

PRACTITIONER AFFILIATION AGREEMENT

This Agreement is made by and between **Blue Care Network of Michigan** (hereinafter referred to as **BCN**) and _____ (hereinafter referred to as **Practitioner**), a Michigan licensed health care practitioner.

This Agreement is effective _____ (Date to be entered only by BCN) for an initial term through the end of the calendar year. The Agreement shall renew automatically for additional one-year terms unless otherwise terminated as provided below.

WHEREAS, BCN, a nonprofit corporation and health maintenance organization licensed by the State of Michigan, desires to offer managed care services to persons residing throughout its service areas;

WHEREAS, Practitioner is a provider of health care services in the BCN service areas and wishes to provide Covered Services to BCN Members.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: DEFINITIONS

- 1.1 **Affiliated Hospital** - A state licensed, Medicare-certified acute care facility which has a contract with BCN for hospital services 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 physicians with 24 hour nursing service by registered nurses. Affiliated 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.
- 1.2 **Affiliated Provider** – A qualified provider of Covered Services, including hospitals, facilities, agencies, physicians and other practitioners, that provides Covered Services to BCN Members under the terms and conditions of a signed BCN provider affiliation agreement.
- 1.3 **Agreement** - This Agreement between BCN and Practitioner, including all incorporated exhibits, attachments and amendments hereto.
- 1.4 **Blue Care Network of Michigan or BCN** - A nonprofit corporation and health maintenance organization affiliated with Blue Cross and Blue Shield of Michigan and certified by the State of Michigan under applicable Michigan statutory authority. BCN is financed on a prepaid basis. BCN is not an insurance company.
- 1.5 **BCN Service Company (BSC)** - A Michigan licensed Third Party Administrator and wholly owned subsidiary of BCN, that provides administrative services, including claims payment, in support of various BCN commercial products, including but not necessarily limited to self-funded health care coverage for employer groups.
- 1.6 **Blue Cross and Blue Shield of Michigan or BCBSM** - The nonprofit health care corporation which is the parent company of BCN. BCBSM is not an insurance company.

- 1.7 **Certificate** - The documents issued by BCN, BSC or by another third party payer under a subcontracting arrangement with BCN, specifying the services and benefits to which Members are entitled under a Health Benefits Product.
- 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 BCN-designated claim form, and containing all pertinent information as may be required in accordance with applicable statutory and regulatory guidelines.
- 1.9 **Copayment** - Any amount, excluding Deductible, required to be paid by or on behalf of a Member for Covered Services under a Certificate.
- 1.10 **Covered Services** - Services to which Members are entitled under a Certificate.
- 1.11 **Deductible** - The amount of expenses for which a Member is responsible before Covered Services will be paid under a Certificate.
- 1.12 **Health Benefits Product** - A health benefit plan offered directly by BCN or indirectly by BCN pursuant to a subcontract with another third party payer to render Covered Services to Members under the terms and conditions of a Certificate.
- 1.13 **Member** - Any person entitled to receive Covered Services pursuant to a Certificate.
- 1.14 **BCN-65 Member** - A Medicare eligible Member who is enrolled with BCN under a Medicare wrap-around benefits Certificate which covers Medicare Copayments and Deductibles and provides additional benefits, including preventive health services, not covered under Medicare Parts A and B.
- 1.15 **Practitioner** – A licensed allopathic or osteopathic physician or other nonphysician health practitioner who has agreed to provide medical care and health related services to Members in accordance with the terms and conditions of this Agreement.
- 1.16 **Primary Care Practitioner or PCP** – A licensed allopathic or osteopathic physician whose practice is general, family, pediatric or internal medicine or other licensed physician or qualified nonphysician practitioner individually designated by BCN who is affiliated with BCN for the purposes of providing, arranging and managing medical care and services for Members under the terms and conditions of a BCN provider affiliation agreement.
- 1.17 **Provider Manual** - A working document, including associated BCN bulletins and provider notices, which defines certain terms of this Agreement and provides specific guidelines and direction for carrying out the responsibilities of Affiliated Providers.
- 1.18 **Third Party Administrator (TPA)** – An entity, licensed under the Michigan Third Party Administrator Act and contracted by BCN to provide certain delegated administrative services under this Agreement.

