

MEDICARE ADVANTAGE AMENDMENT

TO

PRACTITIONER AFFILIATION AGREEMENT

This amendment (**Amendment**) to the Practitioner Affiliation Agreement (**Agreement**) by and between **Blue Care Network of Michigan ("BCN")** and _____ (**"Practitioner"**) shall be effective _____.

The following sections shall be added to the Agreement under a new Article: **Medicare Advantage Provisions**. In the event of a conflict between this Amendment and language contained elsewhere in the Agreement, the provisions of this Amendment shall take precedence and supersede.

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** - 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 Practitioner qualifies for affiliation under Medicare Advantage in accordance with applicable criteria, standards and policies.
3. **Medical Records** – Practitioner shall maintain accurate and timely medical records for MA Members treated by 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 this Amendment or completion of audit, whichever is later. 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** – 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), 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 Practitioner, related entities and downstream delegates that pertain to BCN's Medicare Advantage Contract with CMS. 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 this Amendment or completion of audit, whichever is later.

5. **Nondiscrimination** - Practitioner shall provide Covered Services to MA Members in the same manner, quality and promptness as services are provided to Practitioner's other patients. Practitioner shall provide Covered Services in a manner consistent with professionally recognized standards of health care. Practitioner shall provide Covered Services in a culturally competent manner to MA Members of different cultural and ethnic backgrounds. 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, Practitioner agrees to look solely to BCN for payment for Covered Services rendered under this Agreement and to accept payment made in accordance with the Agreement as payment in full. 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. 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 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 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** – Practitioner acknowledges that payments to Practitioner pursuant to this Amendment are made, in whole or in part, from federal funds and that this Amendment is subject to all laws applicable to entities and individuals receiving federal funds. 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.

8. **Delegated Responsibilities** – Practitioner and any subcontractor or other downstream entity (delegate) to which 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 Practitioner and delegates with regard to delegated responsibilities described in this Section. Processes for performing delegated administrative responsibilities, including but not necessarily limited to Practitioner selection and credentialing, shall be reviewed, preapproved and monitored by BCN on an ongoing basis. If 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 herein. To the extent that 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.
9. **Claims Adjudication** - Covered Services provided by Practitioner to MA Members shall be paid at the lesser of billed charges or the applicable Medicare Professional Fee Schedule in effect on the date of service, less applicable Copayments. Covered Services not listed on the designated Fee Schedule will be paid at 65% of billed charges, less applicable Copayments. BCN or a designated, licensed TPA shall receive, process and pay in a timely manner claims for Covered Services rendered by 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 Practitioner. Simple interest on Clean Claims not timely paid will be computed at the rate of 12% per annum.
10. **Encounter/Claims Data** – Practitioner shall submit to BCN all data necessary to characterize the context and purposes of each encounter between Practitioner and MA Member and to facilitate claims adjudication in accordance with applicable CMS encounter reporting requirements. Practitioner must certify the accuracy, completeness and truthfulness of all such data to the best of his/her knowledge, information and belief.

11. **Continuation of Benefits** - Practitioner agrees that, even in the event of insolvency or other cessation of operations by BCN, 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 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.
12. **Non-interference** – Nothing in this Agreement shall be construed to prohibit or otherwise restrict 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.
13. **Adverse Actions**
 - A. **No Adverse Actions or Investigations** – 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 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** – Practitioner asserts that, to the best of his/her knowledge, information and belief, Practitioner has not been criminally convicted or had a civil judgment entered against him/her for fraudulent activities, nor has Practitioner been sanctioned under any Federal program involving the provision of health care or prescription drug services.
 - C. **No Excluded Or Debarred Individuals** – Practitioner asserts that, to the best of his/her knowledge, information and belief, 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** – 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.
14. **Compliance Plan** – 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 Practitioner's commitment to comply with all applicable federal and state standards. Practitioner is responsible for compliance training and education for his/her employees, including procedures for effective internal monitoring and auditing. Practitioner shall allow BCN to maintain appropriate oversight of training efforts under the compliance plan. BCN agrees to assist Practitioner as appropriate with education and training materials relating to this Agreement. Practitioner 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.

15. **Term and Termination** – This Amendment shall exist concurrently with Agreement and BCN’s Medicare Advantage Contract and shall expire upon termination of either contract. Subject to Continuation of Benefits provisions set forth herein, this Amendment may be terminated without otherwise affecting continuation of the Agreement:
- A. **Termination Without Cause** - The Amendment may be terminated by either party with or without cause upon sixty (60) days prior notice to the other party.
 - B. **Termination for Cause** - The Amendment may be terminated by either party in the event of a material breach by the other party. Such termination may be effected upon thirty (30) days prior notice, provided the breaching party has been given reasonable time and opportunity to cure the breach.
 - C. **Automatic Termination** – This Amendment shall terminate automatically and immediately in the event that Practitioner is debarred or excluded from or opts out of participation in the Medicare program or BCN reasonably believes that such termination is necessary to protect the health or safety of MA Member. In such case, BCN may immediately take steps to transfer MA Member to the care of another qualified Affiliated Provider.

PRACTITIONER

BCN

Signature

Signature

Name (Print or Type)

Alison Pollard

Name (Print or Type)

Date

Vice President, Provider Affairs

Title

Date