

**MEDICAL SERVICE AGREEMENT**  
**MCG PRACTITIONER AFFILIATION ACKNOWLEDGEMENT**  
**FOR MEDICARE ADVANTAGE**

This **Acknowledgement** is effective \_\_\_\_\_, by and among **Blue Care Network**  
(Date to be entered by BCN)

**of Michigan (BCN), Greater Macomb Physician Hospital Organization**, a Medical Care Group

(MCG) and \_\_\_\_\_ (MCG Practitioner), who is a member of MCG.  
(Print or Type Practitioner Name here)

For the purpose of providing health care services to Members enrolled under BCN's Medicare Advantage Program, and in consideration of the mutual promises of the parties to the Medical Service Agreement (Agreement), as amended for Medicare Advantage (Amendment), MCG Practitioner agrees as follows:

1. **Medicare Advantage Member or MA Member** -- A Member who is eligible for Medicare and who is enrolled with BCN under a contract (Medicare Advantage Contract) between BCN and the Center for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS).
2. **Credentialing**- MCG and MCG Practitioner shall satisfy all credentialing and re-credentialing criteria, standards and policies established by BCN and/or CMS, as may be amended from time to time. Applicable credentialing standards include maintenance of acceptable levels of any medical liability insurance. BCN retains sole discretion to determine whether MCG and/or MCG Practitioner qualifies for affiliation under Medicare Advantage in accordance with applicable criteria, standards and policies.
3. **Medical Records** - MCG Practitioner shall maintain accurate and timely medical records for MA Members treated by MCG Practitioner in accordance with applicable federal and state laws and regulations. Such records shall be maintained for at least ten (10) years after the final date of the Amendment or completion of audit, whichever is later. MCG Practitioner shall safeguard the confidentiality of MA Member information in accordance with applicable CMS and BCN requirements and other federal, state and local laws, rules and regulations including but not limited to HIPAA.
4. **Access to Records** – MCG Practitioner shall permit any authorized local, state, or federal government agency, including without limitation BCN, the U.S. Department of Health and Human Services (HHS), the U.S. General Accounting Office (GAO), Centers for Medicare and Medicaid Services (CMS), the Comptroller General, and their designees to audit, evaluate, or inspect any books, contracts, records, including medical records, patient care documentation, and other records of MCG Practitioner, related entities and downstream delegates that pertain to BCN's Medicare Advantage Contract with CMS. MCG Practitioner shall provide such information to BCN as shall be necessary to comply with reporting requirements established by CMS. Such access shall be permitted for up to ten (10) years after the final date of the Amendment or completion of audit, whichever is later.

