

## **HAWAII MEDICAL SERVICE ASSOCIATION**

### **Authorization to Release Documents and Information and Dispute Resolution Agreement**

*Notice: Hawaii law and HMSA's Participating Provider Agreements require that HMSA perform certain peer review, quality assurance, accreditation, and compliance reviews regarding its participating providers. This Authorization permits HMSA to obtain information relevant to these functions and provides dispute resolution procedures regarding this process. Your application will not be processed without your signed consent to this Authorization. Information obtained pursuant to this Authorization will be used only for purposes of credentialing, peer review, quality assurance, and to determine compliance with applicable laws, contract terms, and professional standards. HMSA will comply with all applicable state and federal laws regarding the confidentiality of information obtained pursuant to this Authorization.*

1. I HEREBY AUTHORIZE representatives and agents of Hawaii Medical Service Association (HMSA) to consult with any third party who may have information bearing on my professional qualifications, credentials, clinical competence, character, ability to perform safely and competently, ethics, behavior, or any other matter reasonably having a bearing on my satisfaction of the criteria for initial and continued credentialing as a Participating Provider with HMSA, including but not limited to representatives of hospitals, institutions, government agencies including licensing agencies, professional liability insurance companies, professional associations, accreditation agencies, managed health care plans, physicians, and other providers and other persons or entities (hereafter collectively referred to as "persons or entities") to obtain and verify information concerning my professional qualifications, credentials, clinical competence, employment experience, licensing, and conduct (hereafter collectively referred to as "professional qualifications and conduct").
2. I HEREBY CONSENT TO RELEASE by any and all persons or entities to HMSA all information and documents, except as provided in Paragraph 4 below, that may be relevant to an evaluation of my professional qualifications and conduct, including but not limited to any information or materials relating to any disciplinary action, suspension or curtailment of clinical privileges, employment actions, complaints or incidents, and information from professional liability insurance carriers or others relating to insurance coverage or claims information, including the amount of any settlement or judgment against me.
3. I FURTHER CONSENT to the inspection by representatives and agents of HMSA of all records held by persons and entities that may be material to an evaluation of my professional qualifications and conduct. This Authorization shall be deemed sufficient to effectuate the release to HMSA of all information and documents described above and shall include the right to inspect, obtain and act upon any and all such information and documents.
4. Should HMSA have reason to believe that information about my physical and/or mental condition is necessary for purposes of credentialing, peer review, quality assurance, or to determine compliance with applicable laws, contract terms or professional standards, then HMSA will request an additional HIPAA-compliant authorization signed by me for release of such information and documents. I understand that any failure by me to sign and return such additional request for written authorization for those purposes, will result in denial of my application and/or action to terminate any participating provider agreement I have with HMSA.
5. To the fullest extent permitted by law, I HEREBY RELEASE from any and all liability, extend absolute immunity to, and agree not to sue, HMSA, all representatives and agents of HMSA and all such persons or entities from any and all liability for their acts in giving, obtaining and verifying such information in connection with evaluating my professional qualifications and conduct, and participating in the credentialing review and determination process, including but not limited to any actions, recommendations, reports, statements, communications, or disclosures involving me or my application which are made, taken, or received by HMSA or its authorized representatives and agents.

6. I UNDERSTAND AND AGREE that I, as an applicant, have the burden of producing adequate information to demonstrate to the satisfaction of HMSA, my professional qualifications and conduct, and for resolving doubts thereto. I FURTHER UNDERSTAND AND AGREE that it is my responsibility to inform HMSA of any changes in the information provided in connection with my application during the application period or at any subsequent time.

7. I HEREBY AGREE to the following dispute resolution procedures:

- A. Except as provided in paragraph 9 below, if I disagree with any decision or action by HMSA arising out of or relating to this Authorization or HMSA's credentialing process, I shall submit a written request for arbitration to HMSA's Legal Services in Honolulu, Hawaii, within 30 calendar days following my receipt of the credentialing committee's decision. It will be assumed that I received the decision within three days of the date it is mailed.

HMSA and I agree that any and all claims, disputes, or causes of action arising out of or related to this Authorization or its performance, or arising out of or related to HMSA's credentialing process, including but not limited to any and all claims, disputes, or causes of action based upon contract, tort, statutory law, or actions in equity, shall be resolved by binding arbitration as set forth in this document.

