 5(d)(4);
  - (5) Provider fails to notify PHO in accordance with Section 2(i) of this Agreement;
  - (6) PHO makes a reasonable and good faith determination that such termination is necessary in order to protect the health, welfare, or financial well-being of Plan Members; or
  - (7) Provider refers a Plan Member out of the PHO network in violation of Section 2(d) of this Agreement; provided that PHO has previously given Provider a written warning of a referral out of network regarding a different Plan Member or the same Plan Member for a different provision of a Covered Service. In the event that Provider is a professional corporation or partnership and one of the events listed in Section 5(d)(1)-(7) occurs with respect to a shareholder/partner/employee of Provider, this Agreement may be continued at the sole option of PHO, provided that Provider prohibits the affected shareholder/partner/employee from providing services under this Agreement and adheres to any other conditions that may be imposed by PHO. This Agreement and all PHO Agreements entered into by PHO on behalf of Provider may also be terminated immediately by PHO if Provider is no longer a corporation or partnership, as applicable, in good standing under the laws of the State of Louisiana, or if there is a change in the majority ownership or control of Provider.
- (e) Effect of Termination. Upon termination, all rights and obligations of the parties under this Agreement and all PHO Agreements entered into by PHO on behalf of Provider shall immediately cease, except as provided in subsections 2(h), 5(e), 5(f), and 5(g) of this Agreement; provided, however, that termination of this Agreement shall not relieve either party of any obligation to the other party in accordance with the terms of this Agreement with respect to services furnished prior to such termination, and termination shall not relieve Provider of his or her obligation to cooperate with PHO and the Plan in arranging for the transfer of care of Plan Members then receiving treatment from Provider.
- (f) Continuation of Services. If requested by PHO or the Plan, Provider shall continue to furnish, and the Plan shall continue to pay for, in accordance with the terms of this Agreement, Covered Services rendered to Plan Members under the care of Provider at the time of termination until either the services being rendered are completed or for sixty (60) days, whichever is less, unless the Plan or PHO makes provision for the assumption of such services by another provider. PHO shall use its best efforts to transfer the Plan Member to another provider upon termination of this Agreement. Furthermore, if Provider has executed a PHO Agreement which requires the continuing provision of services to Plan Members after termination of this Agreement, Provider agrees to continue to provide services to Plan Members in accordance with such PHO Agreement.
- (g) Access to Records. Notwithstanding any termination of this Agreement, PHO and the Plan shall continue to have access to Provider's records in accordance with Sections 4 and 6(a) hereof for four (4) years from the date on which Provider provided the Covered Services referred to in such records.

