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**MEDICARE ADVANTAGE  
AMBULANCE PROVIDER  
PARTICIPATION AGREEMENT**

This Medicare Advantage (“MA”) Ambulance Provider Participation Agreement (“Agreement”) is entered into by Blue Cross Blue Shield of Michigan (“BCBSM”), Blue Care Network of Michigan, Blue Care of Michigan, Inc. (these two collectively “BCN”), and the undersigned Ambulance Operator (“Provider”).

WHEREAS, under contracts with the Centers for Medicare and Medicaid Services (CMS), BCBSM operates various Medicare Advantage PPO plans under the name Medicare Plus Blue<sup>SM</sup> PPO, and BCN operates various Medicare Advantage HMO plans under the name BCN Advantage<sup>SM</sup> HMO.

WHEREAS, Provider agrees to supply ambulance services to Members enrolled in MA plans operated by BCBSM and BCN, either via ground or air, as each situation demands;

WHEREAS, each party enters into this Agreement with the full understanding that it is solely responsible for its members or enrollees;

WHEREAS, each party to this Agreement is incurring its own rights and obligations, independent of any other party to this Agreement;

WHEREAS, each party to this Agreement is liable only for the claims by its members or enrollees;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, BCBSM, BCN, and Provider agree as follows:

**1. EFFECTIVE DATE**

1.1. This Agreement shall become effective on the Effective Date as referenced on the Signature Document hereof. The Agreement shall remain binding until terminated pursuant to the termination provisions of this Agreement.

**2. DEFINITIONS**

2.1. If not specifically defined herein, the terms included herein shall have the meaning required by law to be applicable to the parties under the terms of BCBSM or BCN’s Medicare Advantage contract with Centers for Medicare and Medicaid Services (“CMS”) and the regulations promulgated in Title 42 CFR Parts 422 and 423.

2.2. **Agreement.** This document, and any exhibits, Attachments or addenda hereto, and other documents specifically referenced and incorporated herein, including the Provider’s application for participation, BCBSM’s MA PPO Provider Manual (“MA PPO Provider Manual”), BCN’s Provider Manual, and such other documents and modifications as may be made pursuant to this document.

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- 2.3. **Beneficiary.** An individual entitled to and duly enrolled in Medicare.
- 2.4. **BCBSM MA PPO Provider Manual or BCN Provider Manual.** Comprehensive guidelines, policies and procedures as established and published by BCBSM and BCN for Participating Providers.
- 2.5. **Blue Care Network (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. Blue Care Network of Michigan is financed on a prepaid basis. Blue Care Network of Michigan is not an insurance company.
- 2.6. **Blue Care of Michigan, Inc. or BCMI.** A nonprofit corporation and health carrier affiliated with Blue Cross and Blue Shield of Michigan and certified by the State of Michigan. BCMI is financed on a prepaid basis. BCMI is not an insurance company.
- 2.7. **Blue Cross Blue Shield of Michigan (BCBSM).** The non-profit health care corporation which is the parent company of BCN.
- 2.8. **Clean Claim.** A claim that: (1) has no defect, impropriety, lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment; and (2) otherwise conforms to the clean claim requirements for equivalent claims under original Medicare.
- 2.9. **Copayment.** An amount due from Member as his or her portion of total compensation due to Provider for rendering Covered Services. As used herein the term Copayment shall be inclusive of any fixed dollar copayments per service, percentage co-insurance amounts per service or deductible amounts payable by Member before BCBSM or BCN assume financial liability for payment of a Covered Service.
- 2.10. **Covered Services.** Those ambulance services rendered to a Member for which BCBSM or BCN shall provide coverage and payment in accordance with the terms of the Member's MA Benefit Contract and this Agreement.
- 2.11. **Downstream Entity.** As defined in 42 C.F.R. § 422.2, any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between BCBSM or BCN and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.
- 2.12. **Medical Necessity (Medically Necessary).** Those health care services that Providers, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

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- a. In accordance with generally accepted standards of medical practice;
  - b. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease;
  - c. Not primarily for the convenience of the Member, Provider, or other health care provider.
- 2.13. **MA Benefit Contract.** An individual contract between a Member and either BCBSM or BCN, or between an employer group or other entity and either BCBSM or BCN, under which a Member is entitled to receive Covered Services as described in the applicable MA Evidence of Coverage ("EOC") document and Summary of Benefits ("SB") document.
- 2.14. **MA Program.** BCBSM and BCN's program to provide and pay for Covered Services to Members under an MA Benefit Contract and BCBSM or BCN's contract with CMS, authorized under Title XVIII, of the Social Security Act, as amended (otherwise known as Medicare).
- 2.15. **Medicare Service Area.** The area(s) approved by CMS as being the area(s) to which BCBSM and BCN may market and enroll Beneficiaries in their respective MA plans. BCBSM and BCN's respective MA Programs may include more than one MA plan, with each plan having its own service area.
- 2.16. **Members.** Medicare beneficiaries entitled to receive coverage for certain health care services under a MA Benefit Contract with either BCBSM or BCN and whose enrollment with BCBSM or BCN has been confirmed by CMS.
- 2.17. **Participating Provider.** (1) Any individual who is engaged in the delivery of health care services for Members in BCBSM's MA PPO network or BCN's BCN Advantage network and is licensed or certified by the state to engage in that activity in the state; and (2) Any entity that is engaged in the delivery of health care services for Members in BCBSM's MA PPO network or BCN's BCN Advantage network and is licensed or certified to deliver those services if such licensing or certification is required by state law or regulation.

### 3. **PROVIDER OBLIGATIONS**

- 3.1. **Qualifications/Standards of Care.** Provider shall maintain all licenses, certifications and accreditations required by law, certification under Titles XVIII and XIX of the Social Security Act and a new Provider must enroll with BCBSM and BCN. Provider shall provide proof of applicable licenses, certifications and accreditations upon request by BCBSM and/or BCN and shall promptly notify BCBSM and BCN of any loss, revocation or suspension of any such licenses, certifications or accreditations. Provider shall render all Covered Services in a

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manner consistent with professionally recognized standards of health care.

