

ADDENDUM

ADVANCED PRACTICE PROVIDER CARE COLLABORATION AND SUPERVISION

This Addendum to PHYSICIAN GROUP SERVICES AGREEMENT (“**Addendum**”) is made by and between Mount Carmel Health Partners, Inc., an Ohio corporation (“**MCHP**”) and _____, an Ohio [ORGANIZATION TYPE] whose physician-stakeholders and physician-employees are licensed to practice in the state of Ohio (“**Group**”)(referred to collectively as the “**parties**” or individually as a “**party.**”

WHEREAS, MCHP and Group entered into a certain Physician Group 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 advanced practice providers (“**APPs**”) by the physician-stakeholders or physician-employees of Group, 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(s).** Group 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 one or more of Group’s physician-employee(s) or physician-stakeholder(s) who practices within the same field as APP(s) (“**Supervising 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 APP(s), and the scope of supervision to be provided by Supervising Physician in accordance with applicable Ohio law.

3. **Supervisory Duties.**

- a. Group shall assure that Supervising Physician(s) supervise and oversee the practice(s) of APP(s) in accordance with the terms of the Supervision Agreement(s), as attached hereto. Group further attests that such Supervision Agreement(s) have been appropriately filed at each location where APP(s) will practice, and/or with a state professional board, if applicable Ohio law requires filings at such location(s).
- b. Group shall assure that Supervising Physician(s) also supervise APP(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 APP(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 or certification), 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 APP(s) will be providing services under.
- c. Group hereby attests that each Supervising Physician’s scope of practice is sufficiently similar to that of the APP(s) identified in Exhibit A that Supervising Physician(s) can provide adequate clinical supervision of APP(s) in accordance with applicable law.

4. **Credentialing.**

- a. Group shall cooperate in the completion of any APP credentialing policy or process MCHP shall set forth, and shall each have the burden of producing accurate information for proper evaluation of APP(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. Group shall notify MCHP immediately in the event it, or any of its physician-stake-holders or physician-employees becomes aware of any circumstance impairing APP(s)’ ability to practice in accordance with a Supervision Agreement, or with any law, rule, guideline, or agreement described within Section 3(b) of this Addendum.

- c. Group shall, upon notification by MCHP that an APP has either failed to complete or failed to satisfy any APP credentialing policy or process MCHP shall set forth, prohibit the APP from participating in the treatment of medical and related health care services to Members.
5. **No Release of Liability**. Nothing in this Addendum is intended or shall be construed to relieve Supervising Physician(s) of ultimate accountability for supervising APP(s) in accordance with applicable state and federal law, nor to relieve APP(s) from accountability for practicing within the scope of the Supervision Agreement(s), in accordance with applicable law and professional guidelines, and in accordance with such guidance and direction as Supervising Physician(s) 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 Group; or (ii) upon the termination, without renewal, of any Supervision Agreement, or employment or other contractual arrangement pursuant to which APP(s) practice under the supervision of or in collaboration with Supervising Physician. In addition, this Addendum shall terminate contemporaneously with the termination of the Physician Group Services Agreement.
 - c. This Addendum shall be amended unilaterally by Physician at any time, for the sole purpose of addition or deletion of APP(s) from Exhibit A. Physician shall simultaneously notify MCHP of any such APP addition or deletion, and provide copies of the amended Exhibit A upon MCHP’s request.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

7. **Relationship to Physician Group 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 APP(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.

GROUP

By: _____

Its: _____

**MOUNT CARMEL HEALTH PARTNERS,
INC.**

By: _____

Its: _____

Exhibit A

List of APPs Practicing Under Supervision of Group Physician-Employees And Physician-Stakeholders