

PRACTITIONER AFFILIATION AGREEMENT
FOR BLUE PREFERRED PLUS

This Agreement shall be effective _____ by and between **Blue Care Network of Michigan (BCN)**, a nonprofit Michigan corporation and health maintenance organization and independent licensee of the Blue Cross Blue Shield Association (**BCBSA**) and _____ (**Practitioner**).

A prudent purchaser product with an internal designation of **MC-94** is offered by **Blue Cross Blue Shield of Michigan (BCBSM)**. BCBSM has contracted with BCN and with health care providers to provide Covered Services to MC-94 Members. The MC-94 product is marketed under the name of **Blue Preferred Plus (BPP)**.

The above referenced contract between BCN and BCBSM establishes BCBSM as BCN's designee for purposes of administering certain portions of this Agreement. As a result, this Agreement creates responsibilities and confers rights on BCBSM as BCN's designee only. BCBSM is not a signatory to this Agreement.

BCN and Practitioner enter into this Agreement to make Covered Services available to BPP Members. Execution of this Agreement effects Practitioner's affiliation in BPP only.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: DEFINITIONS

Each of the following terms shall have the following meaning:

- 1.1 **Affiliated Provider** - A qualified provider of Covered Services (including hospitals, physicians, and other health care practitioners), who is affiliated with BCN or BCBSM for purposes of providing medical care or health related services to Members, and has agreed to comply with the terms and conditions of a BPP Affiliation Agreement. Affiliated Providers are licensed to practice in Michigan.
- 1.2 **Affiliation Agreement (Agreement)** - This Agreement between BCN and Practitioner, including any and all exhibits, attachments, amendments, and the provisions in the BPP Provider Instructions.
- 1.3 **Authorized Services** - Covered Services for which authorization has been given by BCBSM in accordance with the terms of a Member's Certificate.
- 1.4 **BCN of Michigan (BCN)** - A nonprofit corporation and health maintenance organization, and subsidiary of BCBSM. BCN is licensed by the State of Michigan under Part 210 of Act 368 of the Michigan Public Acts of 1978, as amended. BCN is not an insurance company.
- 1.5 **Blue Cross and Blue Shield of Michigan (BCBSM)** - The nonprofit health care corporation, governed by Michigan Public Act 350 of 1980. BCBSM is an independent licensee of the Blue Cross Blue Shield Association and is the parent company of BCN. BCBSM is not an insurance company, nor is it a provider of medical services. It serves as BCN's designee for purposes of administering certain portions of this Agreement.

- 1.6 **Blue Preferred Plus (BPP)** - The marketing name for the MC-94 health care product which is the subject of this Agreement.
- 1.7 **Certificates** - The documents issued to Members by BCBSM, directly or by Customer Groups under BCBSM's sponsorship, that specify the Covered Services payable by BCBSM. As used in this Agreement, the term includes Benefit Plan Descriptions issued by Customer Groups to Members.
- 1.8 **Clean Claim** – A complete and accurate claim for payment of Covered Services, free of outstanding subrogation, coordination of benefits, or other secondary payer issues, filed in a correct format electronically or on the appropriate claim form designated by BCBSM, and containing all pertinent information required by applicable statutory and regulatory guidelines.
- 1.9 **Copayment** - Any amount, excluding Deductibles, required to be paid by or on behalf of a Member for Covered Services in accordance with the terms of a Certificate.
- 1.10 **Covered Services** - Services described in a Member Certificate as payable benefits.
- 1.11 **Customer Groups** – General Motors Corporation, Ford Motor Company, DaimlerChrysler AG, Delphi Automotive Systems and other corporate entities that may in the future purchase the BPP product for their employees.
- 1.12 **Deductible** - The monetary amount for which a Member is responsible before Covered Services will be paid under a Certificate.
- 1.13 **Emergency** - A medical condition that causes symptoms (including sharp or intense pain) severe enough to cause a person with an average knowledge of health and medicine to believe (1) that immediate medical attention is needed, or (2) there is a risk of (a) severe damage to the health of the person or, in the case of a pregnant woman, the health of the woman or her unborn child; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.
- 1.14 **MC-94** - A BCBSM managed care product developed pursuant to the Michigan Prudent Purchaser Act.
- 1.15 **Medical Management** - includes but is not limited to activities relating to utilization management and case management.
- 1.16 **Member** - An enrollee in BPP who is entitled to receive services pursuant to a Certificate.
- 1.17 **Practitioner** – An allopathic or osteopathic physician, dentist, oral surgeon, chiropractor, podiatrist or mental health provider licensed to practice in Michigan who provides medical care or health related services to Members in accordance with the terms and conditions of this Agreement.
- 1.18 **BPP Provider Instructions** - BCN and BCBSM bulletins and provider notices, including instructional materials posted on official web sites, which define certain terms of this Agreement and provide specific guidelines and direction by which Affiliated Providers may meet their contractual responsibilities. These various BPP Provider Instructions are hereby made a part of this Agreement by reference. BPP Provider Instructions are promulgated by BCBSM and BCN and may be updated or modified as business needs require.

