

BLUE CROSS AND BLUE SHIELD OF MICHIGAN
TRUST NETWORK
PRACTITIONER AFFILIATION AGREEMENT

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TRUST NETWORK

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This Agreement is made by and between **BLUE CROSS AND BLUE SHIELD OF MICHIGAN**, a Michigan nonprofit healthcare corporation (BCBSM), and the undersigned Practitioner who is fully licensed or legally authorized to practice in the state of Michigan (TRUST PRACTITIONER).

PREAMBLE

WHEREAS, BCBSM has, based on goals of quality, access and cost, established the Responsible Use System of Treatment (TRUST) Network (also referred to as TRUST panel) and wishes to maintain a panel of PRACTITIONERS eligible to provide health care services to Members through PRACTITIONERS affiliated with the TRUST Network and;

WHEREAS, TRUST PRACTITIONER accepts these goals and wishes to be included in a limited panel of preferred providers affiliated with the TRUST Network and;

WHEREAS, TRUST PRACTITIONER is able to provide health care services to Members enrolled in programs that utilize the TRUST Network and;

WHEREAS, BCBSM retains the right, at its sole discretion, to determine Members eligible for programs that utilize the coverage under this TRUST Network or for other program(s) and to reimburse or sanction TRUST PRACTITIONER under contract provisions pertaining to this TRUST Network and other BCBSM program(s) and;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, BCBSM and TRUST PRACTITIONER agree as follows:

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement, the defined terms are:

- 1.1 "Certificate"** means benefit plan descriptions under the sponsorship of BCBSM, or certificates and riders issued by BCBSM, or under its sponsorship, or Member's coverage documents or benefits provided pursuant to contracts issued by other Blue Cross or Blue Shield (BCBS) Plans, administered through reciprocity of benefit agreements or other Inter-Plan Arrangements such as BlueCard. "Certificate" does not include benefits provided pursuant to automobile or workers' compensation insurance coverage.

For purposes of this definition, "sponsorship" includes:

- a. Self-funded administrative accounts of BCBSM for which BCBSM provides any one or more of the following administrative services: utilization management, quality assessments, reviews, audits, claims processing systems or a cash flow

methodology.

- b. Self-funded administrative service accounts for which another Plan is Control Plan and BCBSM is a participating plan and for which BCBSM or the Control Plan assumes the risk of reimbursing TRUST PRACTITIONER for Covered Services in the event the account becomes insolvent.

For purposes of this definition, "sponsorship" does not include Health Maintenance Organizations (HMOs) or benefit plans owned, controlled or operated in whole or part by BCBSM or its subsidiaries, or by other BCBS Plans or their subsidiaries.

- 1.2 **"Clean Claim"** means a claim that (i) identifies the PRACTITIONER that provided the service sufficiently to verify the affiliation status and includes any identifying numbers; (ii) sufficiently identifies that patient is a BCBS member; (iii) lists the date and place of service; (iv) is a claim for Covered Services for an eligible individual; (v) if necessary, substantiates the medical necessity and appropriateness of the service provided; (vi) if prior authorization is required for certain patient services, contains information sufficient to establish that prior authorization was obtained; (vii) identifies the service rendered using an accepted system of procedure or service coding adopted and published by BCBSM; (viii) includes additional documentation based upon services rendered as reasonably required by BCBSM.
- 1.3 **"Copayment"** means the portion of BCBSM's approved amount that the Member must pay for Covered Services under the terms of a Certificate. This does not include a Deductible.
- 1.4 **"Covered Services"** means those health care services which are (i) identified as payable in Certificate(s), (ii) medically necessary as defined in such Certificates, and (iii) ordered and performed by a TRUST PRACTITIONER or other health care PRACTITIONER licensed to order and perform such services.
- 1.5 **"Deductible"** means the portion of BCBSM's approved amount a Member must pay for Covered Services under a Certificate before benefits are payable. This does not include a Copayment.
- 1.6 **"HCPCS"** means the Healthcare Common Procedure Coding System.
- 1.7 **"Medically Necessary"** or **"Medical Necessity"** shall mean health care services that a PRACTITIONER, 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:
 - 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, PRACTITIONER, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

