
BlueCross BlueShield of Tennessee Professional Provider Agreement



An Independent Licensee of the
BlueCross BlueShield Association

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BLUECROSS BLUESHIELD OF TENNESSEE
PROFESSIONAL PROVIDER AGREEMENT

THIS PROFESSIONAL PROVIDER AGREEMENT (the "Agreement") is entered into by and between BlueCross BlueShield of Tennessee, Inc., for itself and on behalf of its wholly-owned subsidiaries (collectively, "BCBST"), and the Person ("Professional Provider") that has signed the signature page attached to this Agreement (the "Signature Page"), and is effective as of the later of the latest date set forth beside a Party's signature on the Signature Page, or date the Professional Provider becomes credentialed by BCBST, unless a different date is mutually agreed to by BCBST and the Professional Provider (the "Effective Date"). BCBST and Professional Provider are each sometimes referred to in this Agreement as a "Party" and jointly as the "Parties". This Agreement is invalid if executed and returned to BCBST more than forty-five (45) days after delivered to the Professional Provider.

1. RECITALS

WHEREAS, BCBST issues and administers benefit plans covering the provision of healthcare services to its Members (as such term is defined herein); and

WHEREAS, the Professional Provider is a provider of professional healthcare services; and

WHEREAS, the Parties to this Agreement desire to enter into this Agreement for the Professional Provider, to provide healthcare services to the Members.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

2. DEFINITIONS

"Affiliate(s)" means any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, "control" of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise, and, in any event, and without limitation of the previous sentence, any Person owning fifty percent (50%) or more of the voting securities of another Person shall be deemed to control that Person. In addition to the above, each Person that has been licensed by the BCBSA to use any of the BCBS Marks shall be deemed an Affiliate of BCBST, regardless of any common control requirements or lack of control. Any licensed Person is related to BCBST as a separate and distinct licensee of Blue Cross and Blue Shield.

"Anniversary Date" means _____, notwithstanding the Effective Date of this Agreement or the effective date of participation by Professional Provider in any Network.

"Associated Professional" means the Health Care Professional(s), that serve as partners, associates, employees, etc., of the Professional Provider. Without limiting the foregoing, in the event that Professional Provider is a group practice or independent physician association ("IPA"), "Associated Professional" includes any Health Care Professional that contracts with BCBST through this Agreement.

"BCBSA" means the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield licensees.

“BCBS Marks” means the trademarks, names, logos, symbols and service marks owned by the BCBSA.

“Blue Cross Benefit Plan” means an agreement entered into by BCBST or any of its Affiliates with a Person for the insurance or administration of Covered Services by BCBST or one of its Affiliates.

“Clean Claim” means a claim for payment of Covered Services provided to a Member by a Network Provider that requires no further information, adjustment, or alteration in order to be processed and paid by BCBST or the responsible Payor.

“Covered Service(s)” means those Medically Necessary healthcare services and supplies delivered or provided to a Member and for which benefits are available under the terms of the Member’s Blue Cross Benefit Plans. In determining whether a service is a Covered Service, without limitation, BCBST may rely upon any or all of the following, in its sole discretion:

- a. medical records; or
- b. the protocol(s) under which a proposed service or supply is to be delivered; or
- c. any consent document that a Member will be asked to execute, in order to receive the proposed service or supply; or
- d. the published authoritative medical or scientific literature regarding the proposed service or supply in connection with the treatment of injuries or illnesses; or
- e. regulations and other official publications issued by the Food & Drug Administration (“FDA”) and the United States Department of Health and Human Services (“HHS”); or
- f. the opinions of any Person that contracts with BCBST to assess and coordinate the treatment of Members requiring non-experimental or Investigational services.

“Dispute Resolution Process” means the process set forth in the Provider Manual to resolve disputes between the Parties, including the applicable Provider Dispute Resolution Process and the Medical Management Corrective Action Plan (each as defined in the applicable Provider Manual).

“Emergency” means the definition of the term “emergency” as set forth in the applicable Provider Manual.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated pursuant thereto.

“Healthcare Professional(s)” means a physician, doctor of osteopathy, podiatrist, dentist, chiropractor, midwife, nurse, optometrist, or other individual licensed or certified to practice a healthcare profession by the state or states in which he or she practices such profession.

“Investigational” means the definition of the term “investigational” as set forth in the applicable Provider Manual.

“Maximum Allowable” means the amount that the Payor has determined to be the maximum amount payable for a Covered Service, which shall be the lesser of billed charges or the established fee for the services performed as set forth in the applicable Network Attachment.

“Medically Necessary” means the definition of the term “medically necessary” as set forth in the applicable Provider Manual.

“Member(s)” means an individual eligible to receive Covered Services under a Blue Cross Benefit Plan.

“Member Obligation(s)” means any and all charges that a Network Provider may collect directly from a Member as the Member’s portion of payment for Covered Services, including the copayments, deductibles and coinsurance amounts described in the Member’s Blue Cross Benefit Plan.

“Network” means a group of providers that has agreed to accept a pre-determined fee schedule as payment in full for Covered Services provided to select Members.

“Network Attachment” means an attachment or exhibit to this Agreement that describes the rates to be paid to Professional Provider for provision of certain services to BCBST Members accessing a particular Network. Network Attachments may also include specific terms or conditions applicable only to Professional Provider’s participation in that Network.

“Network Provider” means a healthcare provider contracted to provide Covered Services to Members enrolled in a Blue Cross Benefit Plan.

“Network Participation Criteria” means the minimum qualifications and standards required in order to be considered and selected to participate in a Network, as described in the applicable Provider Manual.

“Non-Covered Services” means those services and supplies that are not included in Covered Services, or are specifically excluded from, or subject to a limitation of, coverage pursuant to the terms of the Provider Manual or the Member’s Blue Cross Benefit Plan. Non-Covered Services are not the same as Non-Reimbursable Services, the definition of which is set forth below.

“Non-Reimbursable Services” means those services and supplies that would have been Covered Services but for the fact that the Professional Provider (i) rendered services or supplies that were not Medically Necessary; (ii) failed to comply with applicable Quality Improvement Program or Utilization Management Program requirements; or (iii) failed to submit a claim for such services or supplies within the submission deadlines established in Section 5.5 of this Agreement. “Non-Reimbursable Services” also include Non-Contracted Services as set forth in the applicable Provider Manual.

“Payor” means a person or entity that is responsible for paying for Covered Services in accordance with the terms of the Blue Cross Benefit Plan under which the Member being treated is covered.

“Person”. shall mean any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or governmental or regulatory authority, whether domiciled in the United States or one of its territories

“Physician” means an individual licensed to practice medicine or osteopathy by the state(s) in which he or she practices such profession.

“Prior Authorization” means an authorization obtained from BCBST for the provision of Covered Services prior to the delivery of that service or period of confinement, as described in the applicable Provider Manual.

“Provider Manual” means the applicable manual(s) set forth on the BCBST website(s) that contain information, including, but not limited to, medical and operating policies and procedures established by BCBST for Network Providers.

“Quality Improvement Program” means the BCBST program which focuses on monitoring and enhancing the quality of healthcare services rendered to Members, as described in the applicable Provider Manual.

“Utilization Management Program” means the BCBST program which focuses on the medical review of healthcare services provided to Members, as described in the applicable Provider Manual.

3. **RELATIONSHIP BETWEEN THE PARTIES**

3.1. **Independence of the Parties**

Professional Provider expressly acknowledges its understanding that this Agreement constitutes a legally binding agreement between Professional Provider and BCBST. BCBST and Professional Provider are independent legal entities contracting with each other solely to carry out the terms of this Agreement for the purposes stated herein. Nothing in this Agreement shall be construed or be deemed to create a relationship other than that of independent parties. BCBST is an independent corporation operating under a license from the BCBSA, permitting BCBST to use the BCBS Marks, and that BCBST is not contracting as the agent of the BCBSA. Professional Provider acknowledges and agrees that it has not entered into this Agreement based upon representations by any Person other than BCBST, and that no Person other than BCBST shall be held accountable or liable to Professional Provider for any of BCBST’s obligations to Professional Provider created under this Agreement.

3.2. **Associated Professionals**

In the event that Professional Provider is a group practice or an IPA, the terms of this Agreement shall apply to any Associated Professionals who contract with BCBST through this Agreement, whether or not such Associated Professionals have individual agreements with BCBST, except as otherwise stated herein.

