



Physician Hospital Organization at Sarasota Memorial  
*Physicians making a difference*

**Effective Date: May 2009**

**SARASOTA MEMORIAL PHYSICIAN-HOSPITAL ORGANIZATION, INC.**  
**EXECUTION SHEET AND**  
**PHYSICIAN MASTER AGREEMENT & BUSINESS ASSOCIATE AMENDMENT**

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## **PHYSICIAN MASTER AGREEMENT**

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

### **1.0 SERVICES**

- 1.1 **Physician Services.** Physician agrees to: (i) provide to Beneficiaries those authorized Covered Services in his or her specialties in accordance with accepted medical standards in the community; (ii) provide Beneficiaries with access to appropriate Covered Services in his or her specialties at all times, including arranging for coverage by another Participating Physician when unavailable or establishing alternate coverage arrangements approved in advance by the PHO; (iii) cooperate with other Participating Physicians involved in the care and treatment of Beneficiary in providing authorized Covered Services; and (iv) notify the PHO at least 90 days prior to closing his or her practice to new patients, provided that the effective date of such closure shall not occur until the last day of the month in which such closure is to be effective. Physician acknowledges that the PHO does not promise, warrant or guarantee, by this Master Agreement, any Product Description or otherwise, any particular volume of referrals of Beneficiaries to Physician. Physician hereby agrees to comply with such pre-authorization requirements called for in the applicable Product Description.
- 1.2 **Use of Participating Providers.** Unless the requirement is expressly waived in the applicable Product Description, each Physician shall admit Beneficiaries to hospitals for treatment only when such admissions are certified in advance by the applicable Payer, except in cases of Emergency. Physician agrees further that, should he/she arrange for coverage with a non-Participating Physician, Physician shall ensure that the non-Participating (i) will accept as full payment for services delivered to Beneficiaries the lesser of the non-Participating Physician's fee-for-service charge or the maximum fees for such Covered Services set by the applicable Payer; and (ii) will accept the quality assurance, utilization review and discharge planning, referral management and claims payment review procedures described in the applicable Product Description.

### **2.0 COMPENSATION**

- 2.1 **Physician Compensation.** The PHO shall arrange for Physician to be compensated for services rendered to a Beneficiary in accordance with the compensation system set forth in the Product Description applicable to that Beneficiary. Physician agrees to look first to the applicable Payer for any compensation for Covered Services and to accept the amount calculated in accordance with the applicable compensation system as payment in full for such services.

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

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

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

- a) The PHO has agreed with a Payer that Physician shall not seek such compensation;
- b) State or Federal law does not permit Physician to pursue the Beneficiary for compensation; or
- c) A condition of State or Federal approval of a contract with the PHO prohibits Physician from pursuing the Beneficiary for compensation.

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

### **3.0 COMPLIANCE WITH PAYER'S AND THE PHO'S POLICIES AND PROGRAMS**

**3.1 Compliance and Participation.** Physician agrees to comply fully with and participate in the implementation of the Payer's and PHO's policies and programs to control the cost and utilization of medical services as described in the Product Description, including, but not limited to, policies and programs regarding:

- (i) quality assurance;

- (ii) utilization management;
- (iii) claims payment review;
- (iv) Beneficiary grievances; and
- (v) minimum provider qualifications.

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

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

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

**3.4 Licensure/Professional Liability Coverage.** It is mutually agreed that Physician shall remain in full compliance with all applicable laws and shall be duly licensed in his/her respective jurisdictions and in good professional standing at all times. Evidence of such licensing and compliance with state financial responsibility requirements, if applicable, shall be submitted to the PHO upon request. Physician shall, throughout the term of this Agreement, notify the PHO of any change in how they meet their licensure's financial responsibility requirements.