- 1.19 **TRUST Hospital** - A state licensed, Medicare certified, acute care facility that has a contract with BCBSM to provide hospital services under the BPP Program and which provides continuous inpatient medical, surgical or psychiatric diagnosis, treatment and care for injured or sick persons by or under the supervision of a staff of practitioners with 24 hour nursing service by registered nurses. TRUST Hospital is not, other than incidentally, a nursing or rest home or a place for the aged or for the treatment of substance abuse or pulmonary tuberculosis.

ARTICLE II: PRACTITIONER OBLIGATIONS

- 2.1 **Administrative Programs** - Practitioner shall at all times cooperate and comply with BCN's and BCBSM's network management and care management programs, and BCBSM's Medical Management, Member education, Member grievance, claims processing and claims administration programs, and any other policies, procedures and corrective measures reasonably established by BCN or BCBSM to implement or enforce the terms and conditions of this Agreement. BPP programs, policies and procedures will be communicated to Practitioner in The Record, and other provider communications issued from time to time by BCBSM and/or BCN.
- 2.2 **Mandated Provisions** - Practitioner shall comply with all relevant legislative, regulatory or other legal requirements, whether or not explicitly referenced or described in this Agreement.
- 2.3 **Authorization of Services** - Practitioner will provide Covered Services that are authorized by BCBSM. In providing such Services, Practitioner will comply with the authorization and referral procedures set forth in the BPP Provider Instructions.
- 2.4 **Liability Coverage** - Practitioner shall maintain professional liability coverage with minimum limits of \$100,000 per incident and \$300,000 annual aggregate, and separate general liability coverage in amounts satisfactory to BCN for all sites utilized by Practitioner for the treatment of Members. Practitioner shall provide proof of such coverage upon request by BCN and shall immediately notify BCN in the event of any loss or impairment of the required coverage. In the event professional liability coverage required under this Section is secured in the form of a "claims made" policy, Practitioner shall purchase, upon termination of such coverage, a "tail" policy covering a period of not less than five (5) years following termination of the coverage or termination of this Agreement, whichever is later. From time to time, BCN may revise the limits for minimum coverage in accordance with applicable industry standards.
- 2.5 **Designation of Panel Providers** - Practitioner acknowledges BCN's and BCBSM's authority to designate specific hospitals, facilities, agencies and providers as preferred or exclusive providers of Covered Services for Members. Practitioner shall utilize only Affiliated Providers unless Member's medical condition requires Covered Services that are unavailable from an Affiliated Provider. In such cases, Practitioner shall seek prior authorization for payment of those Services from BCBSM.
- 2.6 **Identifying Information** - Practitioner shall provide to BCN all identifying information including name, address, primary business telephone number, tax ID number, DEA number, and office hours. Reasonable advance notice to BCN is required for changes in Practitioner's address, telephone number or hours of operation.

