

ADDENDUM

ALLIED HEALTH PROFESSIONAL CARE COLLABORATION AND SUPERVISION

This Addendum to PHYSICIAN SERVICES AGREEMENT (“**Addendum**”) is made by and between Mount Carmel Health Partners, Inc., an Ohio corporation (“**MCHP**”) and _____, a physician licensed to practice in the state of Ohio (“**Physician**”), referred to collectively herein as the “**parties**” or individually as a “**party.**”

WHEREAS, MCHP and Physician entered into a certain Physician Services Agreement (“**Agreement**”), for the purpose of improving the quality and delivery of integrated health care in central Ohio; and

WHEREAS, the parties now desire to amend the Agreement to provide for the supervision of allied health professionals (“**AHPs**”) by the Physician, and thereby expand quality care delivery opportunities for Members.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Addendum, the terms Certified Nurse Practitioner (“**CNP**”), Certified Nurse Midwife (“**CNM**”), Clinical Nurse Specialist (“**CNS**”) and Physician Assistant (“**PA**”) shall be defined pursuant to the Ohio Revised Code.
2. **Memorialization of Supervisory and Collaborative Care Relationship.** Physician hereby acknowledges the execution, by and between each of the AHP(s) (as identified by name and licensure category, and listed in Exhibit A attached hereto) and Physician, of one of the supervision agreements described below (each individually a “**Supervision Agreement**”), and has attached cop(ies) of the same to this Addendum:
 - a. A Standard Care Arrangement, as defined by, and containing all elements required by ORC § 4723.431, OAC 4723-08-4 and OAC 4723-08-5; or [**THIS SECTION IS APPLICABLE IF AHP IS A CNS, CNP OR CMN.**]
 - b. A state-approved Physician Supervision Agreement and Physician Supervisory Plan, as defined by, and containing all elements required by ORC §4730.15 through ORC 4730.21; or [**THIS SECTION IS APPLICABLE IF AHP IS A PA.**]
 - c. Other written agreement, approved by MCHP, specifying the scope of services to be performed by AHP(s), and the scope of supervision to be provided by Physician in accordance with applicable Ohio law.

3. **Supervisory Duties.**

- a. Physician agrees to supervise and oversee the practice(s) of AHP(s) in accordance with the terms of the Supervision Agreement(s), as attached hereto. Physician further attests that such Supervision Agreement(s) have been appropriately filed at each location where AHP(s) will practice, and/or with a state professional board, if applicable Ohio law requires filings at such location(s).
- b. Physician shall also supervise AHP(s) in accordance with (a) generally accepted medical practices; (b) all applicable federal and Ohio laws, rules and regulations; (c) the bylaws rules, regulations, policies and standards established from time to time by MCHP, or by the facilit(ies) where AHP(s) practice; (d) the requirements, standards and recommendations of the National Committee for Quality Assurance (“NCQA”), applicable state professional boards (including, but not limited to, the Ohio State Medical Board and the Ohio State Board of Nursing, as applicable, in accordance with AHP(s)’ licensure(s) or certification(s)), the Ohio Department of Health, the U.S. Department of Health and Human Services and any other applicable accrediting, regulating or licensing authorities and agencies; (e) the standards of applicable professional medical associations; (f) the Code of Ethics of the American Medical Association; (g) MCHP’s mission, values and philosophies; and (h) all third party payor agreements that AHP(s) will be providing services under.
- c. Physician hereby attests that Physician’s scope of practice is sufficiently similar to that of the AHP(s) identified in Exhibit A that Physician can provide adequate clinical supervision of AHP(s) in accordance with applicable law.

4. **Credentialing.**

- a. Physician shall cooperate in the completion of any AHP credentialing policy or process MCHP shall set forth, and shall have the burden of producing accurate information for proper evaluation of AHP(s)’ experience, training, current competence, past job performance, and health status, and of satisfying any reasonable requests for information or clarification made by MCHP, or any entity delegated thereby to assist in the credentialing process.
- b. Physician shall notify MCHP immediately in the event Physician becomes aware of any circumstance impairing AHP(s)’ ability to practice in accordance with the Supervision Agreement(s), or with any law, rule, guideline, or agreement described within Section 3(b) of this Addendum.
- c. Physician shall, upon notification by MCHP that an AHP has either failed to complete or failed to satisfy any AHP credentialing policy or process MCHP shall set forth, prohibit AHP from participating in the rendering of medical and related health care services to Members, as such services are described in the Agreement.

5. **No Release of Liability.** Nothing in this Addendum is intended or shall be construed to relieve Physician of ultimate accountability for supervising AHP(s) in accordance with applicable state and federal law, nor to relieve AHP(s) from accountability for practicing within the scope of the Supervision Agreement, in accordance with applicable law and professional guidelines, and in accordance with such guidance and direction as Physician shall set forth.

6. **Term, Termination and Amendment.**
 - a. The term of this Addendum shall begin on _____ (“**Effective Date**”) and shall continue for a period of one (1) year thereafter, and shall renew automatically for successive one (1) year terms, unless sooner terminated as provided in Section 6(b) below.

 - b. This Addendum may be terminated by MCHP at any time (i) upon notice to Physician; or (ii) upon the termination, without renewal, of any Supervision Agreement, or employment or other contractual arrangement pursuant to which AHP practices under the supervision of or in collaboration with Physician. In addition, this Addendum shall terminate contemporaneously with the termination of the Physician Services Agreement.

 - c. This Addendum shall be amended unilaterally by Physician at any time, for the sole purpose of addition or deletion of AHP(s) from Exhibit A. Physician shall simultaneously notify MCHP of any such AHP addition or deletion, and provide copies of the amended Exhibit A upon MCHP’s request.

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7. **Relationship to Physician Services Agreement.** Except as modified by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect and shall be fully applicable to the supervision of AHP(s) under the terms of this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Addendum as of the date first written above.

PHYSICIAN

By: _____

**MOUNT CARMEL HEALTH PARTNERS,
INC.**

Its: _____

Exhibit A

List of AHPs Practicing Under Supervision of Physician