**3.5 Application/Fees.** Physician shall have completed the PHO's application form to become a Participating Physician. Physician gives the PHO consent to consult with third parties as required to verify the information contained in Physician's application including the application data sheet, acknowledges that the PHO is relying on information contained in Physician's application to become a Participating Physician, certifies and

warrants that such application contains true and correct information and agrees to notify the PHO immediately of any material change in such information. Physician agrees that any material misstatements in or omissions from his/her application to become a Participating Physician constitute cause for immediate retroactive cancellation of this Agreement by the PHO. Physician shall pay to the PHO an application fee upon submission of his/her application. The PHO will require Members to pay an annual assessment fee to be determined by the Board of Directors of the PHO. Notice of the institution of or change to the annual participation fee shall be provided to Physician no later than 60 days prior to the Anniversary Date as defined in Section 4.1 of this Agreement. There is also a late fee penalty if recredentialing documents are submitted after 30 days from due date. The PHO Board of Directors might assess other special fees.

#### **4.0 TERM AND TERMINATION**

- 4.1 **Term and Renewal.** This Agreement will be effective after execution as of the date specified by the PHO and its initial term shall continue in effect until December 31 of the then-current year (the "Anniversary Date"). Thereafter, the Master Agreement and all Product Descriptions then in effect shall be automatically renewed for successive one-year terms ending December 31 of each year unless either the Master Agreement or Physician's participation in one or more individual Products (other than the Standard Products) is terminated at the Anniversary Date by either party upon not less than ninety (90) days' prior written notice. Either party's termination of the Master Agreement shall terminate Physician's participation in all Products. Either party's termination of Physician's participation in either or both Standard Products (as defined in Section 5.2.1) shall operate to terminate the Master Agreement. The PHO shall utilize the amendment process set forth in Section 5.1 to give the Physician notice of any change in the compensation terms of any Product that will take effect for groups contracting for that product during the next contract year and shall use its best efforts to do so forty-five (45) days in advance of the Anniversary Date.
- 4.2 **Termination Without Cause.** This Agreement may be terminated by either party without cause upon sixty (60) days' prior written notice to the other party. As required under Florida statutes Section 641.315, as amended effective October 1, 1991, a physician must provide written notice to the PHO and the Department of Insurance before canceling this Agreement for any reason.
- 4.3 **Immediate Termination.** Notwithstanding anything to the contrary herein, the Master Agreement may be terminated by the PHO immediately upon notice to Physician in case of any of the following:
- 4.3.a a suspension or revocation of the Physician's license, certificate or other legal credential authorizing Physician to provide medical services;
  - 4.3.b an indictment, arrest or conviction for a felony or for any criminal charge related to the rendering of medical services; failure to comply with the provisions of Section 3.4 of this Agreement; failure to comply with the policies and programs described in Section 3.1 of this Agreement, as determined by the appropriate PHO Committee; or
  - 4.3.c when the PHO otherwise determines that immediate termination is in the best interests of the Beneficiaries.

Action taken under 4.3(d) shall include, but not be limited to, actions based on inappropriate or excessive uses of medical or laboratory services, substandard

medical care, or any other activity which would be construed not to be in the best interest of Beneficiaries.

## **5.0 AMENDMENTS AND NEW PRODUCTS**

5.1 **Amendments.** This Master Agreement or any Product Description may be amended by the PHO by giving forty-five (45) days' prior written notice to Physician of the proposed amendment. If an amendment is not acceptable to Physician, he/she may terminate participation in the applicable Product (or in the Master Agreement if the proposal amends the Master Agreement) as of the date the amendment becomes effective, by giving written notice to the PHO no later than thirty (30) days after receipt of written notice of the proposed amendment. If physician gives such notice of termination in writing no later than thirty (30) days after receipt of written notice of the proposed amendment, the PHO may, at its option, continue the Physician's participation in the Master Agreement and the Products in effect without the amendment upon notice to Physician five (5) days prior to the proposed amendment's effective date or the PHO shall allow Physician's termination of participating in the Product or in the Master Agreement, as the case may be, to take effect. If the PHO does not receive notice of termination from Physician within thirty (30) days after receipt of notice from the PHO, Physician will be deemed to have accepted such amendment as of its effective date. Except as provided in Sections 5.1 and 5.2, no other amendment shall be effective unless in writing and signed by both parties.

