

# FPG PHYSICIAN CONTRACT

EFFECTIVE DATE: 05/10/2021

## BY AND BETWEEN

Freeman Physician Hospital Organization, a Missouri corporation (hereinafter called "**PHO**")  
"**Physician Name**" a licensed physician, (hereinafter called "**the Physician**").

## WITNESSETH:

**WHEREAS**, the PHO negotiates, or arranges for the negotiation of agreements between health care Providers and Payors for the provision of Health Care Services to Covered Individuals; and

**WHEREAS**, the Physician is a FPG Physician and is a licensed physician capable of providing Medical Services required by such Covered Individuals;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

### Section 1. Definitions

- (a) "**Allied Health Professional**" means an Advanced Practice Nurse (NP), Physician Assistant, Nurse Midwife, Certified Registered Nurse Anesthetist, behavioral health counselor, and other health care professional not included in the definition of Independent Physician or FPG Physician.
- (b) "**Covered Individual**" means an insured individual, member, or employee of a Payor, or dependent of such individual, member, or employee, who by agreement with the Payor, or by law, is entitled to receive Health Care Services under a health insurance policy or non-insured health benefit plan.
- (c) "**Covered Services**" means those Health Care Services for which a Payor has the contractual or legal obligation to provide, or arrange for the provision of, to Covered Individuals in accordance with a health insurance policy or a non-insured health benefit plan.
- (d) "**FPG Physician**" means a physician employed by Freeman Health System, Freeman Neosho Hospital, Ozark Center, or other entity owned by Freeman Health System.
- (e) "**Health Care Services**" means those services, which are provided by Providers.
- (f) "**Independent Physician**" means an MD, DO, DPM, DDS, DC, OD, or other licensed physician not employed by Freeman Health System or one of its subsidiaries.

- (g) **“Medical Services”** means those Health Care Services that will be provided by the Provider to Covered Individuals.
- (h) **“Payor”** means an insurance carrier, employer, employee welfare benefit plan, multiple employer welfare benefit arrangement, government agency, or any other entity, which has an obligation to provide or to arrange for the provision of Health Care Services to Covered Individuals.
- (i) **“PHO Provider”** means a Provider who has signed a Provider Contract with the PHO.
- (j) **“Provider”** means a physician, group of physicians, hospital, or other entity or individual who furnishes Health Care Services to Covered Individuals.
- (k) **“Services Agreement”** means a contract negotiated or arranged by the PHO between a Payor and Provider whereby Provider agrees to provide Health Care Services to Covered Individuals, and the Payor agrees to compensate Provider for such services at negotiated rates.

## **Section 2. Negotiation of Services Agreements**

- (a) The PHO shall identify and solicit Payors who seek to contract with FPG Physicians.
- (b) The PHO shall solicit and negotiate Services Agreements between Payors and FPG Physicians and in connection therewith may provide the following services:
  - (i) Credential FPG Physicians
  - (ii) Promote FPG Physicians to Payors
  - (iii) Act as a liaison between Payors and FPG Physicians
  - (iv) Provide Payors and third party administrators with information and services necessary to administer Service Agreements
  - (v) Such additional general administrative services as required.
- (c) The PHO makes no guarantee to Payors that any such Services Agreements will be signed or that the Physician will be a party to any or all such Services Agreements.
- (d) The PHO further makes no guarantee to Physician or Physicians that all Physicians will be accepted by any given Payor.

## **Section 3. Limited Appointment of the PHO as Agent**

- (a) Subject to the limitations set forth below, the Physician hereby constitutes and appoints the PHO as the Physician's true and lawful attorney-in-fact for the limited purpose of negotiating and executing Services Agreements with Payors on behalf of the Physician, as well as modifications, extensions, and renewals of such Services Agreements, all of which shall be binding upon the Physician. The Physician further designates the PHO as the Physician's true and lawful agent for the further limited

purposes of giving and receiving notices required or permitted to be given and received under such Services Agreements, including notices of termination. Any notice received by the PHO on behalf of the Physician shall promptly be transmitted to the Physician. Except as specifically provided above, this Agreement shall not constitute or appoint the PHO as the agent or attorney-in-fact for the Physician for any other purpose.

- (b) The Physician shall abide by all provisions contained in the Medical Services Agreement executed on the Physician's behalf by PHO.
- (c) This power of attorney and special agent appointment is granted for the term of this Agreement, and for any renewal term hereof, and shall be revoked effective upon the termination of this Agreement.

#### **Section 4. Hospital Admissions and Specialty Referrals**

If required by a particular Services Agreement, the Physician shall admit or refer Covered Individuals only to PHO Providers, including, but not limited to, hospitals, physicians, and Allied Health Professionals affiliated with the PHO, except in the event of an emergency or when services or facilities are not available from PHO Providers.

#### **Section 5. Call Coverage**

The Physician shall make arrangements for call coverage that are acceptable to the PHO and Payors. If non-PHO Providers furnish call coverage for the Physician, they may not bill or collect from Payors or Covered Individuals, but shall look solely to the Physician for payment. The Physician shall hold the PHO, Payors and Covered Individuals harmless from any liability for services performed for Covered Individuals by non-PHO Providers who provide call coverage for the Physician.