- 1.8** "**Member**" means the person eligible on the date the Covered Service was rendered to receive Covered Services. "MIChild Member" means an individual who is eligible to participate in the MIChild program under the terms of the MIChild Contract and who has enrolled with BCBSM to receive Covered Services under the MIChild program.
- 1.9** "**Provider Manual**" means a working document, including but not limited to BCBSM published bulletins and provider notices, that provide specific guidelines and direction by which TRUST PRACTITIONERS may meet their contractual responsibility as described in this Agreement. Provider Manuals are published on web-DENIS.
- 1.10** "**TRUST Hospital**" means a hospital licensed by the state of Michigan or other state if the hospital is located in a contiguous county to Michigan, that is eligible to provide Covered Services in accordance with a properly executed TRUST Hospital Agreement.
- 1.11** "**TRUST Hospital Agreement**" means a written agreement between BCBSM and a TRUST Hospital designating the hospital as eligible to provide Covered Services to Members that use the TRUST Network.
- 1.12** "**TRUST PRACTITIONER**" means a physician (doctor of medicine, osteopathy, podiatry, chiropractic) or a professional provider (fully licensed psychologist, oral surgeon, clinical licensed master's social worker, licensed professional counselor, physical therapist, occupational therapist, speech therapist) 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 TRUST Network PRACTITIONER Affiliation Agreement.
- 1.13** "**TRUST PRACTITIONER Agreement**" or "**Agreement**" means this written Agreement between BCBSM and TRUST PRACTITIONER designating the TRUST PRACTITIONER as eligible to provide Covered Services and incorporates by reference the Provider Manual, other BCBSM written or web-based communications concerning the TRUST Network and any Addenda or Amendments thereto.

ARTICLE 2 DESIGNATION AS APPROVED TRUST PRACTITIONER

- 2.1** BCBSM designates TRUST PRACTITIONER as an approved non-exclusive preferred provider of Covered Services to Members pursuant to the terms and conditions described in this Agreement. TRUST PRACTITIONER may be identified by BCBSM as a preferred provider in the TRUST Network.
- 2.2** Except for Copayments and Deductibles described in Certificates, TRUST PRACTITIONER will accept BCBSM's approved amount as full payment for Covered

Services according to the reimbursement policies and payment amounts described in Addendum A.

- 2.3** TRUST PRACTITIONER shall use a Provider Identification Number (PIN) for the billing of Covered Services which complies with BCBSM policy as well as all applicable federal or state statutes or regulations. TRUST PRACTITIONER shall not permit any other individual or entity to use his/her PIN. If TRUST PRACTITIONER becomes aware that his/her PIN has been used in a manner which is in violation of a published BCBSM policy by any other individual or entity, he/she must notify BCBSM immediately. Such misuse of a PIN by TRUST PRACTITIONER or TRUST PRACTITIONER's failure to notify BCBSM when they have knowledge of such misuse of their PIN by others is grounds for immediate termination of this TRUST Agreement and disaffiliation from the TRUST Network in addition to any other remedies available to BCBSM or its Members.

ARTICLE 3 TRUST PRACTITIONER RESPONSIBILITIES

- 3.1** TRUST PRACTITIONER shall be a health care professional fully licensed or legally authorized to practice in the state of Michigan. TRUST PRACTITIONER shall submit evidence of licenses, board certifications and medical staff memberships, if applicable, to BCBSM upon request and comply with all BCBSM credentialing and recredentialing requirements. If TRUST PRACTITIONER admits Members to hospitals, TRUST PRACTITIONER shall remain a member in good standing of a TRUST Hospital.
- 3.2** TRUST PRACTITIONER shall maintain a minimum of \$100,000/\$300,000 professional liability insurance or self-funded insurance during the term of this Agreement, as determined appropriate by BCBSM, and shall submit evidence of such insurance upon request.
- 3.3** TRUST PRACTITIONER shall promptly notify BCBSM of any action, determination, or circumstance involving TRUST PRACTITIONER which affects or may affect the provision of Covered Services. Such circumstances shall include, without limitation, the following:
- a. Plea of guilty or nolo contendere or conviction, or placement in a diversion program for any crime related to the payment or provision of health care;
 - b. Censure, reprimand, restriction, suspension revocation or reduction to probationary status of TRUST PRACTITIONER's license to practice or any hospital related privileges except notice need not be provided for administrative suspension of hospital privileges that does not exceed ninety (90) days;
 - c. Termination, cancellation or lapse of any professional liability coverage or inability to maintain the minimum amounts of coverage required by BCBSM;
 - d. Judgment in a court of record or a settlement involving a professional liability claim or any claim or any civil action relating to the provision of health care;