3.3. **Limitation on Professional Provider and Third Parties**

Professional Provider is entering into this Agreement only for itself and on behalf of its Associated Professionals, if applicable. This Agreement is entered into by Professional Provider with the understanding that this Agreement shall not constitute an agreement between Professional Provider and other providers that are parties to similar agreements or contracts.

4. **SERVICES AND RESPONSIBILITIES**

4.1. **Provision of Services**

- (a) **General.** Under the terms and conditions of this Agreement, Professional Provider and its Associated Professionals, as applicable, shall provide Covered Services to Members in accordance with the provisions of this Agreement, Blue Cross Benefit Plans, and any applicable Network Attachments attached to this

Agreement. Professional Provider acknowledges and agrees that BCBST does not promise, warrant, or guarantee that Professional Provider shall be permitted to participate in any particular Network, or that Professional Provider will render any type or volume of Covered Services to Members. Professional Provider acknowledges that BCBST does not warrant that Members will choose to utilize Professional Provider's services.

- (b) **Standards.** Professional Provider shall be responsible for the medical care and treatment and the maintenance of a patient relationship with each Member that Professional Provider treats. Professional Provider will provide only those services that it or its Associated Professionals are licensed, credentialed, and qualified to provide, and will otherwise abide by the terms of this Agreement, the applicable Network Attachments, and the applicable Provider Manual. Professional Provider will use its best efforts to provide Covered Services to Members in a competent and timely manner. Professional Provider acknowledges and agrees that any determinations made by BCBST pursuant to BCBST's Quality Improvement Program and Utilization Management Program are benefits and not treatment determinations. Professional Provider is solely responsible for making treatment recommendations and decisions in consultation with its patients. Professional Provider shall only provide Covered Services that are: (i) Medically Necessary; and (ii) ordered by an appropriate Healthcare Professional.
- (c) **Eligibility and Coverage Determinations.** Either BCBST or the responsible Payor shall have full discretionary authority to make eligibility and coverage determinations concerning services rendered to Members, in accordance with ERISA, and the terms of a Member's Blue Cross Benefit Plan. Professional Provider shall accept and abide by all such determinations, subject to its right to dispute such determinations pursuant to Section 7 of this Agreement. Professional Provider acknowledges that it has the right to request expedited reconsideration of an adverse benefit determination if Professional Provider reasonably believes that determination will preclude a Member from receiving urgently needed services. Professional Provider further acknowledges that such eligibility and coverage determinations are solely benefit determinations that shall not limit or affect Professional Provider's rights or responsibilities related to the care and treatment of its patients.

4.2. Member Protections

- (a) **Nondiscrimination.** Professional Provider shall provide healthcare services to Members in accordance with recognized standards and within the same time frame as those services provided by Professional Provider to Professional Provider's patients that are not Members. Professional Provider agrees not to differentiate or discriminate in the treatment of Members on the basis of race, sex, age, handicap, religion, national origin, or network reimbursement, and to observe, protect, and promote the rights of Members as patients. BCBST recognizes Professional Provider's right to refuse to treat any Member for appropriate medical or professional reasons, in accordance with applicable state

or federal law, provided that the reason for such refusal is not that the patient is a Member in a participating Blue Cross Benefit Plan.

- (b) **Open Communication.** BCBST encourages open provider-patient communication regarding appropriate treatment alternatives. BCBST will not penalize Professional Provider for discussing Medically Necessary care with Members.
- (c) **Member Relations.** Each Party to this Agreement, their staff, personnel, and agents shall treat Members promptly, fairly and courteously, whether by phone, in person, or in writing. Both Parties, and their respective employees, shall endeavor to maintain a high level of customer service and satisfaction.
- (d) **Disputes.** Professional Provider shall avoid involving Members in disputes between BCBST and Professional Provider.
- (e) **Maximization of Benefits.** Professional Provider acknowledges that BCBST may assist Members from time to time in maximizing their benefits, including through the use of care coordination activities, transparency tools and Member education.

4.3. Prior Authorization

A Prior Authorization may be retroactively denied by BCBST if BCBST subsequently determines that (a) the healthcare services sought were not included as Covered Services under the applicable Blue Cross Benefit Plan; (b) such services were not Medically Necessary; (c) the Member was ineligible for such services at the time the services were rendered; or (d) the information submitted with the Prior Authorization request was not accurate and complete. If BCBST does not authorize a service that requires a Prior Authorization, Provider will not receive payment for such service.

4.4. Exclusivity

This Agreement is not intended, and shall not be construed, to grant Professional Provider an exclusive or preferential right to provide Covered Services to Members, except as expressly provided in this Agreement or a Network Attachment. Professional Provider acknowledges that BCBST may enter into arrangements with other providers to render specified Covered Services to Members on an exclusive or preferential basis. In such circumstances, Professional Provider shall refer Members to such providers to receive those Covered Services in accordance with the applicable Quality Improvement Program and Utilization Management Program requirements.

4.5. License Requirement

Professional Provider represents to BCBST that Professional Provider possesses and shall maintain all certificates and licenses required by BCBST and state and federal law to perform its obligations pursuant to this Agreement. Furthermore, Professional Provider represents that its Associated Providers shall possess and maintain all licenses and certificates required by BCBST and state and federal law.

4.6. Insurance

- (a) **Requirements.** During the Term (as defined herein) of this Agreement, BCBST shall maintain such insurance coverage that BCBST reasonably believes to be appropriate. Professional Provider shall maintain, through the Term of this Agreement, general liability and professional liability insurance coverages, in accordance with BCBST's credentialing and re-credentialing requirements and Network Participation Criteria, as specified in the Provider Manual. Professional Provider's insurance coverage shall provide coverage against claims for damages caused, in whole or in part, by any act or omission by Professional Provider, its Associated Professionals, as applicable, and Professional Provider's other employees, agents, or Affiliates. Professional Provider shall also ensure that each of its Associated Professional will maintain professional liability insurance in types and amounts determined by Professional Provider. Professional Provider shall provide evidence of any of the aforementioned insurance coverage to BCBST upon BCBST's request, and shall inform BCBST immediately of any change in such coverage.
- (b) **State of Tennessee.** Notwithstanding the insurance requirements described above Professional Provider maintains a self-insured fund in lieu of general liability policies. The General Assembly of the State of Tennessee does not authorize State agencies or employees to provide, carry, or maintain commercial general liability insurance or medical, professional, or hospital liability insurance. Claims against the State of Tennessee, or its employees, for injury, damages, expenses, or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law. See Tennessee Code Annotated Sections 8-42-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*

4.7. Credentialing Requirements

Professional Provider acknowledges and agrees that each of its Associated Professionals who is subject to credentialing requirements (i.e., physicians, physician assistants and nurse practitioners) must be credentialed to provide services as a BCBST provider at all times throughout the Term of this Agreement, and must maintain all credentialing requirements in accordance with the applicable Provider Manual. Professional Provider shall routinely monitor said Associated Professionals to ensure adherence to applicable Professional Provider and Provider Manual rules.

4.8. Professional Provider Application

Professional Provider represents to BCBST that Professional Provider's application for participation as a Network Provider (the "Application") has been accurately completed. Professional Provider shall provide copies of documentation as requested by BCBST to verify all information set forth in or required by the Application. Professional Provider agrees that it shall not represent itself as a Network Provider until it has received written confirmation from BCBST that Professional Provider is a Network Provider.

4.9. Notification by Professional Provider

Professional Provider shall immediately notify BCBST of the following:

- (a) any changes of information in Professional Provider's Application; and
- (b) any action initiated against Professional Provider or any of its Associated Professionals, including, but not limited to, an action:
 - (i) for negligence; or
 - (ii) for a violation of law; or
 - (iii) resulting in a sanction or limitation upon any license or certificate issued pursuant to state or federal law or upon Professional Provider's or any Associated Professional's right or ability to participate in any state or federal program; and
- (c) any other problem or situation that would materially impair the ability of Professional Provider or any one of its Associated Professionals to carry out the duties and obligations of this Agreement.

4.10. Accessibility of Professional Provider

Professional Provider shall be available to provide Covered Services to Members at all appropriate times in accordance with applicable BCBST policies and procedures and the "Member Policy" section of the Provider Manual.

4.11. Participation of Physicians

Professional Provider shall guarantee that it is duly authorized to act on behalf of its Associated Professionals in contracting with BCBST and that its Associated Professionals shall participate in the same Networks as Professional Provider.

4.12. Acceptance of Assignments

Professional Provider shall accept assignments for the payment of services provided to Members. Professional Provider shall acquire and maintain all necessary evidence of assignments.

