

## HealthReach PPO In-Network Hospital Listing

OFFICE_NAME	ADDRESS_1	CITY	STATE	ZIP	COUNTY
ADAMS COUNTY HOSPITAL	210 N. WILSON DR.	W. UNION	OH	45693	ADAMS
ADENA REGIONAL MEDICAL CENTER	272 HOSPITAL ROAD	CHILLICOTHE	OH	45601	ROSS
ARTHUR G. JAMES CANCER HOSPITAL	300 W. 10TH AVE.	COLUMBUS	OH	43210	FRANKLIN
BERGER HOSPITAL	600 N. PICKAWAY ST.	CIRCLEVILLE	OH	43113	PICKAWAY
BLANCHARD VALLEY REG-BLANCHARD HOSP	1900 SOUTH MAIN STREET	FINDLAY	OH	45840	HANCOCK
BLANCHARD VALLEY REG-BLUFFTON HOSP	139 GARAU ST.	BLUFFTON	OH	45817	ALLEN
BUCYRUS COMMUNITY HOSPITAL	629 N. SANDUSKY AVE.	BUCYRUS	OH	44820	CRAWFORD
CABELL HUNTINGTON HOSPITAL	1340 HAL GREER BLVD	HUNTINGTON	WV	25701	CABELL
CHILDREN'S MEDICAL CENTER OF DAYTON	1 CHILDREN'S PLAZA	DAYTON	OH	454041815	MONTGOMERY
CHILDRENS HOSPITAL MED CTR OF AKRON	1 PERKINS SQ	AKRON	OH	443081062	SUMMIT
CLEVELAND CLINIC FOUNDATION	9500 EUCLID AVE.	CLEVELAND	OH	44195	CUYAHOGA
COSHOCTON COUNTY MEMORIAL HOSPITAL	1460 ORANGE ST.	COSHOCTON	OH	43812	COSHOCTON
DOCTORS HOSPITAL OF NELSONVILLE	1950 MT. SAINT MARY DR.	NELSONVILLE	OH	45764	ATHENS
DOCTORS HOSPITAL WEST	5100 W. BROAD ST.	COLUMBUS	OH	43228	FRANKLIN
DUBLIN METHODIST HOSPITAL	7500 HOSPITAL DRIVE	DUBLIN	OH	43016	FRANKLIN
DUNLAP MEMORIAL HOSPITAL	832 S. MAIN ST.	ORRVILLE	OH	44667	WAYNE
EAST LIVERPOOL CITY HOSPITAL	425 W. FIFTH ST.	E. LIVERPOOL	OH	43920	COLUMBIANA
FAIRFIELD MEDICAL CENTER	401 N. EWING ST.	LANCASTER	OH	43130	FAIRFIELD
FAYETTE COUNTY MEMORIAL HOSPITAL	1430 COLUMBUS AVE.	WASHINGTON COURT HOUSE	OH	43160	FAYETTE
FIRELANDS REGIONAL MEDICAL CENTER	1101 DECATUR ST.	SANDUSKY	OH	44870	ERIE
FIRELANDS REGIONAL MEDICAL CENTER	1912 HAYES AVE. S. CAMPUS	SANDUSKY	OH	44870	ERIE
FISHER TITUS MEDICAL CENTER	272 BENEDICT AVE.	NORWALK	OH	44857	HURON
FOSTORIA COMMUNITY HOSPITAL	501 VAN BUREN ST.	FOSTORIA	OH	44830	SENECA
GALION COMMUNITY HOSPITAL	269 PORTLAND WAY S.	GALION	OH	44833	CRAWFORD
GENESIS HEALTHCARE SYSTEM	2951 MAPLE AVE.	ZANESVILLE	OH	43701	MUSKINGUM
GENESIS HEALTHCARE SYSTEM	714 FOREST AVE.	ZANESVILLE	OH	43701	MUSKINGUM
GRADY MEMORIAL HOSPITAL	561 W. CENTRAL AVE.	DELAWARE	OH	43015	DELAWARE
GRANT MEDICAL CENTER	111 S. GRANT AVE.	COLUMBUS	OH	43215	FRANKLIN
GREENFIELD AREA MEDICAL CENTER	550 MIRABEAU ST.	GREENFIELD	OH	45123	HIGHLAND
HARDIN MEMORIAL HOSPITAL	921 E. FRANKLIN ST.	KENTON	OH	43326	HARDIN
HARRISON COMMUNITY HOSPITAL	951 E. MARKET ST.	CADIZ	OH	43907	HARRISON
HIGHLAND DISTRICT HOSPITAL	1275 N. HIGH ST.	HILLSBORO	OH	45133	HIGHLAND
HOLZER MEDICAL CENTER	100 JACKSON PIKE	GALLIPOLIS	OH	45631	GALLIA
HOLZER MEDICAL CENTER JACKSON	500 BURLINGTON ROAD	JACKSON	OH	45640	JACKSON
KNOX COMMUNITY HOSPITAL	1330 COSHOCTON ROAD	MOUNT VERNON	OH	43050	KNOX
LICKING MEMORIAL HOSPITAL	1320 W. MAIN ST.	NEWARK	OH	43055	LICKING
LIMA MEMORIAL HEALTH SYSTEM	1001 BELLEFONTAINE AVE.	LIMA	OH	45804	ALLEN
MADISON COUNTY HOSPITAL	210 N. MAIN ST.	LONDON	OH	43140	MADISON
MARION GENERAL HOSPITAL	1000 MCKINLEY PARK DR.	MARION	OH	43302	MARION
MARY RUTAN HOSPITAL	205 PALMER AVE.	BELLEFONTAINE	OH	43311	LOGAN
MEDCENTRAL HEALTH SYSTEM	CRESTLINE CAMPUS	CRESTLINE	OH	448271453	CRAWFORD

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OFFICE_NAME	ADDRESS_1	CITY	STATE	ZIP	COUNTY
MEDCENTRAL HEALTH SYSTEM	SHELBY CAMPUS	SHELBY	OH	44875	RICHLAND
MEDCENTRAL HEALTH SYSTEM	MANSFIELD CAMPUS	MANSFIELD	OH	44903	RICHLAND
MEMORIAL HOSPITAL OF UNION COUNTY	500 LONDON AVE.	MARYSVILLE	OH	43040	UNION
MERCY CHILDREN'S HOSPITAL	2222 CHERRY ST #2800	TOLEDO	OH	43608	LUCAS
MERCY HOSPITAL OF TIFFIN	45 SAINT LAWRENCE DR	TIFFIN	OH	44883	SENECA
MERCY HOSPITAL WILLARD	110 E. HOWARD ST.	WILLARD	OH	44890	HURON
MERCY MEMORIAL HOSPITAL	904 SCIOTO ST	URBANA	OH	43078	CHAMPAIGN
MORROW COUNTY HOSPITAL	651 W. MARION ROAD	MOUNT GILEAD	OH	43338	MORROW
NATIONWIDE CHILDREN'S HOSPITAL	700 CHILDREN'S DR.	COLUMBUS	OH	43205	FRANKLIN
O'BLENESS MEMORIAL HOSPITAL	55 HOSPITAL DR.	ATHENS	OH	45701	ATHENS
OUR LADY OF BELLEFONTE HOSPITAL	ST. CHRISTOPHER DR.	ASHLAND	KY	41101	BOYD
PIKE COMMUNITY HOSPITAL	100 DAWN LN	WAVERLY	OH	45690	PIKE
RIVERSIDE METHODIST HOSPITAL	3535 OLENTANGY RIVER ROAD	COLUMBUS	OH	43214	FRANKLIN
SAMARITAN HOSPITAL	1025 CENTER ST.	ASHLAND	OH	44805	ASHLAND
SOUTHEASTERN OHIO REGIONAL MEDICAL	1341 N. CLARK ST.	CAMBRIDGE	OH	43725	GUERNSEY
SOUTHERN OHIO MEDICAL CENTER	MERCY CAMPUS	PORTSMOUTH	OH	45662	SCIOTO
SOUTHERN OHIO MEDICAL CENTER	SCIOTO CAMPUS	PORTSMOUTH	OH	45662	SCIOTO
SPRINGFIELD REGIONAL MEDICAL CENTER	1343 N. FOUNTAIN BLVD	SPRINGFIELD	OH	45504	CLARK
SPRINGFIELD REGIONAL MEDICAL CENTER	2615 E. HIGH ST.	SPRINGFIELD	OH	45503	CLARK
ST ANNE MERCY HOSPITAL	3404 W SYLVANIA AVE	TOLEDO	OH	43623	LUCAS
ST CHARLES MERCY HOSPITAL	2600 NAVARRE AVE	OREGON	OH	43616	LUCAS
ST LUKE'S HOSPITAL	5901 MONCLOVA ROAD	MAUMEE	OH	43537	LUCAS
ST MARY'S HOSPITAL OF HUNTINGTON	2900 FIRST AVE.	HUNTINGTON	WV	25702	CABELL
ST VINCENT MERCY MEDICAL CENTER	2213 CHERRY ST.	TOLEDO	OH	43608	LUCAS
TRIUMPH HOSPITAL LIMA	730 W. MARKET ST.	LIMA	OH	45801	ALLEN
TRIUMPH HOSPITAL MANSFIELD	335 GLESSNER AVE.	MANSFIELD	OH	44903	RICHLAND
UNIVERSITY HOSPITALS	450 W. 10TH AVE.	COLUMBUS	OH	43210	FRANKLIN
UNIVERSITY HOSPITALS EAST	1492 E. BROAD ST.	COLUMBUS	OH	43205	FRANKLIN
UNIVERSITY OF TOLEDO MEDICAL CENTER	3000 ARLINGTON AVE	TOLEDO	OH	43614	LUCAS
WADSWORTH RITTMAN HOSPITAL	195 WADSWORTH ROAD	WADSWORTH	OH	44281	MEDINA
WOOD COUNTY HOSPITAL	950 W. WOOSTER ST.	BOWLING GREEN	OH	43402	WOOD
WOOSTER COMMUNITY HOSPITAL	1761 BEALL AVE.	WOOSTER	OH	44691	WAYNE
WYANDOT MEMORIAL HOSPITAL	885 N. SANDUSKY AVE.	UPPER SANDUSKY	OH	43351	WYANDOT



**OHIOHEALTH GROUP, LTD.  
PARTICIPATING PROVIDER AGREEMENT  
(Individual Practitioner)**

**THIS PARTICIPATING PROVIDER AGREEMENT** (this "Agreement") is by and between **OhioHealth Group, Ltd.** ("OHG"), and \_\_\_\_\_ ("Practitioner") and is entered into as of the Effective Date set forth on the signature page hereto.

**WHEREAS**, OHG contracts directly or indirectly with Payors, employers, individuals, insurers, sponsors and others to provide, insure, arrange for or administer the provision of Health Care Services;

**WHEREAS**, OHG also contracts with physicians, hospitals and other health care practitioners and providers, to provide, arrange for and/or administer, at predetermined rates, the delivery of such Health Care Services; and

**WHEREAS**, OHG and Practitioner desire to enter into this Agreement relating to the provision of certain Health Care Services for individuals by Practitioner.

**AGREEMENT**

In consideration of the mutual promises herein, the parties agree as follows:

**I. DEFINITIONS**

Terms set forth in this Agreement and in the Program Attachments shall have the following meanings:

**Beneficiary** means any person whether referred to as "Insured," "Member," "Subscriber," "Participant," "Enrollee," "Dependent," or otherwise who is eligible to receive Covered Services pursuant to a Service Agreement.

**Beneficiary Services Program** means the program developed and implemented by OHG or a Payor to process and consider questions, complaints, and other appropriate matters raised with respect to the Covered Services provided to Beneficiaries under a Service Agreement.

**Coinsurance** means a payment that a Beneficiary is required to make to a Participating Practitioner or Provider for Covered Services under a Service Agreement, which is calculated as a percentage of the contracted reimbursement rate of such services.