#### **Section 6. Compliance with the PHO and Payor Policies**

- (a) The PHO and/or various Payors may from time to time adopt policies, rules, and regulations for its governance and for the administration of Services Agreements, including but not limited to policies governing pre-admission certification, utilization management, grievances, credentialing, billing, insurance, and quality assurance. The Physician will comply with all Payor and PHO policies, as well as any directives of the PHO's Medical Director or Board.
- (b) In no event shall any PHO Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any covered Individual for Covered Services except as expressly permitted by and in accordance with applicable Services Agreements or Payor policies.
- (c) The Physician agrees to maintain an open practice to PHO Covered Individuals if the Physician maintains an open practice to non-PHO covered Individuals. However, PCPs may close their practice to HMO members, subject to HMO's approval, once they reach 250 HMO members in total.
- (d) Primary Care Physicians (i.e., Family Practice, Internal Medicine, and Pediatrics) practicing in McDonald, Newton, Jasper, and Barton counties agree to accept and

maintain at least 250 patients in total covered by Payors whose Payor Agreement involves risk-sharing (capitation).

- (e) The PHO Board may, in its discretion, waive compliance with certain policies for certain physicians.
- (f) The Physician shall allow the Payor to inspect medical records as required by the Payor to meet accreditation requirements.

### **Section 7. Insurance**

The Physician shall maintain in force professional liability insurance coverage in an amount sufficient to be in compliance with the Statutes of the state(s) in which they practice.

### **Section 8. Retention of Proprietary Rights**

The Physician permits the PHO to use the Physician's name in lists of PHO Providers. These lists may be given to Covered Individuals and Payors. Each party reserves the right to control the use of any of its copyrighted material, symbols, trademarks, and servicemarks presently existing or hereafter established including but not limited to those relating to computer software.

### **Section 9. Assignment**

This Agreement may be assigned by PHO provided that notice of such assignment is provided to Physician. This Agreement may not be assigned by Physician without the express written consent of the PHO.

### **Section 10. Reports to the PHO**

- (a) The Physician shall submit, in such form and at such times as may be required by the PHO, such statistical and descriptive medical and patient data and identifying information as specified by the PHO of any Payor with respect to Health Care Services provided by the Physician pursuant to Services Agreements. The Physician shall also maintain such records and provide such medical, financial, and administrative information to the PHO and state and federal government agencies as may be necessary for compliance by the PHO with state and federal law, as well as for the PHO's management and contract administration purposes.
- (b) The PHO shall have access at reasonable times upon request to the books, records, and papers of the Physician relating to the Health Care Services provided to Covered Individuals and to the cost thereof.
- (c) The provision of information required by the preceding subsections shall be in accordance with applicable laws and regulations governing the confidentiality of medical information.
- (d) The Physician shall notify PHO in writing immediately if any of the following events occur to Physician or their collaborating Allied Health Professional.

- change or loss of hospital privileges, including any leaves of absence
- discipline by state or federal licensing authority
- sanctions from regulatory agency
- physical or mental impairment limiting ability to provide care within scope of license
- professional disciplinary action
- being named a defendant in a criminal case
- termination of malpractice insurance or reduction in amount of coverage below state requirements
- new malpractice case filed or open case being settled or closed
- change in office location or phone number
- change in federal tax identification number
- termination of Allied Health Professional.

### **Section 11. Amendments**

- (a) This Agreement may be amended at any time by mutual agreement of the parties, subject to such regulatory approvals as may be required by law, provided that before any amendment shall be operative or valid it shall have been reduced to writing and signed by both parties.
- (b) This Agreement shall also be automatically amended in the event that any applicable statute or regulation so requires.

### **Section 12. Term and Termination**

- (a) This Agreement shall be in force for 12 months unless earlier terminated pursuant to the subsequent provisions of this Section. It shall automatically be extended from year to year, unless either party notifies the other of its intent not to renew no later than 60 days prior to the expiration of the then current Agreement term.
- (b) Either party may terminate this Agreement at any time prior to its expiration date by giving the other party 60 days written notice of intention to terminate.
- (c) This Agreement may be terminated immediately by PHO if Physician's Employment Agreement with Freeman is terminated.
- (d) The Physician may be suspended or terminated immediately from the PHO if Physician is placed on probationary suspension.
- (e) The Physician may be suspended or terminated immediately from the PHO for providing false or misleading information used in the PHO credentialing process, or for omitting information pertinent to the PHO credentialing process.
- (f) The Physician may be suspended or terminated immediately from the PHO for not meeting standards of participation defined in the Credentialing Plan of the PHO.
- (g) The Physician may be suspended or terminated immediately from the PHO for failure to comply with reporting requirements in Section 10(d).

### **Section 13. Strict Performance**

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

### **Section 14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject matter hereof. This Agreement replaces all existing agreements between PHO and Physician. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **Section 15. Governing Law**

This Agreement shall be construed and enforced under and in accordance with the laws of the State of Missouri.

### **Section 16. Confidentiality of Medical Information**

The parties will comply with all federal and state laws and regulations pertaining to confidentiality and security of medical records and individually identifiable health information.

### **Section 17. Allied Health Professional**

To the extent that the physician utilizes any Allied Health Professional in his or her practice, the Physician represents and warrants to the PHO that said Allied Health Professionals are licensed and/or certified as required by law, that they will not engage in any activity that goes beyond the scope of their license or certification, and that they are competent to perform their duties. The Allied Health Professionals must have a Collaborative Agreement with an FPHO physician, and perform their functions within the scope of their Collaborative Agreement. The Physician shall cooperate with the PHO and Payors with respect to credentialing Allied Health Professionals. The Physician shall remain responsible for the acts and omissions of any Allied Health Professionals employed by the Physician or performing services within the Physician's practice and shall indemnify and hold the PHO harmless for any liability arising out of the same.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the day and year first written above.

**FPG PHYSICIAN**

**FPHO**

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Physician Name

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Wesley B. Braman, Executive Director FPHO

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(Date)

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(Date)

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