ARTICLE II: PRACTITIONER OBLIGATIONS

- 2.1 **Qualifications/Standards of Care** – Practitioner shall maintain all licenses, certifications and accreditations required by law. Practitioner shall provide proof of applicable licenses, certifications, accreditations and hospital privileges upon request by BCN and shall promptly notify BCN of any loss, revocation or suspension of any such licenses, certifications, accreditations or hospital privileges. Practitioner shall provide all Covered Services in a manner consistent with professionally recognized standards of health care.
- 2.2 **Credentialing Requirements** – Practitioner shall comply fully with BCN credentialing requirements applicable to Practitioner and health care personnel supervised by Practitioner. Practitioner shall promptly notify BCN of any material changes in professional licensure, hospital privileges or other professional status.
- 2.3 **Providing Covered Services** - Practitioner shall follow the authorization and referral procedures set forth in the Provider Manual for the authorization and payment of Covered Services. Practitioner shall provide authorized Covered Services to Members consistent with the scope of his/her license to practice. Practitioner shall consult with and seek further authorization from BCN or Member’s Primary Care Practitioner if he/she believes that additional treatment or tests are needed beyond those initially authorized.
- 2.4 **BCN Administrative Programs** – Practitioner shall cooperate with BCN's quality management, medical management, network management, Member education, Member grievance, claims processing and administration, clinical and nonclinical performance measurement and improvement programs, and other policies, procedures and corrective measures reasonably established by BCN to effect the terms and provisions of this Agreement.
- 2.5 **Mandated Provisions** – Practitioner shall comply with all applicable legislative, regulatory and certification requirements, whether or not explicitly set forth herein.
- 2.6 **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 commensurate with applicable industry standards for all sites utilized by Practitioner for provision of Covered Services. Practitioner shall furnish evidence of this insurance coverage upon request by BCN and shall promptly notify BCN in the event of any loss or impairment of the required coverage or when more than half the annual limit has been exhausted. In the event that 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 required limits for professional liability coverage in accordance with applicable industry standards.
- 2.7 **BCN Designation of Panel Providers** - Practitioner acknowledges BCN's authority to designate specific hospitals, facilities, agencies, physicians and other practitioners as preferred or exclusive Affiliated Providers of Covered Services for Members and shall cooperate with BCN in the designation and utilization of such Affiliated Providers.
- 2.8 **Identifying Information** - Practitioner shall provide to BCN all identifying information including name, address, central telephone number, tax ID number, NPI numbers and office hours. Reasonable advance notice to BCN is required for changes in such information.

- 2.9 **Nondiscrimination** - Practitioner shall furnish Covered Services to Members in the same manner, quality and promptness as services are provided to Practitioner's other patients. Practitioner shall not discriminate against any 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 health care services under this Agreement.
- 2.10 **Health Improvement Programs** - Practitioner shall encourage Member participation in various health education, health maintenance and disease management programs offered by and through BCN and shall promote Members' adoption of healthy behaviors.
- 2.11 **Access to Covered Services** – Practitioner shall make necessary and appropriate arrangements to ensure the availability of Covered Services to Members on a twenty-four (24) hours per day, seven (7) days per week basis.
- 2.12 **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, 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, regardless of BCN benefit coverage limitations. It is recognized that Members may consent to receive services that are not Covered Services or are not authorized by BCN and therefore, may be payable by Member. Practitioner is responsible for confirming all proposed services as Covered Services and for verifying proper authorization of such services prior to treating Member. When proposed services are not payable by BCN, Practitioner must inform Member in advance and should document in writing Member's consent to be billed for the services.
- 2.13 **Treatment Sites** – Practitioner shall ensure that facilities in which Members will be received, screened and treated meet applicable state and local fire, safety and sanitation codes.

ARTICLE III: BCN OBLIGATIONS

- 3.1 **Administrative Programs** - BCN shall develop and coordinate quality management, medical management, network management, Member education and Member grievance Programs for the purpose of effecting and administering this Agreement.
- 3.2 **Program Changes** - BCN shall give Practitioner prior notice of substantive changes in Covered Services benefits, authorization requirements and procedures, and BCN payment policies and procedures.
- 3.3 **Credentialing/Professional Review** - BCN shall review the applications and credentials of health care providers applying for affiliation with BCN. BCN shall develop and coordinate review activities related to credentialing, quality management, and medical management, as described in the Provider Manual. BCN reserves the right to refuse or terminate affiliation status of any provider or Affiliated Provider.