**Copayment or Deductible** means a payment that a Beneficiary is required to make to a Participating Practitioner or Provider under a Service Agreement, which is calculated as a fixed dollar payment.

**Covered Services** means those Health Care Services provided to a Beneficiary in accordance with a Service Agreement.

**Designated Hospital** means the acute care hospital designated by Practitioner as his or her primary admitting institution, if applicable.

**Effective Date** means the date set forth on the signature page.

**Emergency Medical Condition** means a medical condition that manifests itself by such acute symptoms of sufficient severity, including severe pain, that a prudent layperson with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following: (a) placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

**Emergency Services** mean medical, surgical, hospital, and related health care services and testing, including ambulance services, required to treat an Emergency Medical Condition in accordance with the provisions of Section 1753.28 of the Ohio Revised Code.

**Health Care Services** means those services including diagnostic, therapeutic, evaluative and preventive services, that are generally and customarily provided to patients by acute general hospitals, outpatient facilities or by physicians, surgeons, dentists and other medical personnel, wherever performed.

**Health Insuring Corporation** means a Payor that has obtained a Certificate of Authority in accordance with the Ohio Uniform Managed Care Licensure Act, Chapter 1751 of the Ohio Revised Code.

**HCFA** means the Health Care Financing Administration of the United States Department of Health and Human Services.

**Medically Appropriate** means services or supplies which under the provisions of this Agreement or an applicable Program Attachment, are determined by OHG or another Payor to be required for the treatment or evaluation of a medical condition, are consistent with the diagnosis and which could not have been omitted under generally accepted medical standards or provided in a less intensive setting. Except as otherwise provided in a Service Agreement, Covered Services must be Medically Appropriate.

**Non-Covered Services** means Health Care Services that are not designated as Covered Services under a Service Agreement and are not designated as benefits to Beneficiaries, and/or Health Care Services that are determined to not be Medically Appropriate under the Utilization Management criteria applicable under the Service Agreement.

**OHG Affiliate** means any direct or indirect subsidiary of OHG.

**Participating Hospital** means a hospital that has a direct or indirect contractual agreement with OHG with respect to the particular Program under which the Beneficiary is covered and to which a Participating Practitioner may admit Beneficiaries for care and treatment in accordance with Program Requirements.

**Participating Practitioner** means an individual health care practitioner who is licensed under the laws of the State in which the individual is providing Health Care Services and has a direct or indirect contractual arrangement with OHG to provide Covered Services to Beneficiaries.

**Participating Provider** means a hospital, ambulatory care facility, home health care agency or any other organization, including a group or network of Participating Practitioners, that provides Health Care Services and has a direct or indirect contractual arrangement with OHG to provide Covered Services to Beneficiaries.

**Payor** means OHG, an OHG Affiliate, or such other entity which funds, administers, offers or insures Covered Services pursuant to a Service Agreement, and which has agreed to act as a Payor in accordance with this Agreement.

**Performance Improvement Plan** means the plan developed in conjunction with a Participating Provider or Participating Practitioner prior to termination of the Participating Provider or Participating Practitioner for failure to meet OHG's Quality Management and/or Utilization Management standards.

**Program** means a Health Insuring Corporation (HIC), Preferred Provider Organization (PPO) or other types of health care or administrative services which are provided by or arranged by OHG, an OHG Affiliate, or another entity which has contracted with OHG to access OHG's Participating Practitioner and Participating Provider Network and which are specifically described in applicable Program Attachments, Program Requirements and Program Manuals.

**Program Attachment** means a document signed by the parties and attached to this Agreement for each Program in which Practitioner shall be participating, that sets forth certain terms and conditions applicable to such Program.

**Program Manual** means a manual developed by OHG or another Payor for Providers and Practitioners that sets forth operational policies, procedures and requirements governing a particular Program.

**Program Requirements** means the rules and procedures that establish conditions to be followed by Participating Practitioners and Providers with respect to Programs. Any reference to Program Requirements includes the information in this Agreement, the Program Attachments, and the Program Manuals distributed by OHG.

**Quality Management** means the processes established and operated by OHG or its designee relating to the quality of Covered Services.

**Service Agreement** means an agreement between OHG, an OHG Affiliate, or another entity which has contracted with OHG to access OHG's Participating Practitioner and Participating Provider Network and an individual, employer, insurer, labor union, trust or other organization or entity, or an individual, that specifies Health Care Services to be provided to or for the benefit of, or arranged for or reimbursed to the Beneficiaries, the terms and conditions under which those services are to be provided or reimbursed, and is consistent with applicable Program Requirements.

**Utilization Management** means the processes to review and determine whether certain Health Care Services provided or to be provided to Beneficiaries are in accordance with Program Requirements.

## **II. OBLIGATIONS OF PRACTITIONER**

### **A. Provision of Services**

1. Practitioner shall act in accordance with the terms of this Agreement and applicable Program Attachments and Program Requirements.
2. Practitioner shall provide those Covered Services to Beneficiaries which Provider is qualified by law to provide in a manner consistent with the norms of practice and with professional and ethical obligations. Practitioner shall render Covered Services in the same manner, in accordance with the same standards, and with the same availability, as offered to other patients. Practitioner shall not differentiate or discriminate in the treatment of any Beneficiary because of race, ethnicity, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, disability, handicap or source of payment. Unless otherwise provided for in the Program Requirements for a particular Program, Practitioner shall participate in all Programs for which Program Attachments are attached hereto.
3. Practitioner shall provide Covered Services at locations approved by OHG. Locations shall not be eliminated or changed without sixty (60) days' prior written notice to OHG.
4. As applicable, Practitioner shall designate one or more Participating Hospitals where Practitioner will admit Beneficiaries under his or her care unless otherwise approved by OHG or its designee. Practitioner shall admit Beneficiaries only to Participating Hospitals except in the case of an Emergency Medical Condition or as otherwise described in applicable Program Requirements or as otherwise required by law.
5. Practitioner shall refer Beneficiaries to and/or use Participating Practitioners and Participating Providers for the provision of Covered Services except in the case of an Emergency Medical Condition, as otherwise described in applicable Program Requirements or as otherwise required by law.
6. If a Practitioner is designated as a primary care physician for purposes of a particular Service Agreement, the Practitioner shall arrange for on-call coverage to assure that appropriate care will be available to Beneficiaries as provided in such Service Agreement.

### **B. Compliance and Participation**

1. Practitioner shall be bound by and comply with the provisions of applicable state and federal laws and regulations.
2. Upon request, Practitioner shall participate in, and cooperate with OHG's credentialing and recredentialing requirements, and such other activities as OHG deems reasonably necessary in connection with its efforts to obtain and maintain NCQA, JCAHO, and/or appropriate accreditation, including without limitation, periodic site reviews of offices, records, premises and operations of Practitioner.
3. Practitioner shall comply with the requirements of, and shall participate in, such Quality Management, and Utilization Management programs developed or implemented by OHG or a Payor (as agreed to by OHG), as such programs may be clarified, amended or supplemented from time to time, and the decisions, rules and regulations established under such programs, including without limitation, precertification of elective admissions and procedures, referral processes and reporting of clinical encounter data.

4. Practitioner shall comply with the requirements of, and shall participate in a Performance Improvement Plan developed or implemented by OHG or a Payor (as agreed to by OHG), following written notice to Practitioner of a failure to meet OHG's standards for quality or utilization in the delivery of Health Care Services as described in Section 1753.09 of the Ohio Revised Code.

**C. Books and Records**

1. Provider shall create and maintain adequate medical records regarding professional services provided to Beneficiaries in accordance with accepted medical records documentation and storage procedures and applicable laws, regulations and Program Requirements and to maintain the confidentiality of such records in accordance with applicable federal and state laws. All such records shall be maintained for the period of time required by applicable law. Upon prior written request, and to the extent permitted by law, Provider shall provide to OHG, to a Payor, to their designees, to appropriate state and federal authorities and their agents (involved in assessing the quality of care or investigating grievance or complaints from Beneficiaries) and to Beneficiaries, copies of medical records and information relating to the treatment and services Provider provided to Beneficiaries. Provider may charge a fee of twenty-five cents (\$0.25) per page, not to exceed twenty-five dollars (\$25.00) per medical record unless prohibited by the terms and conditions of the applicable Program Requirements and applicable state and federal law. Medical records and information provided pursuant to this paragraph 1 shall be kept confidential by the recipient and disclosed only as permitted under pertinent state and federal law. The provisions of this paragraph 1 shall survive termination of this Agreement or any Program Attachment.
2. Practitioner shall cooperate with OHG, or its designee, to facilitate the information and record exchanges necessary for Quality Management, Utilization Management, or other programs required for OHG's operations. Practitioner shall also cooperate with OHG, or its designee, in the development and maintenance of statistical data, records and procedures in support of Quality Management, Utilization Management and other applicable Program Requirements.
3. Practitioner agrees to cooperate in connection with any transfers of Beneficiaries' medical records required when Practitioner ceases rendering services to a Beneficiary whether during the term of this Agreement or after termination of this Agreement or a Program Attachment. Practitioner agrees to provide first copies of such records at no charge. If any additional copies are need, Practitioner can bill according applicable state or federal law.

**III. OBLIGATIONS OF OHG**

**A. Payor Contracting**

1. OHG shall contract, directly or indirectly, with Payors who agree to pay in accordance with this Agreement for Covered Services rendered by Practitioner and other Participating Providers and Practitioners. Practitioner acknowledges and agrees that Practitioner shall only have the right to participate in those Programs for which Program Attachments have been signed by the parties and attached hereto and that OHG is under no obligation to include Practitioner in all Programs provided or arranged by OHG or OHG Affiliates.
2. OHG shall, upon specific request by Practitioner, identify to Practitioner the Payor responsible for payment of Covered Services rendered by Practitioner under particular Programs.

**B. Procedures, Communications and Other Administrative Duties**

1. OHG shall establish a system of Beneficiary identification and procedures for verification by Practitioner (through written or telephone request) of Beneficiary eligibility to receive Covered Services and whether certain services to be rendered to a Beneficiary are Covered Services, which system and procedures shall be communicated to Practitioner. Beneficiary identification cards and such other mechanisms or procedures instituted by OHG or a Payor do not guarantee eligibility and Beneficiary eligibility determinations are not a guarantee of participation or coverage, both must be determined in accordance with the terms of applicable Program Requirements.

2. OHG shall from time to time communicate current Program Requirements to Practitioner, which shall include, without limitation, specific information regarding Covered Services and applicable Coinsurance, Copayments and Deductibles.
3. OHG shall provide Payors and Beneficiaries with information identifying Practitioner as a Participating Practitioner and explaining, with particularity, the availability of Health Care Services from Practitioner and the economic benefits of the use by Beneficiaries of Participating Practitioners and Providers.
4. OHG shall list the name, address, telephone number and specialty(ies) of Practitioner in a directory or listing of Participating Practitioners and Providers which shall be kept reasonably updated and may be furnished to Payors and Beneficiaries from time to time. OHG may also list the name, address, telephone number and specialty(ies) of Practitioner in other materials or publications deemed by OHG, in its sole discretion, to be reasonably necessary or desirable for the conduct of OHG's business. Practitioner authorizes OHG and other Payors to utilize the directory or listing information in any marketing activities undertaken by OHG or the Payors. Upon termination of the relationship between OHG and Practitioner, Practitioner shall not engage in any activity that implies a continuing relationship with OHG or any of the Programs.

**C. Beneficiary Services Program**

1. OHG shall develop and implement, or cause to be developed or implemented, a Beneficiary Services Program for each Program, designed to process and consider questions, complaints and other matters raised by Beneficiaries with respect to Covered Services rendered. In the event an issue arises under a Beneficiary Services Program involving Practitioner, Practitioner agrees to participate in and cooperate with the procedures of the Beneficiary Services Program and shall comply with all final determinations made by OHG pursuant thereto.