The arbitration of disputes shall be conducted in Honolulu, Hawaii or by telephone if I have an office on an island other than Oahu, by an independent arbitration service mutually selected by HMSA and me. If HMSA and I are unable to agree upon an arbitration service within thirty (30) calendar days of HMSA's receipt of my request for arbitration, Dispute Prevention and Resolution, Inc. ("DPR") will conduct the arbitration. If HMSA and I are unable to agree upon an arbitrator within thirty (30) calendar days following the submission of the claim to the arbitration service, then the two parties shall select an arbitrator in accordance with DPR's arbitration selection procedures. The arbitration will be conducted pursuant to the Hawaii Uniform Arbitration Act, HRS ch. 658A and the arbitration service's arbitration rules, (or such other arbitration rules as the parties may mutually agree); to the extent not inconsistent with the arbitration provisions in this Agreement. In the arbitration, both parties shall have the right to be represented by an attorney or other person of their choice; to have a record made of the proceeding, copies of which may be obtained upon payment of any reasonable charges associated with their preparation; to call, examine and cross-examine witnesses; to present evidence determined to be relevant by the arbitrator, regardless of its admissibility in a court of law; and to submit a written statement at the close of the hearing. Upon completion of the arbitration hearing, the arbitrator shall issue his or her written decision in the form of a recommendation to HMSA, including a statement of the basis for the recommendation. HMSA will issue a written decision consistent with the arbitrator's recommendation, including a statement of the basis for the decision. The arbitrator may hear and determine motions for summary disposition pursuant to HRS 658A-15(b). The arbitrator shall also hear and determine any challenges to the arbitration agreement and any disputes regarding whether a controversy is subject to an agreement to arbitrate. In order to make the arbitration hearing fair, expeditious and cost-effective, discovery by both parties shall be limited to requests for production of documents material to the claims or defenses in the arbitration. Limited depositions for use as evidence at the arbitration hearing may occur as authorized by HRS §658A-17(b). Each party will pay its own attorney and witness fees, provided that the arbitrator may award attorney fees and costs in an amount authorized by law to a prevailing party related to any claim or contention of a nonprevailing party, that the arbitrator determines was frivolous or wholly without merit. Fees and costs of the arbitrator and the arbitration service may be awarded by the arbitrator as the arbitrator determines is appropriate. If no award is made, fees and costs of the arbitrator and the arbitration service shall be shared equally by both parties. The decision of the arbitrator shall be final and binding on HMSA and me, and judgment shall be entered thereon upon a timely motion by either party in a court of competent jurisdiction. No action may be brought in any court in connection with the dispute or award, except as provided under the Hawaii Uniform Arbitration Act. There shall be no consolidation of parties in the arbitration proceeding. The arbitrator may award any remedy that can by law be granted by a court in like circumstances, provided that no award of punitive damages or exemplary damages shall be made. The parties shall take appropriate measures to protect the confidentiality of any credentialing, peer review, quality assurance, and personal health information related to the dispute and arbitration proceeding.

- B. If I become an HMSA Participating Provider, then the Dispute Resolution terms of HMSA's Participating Provider Agreement shall supercede this paragraph 7 and shall govern any disputes arising out of or related to that Agreement.
8. I UNDERSTAND AND AGREE that this Authorization shall remain in effect during the term of any Participating Provider Agreement extended to me by HMSA, and during the pendency of any dispute or claim related to my actions under any Participating Provider Agreement with HMSA.
9. I UNDERSTAND AND AGREE that if my application for credentialing is denied, I am not eligible to re-apply for credentialing for one (1) year after the date of either: my receipt of HMSA's decision to deny my application, or if I appeal HMSA's decision, the date of the Arbitration Award, whichever is later. HMSA's decision not to consider an application that is submitted within the one (1) year waiting period is final and cannot be challenged in arbitration or litigation.
10. I FURTHER UNDERSTAND AND AGREE that, if I submit an application for credentialing after the one (1) year waiting period has expired, HMSA will not be required to consider my application unless the Credentialing Committee, in its discretion, determines that the basis for the earlier adverse decision no longer exists.

If I have signed this document electronically, it means I acknowledge and agree to the terms of this document and so indicate by typing my name below as my electronic signature, executed and adopted by me with the intent to sign this document. In other words, typing my name as an electronic signature indicates I acknowledge and agree to the terms of this document just as a handwritten signature would on a traditional paper application.

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Typed or Printed Name

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Date

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Signature