### **5.2 New Products.**

5.2.1 **New Products The PHO May Accept For Physicians.** Physician agrees to be bound by additional Product Descriptions which are added to the Master Agreement by the PHO and contain terms that, in the judgment of the PHO (considering the expected frequency of procedures of each type), in the aggregate equal or exceed the PHO pricing agreements and which, in the judgment of the PHO, do not represent a material adverse change in the non-price terms and conditions contained with the Product Description (i.e., "Standard Products"). Physician hereby grants the PHO power of attorney to enter into such agreements on his/her behalf.

5.2.2 **New Products The PHO May Propose.** The PHO will give Physician, or the applicable category of physicians, twenty-one (21) days' prior written notice of arrangements which it deems beneficial to its Participating Providers but which contain compensation terms which, in the judgment of the PHO, represent a significant change in the pricing arrangements; or represent a material adverse change in the non-price terms and conditions contained within the Standard Product. Physician hereby grants the PHO authority to enter into such agreements on his/her behalf provided however: that, upon receiving notice of any such contract, a participate in such new product, and provided further that, if fifty-one percent (51%) of the PHO's participating Physicians send to the PHO, within fourteen (14) days of notification, written notice of objection, the PHO shall withdraw such new product and no provider shall be obligated to participate in it.

## **6.0 MISCELLANEOUS PROVISIONS**

6.1 **Assignment.** This Agreement, being intended to secure the services of Physician, shall not in any manner be assigned, delegated, or transferred by Physician without the prior written consent of the PHO. Any such transfer or assignment shall be void. The

PHO may assign this Agreement to any entity that controls, is controlled by, or that is under common control with the PHO now or in the future, or which succeeds to its business through a sale, merger or other corporate transaction.

- 6.2 **Notices**. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the parties at the addresses set forth on the Execution Sheet.
- 6.3 **Relationship of Parties**. Except as specifically set forth elsewhere in this Agreement, the relationship between the PHO and Physician is that of independent contractors, and neither shall be considered an agent or representative of the other for any purpose.
- 6.4 **Entire Agreement**. This Agreement and amendments thereto pursuant to Section 5.1, including all Product Description referred to on the Execution Sheet or added from time to time pursuant to Sections 5.1 or 5.2, constitutes the entire understanding and agreement of the parties hereto and supersedes any prior written or oral agreement pertaining to the subject matter hereof.

## **7.0 DEFINITIONS**

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

- 7.1 **Beneficiary** means any person for which a Payer has agreed to provide Covered Services when payer has directly or indirectly contracted with the PHO to arrange for such services, which agreement is consistent with a Product Description which is or becomes a Part of this Agreement.
- 7.2 **Covered Services** means those health care services Beneficiaries are entitled to receive as set forth in the Physician Manual or elsewhere.
- 7.3 **Emergency** means, except as otherwise defined in the Product Description, the sudden and unexpected onset of acute illness or accidental injury requiring immediate medical intervention as the result of a severe, life-threatening or potentially disabling condition.
- 7.4 **Participating Physician** means a physician who has entered into an agreement with the PHO to provide Covered Services to the Beneficiaries of the applicable Product and who has been credentialed by the PHO to provide Covered Services for the Product.
- 7.5 **Payer** means any third party payer including, but not limited to, an insurance company, self-funded employer, multiple employer trust, union trust, or governmental entity that has entered into an agreement, either directly or through an intermediary, with the PHO to arrange for the provision of Covered Services to Beneficiaries through Participating Providers.
- 7.6 **Product** means a health care financing program offered by a Payer which, utilizes Participating Physicians to provide Covered Services to Beneficiaries under terms and conditions described in the applicable Product Description.
- 7.7 **Product Descriptions** means the written descriptions set forth in Exhibit A and incorporated by reference herein of health care financing products, which are offered and financed by Payers. The Product Descriptions include terms and conditions under which Physician shall provide Covered Services to Beneficiaries enrolled in that Product.