**D. Performance Feedback**

1. OHG may, but shall not be obligated to, provide feedback to Practitioner's own use in assessing and enhancing its performance with regard to quality of care, patient satisfaction and efficient practice. In doing so, OHG may perform surveys and analyze costs in comparison with peers. OHG may also from time to time review a sample of medical records and provide performance feedback on past treatment.

**IV. Compensation and Billing**

**A. Payment to Practitioner**

1. Practitioner shall receive payments for Covered Services as set forth in this Agreement and applicable Program Attachments. Compensation arrangements and rates for Covered Services are set forth in applicable Program Attachments. Such compensation arrangements and rates shall constitute payment in full from OHG or the applicable Payor for all services provided to Beneficiaries pursuant to this Agreement.

**B. Billing**

1. For any Covered Service, Practitioner shall bill for Covered Services according to the following:
  - a. Practitioner shall submit claims on the appropriate claim form for all Covered Services within one hundred eighty (180) days of the date those services are rendered. Claims received after this one hundred eighty (180) day period may be denied for payment and Practitioner shall hold OHG and the Payor financially harmless for the payment of such claims. Practitioner shall submit claims to the location described in the applicable Program Requirements.

- b. Any amount owing under this Agreement shall be paid within the time period set forth in a Program Attachment after receipt of a complete claim from Practitioner, taking into consideration any requests from OHG, the applicable Payor, or their designees for additional information and whether or not the claim involves coordination of benefits. For purposes of this Agreement, a complete claim shall include but is not limited to all of the following: (i) the date on which the Covered Service was performed; (ii) a description of the Covered Service and, if applicable, the descriptive terms and identifying code from the most recent edition of the AMA's Physicians' Current Procedural Terminology; and (iii) the name of the individual providing the Covered Service, if applicable. For a complete description of the information that must be included in a complete claim refer to the applicable Program Manual.
2. Practitioner may bill an individual directly for any services provided following the date the individual ceases to be a Beneficiary. Neither OHG nor any other Payor has any obligation under this Agreement to pay for services rendered to individuals who no longer are Beneficiaries.
3. Unless prohibited by applicable Program Requirements, if a Practitioner provides Health Care Services to a Beneficiary that are not Covered Services under the Program in which the Beneficiary is enrolled and benefits are not available under the Program, Practitioner may bill the Beneficiary the Practitioner's usual and customary fee for the Health Care Services, provided the Practitioner notifies the Beneficiary in advance of his or her personal obligation for payment for Health Care Services that are not Covered Services under the Program. However, if a Health Care Service has been determined not to be Medically Appropriate under the utilization management criteria or other Program Requirements applicable to the Program, the Practitioner may, unless otherwise prohibited by applicable Program Requirements, bill the Beneficiary for the service only if, in advance of the service being performed: (i) the Beneficiary has been informed that the Health Care Service has been determined under the Program not to be Medically Appropriate; and (ii) the Beneficiary agrees in writing to be financially responsible for the cost of the Health Care Service.
4. Subject to the foregoing provisions of paragraph 3 above, upon failure of OHG or a Payor to reimburse Practitioner for Covered Services provided to a Beneficiary, Practitioner may, unless otherwise prohibited by law or applicable Program Requirements, directly bill the Beneficiary for such services.

**C. Resolution of Disputes**

1. For each Program, OHG shall develop, or cause to be developed, a procedure for resolving disputes between Practitioner and a Payor arising out of Health Care Services provided to a Participant under the Payor's Program, including but not limited to fees for Covered Services. In the event of a dispute, OHG or the Payor shall notify the Practitioner of the applicable procedure and Practitioner agree to participate in and cooperate with the procedure established by the Program Requirements.

**D. Coordination of Benefits**

1. OHG and Practitioner agree to cooperatively exchange information relating to coordination of benefits with regard to any Beneficiary for whom Practitioner is providing services.
2. With respect to those services reimbursed on a fee-for-service basis:
  - a. Certain claims for services rendered to Beneficiaries are claims for which another payor may be primarily responsible under coordination of benefit rules. Practitioner may pursue and process any such coordination of benefits claims and, in so doing, shall comply with the primary payor's billing rules, including, but not limited to, any of the primary payor's limitations on billing Beneficiaries.

- b. When a Payor is other than primary under applicable coordination of benefits rules, Payor will pay no greater amount than that which, when added to amounts payable to Practitioner from other sources under the applicable coordination of benefit rules, equals one hundred percent of the Practitioner's reimbursement for Covered Services pursuant to this Agreement.
- c. When Payor is primary under applicable coordination of benefit rules, Payor will pay amounts due pursuant to this Agreement without regard for the obligations of any secondary payors.

**E. Review of Records**

- 1. Upon reasonable notice and during regular business hours, OHG or its designee shall have the right to inspect, review and make copies of, at OHG's expense, all records maintained by Practitioner with respect to all payments received by its Practitioner from all sources for Covered Services rendered to Beneficiaries during the term of this Agreement. OHG or its designee shall have the right to conduct periodic audits of such records and may audit its own records to determine if amounts have been properly paid under this Agreement, provided that advance notice of any audit is provided to Practitioner and the audit is conducted during normal business hours of the Practitioner. OHG shall provide Practitioner with the results of any such audits and any amounts determined to be due and owing as a result of such audits shall be promptly paid or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party hereunder. The audits conducted by OHG or its designee pursuant to this paragraph may include the use of statistical sampling techniques. This provision shall survive the termination of this Agreement or any Program Attachment.

**F. Prompt Pay**

- 1. Payors who have contracted with OHG to access Participating Providers shall make or arrange for payment for all complete and accurate Claims for Covered Services submitted by Participating Providers in accordance with the Compensation Rates set forth in the applicable Program Attachment. This Agreement is subject to the requirements of O.R.C. Section 3901.38 or any successor statute that may hereinafter be enacted, which the parties acknowledge shall apply to Participating Providers' Claims for Covered Services. If Payor fails to pay claims for Covered Services rendered by Participating Providers within the time requirements and parameters specified within said O.R.C. Section 3901.38 or successor statute that may hereinafter be enacted shall not prejudice any other rights or remedies available to Participating Providers at law or in equity on account of Payors failure to comply with such requirements or parameters. Further, if Participating Providers do not receive payment under this Agreement for Covered Services rendered within 30 calendar days after Payor's receipt of a completed claim, the Participating Providers may impose interest on the unpaid amount based upon 18% APR. The obligation for payment under this Agreement for Health Services rendered to a Member is solely that of the Payor. This excludes Claims that have been suspended due to the need to determine Medical Necessity, or the extent of Payor's payment liability, if any, because of issues such as coordination of benefits, subrogation, or verification of coverage.

**V. CREDENTIALING**

- A. OHG shall be responsible for the credentialing and recredentialing of the Practitioner in accordance with the criteria set forth in the Program Manuals.
- B. Practitioner shall promptly notify OHG of any situation of which he or she is aware including, but not limited to, license suspension, restriction or revocation; any disciplinary action or censure by the DEA, Medicare or Medicaid, state licensing board, professional society, specialty board, professional organization or similar entity; an indictment or conviction for any felony criminal offense; hospital privileges limited, restricted, suspended or terminated, or any other adverse action taken by a hospital or medical staff; any confirmed substantive negative quality issues, or an unfavorable malpractice judgment.
- C. OHG agrees to provide Practitioner with prompt written notice of any adverse credentialing action.

- D. Practitioner shall complete and submit to OHG a Practitioner Application, in the form provided by OHG, and agrees to inform OHG in a timely manner of any changes to any Practitioner Application submitted to OHG.

## **VI. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **A. Insurance, Indemnification and Liability**

1. Throughout the term of this Agreement, Practitioner shall maintain, at his or her expense, general and professional liability coverage in a form and amount acceptable to OHG. Unless otherwise determined by OHG, the minimum limits for both coverages shall be \$1 million/\$3 million. Upon OHG's request, Practitioner shall provide OHG with certificates evidencing such coverage. In the event the Practitioner has a "claims made" policy, and changes professional liability insurance carriers during the term of this Agreement, such party shall either acquire appropriate "tail" insurance from the prior carrier or "prior acts" coverage from the new carrier, and shall provide OHG with a certificate or other appropriate evidence of such continuous coverage, upon request.
2. Each party agrees to indemnify and hold harmless the other party and its directors, managers, officers, employees and agents from any and all actions, causes of actions, claims, damages or losses of any kind, including reasonable attorney's fees, incurred by such other party to the extent resulting from the intentional or reckless acts or omissions of the first party or its employees or agents. For purposes of this paragraph 2, neither party nor its employees or agents shall be considered agents of the other party.
3. No manager, officer, committee member, employee or agent of OHG or an OHG Affiliate shall be liable in damages to Practitioner for any action taken or recommendation made within the scope of the functions of such person's position with OHG or an OHG Affiliate, if such person acts without malice, and in the reasonable belief that such action or recommendation is warranted by the facts known to such person, after reasonable effort to obtain the facts of the matter.

### **B. Confidentiality**

1. The parties acknowledge that, as a result of this Agreement, each may have access to certain trade secrets and other confidential and proprietary information of the other. Each party shall hold, and cause its employees and agents to hold, such trade secrets and other confidential and proprietary information, including the terms and conditions of this Agreement, in confidence and shall not disclose such information, and shall take precautions to ensure that its employees and agents do not disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Agreement. With respect to OHG, such confidential and proprietary information shall include, without limitation, the Program Attachments and Program Requirements. The provisions of this paragraph 1 shall survive the termination of this Agreement and any Program Attachments.
2. Nothing in paragraph 1 above shall be construed to prohibit:
  - a. communications necessary or appropriate for the delivery of Health Care Services;
  - b. communications to Beneficiaries regarding available treatment alternatives regardless of the provisions or limitations of the Beneficiary's coverage;
  - c. communications to Beneficiaries regarding applicable rights to appeal coverage determinations; or

- d. communications to Beneficiaries identifying the type of reimbursement arrangement under which Practitioner is compensated for Covered Services under this Agreement (i.e. fee-for-service, capitation, etc.), excluding any communications with regard to the applicable rates of reimbursement.

**C. Representations and Warranties of the Parties**

1. Practitioner represents and warrants to OHG as follows:
  - a. that the information set forth in the Practitioner Application submitted to OHG is true and correct. Practitioner shall promptly notify OHG of any changes in the information contained in any such Application within thirty (30) days of such change;
  - b. that only Practitioner will be allowed to provide Covered Services;
  - c. that Practitioner shall during the term of this Agreement: (i) be duly licensed to provide Health Care Services, under the laws of the state in which the Practitioner is providing Covered Services; (ii) have a current and valid DEA license, if applicable; (iii) be a member in good standing, with appropriate clinical privileges, on the medical staff of the Practitioner's Designated Hospital, if applicable; and (iv) regularly provide OHG evidence of renewals of the foregoing matters;
  - d. that Practitioner currently maintains general and professional liability insurance coverage in the minimum amounts required by this Agreement, and will promptly notify OHG of any material modification, cancellation or restriction of such coverage;
  - e. that Practitioner will provide written notice to OHG within ten (10) days after Practitioner learns of any report that is filed with the National Practitioner Data Bank regarding Practitioner;
  - f. that Practitioner shall immediately give OHG written notice of any written claim or lawsuit against Practitioner arising out of any act or omission of the Practitioner or any employee, agent or contractor of the Practitioner, relative to the rendering of Health Care Services to a Beneficiary;
  - g. that Practitioner decisions regarding the delivery of Health Care Services to beneficiaries shall be based only on appropriateness of care and service; and
  - h. that Practitioner is not compensated by OHG for utilization review denials of coverage or service and does not receive financial incentives for denials of coverage or service;
2. OHG represents and warrants to Practitioner as follows:
  - a. that OHG is a duly organized limited liability company in good standing under the law of the State of Ohio, and is empowered and duly authorized to enter in this Agreement;
  - b. that OHG is currently, and for the duration of this Agreement shall remain, in compliance with any and all applicable laws and regulations of the federal government and of the State of Ohio;
  - c. that UM decision making is based only on appropriateness of care and service; and
  - d. that OHG does not compensate Practitioners or other individuals conducting utilization review for denials of coverage or service; financial incentives for making UM decisions do not encourage denials of coverage or service.
3. OHG makes no representations or guarantees concerning the number of Beneficiaries it can or will refer to Practitioner under this Agreement.