- e. Disability or infirmity which prevents or reduces TRUST PRACTITIONER's ability to meet accepted practice standards or the failure to successfully complete a program related to substance abuse;
- f. Closing/opening of TRUST PRACTITIONER's practice for acceptance of TRUST Network Members;
- g. Sanction by Medicare, Medicaid or any other state or federal government program or placement on an exclusionary list by any such program or if the TRUST PRACTITIONER has opted out of Medicare.

TRUST PRACTITIONER's compliance with the notice requirements under Section 3.3 does not guarantee continued affiliation in the TRUST Network, and circumstances may still require non-renewal or termination pursuant to Article 6.

3.4 TRUST PRACTITIONER at all times during the term of this Agreement shall:

- a. Except as set forth below, in section (b) or in cases where BCBSM is the secondary payor, bill BCBSM for all Covered Services and seek payment of Covered Services only from BCBSM;
- b. Seek payment from Members only for applicable Deductibles, Copayments and non-Covered Services for which Member is responsible. TRUST PRACTITIONER shall not seek payment from Members for:
 - (i) Deposits. Deposits include amounts in excess of Deductibles and Copayments which are collected prior to the date of service;
 - (ii) Services which have been denied by BCBSM as untimely billed; including any Copayments or Deductibles associated with those services unless all of the following requirements are met:
 - (a) PRACTITIONER documents that a claim was not submitted to BCBSM within one hundred eighty (180) days of performance of such services because a Member failed to provide proper identifying information;
 - (b) PRACTITIONER submits a claim to BCBSM for payment consideration within three (3) months after obtaining the necessary information.
 - (iii) Services denied or recovered as a result or discovery of overpayment;
 - (iv) Services denied as a result of lack of medical necessity or because they are deemed experimental except if the Member specifically agrees in writing in advance of receiving such services as follows:
 - (a) The Member acknowledges that BCBSM will not make payment for the specific service to be rendered because it is deemed experimental or not medically necessary;

- (b) The Member consents to the receipt of such services;
 - (c) The Member assumes financial responsibility for such services; and
 - (d) TRUST PRACTITIONER provides an estimate of cost to the Member for such services.
 - (v) Services denied because TRUST PRACTITIONER was not eligible for payment as determined by BCBSM based upon BCBSM credentialing, privileging, payment, reimbursement or other applicable published policy for the particular service rendered;
- c. Not waive Copayments and/or Deductibles that are the responsibility of the Member, except for hardship cases that are documented in the Member's record or where reasonable collection efforts have failed;
 - d. Provide Covered Services and treat Members' protected health information in a manner which conforms to all applicable: (i) federal, state and local laws, rules and regulations; (ii) utilization review and quality assurance standards established from time to time by BCBSM; (iii) professional ethical standards; (iv) Title XXI of the Social Security Act; and (v) MIChild Contract provisions applicable to the Covered Services performed for MIChild members under this Agreement;
 - e. Adhere to all quality management, utilization management and reimbursement policies and procedures of BCBSM regarding precertification, case management, disease management, retrospective profiling, radiology management program, credentialing or privileging specific to particular procedures, billing limitations or other such programs which may be in effect at the time the Covered Service is provided;
 - f. Notify BCBSM within thirty (30) days of changes in TRUST PRACTITIONER's business including changes in ownership, name, tax identification number, location, phone number, business structure, range of services offered and specialty. Prior notice of such changes does not guarantee continued affiliation in the TRUST Network;
 - g. Submit Clean Claims for all Covered Services to BCBSM within one hundred eighty (180) days of the date of service and only for services performed personally by TRUST PRACTITIONER or under his/her direct personal supervision;
 - h. Refer Members only to other TRUST PRACTITIONERS or TRUST Hospitals, or other panel providers or facilities designated by BCBSM to provide services to Members such as radiology, laboratory, physical therapy, End Stage Renal Disease (ESRD) facility services or Durable Medical Equipment (DME), etc. unless Covered Services are not available in the TRUST Network. If not available in the TRUST Network, TRUST PRACTITIONER must refer the Member to a practitioner or health care professional or facility that participates in BCBSM's Traditional network, if available. The only exception to this provision is