- 3.2. **Provision of Covered Services.** Provider agrees to render Covered Services to Members eligible for coverage under Title XVIII of the Social Security Act, as amended, in accordance with the terms, conditions and requirements of BCBSM and BCN's MA Program. Such MA Program requirements include the provisions of BCBSM and BCN's applicable EOC, Summary of Benefits documents, operational policies and procedures, authorization and referral procedures, utilization management program and quality management program requirements with which Provider shall comply in rendering Covered Services. BCBSM and BCN shall supply Provider with their respective MA Program requirements not set forth in this Agreement through the BCBSM MA PPO Provider Manual, the BCN Provider Manual, and any amendments thereto, or through other written or electronic communications. Determination of Covered Services shall be governed by coverage guidelines established by BCBSM, BCN, and their respective MA Programs, with BCBSM or BCN being solely responsible for final coverage determination, subject to the applicable appeal procedures.
- 3.3. **Compliance.** Provider agrees to comply with BCBSM and BCN's policies and procedures including payment, billing and reimbursement policies, the BCBSM MA PPO Provider Manual, the BCN Provider Manual, BCBSM and BCN's contractual obligations to CMS, and all applicable federal, state and local laws, rules and regulations, now or hereafter in effect including Medicare laws, regulations, reporting requirements and CMS instruction, including Member appeal and dispute resolution procedures related to Covered Services provided to a Member. Payments to Provider are made, in whole or in part, from Federal funds, and subject Provider to all laws applicable to the individuals or entities who receive Federal funds, including the False Claims Act (32 USC 3729, *et seq.*), the Anti-kickback Statute (Section 1128B(b) of the Social Security Act), Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR Part 160, 162, and 164, and the Rehabilitation Act of 1973. Provider agrees to comply with all such federal laws and regulations. Should Provider be out of compliance with any applicable law, regulations, policies or procedures, Provider will be afforded a 90-day period to cure any such noncompliance. Failure to cure any noncompliance may result in BCBSM or BCN's exercise of its immediate termination rights pursuant to Section 6.3. Notwithstanding anything to the contrary in this Section, CMS shall retain its right to terminate this Agreement at any time.
- 3.4. **Medical Management and Quality Improvement Programs.** Provider shall cooperate and comply with all applicable BCBSM and BCN medical policies and quality improvement, performance improvement programs, medical management programs, and credentialing or privileging requirements specific to a particular procedure, including but not limited to programs or initiatives to improve the accuracy and scope of coding in records of encounters with Members, and programs designed to improve Health Plan's performance on CMS Star quality measures. Such cooperation and compliance shall include, but not be limited to, making all information regarding medical policy, medical management and quality improvement available to BCBSM, BCN, and CMS upon request, and providing to BCBSM or BCN such data as may be necessary to implement their respective MA Program's quality improvement program and credentialing and re-

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credentialing requirements. Provider shall also participate in CMS and the U.S. Department of Health and Human Services (“HHS”) applicable quality improvement initiatives. To the extent applicable in connection with Provider’s administration or delivery of prescription drug benefits under Part D of the MA PPO Program, Provider shall cooperate with BCBSM’s quality assurance, drug utilization management and medication therapy management programs, and shall support e-prescribing.

- 3.5. **Non-Discrimination.** Provider shall not discriminate against any Member in the provision of Covered Services on the basis of Member’s coverage under a MA Program, age, gender, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services or supplies, claim experience, medical history, evidence of insurability (including conditions arising out of domestic violence), genetic information, or other unlawful basis including, without limitation, the filing by such Member of any complaint, grievance or legal action against Provider, BCBSM or BCN.
- 3.6. **Noninterference with Advice to Members.** Nothing in the Agreement is intended to prohibit or restrict Provider from advising or advocating on behalf of a Member regarding: (1) Member’s health status, medical care, or treatment options (including alternative treatments that may be self-administered), including providing sufficient information to Member to provide an opportunity to decide among all relevant treatment options; (2) the risks, benefits and consequences of treatment or non-treatment; and (3) the opportunity for Member to refuse treatment and express preferences about future treatment decisions. Provider must provide information regarding treatment options in a culturally competent manner, including the option of no treatment. Provider must assure that individuals with disabilities are furnished with effective communications in making decisions regarding treatment options.
- 3.7. **Prohibition on Removal of Members.** Neither Provider nor Provider’s employees shall request, demand, require or otherwise seek, directly or indirectly, the termination of any Member’s coverage based upon Member’s need for or utilization of medically required services, or in order to gain financially or otherwise from such termination. Provider may request that BCBSM or BCN terminate coverage of a Member for reasons of fraud, disruption of medical services, or failure to follow a physician’s orders, or for any of the reasons specified by CMS for mandatory disenrollment. Provider agrees that BCBSM and BCN shall have sole and ultimate authority to request termination of their respective Members’ coverage, and Provider understands any requested termination is subject to prior approval by CMS.
- 3.8. **Audit and Record Maintenance.** Provider will maintain timely and accurate medical, financial, and administrative records related to Covered Services rendered by Provider. Unless a longer time period is required by applicable statutes or regulations, Provider shall maintain such records and any related contracts for a minimum of ten (10) years after the final date of this Agreement or completion of audit, whichever is later. Provider shall give any authorized local, state, or federal government agency, including without limitation HHS, U.S. General Accounting Office (“GAO”), the Comptroller General, CMS, and their authorized designees, the right to audit, evaluate, collect directly from, and inspect all physical premises, books, contracts, records, including medical records, and documentation of Provider involving transactions related to CMS’ contracts



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with BCBSM and BCN during the term of this Agreement and for a period of ten (10) years following termination or expiration of this Agreement for any reason, or until completion of an audit, whichever is later.