## **D. Operational Policies and Procedures**

In addition to the Program Manuals, OHG or its designee may issue and deliver to Practitioner, additional operational policies or procedures for the purpose of implementing or clarifying this Agreement, and may supplement or withdraw such policies or procedures as needed. Ninety (90) days after the delivery of any such policies, procedures or supplement thereto to Practitioner which materially modify existing policies or procedures in Program Manuals or otherwise ("Implementation Date"), the provisions thereof shall become fully binding on Practitioner as if expressly set forth in this Agreement. If such policies, procedures or supplements thereto are not acceptable to Practitioner, Practitioner may give written notice of termination of this Agreement or the affected Program Attachment to OHG no later than thirty (30) days after receipt of such policies, procedures or supplements thereto, in which case this Agreement or the affected Program Attachment shall terminate effective as of the Implementation Date, unless OHG otherwise agrees to continue this Agreement or the affected Program Attachment without the proposed policies, procedures or supplements thereto. Failure to provide such notice within said thirty (30) day period shall be deemed to be acceptance of the policies, procedures or supplements thereto. In the event the provisions of any such policies, procedures or supplements are inconsistent with the terms of this Agreement or a Program Attachment, the terms of this Agreement or the Program Attachment shall prevail.

## **VII. TERM AND TERMINATION**

### **A. Term of Agreement**

This Agreement shall begin on the Effective Date and shall continue for a period of one year. Thereafter, this Agreement shall automatically renew for successive one year periods, unless terminated as set forth below.

### **B. Termination**

1. For Cause. Practitioner or OHG may terminate this Agreement at any time for cause. Cause for termination includes, but is not limited to, the following:
  - a. Material failure of OHG, when acting as Payor, to make required compensation payments to Practitioner under this Agreement.
  - b. Failure of Practitioner to comply or cooperate with OHG's Credentialing, Quality Improvement, Quality Management, Utilization Management Programs and/or a Performance Improvement Plan developed for Practitioner. In the event the termination decision is based upon the failure of the Practitioner to meet OHG's standards for quality or utilization in the delivery of Health Care Services, OHG will notify Practitioner of the termination decision, the reasons for the decision and of the opportunity to participate in a Performance Improvement Program. Practitioner agrees to assist OHG in developing and implementing a suitable Performance Improvement Program. If the Practitioner fails to comply with the Performance Improvement Program, OHG may promptly terminate the Practitioner, subject to the appeal rights set forth in the Program Requirements.
  - c. Other material breach of this Agreement by either party.
  - d. Any material addition or alteration by OHG of policies and procedures governing the provision of Covered Services to Beneficiaries (in accordance with Section VI.D) or amendment by OHG of this Agreement (in accordance with Section VIII.D) if such action is unacceptable to Practitioner; provided that Practitioner gives OHG notice of rejection of such action within thirty (30) days of receipt by Practitioner of OHG's notice concerning the addition, alteration or amendment and OHG does not elect to continue this Agreement without such addition, alteration or amendment, as set forth in Section VI.D or Section VIII.D hereof.
  - e. Insolvency of either party.

- f. Failure by Practitioner to maintain licenses, certifications, permits or approvals required to perform Practitioner's duties under this Agreement or to comply with applicable laws, regulations or Program Requirements.
- g. Failure by OHG to maintain licenses, certifications, permits or approvals required to perform OHG's duties under this Agreement or to comply with applicable laws or regulations.
- h. Commission or omission of any act or any conduct or allegation of conduct for which OHG's or Practitioner's license or certification may be subject to revocation or suspension, whether or not actually revoked or suspended, or if OHG or Practitioner is otherwise disciplined by any licensing, regulatory, professional entity or any professional organization with jurisdiction over such party.
- i. Any material misrepresentation or falsification of any information submitted by Practitioner to OHG.
- j. Failure of Practitioner to maintain required liability coverage protection.
- k. Commission or omission of any act or conduct by Practitioner which is detrimental to a Beneficiary's health or safety.

Unless otherwise provided in applicable Program Attachments to this Agreement, termination for any other reason set forth above shall be upon thirty (30) days' prior written notice to the other party by the terminating party unless said reason for termination is cured to the satisfaction of the terminating party within said thirty (30) day period, in which case this Agreement shall not terminate. Notwithstanding the foregoing, OHG shall have the right to immediately terminate this Agreement for cause, upon written notice thereof to Practitioner if OHG in good faith determines that such immediate termination is necessary to avoid imminent risk of harm to a Beneficiary or Beneficiaries.

- 2. Without Cause. This Agreement or any individual Program Attachment to this Agreement (unless otherwise provided in the Program Attachment) may be terminated at any time without cause or prejudice upon ninety (90) days' prior written notice by either party. Termination of any individual Program Attachment will not have the effect of terminating the entire Agreement and all remaining provisions of this Agreement and remaining Program Attachments to this Agreement will remain in full force and effect.

### **C. Rights and Obligations Upon Termination**

Upon termination of this Agreement for any reason, the rights of each party hereunder shall terminate, except as provided in this Agreement and any Program Attachments to this Agreement. Any such termination shall not release Practitioner or OHG from obligations under this Agreement or any Program Attachment occurring prior to the effective date of termination. Furthermore, except as otherwise provided in any Program Attachment to this Agreement or otherwise determined by OHG, the Practitioner shall be obligated to continue to provide Covered Services to any Beneficiary when such Covered Services are part of a treatment plan begun prior to the effective date of such termination until such time that the Beneficiary has made arrangements for substitute care, and agrees to accept compensation for such Covered Services as provided for in this Agreement and any applicable Program Attachment.

## **VIII. MISCELLANEOUS**

### **A. Independent Contractor Relationship**

- 1. This Agreement is not intended to create nor shall it be construed to create any relationship between OHG and Practitioner other than that of independent entities contracting for the purpose of effecting provisions of this Agreement. Neither party nor any of their agents, employees or representatives shall be construed to be the agent, employer, employee or representative of the other.

2. Nothing in this Agreement, including Practitioner's participation in the Quality Management and Utilization Management process, shall be construed to interfere with or in any way affect Practitioner's obligation to exercise independent professional judgment in rendering Health Care Services to Beneficiaries.

**B. Assignment and Delegation of Duties**

Neither OHG nor Practitioner may assign duties, rights or interests under this Agreement or any Program Attachment unless the other party shall so approve by written consent, provided, however, that any reference to OHG herein shall include any successor in interest and that OHG may assign its duties, rights and interests under this Agreement or any Program Attachment in whole or in part to an OHG Affiliate or may delegate any and all of its duties in the ordinary course of business.

**C. Interpretation**

The validity, enforceability and interpretation of this Agreement shall be governed by any applicable federal law and by the applicable laws of the State of Ohio.

**D. Amendment**

1. This Agreement or a Program Attachment (unless otherwise provided for in the Program Attachment) may be amended by OHG by giving ninety (90) days prior written notice to Practitioner of the proposed amendment. If an amendment is not acceptable to Practitioner, Practitioner may give written notice of termination of this Agreement or the applicable Program Attachment to OHG no later than thirty (30) days after receipt of the written notice of amendment, in which case this Agreement or the applicable Program Attachment shall terminate effective as of the effective date of the proposed amendment, unless OHG otherwise agrees to continue this Agreement or the applicable Program Attachment without the proposed amendment. Failure to provide such notice within said thirty (30) day period shall be deemed to be acceptance of the amendment.
2. Notwithstanding the foregoing provisions of this Section VIII.D, in the event that state or federal law or regulation should change, alter or modify the present services, levels of payments to OHG, standards of eligibility of Beneficiaries, or any operations of OHG, such that the terms, benefits and conditions of this Agreement or a Program Attachment must be changed accordingly, then upon notice from OHG, Practitioner shall continue to perform services under this Agreement or the Program Attachment as modified.
3. Except as provided above, amendments to this Agreement must be agreed to in advance in writing by OHG and Practitioner.

**E. Program Attachments**

The Program Attachments hereto are a part of this Agreement and their terms shall supersede those of other parts of this Agreement in the event of a conflict.

**F. Third Party Beneficiaries**

Except to the extent otherwise specifically provided in this Agreement or a Program Attachment to this Agreement, nothing herein contained is intended to confer upon any person, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**G. Entire Contract**

This Agreement together with all Program Attachments and documents referred to herein contain all the terms and conditions agreed upon by the parties, and supersedes all other agreements, express or implied, regarding the subject matter of this Agreement and the Program Attachments.

**H. Notice**

Any notice required hereunder shall be in writing and shall be deemed to have been made three (3) days after deposited in the United States mail, postage prepaid, to OHG and Practitioner at the addresses set forth below each party's signature or to such other address as shall have been given in writing by either party to the other.

**I. Enforceability and Waiver**

The invalidity and unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

**J. Regulatory Approval**

In the event that OHG has not been licensed or has not received any applicable regulatory approval for use of this Agreement or a Program Attachment prior to the execution of this Agreement or the Program Attachment, this Agreement and/or the Program Attachment, as the case may be, shall be deemed to be a binding letter of intent. In such event, this Agreement and/or the Program Attachment, as the case may be, shall become effective on the date that such regulatory approval is obtained. If OHG is unable to obtain such licensure or approval after due diligence, OHG shall notify Practitioner and both parties shall be released from any liability under this Agreement and/or the Program Attachment, as the case may be; provided however, that if such licensure or approval is obtained upon the condition of OHG's amendment of this Agreement and/or the Program Attachment, as the case may be, then this Agreement and/or the Program Attachment, as the case may be, shall continue and OHG shall amend the Agreement and/or the Program Attachment, as the case may be, pursuant to Section VIII.D.2 hereof.

**K. Dispute Resolution**

1. The parties shall first attempt to resolve any disputes that may arise between the parties in accordance with the dispute resolution procedures described in applicable Program Requirements.
2. Should the dispute not be resolved through the aforementioned process, the parties shall refer the dispute, controversy or question arising under this Agreement to an arbitrator selected by the parties. The proceeding shall be governed by the Rules of the American Arbitration Association then in effect, and shall be held in Franklin County, Ohio. If the parties are unable to agree upon such an arbitrator within thirty (30) days after either party has given the other party written notice of its desire to submit the dispute, controversy or question for decision, then either party may apply to the American Arbitration Association for the appointment of an arbitrator or, if such Association is not then in existence or does not desire to act in the matter, each party shall appoint an arbitrator of its choice. The appointed arbitrators will select a third arbitrator and the panel of three arbitrators will hear the parties and settle the dispute, controversy or question. Each party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the parties. Arbitration shall be the exclusive remedy for the settlement of disputes arising under this Agreement. The decision of the arbitrator(s) shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

**L. Ohio Mandated Insurance Fraud Warning**

The State of Ohio Department of Insurance requires the following provisions in this provider contract:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**THIS AGREEMENT CONTAINS A BINDING DISPUTE RESOLUTION PROVISION THAT MAY BE ENFORCED AGAINST THE PARTIES.**

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the effective date.