## **BUSINESS ASSOCIATE AMENDMENT TO THE CONTRACT**

**THIS AMENDMENT TO THE CONTRACT** ("Amendment") is made effective as of the 14th day of March, 2003 (the "Effective Date"), by and between the Sarasota Memorial Physician-Hospital Organization, Inc. and Gulf Coast Provider Network/Healthcare Sarasota ("Business Associates") and the physician group who has signed the Execution Sheet attached to the Contract ("Covered Entity").

### **ARTICLE 1: RECITALS**

1.1 The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E (the "Privacy Rule") prohibit Covered Entity from disclosing protected health information as defined in the Act ("PHI") without satisfactory assurance that the recipient will appropriately safeguard such information.

1.2 Covered Entity desires to disclose certain PHI to Business Associate or have Business Associate create or receive certain PHI on behalf of Covered Entity (collectively, the "Designated PHI") and Business Associate desires to accept such information on the terms and conditions contained in this Amendment.

1.3 Capitalized terms used but not defined in this Amendment shall have the same meaning as those terms in the Privacy Rule or Electronic Transactions Rule, unless another meaning is clearly indicated.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed as follows:

### **ARTICLE 2: INCORPORATION OF RECITALS, EXHIBITS, ETC.**

The parties agree that the recitals are true and correct, and are hereby incorporated. The parties also agree that any referenced exhibits, schedules, documents, or instruments are hereby incorporated.

### **ARTICLE 3: PRIVACY RULE COVENANTS OF BUSINESS ASSOCIATE**

3.1 Disclosure. Business Associate shall not use or disclose the Designated PHI other than as specifically permitted or required by this Contract or as Required By Law.

3.2 Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of the Designated PHI other than as specifically provided for by the Contract.

3.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Designated PHI by Business Associate in violation of the Contract.

3.4 Reporting. Business Associate shall promptly report to Covered Entity's Privacy Officer any use or disclosure of the Designated PHI not specifically provided for in the Contract.

3.5 Subcontractors. Business Associate shall ensure that any subcontractors or agents to whom Business Associate provides Designated PHI agree to the same restrictions and conditions that apply through the Contract to Business Associate with respect to such Designated PHI.



3.6 Availability of Designated PHI and Amendments. Business Associate shall make available Designated PHI to an individual to whom the Designated PHI relates or his or her authorized representative (collectively, the “Applicable Individual”) in accordance with HIPAA and the Privacy Rule, and shall make corrections and amendments of the Designated PHI upon notice thereof by Covered Entity.

3.7 Availability of Designated Record Set.

(a) Upon the request of and in the time and manner designated by Covered Entity, Business Associate shall provide access to the Designated PHI to Covered Entity or Applicable Individual in order to meet the requirements of 45 CFR § 164.524.

(b) Upon the request of and in the time and manner designated by Covered Entity, Business Associate shall make any amendment(s) to the Designated PHI that Covered Entity directs pursuant to 45 CFR § 164.526.

3.8 Availability of Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Designated PHI available to Covered Entity, or at the request of Covered Entity, to the Secretary of Health and Human Services (the “Secretary”) in a time and manner designated by Covered Entity or the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Rule or HIPAA.

3.9 Accounting of Disclosures.

(a) Business Associate shall document disclosures of Designated PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Applicable Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(b) Business Associate shall provide to Covered Entity or an Applicable Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 3.9(a), to permit Covered Entity to respond to a request by an Applicable Individual for an accounting of disclosures of Designated PHI in accordance with 45 CFR § 164.528.

3.10 Permitted Uses and Disclosures by Business Associate. Except as otherwise limited by the Contract, Business Associate may use or disclose Designated PHI for the following purposes, if such use or disclosure of Designated PHI would not violate HIPAA or the Privacy Rule if done by Covered Entity:

Acting on behalf of Covered Entity by contracting for payment or services, providing claim service resolution, providing claims history information to third-party payors or other Covered Entities for payment and health care operations purposes and re-pricing of claims.

3.11 Other. Business Associate shall comply with such other requirements as are necessary for Covered Entity to satisfy the “business associate” provisions of HIPAA or the Privacy Rule.

#### **ARTICLE 4: COVENANTS OF COVERED ENTITY**

4.1 Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

#### 4.2 Changes and Restrictions.

(a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Applicable Individual to use or disclose Designated PHI, if such changes affect Business Associate's permitted or required uses or disclosures.