**6. Privacy of Protected Health Information.**

- (a) Uses and Disclosure of Protected Health Information. PHO shall use and disclose any “Protected Health Information” (as defined below) it may receive from Provider only as authorized by this Agreement to perform the Services set forth in the Agreement, and in accordance with applicable federal and state laws, including, but not limited to, HIPAA. In addition to the services set forth in the Agreement, PHO may provide data aggregation services relating to the health care operations of Provider. PHO may also use or disclose Protected Health Information (i) for the proper management and administration of its business, and (ii) to carry out its legal responsibilities if (x) the disclosure is required by law, or (y) PHO obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was originally disclosed to the person or entity, and if the person or entity agrees to notify PHO of any breaches of such confidentiality of which it becomes aware. PHO shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required or allowed by applicable laws.
- (b) Safeguards Against Misuse of Information. PHO agrees that it will use reasonable and appropriate safeguards to prevent the unauthorized use or disclosure of Protected Health Information.
- (c) Reporting of Disclosures of Protected Health Information. PHO shall, as soon as reasonable practical after becoming aware of an unauthorized use or disclosure of Protected Health Information, by PHO, its employees, contractors, or agents which is in violation of this Agreement or HIPAA, notify Provider of such use or disclosure, the circumstances surrounding the use or disclosure, and a description of the Protected Health Information so used or disclosed.
- (d) Agreements by Third Parties. To the extent required under HIPAA or other applicable law, if PHO enters into any agreement with an agent, subcontractor, or any other third party to which PHO will either disclose or permit access to Provider’s Protected Health Information, such agreements shall require the agent, subcontractor or other third party to be bound by the same restrictions, terms conditions, and required disclosures that apply to PHO pursuant to this Agreement.
- (e) Access to Information. Within ten (10) business days of a request by Provider for access to Protected Health Information about an individual contained in a Designated Record Set (as defined in 45 C.F.R. 164.501) in PHO’s possession (such as Provider’s billing and medical records), PHO shall make available to Provider such Protected Health Information for so long as such information is maintained in the Designated Record Set by PHO. In the event any individual patient requests access to his or her own Protected Health Information directly from PHO, PHO shall take no direct action on the request and instead shall notify Provider within ten (10) business days of PHO’s receipt of such request. PHO shall reasonably cooperate with Provider to provide an individual, at Provider’s written direction, with access to the individual’s Protected Health Information in PHO’s possession within ten (10) business days of PHO’s receipt of written instructions for same from Provider. Any denials of access to Protected Health Information requested shall be the responsibility of Provider.
- (f) Availability of Protected Health Information for Amendment. Within ten (10) business days of PHO’s receipt of a written request from Provider for the amendment of an individual’s Protected Health Information or a record regarding an individual contained in a Designated Record Set in PHO’s possession, PHO shall provide such information to Provider for amendment and, subsequent to its receipt of any amendments from Provider, incorporate such amendments as required by HIPAA. In the event an individual directly requests such an amendment from PHO, PHO shall take no direct action on the request and shall instead forward such request to Provider within ten (10) business days of PHO’s receipt of such request. PHO shall then incorporate any amendments to the individual’s Protected Health Information in PHO’s possession within ten (10) business days of PHO’s subsequent receipt of written instructions for same from Provider. Any denials of amendments to Protected Health Information shall be the responsibility of Provider.

- (g) Accounting of Disclosures. To the extent required under HIPAA or other applicable law, within ten (10) business days of PHO's receipt of a written request by Provider for an accounting of any disclosures of Protected Health Information made by PHO regarding an individual, PHO shall make available to Provider the following information for each disclosure made by PHO for which it must maintain such documentation; provided, however, that PHO shall not be required to maintain records or provide disclosure of information on the types of permitted disclosures set further in 45 C.F.R. 164.28 (a) (1): (I) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event a request for an accounting from an individual is delivered directly to PHO, PHO shall take no direct action on the request and shall instead forward such request to Provider within ten (10) business days of PHO's receipt of such request. It shall be Provider's responsibility to prepare and deliver any such accounting requested.
- (h) Availability of Books and Records. PHO shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by PHO on behalf of Provider available to the Secretary of the United States Department of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom authority has been delegated for purposes of determining Provider's compliance with HIPAA.
- (i) Return of Protected Health Information. Upon expiration or termination of this Agreement, PHO agrees, to the extent feasible, to immediately return to Provider or to destroy all of Provider's Protected Health Information that PHO created or received on behalf of Provider, and not retain in any form any copies of such information. If the return or destruction of the Protected Health Information is not reasonably feasible, then PHO agrees to protect the confidentiality of the Protected Health Information and limit any further uses or disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.
- (j) Provider's Responsibilities. Provider shall (I) provide PHO with a copy of the "Notice of Privacy Practices" that Provider must provide his or her patients in accordance with 45 C.F.R. 164.520, as well as any changes to that notice, (ii) provide PHO with any changes in, or revocation of, permission by an individual to use or disclose his or her Protected health Information, if any such change affects PHO's permitted or required uses or disclosures of that Protected Health Information, (iii) notify PHO of any restriction to the use or disclosure of Protected Health Information that Provider has agreed to in accordance with 45 C.F.R. 164.522, and (iv) not request PHO to use or disclose any Protected Health Information in any manner that would not be permissible under HIPAA.

## **7. Security of Health Information.**

- (a) Security Plan. PHO shall reasonably cooperate with Provider to perform its obligations under the Agreement in compliance with any reasonable security plan or security policies and procedures implemented by Provider in accordance with HIPAA (collectively, the "Security Plan"). Provider shall provide PHO with copies of any such Security Plan that PHO reasonably needs in order to comply with same.

