

Blue Cross Blue Shield of Michigan

Mental Health and Substance Abuse Managed Care Program

Professional Provider Participation Agreement



A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

**BLUE CROSS BLUE SHIELD OF MICHIGAN
MENTAL HEALTH and SUBSTANCE ABUSE MANAGED CARE PROGRAM
PROFESSIONAL PARTICIPATION AGREEMENT**

This agreement (Agreement) is between Blue Cross Blue Shield of Michigan (BCBSM), and the provider (Provider) whose name and address are indicted on the Signature document.

Whereas, BCBSM has established a national mental health and substance abuse managed care program (Program) based on the goals of quality, access, and cost containment; and

Whereas, Provider accepts these goals and wishes to participate in this Program.

Therefore, based on good and valuable consideration and the mutual promises stated, the parties agree that:

**ARTICLE I
DEFINITIONS**

- 1.1 "Agreement" means this Agreement, which includes the Program Manual, other written communications concerning the Program, and any addenda and amendments.
- 1.2 "Covered Services" means those mental health and substance abuse benefits established by contract, including without limitation any relevant certificates/riders/other benefit documents; and that are performed in accordance with the provisions of this Agreement. In this context, "Certificate" means all certificates/riders/other benefit documents issued by BCBSM or under its sponsorship, by the Blue Cross Blue Shield Association, or by another Blue Cross Blue Shield plan.
- 1.3 "Medically Necessary" means a determination made by Physicians. The term Physicians, for purposes of this Item 1.3 only, includes the following Professional Providers: Medical Doctors, Doctors of Osteopathy, and fully licensed Psychologists.

For purposes of payment by BCBSM, Medical Necessity is a determination for BCBSM by Physicians acting for the appropriate professional provider class and/or medical specialty. Physicians' decision will be based upon criteria and guidelines developed by Physicians for BCBSM, or, in the absence of such criteria and guidelines, based upon Physician review, in accordance with accepted medical standards and practices.

A determination of Medically Necessary means that the service:

is accepted as necessary and appropriate for the condition and is not mainly for the convenience of the Member or Physician; and in the case of diagnostic testing, the tests are essential to and are used in the diagnosis and/or management of the patient's condition.

- 1.4 "Member" means a person entitled by contract, on the date the service was performed, to receive Covered Services.

- 1.5 "Network Provider" means any provider who has signed a participation agreement for the mental health and substance abuse managed care network(s) listed on the Signature Document.
- 1.6 "Program" means the BCBSM mental health and substance abuse managed care program, which is a program of coordinated care management for psychiatric and substance abuse benefits.
- 1.7 "Program Manual" means the instructional and informational material prepared by BCBSM and supplied to Provider.
- 1.8 "Treatment Plan" means the program of psychiatric and/or substance abuse treatment services developed for an individual Member. The Treatment Plan is developed by Member's Network Providers. This Plan will be developed in accordance with prescribed requirements and procedures stated in the Program Manual and with the cooperation of and payment authorization from BCBSM or the delegate. No payment authorization will be given for any service that is generally regarded as investigational or experimental by BCBSM or delegate.

The Treatment Plan will describe, prospectively and concurrently, the Member's authorized Covered Services to be reimbursed by BCBSM under this Program. In addition, the Treatment Plan will be subject to retrospective confirmation by audit.

ARTICLE II PROVIDER RESPONSIBILITY

Provider will:

- 2.1 Documents - Have and maintain any current accreditation/certification/BCBSM participation required by BCBSM and all licenses required by law in order for Provider and any employees/independent contractors to participate under this Agreement. Provider must comply with all network selection standards at the time of initial application and throughout the term of this Agreement. Provider will submit proof of such compliance to BCBSM upon BCBSM's request.
- 2.2 Insurance - Have and maintain self-funded or commercial professional liability insurance in amounts appropriate to a prudent business person in Provider's circumstance. Provider will submit evidence of insurance to BCBSM upon request.
- 2.3 Notification
 - A. Within fifteen (15) days after receipt of information, notify BCBSM in writing of: any action to restrict, suspend or revoke Provider's/employees/independent contractors' license, certificate, Medicare participation status, or other accreditation; any suit or adverse decision against Provider/employees/independent contractors, if such suit or adverse decision affects performance of Covered Services or the provision of health care; any cancellation of professional liability insurance; and of any other matters which materially affect performance under this Agreement.

- B. As soon as possible, notify BCBSM of any changes in Provider's business which may have a direct impact on the quality of or Provider's ability to provide Covered Services. Business changes would include changes in ownership, name, location, business structure, range of services offered, and specialty.

However, notwithstanding compliance with any notice requirements, prior notice is informational and does not guarantee continued participation in this Program.

2.4 Program Manual - Consult the Program Manual and all other BCBSM communications for detailed requirements pertaining to this Program.