(b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Designated PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

#### **ARTICLE 5: INDEPENDENT CONTRACTOR**

Each party shall be regarded as an independent contractor for all purposes, including, without limitation, income tax and employment tax purposes, and shall represent such status to third parties. Neither party shall withhold any portion of the other's compensation for income, employment, or other tax purposes. This Amendment shall not make either party an agent, employee, partner, or joint venturer of or with the other, and neither party shall bind or transact business in the other's name, or make representations or commitments on the other's behalf without prior written approval.

#### **ARTICLE 6: TERM AND TERMINATION**

6.1 Term. The term of this Amendment shall begin on the Effective Date, and shall terminate when all of the Designated PHI is (i) if feasible, destroyed or returned to Covered Entity, or (ii) if infeasible, protections are extended to the Designated PHI in accordance with Section 7.3.

6.2 Termination. The Contract may be terminated immediately by Covered Entity if Covered Entity determines that Business Associate is in material breach of this Amendment and Business Associate fails to take immediate action to cure such breach. Alternatively, Covered Entity may choose to: (i) provide Business Associate with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure such alleged breach upon mutually agreeable terms. Failure to cure in the manner agreed by the parties is grounds for immediate termination of the Contract.

#### 6.3 Effect of Termination.

(a) Upon termination of the Contract for any reason, Business Associate shall return or destroy all Designated PHI. This provision shall apply to Designated PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of such Designated PHI.

(b) If Business determines that returning or destroying the Designated PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Designated PHI is infeasible, Business Associate shall extend the protections of this Amendment to such Designated PHI and limit further uses and disclosures of such Designated PHI to those purposes that make return or destruction infeasible, for so long as Business Associate maintains such Designated PHI.

(c) The respective rights and obligations of Business Associate under this Section shall survive termination of the Master Agreement.

**ARTICLE 1: STANDARD PROVISIONS**

1.1 Legal References. A reference in this Amendment to a section of HIPAA, the Privacy Rule, means the section as in effect or as amended, and for which compliance is required.

1.2 Avoidance of Violations; Modification. Notwithstanding any provision of this Amendment, the parties shall not violate any applicable laws, rules, or regulations. The parties shall modify the Contract to the extent necessary to comply with such laws, rules, and regulations, including, without limitation, the Privacy Rule, the Electronic Transactions Rule, and HIPAA.

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**SARASOTA MEMORIAL PHYSICIAN HOSPITAL ORGANIZATION, INC.**  
**PHYSICIAN MASTER AGREEMENT**  
**EXECUTION SHEET**

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

**Physician**

**PHO**

X \_\_\_\_\_  
(Provider Signature)

By: \_\_\_\_\_  
(Chairman/President Signature)

X \_\_\_\_\_  
(Please Print Name)

Date \_\_\_\_\_

X \_\_\_\_\_  
(Date)

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



## EXHIBIT A

### STANDARD PRODUCT DESCRIPTION

#### 1.0 PRODUCT OVERVIEW

This Product sets the terms for the Physician's participation in the health coverage programs of certain payers which incorporate a preferred provider arrangement (financial incentives for Beneficiaries to obtain health care services from the PHO's network of Participating Providers). Each Payer to which this Product Description pertains has contracted with the PHO for access to Participating Providers for the provision of medical and hospital services to Beneficiaries. Additionally, each Payer has contracted with the PHO for certain utilization management, quality assurance, claims processing, and beneficiary grievance resolution services. The PHO shall inform Physician as to the identity of each such Payer. Payers may change this Product's number and type of coverage plans, covered services, co-payments and other features not inconsistent with this Product Description with the consent of the PHO. The PHO shall inform Physician of any such changes by notice in the form of supplements to the Physician Manual.