PHO agrees that it will use its best efforts to protect the integrity and confidentiality of the data, including Protected Health Information exchanged between PHO and Provider pursuant to the Agreement, in accordance with the HIPAA security standards (45 C.F.R. 142.101, et. seq.) (the "Security Standards") and the Security Plan. In addition, PHO shall require any individual or entity with which it contracts to perform any of the services under this Agreement to also comply with all applicable Security Standards and the applicable portions of the Security Plan pursuant to an appropriate "Chain of Trust Agreement", as may be required by and is defined under HIPAA. Conversely, Provider agrees that he or she will use his or her best efforts to comply with any security plan and security policies and procedures created by PHO. PHO shall provide Provider with copies of such security plans or security policies and procedures that Provider reasonably needs in order to comply with same.



- (b) Education. PHO shall cause its employees to attend training and/or education programs regarding the security and confidentiality of Protected Health Information that may be reasonably requested by Client in accordance with the Security Standards and the Security Plan.

**8. Termination and Amendment of Agreement**

- (a) Termination for Breach of HIPAA Requirement. Without limiting the generality of the provisions of Section 5(c) of the Agreement, if PHO materially breaches a provision and such breach is not cured within sixty (60) days of PHO's receipt of written notice reasonably specifying such breach and demanding cure of the same, then Provider may terminate this Agreement immediately upon a further written notice to PHO notifying PHO of such termination; provided, however, that if such breach is not one that can reasonably be cured within sixty (60) days, then Provider may not terminate this Agreement if PHO has undertaken to cure such breach within the sixty (60) days and is diligently pursuing the cure of same.
- (b) Amendment of Agreement. PHO and Provider hereby agree that if any provision of HIPAA or the regulations promulgated thereunder, including, but not limited to, the Privacy or Security Regulations, changes such that such change materially affects the HIPAA terms of this Agreement or the obligations of either party, the parties will use their best efforts to renegotiate the HIPAA terms of this Agreement, including making any necessary changes to make this Agreement an appropriate Chain of Trust Agreement under the Security Regulations. If the parties are unable to reach any agreement regarding such amendment to this Agreement, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.

**9. General Provisions.**

- (a) Access to Books, Records, and Papers. PHO and the Plan shall have access, at reasonable times, upon reasonable demand, to the books, records, and papers of Provider relating to health care services provided to Plan Members. Such access shall include, but is not limited to, allowing review by PHO's or the Plan's Medical Director or their designee of a random selection of Provider's office charts relating to Plan Members for purposes of PHO's peer review, utilization review, and quality assurance programs. Such records shall also be accessible upon request as required by law and as otherwise set forth in this Agreement.
- (b) No Third Party Beneficiaries. Neither Plan Members nor any other third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.
- (c) Assignment. Provider may not assign or transfer his or her rights or obligations under this Agreement without the prior written consent of PHO. PHO may assign its rights or obligations hereunder upon at least sixty (60) days prior written notice to Provider. Any purported assignment or transfer in violation of this section shall be null and void.
- (d) Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be either hand delivered, sent via overnight mail, such as Federal Express, or sent postage prepaid, by certified mail, return receipt requested, to PHO or Provider at the address set forth below. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the earlier of the date indicated on the return receipt or four (4) business days after mailing if sent by certified mail.

***If to PHO:***

Northeast Louisiana Physician Hospital Organization, Inc.  
1900 North 18th Street, Suite 304  
Monroe, Louisiana 71201