- 3.9. **Records Access and Claims Audit.** In accordance with applicable law and in particular, applicable HIPAA records access standards, Provider shall provide access by BCBSM and 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 BCBSM and/or BCN, Provider shall provide copies of Members' medical records for such purposes. Provider shall cooperate with any unbundling audit of submitted claims performed by BCBSM or BCN, which audit includes confirmation that Provider has submitted claims complying with the terms of this Agreement. In the event the audit identifies an improper use and combination of billing codes, certain billed service(s) may be denied. All services denied in accordance with this Section are subject to Member Hold Harmless provisions set forth in the Agreement.
- 3.10. **Access Pursuant to Member Appeals.** Provider shall, within ten (10) days of BCBSM or BCN request, provide copies of specified Members' medical records to enable BCBSM or 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. All parties agree to fully cooperate with one another to minimize delays in the production of such records.
- 3.11. **CMS Risk Adjustment Data Validation Audit.** Provider will include supporting documentation in a Member's medical record for all diagnosis codes submitted by Provider to BCBSM and BCN for payment consistent with CMS Guidelines. In the event of a CMS Risk Adjustment Data Validation (RADV) audit, Provider will be required to submit medical records for the validation of risk adjustment data. Provider acknowledges its obligation to cooperate with BCBSM, BCN, and/or CMS during such audits and to timely produce requested medical records in accordance with 42 CFR 422.310(e) and/or attestations to correct signature deficiencies in the medical record.
- 3.12. **Confidentiality.** Provider agrees to establish procedures to do the following:
- a. Abide by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Provider must safeguard the privacy of any information that identifies a particular Member and have procedures that specify:
    1. For what purposes the information will be used within the organization, and
    2. To whom and for what purposes it will disclose the information outside the organization.
  - b. Ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas.

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- c. Maintain the records and information in an accurate and timely manner.
  - d. Ensure timely access by enrollees to the records and information that pertain to them.
- 3.13. **Monitoring and Corrective Action.** Provider shall internally monitor and audit its responsibilities and activities with respect to such administration and delivery of Covered Services under this Agreement, including documenting any potential noncompliance or potential Fraud, Waste and Abuse (FWA) identified via audit, monitoring, or otherwise, by BCBSM, BCN, HHS, GAO, or CMS. Provider shall take corrective action to remedy any deficiencies found as appropriate. Upon request, Provider shall provide BCBSM or BCN with the results of any audits related to the provision of services to Members. Additionally, Provider shall allow BCBSM, BCN, HHS, GAO, and/or CMS to oversee its documentation and implementation of corrective actions related to potential noncompliance or potential FWA.
- 3.14. **Reports, Administration, and Certification of Accuracy.** Provider agrees to provide BCBSM and BCN with all data necessary to characterize the context and purposes of each encounter between Provider and a Member, to facilitate claims adjudication in accordance with CMS encounter reporting requirements, and to monitor Provider's performance under this Agreement as required by law. Provider certifies, based on best knowledge, information, and belief, the accuracy, completeness, and truthfulness of any data Provider shall submit to BCBSM and BCN that characterizes the context and purposes of each service provided to a Member by Provider or characterizes the functional limitations of Members. BCBSM and BCN shall have sole responsibility for filing reports, obtaining approval from, and complying with the applicable laws and regulations of federal, state and local governmental agencies having jurisdiction over BCBSM and BCN. BCBSM and BCN shall perform all the necessary administrative, accounting, enrollment and other functions appropriate for the marketing and administration of their respective MA Programs.
- 3.15. **Member Hold Harmless.** Provider shall not hold a Member liable for any payment of fees that are the legal obligation of BCBSM or BCN, or for Medicare Parts A and B cost-sharing that are the legal obligation of BCBSM, BCN, or the State. Provider shall accept BCBSM or BCN's reimbursement as payment in full for the rendering of Covered Services to BCBSM and BCN's respective Members. Provider hereby agrees that in no event, including, but not limited to, nonpayment by BCBSM or BCN, the insolvency of BCBSM or BCN, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or persons acting on behalf of a Member (other than BCBSM or BCN) for Covered Services. This provision shall not prohibit collection of any applicable Copayments billed in accordance with the terms of the Member's MA Benefit Contract. Provider shall not bill Member for services denied because Provider was not eligible for payment as determined by BCBSM or BCN based upon credentialing or privileging policy for the particular service rendered. If BCBSM or BCN receive notice of any additional charge, Provider shall fully cooperate with BCBSM or BCN to investigate such allegations, and shall promptly refund any payment BCBSM or BCN deem improper to the party who made the payment. Provider further agrees that this provision shall survive

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the termination of the Agreement regardless of the cause giving rise to the termination and shall be construed to be for the benefit of Members, and that this provision shall supersede any oral or written contrary agreement now existing or hereafter entered into between BCBSM, BCN, or Provider and a Member or persons acting on their behalf that relates to liability for payment for, or continuation of, Covered Services provided under this Agreement.