#### 2.0 PROVISION OF SERVICES

1. Physician Services. Physician agrees to provide or arrange for the provision of the health care services set forth from time to time as Covered Services in the benefits schedules for this Product in the Physician Manual which are medically necessary, are within the Physician's field of practice, and are services of the type which Physician customarily provides to his/her other patients.
2. Referrals. Physician will refer this Product's Beneficiaries only to Participating Providers in this Product, except in cases of Emergency unless otherwise approved by the PHO as set forth in the Physician Manual. Participating Providers for this Product may be identified from the Physician Manual, as amended from time to time, or by contacting the PHO Provider Relations staff at the number listed in the Physician Manual.
3. Medical Management Program. In rendering services to Beneficiaries of this Product, Physician will comply with the PHO's Medical Management Program for this Product ("the UM Program") as set forth in the Physician Manual. If, in the professional judgment of Physician, it is medically necessary, timely and appropriate to deliver health care services in a manner which differs from the MM Program, Physician will render health care services in a manner in keeping with his/her best professional judgment irrespective of a Payer's coverage decision.
4. Quality Assurance Program. The PHO and Physician will comply with the PHO Quality Assurance Program, as set forth in the Physician Manual, in evaluating services rendered to Beneficiaries of this Product.
5. Sanctions for Nonconformance with QA and Medical Management Systems. Physician agrees that the PHO Sanctions Procedure, as set forth in the Physician Manual, will apply with respect to services rendered to Beneficiaries of this Product and claims payments made by Payers under this Product.
6. Minimum Provider Qualifications. All Participating Physicians shall satisfy the applicable physician credentialing requirements established by the PHO for this Product Description.

#### 3.0 COMPENSATION

1. Source of Payment. The PHO shall arrange for Physician to be paid by the applicable Payer for Covered Services rendered to Beneficiaries entitled to receive services under this Product

Description. The PHO will provide notice to Physician as to the billing address of each such Payer through the Physician Manual. Physician acknowledges that, although the PHO may assist a Payer in obtaining the services of its contracting providers and may provide administrative services including claims adjudication in connection with the Product, neither the PHO nor any affiliate is liable in any way for payment to Physician for Covered Services rendered pursuant to this Product Description.

2. Billing. Physician will submit claims to the applicable Payer for medically necessary Covered Services on billing form HCFA-1500 or a form containing equivalent information; provided that the Payer shall provide reasonable compensation to Physician in order to compensate Physician for photocopying costs of any document. Physician shall use his/her best efforts to submit claims within sixty (60) days after the provision of such services. The PHO will arrange for Payer to make payment, in accordance with Section 3.3 and 3.4 of this Product Description, within forty-five (45) days of receipt, when such claims are accurate and complete. The PHO shall require that payment to Physician not be conditioned on Payer first satisfying any internal non-duplication of payment rules. The Payer shall not be responsible for payment of claims submitted more than ninety (90) days after the date of service. The PHO shall require Payers to deem this obligation satisfied if a submission is made within this period even if the claim is subsequently return because of inaccuracy or incompleteness provided that Physician resubmits a corrected claim within thirty (30) days.
3. Calculation of Payment. The PHO shall require Payers to calculate Physician's payments as at least the lesser of Physician's charge for the service or the amount set forth for such service on the basis of any fee schedule proposed and/or agreed to by the PHO, reduced by any co-payments, deductibles or coinsurance applicable to the service rendered (whether or not the Physician has attempted to collect or has received payment of any such co-payments, deductibles or coinsurance). Except as otherwise specifically provided for in Section 5.2 of the physician Master Agreement, no physician fee arrangement shall be accepted by the PHO if the fee schedule proposed by the payer is less than the Fee Schedule developed by the PHO pursuant to Section 3.5 of this Product Description, provided that nothing contained herein shall be deemed to prevent any payer from negotiating directly with any participating physician for the provision of services through any other contracting vehicle upon any basis which the payer may elect.
4. Source of Payment. Physician agrees that payment described in Section 3.3 of this Product Description shall be the Physician's sole source of compensation with respect to a Covered Service except for: co-payments, deductibles or coinsurance; collection of payment for any Covered Services delivered to a Beneficiary after the expiration of that Beneficiary's Plan benefits; non-covered services; collections of amounts owing by other payers after application of a coordination of benefits provision; and collection of amounts in excess of the fee schedule where the fee schedule amount is not paid by Payer within the time frame provided in Section 3.2. Physician acknowledges that PHO may enter into arrangements with payers which provide for payment to the PHO of a percentage of Physician's fee and Physician authorizes such arrangements so long as such arrangements do not result in payment to the Physician which is less than the amount due under any fee schedule accepted by the PHO on behalf of the physician.
5. Fee Schedule Development. The PHO Fee Schedule is to be prepared by the PHO using data gathered from a fee survey of potential PHO network Participating Physicians and industry norms, and is designed to make the PHO competitive in the market place. The Fee Schedule is to be approved by non-physician (and not physician) participants in the PHO.
6. Co-payments, Deductibles and Coinsurance. Physician agrees to collect from Beneficiary, in accordance with the Beneficiary's health benefits coverage plan, such co-payments, deductibles and coinsurance amounts as are required for medically necessary Covered Services that he/she provides pursuant to this Product Description. The PHO will inform Physicians as to the applicable co-payments, deductibles and coinsurance levels in the Physician Manual.