2.5 Covered Services

- A. Provide Covered Services pursuant to Treatment Plans and in conformance with all other provisions of this Agreement. Approved programs are stated in Addendum A.
- B. Conform with all applicable law and to all professional and ethical standards.
- C. Provide Covered Services to Members with the same quality and in the same manner as to Provider's other patients

2.6 Claims - Submit claims for Covered Services. Provider may only submit claims for Covered Services provided at approved locations and must submit such claims within the filing period specified by BCBSM. For facility providers, claims must be submitted within 12 months from date of service or discharge, as applicable. For professional providers, claims must be submitted within 15 months from date of service. Also, professional Provider may only submit claims for Covered Services personally performed or performed under professional Provider's direct supervision.

2.7 Reimbursement

- A. Look only to BCBSM for reimbursement and accept BCBSM's reimbursement as payment in full for Covered Services. Provider will not require Members to pay any amounts BCBSM denies or recovers due to overpayment, audit findings, or Provider sanctions.
- B. Bill Members for any copayments and deductibles relating to Covered Services. Provider may also bill Members for any services that are not Covered Services and for psychiatric and substance abuse services not preauthorized under this Agreement. However, to bill Member for any non-authorized services, Member must have assumed financial responsibility in writing prior to receipt of such services.

2.8 Member Referral - Refer Members to Network Providers for psychiatric and substance abuse Covered Services and refer Members enrolled in other BCBSM preferred provider programs to providers participating in such programs.

2.9 Records - Develop and utilize accurate records of all matters relating to obligations under this Agreement. Records must include medical records describing services rendered and related financial records. These records must

be kept for seven (7) years from the date of performance of the last Covered Service, be in writing, and comply with any legal standards, generally accepted business and professional standards, and Agreement standards.

2.10 Access

- A. Allow BCBSM representatives access to premises to: inspect equipment and space relating to provision of Covered Services; to perform utilization and quality reviews and financial audits; and to duplicate records.
- B. Make Member records and related information available as BCBSM deems necessary to administer this Agreement.

2.11 Coordination of Benefits - Assist BCBSM in coordinating benefits by obtaining from Members specified information regarding third party liability.

2.12 Successor in Interest to Facility Provider - Upon transfer of at least half Provider's assets, Provider will

- 1) establish an escrow account or a Letter of Credit in an amount satisfactory to BCBSM or
- 2) require a signed agreement from the successor stating that successor assumes liability for any amounts Provider may owe but has not paid to BCBSM under this Agreement.

2.13 Identification Number - Recognize that the professional provider identification number/facility code issued by BCBSM is the exclusive property of BCBSM and may not be sold or transferred.

2.14 Successor Participation - Upon sale of other transfer of Provider's practice, Provider must inform the successor provider in writing that there is no guarantee that BCBSM will accept successor as a participant under this Program.

2.15 Publication - Permit BCBSM to publish Provider's name and appropriate identifying information.

**ARTICLE III
BCBSM RESPONSIBILITY**

BCBSM will:

3.1 General Administration

- A. Perform enrollment, accounting, reimbursement, and other similar functions; establish program requirements; determine participation status of Provider; and set timing for any Program reopening.
- B. Provide written material describing the Program to potential customers, customers, and Members.
- C. Make available Member eligibility and coverage information and information relating to payment authorization under a Treatment Plan. This information is provided as a service by BCBSM or the delegate and is not a guarantee of payment.

- D. Issue Identification Cards or other information indicating Member enrollment in the Program.
 - E. Provide the Program Manual and any other BCBSM communications that affect Provider's participation in this Program.
 - F. Notify Provider of material changes to Program. BCBSM will give Provider 60 days prior written notice of modification of the rate structure.
- 3.2 Reimbursement - BCBSM will directly reimburse Provider for Covered Services which are furnished to Members in accordance with the requirements and procedures of this Program. Except for applicable copayments and deductibles, reimbursement will be the lesser of Provider's billed charges or the rate(s)/fee(s) indicated or referenced in Addendum B, as such may be modified in accordance with the provisions of the Agreement.
- 3.3 Information Release
- A. BCBSM will not release Member specific personal data except on a legitimate need to know basis or where the Member has given specific authorization. Data released with the Member's specific authorization will be subject to the condition that the person receiving the data will not release it further unless the Member executes in writing another prior and specific informed consent authorizing the additional release. Where protected by specific statutory authority, Member specific data will not be released without appropriate authorization.
 - B. BCBSM will maintain the confidentiality of Provider and Member information and records, in accordance with applicable federal and state laws.
 - C. BCBSM will indemnify and hold Provider harmless from any claims or litigation brought by Members asserting breach of the BCBSM Confidentiality Policy. This provision will not preclude BCBSM from communicating with its subsidiaries and/or agents regarding Provider information and data, or from communicating with customers and facilities regarding aggregated data pertaining to Provider.

ARTICLE IV MUTUAL RESPONSIBILITY

Both parties will:

- 4.1 Independent Contractor - Perform as independent contractors.
- 4.2 Confidentiality - Treat any information provided to one another as confidential and/or proprietary and will not use or disclose such information except as permitted under this Agreement or as required by law.
- 4.3 Publication - Neither party may use information identifying the other party or the Program without prior written consent, except as otherwise provided under this Agreement. Upon termination of this Agreement, all permissible use will cease as soon as reasonably possible.