**PROVIDER:**

**OHIOHEALTH GROUP, LTD.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Thomas Thompson  
Interim Chief Operating Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 445 Hutchinson Avenue, Suite 550  
Columbus, Ohio 43235

\_\_\_\_\_

Phone: \_\_\_\_\_

County: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

**EFFECTIVE DATE:**

PPO: \_\_\_\_\_

OTHER: \_\_\_\_\_

SCHEDULE A

CARDS ISSUED BY TPAS MAY CARRY THE TPA NAME OR THE EMPLOYER'S NAME, BUT WILL ALSO DISPLAY THE HEALTHREACH LOGOS. BELOW ARE VARIATIONS, BUT NOT LIMITED TO, OHIOHEALTH GROUP HEALTHREACH PPO LOGOS:





**OHIOHEALTH GROUP, LTD.  
OHIOHEALTH GROUP PPO PROGRAM ATTACHMENT  
TO  
PARTICIPATING PROVIDER AGREEMENT  
(Individual Practitioner)**

**PURPOSE**

The terms and provisions of this PPO Program Attachment and the Agreement are applicable to services rendered by \_\_\_\_\_ ("Practitioner") to OhioHealth Group PPO, Inc. ("PPO") Program Beneficiaries. The PPO Program consists of Service Agreements with OHG, and OHG Affiliates, as well as other Payors.

**I. PARTIES' OBLIGATIONS**

**A. Compensation and Billing**

1. Practitioner's reimbursement for Covered Services shall be the rates set forth and attached hereto in Exhibit A, less applicable Copayments, Deductibles, Coinsurance, and any applicable PPO administrative fees, which shall not exceed 4%. The rates set forth in Exhibit A shall apply to all Health Care Services rendered to Beneficiaries in the PPO Program.
2. Practitioner will look solely to Payor for compensation for Covered Services except for Copayments, Deductibles or Coinsurance. Practitioner agrees, that whether or not there is any unresolved dispute for payment, that under no circumstances will Practitioner directly or indirectly make any charges or claims for Covered Services, other than for Copayments, Deductibles or Coinsurance, against any Beneficiaries or their representatives and that this provision survives termination of this Agreement for services rendered prior to such termination. Except for the collection of Copayments, Deductibles or Coinsurance, only those services that are not Covered Services may be billed directly to Beneficiaries, subject to limitations listed above. This paragraph is to be interpreted for the benefit of Beneficiaries and does not diminish the obligation of a Payor to make payments to Practitioner according to the terms of this Agreement.
3. OHG will encourage each Payor to remit any amount owing under this PPO Program Attachment and the Agreement within thirty (30) days after receipt of a complete claim from Practitioner. For purposes of this PPO Program Attachment, a "complete claim" is defined in the applicable Payor's Program Manual.

**B. OHG Utilization Management**

OHG may be responsible for Utilization Management pursuant to a particular Service Agreement. In that event, the following basic principles, as well as the policies, procedures and requirements in the OHG PPO Program Manual are applicable:

1. OHG has established Utilization Management processes that are designed to assure that Covered Services compensated under the Service Agreement are Medically Appropriate. Except as otherwise provided in a Service Agreement, Covered Services must be Medically Appropriate.
2. Practitioner may appeal a Utilization Management decision. The appeal shall be commenced by requesting in writing reconsideration by OHG. Any such appeal will be conducted in accordance with the policies, procedures and requirements in the OHG PPO Program Manual.

**C. Utilization Management (Non-OHG)**

Pursuant to a specific Service Agreement, a Payor may require that Utilization Management be conducted by an entity other than OHG or an OHG Affiliate. In those situations, the applicable Utilization Management policies, procedures and requirements will be available directly from the Payor.

**D. Primary Care Physician Programs**

1. According to the terms of specific Service Agreements, Participating Practitioners may be required to provide Covered Services to Beneficiaries enrolled in a Primary Care Physician (PCP) program. Under a PCP Program, Participating Practitioners who are designated as Primary Care Physicians have the responsibility for arranging and coordinating the overall health care for those enrolled Beneficiaries who have selected the Primary Care Physician, including appropriate referrals of the enrolled Beneficiaries to other Participating Practitioners and Participating Providers for the delivery of Covered Services. In addition, Participating Providers agree to accept the responsibilities of Primary Care Physicians in the event they are designated as such for a particular PCP Program.
2. Participating Providers and Practitioners agree to accept the terms and conditions outlined in any Service Agreement that includes a PCP Program.

**II. RIGHTS AND OBLIGATIONS UPON TERMINATION**

This Agreement provides for a method of payment of Practitioner charges incurred by the Beneficiary during the existence of this Agreement. It is not a contract for the provision of service to the Beneficiary. Termination of this Agreement terminates the method of payment with regard to services provided after the date of termination. Termination of this Agreement should in no way be construed as affecting the Practitioner's relationship with the patient other than removing this payment system.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the effective date.

**PROVIDER:**

**OHIOHEALTH GROUP, LTD.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Thomas Thompson  
Interim Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EFFECTIVE DATE:**

PPO: \_\_\_\_\_

## **EXHIBIT A**

### **PPO Reimbursement**

The reimbursement arrangement will be the lesser of the OHG PPO Fee Schedule or your usual and customary charge, less any applicable coinsurance, copayments, deductibles or PPO administrative fees.



**OHIOHEALTH GROUP, LTD.  
PARTICIPATING PROVIDER AGREEMENT  
(Individual Practitioner)**

**THIS PARTICIPATING PROVIDER AGREEMENT** (this "Agreement") is by and between **OhioHealth Group, Ltd.** ("OHG"), and \_\_\_\_\_ ("Practitioner") and is entered into as of the Effective Date set forth on the signature page hereto.

**WHEREAS**, OHG contracts directly or indirectly with Payors, employers, individuals, insurers, sponsors and others to provide, insure, arrange for or administer the provision of Health Care Services;

**WHEREAS**, OHG also contracts with physicians, hospitals and other health care practitioners and providers, to provide, arrange for and/or administer, at predetermined rates, the delivery of such Health Care Services; and

**WHEREAS**, OHG and Practitioner desire to enter into this Agreement relating to the provision of certain Health Care Services for individuals by Practitioner.

**AGREEMENT**

In consideration of the mutual promises herein, the parties agree as follows:

**I. DEFINITIONS**

Terms set forth in this Agreement and in the Program Attachments shall have the following meanings:

**Beneficiary** means any person whether referred to as "Insured," "Member," "Subscriber," "Participant," "Enrollee," "Dependent," or otherwise who is eligible to receive Covered Services pursuant to a Service Agreement.

**Beneficiary Services Program** means the program developed and implemented by OHG or a Payor to process and consider questions, complaints, and other appropriate matters raised with respect to the Covered Services provided to Beneficiaries under a Service Agreement.

**Coinsurance** means a payment that a Beneficiary is required to make to a Participating Practitioner or Provider for Covered Services under a Service Agreement, which is calculated as a percentage of the contracted reimbursement rate of such services.

**Copayment or Deductible** means a payment that a Beneficiary is required to make to a Participating Practitioner or Provider under a Service Agreement, which is calculated as a fixed dollar payment.

**Covered Services** means those Health Care Services provided to a Beneficiary in accordance with a Service Agreement.

**Designated Hospital** means the acute care hospital designated by Practitioner as his or her primary admitting institution, if applicable.

**Effective Date** means the date set forth on the signature page.

**Emergency Medical Condition** means a medical condition that manifests itself by such acute symptoms of sufficient severity, including severe pain, that a prudent layperson with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following: (a) placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

**Emergency Services** mean medical, surgical, hospital, and related health care services and testing, including ambulance services, required to treat an Emergency Medical Condition in accordance with the provisions of Section 1753.28 of the Ohio Revised Code.

**Health Care Services** means those services including diagnostic, therapeutic, evaluative and preventive services, that are generally and customarily provided to patients by acute general hospitals, outpatient facilities or by physicians, surgeons, dentists and other medical personnel, wherever performed.

**Health Insuring Corporation** means a Payor that has obtained a Certificate of Authority in accordance with the Ohio Uniform Managed Care Licensure Act, Chapter 1751 of the Ohio Revised Code.

**HCFA** means the Health Care Financing Administration of the United States Department of Health and Human Services.

**Medically Appropriate** means services or supplies which under the provisions of this Agreement or an applicable Program Attachment, are determined by OHG or another Payor to be required for the treatment or evaluation of a medical condition, are consistent with the diagnosis and which could not have been omitted under generally accepted medical standards or provided in a less intensive setting. Except as otherwise provided in a Service Agreement, Covered Services must be Medically Appropriate.

**Non-Covered Services** means Health Care Services that are not designated as Covered Services under a Service Agreement and are not designated as benefits to Beneficiaries, and/or Health Care Services that are determined to not be Medically Appropriate under the Utilization Management criteria applicable under the Service Agreement.

**OHG Affiliate** means any direct or indirect subsidiary of OHG.

**Participating Hospital** means a hospital that has a direct or indirect contractual agreement with OHG with respect to the particular Program under which the Beneficiary is covered and to which a Participating Practitioner may admit Beneficiaries for care and treatment in accordance with Program Requirements.

**Participating Practitioner** means an individual health care practitioner who is licensed under the laws of the State in which the individual is providing Health Care Services and has a direct or indirect contractual arrangement with OHG to provide Covered Services to Beneficiaries.

**Participating Provider** means a hospital, ambulatory care facility, home health care agency or any other organization, including a group or network of Participating Practitioners, that provides Health Care Services and has a direct or indirect contractual arrangement with OHG to provide Covered Services to Beneficiaries.

**Payor** means OHG, an OHG Affiliate, or such other entity which funds, administers, offers or insures Covered Services pursuant to a Service Agreement, and which has agreed to act as a Payor in accordance with this Agreement.

**Performance Improvement Plan** means the plan developed in conjunction with a Participating Provider or Participating Practitioner prior to termination of the Participating Provider or Participating Practitioner for failure to meet OHG's Quality Management and/or Utilization Management standards.

**Program** means a Health Insuring Corporation (HIC), Preferred Provider Organization (PPO) or other types of health care or administrative services which are provided by or arranged by OHG, an OHG Affiliate, or another entity which has contracted with OHG to access OHG's Participating Practitioner and Participating Provider Network and which are specifically described in applicable Program Attachments, Program Requirements and Program Manuals.

**Program Attachment** means a document signed by the parties and attached to this Agreement for each Program in which Practitioner shall be participating, that sets forth certain terms and conditions applicable to such Program.

**Program Manual** means a manual developed by OHG or another Payor for Providers and Practitioners that sets forth operational policies, procedures and requirements governing a particular Program.

**Program Requirements** means the rules and procedures that establish conditions to be followed by Participating Practitioners and Providers with respect to Programs. Any reference to Program Requirements includes the information in this Agreement, the Program Attachments, and the Program Manuals distributed by OHG.

**Quality Management** means the processes established and operated by OHG or its designee relating to the quality of Covered Services.

**Service Agreement** means an agreement between OHG, an OHG Affiliate, or another entity which has contracted with OHG to access OHG's Participating Practitioner and Participating Provider Network and an individual, employer, insurer, labor union, trust or other organization or entity, or an individual, that specifies Health Care Services to be provided to or for the benefit of, or arranged for or reimbursed to the Beneficiaries, the terms and conditions under which those services are to be provided or reimbursed, and is consistent with applicable Program Requirements.

**Utilization Management** means the processes to review and determine whether certain Health Care Services provided or to be provided to Beneficiaries are in accordance with Program Requirements.