**SARASOTA MEMORIAL PHYSICIAN–HOSPITAL ORGANIZATION, INC.  
GULF COAST HEALTH PLANS PRODUCT DESCRIPTION**

**1.0 PRODUCT OVERVIEW**

This Product sets the terms for the Physician’s participation in the Gulf Coast Health coverage program sponsored by the Sarasota Memorial Physician - Hospital Organization (PHO). This program incorporates primary care gatekeeping in some health plan designs. Financial incentives for Beneficiaries to obtain health care services from the PHO’s network of Participating Providers are also included. Each Payer to which this Product Description pertains has contracted with the PHO for access to Participating Providers for the provision of medical and hospital services to Beneficiaries. Additionally, the PHO will provide credentialing, utilization management, quality assurance, and beneficiary grievance resolution and other services to contracted Payers. The PHO shall inform Physician as to the identity of each such Payer. By mutual agreement of Payer and PHO, this Product’s number and type of coverage plans, covered services, copayments and other features may change. The PHO shall inform Physician of any such changes by notice in the form of supplements to the Physician Manual.

**2.0 PROVISION OF SERVICES**

7. Physician Services. Physician agrees to provide or arrange for the provision of the health care services set forth from time to time as Covered Services in the benefits schedules for this Product which are medically necessary, are within the Physician’s field of practice, and are services of the type which Physician customarily provides to his/her other patients. Except in cases of Emergency as determined by Payer or PHO, if Physician is not a Beneficiary's Primary Care Physician, Physician agrees to provide or arrange for the provision of such services only upon receipt of an appropriate referral from Beneficiary's Primary Care Physician and any required, authorizations from the applicable UM/UR organization as set forth in the Physician Manual.
8. Referrals. Upon Payer or Primary Care Physician approval, Physician will refer this Product’s Beneficiaries only to Participating Providers in this Product except in cases of Emergency unless otherwise approved by the PHO or Payer as set forth in the Physician Manual. Participating Providers for this Product may be identified from a Provider Directory, as amended from time to time, or by contacting the PHO or Payer’s Provider Relations staff at the number listed in the Physician Manual.
9. Utilization Management Program. In rendering services to Beneficiaries of this Product, Physician will comply with the PHO’s and Payer's Utilization Management Programs for this Product ("the UM Program") as set forth in the Physician Manual. Physician understands that any information collected by the PHO related to Physician’s utilization of services or quality of service delivery may be shared with other PHO and Gulf Coast providers. If, in the professional judgment of Physician, it is medically necessary, timely and appropriate to deliver health care services in a manner which differs from the UM Program, Physician will render health care services in a manner in keeping with his/her best professional judgment irrespective of a Payer’s coverage decision.

10. Quality Assurance Program. Physician will comply with Payer and PHO Quality Assurance Programs, as set forth in the Physician Manual, in evaluating services rendered to Beneficiaries of this Product.
11. Sanctions for Nonconformance with QA and UR Management Systems. Physician agrees that the PHO may impose sanctions for nonconformance with Quality Assurance, Utilization Review and other policies and or procedures with respect to services rendered to Beneficiaries of this Product and claims payments made by Payers under this Product.
12. Minimum Provider Qualifications. All Participating Physicians shall satisfy the applicable physician credentialing requirements established by the PHO for this Product Description.