4.13. Referral to Network Providers

In the event that Professional Provider determines that it is necessary to refer any Member to another healthcare provider for the provision of Covered Services, Professional Provider shall ensure that such other healthcare provider is a Network Provider.

4.14. Compliance

The Parties agree to comply with all applicable federal and state laws, rules, and regulations related to this Agreement and the services to be provided hereunder, including, but not limited to, laws and regulations related to fraud, abuse, discrimination, disabilities, confidentiality, privacy, self-referral, false claims, and prohibition of kickbacks.

4.15. Identification Cards

BCBST agrees to provide appropriate identification cards for BCBST Members, which may be in electronic, digital, or physical form. In order to ensure proper identification of each Member, Professional Provider agrees to use reasonable efforts to verify the identity of the BCBST identification card-holder, including, but not necessarily limited to, checking a valid state-issued identification card, a validly-issued driver's license, or any other appropriate picture ID.

5. COMPENSATION

5.1. Reimbursement

- (a) BCBST agrees to pay Professional Provider, via Electronic Funds Transfer ("EFT"), for Covered Services in accordance with (i) state or federal laws or regulations applicable to the Blue Cross Benefit Plan covering the Member receiving Covered Services from Professional Provider, (ii) the terms of this Agreement, and (iii) the terms of the applicable Network Attachment. BCBST will process all claims submitted to BCBST upon receipt of a Clean Claim. In the event that BCBST is unable to pay Professional Provider via EFT, BCBST may, in its discretion, terminate this Agreement in accordance with Section 11.4; provided, however, that BCBST shall not be excused from compliance with state prompt payment requirements.
- (b) Payment to Professional Provider of the Maximum Allowable, less Member Obligations, for Covered Services rendered to a Member shall constitute payment in full for such Covered Services. Professional Provider agrees to accept ninety-eight percent (98%) of billed charges as a payment in full for services rendered to Members not enrolled in a Network. Professional Provider shall not bill any Member for any difference between the Maximum Allowable for a Covered Service and Professional Provider's billed charges for such Covered Service.
- (c) BCBST is not obligated to pay for services provided by Professional Provider that are not Medically Necessary (including Investigational services) or that are Non Covered Services. However, the Parties recognize that Members might request services that are not Medically Necessary or are Non Covered Services. Professional Provider may bill the Member for such services, but only if, prior to performing such services, Professional Provider notifies the Member in writing that the services will not be Covered Services and obtains the Member's informed, written consent in the form of a procedure-specific financial responsibility agreement requiring the Member to acknowledge his or her payment responsibility for such services. Any such procedure-specific financial responsibility agreement must be the same or substantially similar to the form provided in the applicable Provider Manual and must contain the terms provided for therein.
- (d) Professional Provider agrees that in no event, including, but not limited to, non-payment by BCBST (including non-payment as a result of Professional Provider's failure to submit claims in accordance with Section 5.5), rebundling or downcoding of charges by BCBST (as described in Section 5.5), or breach of this Agreement, shall Professional Provider bill, charge, collect a deposit from, seek

compensation from, or have any recourse against Members for Covered Services provided pursuant to this Agreement. This provision shall not prevent Professional Provider from charging Members for applicable Member Obligations or for Non-Covered Services in accordance with Section 5.1 and the applicable Provider Manual. Professional Provider agrees that it will not seek payment from a Member for a Non-Reimbursable Service.

- (e) Notwithstanding Professional Provider's agreement to not seek compensation from a Member for Covered Services, if a Member is subsequently determined to have been ineligible at the time Covered Services were rendered, BCBST shall recover payments made to Professional Provider for Covered Services rendered to that Member within ninety (90) days prior to the date that BCBST was notified or becomes aware that the Member was ineligible. Such recovery will be based upon actual claim payment date. If the Blue Cross Benefit Plan contains a lesser retroactive Member termination clause, such clause shall apply. If a self-funded plan has a different retroactive termination clause or policy, such self-funded provisions shall prevail. Notice of recovery will be sent to Professional Provider no more than thirty (30) days from the date BCBST was first notified of the Member ineligibility.
- (f) If a Payor that has contracted with BCBST to perform administrative services for a group is responsible for reimbursing Professional Provider for services rendered to Members covered by that Payor, BCBST's obligation pursuant to this Section 5.1 shall be limited to making a good faith effort to arrange to have the responsible Payor reimburse Professional Provider for such services. Such services shall be deemed to be Non-Covered Services if the responsible Payor fails to reimburse Professional Provider for otherwise Covered Services.
- (g) Both Parties agree that it is the intent of this Agreement that all payments and dispute resolutions shall be resolved pursuant to the terms of this Agreement and the Provider Manual.
- (h) In the event that any Covered Services for which BCBST compensates Professional Provider under this Agreement are provided under arrangements with another healthcare provider, Professional Provider will be financially liable to the other healthcare provider for such services. Professional Provider will advise the other healthcare provider of Professional Provider's responsibility to pay for such services and will not permit the other healthcare provider to bill, charge or otherwise attempt to collect from BCBST, the Member or any third party for the services. In the event that BCBST or the Member pays the other healthcare provider for such services, BCBST will have the right to recover the amount of such payment from Professional Provider or withhold future payments from Professional Provider equaling the amount of the payment to the other healthcare provider.

5.2. Member Obligation

Professional Provider shall not waive any applicable Member Obligation without BCBST's prior written approval. Professional Provider must bill and make a good faith effort to collect all

applicable Member Obligations from Members as a condition to receiving reimbursement from BCBST for Covered Services.

5.3. Deduction of Certain Payments

BCBST shall have the right to deduct any Member Obligations from payments due Professional Provider. Deductions for the Member Obligations shall be determined on the basis of the applicable contracted reimbursement amounts, as set forth in applicable Network Attachments.

5.4. Overpayments or Underpayments

- (a) Claim payments made by BCBST are contingent upon the accuracy of diagnostic and other information provided to BCBST. If BCBST determines that it has made erroneous overpayments or underpayments to Professional Provider, BCBST may recover or make additional payments to correct such errors. Reasons for overpayments include, without limitation, payments made for Non-Covered Services or Non-Reimbursable Services, duplicate payments, payment made for services rendered to ineligible individuals, payments made as the primary Payor when BCBST should be the secondary Payor, or payments for bundled or Non-Reimbursable Services in accordance with BCBST's claim coding protocols, as specified in the Provider Manual.
- (b) If BCBST determines, in its sole discretion, that it has made an overpayment to Professional Provider, Professional Provider is obligated to and agrees to reimburse BCBST for such overpayment, subject to Professional Provider's right to appeal in accordance with the procedures set forth in the Provider Manual. BCBST may recover the amount of such overpayment by offsetting the overpayment against what is owed or may become due to Professional Provider for other claims, or at its discretion, BCBST may permit direct repayment of the overpayment by Professional Provider.
- (c) For all Networks, other than those requiring a longer period by regulation or statute, BCBST's request for recoupments shall be made no later than eighteen (18) months after the date that BCBST paid the claim submitted by Professional Provider that has been paid in error, except in the case of Professional Provider's fraud, in which case no time limit shall apply.
- (d) Professional Provider agrees that BCBST shall not be required to correct a payment error to Professional Provider if the request for payment correction is made more than eighteen (18) months from the date Professional Provider received payment or notice of non-payment for the specific claim in issue.
- (e) Notwithstanding the foregoing, BCBST's review of relevant financial and/or medical records shall not be limited to such eighteen-month time period, nor shall BCBST be prohibited from pursuing any other remedy available either at law or in equity.

5.5. Submission of Charges

- (a) Professional Provider warrants that all charges submitted for Covered Services are legitimate. Professional Provider agrees to submit all charges for services to

BCBST for adjudication in accordance with the applicable Provider Manual. Professional Provider shall submit charges for Covered Services on Clean Claims within one hundred eighty (180) days from the date Covered Services have been rendered to the Member or, for facilities, within one hundred eighty (180) days from the date of discharge of the Member. If BCBST is the secondary Payor to another commercial insurer or Medicare, claims must be submitted within sixty (60) days from the date indicated on the primary insurer's remittance advice or explanation of benefits. Failure to submit claims within the proper time period will result in denial of claims. Professional Provider agrees to abide by recognized standards of coding, as determined by BCBST, and shall not engage in any unbundling, upcoding or any similar activities. In addition, BCBST shall have the authority, where BCBST determines that such activity has occurred, to rebundle, down code and otherwise address and correct such activities.