- 3.16. **Credentialing and Re-credentialing.** Provider agrees to meet the applicable credentialing and re-credentialing criteria, standards, and policies established by BCBSM and BCN, as may be amended from time to time. Provider shall comply with all credentialing and re-credentialing requirements set forth by CMS. These standards include maintenance of acceptable levels of any required liability insurance. BCBSM and BCN retain sole discretion to determine whether Provider shall be accepted as a Participating Provider in their respective networks pursuant to BCBSM and BCN's policies, rules, procedures, and contracting and credentialing standards. To the extent BCBSM or BCN delegates the selection of providers to Provider, BCBSM and BCN retains the right to approve, suspend, or terminate such arrangement.
- 3.17. **Provider's Notices to BCBSM and BCN.** Provider shall notify BCBSM and BCN, in writing, immediately of: (a) any termination, suspension, limitation, voluntary surrender, or restriction of Provider's professional license, accreditation, certification, permit, or other governmental authorization; (b) if applicable to Provider, any hospital disciplinary action or termination, suspension, limitation or restriction of professional staff appointments or clinical privileges; (c) failure to maintain any insurance as required herein; (d) Provider's or any of its affiliates' or principal employees' conviction of a felony or any other criminal charge involving the provision of health care or prescription drug services; (e) any disciplinary action taken by a state licensing board, the Drug Enforcement Agency ("DEA"), if applicable, or other governmental agency; (f) Provider's suspension or exclusion from participation in a Federal health care program as defined in 42 USC 1320a-7b(f) or a Federal procurement program; or (g) any other legal, governmental, or other action or event which may materially impair the Provider's ability to perform any duties and obligations under this Agreement.
- 3.18. **MA Program Offered by another Blue Cross Blue Shield Plan.** Provider agrees to provide Covered Services to any Beneficiary covered by a MA Program under which another Blue Cross Blue Shield Plan (BCBS Plan) is the payor of Covered Services provided to Beneficiaries, including complying with any prior authorization requirements of the BCBS Plan, and to submit claims for payment to BCBSM or BCN, as appropriate, for coordination with the appropriate BCBS Plan in adjudicating the claim according to the person's MA Benefit Contract. The provisions of this Agreement shall apply to charges for Covered Services under such programs. Provider shall accept reimbursement by BCBSM or BCN as payment in full for Covered Services provided to such persons except to the extent of Copayments.
- 3.19. **Publication of Participation.** Provider agrees to allow publication, distribution, and dissemination of the Provider's name and demographic information including, but not limited to, address, telephone number, and specialty.
- 3.20. **Compliance Plan.** Provider shall have a compliance plan that includes:





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measures to detect, correct, and prevent fraud, waste, and abuse; and (2) written policies, procedures, and standards of conduct articulating Provider's commitment to comply with all applicable federal and state standards; (3) the designation of a compliance officer and compliance committee accountable to senior management and responsible for high level oversight of Provider's compliance plan; (4) effective training and education for Provider's compliance officer and Provider's employees, Governing Body members, and Downstream Entities, including training on FWA; (5) effective lines of communication between the compliance officer, BCBSM and BCN, and between the compliance officer and Provider's employees, Governing Body members, and Downstream Entities; (6) enforcement of standards through well-publicized disciplinary actions; (7) procedures for effective and routine internal monitoring and auditing; and (8) procedures for ensuring prompt responses to detected offenses and development of corrective action initiatives related to any evidence of fraud and misconduct.

Provider agrees to complete the web-based Fraud, Waste, and Abuse (FWA) and general compliance training modules, available online at the Medicare Learning Network, and provide to BCBSM or BCN, upon request, certificates of completion validating its compliance with the requirements set forth at 42 CFR 422.503(b)(4)(vi). Provider may utilize its own training program in satisfaction of this training requirement only if the material from the CMS training modules is incorporated into Provider's training program without modification. Training must be completed within 90 days of contracting/hire, and annually thereafter.

Provider shall allow BCBSM and BCN to maintain appropriate oversight of Provider's training efforts under its compliance plan as BCBSM and BCN maintain ultimate responsibility for compliance training. Provider shall maintain training records for a minimum of ten (10) years. Such records shall include attendance, topic, certificates of completion (if applicable), and test scores of any tests administered. Provider shall provide BCBSM, BCN, and/or CMS with training logs and other materials related to training upon request, including without limitation attestations certifying compliance with the training requirement.

- 3.21. **Compliance and FWA Concerns.** Provider shall, and shall require its Downstream Entities to, within five (5) business days of becoming aware of an actual, suspected, or potential compliance concern or actual, suspected, or potential fraud, waste, and abuse by Provider, Provider's Governing Body members, employees, contractors, agents, or Downstream Entities, report such compliance and FWA concerns to BCBSM and BCN. These reports may be made to the BCBSM or BCN contact person identified in Section 8.12, or by contacting the BCBSM Medicare Anti-Fraud Hotline at **(888) 650-8136 or TTY (800) 588-2711**. Reports may also be submitted to:

Fraud Investigations Unit  
Blue Cross and Blue Shield of Michigan  
600 E. Lafayette Blvd.  
Detroit, MI 48226

Provider shall protect against retaliation for reporting of such compliance and fraud, waste, and abuse concerns. Provider shall ensure that these reporting requirements

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and its non-retaliation policy are well publicized. Provider shall coordinate with BCBSM and/or BCN to: (a) timely investigate the compliance or FWA concern, (b) mitigate the compliance or FWA concern, and (c) implement appropriate corrective actions.

- 3.22. **Prompt Payment of Providers.** If Provider performs network contracting or otherwise is responsible for provider agreements, Provider shall ensure the provider agreements specify a prompt payment requirement, the terms and conditions of which are developed and agreed to by BCBSM, BCN, and the contracted providers and suppliers.
- 3.23. **Audit Compliance.** Upon request from BCBSM and/or BCN, Provider shall, and shall require its Downstream Entities to attest to compliance with the following paragraphs in the Agreement:
- 8.1(a) "No Adverse Actions or Investigations"
  - 8.1(b) "No Criminal Conviction or Civil Judgments"
  - 8.1(c) "No Excluded or Debarred Individuals,"
  - 8.1 (d) "CMS Preclusion List," and
  - 8.1(e) "Notice of Change of Circumstances."

BCBSM and BCN reserve the right to audit Provider or Provider's Downstream Entities for compliance and/or to request verification that employees, contractors, Governing Body members, and major shareholders (5% or more) have been checked against the OIG and GSA Lists on at least a **monthly** basis. Provider agrees to provide BCBSM and/or BCN with any information requested by BCBSM and/or BCN to ensure or otherwise assist BCBSM and/or BCN in documenting compliance with this provision, including but not limited to, supplying attestations as required in this Section.