- 3.4 **Claims Adjudication** - 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 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 shall provide inquiry services for Members, providers and the general public.
- 3.6 **Legal/Regulatory Functions** - BCN shall perform the legal and regulatory functions required under applicable State and Federal laws.
- 3.7 **Designation of Panel Providers** - BCN shall establish contractual arrangements with hospitals, facilities, agencies, physicians and other practitioners and may designate certain providers as preferred or exclusive Affiliated Providers of Covered Services. BCN will publish listings of Affiliated Providers and will update such listings from time to time. BCN reserves the right to refuse or terminate the affiliation status of any provider or Affiliated Provider.

ARTICLE IV: BILLING AND PAYMENT

- 4.1 **Claims** – Practitioner shall submit claims for billable Covered Services using the appropriate designated UPI number either electronically using BCN-specified formats or in written form on BCN-designated claim forms. Electronic claims submission will be preferred over hard copy formats. 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 will at BCN’s discretion, render the claim unpayable. Billing of Members for claims denied or recovered under this section is prohibited by Member Hold-Harmless provisions set forth herein.
- 4.2 **Medicare Wrap-around Benefits** – In the case of BCN-65 Members, different rules of billing and payment shall apply. For such Members, Practitioner shall first bill to and accept payment from Medicare for Covered Services on an accept-assignment basis prior to billing BCN for wrap-around benefits.
- 4.3 **Payment for Covered Services** – Covered Services shall be paid in accordance with the rates described below or in a separate relevant amendment to the Agreement.
 - A. **Commercial Members** - For Members enrolled in BCN’s Commercial HMO Product (Commercial Members), Practitioner will be paid at the lesser of billed charges or (1) BCN’s applicable Commercial Professional Fee Schedule or (2) any applicable separate payment agreement between Practitioner and Member’s referring PCP, less applicable Copayments. Covered Services not listed on the designated Fee Schedule or applicable separate payment agreement will be paid at 65% of billed charges, less applicable Copayments.
 - B. **BCN-65 Members** – After adjudication of primary payment by Medicare, claims for supplemental benefits provided to BCN-65 Members will be paid in accordance with Medicare rules and guidelines for payment of such Covered Services.

- C. **Audit of Claims** - BCN conducts an unbundling audit of all submitted claims to ensure appropriate coding, based on established clinical edit rules. In the event the audit identifies an improper use or combination of billing codes, certain billed service(s) may be denied. All services denied in accordance with this provision are subject to Member Hold Harmless provisions set forth in the Agreement.
- 4.4 **Coordination of Benefits** – Practitioner shall request information from Members regarding other payers which may be primarily responsible for Member’s Covered Services. Practitioner shall pursue payment from such other responsible payers and shall bill BCN only for Covered Services not payable by the primary payer. All payment amounts received from other primary payers for Covered Services shall be promptly credited against or deducted from billable amounts otherwise payable under this Agreement. Except with regard to BCN-65 Members, fee-for-service payments by BCN 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 BCN as primary payer under this Agreement.
- 4.5 **Statutory Health Benefits** - Practitioner shall provide Covered Services to Members even though there might be liability to another party under Worker's Compensation, Occupational Disease, or other statutory coverage. Practitioner shall bill the appropriate responsible party for Covered Services and shall provide information to BCN regarding the applicability of such statutory coverage.
- 4.6 **Copayments and Deductibles** - Except in cases of extreme financial hardship that are documented in the Member’s medical record or where reasonable collection efforts have failed, Practitioner shall collect all applicable Copayments and Deductibles, including Medicare Copayments and Deductibles, which are the Member’s responsibility.
- 4.7 **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 BCN or TPA 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 TPA) 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 to Members on a fee-for-service basis. 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 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.
- 4.8 **Practitioner Associates** - In the event that Practitioner practices in association with other practitioners who are not Affiliated Providers, Practitioner shall ensure that all such associates who provide Covered Services to Members bill BCN directly and accept applicable BCN payment rates under this Agreement as payment in full. Practitioner shall report to BCN the names of all such associates so that BCN may consider whether to directly affiliate with them. All Covered Services provided by Practitioner's associates are subject to Member Hold Harmless provisions herein. Practitioner understands and agrees that any additional payments demanded by Practitioner's associates in excess of applicable BCN payment rates may be charged back to Practitioner by BCN.