- 2.7 **Nondiscrimination** - Practitioner shall provide Covered Services to Members in the same manner, quality and promptness as services that are provided to Practitioner's other patients. In providing Covered Services, Practitioner shall not discriminate against any Member on the basis of membership in BPP, 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 other basis prohibited by state or federal law.
- 2.8 **Qualifications/Standards of Care** - Practitioner shall maintain all licenses, certifications and accreditations required by law and, unless specifically waived by BCN in writing, maintain admitting privileges with at least one TRUST Hospital. Practitioner shall provide proof of all applicable licenses, certifications, accreditations and hospital admitting privileges upon request by BCN and shall immediately notify BCN of any loss, revocation or suspension of any such licenses, certifications, accreditations or hospital admitting privileges. Practitioner shall provide Covered Services in a manner consistent with professionally recognized standards of health care.
- 2.9 **BCN Credentialing Requirements** - Practitioner shall comply fully with BCN credentialing and recredentialing requirements, and shall promptly notify BCN of any change in professional licensure, hospital privileges or professional status.
- 2.10 **Access to Covered Services** - Practitioner shall make all necessary and appropriate arrangements to ensure the availability of Covered Services to Members twenty-four (24) hours per day and seven (7) days per week.
- 2.11 **Non-Covered Services** - Nothing in this Agreement shall be construed to prohibit or otherwise restrict Practitioner from advising or advocating on behalf of Member about Member's health status, medical care, treatment options, risks, benefits, or consequences of treatment or non-treatment. In addition, this Agreement does not limit Practitioner's freedom to advise Members about their right to refuse treatment or make decisions about future treatment, without regard to BPP benefit coverage limitations. Members may consent to receive services that are not Covered Services or are not authorized by BCBSM and therefore must be paid personally by Member. In such a case, Practitioner shall advise Member of his/her estimated personal payment responsibility and obtain Member's signed consent to be billed prior to rendering or referring for such services.
- 2.12 **Treatment Sites** - Practitioner shall ensure that all practice sites in which he/she sees Members meet applicable state and local fire, safety and sanitation codes.

ARTICLE III: BCN/BCBSM OBLIGATIONS

- 3.1 **Administrative Programs** - BCN shall develop and coordinate quality management programs. BCN and BCBSM shall jointly develop and coordinate network and care management programs; and BCBSM, as BCN's delegate shall develop and coordinate Medical Management, Member education and Member grievance programs for the purpose of effecting and administering this Agreement.
- 3.2 **Program Changes** - BCN or its designee shall give Practitioner prior notice of substantive changes in Covered Services, authorization requirements and procedures, and BPP payment policies and procedures. Notices may be communicated in The Record.

- 3.3 **Credentialing/Professional Review** - BCN shall review the applications and credentials of practitioners applying for affiliation or reaffiliation with BPP. BCN shall develop and coordinate professional review activities related to credentialing, recredentialing and quality management as described in the BPP Provider Instructions.
- 3.4 **Claims Adjudication** - BCBSM shall receive, process and pay in a timely manner claims for Covered Services rendered by Practitioner. BCBSM shall adjudicate all Clean Claims promptly in accordance with applicable statutory and regulatory requirements. BCBSM shall work diligently with Practitioner to resolve any perceived lack of timeliness with regard to claims payment under this Agreement.
- 3.5 **Information Services** - BCN and BCBSM shall provide inquiry services for Members, Affiliated Providers and the general public.
- 3.6 **Legal/Regulatory Functions** - BCN and BCBSM shall perform the legal and regulatory functions required under applicable state and federal laws.
- 3.7 **Listing of Affiliated Providers** - BCBSM will publish listings of Affiliated Providers in the form required by its Customer Groups and will update such listings from time to time.