- 3.24. **Continuation of Services.** In the event of BCBSM or BCN's insolvency or other cessation of operations, Provider agrees to render Covered Services to Members of the impacted plan(s) through the period for which the CMS payment has been paid to BCBSM or BCN, and for Members who are hospitalized on the date BCBSM or BCN's contract with CMS terminates, or in the event of insolvency, through the date of discharge. BCBSM shall reimburse Provider for all services rendered pursuant to this section at Medicare allowable assignment rates minus any authorized Copayment, and Provider shall accept such payment as payment in full. This provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Provider 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.
- 3.25. **Transfer of Services by BCBSM or BCN.** Provider understands that BCBSM and BCN administer and underwrite business, parts of which may be conducted through third party administration and managed services and may conduct business through representatives and agents, and agrees to the transfer of the rights, obligations and duties of the parties to this Agreement to those representatives and agents for the limited purpose of performing their respective agreements with BCBSM and BCN.
- 3.26. **Offshore Activities.** In the event Provider performs work under this Medicare Advantage Addendum at an Offshore (Non-United States) location (referred to as "Offshore Subcontract Arrangement/Agreement"), including but not limited to work at an Offshore

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location by Provider's employees or by entering into an agreement with a subcontractor or Downstream Entity to perform work at an Offshore location, Provider must notify Health Plan prior to or within 5 business days of having employees start offshore work or executing an Offshore subcontract. Provider shall provide Health Plan the name, address and narrative description of Offshore functions and state the proposed or actual effective date for the Offshore Subcontract Arrangement/Agreement. Provider further agrees to provide an attestation of compliance with CMS offshore contracting requirements upon request by Health Plan. Provider agrees they shall conduct such an annual audit of Offshore activities, and that Provider shall share the results of the annual audit with both Health Plan and, if requested, CMS.

#### 4. **BCBSM and BCN's OBLIGATIONS**

- 4.1. **Compliance Responsibilities.** Notwithstanding any relationships that BCBSM or BCN may have with first tier, downstream, and related entities as defined in 42 CFR 422.2 (including Participating Providers), BCBSM and BCN maintain full responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS, and all applicable federal, state, and local laws, rules, and regulations, now or hereafter in effect including Medicare laws, regulations, reporting requirements, and CMS instruction. Provider acknowledges that BCBSM and BCN shall oversee and monitor Provider's performance on an ongoing basis.
- 4.2. **Payment.** BCBSM and BCN shall reimburse Provider for rendering Covered Services to Members. Such reimbursements will be paid as specified in one or more of the Exhibits or Attachments attached to this Agreement. Health Plan reserves the right to adjust reimbursement to Provider to account for any adjustment that Health Plan receives pursuant to the Balanced Budget and Emergency Deficit Control Act of 1985 or any other similar laws, regulations, executive orders, guidance, or federal agency action related to adjustments in federal spending.
- 4.3. **Eligibility and Benefit Verification.** BCBSM and BCN will provide Provider with a system and/or method to promptly verify eligibility and benefit coverages of Members; provided that any verification will be given as a service and not as a guarantee of payment. It is the Provider's responsibility to bill the appropriate entity, as each entity is solely responsible for its own membership.

#### 5. **COMPENSATION**

- 5.1. **Acceptance of Payment.** For rendering Covered Services to Members, Provider shall accept as payment in full the compensation specified in one or more Exhibits or Attachments to this Agreement. Payment in full means there will be no subsequent settlement by BCBSM or BCN unless specifically provided for in another provision, Exhibit, or Attachment of this Agreement.
- 5.2. **Prompt Payment.** BCBSM and BCN shall promptly make payment on each timely Clean Claim for Covered Services rendered to a Member within thirty (30) days of receipt. All payments shall be made in accordance with BCBSM and BCN reimbursement policies. Claims paid beyond this time frame will be paid statutory interest commencing on the 31st

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day.

- 5.3. **Timely Submission of Claims.** Provider will file Clean Claims within one calendar year from the date of service or discharge, whichever is applicable. If the claim, including revisions or adjustments, is not submitted by Provider or Member within one calendar year from the date of service or discharge, benefits will not be paid. Claims, including revisions or adjustments, that are not filed by Provider prior to the claim filing limit of one calendar year from date of service or discharge will be the Provider's liability. Provider agrees to provide any additional information which is reasonably necessary to determine benefits and to verify performance under this Agreement.
- 5.4. **BCBSM and BCN Appeals Process.** Provider may appeal BCBSM and BCN claims and audit determinations through the BCBSM and BCN appeal process as set forth in the BCBSM MA PPO Provider Manual and the BCN Provider Manual or other sources as published by BCBSM or BCN which may be amended from time to time. Provider agrees to abide by this appeal process.
- 5.5. **Refunds.** BCBSM and BCN shall have the right to recover amounts paid to Provider for services not meeting the applicable benefit or medical necessity criteria established by BCBSM and BCN, overpayments, services not documented in Provider's records, any services not received by Member, non-Covered Services, or for services furnished when Provider's license was lapsed, restricted, revoked, or suspended. BCBSM and BCN shall have the right to initiate recovery of amounts paid for services up to twenty-four (24) months from the date of payment. In instances of fraud, there will be no time limit on recoveries.
- 5.6. **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, BCBSM and 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 Provider. BCBSM and BCN will limit the time frames for such recoveries in accordance with applicable BCBSM and BCN recovery policies. Termination of this Agreement shall not terminate or otherwise limit BCBSM and BCN's right of recovery under this Section.
- 5.7. **Non-Covered Services.** No benefits are payable pursuant to this Agreement which are not otherwise payable under Member's MA Benefit Contract.
- 5.8. **Provider Incentive Arrangements.** Any Provider payment arrangement pursuant to this Agreement, including any payment arrangement between Provider and a subcontractor, shall comply with all applicable requirements of the physician incentive regulations set forth by CMS.