in the case of an emergency. A list of all TRUST PRACTITIONERS, Hospitals, facilities and programs is available at www.bcbsm.com.

- i. Adhere to BCBSM referral policies and procedures as established by BCBSM when a Member is referred to other than a TRUST PRACTITIONER or TRUST Hospital;
- j. Refer Members covered under other current BCBSM PPO programs, including, but not limited to the PPO Laboratory Program, PLUS Laboratory Program, Capitated Lab Program, SUPPORT (DME/PPO) Program, Preferred Rx Program, Mental Health and Substance Abuse Managed Care Program to providers participating in such programs. Notice of such other PPO programs will be in the appropriate BCBSM provider publication (e.g., *web-DENIS*, *The Record*);
- k. Provide Covered Services to Members even though there might be coverage by another party under workers' compensation, occupational disease, or other statute. TRUST PRACTITIONER shall bill the appropriate responsible party for Covered Services and shall provide information to BCBSM regarding the applicability of such statutory coverage;

Request information from Members regarding other payors that may be primarily responsible for Members' Covered Services, pursue payment from such other responsible payors, and shall bill BCBSM only for Covered Services not paid by the primary payors. All payments received from other primary payors for Covered Services shall be promptly credited against or deducted from amounts otherwise payable by BCBSM for such services. Except where BCBSM payment is secondary to Medicare, payments by BCBSM as a secondary payor shall not exceed the amount which would otherwise be payable by BCBSM as primary payor under this Agreement. TRUST PRACTITIONER agrees to submit claims to the primary payor before submitting them to BCBSM;

- l. Develop and utilize accurate medical, appointment, financial and billing records of all matters relating to obligations under this Agreement and provide them to BCBSM upon request;
- m. Comply with TRUST Network goals, policies, procedures, and guidelines, including without limitation quality and utilization guidelines, under this and other BCBSM programs, TRUST PRACTITIONER will also participate in all BCBSM surveys;
- n. Except for applicable Copayments and/or Deductibles, accept the TRUST Network reimbursement levels as payment in full for Members covered under BCBSM's other PPO programs if TRUST PRACTITIONER provides Covered Services to such Members;
- o. Verify Member eligibility contemporaneous with the rendering of services. BCBSM will provide systems and/or methods for verification of eligibility and benefit coverage for Members. This is furnished as a service and not a guarantee of payment;

