### BLUE CROSS BLUE SHIELD OF MICHIGAN

## MEDICARE ADVANTAGE PROVIDER AGREEMENT PRACTITIONER ATTACHMENT

This Blue Cross Blue Shield of Michigan Medicare Advantage Practitioner Attachment ("Attachment") is entered into by Blue Cross Blue Shield of Michigan ("BCBSM") and the undersigned Practitioner ("Practitioner"), and is attached to and made a part of the BCBSM Medicare Advantage Provider Agreement ("Agreement") entered into by the parties hereto.

<u>WHEREAS</u> Practitioner desires to participate in BCBSM's MA Networks for the purpose of providing health care services to Members;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Practitioner and BCBSM agree to the following terms and conditions of participation in BCBSM's Networks:

### 1. **DEFINITIONS**:

**1.1** <u>**Practitioner**</u> means a physician (doctor of medicine, osteopathy, podiatry, chiropractic) or a professional provider (a doctor of medicine, osteopathy, podiatry, chiropractic, fully licensed psychologist or oral surgeon) or other professional provider offered affiliation by BCBSM sometimes also referred to as "Provider" who: (i) is fully licensed or legally authorized to practice in the state of Michigan; (ii) meets all of the qualifications and credentialing requirements as determined from time to time by BCBSM; and (iii) has signed a BCBSM Medicare Advantage Provider Agreement.

## 2. REIMBURSEMENT:

# 2.1 <u>Fee-for-Service Compensation for Services Rendered to BCBSM</u> <u>Members</u>

In consideration of the provision of Covered Services provided to or arranged for BCBSM Members by Practitioner in accordance with this Attachment, Practitioner shall be compensated an amount equal to the lesser of Practitioner's billed charges or BCBSM's MA PPO or PFFS Approved Amount as set forth in the BCBSM MA PPO or PFFS fee schedule, respectively. BCBSM's MA PPO and PFFS fee schedules will be made available to all Practitioners through publications on web-DENIS. Any reimbursement modifications will be subject to the requirements for contract modifications set forth in 7.3 of the Agreement.

Portions of the compensation may be withheld and used by BCBSM to fund incentive, gainsharing and quality improvement programs available to Practitioners. Incentive, gainsharing and quality improvement programs may be developed that result in different fees paid to Practitioners that participate in such incentive, gainsharing, and quality improvement plans. Incentive, gainsharing,

and quality improvement programs subject to these fee increases will be those programs adopted and published by BCBSM.

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.

#### 2.2 Services Rendered by Non-Physician Providers

Compensation shall only be paid to those non-physician providers that are authorized under traditional Medicare to provide services to Beneficiaries. To the extent that the rendering practitioner is a non-physician provider (e.g. CRNA, NP, PA, Ph.D., MA, etc.) the BCBSM MA PPO or PFFS Fee Schedule may be adjusted by a percentage.

This Attachment shall become part of the BCBSM Medicare Advantage 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 BCBSM Medicare Advantage Provider Agreement, the language of the Attachment shall prevail with respect to the services and benefits to be rendered.