5. **Nondiscrimination** - MCG Practitioner shall provide Covered Services to MA Members in the same manner, quality and promptness as services are provided to MCG Practitioner's other patients. MCG Practitioner shall provide Covered Services in a manner consistent with professionally recognized standards of health care. MCG Practitioner shall provide Covered Services in a culturally competent manner to MA Members of different cultural and ethnic backgrounds. MCG Practitioner shall not discriminate against any MA Member on the basis of membership in BCN, source of payment, sex, age, race, color, religion, national origin or any factor related to health status, including but not limited to medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, disability or handicap, or any basis prohibited by federal law in providing Covered Services under this Agreement.
6. **MA Member Hold-Harmless** - Except in the event that MA Member has primary coverage with another carrier or third party payer and except for applicable Copayments or Deductibles, MCG Practitioner agrees to look solely to BCN or MCG for payment for Covered Services rendered under this Agreement and to accept payment made in accordance with the Agreement as payment in full. MCG Practitioner will in no event, including but not limited to nonpayment, insolvency or breach of the Agreement, bill, charge, collect a deposit from, seek payment from, maintain any action at law or in equity or have any other recourse against a MA Member or person (other than BCN) acting on behalf of Member for Covered Services provided pursuant to the Agreement. MCG Practitioner is also prohibited from holding MA Member liable for Medicare Parts A and B cost-sharing that are the legal obligation of the State. This provision does not prohibit MCG Practitioner from collecting charges for supplemental benefits or Copayments or Deductibles where appropriate, or for non-Covered Services delivered on a fee-for-service basis to MA Members who are informed in advance of their payment responsibility and the estimated charges. This provision shall survive termination of the Agreement for Covered Services rendered prior to termination regardless of the cause giving rise to such termination and shall be construed to be for the benefit of the Member. This provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between MCG or MCG Practitioner and MA Member or person acting on Member's behalf, insofar as such contrary agreement relates to liability for payment of Covered Services provided under the Agreement.
7. **Obligations of Recipients of Federal Funds** – MCG Practitioner acknowledges that payments to MCG or MCG Practitioner pursuant to this Acknowledgement are made, in whole or in part, from federal funds and that this Acknowledgement is subject to all laws applicable to entities and individuals receiving federal funds. MCG Practitioner shall comply with all requirements of laws applicable to recipients of federal funds, including Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, and the Americans with Disabilities Act. **Delegated Responsibilities** - MCG Practitioner and any subcontractor or other downstream entity (delegate) to which MCG Practitioner delegates responsibilities under the Agreement shall perform such responsibilities on behalf of MA Members in accordance with applicable Medicare laws, regulations, CMS instructions, BCN policies and procedures, and requirements set forth in the Medicare Advantage Contract. BCN shall be responsible for overseeing and is ultimately accountable for the performance of MCG Practitioner and delegates with regard to all delegated responsibilities. Processes for performing delegated administrative responsibilities, including but not necessarily limited to provider selection and credentialing, shall be reviewed, preapproved and monitored by BCN on an ongoing basis. If MCG Practitioner or delegate fails to perform delegated services, reporting or disclosure responsibilities in a manner satisfactory to BCN or CMS, BCN shall retain the right to revoke such delegation in accordance with Termination for Cause provisions set forth therein. To the extent that MCG Practitioner delegates responsibilities under this Amendment, the following specifications or provisions shall be incorporated into its written agreements with such delegates:

- A. A description of the delegated activities and reporting responsibilities;
  - B. A provision for the revocation of delegated activities and reporting requirements or other appropriate remedies in the event that CMS or BCN determines the delegate's performance is unsatisfactory;
  - C. Specification that the delegate's performance is monitored by BCN on an ongoing basis;
  - D. Specification that credentials review process for all medical professionals affiliated with the delegate will be conducted by BCN or reviewed and approved by BCN and audited by BCN on an ongoing basis;
  - E. A specification that the delegate must comply with all applicable federal laws, regulations and HHS instructions.
8. **Claims Adjudication** - BCN shall allocate Primary Care Capitation and pay claims for Covered Services provided to MA Members in accordance with the methodologies and payment rates referenced in the Agreement. BCN or a designated, licensed TPA shall receive, process and pay in a timely manner claims for Covered Services rendered by MCG Practitioner in accordance with the authorization procedures as set forth in the Provider Manual. BCN shall ensure that Clean Claims are adjudicated promptly in accordance with applicable statutory and regulatory requirements. BCN will adjudicate all Clean Claims within 45 days following receipt from MCG Practitioner. Simple interest on Clean Claims not timely paid will be computed at the rate of 12% per annum.
9. **Encounter/Claims Data** – MCG Practitioner shall submit to BCN all data necessary to characterize the context and purposes of each encounter between MCG Practitioner and MA Member and to facilitate claims adjudication in accordance with applicable CMS encounter reporting requirements. MCG Practitioner must certify the accuracy, completeness and truthfulness of all such data to the best of his/her knowledge, information and belief.
10. **Continuation of Benefits** - MCG Practitioner agrees that, even in the event of insolvency or other cessation of operations by BCN, MCG Practitioner will continue to provide Covered Services to MA Members through the period for which Member's applicable premium has been paid and, for MA Members confined to an inpatient facility, the end of the period for which Member's applicable premium has been paid or the date of Member's discharge, whichever is later. This provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between MCG or MCG Practitioner and MA Member or person acting on Member's behalf, insofar as such contrary agreement relates to liability for payment of Covered Services provided under this continuation of benefits provision.
11. **Non-interference** – Nothing in this Agreement shall be construed to prohibit or otherwise restrict MCG Practitioner from advising or advocating on behalf of a MA Member about Member's health status, medical care, or treatment options; the risks, benefits, and consequences of treatment or non-treatment; or the opportunity for Member to refuse treatment or to express preferences about future treatment decisions.