- p. Not discriminate against Members based upon race, color, age, gender, marital status, religion, national origin, or sexual orientation nor may TRUST PRACTITIONER refuse to render Covered Services to Members based upon BCBSM's payment level, benefit or reimbursement policies. Nor shall TRUST PRACTITIONER discriminate against Members on the basis of physical or mental handicap. TRUST PRACTITIONER shall provide Covered Services to Members in the same manner, quality and promptness as services are provided to TRUST PRACTITIONER's other patients. TRUST PRACTITIONER shall not intentionally segregate Members in any way or treat Members in a manner or location different from other persons receiving health care services.
- 3.5** TRUST PRACTITIONER shall not subcontract for the provision of Covered Services without the prior written consent of BCBSM. Any subcontract for the provision of Covered Services shall be subject to the terms and conditions of this Agreement. Although patient care services performed by Physician assistants, nurses and other certified or licensed paraprofessionals under the direct and personal supervision of TRUST PRACTITIONER shall not be considered subcontracted services, they shall be governed by the terms of this Agreement. For purposes of reimbursement for such services such reimbursement shall be based upon the applicable BCBSM payment policy in effect at the time for such paraprofessional which may differ from the fees payable under this Agreement. A physician TRUST PRACTITIONER may contract with appropriate specialists for the interpretation of imaging studies that are properly performed and billed as the full service (Type of Service) by TRUST PRACTITIONER.
- 3.6** TRUST PRACTITIONER certifies that all services billed or reported by TRUST PRACTITIONER are performed personally by TRUST PRACTITIONER or under his/her direct and personal supervision, as defined by BCBSM, and in his/her presence except as otherwise authorized and communicated by BCBSM.
- 3.7** TRUST PRACTITIONER shall not use any BCBSM or TRUST Network name, symbol, or trademark, in advertising and promotional material without the prior consent of BCBSM.
- 3.8** It is expressly understood that TRUST PRACTITIONER is an independent contractor. BCBSM shall not be responsible to withhold or cause to be withheld any federal, state or local taxes, including FICA, from any amounts paid to TRUST PRACTITIONER. The responsibility for the payment of such taxes shall be that of TRUST PRACTITIONER.
- 3.9** If and/or when applicable, TRUST PRACTITIONER shall update on a regular basis the Michigan Care Improvement Registry (MCIR) with patient immunization history for Covered Services rendered to Members under this Agreement. TRUST PRACTITIONER shall also report the presence or suspected presence of all communicable diseases and other health indicators to the appropriate local health department.
- 3.10** TRUST PRACTITIONER agrees that, even in the event of insolvency or other cessation of operations by BCBSM, TRUST PRACTITIONER will continue to provide Covered Services to MICHild Members and BCBSM shall continue to pay for such services according to the terms of the Agreement as amended herein, until mutually equitable and medically appropriate provisions are made for the assumption of such services by another provider. This provision supersedes any oral or written agreement to the

contrary now existing or hereafter entered into between TRUST PRACTITIONER and MICHild Member or person acting on a MICHild Member's behalf, insofar as such contrary agreement relates to liability for payment of Covered Services provided under this continuation of benefits provision.

- 3.11** TRUST PRACTITIONER acknowledges that MICHild Members have a right to change healthcare providers any time MICHild Member believes that his/her health or safety is in jeopardy. TRUST PRACTITIONER agrees to cooperate with BCBSM when it is determined that an immediate transfer of a MICHild Member to another TRUST PRACTITIONER to ensure enrollee health and safety.
- 3.12** TRUST PRACTITIONER shall make necessary and appropriate arrangements to ensure the availability of Covered Services to Members twenty-four (24) hours per day and seven (7) days per week.

ARTICLE 4 AUDIT AND RECOVERY

- 4.1** If and/or when applicable, TRUST PRACTITIONER shall sign and date all medical records related to the provision of Covered Services to MICHild Members under this Agreement, and shall retain such records for seven (7) years, or as otherwise required by law. Medical records include but are not limited to, records relating to outpatient and emergency care, specialist referrals, ancillary care, diagnostic test findings including laboratory and radiology, prescriptions for medications, inpatient discharge summaries, histories and physicals, immunization records, other documentation sufficient to fully disclose the quantity, quality, appropriateness, and timeliness of services provided. BCBSM or its designee shall have access to review, photocopy and audit Member's medical records and other pertinent appointment, billing and financial records of TRUST PRACTITIONER to verify medical necessity, appropriateness of payment and for fraud/abuse investigations. Quality and utilization reviews conducted under other BCBSM programs may be considered when evaluating TRUST PRACTITIONER's performance under this TRUST Network.
- 4.2** BCBSM may conduct onsite audits during TRUST PRACTITIONER's regular business hours. BCBSM's inspection, audit and duplication of records shall be allowed during regular business hours, upon reasonable notice of dates and times.
- 4.3** BCBSM shall have the right to recover amounts paid TRUST PRACTITIONER for services not meeting the applicable benefit or medical necessity criteria established by BCBSM, overpayments, services not documented in TRUST PRACTITIONER's records, any services not received by Member, non-Covered Services or for services furnished when TRUST PRACTITIONER's license was lapsed, restricted, revoked or suspended. BCBSM shall have the right to initiate recovery of amounts paid for services up to eighteen (18) months from the date of payment or up to twenty-four (24) months from the date of payment as required by a (a) self-insured plan or (b) state or federal government plan. In instances of fraud, there will be no time limit on recoveries. BCBSM will not utilize statistical sampling methodologies to extrapolate refund requests on medical necessity issues identified through sampling. BCBSM may extrapolate refund recoveries from statistically valid samples involving issues other than medical necessity.

