



**MichCare, PLLC
MedNetOne Health Solutions
Provider Group Participation Agreement**

THIS AGREEMENT is effective on _____ and is made between MichCare, PLLC, MedNetOne Health Solutions, (hereinafter "PLLC"), a Michigan professional corporation and _____ a Michigan health care organization (hereafter "HCO").

PLLC is an organization of Primary Care Providers, Specialist Providers, and Doctor of Psychology, which is dedicated to value, quality and cost-effective delivery of health care services. PLLC offers certain organizations, employer groups, payers and other entities the services of the PLLC network of participating physicians, doctors of psychology and other health care providers, which are available to Enrollees ("Enrollee") of health benefit payers established or serviced by such Entities ("Payer"). In consideration of the mutual promises set forth below, PLLC and HCO agree as follows:

1. Subject to the terms and conditions of this Agreement, HCO joins as a participating member of PLLC and agrees to abide by all policies and procedures adopted by PLLC now and hereafter.
2. HCO shall accept enrollees and provide services which are within HCO's area of health care practice to enrollees, subject to the terms and provisions of this Agreement and each payer. HCO shall not discriminate against enrollees on any basis prohibited by state or federal law or regulation.
3. Unless PLLC notifies HCO of a different procedure applicable to a Payor, HCO agrees to participate with each Payor and/or with each Initiative which meets the minimum benchmark participation criteria established by PLLC, unless HCO elects not to participate with a given Payor or an Initiative by giving PLLC written notice in the manner and within the time specified by PLLC. HCO acknowledges that PLLC does not guarantee that HCO will be offered the opportunity to participate in each Payor under contract to PLLC or with each Initiative. HCO agrees to be bound by the terms and conditions of any agreements made by PLLC with a Payor, together with the Payor's applicable terms of participation, policies and procedures.
4. PLLC shall use its reasonable efforts to negotiate acceptable agreements with Payors, all in accordance with the Messenger Model.
5. PLLC shall act as a liaison among participating HCOs and Payors in order to carry out the terms and conditions of the Payor Agreements. PLLC shall promptly inform HCO of the terms and conditions of the Payor Agreements in which HCO has agreed to participate.
6. To the extent delegated to PLLC by Payors, PLLC shall provide enrollment, credentialing, medical management, and claims processing services on behalf of HCO. Otherwise, these services will be provided by the Payors. PLLC shall be responsible for the general operation of PLLC.

7. HCO shall submit claims or encounters for healthcare services electronically within the time period required by a Payor to the Payor or the Entity responsible for an Initiative. HCO acknowledges that failure to timely submit claims or encounters as required by a Payor may render such claims not payable.
8. HCO agrees that claims or encounters for services rendered to enrollees will be paid to HCO directly by a Payor.
9. Unless otherwise provided by a Payor, HCO shall forever look solely to each Payor for compensation for services covered by the Payor. HCO shall not bill, charge, collect a deposit from, seek compensation from, or have any recourse against an enrollee, except to the extent that any copayments deductibles or coinsurance are permitted by the Payor to be collected by Physician from the enrollee.
10. HCO shall maintain professional liability insurance with minimum limits of coverage as required by a Payor or PLLC; shall provide evidence of such coverage to a Payor or PLLC when requested; and shall notify both a Payor and PLLC immediately of any material changes in coverage. During and following termination of the term of this Agreement, HCO shall indemnify, defend and hold harmless PLLC and its shareholders, directors, officers, employees, agents and attorneys from all liability, damages, claims, amounts, costs and expenses (including reasonable attorneys' fees arising from the furnishing of medical services by HCO and any amounts which a Payor asserts are payable to it by HCO.
11. HCO agrees to participate fully in any enrollment, credentialing, peer review, quality improvement, medical management, utilization review, care management, care coordination, member grievance programs, or other professional programs established by PLLC or a Payor and to accept the procedures and corrective action plans as established by PLLC or a Payor, subject to all appeal and due process rights as may be provided by each Payor or PLLC.
12. HCO healthcare professionals shall maintain in good standing all required state and federal licenses, registrations, certifications, and/or hospital staff membership and other privileges as required by a Payor or PLLC to render services to enrollees, and shall comply with all applicable laws and regulations.
13. The term of this Agreement shall remain in effect unless and until terminated as follows:
 - a. By HCO or PLLC for any reason or no reason by providing the other party with ninety (90) days' notice in writing.
 - b. By HCO or PLLC immediately upon a material breach of any term or condition of this Agreement, subject to applicable PLLC appeal procedures.
14. Termination of the term of this Agreement shall not relieve HCO of any obligations to enrollees currently receiving treatment and of all obligations which have accrued as of termination or which survive termination. HCO shall cooperate with PLLC, Payor and enrollees for the appropriate transfer of enrollees to another physician which may be necessitated by termination.