- (b) Professional Provider agrees to provide all administrative, clinical and support services necessary to deliver the services it is licensed, credentialed and qualified to provide. Professional Provider also agrees that it will not engage in the unbundling of such services or permit other providers to bill for such administrative, clinical and support services.
- (c) To assist Professional Provider in submitting charges in accordance with recognized standards of coding and BCBST's coding edits, BCBST represents that it will publish and make known to Professional Provider its coding edits and reimbursement rules. BCBST will give Professional Provider notice of changes to its coding edits and reimbursement rules in accordance with its standard notice process.
- (d) **Pass-Through Charges.** Professional Provider agrees not to pass through to BCBST or the Member any charges which Professional Provider incurs as a result of providing supplies or making referrals to another provider or entity. Examples include, but are not limited to, pass-through charges associated with laboratory services, pathology services, radiology services, and durable medical equipment.

5.6. Coordination/Maintenance of Benefits

When a Member is eligible for benefits under more than one health insurance program, policy, or other form of governmental or non-governmental health insurance coverage, the determination of primary and secondary liability ("Coordination/Maintenance of Benefits") will be made in accordance with applicable rules and established guidelines. Professional Provider shall make a good faith effort to determine if a Member is eligible for Coordination/Maintenance of Benefits. If Professional Provider becomes aware of the availability of other health insurance coverage, it shall promptly notify BCBST of that fact. Professional Provider may seek payment for the provision of services rendered by Professional Provider from multiple health benefit plans when a Member is eligible to receive benefits from other health insurers. If BCBST is the secondary Payor, then BCBST shall coordinate with the primary insurance carrier or Payor and pay up to the Maximum Allowable or will pay as set forth in the Member's Blue Cross Benefit Plan. When Professional Provider seeks payment from another insurer, Professional Provider is not obligated to seek payment from such insurer based on the rates in the applicable Network Attachment. BCBST and Professional Provider shall cooperate and exchange information regarding alternative

health coverage of Members and other information relative to Coordination/Maintenance of Benefits.

5.7. Subrogation and Right to Recover

- (a) Professional Provider acknowledges and agrees that BCBST shall be subrogated to and have the right to recover amounts paid for Covered Services whenever a Member receives such Covered Services to treat illnesses or injuries caused by the Member or a third party. In such circumstances, BCBST shall have the right to recover amounts paid for Covered Services for the Member's illness or injury on a first-dollar basis, regardless of whether the Member has been made whole for his or her injuries. Professional Provider agrees that BCBST's right to reimbursement or subrogation are net of reasonable costs and attorney's fees, such costs and fees not to exceed thirty percent (30%) of the gross amount owed to BCBST.
- (b) Professional Provider acknowledges and agrees that it shall have no right of subrogation or recovery from the Member or a third party for Covered Services rendered to a Member pursuant to this Agreement. Payment of the applicable Maximum Allowable shall be payment in full for such Covered Services.
- (c) Professional Provider agrees to notify BCBST promptly, but no later than fourteen (14) days after treatment, if it renders Covered Services to a Member to treat an illness or injury that may have been caused by the Member or by a third party. Further, Professional Provider agrees to cooperate with BCBST and to provide any information, documentation, and assistance reasonably requested to permit BCBST to protect and enforce its rights under this section. If Professional Provider does not notify BCBST within fourteen (14) days of treatment of a Member for an illness or injury that may have been caused by the Member or a third party, and BCBST suffers injury because of the delay, Professional Provider agrees that BCBST shall have the right to recover any and all amounts owed from Professional Provider.

6. QUALITY IMPROVEMENT AND UTILIZATION MANAGEMENT

6.1. Quality Improvement and Utilization Management Programs.

BCBST, or an entity designated by BCBST, shall maintain Quality Improvement Programs and Utilization Management Programs and shall monitor the delivery of healthcare services to Members. For the purposes of providing Covered Services to Members, Professional Provider agrees to comply with BCBST's Quality Improvement Programs and Utilization Management Programs. BCBST may monitor Professional Provider's quality improvement activities and compliance with Quality Improvement Programs and Utilization Management Programs.

7. RESOLUTION OF DISPUTES

7.1. Meeting of Parties.

BCBST and Professional Provider agree to meet and confer in good faith to resolve any problem, dispute, or controversy that may arise under this Agreement.

7.2. Disputes.

The Parties agree to resolve all disputes in accordance with BCBST's Dispute Resolution Process as set forth in the Provider Manual unless otherwise agreed to in writing by the Parties.

7.3. Notice and Resolution of Complaints.

If a grievance regarding Professional Provider is received by Professional Provider from a Member or any other Network Provider, Professional Provider agrees to promptly notify BCBST in writing and provide all details of such complaint. Professional Provider agrees to cooperate fully with BCBST in the investigation and resolution of any grievance or complaint by a Member or any other Network Provider.

7.4. Negotiations.

The Parties agree that negotiations of rates, participation, and other terms of this Agreement are not subject to the dispute resolution procedures set forth in this section.

8. USE OF NAMES

8.1. Use of Professional Provider's Name.

BCBST shall have the right to use the name of Professional Provider and its Associated Professionals, as applicable, for purposes of informing Members of the identity of Professional Provider and its Associated Professionals through written (e.g., directories) or oral means, and otherwise to carry out the terms of the Agreement.

8.2. Professional Provider Information.

BCBST shall be permitted to collect, compile, compare, and disseminate information regarding Professional Provider and its Associated Professionals, as applicable, pursuant to, and in accordance with, Tennessee law.

8.3. Use of BCBST's Name.

Professional Provider shall not use BCBST's name, symbols, trademarks, or service marks in advertising or promotional materials, or in any other way, without the prior written consent of BCBST and shall cease any such permitted usage immediately upon written notice from BCBST to do so, or upon termination of this Agreement, whichever occurs first.

9. RECORDS, ACCESS, INSPECTION AND CONFIDENTIALITY

9.1. Processing of Claims.

Professional Provider will furnish to BCBST, without charge, all information reasonably required by BCBST for the proper processing and adjudication of claims, including complete and accurate descriptions of the services performed and charges made. Professional Provider will furnish such data in an electronic format and provide all encounter data as requested by BCBST.

9.2. Maintenance of Records.

Professional Provider shall prepare and maintain all appropriate records on Members receiving services. The records shall be maintained (i) in accordance with prudent record-keeping procedures, (ii) in a form and manner as determined by BCBST to be reasonably acceptable, and (iii) as required by law. Notwithstanding the foregoing, BCBST is not defining or prescribing the medical and clinical information and content of the records, so long as such records comply with applicable law.

9.3. Audits and Inspections.

Professional Provider agrees that BCBST, or a representative designated by BCBST, is allowed to perform audits and inspections of financial and medical records related to the performance of services under this Agreement and Utilization Management and Quality Improvement Programs covering the provision of services to any Member, pursuant to the guidelines as set forth in the Provider Manual. Such audits and inspections shall be permitted without charge to BCBST or its designated representative, who shall be provided copies of records involving the audit or inspection without charge. Except in the event of suspected fraud or other illegal activity, such inspection, audit and duplication shall occur only after reasonable notice and during regular working hours. Professional Provider will use its best efforts to furnish records requested by BCBST promptly and in an electronic format. Audits and inspections are conducted as part of BCBST's healthcare operations in accordance with applicable federal law.

9.4. Availability of Records.

Subject to all applicable privacy and confidentiality requirements as required by law, the medical records of Members shall be made available in a timely manner to Healthcare Professionals treating Members, and to BCBST, its agents and representatives, at no charge to BCBST or to Members. In the event that a Member is transferred from Professional Provider, dis-enrolls from his or her Blue Cross Benefit Plan, or Professional Provider no longer participates in the Member's Network, Professional Provider shall, upon Member's request and at no cost, provide a copy of such Member's medical records to BCBST, the Member and the attending Physician in a timely manner, as appropriate for the efficient provision of care to such Member.