- 4.4** TRUST PRACTITIONER shall promptly report overpayments to BCBSM discovered by TRUST PRACTITIONER, and agrees BCBSM will be permitted to deduct overpayments (whether discovered by TRUST PRACTITIONER or BCBSM) from future BCBSM payments, along with an explanation of the recovery taken. In audit refund recovery situations, where TRUST PRACTITIONER appeals the BCBSM determination, BCBSM will defer deduction of overpayments until the arbitration determination, or the last unappealed determination, whichever occurs first. Audit refund recoveries and other overpayment obligations which cannot be fully repaid over the course of one month, will bear interest at the BCBSM prevailing rate, until fully repaid. Interest will run from the date of arbitration determination or last date an appeal could have been filed whichever is earlier. TRUST PRACTITIONER agrees that filing an appeal tolls the applicable statute of limitations that may apply to BCBSM actions relating to the overpayment or recovery.
- 4.5** Notwithstanding any other provision of this Agreement, TRUST PRACTITIONER shall not bill, charge, collect or attempt to collect payment from a Member for a service for which payment has been denied by BCBSM or for which recovery of payment has been sought as determined in Section 4.3.
- 4.6** TRUST PRACTITIONER shall not bill BCBSM for Covered Services rendered to themselves or immediate family members (mother, father, sister, brother, spouse or child).

ARTICLE 5 CLAIM DISPUTES AND APPEALS

- 5.1** TRUST PRACTITIONER may appeal individual claim and audit determinations through BCBSM's internal process and, if medical necessity is disputed, TRUST PRACTITIONER may further appeal to an independent review panel. The determination of the independent panel is binding on both parties, enforceable in any court of the state of Michigan, and judgment may be entered upon the determination according to statute. See the Provider Manual, Appeal Section for details of the appeals process as amended from time to time. This appeal process does not apply to program management or other business decisions referred to in Article 6. Any applicable appeals available for such decisions will be published in the Provider Manual under the PPO Policy Section.

ARTICLE 6
TERM, TERMINATION AND AMENDMENT

- 6.1** The initial term of this Agreement begins on the later of June 1, 2016, or the date indicated on the Signature Document and accepted by BCBSM, and expires each May 31st. It shall automatically renew thereafter from year to year unless BCBSM provides sixty (60) days notice of non-renewal.
- 6.2** BCBSM 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. TRUST PRACTITIONER's signature is not required to make the amendment effective. However, should the TRUST PRACTITIONER no longer wish to continue affiliation in the TRUST Network because of an amendment, then he/she may terminate this Agreement by providing forty-five (45) days written notice to BCBSM.
- 6.3** This Agreement may be terminated with written notice as follows:
- a. By TRUST PRACTITIONER with or without cause upon sixty (60) days prior notice to BCBSM;
 - b. By BCBSM with or without cause upon sixty (60) days prior notice to TRUST PRACTITIONER;
 - c. By TRUST PRACTITIONER or BCBSM at any time in the event of a breach of any material term, condition, warranty or representation of this Agreement, such termination will be effective upon date of notice of such breach;
 - d. By BCBSM immediately at BCBSM's option if TRUST PRACTITIONER('s): (i) license to practice is revoked, restricted or suspended, placed on probation or (ii) is excluded from any federal or state or private health care program, or (iii) pleads guilty or nolo contendere to or is convicted of any crime or placed in a diversion program relating to the payment or provision of health care, (iv) professional liability insurance is terminated or reduced below required amounts, (v) no longer meets all applicable BCBSM qualifications and/or credentialing requirements as determined by the BCBSM credentialing committee, or (vi) misuses his/her PIN as set forth in Section 2.3;
 - e. By BCBSM immediately if the BCBSM PPO Medical Director in good faith believes that TRUST PRACTITIONER's actions endanger a Member's health, limits access to Covered Services or exposes BCBSM to unreasonable financial risk;
 - f. By BCBSM immediately if BCBSM determines TRUST PRACTITIONER directly or indirectly threatens the health or safety of BCBSM employees, agents or officers;
 - g. By BCBSM immediately if BCBSM deparicipates TRUST PRACTITIONER from the BCBSM Traditional program.
- 6.4** TRUST PRACTITIONER shall advise a Member of the expiration, non-renewal or termination of this Agreement prior to providing any Covered Services which may