### **3.0 COMPENSATION**

7. Source of Payment. The PHO shall arrange for Physician to be paid by the applicable Payer for Covered Services rendered to Beneficiaries entitled to receive services under this Product Description. Payments may be made on a fee for service or capitated basis and subject to withholds. The PHO will provide notice to Physician as to the manner of payment and the billing address of each such Payer through the Physician Manual. Physician acknowledges that, although the PHO may assist a Payer in obtaining the services of its contracting providers and may provide administrative services including claims adjudication in connection with the Product, neither the PHO nor any affiliate shall be liable in any way for payment to Physician for Covered Services rendered pursuant to this Product Description unless PHO has informed Physician in writing of its acceptance of any such payment liability.
8. Billing. Physician will submit paper or electronic claims as directed by the PHO to the applicable Payer for medically necessary Covered Services using HCFA-1500 claim forms or its successor format. Unless otherwise instructed by PHO, all claims shall be coded in accordance with coding guidelines developed and utilized by the Health Care Financing Administration (HCFA). Physician shall submit claims within thirty (30) days after the provision of such services. The PHO will arrange for Payer to make payment, in accordance with Section 3.3 and 3.4 of this Product Description, within forty-five (45) days of receipt, when such claims are accurate and complete. The Payer shall not be responsible for payment of claims submitted more than ninety (90) days after the date of service.
9. Calculation of Payment. The PHO shall require Payers to calculate Physician's payments as at least the lesser of Physician's charge for the service or the amount set forth for such service on the basis of any fee schedule proposed and / or agreed to by the PHO, reduced by any copayments, deductibles, coinsurance or withholds applicable to the service rendered. In lieu of or in addition to fee for service payments, Payer may make capitation payments to Physician which, when added to any fee for service payments are equal to or greater than the applicable fee for service payments given projected rates of utilization accepted by the PHO. Except as otherwise specifically provided for in Section 5.2 of the physician Master Agreement, no physician fee arrangement shall be accepted by the PHO if the fee schedule proposed by the payer is less than the Fee Schedule developed by the PHO pursuant to Section 3.5 of this Product Description, provided that nothing contained herein shall be deemed to prevent any payer from negotiating directly with any participating physician for the provision of services through any other contracting vehicle upon any basis which the payer may elect.



10. Source of Compensation. Physician agrees that payment described in Section 3.3 of this Product Description shall be the Physician's sole source of compensation with respect to a Covered Service except for: copayments, deductibles or coinsurance; collection of payment for any Covered Services delivered to a Beneficiary after the expiration of that Beneficiary's Plan benefits; non-covered services; collections of amounts owing by other payers after application of a coordination of benefits provision; and collection of interest from the Payer where the fee schedule amount is not paid by Payer within the time frame provided in Section 3.2. Physician acknowledges that PHO may enter into arrangements with payers which provide for payment to the PHO of a percentage of Physician's fee and / or a percentage of Payer's cost savings and / or other amounts based upon the achievement of mutually agreed objectives. Physician agrees that the payment of any such amounts to Physician may be based upon the attainment by Physician and / or PHO of financial and / or qualitative objectives. Physician shall be informed of any such arrangement by notice in the form of supplements to the Physician Manual.
11. Fee Schedule Development. The PHO Fee Schedule is to be prepared using actuarial analysis, data gathered from fee surveys of potential PHO network Participating Physicians and / or industry norms, and is designed to make the PHO competitive in the market place.
12. Copayments, Deductibles and Coinsurance. Physician agrees to collect from Beneficiary, in accordance with the Beneficiary's health benefits coverage plan, such copayments, deductibles and coinsurance amounts as are required for medically necessary Covered Services that he/she provides pursuant to this Product Description. The PHO will inform Physicians as to the applicable copayments, deductibles and coinsurance levels in the Physician Manual.