## **II. OBLIGATIONS OF PRACTITIONER**

### **A. Provision of Services**

1. Practitioner shall act in accordance with the terms of this Agreement and applicable Program Attachments and Program Requirements.
2. Practitioner shall provide those Covered Services to Beneficiaries which Provider is qualified by law to provide in a manner consistent with the norms of practice and with professional and ethical obligations. Practitioner shall render Covered Services in the same manner, in accordance with the same standards, and with the same availability, as offered to other patients. Practitioner shall not differentiate or discriminate in the treatment of any Beneficiary because of race, ethnicity, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, health status, disability, handicap or source of payment. Unless otherwise provided for in the Program Requirements for a particular Program, Practitioner shall participate in all Programs for which Program Attachments are attached hereto.
3. Practitioner shall provide Covered Services at locations approved by OHG. Locations shall not be eliminated or changed without sixty (60) days' prior written notice to OHG.
4. As applicable, Practitioner shall designate one or more Participating Hospitals where Practitioner will admit Beneficiaries under his or her care unless otherwise approved by OHG or its designee. Practitioner shall admit Beneficiaries only to Participating Hospitals except in the case of an Emergency Medical Condition or as otherwise described in applicable Program Requirements or as otherwise required by law.
5. Practitioner shall refer Beneficiaries to and/or use Participating Practitioners and Participating Providers for the provision of Covered Services except in the case of an Emergency Medical Condition, as otherwise described in applicable Program Requirements or as otherwise required by law.
6. If a Practitioner is designated as a primary care physician for purposes of a particular Service Agreement, the Practitioner shall arrange for on-call coverage to assure that appropriate care will be available to Beneficiaries as provided in such Service Agreement.

### **B. Compliance and Participation**

1. Practitioner shall be bound by and comply with the provisions of applicable state and federal laws and regulations.
2. Upon request, Practitioner shall participate in, and cooperate with OHG's credentialing and recredentialing requirements, and such other activities as OHG deems reasonably necessary in connection with its efforts to obtain and maintain NCQA, JCAHO, and/or appropriate accreditation, including without limitation, periodic site reviews of offices, records, premises and operations of Practitioner.
3. Practitioner shall comply with the requirements of, and shall participate in, such Quality Management, and Utilization Management programs developed or implemented by OHG or a Payor (as agreed to by OHG), as such programs may be clarified, amended or supplemented from time to time, and the decisions, rules and regulations established under such programs, including without limitation, precertification of elective admissions and procedures, referral processes and reporting of clinical encounter data.

4. Practitioner shall comply with the requirements of, and shall participate in a Performance Improvement Plan developed or implemented by OHG or a Payor (as agreed to by OHG), following written notice to Practitioner of a failure to meet OHG's standards for quality or utilization in the delivery of Health Care Services as described in Section 1753.09 of the Ohio Revised Code.

**C. Books and Records**

1. Provider shall create and maintain adequate medical records regarding professional services provided to Beneficiaries in accordance with accepted medical records documentation and storage procedures and applicable laws, regulations and Program Requirements and to maintain the confidentiality of such records in accordance with applicable federal and state laws. All such records shall be maintained for the period of time required by applicable law. Upon prior written request, and to the extent permitted by law, Provider shall provide to OHG, to a Payor, to their designees, to appropriate state and federal authorities and their agents (involved in assessing the quality of care or investigating grievance or complaints from Beneficiaries) and to Beneficiaries, copies of medical records and information relating to the treatment and services Provider provided to Beneficiaries. Provider may charge a fee of twenty-five cents (\$0.25) per page, not to exceed twenty-five dollars (\$25.00) per medical record unless prohibited by the terms and conditions of the applicable Program Requirements and applicable state and federal law. Medical records and information provided pursuant to this paragraph 1 shall be kept confidential by the recipient and disclosed only as permitted under pertinent state and federal law. The provisions of this paragraph 1 shall survive termination of this Agreement or any Program Attachment.
2. Practitioner shall cooperate with OHG, or its designee, to facilitate the information and record exchanges necessary for Quality Management, Utilization Management, or other programs required for OHG's operations. Practitioner shall also cooperate with OHG, or its designee, in the development and maintenance of statistical data, records and procedures in support of Quality Management, Utilization Management and other applicable Program Requirements.
3. Practitioner agrees to cooperate in connection with any transfers of Beneficiaries' medical records required when Practitioner ceases rendering services to a Beneficiary whether during the term of this Agreement or after termination of this Agreement or a Program Attachment. Practitioner agrees to provide first copies of such records at no charge. If any additional copies are need, Practitioner can bill according applicable state or federal law.

**III. OBLIGATIONS OF OHG**

**A. Payor Contracting**

1. OHG shall contract, directly or indirectly, with Payors who agree to pay in accordance with this Agreement for Covered Services rendered by Practitioner and other Participating Providers and Practitioners. Practitioner acknowledges and agrees that Practitioner shall only have the right to participate in those Programs for which Program Attachments have been signed by the parties and attached hereto and that OHG is under no obligation to include Practitioner in all Programs provided or arranged by OHG or OHG Affiliates.
2. OHG shall, upon specific request by Practitioner, identify to Practitioner the Payor responsible for payment of Covered Services rendered by Practitioner under particular Programs.

**B. Procedures, Communications and Other Administrative Duties**

1. OHG shall establish a system of Beneficiary identification and procedures for verification by Practitioner (through written or telephone request) of Beneficiary eligibility to receive Covered Services and whether certain services to be rendered to a Beneficiary are Covered Services, which system and procedures shall be communicated to Practitioner. Beneficiary identification cards and such other mechanisms or procedures instituted by OHG or a Payor do not guarantee eligibility and Beneficiary eligibility determinations are not a guarantee of participation or coverage, both must be determined in accordance with the terms of applicable Program Requirements.

2. OHG shall from time to time communicate current Program Requirements to Practitioner, which shall include, without limitation, specific information regarding Covered Services and applicable Coinsurance, Copayments and Deductibles.
3. OHG shall provide Payors and Beneficiaries with information identifying Practitioner as a Participating Practitioner and explaining, with particularity, the availability of Health Care Services from Practitioner and the economic benefits of the use by Beneficiaries of Participating Practitioners and Providers.
4. OHG shall list the name, address, telephone number and specialty(ies) of Practitioner in a directory or listing of Participating Practitioners and Providers which shall be kept reasonably updated and may be furnished to Payors and Beneficiaries from time to time. OHG may also list the name, address, telephone number and specialty(ies) of Practitioner in other materials or publications deemed by OHG, in its sole discretion, to be reasonably necessary or desirable for the conduct of OHG's business. Practitioner authorizes OHG and other Payors to utilize the directory or listing information in any marketing activities undertaken by OHG or the Payors. Upon termination of the relationship between OHG and Practitioner, Practitioner shall not engage in any activity that implies a continuing relationship with OHG or any of the Programs.

**C. Beneficiary Services Program**

1. OHG shall develop and implement, or cause to be developed or implemented, a Beneficiary Services Program for each Program, designed to process and consider questions, complaints and other matters raised by Beneficiaries with respect to Covered Services rendered. In the event an issue arises under a Beneficiary Services Program involving Practitioner, Practitioner agrees to participate in and cooperate with the procedures of the Beneficiary Services Program and shall comply with all final determinations made by OHG pursuant thereto.

**D. Performance Feedback**

1. OHG may, but shall not be obligated to, provide feedback to Practitioner's own use in assessing and enhancing its performance with regard to quality of care, patient satisfaction and efficient practice. In doing so, OHG may perform surveys and analyze costs in comparison with peers. OHG may also from time to time review a sample of medical records and provide performance feedback on past treatment.

**IV. Compensation and Billing**

**A. Payment to Practitioner**

1. Practitioner shall receive payments for Covered Services as set forth in this Agreement and applicable Program Attachments. Compensation arrangements and rates for Covered Services are set forth in applicable Program Attachments. Such compensation arrangements and rates shall constitute payment in full from OHG or the applicable Payor for all services provided to Beneficiaries pursuant to this Agreement.

**B. Billing**

1. For any Covered Service, Practitioner shall bill for Covered Services according to the following:
  - a. Practitioner shall submit claims on the appropriate claim form for all Covered Services within one hundred eighty (180) days of the date those services are rendered. Claims received after this one hundred eighty (180) day period may be denied for payment and Practitioner shall hold OHG and the Payor financially harmless for the payment of such claims. Practitioner shall submit claims to the location described in the applicable Program Requirements.

- b. Any amount owing under this Agreement shall be paid within the time period set forth in a Program Attachment after receipt of a complete claim from Practitioner, taking into consideration any requests from OHG, the applicable Payor, or their designees for additional information and whether or not the claim involves coordination of benefits. For purposes of this Agreement, a complete claim shall include but is not limited to all of the following: (i) the date on which the Covered Service was performed; (ii) a description of the Covered Service and, if applicable, the descriptive terms and identifying code from the most recent edition of the AMA's Physicians' Current Procedural Terminology; and (iii) the name of the individual providing the Covered Service, if applicable. For a complete description of the information that must be included in a complete claim refer to the applicable Program Manual.
2. Practitioner may bill an individual directly for any services provided following the date the individual ceases to be a Beneficiary. Neither OHG nor any other Payor has any obligation under this Agreement to pay for services rendered to individuals who no longer are Beneficiaries.
3. Unless prohibited by applicable Program Requirements, if a Practitioner provides Health Care Services to a Beneficiary that are not Covered Services under the Program in which the Beneficiary is enrolled and benefits are not available under the Program, Practitioner may bill the Beneficiary the Practitioner's usual and customary fee for the Health Care Services, provided the Practitioner notifies the Beneficiary in advance of his or her personal obligation for payment for Health Care Services that are not Covered Services under the Program. However, if a Health Care Service has been determined not to be Medically Appropriate under the utilization management criteria or other Program Requirements applicable to the Program, the Practitioner may, unless otherwise prohibited by applicable Program Requirements, bill the Beneficiary for the service only if, in advance of the service being performed: (i) the Beneficiary has been informed that the Health Care Service has been determined under the Program not to be Medically Appropriate; and (ii) the Beneficiary agrees in writing to be financially responsible for the cost of the Health Care Service.
4. Subject to the foregoing provisions of paragraph 3 above, upon failure of OHG or a Payor to reimburse Practitioner for Covered Services provided to a Beneficiary, Practitioner may, unless otherwise prohibited by law or applicable Program Requirements, directly bill the Beneficiary for such services.

**C. Resolution of Disputes**

1. For each Program, OHG shall develop, or cause to be developed, a procedure for resolving disputes between Practitioner and a Payor arising out of Health Care Services provided to a Participant under the Payor's Program, including but not limited to fees for Covered Services. In the event of a dispute, OHG or the Payor shall notify the Practitioner of the applicable procedure and Practitioner agree to participate in and cooperate with the procedure established by the Program Requirements.

**D. Coordination of Benefits**

1. OHG and Practitioner agree to cooperatively exchange information relating to coordination of benefits with regard to any Beneficiary for whom Practitioner is providing services.
2. With respect to those services reimbursed on a fee-for-service basis:
  - a. Certain claims for services rendered to Beneficiaries are claims for which another payor may be primarily responsible under coordination of benefit rules. Practitioner may pursue and process any such coordination of benefits claims and, in so doing, shall comply with the primary payor's billing rules, including, but not limited to, any of the primary payor's limitations on billing Beneficiaries.

- b. When a Payor is other than primary under applicable coordination of benefits rules, Payor will pay no greater amount than that which, when added to amounts payable to Practitioner from other sources under the applicable coordination of benefit rules, equals one hundred percent of the Practitioner's reimbursement for Covered Services pursuant to this Agreement.
- c. When Payor is primary under applicable coordination of benefit rules, Payor will pay amounts due pursuant to this Agreement without regard for the obligations of any secondary payors.

**E. Review of Records**

- 1. Upon reasonable notice and during regular business hours, OHG or its designee shall have the right to inspect, review and make copies of, at OHG's expense, all records maintained by Practitioner with respect to all payments received by its Practitioner from all sources for Covered Services rendered to Beneficiaries during the term of this Agreement. OHG or its designee shall have the right to conduct periodic audits of such records and may audit its own records to determine if amounts have been properly paid under this Agreement, provided that advance notice of any audit is provided to Practitioner and the audit is conducted during normal business hours of the Practitioner. OHG shall provide Practitioner with the results of any such audits and any amounts determined to be due and owing as a result of such audits shall be promptly paid or, at the option of the party to whom such amounts are owed, offset against amounts due and owing by such party hereunder. The audits conducted by OHG or its designee pursuant to this paragraph may include the use of statistical sampling techniques. This provision shall survive the termination of this Agreement or any Program Attachment.