expose the Member to financial liability for non-Covered Services, out-of-network sanctions including increased Copayments and Deductibles when Members receive services from a PRACTITIONER who is not in the TRUST Network. TRUST PRACTITIONER shall further advise Member that Covered Services are available from another TRUST PRACTITIONER without such financial exposure and refer Member, upon request, to another TRUST PRACTITIONER for the provision of Covered Services.

ARTICLE 7 GENERAL PROVISIONS

- 7.1** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties. Failure to enforce any provision of this Agreement by either party shall not be construed as a waiver of any breach of any provision of this Agreement.
- 7.2** This Agreement shall be binding upon, and shall inure to the benefit of the successors and assigns of BCBSM. BCBSM may assign any right, power, duty or obligation under this Agreement. TRUST PRACTITIONER shall not assign any right, power, duty or obligation hereunder without the prior written consent of BCBSM.
- 7.3** Unless otherwise indicated in this Agreement, notifications required by this Agreement shall be sent by first class United States mail addressed as follows:

IF TO BCBSM:

Blue Cross and Blue Shield of Michigan
TRUST PROGRAM
Provider Enrollment, MC C344
PO Box 217
Southfield, Michigan 48034

IF TO TRUST PRACTITIONER:

An address current on the BCBSM
Provider File for TRUST PRACTITIONER

- 7.4** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior agreements or representations, oral or written as to matters contained herein, and supersedes any agreements between TRUST PRACTITIONER and Member which conflict with the terms and conditions of this Agreement.
- 7.5** In the event any provision of this Agreement is declared null and void by a statute or ruling of a court of record, the remaining provisions of this Agreement shall remain in full force and effect.
- 7.6** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Michigan.

- 7.7** BCBSM may disclose TRUST PRACTITIONER's specific information as follows:
- a. pursuant to any federal, state or local statute or regulation;
 - b. to customers for purposes of audit and health plan administration so long as the customer agrees to restrict its use to these purposes; and
 - c. for purposes of public reporting of benchmarks in utilization management and quality assessment initiatives, including publication in databases for use with all consumer driven health care products, or other similar BCBS business purpose;
 - d. for civil or criminal investigations, prosecutors, or litigator to the appropriate law enforcement authorities or in response to appropriate legal processes.
- 7.8** BCBSM shall have exclusive ownership and use of the name "TRUST" as a trademark for marketing the TRUST Network, including but not limited to, all symbols, trademarks, and preferred provider lists.
- 7.9** BLUE CROSS®, BLUE SHIELD®, and the Cross and Shield symbols (Marks) are registered service marks of the Blue Cross and Blue Shield Association. Other than the placement of small signs on its premises indicating participation in BCBSM programs, TRUST PRACTITIONER shall not use, display or publish the Marks without BCBSM's written approval.
- 7.10** TRUST PRACTITIONER hereby expressly acknowledges his/her understanding that this Agreement constitutes a contract between TRUST PRACTITIONER and BCBSM that BCBSM is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the Association) permitting BCBSM to use the Blue Cross and/or Blue Shield Service Mark(s) in Michigan, and that BCBSM is not contracting as the agent of the Association. TRUST PRACTITIONER further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BCBSM and that no person, entity, or organization other than BCBSM shall be held accountable or liable to TRUST PRACTITIONER for any of BCBSM's obligations to TRUST PRACTITIONER created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSM other than those obligations created under other provisions of this Agreement.
- 7.11** Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions or limitations in Member's certificates, TRUST PRACTITIONER shall not be prohibited from discussing fully with a Member any issues related to the Member's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by BCBSM or any other entity. Nothing in this Agreement shall prohibit TRUST PRACTITIONER from disclosing to the Member the general methodology by which TRUST PRACTITIONER is compensated under this Agreement, provided the specific terms of the compensation arrangement are not mentioned to the Member. BCBSM shall not refuse to allow or to continue the participation of any otherwise eligible TRUST PRACTITIONER, or refuse to compensate TRUST PRACTITIONER in connection with services rendered solely because TRUST PRACTITIONER has in good faith communicated with one or more of its current, former or prospective Members regarding

