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BLUE CROSS AND BLUE SHIELD OF ARIZONA
PARTICIPATION AGREEMENT
GROUND AMBULANCE
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BLUE CROSS AND BLUE SHIELD OF ARIZONA
PARTICIPATION AGREEMENT –GROUND AMBULANCE

PARTIES: The Parties to this Participation Agreement – Ground Ambulance ("Agreement") are:

- Blue Cross and Blue Shield of Arizona, Inc. ("BCBSAZ"), an Arizona non-profit corporation, and an independent licensee of the Blue Cross and Blue Shield Association on behalf of itself and its wholly owned subsidiaries and affiliates; and **Lake Havasu City**.

In this Agreement, "Provider" shall mean all affiliates and locations identified on Exhibit C. Provider warrants that it has authority to act on behalf of all affiliates and locations identified on Exhibit C.

EFFECTIVE DATE: _____, subject to prior review and approval of this Agreement by the Director of the Arizona Department of Health Services,

RECITALS:

BCBSAZ holds a certificate of authority as a hospital, medical, dental service corporation governed by A.R.S. § 20-821, *et seq.* Pursuant to A.R.S. § 20-1063(A), BCBSAZ also operates a health care services organization governed by A.R.S. § 20-1057, *et seq.*

B. Provider is a ground ambulance company authorized to do business in Arizona pursuant to A.R.S. § 36-2201 et.seq. and related administrative rules. Provider holds a certificate of necessity to operate as a ground ambulance provider pursuant to A.R.S. § 36-2233.

C. Provider and BCBSAZ wish to specify the terms under which Provider will participate in one or more BCBSAZ health care networks and render Covered Services to Members, including the terms and amount of Provider's reimbursement.

NOW, THEREFORE, the parties agree as follows:

1.00 Scope; Applicability.

1.01 Scope of Agreement; Standard Networks. This Agreement is written to encompass various networks and products as shown on the reimbursement exhibits attached as Exhibit A and Exhibit B-1 incorporated by this reference. (Exhibit A and Exhibit B-1 are collectively referred to in this Agreement as the "Reimbursement Exhibits".) Provider shall abide by the terms and conditions of this Agreement, including reimbursement rates, applicable to those networks and products marked on the Reimbursement Exhibits as "yes" for participation. Unless otherwise specified in the Reimbursement Exhibits, any terms and conditions applicable to a type of product (e.g. PPO) that may also be identified by a specific BCBSAZ product name (e.g. BluePreferred) also apply to benefit designs of the same type that are issued by other entities to which this Agreement applies, regardless of the product names used for such benefit designs.

1.02 Scope of Agreement; Exclusive Networks.

1.02.01 Participating. This Agreement also applies to any exclusive networks designated as "yes" on the Reimbursement Exhibits and the Benefit Plans that use such networks. Notwithstanding any other provision herein, only those providers under contract with BCBSAZ to participate in a specific BCBSAZ exclusive network are entitled to receive reimbursement under this Agreement for Covered Services provided to Members enrolled in Benefit Plans paired with that exclusive network. Provider acknowledges and agrees that, with respect to BCBSAZ exclusive networks, this Agreement applies only to the exclusive networks designated on the Reimbursement Exhibits as "yes" for participation and that Provider does not participate in any BCBSAZ exclusive network not so designated.

1.02.02 Not Participating. If BCBSAZ has exclusive networks in which Provider does not participate (listed networks that are designated "no" or new exclusive networks not yet added to or designated in this Agreement), this Agreement, including the Standard Network PPO reimbursement, shall also apply when Provider renders the following Covered Services to Members enrolled in Benefit Plans paired with such Exclusive Networks: Emergency Services and other pre-authorized or retroactively authorized services.

1.03 Applicability to Other Entities and Plans. BCBSAZ contracts with other entities for access to its provider network. In addition to the networks and products described in the Reimbursement Exhibits, this Agreement applies to:

1.03.01 Plans and programs issued or adopted by other Blue Cross and/or Blue Shield Plans, the Blue Cross and Blue Shield Association (including the BlueCard® Program and the Federal Employee Program), and subsidiaries of BCBSAZ;

1.03.02 Other public, private, or governmental entities that provide plans of health care benefits for plan participants and beneficiaries; provided, however, that BCBSAZ shall require such plans to use the BCBSAZ network as their sole leased network within the State of Arizona; and

1.03.03 Plans offered through worker's compensation program administrators.

In this Agreement, references to actions by BCBSAZ are deemed to include references to these other entities and Plan Administrators that may be applying benefits or paying claims for their own members. BCBSAZ shall require other entities accessing Provider's services through this Agreement to comply with the terms of this Agreement.

1.04 Applicability to Medicare Advantage. BCBSAZ and its wholly owned subsidiary Medisun have contracts with the Centers for Medicare and Medicaid (CMS) to sponsor health plans for Medicare beneficiaries under the Medicare Advantage program. Provider will participate in the BCBSAZ Medicare Advantage networks under the terms of this Agreement and the Medicare Advantage Exhibit attached to this Agreement as Exhibit B, for the networks and at the rates identified in reimbursement exhibit Exhibit B-1. If there is a conflict between the terms of this Agreement and the Medicare Advantage Exhibit, the terms of the Medicare Advantage Exhibit shall control. This Agreement applies only to the Medicare Advantage Networks identified in the Medicare Advantage Exhibit.

2.00 Definitions.

2.01 Ancillary Provider. A non-Institutional provider, including but not limited to providers of the following services or supplies: outpatient surgery, laboratory, durable medical equipment, home health.

2.02 BCBSAZ Allowed Amount. The amount payable by or through BCBSAZ for a Covered Service, including any contractual arrangements and amounts payable by the Member, i.e. deductibles, coinsurance, copayments, and access fees.

2.03 BCBSAZ Fee Schedule. The BCBSAZ fee schedule applicable to a Covered Service rendered by a Network Provider, including, but not limited to the professional fee schedule, outpatient fee schedule, the DRG fee schedule, and per diem fees.

2.04 Benefit Plan. The applicable Benefit Plan that defines the health care services for which a Member is eligible and the conditions and circumstances under which payment will be made for the services on behalf of the Member.

2.05 CMS: The Centers for Medicare and Medicaid Services.

2.06 Covered Services. Health care services that are covered under the Member's Benefit Plan and all items and services normally and routinely associated therewith.

2.07 Emergency. Emergency shall have the same meaning as used in a Member's Benefit Plan, and shall be defined consistently with applicable state and federal law.

2.08 Exchange: The federal health benefit Exchange operating at healthcare.gov.

2.09 Exclusive Network. A BCBSAZ limited provider network that is distinct from BCBSAZ's broad, statewide networks, and which is typically anchored by one or more designated hospital systems and professional providers and provider groups employed or owned by the hospital system. Exclusive Network does not include the Standard Health with Health Choice Network.

2.10 Ground Ambulance Provider. A transport company that holds a certificate of necessity to render ground ambulance transport services in Arizona.

2.11 Ground Ambulance Rate. The rates that a Ground Ambulance Provider is required to file with the Arizona Department of Health Services, and which are publicly posted as the current allowed rates for such provider.

2.12 Institution-Based Provider. A physician, other than a resident, intern, or fellow, who contracts with or is employed by an Institution to render professional physician services, such as diagnosis or treatment, on behalf of the Institution, including, but not limited to radiologists, anesthesiologists, pathologists, emergency room physicians, and hospitalists.

2.13 Investigational Service. A service is considered investigational unless it meets all the following criteria:

- The service must have final approval from the appropriate governmental regulatory bodies if applicable;
- The scientific evidence must permit conclusions concerning the effect of the service on health outcomes;
- The service must improve the net health outcome;
- The service must be as beneficial as any established alternative; **and**
- The improvement resulting from the service must be attainable outside the investigational setting.

A service is also deemed investigational if any one or more of the following apply:

- The service cannot be lawfully marketed or used without full (unrestricted) approval of appropriate governmental regulatory bodies and approval for marketing or use has not been given at the time the service is submitted for precertification or rendered;
- The provider rendering the service documents that the service is experimental or investigational; **or**
- Published reports and articles in authoritative (peer-reviewed) medical and scientific literature show that the prevailing opinion among experts is that further studies or clinical trials are necessary to determine maximum tolerated dose, toxicity, safety, appropriate selection, efficacy or efficacy as compared with the standard treatment for the diagnosis.

2.14 Medical Necessity. A determination made by BCBSAZ or, as applicable, another Blue plan for one of its members or Blue Card participants, or the Plan Administrator designated in a Benefit Plan, according to the medical necessity definition and guidelines of the applicable Benefit Plan. A determination of medical necessity is based on whether care ortreatment meets ALL of the following criteria:

- Is consistent with the diagnosis or treatment of a symptom, illness, disease or injury;

- Meets BCBSAZ's medical necessity guidelines and criteria in effect when the service is precertified or rendered, but if no such guidelines or criteria are available, BCBSAZ will base its

decision on the judgment and expertise of a medical professional or medical consultant retained by BCBSAZ;

- Is not primarily for the convenience of a Member or Provider; and
- Is the most appropriate site, supply, service level that can be safely provided.

2.15 Medicare Allowed Amount. The amount Medicare pays for a service, plus the amount Medicare designates as the Medicare beneficiary responsibility, as determined by the Centers for Medicare and Medicaid Services (CMS).

2.16 Member. An individual eligible to receive Covered Services under a Benefit Plan.

2.17 Member Cost Share. The amounts a Member is obligated to pay for Covered Services, including copayments, deductibles, coinsurance, and access fees.