**F. Prompt Pay**

- 1. Payors who have contracted with OHG to access Participating Providers shall make or arrange for payment for all complete and accurate Claims for Covered Services submitted by Participating Providers in accordance with the Compensation Rates set forth in the applicable Program Attachment. This Agreement is subject to the requirements of O.R.C. Section 3901.38 or any successor statute that may hereinafter be enacted, which the parties acknowledge shall apply to Participating Providers' Claims for Covered Services. If Payor fails to pay claims for Covered Services rendered by Participating Providers within the time requirements and parameters specified within said O.R.C. Section 3901.38 or successor statute that may hereinafter be enacted shall not prejudice any other rights or remedies available to Participating Providers at law or in equity on account of Payors failure to comply with such requirements or parameters. Further, if Participating Providers do not receive payment under this Agreement for Covered Services rendered within 30 calendar days after Payor's receipt of a completed claim, the Participating Providers may impose interest on the unpaid amount based upon 18% APR. The obligation for payment under this Agreement for Health Services rendered to a Member is solely that of the Payor. This excludes Claims that have been suspended due to the need to determine Medical Necessity, or the extent of Payor's payment liability, if any, because of issues such as coordination of benefits, subrogation, or verification of coverage.

**V. CREDENTIALING**

- A. OHG shall be responsible for the credentialing and recredentialing of the Practitioner in accordance with the criteria set forth in the Program Manuals.
- B. Practitioner shall promptly notify OHG of any situation of which he or she is aware including, but not limited to, license suspension, restriction or revocation; any disciplinary action or censure by the DEA, Medicare or Medicaid, state licensing board, professional society, specialty board, professional organization or similar entity; an indictment or conviction for any felony criminal offense; hospital privileges limited, restricted, suspended or terminated, or any other adverse action taken by a hospital or medical staff; any confirmed substantive negative quality issues, or an unfavorable malpractice judgment.
- C. OHG agrees to provide Practitioner with prompt written notice of any adverse credentialing action.

- D. Practitioner shall complete and submit to OHG a Practitioner Application, in the form provided by OHG, and agrees to inform OHG in a timely manner of any changes to any Practitioner Application submitted to OHG.

## **VI. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **A. Insurance, Indemnification and Liability**

1. Throughout the term of this Agreement, Practitioner shall maintain, at his or her expense, general and professional liability coverage in a form and amount acceptable to OHG. Unless otherwise determined by OHG, the minimum limits for both coverages shall be \$1 million/\$3 million. Upon OHG's request, Practitioner shall provide OHG with certificates evidencing such coverage. In the event the Practitioner has a "claims made" policy, and changes professional liability insurance carriers during the term of this Agreement, such party shall either acquire appropriate "tail" insurance from the prior carrier or "prior acts" coverage from the new carrier, and shall provide OHG with a certificate or other appropriate evidence of such continuous coverage, upon request.
2. Each party agrees to indemnify and hold harmless the other party and its directors, managers, officers, employees and agents from any and all actions, causes of actions, claims, damages or losses of any kind, including reasonable attorney's fees, incurred by such other party to the extent resulting from the intentional or reckless acts or omissions of the first party or its employees or agents. For purposes of this paragraph 2, neither party nor its employees or agents shall be considered agents of the other party.
3. No manager, officer, committee member, employee or agent of OHG or an OHG Affiliate shall be liable in damages to Practitioner for any action taken or recommendation made within the scope of the functions of such person's position with OHG or an OHG Affiliate, if such person acts without malice, and in the reasonable belief that such action or recommendation is warranted by the facts known to such person, after reasonable effort to obtain the facts of the matter.

### **B. Confidentiality**

1. The parties acknowledge that, as a result of this Agreement, each may have access to certain trade secrets and other confidential and proprietary information of the other. Each party shall hold, and cause its employees and agents to hold, such trade secrets and other confidential and proprietary information, including the terms and conditions of this Agreement, in confidence and shall not disclose such information, and shall take precautions to ensure that its employees and agents do not disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required by law and except as may be required to fulfill the rights and obligations set forth in this Agreement. With respect to OHG, such confidential and proprietary information shall include, without limitation, the Program Attachments and Program Requirements. The provisions of this paragraph 1 shall survive the termination of this Agreement and any Program Attachments.
2. Nothing in paragraph 1 above shall be construed to prohibit:
  - a. communications necessary or appropriate for the delivery of Health Care Services;
  - b. communications to Beneficiaries regarding available treatment alternatives regardless of the provisions or limitations of the Beneficiary's coverage;
  - c. communications to Beneficiaries regarding applicable rights to appeal coverage determinations; or

- d. communications to Beneficiaries identifying the type of reimbursement arrangement under which Practitioner is compensated for Covered Services under this Agreement (i.e. fee-for-service, capitation, etc.), excluding any communications with regard to the applicable rates of reimbursement.

**C. Representations and Warranties of the Parties**

1. Practitioner represents and warrants to OHG as follows:
  - a. that the information set forth in the Practitioner Application submitted to OHG is true and correct. Practitioner shall promptly notify OHG of any changes in the information contained in any such Application within thirty (30) days of such change;
  - b. that only Practitioner will be allowed to provide Covered Services;
  - c. that Practitioner shall during the term of this Agreement: (i) be duly licensed to provide Health Care Services, under the laws of the state in which the Practitioner is providing Covered Services; (ii) have a current and valid DEA license, if applicable; (iii) be a member in good standing, with appropriate clinical privileges, on the medical staff of the Practitioner's Designated Hospital, if applicable; and (iv) regularly provide OHG evidence of renewals of the foregoing matters;
  - d. that Practitioner currently maintains general and professional liability insurance coverage in the minimum amounts required by this Agreement, and will promptly notify OHG of any material modification, cancellation or restriction of such coverage;
  - e. that Practitioner will provide written notice to OHG within ten (10) days after Practitioner learns of any report that is filed with the National Practitioner Data Bank regarding Practitioner;
  - f. that Practitioner shall immediately give OHG written notice of any written claim or lawsuit against Practitioner arising out of any act or omission of the Practitioner or any employee, agent or contractor of the Practitioner, relative to the rendering of Health Care Services to a Beneficiary;
  - g. that Practitioner decisions regarding the delivery of Health Care Services to beneficiaries shall be based only on appropriateness of care and service; and
  - h. that Practitioner is not compensated by OHG for utilization review denials of coverage or service and does not receive financial incentives for denials of coverage or service;
2. OHG represents and warrants to Practitioner as follows:
  - a. that OHG is a duly organized limited liability company in good standing under the law of the State of Ohio, and is empowered and duly authorized to enter in this Agreement;
  - b. that OHG is currently, and for the duration of this Agreement shall remain, in compliance with any and all applicable laws and regulations of the federal government and of the State of Ohio;
  - c. that UM decision making is based only on appropriateness of care and service; and
  - d. that OHG does not compensate Practitioners or other individuals conducting utilization review for denials of coverage or service; financial incentives for making UM decisions do not encourage denials of coverage or service.
3. OHG makes no representations or guarantees concerning the number of Beneficiaries it can or will refer to Practitioner under this Agreement.

## **D. Operational Policies and Procedures**

In addition to the Program Manuals, OHG or its designee may issue and deliver to Practitioner, additional operational policies or procedures for the purpose of implementing or clarifying this Agreement, and may supplement or withdraw such policies or procedures as needed. Ninety (90) days after the delivery of any such policies, procedures or supplement thereto to Practitioner which materially modify existing policies or procedures in Program Manuals or otherwise ("Implementation Date"), the provisions thereof shall become fully binding on Practitioner as if expressly set forth in this Agreement. If such policies, procedures or supplements thereto are not acceptable to Practitioner, Practitioner may give written notice of termination of this Agreement or the affected Program Attachment to OHG no later than thirty (30) days after receipt of such policies, procedures or supplements thereto, in which case this Agreement or the affected Program Attachment shall terminate effective as of the Implementation Date, unless OHG otherwise agrees to continue this Agreement or the affected Program Attachment without the proposed policies, procedures or supplements thereto. Failure to provide such notice within said thirty (30) day period shall be deemed to be acceptance of the policies, procedures or supplements thereto. In the event the provisions of any such policies, procedures or supplements are inconsistent with the terms of this Agreement or a Program Attachment, the terms of this Agreement or the Program Attachment shall prevail.

## **VII. TERM AND TERMINATION**

### **A. Term of Agreement**

This Agreement shall begin on the Effective Date and shall continue for a period of one year. Thereafter, this Agreement shall automatically renew for successive one year periods, unless terminated as set forth below.

### **B. Termination**

1. For Cause. Practitioner or OHG may terminate this Agreement at any time for cause. Cause for termination includes, but is not limited to, the following:
  - a. Material failure of OHG, when acting as Payor, to make required compensation payments to Practitioner under this Agreement.
  - b. Failure of Practitioner to comply or cooperate with OHG's Credentialing, Quality Improvement, Quality Management, Utilization Management Programs and/or a Performance Improvement Plan developed for Practitioner. In the event the termination decision is based upon the failure of the Practitioner to meet OHG's standards for quality or utilization in the delivery of Health Care Services, OHG will notify Practitioner of the termination decision, the reasons for the decision and of the opportunity to participate in a Performance Improvement Program. Practitioner agrees to assist OHG in developing and implementing a suitable Performance Improvement Program. If the Practitioner fails to comply with the Performance Improvement Program, OHG may promptly terminate the Practitioner, subject to the appeal rights set forth in the Program Requirements.
  - c. Other material breach of this Agreement by either party.
  - d. Any material addition or alteration by OHG of policies and procedures governing the provision of Covered Services to Beneficiaries (in accordance with Section VI.D) or amendment by OHG of this Agreement (in accordance with Section VIII.D) if such action is unacceptable to Practitioner; provided that Practitioner gives OHG notice of rejection of such action within thirty (30) days of receipt by Practitioner of OHG's notice concerning the addition, alteration or amendment and OHG does not elect to continue this Agreement without such addition, alteration or amendment, as set forth in Section VI.D or Section VIII.D hereof.
  - e. Insolvency of either party.

- f. Failure by Practitioner to maintain licenses, certifications, permits or approvals required to perform Practitioner's duties under this Agreement or to comply with applicable laws, regulations or Program Requirements.
- g. Failure by OHG to maintain licenses, certifications, permits or approvals required to perform OHG's duties under this Agreement or to comply with applicable laws or regulations.
- h. Commission or omission of any act or any conduct or allegation of conduct for which OHG's or Practitioner's license or certification may be subject to revocation or suspension, whether or not actually revoked or suspended, or if OHG or Practitioner is otherwise disciplined by any licensing, regulatory, professional entity or any professional organization with jurisdiction over such party.
- i. Any material misrepresentation or falsification of any information submitted by Practitioner to OHG.
- j. Failure of Practitioner to maintain required liability coverage protection.
- k. Commission or omission of any act or conduct by Practitioner which is detrimental to a Beneficiary's health or safety.

Unless otherwise provided in applicable Program Attachments to this Agreement, termination for any other reason set forth above shall be upon thirty (30) days' prior written notice to the other party by the terminating party unless said reason for termination is cured to the satisfaction of the terminating party within said thirty (30) day period, in which case this Agreement shall not terminate. Notwithstanding the foregoing, OHG shall have the right to immediately terminate this Agreement for cause, upon written notice thereof to Practitioner if OHG in good faith determines that such immediate termination is necessary to avoid imminent risk of harm to a Beneficiary or Beneficiaries.