- 4.9 **Transitional Care for Federal Employee Health Benefits (FEHB) Members** – For Members enrolled with BCN under FEHB group coverage, special transitional care provisions apply. In the event that a FEHB Member who is receiving treatment by Practitioner for a chronic or disabling condition or in the second or third trimester of pregnancy undergoes an involuntarily disaffiliation from BCN or Practitioner undergoes disaffiliation from BCN for reasons other than cause, Practitioner shall continue to provide Covered Services in accordance with this Agreement for up to 90 days or in the case of pregnant members, through the end of postpartum care, whichever is later. Patients receiving transitional care after a disaffiliation event will not be required by Practitioner to pay any more for such care than they had paid before disaffiliation. Until such time as replacement coverage takes effect or the patient is transferred to a new Affiliated Provider, BCN shall continue to pay according to the terms of this Agreement for all Covered Services provided. Practitioner shall accept such payment as payment in full in accordance with Member Hold-harmless provisions set forth herein.

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 identify a particular Member.
- 5.2 **Reporting Covered Services** - Practitioner shall submit to Member's PCP a prompt written report of all Covered Services provided to the Member.
- 5.3 **Administrative Access to Records** – In accordance with applicable law and in particular, applicable HIPAA records access standards, Practitioner shall provide access by BCN to Member medical records upon reasonable request in order to facilitate its role in adjudicating claims, conducting quality management and utilization management and handling Member complaints. Upon reasonable request by BCN, Practitioner shall provide copies of Members' medical records for such purposes without additional charge.
- 5.4 **Access Pursuant to Member Appeals** – Practitioner shall, within ten (10) days of BCN request, provide copies of specified Members' medical records to enable BCN to meet statutorily-imposed time frames for resolving Member appeals. The parties acknowledge that, because of substantial fines and penalties imposed under applicable legislation, timely provision of records under this section is extremely important. Both parties agree to fully cooperate with one another to minimize delays in the production of such records.
- 5.5 **Regulatory Access to Records** - Upon reasonable request and as permitted and/or required by law, Practitioner shall provide access by BCN and legally authorized peer review and government representatives to Practitioner's facilities for the purpose of inspecting the facilities and/or Members' medical records.
- 5.6 **Member Access to Records** – Upon reasonable advance notice and in accordance with applicable state and federal law and regulation, Practitioner shall provide access by Member or in the case of minor children, Member's parent or legal guardian to Member's medical records. Practitioner may limit such access by parents or legal guardians of minor children as permitted or required by law.

- 5.7 **Confidentiality of Member Records** – In accordance with applicable state and Federal statutes and regulations, BCN and Practitioner shall not disclose Members’ medical, personal, or financial records or information except to an authorized representative of BCN, or to a properly identified and authorized government agent and as otherwise specifically provided in this Agreement or as required or permitted by law or pursuant to the separate written consent of Member.
- 5.8 **Business Records** – Practitioner shall maintain accurate records of all matters pertaining to this Agreement. Such records must be kept in accordance with generally accepted business practices.
- 5.9 **BCN Audit of Records** – BCN shall have the right at all 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 directly to this Agreement during the term of the Agreement and for a period of three (3) years from the date of final payment under the Agreement. BCN’s access shall be limited to records reasonably necessary to fulfill network management and oversight responsibilities imposed by applicable regulatory and certification agencies. At BCN’s option, any audit or inspection may be performed by BCN’s own internal auditors and/or independent auditors selected by BCN. Practitioner shall include in all subcontractor agreements a similar right of inspection and audit of subcontractor records by BCN.
- 5.10 **Confidentiality of Business Information** - BCN and Practitioner agree to hold all confidential or proprietary information or trade secrets of each other in trust and confidence and agree that such information shall be used only for the purposes contemplated by this Agreement. The parties shall keep strictly confidential all compensation arrangements set forth in this Agreement, except as otherwise required by law. This section shall not be construed to restrict BCN from sharing all such information with BCBSM and its subsidiaries.

ARTICLE VI: TERM AND TERMINATION

- 6.1 **Termination** – This Agreement may be terminated by either party at any time and for any or no reason upon sixty (60) days prior notice to the other party. 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 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 felony crime;
 - E. Practitioner’s practice declares bankruptcy or insolvency;
 - F. Practitioner submits false or misleading information to BCN or a BCN-related entity;
 - G. Practitioner relocates his/her practice outside the BCN service areas.