2.18 Network Provider. A provider under contract to provide Covered Services to Members covered by this Agreement. For any exclusive network, "Network Provider" shall mean only those providers under contract with BCBSAZ to participate in the same exclusive network as the one used by the Member's Benefit Plan.

2.19 Non-covered Services. Services that are excluded from coverage under a Member's Benefit Plan.

2.20 Outpatient. A person who is not expected to be admitted as an Inpatient. The Outpatient classification applies regardless of the hour of treatment, whether a bed is used, and whether a person remained in the hospital past midnight and/or the census hour.

2.21 Product. Means one of the following: Preferred provider organization (PPO); health care service organization (HCSO), which is more commonly referred to as a health maintenance organization (HMO); exclusive provider organization (EPO); indemnity; dental; Medicare Advantage; Medicare Supplement; Medicare Part D Prescription Drug Plan; Dental plan; Vision Plan; Worker's Compensation Plan; Short-term medical plan.

2.22 Service. "Service" is used as a generic term to describe health care treatments, procedures, services, medications, technology, equipment, devices and supplies.

3.00 BCBSAZ Responsibilities; Acknowledgements.

3.01 Claim Processing. BCBSAZ shall process claims and pay interest on claims in accordance with applicable federal and state law including, but not limited to A.R.S. § 20-3102.

3.02 Information. BCBSAZ shall furnish Provider the best available information regarding Members' eligibility, type of Benefit Plan, and summary of benefits for claims processed by BCBSAZ. Such information is generally available only for locally enrolled Members only, based on existing BCBSAZ records, which are available in the ordinary course of business through BCBSAZ. BCBSAZ shall transmit Member information to Provider by electronic data transmission or other reasonable means.

The parties recognize that circumstances beyond the control of BCBSAZ may sometimes cause retroactive changes in reported eligibility status of Members. BCBSAZ shall have the right to make retroactive eligibility adjustments up to one-hundred eighty (180) days after the processing date of a claim for which eligibility is questioned. In accordance with Section 9.07, BCBSAZ may offset for retroactive eligibility adjustments without giving Provider prior notice of the adjustment.

BCBSAZ is unable to provide and is not responsible for Member and Benefit Plan information on persons enrolled through other Blue plans and self-insured plans not administered by BCBSAZ.

3.03 Directory Listing. Provider authorizes BCBSAZ, at BCBSAZ's discretion, to list Provider's name, address, telephone number, and other relevant information in directories and in marketing or outreach materials provided or made available to Members or potential Members.

3.04 Medical Necessity Determination. BCBSAZ or, as applicable, another Blue plan for its members or Blue Card participants, or the plan administrator designated in a Benefit Plan has sole authority to determine whether a service or supply is medically necessary in accordance with provisions of the applicable Benefit Plan. Provider expressly acknowledges that a charge for a service or supply that is not medically necessary is NOT eligible for benefits, even though a provider has prescribed, ordered, recommended, or approved the service or supply, and even though the supply or service is not expressly excluded under the Benefit Plan.

3.05 Investigational/Experimental Determination. BCBSAZ or, as applicable, another Blue plan for Blue Card members, or the plan administrator designated in the Benefit Plan, has sole authority to determine whether a service is an investigational service in accordance with provisions of the applicable Benefit Plan. Provider expressly acknowledges that a charge for a service that is investigational is NOT eligible for benefits, even though a provider has prescribed, ordered, recommended, or approved the service or supply and even though the supply or service is not expressly excluded under the Benefit Plan.

3.06 Provider Operating Guide. BCBSAZ shall annually issue and make available to Provider, a Provider Operating Guide to instruct Provider and Provider's staff on BCBSAZ policies and procedures applicable to provider activities.

4.00 Provider Responsibilities.

4.01 Provision of Services; Standards. Provider shall provide Covered Services to Members in accordance with the terms of this Agreement, applicable standards of medical care, and all laws and regulations applicable to Provider, BCBSAZ or this Agreement. Provider shall provide all Covered Services within Provider's scope of practice and shall not selectively provide Covered Services.

4.02 Intentionally left blank.

4.03 Independent Medical Judgment. Provider shall maintain its Provider-patient relationships and is solely responsible to its patients for Provider services and treatment. Subject to the requirements of Section 4.01 regarding use of non-network providers, Provider shall determine the method, details, and means of rendering services and treatment.

4.04 Policies and Procedures. Provider shall participate in and comply with all applicable requirements of BCBSAZ relating to billing (including, but not limited to, coding, mutually exclusive and incidental or included procedures), utilization management, quality management, HEDIS measures, peer review, credentialing, recredentialing, Member and provider appeal and grievance procedures, and any other similar policies and procedures of BCBSAZ, as may be set forth in the Provider Operating Guide, provider newsletters or bulletins, or otherwise communicated to Provider with reasonable notice.

4.05 Operating Guide. Provider shall comply with the policies and procedures in the Operating Guide described in Section 3.06, as may be amended from time to time.

4.06 Conflicts. If there is a conflict between the provisions of this Agreement and the provisions of a policy, procedure, or the Provider Operating Guide, the terms of this Agreement shall control. The parties acknowledge that policies, procedures, and the Operating Guide contain detailed

information not included in this Agreement. The inclusion of the additional detail shall not constitute a conflict. For a "conflict" to arise, as used in this subsection, both this Agreement and the other document must expressly address an issue and impose inconsistent requirements.

4.07 Nondiscrimination. Provider shall not discriminate against any Member in the provision of Covered Services, whether on the basis of the Member's coverage under a Benefit Plan, age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status as required by law, source of payment, utilization of medical or mental health services or supplies, or other unlawful basis including, without limitation, the Member's filing of any complaint, grievance or legal action against Provider. Provider shall not discriminate against Members in favor of other patients for any reason, including, but not limited to the reimbursement that Provider will receive under the terms and conditions of this Agreement. This section does not preclude termination of the provider/patient relationship if the relationship is untenable.

4.08 Intentionally left blank.

4.09 Confidentiality of Agreement. The price and fee terms of this Agreement are confidential and proprietary. Provider shall not disclose any price or fee terms to third parties without the prior written consent of BCBSAZ. However, Provider shall have the right to disclose information regarding this Agreement, including payment information, to Member(s) to the extent necessary to discuss the terms and conditions of this Agreement with such Member(s). Breach of this section can result in harm that is difficult to ascertain. Therefore, in addition to any other remedies that may be available, BCBSAZ is entitled to equitable relief to enjoin a threatened or actual breach of the confidentiality requirements of this section.

This Section 4.09 shall apply to any consultant, claims administrator, or billing agent (collectively referred to as "agent") that Provider may use or retain to assist or advise Provider with Provider's obligations under this Agreement. Provider shall expressly advise any such agent about the provisions of this section and shall use best efforts to ensure, by written agreement and other reasonably appropriate remedial measures that any such agent complies with the requirements of this section. In addition to any other remedies available to it, BCBSAZ may refuse to deal with Provider's agent if BCBSAZ has reasonable cause to believe that the agent has not maintained confidentiality of information, as required by this section.

All remedies available to BCBSAZ shall be cumulative and nothing contained herein shall preclude BCBSAZ from exercising any other right or remedy available to it at law or in equity.

The provisions of this Section 4.09 shall survive termination or expiration of this Agreement.

4.10 Steering; Third Party Premium Payment. Provider may provide Members and non-Members with factual and publicly-available information about BCBSAZ or other managed care plans, but may not steer a Member or prospective Members toward any particular plan or seek to enroll an individual in a BCBSAZ plan. Provider shall comply with all applicable legal requirements and guidance issued by the Centers for Medicare and Medicaid regarding steering of patients to private insurers such as BCBSAZ, and regarding payment of Member premiums.

4.11 Member Communication. Provider shall not: (i) directly or indirectly, disparage or defame BCBSAZ or its products; (ii) communicate information to a Member which Provider knows, or reasonably should know is false or misleading concerning BCBSAZ or its products; or (iii) encourage a BCBSAZ member to switch to a different insurer. Provider shall have policies and procedures to ensure that its administrative staff comply with the requirements of this section. This shall not prevent Provider from providing accurate and factual information about the patient's billing account, requests for authorization, or other administrative matters related to the patient's health plan coverage.

4.12 Risk Mitigation; Disaster Recovery. Provider will ensure continued performance of the Provider's obligations and services materially in accordance with this Agreement. If Provider reasonably believes there is a risk that Provider will become unable to perform under this Agreement, Provider will promptly notify BCBSAZ and collaborate with BCBSAZ to develop and implement a commercially reasonable risk mitigation plan, If Provider is unable to recommence performance of obligations and services within 72 hours of disruption, BCBSAZ may pursue all remedies available to BCBSAZ at law, in equity, and under this Agreement, including, without limitation, redirection of Member care and PCP assignment (if applicable).

5.00 Product Requirements.

5.01 Receiving Facility. The parties acknowledge that Provider will most commonly be serving members in an emergency situation and may not have access to information about the member's health insurance coverage or network. In an emergency situation, Provider shall deliver a Member to the closest hospital that has the facilities, equipment, and personnel to appropriately treat the member. To the extent that there are multiple such facilities available in the same geographic area, Provider shall use best efforts to deliver the member to a facility that is in-network for the Member, so long as delivery to one vs the other will not jeopardize the patient's health or safety.

5.02 Precertification Program. To the extent precertification is required for Provider's services, such as in a non-emergency transport, or because a member is being transported to an out-of-network facility, Provider shall comply with the precertification program and requirements of BCBSAZ and the other entities having access to the BCBSAZ network.

In making precertification determinations BCBSAZ relies on the information and/or medical records supplied to it by Provider's staff and/or the admitting or treating physician. Benefit adjudication of pre-certified procedures is subject to the terms and conditions of the Benefit Plan, the applicability of which cannot always be determined prior to claim submission. Provider expressly acknowledges that precertification is not an assurance or guarantee of coverage or payment.