ARTICLE IV: BILLING AND PAYMENT

- 4.1 **Claims** - Practitioner shall submit claims for billable Covered Services to BCBSM, using the applicable BCBSM Provider Identification Number, either electronically, using specified formats, or in written form on claim forms designated by BCBSM. Claims shall be submitted not later than 365 days after the date of service. Practitioner recognizes that failure to file claims within the prescribed time limits may, at BCBSM's option, render the claim unpayable. Billing Members for claims denied or recovered under this Section is prohibited by the Member Hold-Harmless provisions set forth in Section 4.5 of this Agreement.
- 4.2 **Payment for Covered Services** - Practitioner will be paid for Covered Services at the lesser of Billed Charges or BCBSM's Blue Preferred Plus Professional Fee Schedule.
- 4.3 **Coordination of Benefits** - Practitioner shall request information from Members regarding other payers that may be primarily responsible for Member's Covered Services, shall pursue payment from such other responsible payers and shall bill BCBSM only for Covered Services not paid by the primary payer. All payment amounts received from other primary payers for Covered Services shall be promptly credited against or deducted from amounts otherwise payable by BCBSM for such services. Except where BCBSM payment is secondary to Medicare, payments by BCBSM as a secondary payer, when combined with payments received by Practitioner from all other payers, shall not exceed the amount which would otherwise be payable by BCBSM as primary payer under this Agreement.
- 4.4 **Statutory Health Benefits** - Practitioner shall provide Covered Services to Members even though there might be coverage by another party under Worker's Compensation, Occupational Disease, or other statute. Practitioner shall bill the appropriate responsible party for Covered Services and shall provide information to BCBSM regarding the applicability of such statutory coverage.

- 4.5 **Member Hold-Harmless** - Except in the event that Member has primary coverage with another carrier or third party payer, and except for applicable Copayments or Deductibles, Practitioner agrees to look solely to BCBSM for payment for Covered Services rendered under this Agreement and to accept payment made in accordance with this Agreement as payment in full. Practitioner will in no event, including but not limited to nonpayment, insolvency or breach of this 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 Member or person (other than BCN or BCBSM) acting on behalf of Member for Covered Services provided pursuant to this Agreement. This provision does not prohibit Practitioner from collecting charges for supplemental benefits or Copayments or Deductibles, where appropriate, or for non-Covered Services provided on a fee-for-service basis to Members who have been informed in advance of the estimated cost of such services and have agreed to accept payment responsibility. This provision shall survive termination of this 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 Members. This provision is not intended to apply to services provided after termination of the Agreement. This provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Practitioner and Member or person acting on Member's behalf, insofar as such contrary agreement relates to liability for payment of Covered Services provided under this Agreement.

ARTICLE V: RECORDS AND ACCESS

- 5.1 **Medical Records** - Practitioner shall maintain accurate and timely medical records for Members treated by Practitioner for at least six (6) years in accordance with all federal and state laws and regulations regarding confidentiality and disclosure of Member health information and in a manner which safeguards the privacy of any information which may directly or indirectly identify a particular Member.
- 5.2 **Personally Identifiable Health Information (PHI)** – The parties acknowledge that they are “Covered Entities” as defined in the HIPAA Privacy Rule and agree to treat Members’ PHI in a manner consistent with the requirements of that Rule. Consistent with the HIPAA Privacy Rule, BCBSM and BCN may disclose Member PHI, except for psychotherapy notes, to Affiliated Providers who provide Covered Services to Members for the purpose of improving Members’ medical treatment.
- 5.3 **Administrative Access to Records** – In accordance with applicable law, including applicable HIPAA records access standards, Practitioner shall give BCN and BCBSM access to Member medical records upon reasonable notice in order to facilitate their role in adjudicating claims, conducting quality management and utilization management and handling Member complaints. Upon reasonable request by BCN or BCBSM, Practitioner shall provide to BCN and/or BCBSM copies of Members’ medical records without charge.
- 5.4 **Regulatory Access to Records** – Upon reasonable request and as permitted and/or required by law, Practitioner shall provide access by BCN, BCBSM and legally authorized peer review and government representatives to Practitioner’s facilities for the purpose of inspecting the facilities and/or Members’ medical records.
- 5.5 **Member Access to Records** - During normal business hours and upon reasonable advance notice, Practitioner shall give Members the right to review their medical records as maintained by Practitioner. If the Member is a minor child or an incompetent or incapacitated adult, this right to review shall be given to the Member’s personal representative as defined by HIPAA. If the

Member is deceased, this right to review shall be given to the executor or administrator of the estate or to the next of kin as defined by state law.