***If to Provider:***

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- (e) Severability. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
- (f) Effect of Severable Provision. In the event that a provision of this Agreement is rendered invalid or unenforceable as provided in section 6(e) hereof and its removal has the effect of materially altering (i) the obligations of PHO in such manner as, in the sole judgment of PHO, will cause PHO to act in violation of its Corporate Articles or Bylaws, or (ii) the obligations of either PHO or Provider in such manner as, in the sole judgment of the affected party, will cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination pursuant to this section 6(f), the provisions of Section 5 shall govern such termination.
- (g) Waiver of Breach. The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.
- (h) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Louisiana. All duties and obligations of the parties are performable in Ouachita Parish, Louisiana, and Ouachita Parish, Louisiana shall be the venue for any action, special proceeding, or other proceeding that may be brought or arise out of , in connection with, or by reason of this Agreement.
- (i) Dispute Resolution. The parties agree that any dispute or claim arising under this Agreement shall be resolved through alternative dispute resolution means in accordance with this Section. Initially, the parties shall engage in non-binding mediation. Mediation shall be held at a site as is mutually agreed to by both parties, and, if the parties fail to agree on a site within ten (10) days of notice of such claim or dispute, mediation will be held in Monroe, Louisiana. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution. In the event that the dispute or claim does not satisfactorily resolve through mediation within forty-five (45) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding and final arbitration to be conducted in accordance with the rules of the National Health Lawyers Association's Alternative Dispute Resolution Service. Arbitration shall take place in Monroe, Louisiana unless mutually agreed otherwise. Any judgment, decision, or award by the arbitrator shall be final and binding on the parties, and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision, or award is to be enforced. The parties specifically and knowingly waive any rights under state or federal constitutions or statutes which grant a party the right to trial by jury for any claim which might arise under this Agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision, or award. The arbitration shall be conducted by a single arbitrator agreed on by the parties, or if the parties fail to agree, appointed in accordance with the rules of the National Health Lawyers Association's Alternative Dispute Resolution Service. The prevailing party in the arbitration shall be entitled to recover from the losing party reasonable expenses, attorney fees, arbitration costs, and any other cost incurred in the enforcement of any award rendered therein. The prevailing party means the party determined by the arbitrator to have prevailed.
- (j) Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matters hereof. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of PHO's and Provider's duly authorized representatives.

- (k) Absence of Certain Business Practices. Neither the Northeast Louisiana Physician Hospital, Inc. and no director, officer, employee or agent of the NLPHO, nor any person or entity providing professional or other services to the NLPHO, has, directly or indirectly, engaged in any activities on behalf of or attributable to the Company which are prohibited under federal Medicare and Medicaid statutes, 42 U.S.C.A. ss. 1320-7a, 1320a-7b, 1370-7, 1395nn or 13966, the Federal Civil False Act (31 U.S.C.A. ss. 3279, et. Seq), the Federal TRICARE Statute or the regulations promulgated pursuant to such statutes, any other applicable federal statute or fraud law, or any similar state or local statutes or regulations or which are prohibited by rules of professional conduct, including the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (ii) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (iii) failing to disclose Knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on its own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; (iv) knowingly or willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in case or in kind or offering to pay such remuneration in return for referring an individual to a person for the furnishing of any item or service for which payment may be made in whole or in part by Medicare, Medicaid, or any Federal Health Care Program (as defined at 42 U.S.C.A. ss. 1320a-7b(f), or purchasing, leasing, or ordering, or arranging for or recommending purchasing, leasing, or ordering, of any good, facility, service, or item for which payment may be made in whole or in part by Medicare, Medicaid or any Federal Health Care Program; (v) presenting or causing to be presented a claim for reimbursement under any health care program that is for an item or service the claimant knows or should know was not provided as claimed, for an item or service the claimant knows or should know is false or fraudulent or for an item or service the claimant knows or should know is not medically necessary; (vi) knowingly and willfully making or causing to be made or inducing or seeking to induce the making of any false statement or representation (or omitting to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading) or a material fact with respect to the conditions or operations of an NLPHO member facility or member in order that such facility or member may obtain certification, accreditation or similar approval under any Federal Health Care Program or any health care program operated by or financed in whole or in part by any state or other government jurisdiction in which the NLPHO is authorized to do business or information required to be provided under 42 U.S.C.A. ss. 1320a-3.
- (l) Compliance with Government Requirements. Provider agrees to comply with all applicable requirements, laws, rules, and regulations of any federal or state agencies which are applicable to the terms and conditions of this Agreement. Provider understands that appropriate federal or state agencies may change or add to such requirements, laws, rules, and regulations from time to time.

***IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.***

\_\_\_\_\_  
***Provider***

\_\_\_\_\_  
***Print Name***

\_\_\_\_\_  
***Date***

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*Northeast Louisiana Physician Hospital Organization, Inc. ("PHO")*

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*Print Name*

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*Title*

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*Date*