5.03 Intentionally left blank.

5.04 Utilization/Quality Management Audits. Provider acknowledges that BCBSAZ, other Blue Cross and Blue Shield plans, CMS and/or certain large employer groups, and any auditors retained by such entities, may conduct audits of the utilization, case and quality management procedures, HEDIS measures, billing practices and other product-specific requirements, as set out more fully in the Provider Operating Guide, during regular business hours upon reasonable advance notice to Provider. Provider shall cooperate with any audit as specified in Section 7.00 of this Agreement.

5.05 Appeals and Grievance Procedure. Provider shall abide by the appeals and grievance procedures prescribed by BCBSAZ for its products, for its Providers and by state and federal law, including timely provision of medical records required for the appeal or grievance. Provider shall also abide by any appeal or grievance procedure prescribed by the Plan Administrator for any Benefit Plan that is not administered by BCBSAZ.

6.00 Representations, Credentialing, Insurance.

6.01 Representations. Provider represents that it:

(a) is licensed or otherwise authorized to provide Covered Services, if the State of Arizona requires such license or authorization for Provider's business;

(b) is either certified to participate in Medicare, or is accredited by a nationally recognized accrediting body, as determined by BCBSAZ;

(c) has not been sanctioned by Medicare, Medicaid, the Federal Employee Program, or any governmental entitlement or federal health program; and

(d) shall maintain, in good standing and without any restrictions or limitations, required licensure, certification, and accreditation, as applicable, during the term of this Agreement.

6.02 Licensure. While this Agreement is in effect, Provider shall have and maintain licensure, certification, and/or accreditation as necessary, and as required by state and/or federal law for operation of Provider's business.

6.03 Notice of Change in Information. Provider shall give BCBSAZ written notice of any change in business name, mailing address, billing address, physical address, address for legal notice, professional affiliation, tax identification number, licensure status, accreditation status, certificate of necessity, published Ground Ambulance Rate government program debarment, bank account routing information, and contact information for the individual serving as BCBSAZ's primary contact for Provider. Provider shall use best efforts to notify BCBSAZ at least sixty (60) days prior to the date of the change, or at the earliest opportunity. If advance notice is not possible, Provider shall notify BCBSAZ no later than fourteen (14) days after the effective date of the change. BCBSAZ is not responsible for any misdirected communications or payments that occur as a result of Provider's failure to give timely notice as required by this section. Provider shall send the notice in writing (email from an authorized representative is sufficient writing) using such online or other forms as BCBSAZ may reasonably require.

6.04 Change in Status or Ground Ambulance Rate; Impact on Reimbursement. If Provider fails to notify BCBSAZ of a change in certification, licensure, location, or other status, as required by Section 6.04, and the change may result in a change to Provider's reimbursement, neither BCBSAZ nor the Member is liable to Provider for any increased reimbursement until BCBSAZ receives notice of the change, and Provider shall hold the Member harmless for any claims denied, in whole or in part, prior to the date of notice of the change. Provider is obligated to notify BCBSAZ at least sixty (60) days prior to the effective date of any change in Provider's published Ground Ambulance Rate. Neither BCBSAZ nor a Member is responsible for payment of any increase in reimbursement until the later of (a) the effective date of the published rate change; or (b) 60 days after the date BCBSAZ receives notice of the change.

6.05 Insurance. During the term of this Agreement, Provider shall have and keep in force both general and professional liability insurance in an amount appropriate to the services rendered by Provider, and, at a minimum shall have medical malpractice coverage with limits of at least $2M / $5M. On request by BCBSAZ, Provider shall present certificates of such insurance and renewals. Provider shall give BCBSAZ at least thirty (30) days' prior written notice of cancellation, nonrenewal, or amendment of such policies. BCBSAZ shall maintain insurance in types and amounts appropriate to the functions that it is performing under this Agreement.

6.06 Compliance With Law. Provider warrants and certifies that it is in, and will remain in, compliance with all state and federal laws applicable to providing health care services and performing under the terms of this Agreement.

7.00 Medical Records and Right to Audit.

7.01 Access to Records. BCBSAZ shall have access, at reasonable times and upon reasonable prior written notice, to Provider's books, records and papers relating to health care services provided to Members and the billings and payments for such services under this Agreement. Such access shall include, but is not limited to, allowing review by BCBSAZ's medical director or his/her designee for audit, as described in Section 7.03 below. Such records shall also be accessible to state and federal agencies on reasonable request as required by law and as otherwise set forth in this Agreement. Provider shall maintain records for the time periods required by applicable state and federal laws. The provisions of this Section 7.01 shall survive the expiration or termination of this Agreement.

7.02 Medical Records. Provider shall provide information and records requested for claims adjudication, peer review, and utilization and quality management within ten (10) working days of the request by BCBSAZ or sooner when required for expedited grievance or appeal, and without

charge to BCBSAZ or patient. Nothing in this Agreement shall require Provider to share confidential peer review information that is protected under A.R.S. § 36-445.01.

7.03 Audit. Audit staff from BCBSAZ or its authorized agents may audit Provider's performance under this Agreement to verify whether Provider is complying with the terms and conditions of this Agreement and accurately reporting information. On-site audits shall be performed during normal business hours after BCBSAZ has provided reasonable prior written notice to Provider. Telephone or e-mail notification on the day prior to the on-site audit is deemed to be reasonable notice under this section. Provider is responsible for the reasonable costs associated with providing assistance and information to auditors.

7.04 Confidentiality. Provider warrants that it complies and will continue to comply with the Health Insurance Portability and Accountability Act (HIPAA). Provider shall keep medical records and information confidential and take precautions to prevent the unauthorized disclosure of all medical records. The provisions of this Section 7.04 shall survive the expiration or termination of this Agreement.

7.05 Electronic Transactions. If Provider conducts electronic transactions with BCBSAZ, Provider shall comply with HIPAA Administrative Requirements, including but not limited to 45 CFR Parts 160-162. If Provider conducts such transactions through a clearinghouse, intermediary, subcontractor, or other agent (collectively "Entity"), Provider shall contractually require such Entity to comply with HIPAA Administrative Requirements.

8.00 Term and Termination.

8.01 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either Party gives notice of termination in accordance with the termination provisions set forth in this Agreement.

8.02 Termination Without Cause. Either party may terminate this Agreement without cause at any time after the Agreement has been in effect for at least one (1) year. The terminating party shall give the other party at least one-hundred eighty (180) days prior written notice of such termination.

8.03 Immediate Termination. BCBSAZ may immediately terminate this Agreement on written notice to Provider for any one or a combination of the following events:

(1) Provider's license, certification, accreditation, certificate of necessity, as required to perform any services contemplated by this Agreement is denied, modified, suspended, revoked or restricted, placed on provisional or probationary status, or terminated (either voluntarily or involuntarily), or Provider is no longer Medicare-eligible, Medicaid-eligible, or eligible to participate in any other government program;

(2) Provider's medical malpractice and liability coverage as required under this Agreement is reduced below required amounts or is no longer in effect;

(3) At any time, Provider fails to meet BCBSAZ's quality management or utilization management criteria;

(4) BCBSAZ makes a reasonable and good faith determination that such termination is necessary in order to protect the health, safety, or welfare of Members

(5) Provider ceases to actively perform its business or dissolves;

(6) Provider is unable to pay its debts in the ordinary course of business;

(7) Provider files a petition in bankruptcy or an involuntary petition is filed against Provider which is not dismissed within forty-five (45) days of the filing;

(8) The Department of Insurance and Financial Institutions, or another state or federal agency with jurisdiction over BCBSAZ or Provider determines that it is improper for BCBSAZ or Provider to provide services in accordance with this Agreement and the parties cannot agree on an amendment to this Agreement within a time frame acceptable to the applicable state or federal agency or within fifteen (15) days after the determination of the agency, whichever is sooner;

(9) Provider or any one of its officers is indicted or arrested on felony charges that directly or indirectly relate to provision of services under this Agreement and BCBSAZ makes a reasonable and good faith determination that the nature of the charges are such that termination is necessary to avoid unnecessary risk of harm to Members that could occur during the pendency of the criminal proceedings; or

(10) Provider repeats conduct that was the subject of a prior notice of material breach that provider timely cured, and the repeat conduct occurs within a two year period from the date of the first notice of breach.

Provider is a limited liability company. If one of the events listed above occurs with respect to one or more facilities, or Provider-controlled entities covered by this Agreement, this Agreement may be continued if Provider prohibits the affected entitie(s) from providing services under this Agreement. This paragraph shall also apply to termination for abusive practices under section 8.06.

8.04 Material Breach. Either party may terminate this Agreement for any material breach of this Agreement that is not cured within thirty (30) days after the party asserting breach gives written notice of breach to the other party.

8.05 Termination for Change of Control. BCBSAZ may, in its sole discretion, terminate this Agreement if there is a Change of Control in Provider's practice. Provider will notify BCBSAZ of a Change in Control at the earliest reasonable opportunity, but in no event later than 10 business days after the closing date of any such Change of Control.

"Change of Control" means a transaction or series of transactions that results in a BCBSAZ Competitor acquiring, absorbing, or combining with Provider, regardless of the form of transaction (through merger, stock/share purchase or exchange, asset purchase, or any other transaction in which Competitor is the surviving entity and owns or controls at least fifty percent of the total number of voting shares/securities/rights of the surviving entity).

"BCBSAZ Competitor" means: (i) a licensed health insurance company or its subsidiary or affiliate; and (ii) a business entity that is licensed or functions as a third party administrator for a health plan, or such entity's subsidiary or affiliate.