- 5.6 **Business Records** - Practitioner shall maintain accurate records of all matters pertaining to this Agreement for a period of six (6) years. Such records must be kept in accordance with generally accepted business practices in a format that will readily permit review.
- 5.7 **Audit of Records** - BCN and BCBSM shall have the right, at reasonable times, during usual business hours, to audit, examine and make copies of or obtain extracts from Practitioner's books of account for business pertaining to this Agreement during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement. The extent of the review will be at the discretion of BCN or BCBSM and may include all or part of Practitioner's accounting records relating to this Agreement. At the option of BCN or BCBSM, internal auditors and/or independent outside auditors selected by BCN or BCBSM may perform any such audit or inspection. Practitioner shall include in all subcontractor agreements a right of inspection and audit of subcontractor records by BCN and BCBSM.
- 5.8 **Confidentiality of Business Information** - BCN, BCBSM and Practitioner shall hold each other's confidential or proprietary information or trade secrets in trust and confidence and shall use any such information only for the purposes described in this Agreement. Neither party may disclose the financial arrangements described in this Agreement to any third party or parties.

ARTICLE VI: TERM AND TERMINATION

- 6.1 **Term of Agreement** - This Agreement is effective for an initial term of 12 months. It will then renew automatically on its anniversary date for additional 12-month terms unless one party gives the other 30 days advance written notice of its intent not to renew, or the Agreement is terminated in accordance with this Article VI.
- 6.2 **Voluntary Termination** - This Agreement may be terminated "at will" by BCN or Practitioner for any or no reason by providing 60 days prior written notice to the other party.
- 6.3 **For Cause** – This Agreement may be terminated for cause due to a material breach if BCN or Practitioner gives the other party thirty (30) days advance notice. During the 30 day notice period, the breaching party may attempt to cure the noticed breach. The termination will not take effect if, prior to the expiration of this period, the aggrieved party gives notice that the breach has been cured to its satisfaction.
- 6.4 **Immediate Upon Notice** – This Agreement may be terminated immediately upon notice by BCN in the event that Practitioner becomes incapable of adequately serving BPP Members.
- 6.5 **Automatic Termination** - The Agreement shall automatically terminate in the event of any of the following occurrences:
- A. Practitioner fails to maintain a required license, hospital privileges, certifications, accreditations or professional liability insurance in an amount satisfactory to BCN;
 - B. Practitioner is unable to meet BCN's credentialing or recredentialing requirements;
 - C. BCN's Medical Director believes that termination is necessary to protect the safety or medical interests of Members;

- D. Practitioner is convicted of or pleads guilty or *nolo contendere* to any crime relating to the provision or payment of health care;
- E. Practitioner submits false or misleading information to BCN, BCBSM or another entity associated with them, or fails to notify BCN of limitations on his/her qualifications as described in Section 2.8 ;
- F. Practitioner relocates his/her practice outside the BPP service area;
- G. Practitioner is disaffiliated from BCBSM's TRUST program, and Practitioner either waives or exhausts all internal appeals relating to that disaffiliation;
- H. Practitioner resigns his/her TRUST affiliation in order to avoid involuntary disaffiliation;
- I. Practitioner is depariticipated by BCBSM from its Traditional program and Practitioner either waives or exhausts all internal appeals relating to that depariticipation.

NOTE: BCN offers an appeal process to Practitioners who are automatically terminated for the reasons described in subsections c, d, or e. If adverse action is taken following appeal, or Practitioner withdraws from BPP in order to avoid termination, BCN will file an appropriate report with the National Practitioners' Data Bank.

Termination of this Agreement does not relieve Practitioner of any outstanding obligations to BCN or to Members currently receiving treatment.

6.6 Continuity of Care

- A. Termination or expiration of this Agreement shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination or expiration.
- B. If Practitioner continues patient care after this Agreement terminates or expires, as permitted by Michigan law, Practitioner agrees to all of the following:
 - 1) Practitioner participates on a per claim basis for said Member(s) and accepts as payment in full reimbursement from BCBSM at the rates and in accordance with the provisions of this Agreement that were in place prior to the termination, including but not limited to Section 4.5 hold harmless provisions.
 - 2) Practitioner adheres to the standards for maintaining quality health care required under this Agreement, and will provide to BCBSM necessary medical information related to that care.
 - 3) Practitioner adheres to the policies and procedures of BCBSM and BCN required under this Agreement, including but not limited to those relating to utilization review, referrals, preauthorizations and treatment plans.
 - 4) Practitioner submits claims for continuing care to the address noted in The Record or other appropriate provider communications.