## 6. **TERM AND TERMINATION**

- 6.1. **Term and Termination.** The Initial Term of this Agreement shall begin on the Effective Date and expires at the end of the calendar year of the Effective Date. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless

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terminated by either party at any time upon sixty (60) days prior written notice to the other.

- 6.2. **Termination of MA Program.** In the event BCBSM or BCN's contract with CMS is cancelled, or BCBSM or BCN otherwise terminate their respective MA Program, the party whose MA Program terminates will automatically cease to be a party to this Agreement as of the date of the official cancellation of the party's contract with CMS, or on the official date of discontinuance of the party's MA Program, whichever is earlier. In the event either BCBSM or BCN continue to operate a MA Program following the termination of the other party's MA Program, this Agreement will remain in effect and the party continuing MA Program operations will continue to be a party to this Agreement.

In the event both BCBSM and BCN terminate or otherwise discontinue their respective MA Programs, this Agreement will automatically terminate on the official cancellation date of the longest-operating party's contract with CMS or the official date of discontinuance of the longest-operating party's MA Program, whichever is earlier.

- 6.3. **BCBSM or BCN Immediate Termination.** This Agreement shall immediately terminate upon notice to Provider from BCBSM or BCN upon any of the following events:
- a. any adverse action resulting in Provider's exclusion from participation in federal health programs;
  - b. Provider's authority to do business in Michigan is revoked, suspended, or restricted by any action, including probation or any compliance agreements, by the Michigan Department of Community Health or other governmental agency;
  - c. fraud by Provider;
  - d. Provider pleads guilty or *nolo contendere* to or is convicted of any crime, or is placed in a diversion program relating to the payment or provision of health care;
  - e. imminent harm to a Member's health;
  - f. Provider has an exclusive relationship with another payor;
  - g. Provider fails to meet or demonstrate applicable credentialing and re-credentialing criteria, standards or requirements established by BCBSM or BCN; or
  - h. any cancellation or material modification of Provider's professional liability insurance.
- 6.4. **Termination for Breach.** In addition to the specific grounds for termination set forth in 6.3, Provider agrees that BCBSM and BCN, consistent with its obligations under the MA Program, may terminate this Agreement if Provider does not perform satisfactorily or if



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any of Provider's reporting and disclosure obligations are not fully met in a timely manner. To that end, BCBSM or BCN may terminate this Agreement for any breach of the Agreement by Provider upon at least thirty (30) days prior written notice, unless such breach is cured to the satisfaction of BCBSM or BCN (as appropriate) within such thirty (30) day period.

- 6.5. **Notice to Provider.** If BCBSM or BCN suspends or terminates this Agreement, the terminating party must give Provider individual written notice of the following: (i) the reasons for the action, including, if relevant, the standards and profiling data used to evaluate Providers and the numbers of Providers needed by BCBSM or BCN; and (ii) affected Provider's right to appeal the action and the process and timing for requesting a hearing.
- 6.6. **Provider Immediate Termination.** Provider may terminate this Agreement immediately upon notice to BCBSM and BCN in the event that:
  - a. BCBSM's or BCN's certificate of authority or license to operate is suspended, revoked, or limited;
  - b. BCBSM or BCN fail to maintain adequate levels of insurance;
  - c. A judgment of civil liability or a criminal conviction (including a plea of *nolo contendere*) for Medicare or Medicaid fraud or similar offense involving health insurance fraud, revocation, or suspension of participation in Medicare or Medicaid, or conviction (including a plea of *nolo contendere*) of a felony or of a misdemeanor involving fraud or moral turpitude is rendered against BCBSM or BCN.
- 6.7. **Right of Recovery.** The expiration or termination of this Agreement or any changes as provided in this Agreement shall not terminate or otherwise limit BCBSM's or BCN's right of recovery from Provider or based upon any audit conducted pursuant to the terms of this Agreement.
- 6.8. **Provisions Surviving Termination.** The provisions of Sections 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.14, 3.15, 3.24, and 8.12 shall survive any termination of this Agreement.

## 7. **MODIFICATION**

- 7.1. **Regulatory or Policy Changes.** BCBSM or BCN may unilaterally amend this Agreement or its policies and procedures at any time to comply with changes in regulatory and policy requirements affecting BCBSM, BCN, and/or Provider related to BCBSM and/or BCN's MA Program by providing written or electronic notice of any such amendment to Provider along with the effective date of the amendment. Electronic notice shall include, but not be limited to, publication on web-DENIS. Written notice may include publication in The Record. BCBSM and BCN shall use their best efforts to provide such written notice to Provider at least thirty (30) days in advance of the effective date of the amendment. Unless otherwise required by federal or state regulatory authorities, the signature of Provider shall not be required for any such amendment.

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- 7.2. **Change in the BCBSM MA PPO Provider Manual or BCN Provider Manual.** BCBSM will not modify the MA PPO Provider Manual, and BCN will not modify the BCN Provider Manual, without thirty (30) days prior written or electronic notice to the Provider. Electronic notice shall include but not be limited to publication on web-DENIS. Written notice may include publication in The Record.
- 7.3. **General Modifications.** BCBSM and BCN may amend this Agreement by providing ninety (90) days prior notice, written or electronic, of such amendment. Electronic notice shall include, but not be limited to, publication on web-DENIS. Written notice may include publication in The Record. Provider's signature is not required to make the amendment effective. However, should the Provider no longer wish to continue affiliation in BCBSM and BCN's respective MA Programs because of an amendment, then Provider may terminate this Agreement by providing forty-five (45) days written notice to BCBSM and BCN, except during the initial term of the Agreement.

Otherwise, this Agreement, or any part, article, section, Exhibit, or Attachment hereto, may be amended, altered, or modified only in writing as duly executed by both parties.