8.06 Termination for Abusive Practices. Either party may terminate the Agreement if the other party engages in abusive practices, following written notice to desist. As used in this section, abusive practices include the following:

(a) Provider or provider's staff has physically threatened a BCBSAZ employee or representative;

(b) A BCBSAZ employee or contractor has physically threatened Provider or one of Provider's staff;

(c) Provider or provider's staff has engaged in a pattern of verbal threats, intimidation, rude and insulting behavior directed at BCBSAZ employees;

(d) A BCBSAZ employee or contractor has engaged in a pattern of verbal threats, intimidation, rude and insulting behavior directed at Provider or Provider's employees.

Prior to termination under this section, a party shall give the other party written notice of the objectionable behavior, an opportunity to explain the behavior, and an opportunity to propose and take remedial action. If the party receiving notice does not respond to the notice or follow through on remedial action, or if the abusive behavior is repeated after such action is taken, the party claiming abuse may terminate the Agreement by giving the other party ten (10) days' prior written notice.

8.07 Partial Termination. BCBSAZ may terminate this Agreement with respect to one or more networks, or products, which BCBSAZ shall indicate in the notice of termination to Provider. This Agreement shall remain in full force and effect with respect to all other networks or products for which Provider has contracted to provide services, as designated in the Reimbursement Exhibits.

8.08 Effect of Termination; Continuing Obligations. If this Agreement terminates, in whole or in part as to a specified network, product or line of business, Provider shall continue to provide Covered Services to Members, at the rates and terms specified in this Agreement, as specified in this section. The Parties shall continue to perform their respective obligations under this Agreement as may be necessary to realize the intent, and perform the obligations, under this section 8.08, and to provide for continuity of care for those Members subject to this Section.

As at minimum, Provider shall continue rendering services under this Agreement to any Member who is a Continuing Care Patient for a period ending 90 days following the date of termination, or such earlier date that the Member no longer qualifies as a Continuing Care Patient for Provider. Provider shall comply with 42 USC 300gg-138 as to all Members who have continuing care rights under this section 8.08.

Upon termination of this Agreement, all rights and obligations of the parties shall immediately cease, except as otherwise provided in this Agreement, and subject to the exceptions listed above. Termination shall not relieve either party of any obligation incurred before termination. The terms and conditions of this Agreement, including reimbursement, shall survive termination to the extent necessary for the Parties to fulfill any continuing obligations under this Section 8.08.

In this section 8.08, "Continuing Care Patient" shall have the same meaning as defined in 42 USC 300gg-113(b)(1) and (2) and 29 USC .1185g (b)(1) and (2). For the purpose of construing the definition of "continuing care patient", the term "serious and complex condition" has the same meaning prescribed in 42 USC 300gg-113(b)(2).

9.00 Reimbursement and Coordination of Benefits.

9.01 Reimbursement. BCBSAZ (or the applicable Plan Administrator) shall pay Provider the reimbursement as set forth in the Reimbursement Exhibits.

9.02 Amendments to Reimbursement. BCBSAZ may, at any time, adjust a BCBSAZ fee schedule; however, BCBSAZ shall not lower any fees in a fee schedule without giving Provider thirty (30) days prior notice either in the provider newsletter or in some other form of written or electronic communication.

9.03 Claim Submission and Payment. After providing Covered Services to a Member, Provider shall submit a complete and accurate claim or encounter form in accordance with BCBSAZ's policies for claims, coding, and pricing. Provider shall use best efforts to submit all claims within thirty (30) days of the date of service. Provider shall use best efforts to submit claims electronically in a HIPAA standard 837 transaction and shall otherwise submit claims on a UB-04 or CMS 1500 (or such successor standard forms), as applicable, using the appropriate CPT-4, HCPCS and

revenue codes. BCBSAZ will not pay claims received more than one (1) year after the date of service unless BCBSAZ, in its sole discretion, determines there is good cause for an exception.

9.04 Collection of Member Cost Share. Provider shall collect all Member Cost Share amounts and shall not waive such amounts without the prior written consent of BCBSAZ. However, this section shall not prohibit the Provider from negotiating arrangements with the Member for payment of the Member Cost Share or from considering hardship circumstances in negotiating payment arrangements.

9.05 Limitation on Member Liability.

9.05.01 Provider shall not seek, bill, or try to collect from a Member, either directly or through any agent or third party:

- Any payment for Covered Services except for Member Cost Share;
- Any payment for services that are: (a) in violation of BCBSAZ billing policies and procedures; (b) not Medically Necessary, (c) deemed Investigational by BCBSAZ, (d) denied because Provider failed to timely file a claim as required under Section 9.03 or timely request adjustment as provided under Section 9.08; or (e) denied because Provider failed to submit medical records needed to adjudicate the claim.

9.05.02 Provider shall hold Members harmless for any amounts owed by BCBSAZ to Provider for Covered Services under the terms of the Agreement, as set forth in A.R.S. § 20-1072, or subsequent applicable state or other federal law.

9.05.03 The restrictions in this section 9.05 shall apply even if BCBSAZ fails to make payment, becomes insolvent, or breaches this Agreement.

9.05.04 This section 9.05 shall not prohibit Provider from billing or collecting for: (a) Member Cost Share, (b) such other amounts as may be otherwise permitted under the terms of the Member's Benefit Plan and this Agreement, or, (c) subject to the restrictions in section 9.05.01, services that are excluded from coverage.

9.05.05 This section 9.05 is for the benefit of the Member, and supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Member or persons acting on Provider's behalf.

9.06 Obligations in the Event of BCBSAZ Insolvency. A.R.S. § 20-1074. If BCBSAZ is declared insolvent, Provider shall provide Covered Services to Members at the same rates and pursuant to the same terms and conditions contained in this Agreement until the earliest date on which the court administering the insolvency makes one of the determinations below. The Court finds that:

(a) BCBSAZ cannot provide adequate assurance it will be able to pay Provider's claims for Covered Services that were rendered after BCBSAZ is declared insolvent;

(b) BCBSAZ is unable to pay Provider's claims for Covered Services that were rendered after BCBSAZ is declared insolvent;

(c) Continuation of the Agreement will constitute undue hardship to Provider; or

(d) BCBSAZ has satisfied its obligations to all Members under its health care plans.

9.07 Offset. Provider is responsible to repay BCBSAZ for all identified overpayments or incorrect payments paid pursuant to this Agreement. BCBSAZ shall recover any overpayments or incorrect payments by credit transaction on the remittance advice from either fee-for-service payments due to Provider under this Agreement or any other agreement in effect between Provider and BCBSAZ at the time of recovery of such overpayment or incorrect payment. Offsets shall be applied on a "first in/first out" basis until the overpayment is fully recovered. BCBSAZ may offset

the full amount of any incorrect payment (not merely the overpaid portion) and reissue payment for the correct amount.

9.08 Request for Reconsideration or Adjustment of Adjudicated Claims. Provider may request reconsideration or adjustment of an adjudicated claim if Provider disagrees with the adjudication. BCBSAZ may also adjust an adjudicated claim if BCBSAZ determines that the claim was incorrectly paid or denied. Except as otherwise provided in this section, each party shall provide the other party with written notice of a request for reconsideration or adjustment of adjudicated claims within one (1) year of the date of the disallowance, payment, or other notice of adjudication. Provider shall so indicate in the writing in a manner that is reasonably sufficient to put BCBSAZ on notice of Provider's request. Provider shall not bill or seek to collect from a Member any reimbursement that was denied because Provider failed to timely request adjustment of a claim.

This section shall not prohibit adjustment of the following claims after the one (1) year period:

a) Claims for services rendered to a member of the Federal Employee Health Benefits Program (FEP).
b) Claims involving subrogation for self-funded groups not governed by state law.
c) Claims involving coordination of benefits with Medicare or another private payer.
d) Claims involving fraud. As used in this subsection, fraud means a claim which includes or is based on a misstatement or omission of material fact by a Member or Provider, which resulted in incorrect adjudication of a claim, and includes, without limitation, failure to disclose other applicable coverage, use of CPT® codes that do not accurately reflect services provided, billing for services not rendered, billing for services under the name of a provider other than the provider who actually rendered the service.
e) Claims where a longer period of time is required by applicable state or federal law., including, without limitation, adjustments required because of federally mandated changes in Medicare reimbursement rates, federal requirements that certain government payers be payer of last resort or secondary payer, and federal laws prohibiting providers from accepting more than the Medicare limiting charge.
f) Claims where BCBSAZ or a Provider is ordered to adjust a claim because of a decision in a health care appeal or other administrative or judicial proceeding adjudicating the parties' rights.
g) Claims under a worker's compensation policy.
h) Claims involving recoupment and reclamation by the Arizona Health Care Cost Containment System, another state Medicaid agency, or a federal program that is entitled to recovery (Veterans Health Administration, Department of Defense, Indian Health Services).

9.09 Claim Audit. Provider acknowledges and agrees that BCBSAZ may delay payment of one or more claims due to an audit for appropriateness of the billing, a medical review of the Member's records, or review for Medical Necessity of treatment or services rendered by Provider. BCBSAZ and Provider shall cooperate to expeditiously resolve any questions or disputes regarding billing for services to encourage timely payment of claims.

9.10 Coordination of Benefits. Services to which a Member is entitled under a Benefit Plan may also be covered under another group or non-group health plan, prepaid medical plan, or health insurance policy. In those cases, BCBSAZ and Provider shall cooperate to coordinate benefits in accordance with applicable state or federal law concerning coordination of benefits (COB) or non-duplication of benefits and the COB or non-duplication provisions of the Member's Benefit Plan. When another payer is involved, the total of all payments will not exceed the lesser of Provider's billed charges or the amount specified in the Member's Benefit Plan, and BCBSAZ shall never pay more than the BCBSAZ Allowed Amount. The Provider shall write off any balance as if BCBSAZ was the sole source of payment except as stated in the circumstances described in Section 9.11.