Termination of this Agreement does not relieve Practitioner of any outstanding obligations to BCN or Members receiving care or treatment prior to or at the time of termination.

- 6.2 **Continuity of Care** - Termination 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. If, as permitted by Michigan law, Practitioner continues to provide Covered Services to Members after this Agreement terminates or expires, Practitioner agrees as follows:
- A. BCN shall continue to pay for such Covered Services under the terms of this Agreement and Practitioner shall accept such payment as payment in full in accordance with Member Hold-harmless provisions set forth herein.
 - B. Practitioner shall continue to comply with BCN administrative programs including but not limited to quality management, medical management, network management, Member education, Member grievance, claims processing and administration, clinical and nonclinical performance measurement and improvement programs, and other policies, procedures and corrective measures reasonably established by BCN to effect the terms and provisions of this Agreement.
- 6.3 **Notification of Members** - Within 15 days after learning of the effective date of termination this Agreement, BCN shall notify all affected Members regarding such termination and its effective date. BCN shall establish procedures to assist Members in the transfer of care to another Affiliated Provider. BCN shall inform Members regarding the personal financial consequences of continuing care with a disaffiliated provider. Practitioner shall notify any Member seeking services after termination that Practitioner is no longer affiliated with BCN for the provision of Covered Services.
- 6.4 **Form and Means of Notice: Termination** - All notices provided pursuant to this Article shall be sent to the designated recipient set forth herein (a) by certified mail, return receipt requested or (b) by overnight courier, return receipt requested. Notices given hereunder shall be deemed given upon documented receipt.

ARTICLE VII: REMEDIES OF THE PARTIES

- 7.1 **Good Faith Resolution of Disputes** - In the event that disputes or problems may arise hereunder, the parties agree to meet in good faith to attempt to settle such disputes or problems.
- 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 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 the right to terminate the Agreement.
- 7.4 **Actions Pending Resolution of Dispute** - Notwithstanding any provisions of this Agreement to the contrary, and even during pending litigation, BCN may take all necessary actions, including transfer of Members to another qualified Affiliated Provider if BCN, in good faith, believes that Practitioner's actions endanger Members' health, safety or reasonable access to medical services or expose BCN or its Members to unreasonable financial liability.
- 7.5 **Disputed Claims/Medical Necessity** - Disagreements between BCN and Practitioner pertaining to disputed claims or the issue of medical necessity will be resolved according to the appeal procedures set forth in the Provider Manual for such disputes.

ARTICLE VIII: AMENDMENT

- 8.1 **Mutual Agreement** - This Agreement may be amended from time to time as mutually agreed by the parties. Such amendment shall be effective when agreed to in writing by Practitioner and the authorized officer of BCN.
- 8.2 **Generally Applicable Amendments** - When an amendment to this Agreement is intended to be of general application to existing agreements between BCN and practitioner Affiliated Providers, BCN may in its discretion give Practitioner sixty (60) days notice of the proposed amendment, in which case the amendment shall become a binding part of the Agreement.
- 8.3 **Financial Terms** – Payment terms described in this Agreement may be revised by BCN at any time upon ninety (90) days notice to Practitioner.
- 8.4 **Mandated Amendments** – Amendments to this Agreement which are required because of applicable legislative, regulatory or certification requirements do not require the prior approval of Practitioner and shall become effective upon prior notification of Practitioner by BCN.
- 8.5 **Amendments Subject to Regulatory Approval** – Amendments to this Agreement which are subject to prior approval of or notice to any federal or state regulatory agency shall not become effective until all necessary approvals have been granted or required notice periods have expired.
- 8.6 **Provider Manual Revisions** - Updates and modifications of the Provider Manual do not require the prior approval of Practitioner. Upon prior notification, BCN may modify the Provider Manual from time to time within the scope of this Agreement 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** - Each party to this Agreement is acting in the capacity of an independent contractor and shall not be regarded as the servant, agent, or principal of the other party. This Agreement is a contract for the provision of health care 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 for Practitioner including, but not necessarily limited to name, office locations, specialties of practice, board certification status, performance data and Affiliated Hospitals in which Practitioner maintains staff privileges. BCN shall treat peer review and malpractice-related information concerning Practitioner as confidential information. Practitioner shall not use BCN's name, symbols, trademarks or service marks in marketing, advertising, educational or solicitation activities or materials without BCN's prior written consent.
- 9.4 **Exercise of Professional Judgment** - BCN shall neither dictate nor direct Practitioner in his/her health care practice or the exercise of professional judgment, nor shall Practitioner hinder BCN in the conduct of its business. BCN's quality management and medical management activities and designation of exclusive or preferred Affiliated Providers shall not be construed as a violation of this provision.