## 8. **GENERAL PROVISIONS**

- 8.1. **Automatic Incorporation of CMS Requirements.** Provider agrees to incorporate into this Amendment such other terms and conditions as CMS may find necessary and appropriate, including amendments to CMS rules, regulations and guidance. Provider also agrees to incorporate into their Downstream Entity contracts all terms and conditions contained herein.
- 8.2. **Provider Representations and Warranties.** Provider warrants that Provider is duly qualified and approved to act as a provider of health care services to Beneficiaries under Title XVIII of the Social Security Act. Further:
- a. **No Adverse Actions or Investigations.** Provider asserts that, to the best of its knowledge, information and belief, there are no past or pending investigations, legal actions, or matters subject to arbitration involving Provider nor any of its employees, contractors, Governing Body members (as defined in Chapter 21 of the CMS Medicare Managed Care Manual) members, or any major shareholders (5% or more) on matters relating to payments from governmental entities, both federal and state, for health care and/or prescription drug services.
  - b. **No Criminal Convictions or Civil Judgments.** Provider asserts that, to the best of its knowledge, information and belief, neither Provider nor any of its employees, contractors, Governing Body members, or any major shareholders (5% or more) have been criminally convicted or had a civil judgment entered against them for fraudulent activities, nor are they sanctioned under any Federal program involving the provision of health care and/or prescription drug services.
  - c. **No Excluded or Debarred Individuals.** Provider asserts that, to the best of

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its knowledge, information and belief, neither Provider nor any of its employees, contractors, Governing Body members, or any major shareholders (5% or more) appears on the List of Excluded Individuals/Entities as published by HHS Office of the Inspector General (OIG List), nor on the list of debarred contractors as published in the System for Award Management by the General Services Administration (GSA List).

Provider agrees that it will review the OIG List and the GSA List prior to the hiring of any new employees, contractors, Downstream Entities, or Governing Body members. Provider also agrees that it shall review the OIG and GSA Lists on at least a monthly basis, for all employees, contractors, Governing Body members, Downstream Entities, and major shareholders (5% or more) to ensure that none of these persons or entities are excluded or become excluded from participation in Federal programs.

- d. **CMS Preclusion List.** Medicare Advantage Organizations are not permitted to make payment for a health care item, service, or drug that is furnished, ordered or prescribed by an individual or entity that is included in the CMS Preclusion List 42 C.F.R. § 422.2. Should Provider be added to the CMS Preclusion List, it agrees to immediately notify BCBSM so that BCBSM may notify its impacted members. Provider understands and agrees that beginning 60 days after the notification to the member, Provider will no longer be eligible for payment from BCBSM and will be prohibited from pursuing payment from the member for any service furnished, ordered, or prescribed after that date. Provider also understands and agrees that it will hold financial liability for services, items, and drugs that are furnished, ordered, or prescribed after the 60-day period. Provider asserts that it does not now, nor will it in the future, employ or contract with providers or prescribers who are listed on the CMS Preclusion List. Provider understands that the Preclusion List will be regularly updated by CMS and agrees that it will monitor the Preclusion List and ensure that none of its employees, contractors, or prescribers are included on it. Should Provider discover that one of its employees, contractors, or prescribers has been added to the preclusion list, Provider agrees to immediately notify BCBSM. Provider shall ensure that payments are not made to providers or prescribers included on the CMS Preclusion List. To the extent that Provider contracts with other providers to provide services to BCBSM members pursuant to this agreement, it will require such other providers to comply with the requirements of 42 C.F.R. § 422.2 and 42 C.F.R. § 422.222
- e. **Notice of Change of Circumstances.** Provider is obligated to notify BCBSM and BCN immediately of any change in circumstances occurring after the effective date of this Agreement which would require Provider to then respond affirmatively to any of the statements in subsections a. – d.

- 8.3. **Delegation.** BCBSM and BCN may only delegate activities or functions to Provider in a manner consistent with CMS rules and regulations. BCBSM and BCN have delegated to Provider the activities and reporting responsibilities set forth in this Agreement, and any

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amendments, Exhibits, and/or Attachments thereto.

Provider shall require its Downstream Entities (as defined by CMS in 42 CFR 422, et seq.) to provide reasonable assurance as evidenced by written contract that such Downstream Entity shall comply with the same Medicare Advantage program requirements and obligations that are applicable to Provider under this Agreement. Provider shall monitor and audit its Downstream Entities to ensure they are in compliance with all applicable laws, regulations, and contractual requirements, including compliance with the provisions in this Agreement. If Provider determines that its Downstream Entities require corrective action(s), Provider shall ensure that such corrective action(s) is taken by Downstream Entity. Provider shall provide information about its Downstream Entity oversight, including any corrective actions plans, to BCBSM or BCN upon request. BCBSM and BCN shall be responsible for overseeing and is ultimately accountable for the performance of Provider and Downstream Entities with regard to delegated responsibilities described in this Section. Processes for performing delegated administrative responsibilities shall be reviewed, preapproved and monitored by BCBSM and/or BCN on an ongoing basis.

Provider shall participate in and comply with BCBSM and BCN's oversight program, including but not limited to, attending meetings; providing attestations; responding to document, policy, and procedure review requests; implementing corrective action plans suggested by BCBSM, BCN, or CMS; participating in monitoring reviews; and providing BCBSM and BCN with similar information about Provider's Downstream Entities. If Provider or a Downstream Entity fails to perform delegated services, reporting or disclosure responsibilities in a manner satisfactory to BCBSM, BCN, or CMS, BCBSM and BCN shall retain the right to revoke such delegation in accordance with Termination for Cause provisions set forth herein.

8.4. **Provider's Agreements with Downstream Entities.** To the extent that Provider delegates any responsibilities under the terms of this Agreement, such delegation shall be set forth in a separate written agreement that shall include the following requirements:

- (i) Written arrangements must specify delegated activities and reporting responsibilities.
- (ii) Written arrangements must provide for revocation of the delegation activities and reporting requirements in instances where CMS, BCBSM, or BCN determine that such parties have not performed satisfactorily.
- (iii) Written arrangements must specify that the performance of the parties is monitored by BCBSM on an ongoing basis.
- (iv) Written arrangements must specify that either:
  - (A) The credentials of medical professionals affiliated with the party or parties will be either be reviewed by BCBSM or BCN; or
  - (B) The credentialing process will be reviewed and approved by BCBSM

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or BCN, and BCBSM or BCN must audit the credentialing process on an ongoing basis.