9.5. Confidentiality.

Each Party, its Affiliates, and its and their respective officers, directors, and employees shall hold all information received or disclosed pursuant to this Agreement in strict confidence and in accordance with applicable state and federal law. The Parties agree not to reveal financial or other terms and conditions of this Agreement to any other Person or entity, except as required by law, required by a valid court order, or mutually agreed to in a writing executed by both Parties. Further, and notwithstanding the confidentiality provisions in this section, Professional Provider authorizes BCBST to collect, compile, compare, and disseminate information concerning, without limitation, Professional Provider's utilization of services, fees or charges, compliance with requirements for Utilization Management and Quality Improvement Programs, BCBST Member satisfaction results, and performance within the industry. BCBST may disseminate such information to Professional Provider, other Network Providers, Payors, customers and potential customers, BCBST Members, and regulatory or accreditation agencies, provided that, in the event

that BCBST provides such information directly to another Network Provider of the same type as Professional Provider, the information provided will not identify Professional Provider unless Professional Provider has consented in writing. This provision will survive termination or expiration of this Agreement for any reason.

10. LIABILITY AND INDEMNIFICATION

10.1. Third Party Acts and Omissions.

Neither BCBST, Professional Provider, nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other Party.

10.2. Indemnification.

The Parties acknowledge that a governmental entity, as the same is defined in the Tennessee Code Annotated Section 29-20-102, may be protected by the limitation of liability imposed by the Tennessee Governmental Tort Liability Act, as defined in Tennessee Code Annotated Section 29-20-101 *et seq.* The Parties also acknowledge that any non-Tennessee governmental entity may be protected by a similar limitation of liability. If so, Professional Provider agrees to provide the statutory reference to BCBST's legal counsel.

11. TERM; TERMINATION

11.1. Term.

This Agreement shall be effective for a fixed period (the "Fixed Period") of three (3) years, beginning _____, _____ and continuing through and including _____, _____; thereafter, this Agreement shall continue in effect for successive renewal periods of one (1) year each, unless and until terminated in accordance with the terms of this Agreement, up to a total term of five (5) years. The Fixed Period and any renewal periods may be referred to as the "Term" of this Agreement. Professional Provider's participation in specific Networks shall become effective as of the date noted for the applicable Network, and shall remain in effect until terminated in accordance with the terms of this Agreement. In the event this Agreement terminates, participation in all Networks pursuant to this Agreement shall also terminate. Notwithstanding anything to the contrary contained herein, if Professional Provider and each of its Associated Professionals are not properly credentialed by BCBST within ninety (90) days of the date this Agreement is signed by the Professional Provider, this Agreement and participation in all Networks pursuant to this Agreement will automatically terminate and become null and void.

11.2. Without Cause Termination.

Neither Party may terminate this Agreement without cause during the Fixed Period. Thereafter, either Party may terminate this Agreement or its participation in a Network by giving, via certified mail or courier service, written notice to the other Party no later than one hundred and twenty (120) days prior to the Anniversary Date.

11.3. Material Breach.

This Agreement or participation in a specific Network may be terminated by either Party by giving, via certified mail or overnight courier service, thirty (30) days' prior written notice to the other Party if the Party to whom notice is given is in material breach of any provisions of this Agreement. The Party claiming the right to terminate will set forth in the notice, the facts underlying the claim that the other is in breach of this Agreement. Remedy of the breach to the satisfaction of the Party giving notice, within thirty (30) days of notice, will nullify the intended termination notice. However, if BCBST becomes aware, in its reasonable judgment, of a pattern of activity or practice of Professional Provider that constitutes multiple material breaches under this Agreement, BCBST may terminate this Agreement and Professional Provider's participation in all Networks pursuant to this Agreement immediately by providing Professional Provider with written notice of such termination.

11.4. BCBST Immediate Termination.

BCBST may, immediately on written notice, terminate this Agreement with regard to Professional Provider or may exclude any Associated Professional from participation under this Agreement in the event that:

- (a) Professional Provider's or one of its Associated Professional's, license to provide healthcare services is suspended, terminated, revoked or limited, or if Professional Provider or one of its Associated Professionals is placed on probation by any applicable licensing authority; or
- (b) Professional Provider, or one of its Associated Professionals, as applicable, in BCBST's sole determination, provides or arranges for care in a manner that (i) jeopardizes the health or safety of a Member; or (ii) fails to meet prevailing recognized community standards of practice, standards established under law, or standards as determined by BCBST; or
- (c) Professional Provider has made a material misrepresentation, in BCBST's determination, in an application or report submitted to BCBST, or any report filed with any person, corporation, partnership, association, federal or state agency, or any other entity, relating to the provision of healthcare services; or
- (d) 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 Professional Provider or an Associated Professional; or
- (e) Professional Provider fails to maintain insurance in accordance with the provisions of Section 4.6 of this Agreement; or
- (f) Judgment in malpractice actions or settlement of malpractice claims (whether or not such claims related to care of Members) of sufficient number or seriousness to suggest deficiencies in patient care and causes Professional Provider or an Associated Professional to no longer meet BCBST's Network Participation Criteria; or

- (g) Any other behavior or circumstance that demonstrates deficiencies in Professional Provider's or an Associated Professional's competence or dedication to providing a level of care that meets prevailing recognized community standards of practice, standards established under law, or standards established by BCBST; or
- (h) Professional Provider or an Associated Professional fails to maintain Network Participation Criteria or to comply with BCBST's credentialing and recredentialing guidelines as established from time to time by BCBST in the Provider Manual; or
- (i) the power to direct the management of BCBST becomes controlled by an entity not controlled by BCBST, or BCBST converts to a for-profit entity.

11.5. Professional Provider Immediate Termination.

Professional Provider may terminate this Agreement immediately in the event that:

- (a) BCBST's license to operate is suspended, revoked or limited; or
- (b) 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 and/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 BCBST.

11.6. Other Termination.

Either Party may terminate this Agreement in accordance with the terms of Sections 12.2 or 13.6 below. BCBST may terminate this Agreement in accordance with the terms of Sections 13.1 or 13.8 below

11.7. Effects of Termination.

The termination of this Agreement shall not release Professional Provider, except as otherwise determined by BCBST, from any obligation to provide Covered Services to a Member who is being treated by Professional Provider until the Member is transferred to the care of another Network Provider. BCBST shall make payments to Professional Provider for such Covered Services in accordance with the terms of this Agreement. Upon termination of this Agreement, the Parties shall cooperate with each other to effect such orderly transfer as promptly as is medically practicable and appropriate. BCBST shall continue to have access to records of Members, for a period of five (5) years after termination of this Agreement or ten (10) years in the case of Members whose Blue Cross Benefit Plan was purchased through the federal health insurance exchange, or as otherwise required by law and as necessary to fulfill the terms of this Agreement and any specific terms applicable to a Network. In addition, in cases of suspected fraud or abuse, BCBST shall continue to have access to records until all matters relating to such fraud and abuse have been resolved.

The Parties agree that money damages may not be a sufficient remedy for any breach of this Agreement. The non-breaching Party, at its option, shall be entitled to terminate this Agreement,

to specific performance, and to injunctive relief, in addition to any other remedies available at law or in equity, upon the breach or threatened breach of this Agreement

11.8. Termination or Exclusion of Associated Professional.

In the event that BCBST excludes an Associated Professional from participation under this Agreement for cause or terminates a direct contract between BCBST and an Associated Professional for cause, such Associated Professional shall no longer be permitted to participate under this Agreement. Professional Provider shall be responsible for notifying Members who present to Professional Provider for treatment that the affected Associated Professional is not participating with BCBST. Professional Provider shall submit any claims for such Associated Professional with the Associated Professional's NPI number. If BCBST determines that Professional Provider has been submitting claims for services rendered by the terminated or excluded Associated Provider in such a way that it appears such services were rendered by a Network Provider, BCBST may terminate this Agreement for cause.

11.9. Cooperation Upon Termination; No Interference; Non-Disparagement.

The Parties agree to cooperate with each other to resolve promptly any outstanding financial, administrative, or patient care issues upon the termination of this Agreement. The Parties further agree to work together in good faith to provide timely and appropriate notice to Members of the anticipated termination date of this Agreement. Professional Provider agrees to assist Members who are under the care of Professional Provider or who have scheduled Covered Services to be provided after the anticipated termination date, in transitioning to another Network Provider. Professional Provider further agrees to promptly supply all records and documents necessary for the settlement of outstanding claims for Covered Services upon the termination of the Agreement. Professional Provider also agrees to refrain in every instance from interfering with the contractual relationship between BCBST and its Members or to discourage any person from doing business with BCBST.