- 9.5 **New Health Benefits Products** - BCN and Practitioner shall cooperate in the incorporation of new Health Benefits Products which may be offered by BCN or a BCN-affiliate. Such Products may include without limitation, HMO group plans, point of service plans, third party administrator plans, commercial shared risk arrangements, Medicare and Medicaid risk arrangements and managed workers' compensation plans. New Health Benefits Products may be added to this Agreement by BCN in accordance with amendment provisions set forth herein for Generally Applicable Amendments.
- 9.6 **Entire Agreement** - The Provider Manual and all 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 herein. There are no other agreements, conditions or representations, oral or written, expressed or implied, and any prior agreements are hereby superseded. This Agreement is binding upon the parties and their respective successors.
- 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, and it shall not be interpreted or construed to give rise to any right or benefit on behalf of any third party. A Member's rights under a Certificate do not give rise to any rights on behalf of Practitioner or other persons, facilities or agencies unless otherwise specifically set forth in this Agreement.
- 9.8 **Conflicts in Language** - In the event of a conflict between language contained this Agreement and language contained in the Provider Manual, the provisions of this Agreement shall 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 **Waiver of Breach** - The waiver by any party of a breach or violation of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- 9.11 **Incorrect Payments** - Each party shall promptly inform the other upon discovery of any incorrect payment(s) made under this Agreement and shall take prompt and effective measures to remedy such incorrect payment. Upon audit or exchange of information as provided herein, BCN shall have the right of denial or recovery of payments incorrectly made for whatever reason. Recoveries made pursuant to this Section may be made from any future payments owed to Practitioner. BCN will limit the time frames for such recoveries in accordance with applicable BCN recovery policies. Termination of this Agreement shall not terminate or otherwise limit BCN's right of recovery under this Section.
- 9.12 **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 Blue Cross and Blue Shield Association (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.

9.13 **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 to be sent may be changed by written notice to the other party. Except as otherwise specified in this Agreement or in the Provider Manual, either party may communicate required notices by first class mail. BCN may communicate general notices to Affiliated Providers in the Network News or BCN web site postings or in other appropriate written or electronic provider bulletins periodically issued by BCN.

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

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

PRACTITIONER

BCN

Signature

Signature

Name (Print or Type)

Alison Pollard

Name (Print or Type)

Date

Vice President, Provider Affairs

Title

Date

ADDENDUM TO
PRACTITIONER AFFILIATION AGREEMENT
TPA ADMINISTRATION OF SELF-FUNDED PRODUCTS

THIS ADDENDUM to the Agreement between BCN and Practitioner is effective as of the initial effective date of the Agreement.

1. BCN Services Company (“TPA”), is a Michigan third-party administrator and wholly owned subsidiary of BCN, and provides administrative services, including claims payment, in support of self-funded health care coverage for employer groups.
2. Covered Services for the TPA Members will be provided by Affiliated Providers, including Practitioner, in accordance with the terms of the Agreement.
3. Except in the event that TPA Member has primary coverage with another carrier or third party payer and except for applicable Copayments or Deductibles, Practitioner agrees to look solely to TPA for payment for TPA Covered Services rendered under the 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 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 BCN, TPA Member or person (other than TPA) acting on behalf of TPA Member for TPA Covered Services provided pursuant to the 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 to TPA Members on a fee-for-service basis. This provision shall survive termination of the Agreement for TPA 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 TPA Member and BCN. 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 TPA Member or person acting on TPA Member's behalf, insofar as such contrary agreement relates to liability for payment of TPA Covered Services provided under the Agreement.
4. This document is intended as a clarification of the Agreement, and the terms and conditions of the Agreement remain in effect; provided, however, that if any terms of the Addendum and Agreement conflict, the terms of the Addendum shall supersede.