ARTICLE V
AUDITS AND RECOVERY

5.1 Audit

- A. BCBSM or its agent may, upon prior notification, perform audits at reasonable times.
- B. Audits include standard BCBSM review of medical, billing, and financial records related to Covered Services and services provided under this Program and other BCBSM programs.
- C. Audits will be conducted pursuant to BCBSM's standard business practices.

5.2 Recovery

- A. BCBSM reserves the right to recover amounts paid for services not meeting applicable benefit criteria and for services which were not authorized as part of the Treatment Plan. Notwithstanding authorization, BCBSM may recover for any services rendered under a Treatment Plan if BCBSM later determines that services were not Medically Necessary. BCBSM may also recover for any overpayments, for services not verified through Provider's records, and for any services furnished when accreditation/certification/license(s) was lapsed, revoked, suspended or impaired.
- B. BCBSM may offset any amounts owed by Provider against any amounts BCBSM owes to Provider under any BCBSM program.
- C. Recovery and offset related to billing code errors and other matters not involving Medical Necessity may be based on the statistical sampling methodology.
- D. BCBSM will have the right to initiate recovery or offset of amounts paid up to two (2) years from date of payment. There is no time limitation on recovery or setoff in instances of fraud and the right to recover or offset is not affected by termination of this Agreement.

ARTICLE VI
DISPUTES AND APPEALS

- 6.1 Authorization of Treatment Plans - Provider has the right to appeal any adverse decisions regarding authorization of Treatment Plans. Such appeal is made initially to BCBSM or the delegate and any final appeal will be before an independent reviewer.
- 6.2 Retrospective Determinations - Provider has the right to appeal any adverse decisions regarding benefit determinations or denial of payment relating to Medical Necessity or recoveries.
- 6.3 Other Determinations - Provider may appeal other disputed matters through the internal BCBSM provider appeal process.
- 6.4 Binding Determination - Any final determination, whether made by BCBSM or the external organization, will be final and binding on the parties. Such determination

will be enforceable in any court of this state and a judgment may be entered upon the determination according to statute.

ARTICLE VII TERM AND TERMINATION

- 7.1 This Agreement will become effective on the date indicated on the executed Signature Document and will continue until terminated as provided in this article.
- 7.2 This Agreement may be terminated:
- a. automatically if Provider's accreditation/certification/license is impaired, suspended or lost, or if Provider is convicted of a felony affecting provision of health care.
 - b. by either party, without cause, upon sixty (60) days prior written notice.
 - c. by either party, except in the event of automatic termination, immediately if a breach remains uncured ten (10) days after written notice of the breach.
- 7.3 After notice of termination or termination, Provider will promptly inform Members seeking services that Provider is no longer affiliated with the Program. Provider will also inform such Members that Provider may continue to provide Covered Services only until completion of any transfer.
- 7.4 After termination, Provider will continue to provide and BCBSM will continue to reimburse for Covered Services provided under existing Treatment Plans until BCBSM and Provider satisfactorily transfer Member to another Network Provider.

ARTICLE VIII GENERAL

- 8.1 Assignment - This Agreement may not be assigned by either party without prior written consent. BCBSM may, however, assign the Agreement to any affiliate or subsidiary upon written notice to Provider.
- 8.2 Subcontract - If Provider subcontracts any responsibilities under this Agreement, subcontractor must agree to all applicable provisions of this Agreement. Additionally, Provider remains responsible for the acts and omissions of the subcontractor.
- 8.3 Amendment - BCBSM may unilaterally amend this Agreement with 90 days written notice. Notwithstanding the above sentence, BCBSM may unilaterally modify and supplement the Program Manual by subsequent written communications to Provider.
- 8.4 Waiver - Failure to enforce any provision of this Agreement is not waiver of any subsequent breach.
- 8.5 Law and Jurisdiction - This Agreement will be construed pursuant to the law of Michigan. Michigan courts will have jurisdiction of any dispute that cannot be otherwise resolved.
- 8.6 Notice - To be considered notice, communication must be in writing and addressed

to: Provider Enrollment Department, Blue Cross Blue Shield of Michigan, PO Box 217 Southfield, Michigan 48034; or to Provider at the address shown on the appropriate BCBSM file.

- 8.7 This Agreement is between Provider and BCBSM, an independent corporation licensed by the Blue Cross and Blue Shield Association (BCBSA) to use the Blue Cross and Blue Shield names and service marks in Michigan. However, BCBSM is not an agent of BCBSA and, by accepting this Agreement, Provider agrees that it made this Agreement based only on what it was told by BCBSM or its agents. Only BCBSM has an obligation to Provider under this Agreement and no other obligations are created or implied by this language.
- 8.8 Signature on the Signature Document binds the parties to the entire Agreement, as defined in Article I.



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