11.10. Survival.

It is the express intention and agreement of the Parties that Sections 5.1 and 5.7, Section 9, and Sections 11.7, 11.8, 11.9 and all other sections which by their terms are intended to survive termination, or which are necessary for the resolution of all matters unresolved, shall survive any termination of this Agreement

12. UNFORESEEN CIRCUMSTANCES

12.1. Unforeseen Circumstances.

In the event that Professional Provider's operations are interrupted by acts of war, fire, terrorism, insurrection, labor disputes, riots, earthquakes, or other acts of nature beyond its reasonable control, Professional Provider shall be relieved of its obligation to perform any services that are affected, such that it could not render quality healthcare to any Member.

12.2. Right of Termination.

In the event that the Covered Services to be provided by Professional Provider are substantially interrupted so that Professional Provider cannot adequately render quality healthcare due to the events described in Section 12.1, for a period of sixty (60) days, BCBST shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to Professional Provider.

13. GENERAL PROVISIONS

13.1. Assignment; Change of Control.

This Agreement shall not in any manner be assigned by Professional Provider, including to any successor-in-interest or by operation of law, without the prior written consent of BCBST, which consent may be withheld by BCBST for any reason. In the event of a change of control affecting Professional Provider, Professional Provider shall notify BCBST in writing, and BCBST, at its discretion, may terminate this Agreement by providing Professional Provider written notice within thirty (30) days of receiving Professional Provider's notice of the change of control.

BCBST may assign this Agreement to any of its Affiliates without Professional Provider's prior written consent. Any assignment or attempt to do the same that is in violation of this Section 13.1 shall be void and shall have no binding effect. This Agreement shall be binding on, and inure to the benefit of, the Parties to this Agreement and their respective successors and permitted assigns.

13.2. Acquisitions.

Professional Provider may acquire or be acquired by, merge with, or otherwise become affiliated with another provider of health care services. If such other provider was already a Network Provider, either through a direct agreement with BCBST or as an associated professional with another Professional Provider, BCBST may, at its option, continue to apply the rates previously contracted by the other Network Provider (and any of its Associated Professionals) and Professional Provider to the services provided by each of them respectively for the greatest of: (a) the remaining term of Professional Provider's participation agreement in effect prior to the acquisition, merger or affiliation; (b) the remaining term of the other Network Provider's participation agreement in effect prior to the acquisition, merger or affiliation; or (c) one (1) year.

13.3. Subcontracting.

Professional Provider shall not subcontract this Agreement, or any portion of this Agreement, without the prior written consent of BCBST, which consent may be withheld by BCBST for any reason. Notwithstanding anything to the contrary herein, BCBST may subcontract any administrative function as it relates to this Agreement to any organization it so designates. In addition, in the absence of a separate agreement with any entity referenced in this section, the terms of this Agreement or any Network Attachment(s) shall be applicable to any services provided to individuals covered under healthcare plans insured or administered by any entity or its Affiliates that is licensed by the BCBSA to use the BCBS Marks.

13.4. Waiver of Breach.

Neither the waiver by either of the Parties of a breach of, or a default under, any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement, or to exercise any right or privilege hereunder, shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.

13.5. Notice.

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be hand delivered (including delivery by courier), mailed by first-class, registered, or certified mail, return receipt requested, delivered by overnight courier, or transmitted electronically or by facsimile addressed as follows:

If to BCBST:

BlueCross BlueShield of Tennessee, Inc.
Attention: Provider Contract Management
1 Cameron Hill Circle
Chattanooga, Tennessee 37402

If to Professional Provider:

As designated on the attached Signature Page.

Either Party may designate by notice in writing a new address to which any notice, demand, request, or communication may thereafter be so given, served, or sent. Notice is deemed effective upon the earlier to occur of (x) the date actually received and (y) when documented deposited with the appropriate third party (i.e., postmarked by the US Postal Service or accepted by overnight courier) or, if sent electronically, on the date transmitted.

13.6. Severability.

In the event that any part of any provision of this Agreement is rendered invalid or unenforceable under applicable law, or is declared null and void by any court of competent jurisdiction, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining parts of this Agreement.

In such event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided above, and its removal has the effect of materially altering the obligations of a Party in such manner as (i) will cause serious financial hardship to such Party; or (ii) will cause such Party to act in violation of its corporate articles or bylaws, the Party so affected shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

13.7. Entire Agreement.

This Agreement, together with the applicable Provider Manual, and other manuals provided to Professional Provider via the BCBST website or in hard copy format, and exhibits, schedules, and attachments, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, whether oral or written. This Agreement shall remain in full force and effect with respect to all Members, unless otherwise expressly stated. Each Network Attachment is enforceable under the terms and conditions contained therein and, in the event of a conflict between the language of this Agreement and any Network Attachment, the language of the Network Attachment shall prevail as to participation in that particular Network.

13.8. Provider Manual; Amendments.

- (a) The terms and conditions of the Provider Manual are incorporated into, and made a part of, this Agreement by this reference. Unless expressly stated otherwise, if a conflict arises between this Agreement and the Provider Manual, the terms and conditions of the Provider Manual shall prevail. BCBST retains the right to change, revise, modify, or alter the terms of the Provider Manual upon at least thirty (30) days' prior written notice to Professional Provider.
- (b) BCBST retains the right to change, revise, modify, or alter the terms of any Blue Cross Benefit Plan issued or administered by BCBST without prior approval or notice to Professional Provider.
- (c) The removal of a Network Provider from a Network, or a change (i) to a Blue Cross Benefit Plan, (ii) to BCBST policies or procedures, or (iii) required by state or federal laws and regulations, shall be automatically incorporated herein to the extent the services rendered by Professional Provider pursuant to this Agreement are affected by such removal or change.
- (d) BCBST shall have the right to amend this Agreement in accordance with the following procedure:
 - (i) BCBST shall furnish Professional Provider with the proposed amendment in writing;
 - (ii) Professional Provider shall have thirty (30) days after notice of the amendment in which to respond in writing to BCBST. If Professional Provider either accepts such amendment or fails to respond in writing within such period, the proposed amendment shall be deemed accepted by Professional Provider and shall become effective, and therefore binding on Professional Provider and BCBST, upon the earlier of Professional Provider's written acceptance or the expiration of such thirty (30) day period; and
 - (iii) If Professional Provider notifies BCBST in writing by certified mail within thirty (30) days after notice of the amendment that Professional Provider does not accept the proposed amendment, such amendment shall not take effect and BCBST shall have the right to elect either (i) to have this Agreement remain in effect in accordance with its terms without the proposed amendment or (ii) to terminate this Agreement by giving written notice not less than fifteen (15) days prior to the effective date of termination.

(iv) Notwithstanding the foregoing, the Parties recognize that any contract amendments affecting Professional Provider are subject to approval by the Metro Nashville Board of Health and the Nashville Metro Council. In the event that either of these governing bodies votes to reject an amendment that has taken effect pursuant to this Section within ninety (90) days of such amendment taking effect, Health Department may provide such rejection to BCBST in writing and BCBST shall have the right to elect either (i) to have this Agreement remain in effect in accordance with its terms without the proposed amendment or (ii) to terminate this Agreement by giving written notice fifteen (15) days prior to the effective date of termination.

(e) Except as otherwise provided in this Section 13.8, this Agreement, or any part, article, section, exhibit, or Network Attachment(s) hereto, may be amended, altered, or modified only in a writing duly executed by both Parties.

13.9. Headings.

The headings of articles and sections contained in this Agreement are for reference purposes only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, interpretation, construction, or scope of this Agreement.

13.10. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Tennessee, without regard to any law that would render such choice of law ineffective.

13.11. Execution of Agreement.

Each Party represents and warrants that it may lawfully execute this Agreement and perform the obligations described herein, and that the execution of this Agreement and compliance with its provisions will not in any material respect conflict with or constitute a default (immediately, with due notice, with the passage of time, or otherwise) under any agreement or instrument to which it is a party, or to the best of its knowledge, under any applicable law, rule, regulation, court order, or decree. Professional Provider shall, immediately notify BCBST in the event of a change in the individuals authorized to act on behalf of Professional Provider with regard to this Agreement, and will, from time to time upon BCBST's reasonable request, provide documentation confirming authorized signatories for purposes of this Agreement.

13.12. Counterparts and Electronic Signatures.

To facilitate execution, this Agreement may be executed in one or more counterparts, each of which shall be considered an original, and which collectively shall constitute the Agreement. A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature.

14. [RESERVED]

15. BLUE NETWORK P PARTICIPATION

15.1 Definitions.

- (a) "Network P Fixed Term" shall mean _____, _____, _____, through and including _____, _____.
- (b) "Network P Members" shall mean those BCBST Members whose health benefits are delivered through BCBST's Blue Network P.