Nothing in Section 6.6 creates any obligation for BCBSM to provide coverage to Members beyond the maximum coverage limits permitted under the BPP Program.

6.7 **Form and Means of Notice: Termination**

- A. All notices provided to the parties pursuant to this Article shall be sent to the designated recipient set forth in Section 9.12: (i) by certified mail, return receipt requested, or (ii) by overnight courier, return receipt requested, or (iii) by facsimile, receipt confirmed by confirmation notice to sender. Notices given hereunder shall be deemed effective on the date of documented receipt.
- B. Within 15 days of learning of the effective date of termination, Practitioner shall notify all Members in his/her practice of the termination and its effective date. Practitioner shall assist Members' efforts to transfer care to another Affiliated Provider or inform Members of the personal financial consequences of continuing care with Practitioner after his/her disaffiliation from BPP. Practitioner may, in the alternative, direct patients to the appropriate customer group representative for assistance in selecting a new BPP Affiliated Provider.

ARTICLE VII: REMEDIES OF PARTIES

- 7.1 **Good Faith Resolution of Disputes** - In the event that disputes or problems arise that are related to this Agreement, the parties will meet in good faith to attempt to resolve them.
- 7.2 **Notice of Dispute** - The parties agree that before any legal action is brought based on any dispute or problem arising out of or relating to this Agreement, thirty (30) days prior notice of the facts and circumstances supporting the claim shall be provided to the other party.
- 7.3 **Negotiation of Dispute not a Waiver** - The pursuit of any remedy under this Article shall not constitute a waiver of any other rights or provisions of this Agreement, including but not limited to the right to terminate the Agreement or elect not to renew it.
- 7.4 **Actions Pending Resolution of Dispute** – Where the parties are pursuing remedies under this Article or are involved in litigation against each other, BCN nevertheless reserves the right to take appropriate action to protect itself, BPP, BCBSM and their respective Members. This includes, but is not limited to transferring Members to another Affiliated Provider if BCN's Medical Director in good faith believes that Practitioner's actions endanger a Member's health, limit reasonable access to medical services, or expose Member, BCN or BCBSM to unreasonable financial risk.
- 7.5 **Disputed Claims/Medical Necessity** - Disagreements between BCBSM and Practitioner pertaining to disputed claims or the issue of medical necessity will be resolved according to BCBSM's audit appeal procedures set forth in the BPP Provider Instructions.

ARTICLE VIII: AMENDMENT

- 8.1 **Generally Applicable Amendments** - When an amendment to this Agreement is intended to be of general application to existing agreements between BCN and all Practitioners, BCN or BCBSM will give Practitioners sixty (60) days notice of the proposed amendment, after which the amendment shall become a binding part of the Agreement. Amendments may be announced in The Record.

- 8.2 **Financial Terms** – BCBSM or BCN may adjust the TRUST fee screen from time to time, and will communicate those changes in The Record, on WEB Denis or by other appropriate means. Any changes to the TRUST fee screen will automatically result in payment for Covered Services under this Agreement to be amended to the TRUST rate less 10%.
- 8.3 **Mandated Amendments** - Amendments to this Agreement that are required because of legislative or regulatory requirements do not require the prior approval of Practitioner and shall become effective immediately upon BCN or BCBSM's notification to Practitioner of the requirement. Effective notice may be published in The Record.
- 8.4 **Revisions to Provider Instructions** - The provisions of this Article do not apply to updates and modifications of the BPP Provider Instructions, which contain the BPP operating rules and procedures. BCBSM may modify the BPP Provider Instructions from time to time, as the needs of business require.