9.11 Other Sources of Payment. Provider may be entitled to recover the difference between primary and secondary payments and billed charges from another source, not currently subject to COB, such as liability insurance, pursuant to A.R.S. §33-931, if applicable, and not prohibited by

the Member's Benefit Plan or other applicable law. Provider and Member shall resolve any billing or recovery from these other sources without intervention or involvement of BCBSAZ.

9.12 Survival. Section 9.00 shall survive the termination of this Agreement regardless of the cause giving rise to termination.

10.00 General Provisions.

10.01 The Blue Cross and Blue Shield Association. Provider expressly acknowledges and agrees that: (a) this Agreement constitutes an agreement between Provider and BCBSAZ; (b) that BCBSAZ is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans, permitting BCBSAZ to use the Blue Cross and/or Blue Shield Service Mark(s) in the State of Arizona; (c) BCBSAZ is not acting as the agent of the Association; (d) Provider has not entered into this Agreement based on representations by any person or entity other than BCBSAZ; and (e) no person, entity or organization other than BCBSAZ shall be held accountable or liable to Provider for any of BCBSAZ's obligations to Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSAZ or Provider, other than those obligations created under other provisions of this Agreement.

10.02 Independent Contractor. The relationship between Provider and BCBSAZ is that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Provider acts as an independent contractor and not as partner, employee, or agent of BCBSAZ. Provider is solely responsible for all tax withholding, social security, workers' compensation insurance and other obligations with respect to its employees.

10.03 Trade Name Ownership. The parties acknowledge that BCBSAZ has the sole right to use, in Arizona, the "Blue Cross" and "Blue Shield" trade names and service marks. Provider shall not use these names and marks without express written permission of BCBSAZ.

10.04 Amendment.

10.04.01 *Unilateral.* BCBSAZ may unilaterally amend this Agreement by giving Provider at least thirty (30) days' prior written notice of the amendment terms and an opportunity to reject the amendment. Unilateral amendments are typically used for administrative changes and addition of new networks. Provider shall be bound by all unilateral written amendments to this Agreement, unless Provider notifies BCBSAZ of its objection in writing, within thirty (30) days after receipt of the amendment.

10.04.02 *Limitations.* This Section 10.04 does not apply to adjustments or changes in the BCBSAZ Fee Schedule, or Provider's specific fees set in the Reimbursement Exhibits, which may only be adjusted as described in Section 9.02.

10.05 Intentionally left blank.

10.06 Assignment; Indemnification for Breach. Provider shall not, without prior written consent of BCBSAZ, sell, assign, transfer, pledge, or grant a security interest in any right, benefit, obligation or duty under this Agreement, including, without limitation, any right to payment or account, to any third party. BCBSAZ shall not unreasonably withhold consent.

Notwithstanding any such consent, Provider agrees that: (i) payments made pursuant to this Agreement arise out of a Member's interest in or claim under a policy of insurance for healthcare goods or services; (ii) any assignment of any right to payment is not enforceable against BCBSAZ and shall not impose any duty or obligation on BCBSAZ; (iii) BCBSAZ is not required to recognize the assignment or security interest or to pay or render performance to the assignee or other secured party or to accept payment or performance from the assignee or other secured party; (iv) any

assignment or security interest shall not permit an assignee or other secured party to use or further assign Provider's rights under such payments or entitle the assignee or other secured party to enforce the security interest in the right to payment. If BCBSAZ receives any notice or demand from any such assignee or other secured party requesting or requiring that any payments under this Agreement be made to such assignee or other secured party, in the sole and absolute discretion of BCBSAZ, BCBSAZ may (a) require Provider to immediately cause such notice to be withdrawn and terminated; (b) suspend or withhold any payments otherwise due to Provider until such notice is withdrawn and terminated; (c) interplead any such payment or otherwise hold such payment in such manner as BCBSAZ may determine; or (d) make such payment to the assignee or other secured party, without any duty to verify the validity or sufficiency of any such claim.

Provider shall defend, indemnify and hold harmless BCBSAZ from any claims, losses, damages, liabilities, costs, expenses or obligations (including court costs and attorneys' fees) arising out of or resulting from Provider's breach of this section, including without limitation, any assignment of payments due or to become due under this Agreement, regardless of whether the assignment is permitted under the Agreement or consented to by BCBSAZ.

BCBSAZ may assign its rights or obligations hereunder upon at least thirty (30) days prior written notice to Provider to a parent, subsidiary or affiliate of BCBSAZ or a party that acquires all or substantially all of its assets. BCBSAZ may also assign and delegate responsibilities for administration and utilization management functions. BCBSAZ may lease its networks to third parties as permitted under Section 1.00, "Scope; Applicability" of this Agreement.

Any purported assignment or transfer in violation of this section is null and void.

10.07 Benefit. The terms and provisions of this Agreement are for the benefit of and are binding on the respective parties, their successors and assigns, where assignment is permitted.

10.08 Indemnification. Provider shall defend, indemnify and hold harmless BCBSAZ from any claims, losses, damages, liabilities, costs, expenses or obligations (including court costs and attorneys' fees) arising out of or resulting from the negligence or willful misconduct of Provider, its officers, employees, and agents in the performance of Provider's obligations under this Agreement.

BCBSAZ shall defend, indemnify and hold harmless Provider from any claims, losses, damages, liabilities, costs, expenses or obligations (including court costs and attorneys' fees) arising out of or resulting from the negligence or willful misconduct of BCBSAZ, its officers, employees, and agents in the performance of its obligations under this Agreement.

The parties shall cooperate in the defense of any claim made against them both. However, if either party determines that its own interests are adverse to the interests of the other party, each party may direct its own defense. The obligations and indemnities in this Section 10.08 shall survive the expiration or termination of this Agreement.

10.09 Entire Agreement; Materiality. This Agreement, including any documents referenced in it, contains the entire understanding of the parties and supersedes all prior agreements between the parties with respect to the same subject matter. Each term, provision and condition of this Agreement shall be deemed material, in the absence of which this Agreement would not have been made.

10.10 Severability. If any provision of this Agreement is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining sections shall not be affected. In addition, the illegal, unenforceable or invalid provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable comes closest to the intention of the parties concerning the illegal, unenforceable or invalid provision.

If a provision of this Agreement is rendered invalid or unenforceable as provided in this Section 10.10, and its removal has the effect of materially altering (a) the obligations of BCBSAZ or Provider in such manner as, in the sole and reasonable judgment of such party, will cause it to act in violation of its corporate Articles or Bylaws or its licenses, or will cause serious financial hardship or insolvency, such party may terminate this Agreement on thirty (30) days prior written notice to the other party. If termination occurs pursuant to this Section 10.10, the provisions of Section 8.00 shall govern the termination.

10.11 Notices and Communications. All notices and other communications, other than notices under Section 8.00 (Term and Termination) and Sections 6.04 (Notice of Change in Information) and 10.04 (Amendment), may be provided electronically, by email, newsletter, or through posting on BCBSAZ's website. Notices required under Sections 8.00, 6.04, and 10.04 shall be in writing, served or delivered by hand delivery, by U.S. mail, or by a national overnight delivery service with proof of delivery to the parties at their respective addresses shown below. Notice is complete on delivery if hand-delivered, or delivered by overnight delivery service, or if mailed, on the earlier of either actual receipt by the party or five (5) days after deposit in the United States mail, postage prepaid. Notices and other communications in writing need not be mailed either by registered or certified mail, but a signed return receipt received through the U.S. Post Office is conclusive proof, as between the parties, of delivery of any notice or communication and of the date of such delivery.

If to BCBSAZ:

Attn: Vice President Provider Partnerships
Blue Cross Blue Shield of Arizona, Inc.
2480 West Las Palmaritas Drive
Phoenix, AZ 85021

If to Provider, at the address set forth below the signature space.

Provider is responsible for timely notifying BCBSAZ of any change in U.S. mail or email address. Provider shall be deemed to have received any communications that are sent (as required by this section) to provider's email and mailing addresses of record with BCBSAZ.

10.12 Venue, Jurisdiction, Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona or such federal law as may be applicable. Although this Agreement requires that all disputes are subject to arbitration, in the event a dispute involving this Agreement is determined not to be subject to arbitration, BCBSAZ and Provider consent to the jurisdiction of and to venue in the state courts of Maricopa County, State of Arizona or the Federal District Courts of Maricopa County, State of Arizona.

10.13 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed to be or construed as a further or continuing waiver of such term, provision or condition.

10.14 Dispute Resolution. Provider acknowledges that BCBSAZ has dispute resolution processes as outlined in the Provide Operating Guide: (a) for disputes concerning a provider's professional competence or conduct; (b) for administrative matters; (c) for provider grievances involving payment disputes, timely filing, or other systemic problems as required by A.R.S. § 20-3102(F); (d) for disputes handled by contracted vendors providing network services; and (e) for disputes involving CHS group health plans. The Parties agree to resolve disputes using the applicable process described in the Provider Operating Guide. An administrative dispute that cannot be resolved to the satisfaction of the Parties using the administrative dispute resolution process or the provider grievance process can be referred for arbitration in accordance with Section 10.15.

However, before commencing any arbitration under this Agreement, the parties shall each designate a member of senior management to meet in a mutually agreeable place, time and manner to attempt resolution of the claim, dispute or disagreement. If the parties are unable to resolve the matter, either party may commence arbitration thirty (30) days after such meeting.