15.2 Participation. Professional Provider agrees to participate in BCBST's Blue Network P for the purpose of providing health care Covered Services to Network P Members.

15.3 Reimbursement. For Covered Services provided to Network P Members, BCBST will pay Professional Provider the Maximum Allowable in accordance with the attached Network Attachment P, which is incorporated by reference into this Agreement, at the time of service, less any applicable Member Obligation.

The Maximum Allowable set forth in Network Attachment P shall represent the maximum amount payable to Professional Provider for Covered Services rendered to Network P Members.

BCBST will revise Network Attachment P pursuant to the methods and time frames established in Network Attachment P or in the applicable Provider Manual. In the event that a prior agreement established a different payment method, the date of service, or the admission date in the case of inpatient services, controls the payment method to be applied.

15.4 Term and Termination. Professional Provider's participation in Network P shall be effective through the Network P Fixed Term and, thereafter, shall renew automatically for successive periods of one (1) year each, unless terminated in accordance with the terms of this Agreement.

During the Network P Fixed Term, neither Party may terminate Professional Provider's participation in Network P pursuant to Section 11.2 of this Agreement, but only for a material breach or for cause as set forth in this Agreement. Either Party may terminate participation in Network P effective after the Network P Fixed Term pursuant to Section 11.2 or any other applicable termination provision of this Agreement.

Termination of participation in Network P does not terminate this Agreement or participation in any other BCBST network.

15.5 Network-specific Terms.

- (a) [TO BE COMPLETED WHEN REQUIRED]

16. BLUE NETWORK S PARTICIPATION

16.1 Definitions.

- (a) "Network S Fixed Term" shall mean _____, _____, _____, through and including _____, _____.

(b) "Network S Members" shall mean those BCBST Members whose health benefits are delivered through BCBST's Blue Network S.

16.2 Participation. Professional Provider agrees to participate in BCBST's Blue Network S for the purpose of providing health care Covered Services to Network S Members.

16.3 Reimbursement. For Covered Services provided to Network S Members, BCBST will pay Professional Provider the Maximum Allowable in accordance with the attached Network Attachment S, which is incorporated by reference into this Agreement, at the time of service, less any applicable Member Obligation.

The Maximum Allowable set forth in Network Attachment S shall represent the maximum amount payable to Professional Provider for Covered Services rendered to Network S Members.

BCBST will revise Network Attachment S pursuant to the methods and time frames established in Network Attachment S or in the applicable Provider Manual. In the event that a prior agreement established a different payment method, the date of service, or the admission date in the case of inpatient services, controls the payment method to be applied.

16.4 Term and Termination. Professional Provider's participation in Network S shall be effective through the Network S Fixed Term and, thereafter, shall renew automatically for successive periods of one (1) year each, unless terminated in accordance with the terms of this Agreement.

During the Network S Fixed Term, neither Party may terminate Professional Provider's participation in Network S pursuant to Section 11.2 of this Agreement, but only for a material breach or for cause as set forth in this Agreement. Either Party may terminate participation in Network S effective after the Network S Fixed Term pursuant to Section 11.2 or any other applicable termination provision of this Agreement.

Termination of participation in Network S does not terminate this Agreement or participation in any other BCBST network.

16.5 Network-specific Terms.

(a) [TO BE COMPLETED WHEN REQUIRED]

17. [THIS SECTION INTENTIONALLY OMITTED]

18. [THIS SECTION INTENTIONALLY OMITTED]

19. [THIS SECTION INTENTIONALLY OMITTED]

20. [THIS SECTION INTENTIONALLY OMITTED]

21. [THIS SECTION INTENTIONALLY OMITTED]

22. [THIS SECTION INTENTIONALLY OMITTED]

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this BlueCross BlueShield of Tennessee, Inc. Professional Agreement intending to be bound on the Effective Date.

BlueCross BlueShield of Tennessee, Inc.

Metropolitan Government of Nashville & Davidson County

Signature: Marc Barclay
Print Name: Marc Barclay
Title: VP, Provider Networks & Contracting
Date: 04/30/2018

Signature: Bill Paul
Print Name: 5.10.2018
Title: Director of Health
Date: 5-7-18

Provider Tax ID: 620694743

Group NPI: 1992185854

Address for Notice:

Street: 2500 Charlotte Ave

City: Nashville

State: TN

Zip Code: 37209

E-mail: bill.paul@nashville.gov

EXHIBIT 1
Metropolitan Government of Nashville & Davidson County
TaxID: 620694743

For
Groups Identified Below

Group Name	NPI
Davidson County Health Department	1992185854

CM13005

BLUE NETWORK P ATTACHMENT

Category	Fee/Source	Pricing
Evaluation and Management		
E&M - Office Visits	2013 CMS RBRVS	112%
E&M - Neonatal	2013 CMS RBRVS	116%
E&M - Preventative	2013 CMS RBRVS	116%
E&M - Other	2013 CMS RBRVS	112%
Surgery		
Surgery - Cardiovascular System	2013 CMS RBRVS	130%
Surgery - Digestive System	2013 CMS RBRVS	126%
Surgery - Eye and Ocular Adnexa	2013 CMS RBRVS	126%
Surgery - Female Genital	2013 CMS RBRVS	130%
Surgery - Integumentary System	2013 CMS RBRVS	126%
Surgery - Maternity Delivery	2013 CMS RBRVS	130%
Surgery - Musculoskeletal System	2013 CMS RBRVS	130%
Surgery - Nervous System	2013 CMS RBRVS	130%
Surgery - Urinary System	2013 CMS RBRVS	126%
Surgery - Other	2013 CMS RBRVS	126%
Radiology		
Radiology - Diagnostic Imaging	2013 CMS RBRVS	106%
Radiology - Nuclear Medicine	2013 CMS RBRVS	106%
Radiology - Radiation Oncology	2013 CMS RBRVS	106%
Radiology - Other	2013 CMS RBRVS	106%
Pathology and Lab		
Clinical Laboratory	2013 CMS Clinical Laboratory	52%
Non-Clinical Laboratory	2013 CMS RBRVS	52%
Laboratory Pathology	2013 CMS RBRVS	52%
Medicine		
Medicine - Allergy & Clinical Immunology	2013 CMS RBRVS	112%
Medicine - Cardiovascular	2013 CMS RBRVS	130%
Medicine - Chiropractic Manipulative Therapy	2013 CMS RBRVS	106%
Medicine - Dermatology	2013 CMS RBRVS	112%
Medicine - Neurology & Neuromuscular	2013 CMS RBRVS	130%
Medicine - Ophthalmology	2013 CMS RBRVS	112%
Medicine - Physical Medicine & Rehabilitation	2013 CMS RBRVS	94%
Medicine - Pulmonary	2013 CMS RBRVS	130%
Medicine - Behavioral Health ³	2013 CMS RBRVS	112%
Medicine-Other	2013 CMS RBRVS	112%
Other		
Immunization Administration ⁴	2013 CMS RBRVS	100%
Immunizations ⁵	% AWP	95%
Injectables ⁶	% Base ASP	106%
Medication Administration ⁷	2013 CMS RBRVS	112%
DME and Supplies	% Reg C DMEPOS Fee Schedule	75%
Routine Venipuncture	Set fee	\$7.00
Anesthesia Conversion Factor		\$53.00
Ambulance	2013 CMS Ambulance Schedule	100%
CAT III	<i>Based on factors for band of like service</i>	
HCPCS	<i>Based on factors for band of like service</i>	

¹ Codes are assigned to categories based on their placement in corresponding code ranges in the Current Procedure Terminology (CPT) Manual published by the American Medical Association.

² Pricing in this table applies to services performed by a physician.