- (iv) All contracts or written arrangements must specify that the Downstream Entity must comply with all applicable Medicare laws, regulations, reporting requirements, and HHS/CMS instructions.
- 8.5. **Relationship of the Parties.** The relationship of the parties is not and shall not be construed or interpreted to be a relationship of employer and employee, partnership, joint venture or agency. The relationship between the parties is an independent contractor relationship.
- 8.6. **Full Force and Effect.** In the event any provision of this Agreement is rendered invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- 8.7. **Assignability.** No assignment of the rights, duties or obligations under this Agreement shall be made by either party without the written approval of the other party.
- 8.8. **Waiver.** Neither the failure nor any delay on the part of either party to exercise any right, power, or privilege hereunder shall operate as a waiver.
- 8.9. **Proprietary Information.** The parties agree that the terms and conditions of this Agreement, including any Attachments and Exhibits, are proprietary, and agree to take all reasonable precautions to prevent the unauthorized disclosure of the terms.
- 8.10. **Non-exclusive Agreement.** Nothing contained in this Agreement shall preclude Provider from participating in or contracting with any other preferred provider organization, health maintenance organization, insurer or payer of health services or other health delivery or insurance program whether before, during or subsequent to the terms of this Agreement.
- 8.11. **Independent Corporation.** The Provider hereby expressly acknowledges the understanding that this Agreement constitutes a contract between Provider, BCBSM, and BCN, that BCBSM and BCN are independent nonprofit corporations operating under licenses with the Blue Cross Blue Shield Association ("BCBSA"). The Provider further acknowledges and agrees that he or she has not entered into this Agreement based upon representations by any person other than BCBSM and/or BCN, and that no person, entity, or organization other than BCBSM and BCN shall be held accountable or liable to the Provider for any of BCBSM and BCN's respective obligations to the Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSM or BCN other than those obligations created under other provisions of this Agreement.
- 8.12. **Indemnification.** Each party shall indemnify and hold the other parties harmless for any claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from any act or omission by that party or any of that parties associated employees or agents in performing its responsibilities pursuant to the terms of this Agreement, or arising from their criminal, fraudulent, negligent, or dishonest acts or omissions.





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The parties agree that neither they nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other party.

- 8.13. **Notices.** Unless otherwise indicated, any notice required or permitted under this Agreement shall be given in writing and sent to the other party by hand delivery, or postage prepaid regular mail at the following address or such other address as a party may designate from time to time. BCBSM and/or BCN may communicate general notices to Participating Providers via BCBSM and/or BCN provider newsletters or web site postings or in other appropriate written or electronic provider bulletins periodically issued by BCBSM or BCN.

If to Provider:  
Current address shown on  
provider file

If to BCBSM:  
Blue Cross Blue Shield of Michigan  
Provider Registration, MC B443  
600 E. Lafayette Blvd.  
Detroit, Michigan 48226-2998

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

- 8.14. **Governing Laws.** This Agreement shall be governed by the laws of the state of Michigan or the laws of the federal government, whichever is applicable. In addition, any provision of this Agreement which does not conform to the laws of Michigan or the United States is amended to conform to their minimum requirements.
- 8.15. **Severability.** To the extent any provision of this Agreement is prohibited by or invalid under applicable law or determined invalid or unenforceable by a court of competent jurisdiction or any other governmental authority with jurisdiction over the parties hereto, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remainder of the provision or the remaining provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties, wishing to be bound by the terms and conditions of this Agreement, have affixed their signatures on the separate signature page entitled "Signature Document" which is incorporated herein by reference.

A scanned, imaged, electronic, photocopy, or stamp of the above signatures shall have the same force and effect as an originally executed signature.



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**MEDICARE ADVANTAGE AMBULANCE PROVIDER  
PARTICIPATION AGREEMENT**

**PAYMENT EXHIBIT**

PROVIDER NAME: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

Tax ID #: \_\_\_\_\_ NPI #: \_\_\_\_\_

**GENERAL**

This Payment Exhibit shall run concurrently with the Provider's Medicare Advantage Ambulance Provider Participation Agreement (Agreement) and shall be subject to applicable terms and conditions of the Agreement, including the BCBSM MA PPO Provider Manual and the BCN Provider Manual.

**REIMBURSEMENT**

1. For Covered Services provided to BCN Advantage members:

Provider shall be paid at the lesser of billed charges or the applicable BCN Medicare Advantage Fee Schedule in effect on the date of service, less applicable Copayments. BCN Medicare Advantage Fee Schedule shall mean the locally adjusted payment amounts and reimbursement policy established by CMS for services rendered to Medicare recipients.

2. For Covered Services Provided to BCBSM Medicare Advantage PPO members:

Payment shall be made in an amount equal to the lesser of Provider's billed charges or BCBSM's MA PPO Approved Amount as set forth in the BCBSM Medicare Advantage PPO Fee Schedule. Payments under the BCBSM Medicare Advantage PPO Fee Schedule shall be made in accordance with CMS reimbursement policy, and maximum payment levels are consistent with Original Medicare.

3. All payments shall be made in accordance with CMS reimbursement policy in effect on the date Covered Services are rendered. BCBSM and BCN commit to timely implementation of any changes to their respective Medicare Advantage fee schedules based on changes to the CMS fee schedule. However, claims will not be adjusted retroactively for such changes.
4. All payment amounts will be net of (less) any Copayment due from Member and/or any payment made by or that is the primary responsibility of a third party under coordination of benefits ("COB") provisions.
5. Any reimbursement modifications will be subject to the requirements for contract modifications set forth in 7.3 of the Agreement.