10.15 Arbitration. All claims, disputes or disagreements, including without limitation, any claims arising under the Employee Retirement Income Security Act (ERISA), Racketeer Influenced and Corrupt Organizations Act (RICO), the Americans With Disabilities Act (ADA) or any other state or federal law, regulation or statute that arise out of or relate in any way to this Agreement are subject to arbitration. Any arbitration commenced under this provision shall be held exclusively in Maricopa County, Arizona. The parties expressly agree to waive any and all defenses they may have to jurisdiction or venue in Maricopa County, Arizona.

Either party may initiate arbitration by sending the other party, via certified mail, a written demand for arbitration setting forth the specific nature of the controversy, the dollar amounts involved, and the remedies sought. There shall be one arbitrator. If the parties fail to select a mutually agreeable arbitrator within thirty (30) days after receipt of the demand, then each party shall select a designee of their choice and disclose the identity of the designee to the opposing party within forty (40) days after receipt of the demand. The designee shall not be an employee, agent, officer or director of the selecting party. The designees shall confer and within twenty (20) days after their selection by the parties, the designees shall select a single arbitrator. The arbitrator shall conduct the arbitration in accordance with the rules of the American Arbitration Association (AAA); however, the proceedings will not be conducted before the American Arbitration Association (AAA).

The parties shall share equally in the costs of the arbitration. The non-prevailing party shall reimburse the prevailing party for its attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration. The arbitrator’s decisions are final, binding, and conclusive on the parties, and are not subject to appeal under the Federal Arbitration Act or any other similar state or federal law. The arbitrator or a court of competent jurisdiction may issue a writ of execution to enforce the arbitrator's award. Judgment may be entered upon such a decision in accordance with applicable law in any court of competent jurisdiction.

10.16 Exhibits; Schedules; Attachments. All exhibits, schedules and attachments referred to in this Agreement are attached and incorporated by this reference.

10.17 Force Majeure. Neither party shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. For the purpose of this Agreement, such contingencies shall include Acts of God, fires, floods, epidemic sickness, earthquakes, explosions, storms, wars, public disorders, and terrorist attacks. The party that asserts inability to perform due to such contingency shall give immediate notice to the other party, and shall use all reasonable effort to remedy the nonperformance to the extent possible. The existences of one or more such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period of time equal to the delay. If the period of delay exceeds sixty (60) days from the date of notice, either party shall have the right to terminate this Agreement.

10.18 Execution. This Agreement may be executed in counterparts, including facsimiles, and in such event, the counterpart signatures will be assembled and together constitute a complete agreement. Facsimiles and electronic copies shall be deemed to have the same force and effect as originals.

10.19 Offshoring. Provider shall not off-shore any of Provider’s services, functions or responsibilities under this Agreement (including, but not limited to access to or storage of Member information) without the prior written consent of BCBSAZ, which shall not be unreasonably withheld.

"Off-shore" means outside of the United States and its territories. If BCBSAZ allows offshoring, Provider shall comply with all applicable laws and BCBSAZ requirements for reporting, auditing, monitoring, and protection of Member confidential information and protected health information.

10.20 Prohibition on Gag Clauses.

10.20.01 Nothing in this Agreement shall prevent BCBSAZ from:

- (i) Providing provider-specific cost or quality of care information or data, through a consumer engagement tool or other means, to referring providers, group health plan sponsors, Subscribers/Members, individuals who are eligible to become enrollees of a specific group health plan, or prospective enrollees of an individual health insurance plan;

- (ii) Electronically accessing de-identified claims and encounter information or data for each Subscriber/Member in a group health plan or coverage, upon request, and consistent with Applicable Laws, including, on a per-claim basis:
    - Financial information such as the allowed amount, or any other claim-related financial obligations, included in this Agreement;
    - Provider information, including name and clinical designation;
    - Service codes; or
    - Any other data element included in claim or encounter transactions; or

- (iii) For group health plans and coverage, sharing the information described in bullets one and two above, or directing that such information be shared with a Business Associate, in accordance with Applicable Laws; or

- (iv) For individual health plans and coverage, sharing, for plan design, plan administration, and plan, financial, legal, and quality improvement activities, the data described above in bullet one with a Business Associate and in accordance with Applicable Laws.

10.20.02 Nothing in this section prevents Provider from placing reasonable restrictions on the public disclosure of the information described in this section.

10.20.03 In this section,

"Applicable Laws" mean: the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations; the amendments made by the Genetic Information Nondiscrimination Act of 2008; and the Americans With Disabilities Act of 1990.

"Business Associate" has the same meaning prescribed in 45 CFR 160.103 (or successor regulation.)

(The remainder of this page intentionally left blank)

The parties agree that: (i) they have had an adequate opportunity to review all provisions in this Agreement and to consult with legal counsel regarding the terms; and (ii) no arbitrator, court, or other judicial or administrative authority may construe any provision of this Agreement against a party because such party drafted or structured the provision in whole or in part. As evidenced by the signatures below of their authorized representatives, the parties agree to the terms and conditions of this Agreement.

Blue Cross and Blue Shield of Arizona, Inc.	Lake Havasu City
By_____ (Signature)	By_____ (Signature)
Colby Bower	Print Name Peter Pilafas
Vice President, Provider Partnerships	Title Fire Chief
Date_____	Date_____
	Address for Legal Notice:

STANDARD PARTICIPATION AGREEMENT
EXHIBIT A - REIMBURSEMENT EXHIBIT

CONTRACTED SERVICES: Ground Ambulance

This reimbursement exhibit applies only for the NPI number shown in the table below.

Name	NPI
Lake Havasu City	1710727086

This Exhibit A specifies the networks in which Provider has agreed to participate and the reimbursement applicable to each network. Agreement to participate in a standard or exclusive network means that Provider is agreeing to render covered services to all Members enrolled in any Benefit Plan associated with that network.

The reimbursement in the table(s) below is the only payment required for Covered Services, subject to the Coordination of Benefits and Other Sources of Payment provisions of the Agreement. The Member is responsible to pay any Member Cost Share amount, and BCBSAZ is responsible to pay amounts other than Member Cost Share.

Participation	Standard Networks & Products	---BCBSAZ Allowed Amount--- Reimbursement for Covered Services
Yes	Indemnity	The lesser of Provider's billed charges or the following amounts: • Emergency Services: one hundred percent (100%) of Provider's Ground Ambulance Rates on file with the Arizona Department of Health Services ("GA Rate") • Non Emergency Transports and Covered Services: (70%) of the GA Rate.
Yes	PPO	
Yes	HMO	
Yes	Worker's Compensation Programs	
Yes	Medicare Supplement Senior Preferred	The balance payable after Medicare has made payment, up to the Medicare Allowed Amount..

Participation	Exclusive Networks & Products±	---BCBSAZ Allowed Amount--- Reimbursement for Covered Services
Yes	Neighborhood	The lesser of Provider's billed charges or the following amounts: • Emergency Services: one hundred percent (100%) of Provider's Ground Ambulance Rates on file with the Arizona Department of Health Services ("GA Rate") • Non Emergency Transports and Covered Services: (70%) of the GA Rate.
Yes	Alliance	
Yes	MaricopaFocus	
Yes	PimaConnect	
Yes	PimaFocus	

±BCBSAZ may, from time to time, add new exclusive networks or terminate current exclusive networks. BCBSAZ at its sole discretion determines which providers will be invited to join an exclusive network.

- BCBSAZ may add Provider to a new exclusive network by sending Provider at least thirty (30) days' prior written notice amending the above list. Provider may decline participation by sending BCBSAZ an objection notice within the thirty (30) day period.
- Any termination of an Exclusive Network shall be subject to the termination provisions of this Agreement, unless otherwise provided in an exclusive network participation amendment.

BLUE CROSS AND BLUE SHIELD OF ARIZONA
PARTICIPATION AGREEMENT – INSTITUTION ANCILLARY
EXHIBIT B – MEDICARE ADVANTAGE EXHIBIT

1.00. Scope:

This Medicare Advantage Exhibit applies to the networks identified in Reimbursement Exhibit B-1.

2.00. Relationship to Agreement:

The terms of the Agreement apply to Provider and Provider's services under this MA Exhibit. If there is a conflict between the terms of the Agreement and this MA Exhibit, the terms of this MA Exhibit shall supersede and replace any inconsistent provisions of the Agreement (or any related agreement) as to services provided to MA Members.

3.00. Definitions:

Definitions used in the Agreement shall apply in this MA Exhibit unless otherwise defined herein. Capitalized terms used in this MA Exhibit that are not otherwise defined below or in the Agreement shall have the meaning prescribed in 42 C.F.R. Part 422. The following additional definitions apply in this MA Exhibit:

3.01. Applicable Law (or "Laws"):

All applicable local, state, and federal statutes, regulations, ordinances, or other requirements or judicial decisions having the force and effect of law, including without limitation: Parts C and D of Title XVIII of the Social Security Act and 42 C.F.R. Parts 2, 411, 422 and 423; federal Medicare and Medicaid (with regard to dual eligible members) law, regulations, and other requirements; state Medicaid (with regard to dual eligible members) law, regulations, and other requirements; any willing provider and prompt payment law, regulations and other requirements; (iii) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans With Disabilities Act, and all related implementing regulations; the Violent Crimes Control Act, 18 U.S.C. §§ 1033 and 1034; the Controlled Substances Act, 21 USC § 801, et seq.; the Anti-Kickback Act, 42 USC 1320a-7b and regulations; and the False Claims Act, 31 USC § 3729, et seq.; HIPAA and its implementing privacy, security transaction, and national provider identifier regulations at 45 C.F.R. Parts 160, 162, and 164 ("**HIPAA Privacy Rule**," "**HIPAA Security Rule**," "**HIPAA Transaction Rule**," and "**HIPAA NPI Standards**"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "**HITECH Act"**); the Patient Protection and Affordable Care Act of 2010 ("**PPACA**") (including but not limited to Section 1557 and its implementing regulation at 45 C.F.R. Part 92, together the "**1557 Rules**") and the Health Care and Education Reconciliation Act of 2010 ("**HCERA**") (as such provisions are applicable to Medicare Advantage); state privacy provisions (if not preempted by federal law); licensing law; workers' compensation law; and minimum salary and wage statutes and regulations. Applicable Laws shall also include the "**CMS Requirements**" defined below.