- 2. Without Cause. This Agreement or any individual Program Attachment to this Agreement (unless otherwise provided in the Program Attachment) may be terminated at any time without cause or prejudice upon ninety (90) days' prior written notice by either party. Termination of any individual Program Attachment will not have the effect of terminating the entire Agreement and all remaining provisions of this Agreement and remaining Program Attachments to this Agreement will remain in full force and effect.

**C. Rights and Obligations Upon Termination**

Upon termination of this Agreement for any reason, the rights of each party hereunder shall terminate, except as provided in this Agreement and any Program Attachments to this Agreement. Any such termination shall not release Practitioner or OHG from obligations under this Agreement or any Program Attachment occurring prior to the effective date of termination. Furthermore, except as otherwise provided in any Program Attachment to this Agreement or otherwise determined by OHG, the Practitioner shall be obligated to continue to provide Covered Services to any Beneficiary when such Covered Services are part of a treatment plan begun prior to the effective date of such termination until such time that the Beneficiary has made arrangements for substitute care, and agrees to accept compensation for such Covered Services as provided for in this Agreement and any applicable Program Attachment.

**VIII. MISCELLANEOUS**

**A. Independent Contractor Relationship**

- 1. This Agreement is not intended to create nor shall it be construed to create any relationship between OHG and Practitioner other than that of independent entities contracting for the purpose of effecting provisions of this Agreement. Neither party nor any of their agents, employees or representatives shall be construed to be the agent, employer, employee or representative of the other.

2. Nothing in this Agreement, including Practitioner's participation in the Quality Management and Utilization Management process, shall be construed to interfere with or in any way affect Practitioner's obligation to exercise independent professional judgment in rendering Health Care Services to Beneficiaries.

**B. Assignment and Delegation of Duties**

Neither OHG nor Practitioner may assign duties, rights or interests under this Agreement or any Program Attachment unless the other party shall so approve by written consent, provided, however, that any reference to OHG herein shall include any successor in interest and that OHG may assign its duties, rights and interests under this Agreement or any Program Attachment in whole or in part to an OHG Affiliate or may delegate any and all of its duties in the ordinary course of business.

**C. Interpretation**

The validity, enforceability and interpretation of this Agreement shall be governed by any applicable federal law and by the applicable laws of the State of Ohio.

**D. Amendment**

1. This Agreement or a Program Attachment (unless otherwise provided for in the Program Attachment) may be amended by OHG by giving ninety (90) days prior written notice to Practitioner of the proposed amendment. If an amendment is not acceptable to Practitioner, Practitioner may give written notice of termination of this Agreement or the applicable Program Attachment to OHG no later than thirty (30) days after receipt of the written notice of amendment, in which case this Agreement or the applicable Program Attachment shall terminate effective as of the effective date of the proposed amendment, unless OHG otherwise agrees to continue this Agreement or the applicable Program Attachment without the proposed amendment. Failure to provide such notice within said thirty (30) day period shall be deemed to be acceptance of the amendment.
2. Notwithstanding the foregoing provisions of this Section VIII.D, in the event that state or federal law or regulation should change, alter or modify the present services, levels of payments to OHG, standards of eligibility of Beneficiaries, or any operations of OHG, such that the terms, benefits and conditions of this Agreement or a Program Attachment must be changed accordingly, then upon notice from OHG, Practitioner shall continue to perform services under this Agreement or the Program Attachment as modified.
3. Except as provided above, amendments to this Agreement must be agreed to in advance in writing by OHG and Practitioner.

**E. Program Attachments**

The Program Attachments hereto are a part of this Agreement and their terms shall supersede those of other parts of this Agreement in the event of a conflict.

**F. Third Party Beneficiaries**

Except to the extent otherwise specifically provided in this Agreement or a Program Attachment to this Agreement, nothing herein contained is intended to confer upon any person, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**G. Entire Contract**

This Agreement together with all Program Attachments and documents referred to herein contain all the terms and conditions agreed upon by the parties, and supersedes all other agreements, express or implied, regarding the subject matter of this Agreement and the Program Attachments.

**H. Notice**

Any notice required hereunder shall be in writing and shall be deemed to have been made three (3) days after deposited in the United States mail, postage prepaid, to OHG and Practitioner at the addresses set forth below each party's signature or to such other address as shall have been given in writing by either party to the other.

**I. Enforceability and Waiver**

The invalidity and unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

**J. Regulatory Approval**

In the event that OHG has not been licensed or has not received any applicable regulatory approval for use of this Agreement or a Program Attachment prior to the execution of this Agreement or the Program Attachment, this Agreement and/or the Program Attachment, as the case may be, shall be deemed to be a binding letter of intent. In such event, this Agreement and/or the Program Attachment, as the case may be, shall become effective on the date that such regulatory approval is obtained. If OHG is unable to obtain such licensure or approval after due diligence, OHG shall notify Practitioner and both parties shall be released from any liability under this Agreement and/or the Program Attachment, as the case may be; provided however, that if such licensure or approval is obtained upon the condition of OHG's amendment of this Agreement and/or the Program Attachment, as the case may be, then this Agreement and/or the Program Attachment, as the case may be, shall continue and OHG shall amend the Agreement and/or the Program Attachment, as the case may be, pursuant to Section VIII.D.2 hereof.

**K. Dispute Resolution**

1. The parties shall first attempt to resolve any disputes that may arise between the parties in accordance with the dispute resolution procedures described in applicable Program Requirements.
2. Should the dispute not be resolved through the aforementioned process, the parties shall refer the dispute, controversy or question arising under this Agreement to an arbitrator selected by the parties. The proceeding shall be governed by the Rules of the American Arbitration Association then in effect, and shall be held in Franklin County, Ohio. If the parties are unable to agree upon such an arbitrator within thirty (30) days after either party has given the other party written notice of its desire to submit the dispute, controversy or question for decision, then either party may apply to the American Arbitration Association for the appointment of an arbitrator or, if such Association is not then in existence or does not desire to act in the matter, each party shall appoint an arbitrator of its choice. The appointed arbitrators will select a third arbitrator and the panel of three arbitrators will hear the parties and settle the dispute, controversy or question. Each party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the parties. Arbitration shall be the exclusive remedy for the settlement of disputes arising under this Agreement. The decision of the arbitrator(s) shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

**L. Ohio Mandated Insurance Fraud Warning**

The State of Ohio Department of Insurance requires the following provisions in this provider contract:

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**THIS AGREEMENT CONTAINS A BINDING DISPUTE RESOLUTION PROVISION THAT MAY BE ENFORCED AGAINST THE PARTIES.**

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the effective date.

**PROVIDER:**

**OHIOHEALTH GROUP, LTD.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Thomas Thompson  
Interim Chief Operating Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 445 Hutchinson Avenue, Suite 550  
Columbus, Ohio 43235

\_\_\_\_\_

Phone: \_\_\_\_\_

County: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

**EFFECTIVE DATE:**

PPO: \_\_\_\_\_

OTHER: \_\_\_\_\_

SCHEDULE A

CARDS ISSUED BY TPAS MAY CARRY THE TPA NAME OR THE EMPLOYER'S NAME, BUT WILL ALSO DISPLAY THE HEALTHREACH LOGOS. BELOW ARE VARIATIONS, BUT NOT LIMITED TO, OHIOHEALTH GROUP HEALTHREACH PPO LOGOS:





**OHIOHEALTH GROUP, LTD.  
OHIOHEALTH GROUP PPO PROGRAM ATTACHMENT  
TO  
PARTICIPATING PROVIDER AGREEMENT  
(Individual Practitioner)**

**PURPOSE**

The terms and provisions of this PPO Program Attachment and the Agreement are applicable to services rendered by \_\_\_\_\_ ("Practitioner") to OhioHealth Group PPO, Inc. ("PPO") Program Beneficiaries. The PPO Program consists of Service Agreements with OHG, and OHG Affiliates, as well as other Payors.

**I. PARTIES' OBLIGATIONS**

**A. Compensation and Billing**

1. Practitioner's reimbursement for Covered Services shall be the rates set forth and attached hereto in Exhibit A, less applicable Copayments, Deductibles, Coinsurance, and any applicable PPO administrative fees, which shall not exceed 4%. The rates set forth in Exhibit A shall apply to all Health Care Services rendered to Beneficiaries in the PPO Program.
2. Practitioner will look solely to Payor for compensation for Covered Services except for Copayments, Deductibles or Coinsurance. Practitioner agrees, that whether or not there is any unresolved dispute for payment, that under no circumstances will Practitioner directly or indirectly make any charges or claims for Covered Services, other than for Copayments, Deductibles or Coinsurance, against any Beneficiaries or their representatives and that this provision survives termination of this Agreement for services rendered prior to such termination. Except for the collection of Copayments, Deductibles or Coinsurance, only those services that are not Covered Services may be billed directly to Beneficiaries, subject to limitations listed above. This paragraph is to be interpreted for the benefit of Beneficiaries and does not diminish the obligation of a Payor to make payments to Practitioner according to the terms of this Agreement.
3. OHG will encourage each Payor to remit any amount owing under this PPO Program Attachment and the Agreement within thirty (30) days after receipt of a complete claim from Practitioner. For purposes of this PPO Program Attachment, a "complete claim" is defined in the applicable Payor's Program Manual.

**B. OHG Utilization Management**

OHG may be responsible for Utilization Management pursuant to a particular Service Agreement. In that event, the following basic principles, as well as the policies, procedures and requirements in the OHG PPO Program Manual are applicable:

1. OHG has established Utilization Management processes that are designed to assure that Covered Services compensated under the Service Agreement are Medically Appropriate. Except as otherwise provided in a Service Agreement, Covered Services must be Medically Appropriate.
2. Practitioner may appeal a Utilization Management decision. The appeal shall be commenced by requesting in writing reconsideration by OHG. Any such appeal will be conducted in accordance with the policies, procedures and requirements in the OHG PPO Program Manual.

**C. Utilization Management (Non-OHG)**

Pursuant to a specific Service Agreement, a Payor may require that Utilization Management be conducted by an entity other than OHG or an OHG Affiliate. In those situations, the applicable Utilization Management policies, procedures and requirements will be available directly from the Payor.

**D. Primary Care Physician Programs**

1. According to the terms of specific Service Agreements, Participating Practitioners may be required to provide Covered Services to Beneficiaries enrolled in a Primary Care Physician (PCP) program. Under a PCP Program, Participating Practitioners who are designated as Primary Care Physicians have the responsibility for arranging and coordinating the overall health care for those enrolled Beneficiaries who have selected the Primary Care Physician, including appropriate referrals of the enrolled Beneficiaries to other Participating Practitioners and Participating Providers for the delivery of Covered Services. In addition, Participating Providers agree to accept the responsibilities of Primary Care Physicians in the event they are designated as such for a particular PCP Program.
2. Participating Providers and Practitioners agree to accept the terms and conditions outlined in any Service Agreement that includes a PCP Program.

**II. RIGHTS AND OBLIGATIONS UPON TERMINATION**

This Agreement provides for a method of payment of Practitioner charges incurred by the Beneficiary during the existence of this Agreement. It is not a contract for the provision of service to the Beneficiary. Termination of this Agreement terminates the method of payment with regard to services provided after the date of termination. Termination of this Agreement should in no way be construed as affecting the Practitioner's relationship with the patient other than removing this payment system.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the effective date.

**PROVIDER:**

**OHIOHEALTH GROUP, LTD.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Thomas Thompson  
Interim Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EFFECTIVE DATE:**

PPO: \_\_\_\_\_

## **EXHIBIT A**

### **PPO Reimbursement**

The reimbursement arrangement will be the lesser of the OHG PPO Fee Schedule or your usual and customary charge, less any applicable coinsurance, copayments, deductibles or PPO administrative fees.