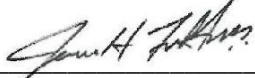
## 12. Adverse Actions

- A. **No Adverse Actions or Investigations** – MCG Practitioner asserts that, to the best of his/her knowledge, information and belief, there are no pending investigations, legal actions, or matters subject to arbitration involving MCG Practitioner on matters relating to payments from governmental entities, both federal and state, for healthcare and/or prescription drug services.
  - B. **No Criminal Convictions or Civil Judgments** – MCG Practitioner asserts that, to the best of his/her knowledge, information and belief, MCG Practitioner has not been criminally convicted or had a civil judgment entered against him/her for fraudulent activities, nor has MCG Practitioner been sanctioned under any Federal program involving the provision of health care or prescription drug services.
  - C. **No Excluded Or Debarred Individuals** – MCG Practitioner asserts that, to the best of his/her knowledge, information and belief, MCG Practitioner does not appear on the List of Excluded Individuals/Entities as published by the Department of Health and Human Services Office of the Inspector General, nor on the List of Debarred Contractors as published by the General Services Administration. The Department of Health and Human Services Office of the Inspector General List of Excluded Individuals/Entities can be accessed online at: <http://oig.hhs.gov/fraud/exclusions/database.html>. The General Services Administration List of Debarred Contractors can be found at <http://epls.arnet.gov/>.
  - D. **Notice of Change of Circumstances** – MCG Practitioner is obligated to notify BCN promptly of any change in circumstances occurring after the effective date of this Amendment which would require a modified response to paragraphs A – C above.
13. **Compliance Plan** - MCG and MCG Practitioner shall have a compliance plan that includes: (1) measures to detect, correct, and prevent fraud, waste, and abuse; and (2) written policies, procedures, and standards of conduct articulating their commitment to comply with all applicable federal and state standards. MCG and MCG Practitioner are responsible for compliance training and education of MCG Practitioners and employees, including procedures for effective internal monitoring and auditing. MCG and MCG Practitioner shall allow BCN to maintain appropriate oversight of training efforts under the compliance plan. BCN agrees to assist MCG and MCG Practitioners as appropriate with education and training materials relating to this Agreement. MCG and MCG Practitioners shall attest to BCBSM that education and training has been conducted in accordance with the compliance plan and shall provide BCN with training logs and other materials related to the education and training as requested by BCN.

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14. **Term and Termination** - This Acknowledgement shall exist concurrently with MCG's Medicare Advantage Amendment and shall expire upon termination of such Amendment. The Acknowledgement shall terminate immediately in the event that MCG Practitioner is debarred or excluded from or opts out of participation in the Medicare program. Subject to Continuation of Benefits provisions set forth herein, this Acknowledgement may be terminated with or without cause by MCG, MCG Practitioner or BCN upon sixty (60) days prior notice to the other parties.

**GREATER MACOMB PHYSICIAN HOSPITAL ORGANIZATION**

By:   
(Signature)

By: Jerome H. Finkel, MD  
Name (Print or Type)

Its: Medical Director  
(Title)

Date: \_\_\_\_\_

**BLUE CARE NETWORK OF MICHIGAN**

By: \_\_\_\_\_  
(Signature)

By: Alison Pollard

Its: Regional Executive

Date: \_\_\_\_\_

**MCG PRACTITIONER**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Name (Print or Type)

Its: \_\_\_\_\_  
(Title)

Date \_\_\_\_\_

**Note to Practitioner:** For purposes of properly administering any MCG withhold, provide the following information for any practice group from which you will be billing for services provided to MCG's BCN-assigned members:

Physician Practice Group Tax ID #: \_\_\_\_\_

Physician Practice Group NPI #: \_\_\_\_\_

If you're not part of any practice group (i.e. you're a sole practitioner), any MCG withhold will be applied against claims submitted by you containing your self-bill and NPI number, unless you have an alternate Tax ID and NPI you want to use.