3.02. Centers for Medicare and Medicaid Services ("CMS"):

The agency within the Department of Health and Human Services ("**HHS**") that administers the Medicare program.

3.03. CMS Requirements:

The provisions of Parts C and D of Title XVIII of the Social Security Act, Medicare Advantage regulations at 42 C.F.R. Parts 411, 422 and 423, CMS contract provisions outlined in 42 C.F.R. §422.504, the CMS Medicare Managed Care Manual ("**CMS Manual**"), CMS guidelines, annual CMS instruction letters to MA and MA-PD Plan Sponsors (known as "**call letters**"), CMS policies, any other CMS guidance (such as Plan Sponsor Management System or "**HPMS**" memos), and the CMS contracts, as they are updated from time to time.

3.04. Completion of Audit:

Completion of an audit by HHS, the Government Accountability Office, or their designees of a MA Organization, MA Organization contractor, or related entity.

3.05. Downstream Entity:

Any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA Organization and a first-tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

3.06. Final Contract Period:

The final term of the contract between CMS and a MA Organization.

3.07. First Tier Entity:

Any party that enters into a written arrangement, acceptable to CMS, with an MA Organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

3.08. Medicare Advantage ("MA"):

An alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

3.09. Medicare Advantage Member ("MA Member"):

A MA eligible individual who has enrolled in or elected coverage under an MA Plan sponsored by BCBSAZ.

3.10. Medicare Advantage Plan ("MA Plan"):

Health benefits coverage offered under a policy or contract by an MA Organization that includes a specific set of health benefits offered at a uniform premium and uniform level of cost-sharing to all Medicare beneficiaries residing in the service are of the MA Plan.

3.11. Medicare Advantage Organization ("MA Organization"):

A public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirementsIn this MA Exhibit, the MA organization is BCBSAZ for PPO products and is Medisun, Inc. for HMO products. BCBSAZ and Medisun are collectively referred to in this Exhibit as BCBSAZ.

3.12. Medicare Advantage Provider:

(1) an individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation. For purposes of this MA Exhibit, Provider is a Medicare Advantage Provider.

4.00. Requirements:

4.01. Responsibility:

The Parties agree that BCBSAZ, as the MA Organization, maintains ultimate responsibility for adhering to and otherwise complying with all terms and conditions of its contract with CMS. BCBSAZ shall only delegate activities or functions to the Provider in a manner consistent with Applicable Law and CMS requirements.

4.02. Policies and Procedures:

Provider shall comply with BCBSAZ's policies and procedures applicable to MA benefits provided on behalf of MA Members.

4.03. Cooperation with BCBSAZ Programs:

Provider shall participate in and cooperate with BCBSAZ's medical and prescription drug utilization management, quality assurance or review, performance Improvement, and credentialing programs for MA Plans as described in BCBSAZ's MA policies and procedures. Provider shall cooperate in MA Member appeal and grievance procedures, in accordance with Applicable Law and CMS Requirements. Provider

shall also cooperate with BCBSAZ's health risk assessment program, quality improvement initiatives, and quality improvement audits for the purposes enhancing the performance of the Medicare Advantage program.

4.04. Provider Responsibility:

Provider shall provide medically necessary Covered Services according to BCBSAZ's MA policies and procedures, the terms of the Agreement and this MA Exhibit, all applicable CMS Requirements, and Applicable Law. This MA Exhibit is not meant, and shall not be construed, to interfere with the patient relationship between Provider and an MA Member. Provider has the sole professional and ethical responsibility for services that Provider renders to MA Members under this MA Exhibit. Nothing in the Agreement, this MA Exhibit, BCBSAZ MA policies and procedures, BCBSAZ MA Programs, or BCBSAZ benefit determinations will override Provider's professional or ethical responsibility or interfere with Provider's ability to provide information or assistance to patients regarding their health care and related benefits. Provider agrees to provide Covered Services to MA Members in conformity with accepted and prevailing practices and standards.

4.05. Records; Audit and Inspection Periods:

Provider shall maintain operational, financial, administrative and medical records related to provision of services under the Agreement and this MA Exhibit sufficient to enable the BCBSAZ to audit and validate Provider's performance and compliance. BCBSAZ, HHS, the Comptroller General, or their designees (either directly or through BCBSAZ) have the right to collect, audit, evaluate, and inspect pertinent information for particular contract periods, including, but not limited to: operational, financial and administrative records, documentation, books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier Entities or Downstream Entities) ("**Records**"). Provider shall maintain such Records, and the audit and inspection rights described herein shall exist for ten (10) years after the later of: (a) the final date of the Final Contract Period, or (b) the date of Completion of Audit.

HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect and inspect and Records covered under this Section 4.05 directly from any First Tier, Downstream or Related Entity. For Records subject to this review, except in exceptional circumstances, CMS will provide notification to BCBSAZ that a direct request for information has been initiated.

4.06. Confidentiality:

Provider agrees to safeguard MA Member privacy and shall comply with confidentiality and MA Member record accuracy requirements, including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information; (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas; (3) maintaining the records and information in an accurate and timely manner; and (4) ensuring timely access by MA Members to the records and information that pertain to them.

4.07. Hold Harmless:

MA Members will not be held liable for payment of any fees that are the legal obligation of BCBSAZ. Provider shall not request or accept compensation from an MA Member for any amounts that are the obligation of BCBSAZ, including but not limited to the following circumstances: insolvency of BCBSAZ, nonpayment by BCBSAZ, breach of agreement by BCBSAZ or (if and when applicable) due to prescription or ordering by a precluded provider.

4.08. Dual Eligibles:

MA Members who are eligible for both Medicare and Medicaid ("Dual Eligibles") are not liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for Dual Eligibles. For a Dual Eligible MA Member, Provider shall not impose cost-sharing that exceeds the amount of cost-sharing, if any, that would be permitted with respect to the individual under Title XIX of the Social Security Act (Medicaid). The Provider will: (1) accept BCBSAZ payment as payment in full, or (2) bill the appropriate State source.

4.09. Compliance with CMS Contract:

Any services or other activity that Provider performs on behalf of BCBSAZ shall be consistent and comply with

BCBSAZ's contractual obligations to CMS.

4.10. Continuation of Benefits:

BCBSAZ shall provide, and Provider shall comply with all policies, procedures and contractual requirements, for the continuation of MA Member health care benefits provided or administered by the Provider: (a) for all MA Members, for the duration of the contract period for which CMS payments have been made to BCBSAZ, and (b) for MA Members who are hospitalized on the date BCBSAZ's contract with CMS terminates, or in the event of an insolvency, through discharge.

4.11. Coordination of Benefits:

BCBSAZ is responsible for coordination of benefits for MA Members who are covered under more than one health plan. The primary and secondary plan will be determined according to Medicare secondary payer rules.

4.12. Prompt Payment:

BCBSAZ shall pay Provider as set forth in Exhibit B-1 (MA Reimbursement Exhibit). BCBSAZ shall pay clean claims within sixty (60) days of claim receipt. A "clean claim" has the same meaning as defined in 42 CFR § 422.500(b).

4.13. Compliance with Law:

Provider shall comply with all Applicable Laws and CMS Requirements.

4.14. Non Discrimination:

Provider shall not discriminate in the treatment of any MA Member because of his/her race, color, ethnicity, national origin, citizenship, religion, health status or medical condition (including mental as well as physical illness), mental and physical disability, sexual orientation, gender, marital status, age, health insurance coverage, claims experience, genetic information, evidence of insurability (including conditions arising from domestic violence), veteran status, payment status, or any other basis deemed unlawful under federal, state, or local law (including but not limited to 42 CFR Part 422) or other Applicable Law or as otherwise prohibited by BCBSAZ's policies and procedures.

4.15. Delegation, Revocation, and Monitoring:

BCBSZ may delegate certain of its activities or responsibilities under its contract with CMS, as described further below. The following applies to all delegations:

i. Any delegated activities and reporting responsibilities of the Provider are specified in this MA Exhibit.

ii. CMS and BCBSAZ reserve the right to revoke, in whole or in part, any delegation of activities or reporting provided under this MA Exhibit, or to specify other remedies in instances where CMS or BCBSAZ determine that Provider has not performed timely or satisfactorily.

iii. BCBSAZ will monitor Provider's performance of delegated activities and reporting on an ongoing basis.

4.16. Sub-Delegation:

In the event Provider desires to enter into an arrangement with a Downstream Entity or others to provide any services related to this MA Exhibit, such sub-delegation requires the prior written approval of BCBSAZ. If Provider has any such approved arrangements with any subcontractors or Downstream Entity to perform any of the services under this MA Exhibit, Provider shall ensure that all such arrangements are in writing, duly executed, and comply with all terms of this MA Exhibit, the Agreement, Applicable Law and CMS Requirements. Provider shall provide such proof that the arrangement meets such requirements to BCBSAZ upon request. BCBSAZ retains the right to approve, suspend, or terminate any arrangement in which BCBSAZ delegates the selection of providers, contractors, or subcontractors.

