

Greater Macomb PHO Affiliation Agreement

This Agreement is made on the _____ day of _____, 20____, between Greater Macomb PHO, a Michigan nonprofit Corporation ("the Corporation"), and the undersigned physician, a Licensed Michigan Physician ("the Physician") and an attending, associate, provisional, courtesy or consulting member in good standing of the medical staff of Henry Ford Macomb Hospitals.

1. **Affiliation Fee** - The Corporation acknowledges receipt from the Physician of an Affiliation Fee of \$1,000 submitted with this Agreement. This Agreement is made in consideration of the fee paid. This amount is nonrefundable and entitles the Physician to be offered nonbinding opportunities to participate in health service arrangements made available through the Corporation.
2. **Dues** - Physician agrees to pay annual dues in the amount prescribed by the PHO Board of Directors. Dues payments will be due within sixty (60) days of receipt of invoice from Corporation.
3. **Obligation of Confidentiality** - Physician agrees not to disclose any information pertaining to the Corporation when information is designated as confidential. The obligation of confidentiality shall survive termination of this Agreement and includes returning to the Corporation all documents, reports, records, or other materials relating to its affairs.
4. **Corporate Committees** - The Physician acknowledges that committees may be appointed to monitor utilization and quality of care, provider relations, finances, and other topics related to the Corporation's affairs. The Physician shall cooperate with such committees.
5. **Physician Cooperation** - Physician acknowledges that Corporation may provide various health service arrangements for the benefit of Physician that are dependent on receiving certain business information from Physician. Physician agrees to provide such information if reasonably requested by Corporation or Physician will waive the right to the benefits from such services.
6. **Compensation** - The Physician shall be compensated for services to qualified patients in accordance with the fee schedules or other compensation arrangements applicable to each such patient's health care or insurance program.
7. **Participation** - This Agreement shall not be construed to prevent the Physician from participating in any other system of health care delivery, provided that doing so does not breach the Agreement.
8. **Providing Professional Services** - The professional services to be provided by the Physician shall only be those within the Physician's competence or specialization, which a particular qualified patient is entitled to receive. A

qualified patient is any person eligible to receive professional services from the Physician pursuant to a contract to which the Corporation is a party or intermediary. The Corporation will not deliver nor hold itself out as a provider of professional or institutional health care services. This Agreement does not make either party the employee or agent of the other and neither party has the authority to incur liabilities on behalf of the other.

9. **Term/Termination Without Cause** - This Agreement shall commence as of the date last below written. It may be terminated at any time without cause upon not less than 90 days prior written notice.
10. **Termination For Cause** - The Corporation may terminate this Agreement for cause upon 30 days notice for the failure of the Physician to correct a breach of any obligation under this Agreement, including, but not limited to, nonpayment of dues, or as a result of the threatened or actual: voluntary or involuntary insolvency or bankruptcy of the Physician or his practice group or corporation; loss of medical staff privileges at Henry Ford Macomb Hospitals; or loss of licensure by the Physician.
11. **Service Obligation in Event of Termination** - In the event of termination of this Agreement or of any related health services contract to which the Physician is a party, the Physician shall continue to provide services, and shall accept whatever reimbursement is payable pursuant to applicable health care contracts being serviced by the Physician as of the date of the termination notice. The Physician and the Corporation shall cooperate to achieve expedient and ethical patient transfers following any termination.
12. **Liability Insurance** - The Physician agrees to acquire and maintain throughout the term of this Agreement, malpractice and other insurance with those minimum limits required by the health plans Physician chooses to service or by the Corporation.
13. **Credentialing and Qualifications** - The Physician consents to Henry Ford Macomb Hospitals releasing information to the Corporation for the purposes described below concerning Physician's competence and qualifications, including medical staff application, reappointment application and all supporting documentation regarding Physician's performance. This information will be provided to the Corporation and shall be held in strict confidentiality by the Corporation and may only be used internally by it, or under strict confidential disclosure, for credentialing and privileging purposes by any managed care plan in which the Corporation participates and in which the Physician elects to participate.
14. **Physician's rights governing credentialing** - Physicians completing and participating in the credentialing process have the right to:
 - ✓ Review, upon request, the information submitted in support of their credentialing application

- ✓ Receive and review, upon request, any information obtained during the credentialing process that varies substantially from the information provided by the physician
- ✓ Correct any erroneous information

15. **Consent for Disclosure and Release of Data** - Physician agrees to authorize any health service entity made available to him/her through the Corporation to release to Corporation all quality or utilization data such entity creates and/or maintains on Physician’s services.
16. **Miscellaneous** - All notices shall be deemed served if sent to the Greater Macomb PHO or to affiliated physicians by certified mail, return receipt request, or if delivered in person or to the last known business address of the party. This contract is controlled by Michigan law. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements and understandings. The terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by an authorized representative of both parties.
17. **Network Roster and Marketing** - Physician authorizes Corporation and any Plan or payor to include Physician’s name, address, telephone number, medical specialty, hospital affiliations, and other similar information in its provider directory or other similar materials which may be included in marketing information.

For Physician:

Physician’s
Signature: _____
Printed
Name: _____
Date: _____

For Greater Macomb PHO:

Signature: _____
Printed Name: **RONALD BARNETT, D.O.**
Its: **PRESIDENT, GREATER MACOMB PHO**
Date: _____