15. HCO and PLLC agree to maintain confidentiality of enrollees' medical records and related information, enrollment information and financial terms of this Agreement and shall not release any such information except in compliance with applicable legal requirements or the written consent of a party.

16. This Agreement contains the full and complete agreement of the parties relative to its subject matter. This Agreement may be amended only by a written agreement signed by both parties, except that PLLC may unilaterally amend this Agreement by providing written notice of amendment to HCO which shall become effective unless before then HCO gives PLLC written notice of termination within the time specified in the notice of amendment. This Agreement shall be governed by the laws of the State of Michigan.

17. PLLC shall charge an annual Membership Fee per provider for its affiliated providers for Credentialing, Provider Enrollment and other services as defined within the **Attachment I -PLLC Participation Fees.**

IN WITNESS, WHEREOF, the duly authorized officers and representatives of MedNetOne Health Solutions and the HCO have executed this Agreement the dates set forth below.

SIGNATURES:

Signature of HCO or
Authorized Representative

Signature of CEO
MedNetOne Health Solutions

Printed

Printed

Date

Date

**Participating Messenger Model
Healthcare Professional Categories**

Check All That Apply:

Primary Care Physician (Internist, Family Practitioner, Pediatrician)

Advanced Practice Providers (Primary Care and Specialty Care)

Specialty Physician (all others)

Behavioral Health Specialist

Pharmacist

Other Healthcare Professional (specify category below)

Please complete **Attachment II - Healthcare Provider Group List** of the HCO employed healthcare professionals that will participate in the contracting initiatives of MedNetOne through this Agreement.

**Attachment I
PLLC Participation Fees**

PLLC shall collect an annual subscription fee from each HCO affiliated healthcare professional. As part of the annual subscription fee PLLC shall provide the following services to HCO healthcare professionals:

- 1) Payor Enrollment Services including creation and submission of Payor Enrollment applications for Plans identified within the Payor Agreements;
- 2) Credentialing and Recredentialing Services;
- 3) Payor Enrollment services for Provider demographic updates for Plans identified within the Payor Agreement; and
- 4) Maintenance of *Council for Affordable Quality Healthcare (CAQH)* applications

The HCO shall be invoiced the Initial subscription fee within fifteen (15) calendar days of the executed Agreement. HCO shall compensate PLLC within thirty (30) calendar days of invoice.

Any new healthcare professionals added after the execution of Healthcare Provider Group Participation Agreement shall be invoiced on the 1st of the month following the receipt of the request to add additional provider(s).

After Year One, the Annual Subscription fee shall be invoiced on the 1st of the month in which the Healthcare Provider Group Participation Agreement was executed for all HCO affiliated providers. HCO shall reimburse PLLC within thirty (30) calendar days of invoice.

MichCare Participation Fees:

Initial Subscription: \$800.00

Each Subsequent year: \$700.00

If HCO health professional is contracted with Medical Network One Physician Organization, participation fees with MichCare shall be the following:

Initial Year: \$0

Subsequent Year: \$0

Required Processing Items

Healthcare Provider Group Participation Agreement

Signed Business Associate Agreement (BAA)

Completed Group Credentialing and Enrollment Application

Completed Provider Credentialing and Enrollment Application

Data Sharing Agreement

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