³ Includes Medicine - Psychiatry and Medicine - Biofeedback

⁴ Includes Medicine - Immunization Administration for Vaccines and Toxoids

⁵ Includes Medicine - Vaccines and Toxoids

⁶ Includes Medicine - Immune Globulins, Serum or Recombinant Products, HCPCS for medications

⁷ Includes Medicine - Therapeutic, Prophylactic, Diagnostic Injections and Infusions and Chemotherapy and Other Highly Complex Drug or Highly Complex Biologic Agent Administration

<u>Reimbursement Policy</u>	<p><u>The table above, in conjunction with BCBST's reimbursement policies, as fully detailed in the Provider Manual, sets forth the basis for calculating the established fee for Covered Services provided to BCBST Members who receive benefits through CM13005. Any updates and/or changes to BCBST's reimbursement policies will be communicated no later than thirty (30) days prior to implementation thereof via BCBST's standard method of notice.</u></p>
<u>Code Assignment; Exceptions</u>	<p><u>The fee source for most bands on this Network Attachment is the 2013 CMS RBRVS. However, for new codes or codes for which CMS does not publish a fee or methodology (i.e., codes other than those with status code "A") that fall into those categories, reimbursement will be based on a reasonable allowable determined by BCBST, as described in the Provider Manual. In the event that CMS publishes a fee for a code for which it did not previously publish a fee, BCBST will implement such fee within a reasonable amount of time after publication.</u></p>
<u>Calculation of Established Fee</u>	<p><u>For those procedure codes that fall into bands with a fee source of 2013 CMS RBRVS, the established fee will be calculated based on the Relative Value Units (RVUs), conversion factors and Geographic Practice Cost Indices (GPCIs) in effect as of October 31, 2013. No updates will be made to these fee components, except: (1) any new procedure code added after October 31, 2013 will be added as noted above; or (2) in the event that the AMA modifies the code description or the underlying use of the code, BCBST will treat the code as a new code in order to remain consistent with recognized coding guidelines.</u></p> <p><u>Other fee components, which are listed in the Guidelines for Resource Based Relative Value Scale (RBRVS) Reimbursement Methodology in the Provider Manual, may be updated to ensure that reimbursement is consistent with current usage of the code. Updates to these components may result in increases or decreases to the established fee at the individual code level.</u></p>
<u>Addition/Deletion of Codes</u>	<p><u>Addition and deletion of codes will be done in accordance with Section VI.B. Billing and Reimbursement-General Billing Information of the Provider Manual.</u></p>
<u>Confidentiality</u>	<p><u>This Network Attachment is confidential and proprietary information of BCBST, protected under Tennessee Code Annotated § 56-7-1013. It is not to be duplicated or revised without the written consent of BCBST.</u></p>

CM13003

BLUE NETWORK S ATTACHMENT

Category	Fee Source	Pricing
Evaluation and Management		
E&M - Office Visits	2013 CMS RBRVS	104%
E&M - Neonatal	2013 CMS RBRVS	108%
E&M - Preventative	2013 CMS RBRVS	108%
E&M - Other	2013 CMS RBRVS	104%
Surgery		
Surgery - Cardiovascular System	2013 CMS RBRVS	122%
Surgery - Digestive System	2013 CMS RBRVS	118%
Surgery - Eye and Ocular Adnexa	2013 CMS RBRVS	118%
Surgery - Female Genital	2013 CMS RBRVS	122%
Surgery - Integumentary System	2013 CMS RBRVS	118%
Surgery - Maternity Delivery	2013 CMS RBRVS	122%
Surgery - Musculoskeletal System	2013 CMS RBRVS	122%
Surgery - Nervous System	2013 CMS RBRVS	122%
Surgery - Urinary System	2013 CMS RBRVS	118%
Surgery - Other	2013 CMS RBRVS	118%
Radiology		
Radiology - Diagnostic Imaging	2013 CMS RBRVS	98%
Radiology - Nuclear Medicine	2013 CMS RBRVS	98%
Radiology - Radiation Oncology	2013 CMS RBRVS	98%
Radiology - Other	2013 CMS RBRVS	98%
Pathology and Lab		
Clinical Laboratory	2013 CMS Clinical Laboratory	52%
Non-Clinical Laboratory	2013 CMS RBRVS	52%
Laboratory Pathology	2013 CMS RBRVS	52%
Medicine		
Medicine - Allergy & Clinical Immunology	2013 CMS RBRVS	104%
Medicine - Cardiovascular	2013 CMS RBRVS	122%
Medicine - Chiropractic Manipulative Therapy	2013 CMS RBRVS	98%
Medicine - Dermatology	2013 CMS RBRVS	104%
Medicine - Neurology & Neuromuscular	2013 CMS RBRVS	122%
Medicine - Ophthalmology	2013 CMS RBRVS	104%
Medicine - Physical Medicine & Rehabilitation	2013 CMS RBRVS	86%
Medicine - Pulmonary	2013 CMS RBRVS	122%
Medicine - Behavioral Health ¹⁰	2013 CMS RBRVS	104%
Medicine-Other	2013 CMS RBRVS	104%
Other		
Immunization Administration ¹¹	2013 CMS RBRVS	100%
Immunizations ¹²	% AWP	95%
Injectables ¹³	% Base ASP	106%
Medication Administration ¹⁴	2013 CMS RBRVS	106%
DME and Supplies	% Reg. C/DMEPOS Fee Schedule	75%
Routine Venipuncture	Set fee	\$7.00
Anesthesia Conversion Factor		\$48.00
Ambulance	2013 CMS Ambulance Schedule	100%
CAT III	<i>Based on factors for band of like service</i>	
HCPCS	<i>Based on factors for band of like service</i>	

⁸ Codes are assigned to categories based on their placement in corresponding code ranges in the Current Procedure Terminology (CPT) Manual published by the American Medical Association.

⁹ Pricing in this table applies to services performed by a physician.

¹⁰ Includes Medicine - Psychiatry and Medicine - Biofeedback

¹¹ Includes Medicine - Immunization Administration for Vaccines and Toxoids

¹² Includes Medicine - Vaccines and Toxoids

¹³ Includes Medicine - Immune Globulins, Serum or Recombinant Products, HCPCS for medications

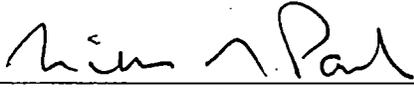
¹⁴ Includes Medicine - Therapeutic, Prophylactic, Diagnostic Injections and Infusions and Chemotherapy and Other Highly Complex Drug or Highly Complex Biologic Agent Administration

Reimbursement Policy	The table above, in conjunction with BCBST's reimbursement policies, as fully detailed in the Provider Manual, sets forth the basis for calculating the established fee for Covered Services provided to BCBST Members who receive benefits through Network CM13003. Any updates and/or changes to BCBST's reimbursement policies will be communicated no later than thirty (30) days prior to implementation thereof via BCBST's standard method of notice.
Code Assignment; Exceptions	The fee source for most bands on this Network Attachment is the 2013 CMS RBRVS. However, for new codes or codes for which CMS does not publish a fee or methodology (i.e., codes other than those with status code "A") that fall into those categories, reimbursement will be based on a reasonable allowable determined by BCBST, as described in the Provider Manual. In the event that CMS publishes a fee for a code for which it did not previously publish a fee, BCBST will implement such fee within a reasonable amount of time after publication.
Calculation of Established Fee	For those procedure codes that fall into bands with a fee source of 2013 CMS RBRVS, the established fee will be calculated based on the Relative Value Units (RVUs), conversion factors and Geographic Practice Cost Indices (GPCIs) in effect as of October 31, 2013. No updates will be made to these fee components, except: (1) any new procedure code added after October 31, 2013 will be added as noted above; or (2) in the event that the AMA modifies the code description or the underlying use of the code, BCBST will treat the code as a new code in order to remain consistent with recognized coding guidelines. Other fee components, which are listed in the Guidelines for Resource Based Relative Value Scale (RBRVS) Reimbursement Methodology in the Provider Manual, may be updated to ensure that reimbursement is consistent with current usage of the code. Updates to these components may result in increases or decreases to the established fee at the individual code level.
Addition/Deletion of Codes	Addition and deletion of codes will be done in accordance with Section VI.B. Billing and Reimbursement-General Billing Information of the Provider Manual.
Confidentiality	This Network Attachment is confidential and proprietary information of BCBST, protected under Tennessee Code Annotated § 56-7-1013. It is not to be duplicated or revised without the written consent of BCBST.

**BLUECROSS BLUESHIELD OF TENNESSEE
PROFESSIONAL PROVIDER AGREEMENT**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



William S. Paul, M.D.
Director, Metro Public Health Department

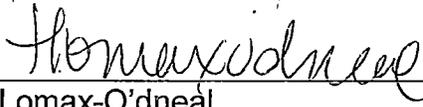
4.12.2018
Date



Carol Etherington, MSN, RN, FAAN
Chair, Board of Health

4.12.18
Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal
Director, Department of Finance

5-17-18
Date

APPROVED AS TO RISK AND INSURANCE:



Director of Risk Management Services

5/24/18
Date

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

5.24.2018
Date

FILED:

Metropolitan Clerk

Date