the provisions, terms or requirements of a Certificate as they relate to the health needs of such Member. Further, nothing in this Agreement shall be construed to prohibit or otherwise restrict TRUST PRACTITIONER from advocating on behalf of a Member in any grievance or utilization review process or individual authorization process to obtain health care services deemed necessary by TRUST PRACTITIONER or to refuse treatment or express preferences about future treatment decisions.

- 7.12 Both parties will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its activities and obligations under 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.

ADDENDUM A

TRUST NETWORK

REIMBURSEMENT POLICIES

For Covered Services performed, BCBSM will pay the lesser of the billed charges or the Approved Amount as set forth in the applicable fee schedule—BCBSM TRUST Fee Schedule (TRUST Fee Schedule) or Value-Based Reimbursement Fee Schedule (VBR Fee Schedule)—less any Deductible or Copayment amount for which Member is responsible, and/or less any TRUST PRACTITIONER sanction for which Member is responsible. TRUST PRACTITIONER agrees to allocate a fixed percentage of the Approved Amount, as stated in the Record, to the Physician Group Incentive Program (PGIP) pooled fund for incentives related to Quality Programs. The fixed percentage allocation will be updated annually. The maximum payment amount for Clinical Licensed Masters of Social Work, for example, is 80% of the published fee in the TRUST Fee Schedule.

The TRUST Network's payment and reimbursement policies incorporate certain utilization/quality management initiatives which include, but are not limited to price bundling, frequency limitations, and fee adjustments based on setting of care. The procedures subject to such initiatives will be indicated in the TRUST Fee Schedule and/or published in the appropriate provider publication (e.g. *web-DENIS*, *The Record*).

The TRUST Fee Schedule is based, in part, on a system of the ranking of relative values of all medical and surgical procedures and services which are reviewed by BCBSM as a regular business activity. Relative values are multiplied by a BCBSM specific conversion factor to determine price per procedure. These factors vary by year. Nationally imposed changes to the nomenclature and national coding system (HCPCS) for procedure codes, and corrections of typographical errors may result in immediate modifications to the TRUST Fee Schedule without prior notice.

The TRUST Fee Schedule will be reviewed annually to determine if modifications are necessary. BCBSM does not warrant or guarantee that the review process will result in any increase in the fees.

In addition, BCBSM develops quality programs designed to improve health care outcomes and control health care costs (Quality Programs). The value of services delivered by practitioners is derived from both the direct actions of the practitioner providing the service and other processes, information systems, and organizational work beyond these direct actions. TRUST PRACTITIONER may participate in Quality Programs if he/she meets the standards developed by BCBSM for participation, which shall be published by BCBSM annually in the appropriate provider publication (e.g. *web-DENIS*, *The Record*). Participation in certain Quality Programs may entitle TRUST PRACTITIONER to reimbursement according to the VBR Fee Schedule, which shall be updated at least annually and made available to TRUST PRACTITIONER through publication in the appropriate provider publication. TRUST PRACTITIONER will be informed by the physician organization with which the TRUST PRACTITIONER is affiliated when he/she is eligible for VBR Fee Schedule reimbursement rates.



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