ARTICLE IX: GENERAL PROVISIONS

- 9.1 **Headings** - The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 9.2 **Relationship of the Parties/Assignment** - The parties to this Agreement are acting in the capacity of independent contractors and shall not be regarded as the servant, agent, or principal of the other party. This Agreement is a contract for the performance of medical services and may not be assigned, sold or otherwise transferred by Practitioner without BCN's prior written consent.
- 9.3 **Use of Information** - BCN may share with BCBSM, and may generally publish identifying information about Practitioner including, but not necessarily limited to name, office locations, specialties of practice, board certification status, and TRUST Hospitals with which Practitioner maintains staff privileges. BCN shall treat peer review information concerning Practitioner as confidential to be released only in accordance with law or as authorized by Practitioner.
- 9.4 **Names and Marks** - BCBSM and BCN's names and marks are protected by law. Practitioner shall not use these names, symbols, trademarks or service marks in marketing, advertising, educational, solicitation activities, web sites or other materials without the prior written consent of BCBSM.
- 9.5 **Exercise of Medical Judgment** - Neither BCN nor BCBSM shall dictate or direct Practitioner in the practice of medicine or the exercise of medical judgment, nor shall Practitioner hinder BCN or BCBSM in the conduct of their business. BCN's quality management and BCBSM's Medical Management activities and designation of Affiliated Providers shall not be construed as a violation of this provision.
- 9.6 **Entire Agreement** – The BPP Provider Instructions and any exhibits, attachments and amendments to this Agreement are incorporated into and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding between BCN and Practitioner with regard to matters contained therein. Any prior agreements are hereby superseded. This Agreement is binding upon the parties, their respective successors, and BCBSM as BCN's designee.

- 9.7 **Third Party Rights** - Except as otherwise specifically stated herein, this Agreement is not intended to confer benefits or rights upon any person or entity not a party to it. A Member's rights under a Certificate do not give rise to any rights on behalf of Practitioner or other persons, facilities or agencies.
- 9.8 **Conflicts in Language** - In the event of a conflict between language contained in this Agreement and language contained in the BPP Provider Instructions, the provisions of this Agreement will take precedence and supersede.
- 9.9 **Governing Law** - This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.
- 9.10 **Incorrect Payments** - Practitioner shall promptly inform BCBSM and BCN upon discovery of any incorrect payment(s) made by BCBSM pursuant to this Agreement, and shall take prompt and effective measures to reimburse BCBSM for all such incorrect payment(s). Following audit or receipt of information, BCBSM or BCN may take all steps necessary to recover payments made incorrectly for whatever reason. Recoveries made pursuant to this Section may be taken from future payments owed to Practitioner under this Agreement. Recoveries of overpayments (by BCBSM) or underpayments (by Practitioner) shall be limited to two years after the date of initial payment except in cases of fraud on Practitioner's part. Interest shall accrue on the amount determined to be owed after all internal and administrative appeals are exhausted. Interest will be calculated from an appropriate date selected by BCN or BCBSM, and may be due on the date BCN or BCBSM first demanded that Practitioner pay the amount owed. Termination of this Agreement shall not limit in any way BCBSM's right to recovery under this Section.
- 9.11 **Parties to the Agreement** - The parties expressly acknowledge that this Agreement constitutes a contract between BCN and Practitioner and that BCN is an independent corporation operating under a license from BCBSA, an association of independent Blue Cross and Blue Shield Plans, permitting BCN to use the Blue Cross and Blue Shield Service Marks in the State of Michigan. BCN is not contracting as an agent of BCBSA. Practitioner further acknowledges and agrees that he/she has not entered into this Agreement based on representations by any person other than BCN and that no person, entity, or organization other than BCN shall be held accountable or liable to Practitioner for any of BCN's obligations created under this Agreement. This Section shall not create any additional obligations whatsoever on the part of BCN other than those obligations created under other provisions of this Agreement.
- 9.12 **Form and Means of Notice: General** - All notices to parties pursuant to this Agreement shall be in writing and shall be sent to the designated recipient set forth below. The addresses to which notices are sent may be changed by written notice to the other party.

To Practitioner: At the name and address in Practitioner's BPP application/credentialing materials or to such other address as Practitioner may have designated in writing to BCN.

To BCN: Regional Director, Provider Contracting
 BCN of Michigan Regional Office
 20500 Civic Center Drive
 Southfield, MI 48076

To BCBSM: BPP Administration Department
 MC B779
 27000 West 11 Mile Road
 Southfield MI 48034

The parties hereby execute this Agreement:

PRACTITIONER

BCN

Signature

Signature

Name (Print or Type)

Alison Pollard

Name (Print or Type)

Date

Vice President, Provider Affairs

Title

Date