4.17. Credentialing:

BCBSZ shall review Provider's credentials to determine whether Provider is eligible for participation in

BCBSAZ's MA provider network as set forth in BCBSAZ's policies and procedures.

4.18. Selection of Providers:

If BCBSAZ delegates the selection of providers, contractors, or subcontractor to Provider, BCBSAZ retains the right to approve, suspend, or terminate any such arrangement.

4.19. Marketing:

Provider shall comply with Applicable Laws regarding provider communications and marketing to MA Members or prospective MA Members. When assisting MA Members or prospective MA Members with enrollment decisions, Provider shall act based on an objective assessment of the needs and interests of the individual.

4.20. Medicare Participating Status:

Provider is and, as applicable, Provider's employees are, participating provider(s) with Medicare. Provider shall promptly notify BCBSAZ should Provider or, as applicable, Provider's employees, fail to maintain participating provider status with Medicare. Provider agrees that, in such case, BCBSAZ shall have the right to terminate this MA Exhibit immediately.

4.21. No Exclusion or Debarment:

Provider represents and warrants that Provider and Provider's employees, contractors, governing body members, and any Downstream Entities are not excluded or debarred by the HHS Office of Inspector General or by the General Services Administration from participation in any federal health care program, and they are not under investigation for any such exclusion or debarment. Provider shall not use federal funds to pay for work or services provided by a provider, employee or Downstream Entity that is excluded by the Department of Health and Human Services Office of the Inspector General List of Excluded Individuals and Entities (LEIE list) and General Services Administration System for Award Management (SAM). Provider must review the LEIE and SAM lists prior to hiring or contracting a new employee or entity and monthly thereafter. Provider shall promptly notify BCBSAZ of any excluded individual or entity assigned to perform delegated services and immediately remove such individual or entity from performing such services.

4.22. Preclusion List:

Provider represents and warrants that it is not listed on the CMS preclusion list as defined in 42 C.F.R. § 422.2 and does not employ or contract with, and shall not employ or contract with, individuals or entities to perform services who are listed on the CMS preclusion list. Provider shall promptly notify BCBSAZ if CMS includes Provider, or any entity or individual with which Provider contracts or employs, on the preclusion list and immediately remove such individual or entity from performing services. Provider shall not use federal funds to pay for work or services rendered by a provider, employee or Downstream Entity that is on the preclusion list. Provider agrees that it will not be eligible for payment and will be prohibited from pursuing payment from MA Members after the expiration of the 60-day period specified in 42 C.F.R § 422.222. Provider will hold financial liability for services, items, and drugs that are furnished, ordered or prescribed after the expiration of such 60-day expiration period.

4.23. Reporting Requirements:

Provider shall give BCBSAZ such medical, financial, and administrative information as may be necessary for compliance with Applicable Law and for BCBSAZ to meet its Medicare Advantage reporting and data submission obligations, including but not limited to as specified at 42 C.F.R. §§ 422.310 (risk adjustment data), 422.516 (informational data), and 422.2460 (medical loss ratio).

4.24. Certification of Data:

As part of Provider's duties under the Agreement or this MA Exhibit, Provider may be required to furnish data that BCBSAZ will provide to CMS, use to obtain payment from the federal government, or use to support future BCBSAZ bids for Medicare program renewals and/or CMS contracts. Provider understands that BCBSAZ will be acting in reliance on the accuracy, completeness, and truthfulness of any data Provider furnishes. Provider shall comply with all Applicable Laws and CMS Requirements for the accuracy of data that Provider furnishes under the Agreement or this MA Exhibit, and certify as to the accuracy, completeness, and truthfulness (based

on its best knowledge, information and belief) of such data.

4.25. Federal Funds:

Provider acknowledges and agrees that payment for the services provided under the Agreement, as modified by this MA Exhibit, is made, in whole or in part, from federal funds.

4.26. Off-Shore:

Provider shall not, in connection with any functions, activities or services related to the Agreement or this MA Exhibit directly or indirectly contract with any person or entity that undertakes any functions, activities or services, including, without limitation, storage of MA Member information, outside of the United States of America or its territories without BCBSAZ's prior written consent.

4.27. Training, Compliance, and Anti-Fraud Program:

Provider agrees to adopt and implement an effective compliance and anti-fraud program ("Program") that must include measures to prevent, detect and correct non-compliance with CMS program requirements as well as measures that prevent, detect and correct fraud, waste and abuse. Provider any of Provider's employees who are involved in administration or delivery of health care services under this MA Exhibit, shall, upon initial hiring and annually thereafter, participate in training and education on Medicare compliance and the Program. Provider will provide BCBSAZ with attestations and compliance reporting to confirm performance of required compliance training and screening activities.

4.28. Amendments:

BCBSAZ reserves the right to amend this exhibit as necessary to comply with any changes in Applicable Law or CMS Requirements.

BLUE CROSS AND BLUE SHIELD OF ARIZONA
STANDARD PARTICIPATION AGREEMENT
EXHIBIT B -1 – MEDICARE ADVANTAGE REIMBURSEMENT EXHIBIT

This Exhibit specifies the BCBSAZ Medicare Advantage networks in which Provider has agreed to participate and the reimbursement applicable to each MA network. Participation in a network means that Provider has agreed to render Covered Services to all MA Members enrolled in any Medicare Advantage Plan associated with that network.

The reimbursement set forth below is the only payment required for Covered Services, subject to the Coordination of Benefits and Other Source of Payment provisions of the Agreement, as amended by this MA Exhibit. The MA Member is responsible to pay any MA Member Cost Share amount and BCBSAZ is responsible to pay amounts other than MA Member Cost Share, as permitted by the Agreement, the MA Exhibit, and Applicable Law.

All Medicare Fee-for Service (**"FFS**) amounts or Medicare Allowed Amounts shall be reduced to reflect the sequestration reduction in place as a result of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended (the **"Sequestration Reduction"**), which is currently two-percent (2%). The Sequestration Reduction is applied after calculation of the amounts due to the Provider under this MA Exhibit B-1. If the Sequestration Reduction is adjusted (higher, lower or eliminated) by statute or otherwise, the Sequestration Reduction amount shall be automatically revised to account for and include that adjustment, effective on the effective date of the CMS adjustment.

Participation	Networks	Reimbursement for Covered Services
Yes	Medicare Advantage PPO Medicare Advantage HMO*	Reimbursement is the lesser of billed charges or 100% of what the Provider would receive from Fee-for-Service ("FFS") Medicare (also referred to as the Medicare Allowed Amount), subject to the Sequestration Reduction, if applicable.
*Provider-Specific Plans (PSPs) are excluded from this Exhibit. A Provider Specific Plan is a Medicare Advantage plan benefit package that limits plan enrollees to a subset of contracted providers/facilities in a county/counties that are within the larger contract-level network approved by CMS.		

BCBSAZ may, from time to time, add new networks or terminate existing networks.

- BCBSAZ may add Provider to a new network by sending Provider prior written notice amending the above list, at least thirty (30) days prior to the effective date of the change. Provider may decline participation by sending BCBSAZ an objection notice within the 30-day period.
- BCBSAZ may elect to terminate Provider's participation in one or more Medicare Advantage Networks or Products on sixty (60) days' prior written notice to Provider.

BLUE CROSS AND BLUE SHIELD OF ARIZONA
PARTICIPATION AGREEMENT – INSTITUTION ANCILLARY
EXHIBIT C -PROVIDER INFORMATION

Corporation Name:	Lake Havasu City
Provider Name (if different):	
Tax ID Number:	86-0365905
Administrative Contact:	Peter Pilafas
Administrative Office:	2330 McCulloch Blvd N Lake Havasu City, AZ 86403
Office Email:	pilafasp@lhcaz.gov
Phone Number:	928-855-1141
Fax Number:	
Billing Company:	Action Ambulance Billing LLC
Billing Company Address:	PO Box 4451 Camp Verde, AZ 86322
Billing Company Phone No:	928-567-0403
Locations:	
Address:	
Phone No.:	
Address:	
Phone No.:	
Address:	
Phone No.:	
Address:	
Phone No.:	

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Certificate Of Completion

Envelope Id: 2EFDFFF3389A4B18A9A2C58D6E45DF5F
Status: Delivered
Subject: Complete with Docusign: Lake Havasu City.pdf **Updated to include all Exclusive Networks**
Contract Name:
Contract Description:
Contract TIN:
Document Type: Provider Network Documents
Contract Related/Base ID:
Source Envelope:
Document Pages: 31
Signatures: 0
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Karen Rindy
8220 N 23rd Avenue
Phoenix, AZ 85021
Karen.Rindy@azblue.com
IP Address: 204.153.155.151

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11/22/2024 7:44:49 AM
Holder: Karen Rindy
Karen.Rindy@azblue.com
Location: DocuSign

Signer Events	Signature	Timestamp
Lake Havasu City pilafasp@lhcaz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/22/2024 7:59:59 AM ID: 709b3ac4-8968-42e9-8e61-03e37110b25d		Sent: 11/22/2024 7:48:42 AM Viewed: 11/22/2024 7:59:59 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/22/2024 7:48:42 AM
Certified Delivered	Security Checked	11/22/2024 7:59:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Blue Cross Blue Shield of Arizona (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Blue Cross Blue Shield of Arizona:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: william.willard@azblue.com

To advise Blue Cross Blue Shield of Arizona of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at william.willard@azblue.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Blue Cross Blue Shield of Arizona

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to william.willard@azblue.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Blue Cross Blue Shield of Arizona

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to william.willard@azblue.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Blue Cross Blue Shield of Arizona as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Blue Cross Blue Shield of Arizona during the course of your relationship with Blue Cross Blue Shield of Arizona.