

BLUE CROSS BLUE SHIELD OF MICHIGAN
MEDICARE ADVANTAGE PPO PROVIDER AGREEMENT
FEDERALLY QUALIFIED HEALTH CENTER
FACILITY ATTACHMENT

This Blue Cross Blue Shield of Michigan Medicare Advantage PPO Federally Qualified Health Center Facility Attachment (“Attachment”) is entered into by Blue Cross Blue Shield of Michigan (“BCBSM”) and the clinic (“Provider”) listed on the Signature Document.

Whereas Provider desires to participate in BCBSM’s Medicare Advantage PPO Program for the purpose of providing health care services to BCBSM Medicare Advantage PPO Members (“Members”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Provider and BCBSM agree to the following terms and conditions of participation in BCBSM’s MA PPO Network:

REIMBURSEMENT:

Compensation paid by BCBSM in each category noted below shall be net of (i.e. less) any Copayment required from the Member according to the Medicare Benefit Contract as well as any payment made by or that is the primary responsibility of a third party under coordination of benefit provisions.

1. Covered Services

- a. BCBSM will determine Provider’s payment rate based on documentation of Provider’s Medicare all-inclusive per-visit payment rate billed on a UB-04, namely Provider’s most recently received FQHC per-visit rate letter from CMS.
- b. Provider agrees to provide BCBSM with its updated FQHC per-visit rate letter upon receipt from CMS. Provider’s payment rates will be adjusted only in accordance with the updated FQHC per-visit rate letter, the first of the following month, after thirty (30) days of its receipt by BCBSM. Such letter will be given to BCBSM no later than 30 days after Provider receives it from CMS.
- c. There will be no retroactive pricing and claim adjustments.

2. Provision of Information

- a. Provider agrees to submit to BCBSM, copies of its latest filed and latest approved (settled) Medicare cost reports upon request.
- b. BCBSM will treat as confidential any information and data submitted under this section to the extent that such information is not generally publicly available through any other means, including freedom of information requests submitted to the fiscal intermediary.

3. Miscellaneous

- a. BCBSM reserves the right to exclude Covered Services from reimbursement by the establishment of limited specialty networks for such services. BCBSM will provide notice of such excluded services as required under this Agreement.
- b. Provider agrees to participate in BCBSM's incentive, gainsharing or quality improvement programs. Notice of incentive, gainsharing or quality improvement programs will be provided in advance of the implementation of any such programs.

This Attachment shall become part of the BCBSM Medicare Advantage PPO Provider Agreement. This Attachment is enforceable under the terms and conditions contained herein and, in the event of a conflict between the language of this Attachment and the Agreement, the language of the Attachment shall prevail with respect to the services and benefits to be rendered.