Premier Blue Shield Preferred Provider Agreement with Highmark Blue Shield for Primary Care Physicians in Managed Care Programs

Under the applicable laws of the Commonwealth of Pennsylvania, I am duly authorized to engage in the practice of __________________________. In consideration of being registered by Highmark Blue Shield, an independent licensee of the Blue Cross and Blue Shield Association (hereinafter termed "Blue Shield") as a Primary Care Physician Preferred Provider in the PremierBlue Shield Network, I do hereby agree as follows:

For Blue Shield Subscribers enrolled in PremierBlue Shield Managed Care Preferred Provider Programs (hereinafter termed subscribers), I will abide by all terms of this Agreement and will accept Blue Shield's allowance under the subscriber's contract as payment in full for covered services.

I will also accept an allowance not less than the comparable Blue Shield allowance applicable under this Agreement as payment in full for participants enrolled in programs other than PremierBlue Shield Managed Care Preferred Provider Programs when Blue Shield has entered into an agreement providing for access to the PremierBlue Shield network. I agree to allow my name, office address, and similar information to be listed in provider directories distributed to participants.

I understand that there can be two distinct types of Managed Care Preferred Provider Programs. In certain instances, a subscriber may not be required to pre-select a designated Primary Care Physician, but may self-select any Primary Care Physician from the panel registered as such by Blue Shield. In this type of program, referrals to specialty care Preferred Providers may or may not be required. In other instances, a subscriber may be required to pre-select a Primary Care Physician. This requires a level of commitment by the Primary Care Physician and a level of oversight on the part of Blue Shield, as described in this Agreement, substantially different from those associated with other Blue Shield programs.

I will perform services for subscribers and make reports to Blue Shield concerning such services.

I understand that my registration as a Primary Care Physician Preferred Provider under this Agreement, as well as compensation for services provided as such, will be in accordance with the Blue Shield Regulatory Act, as heretofore or hereafter reenacted or amended, and the By-laws, the applicable Regulations, the applicable subscriber contracts, all as heretofore or hereafter adopted or entered into by Blue Shield under authority of said Regulatory Act, with any required governmental approval.

Copies of the Blue Shield Regulatory Act, and the By-laws, Regulations and subscriber contracts referred to in this Agreement shall be available for examination by me during regular business hours at the principle office of Blue Shield. A copy of the Regulations shall be provided to me upon execution of this Agreement and thereafter upon my request.

I understand that Blue Shield will provide me with a Reference Manual, and periodic updates thereto, which will provide pertinent information concerning my obligations as a Primary Care Physician.

In addition to the terms and provisions of this Agreement, I understand that I must abide by the applicable Regulations. In the case of any conflict(s) between the Agreement and the applicable Regulations, this Agreement shall take precedence.
A. REGISTRATION OF PRIMARY CARE PHYSICIANS

Any physician who is a Family Practitioner/General Practitioner, General Internist, Pediatrician, or Obstetrician/Gynecologist (limited to maternity care and annual gynecological exams with required follow-up care) is entitled to apply to participate as a Primary Care Physician.

B. GENERAL REGULATIONS

1. A Primary Care Physician is responsible for providing initial and primary medical care for subscribers enrolled in Managed Care Preferred Provider Programs.

2. A Primary Care Physician will maintain the continuity of medical care for subscribers, and will be responsible for initiating all required referrals to specialty care Preferred Providers in accordance with policies and procedures established by Blue Shield. This requirement is in addition to the stipulations of General Regulations B-14, of the Regulations for Preferred Providers.

3. When a Primary Care Physician initiates a referral of a subscriber to a specialty care Preferred Provider, the Primary Care Physician, in accordance with accepted standards of practice, will also forward all relevant diagnostic test results for use by the specialty care Preferred Provider.

4. A Primary Care Physician will perform all services for subscribers in accordance with Blue Shield's Quality Assessment Program. Blue Shield will make all relevant Quality Assessment Program criteria available to Primary Care Physicians.

5. A Primary Care Physician shall accept as patients those subscribers who have selected or have been assigned to the Primary Care Physician, without regard to the health status or health care needs of the subscribers. A Primary Care Physician shall notify Blue Shield, at least sixty (60) days in advance, of any intent to close his/her practice to additional subscribers.

6. A Primary Care Physician shall make necessary and appropriate arrangements to assure the availability of physician services for subscribers on a 24 hour per day, 7 day per week basis. This includes arrangements to assure coverage of subscribers after-hours or when the Primary Care Physician is otherwise absent.

7. As required by Blue Shield, a Primary Care Physician shall maintain active hospital admitting privileges in a participating program hospital. Any change to such privileges shall immediately be reported in writing to Blue Shield. A Primary Care Physician shall admit subscribers to such a hospital, in non-emergency situations, in accordance with Blue Shield policies and procedures.

8. In addition to the stipulations of General Regulations B-3 and B-4, of the Regulations for Preferred Providers, a Primary Care Physician agrees that in no event, including, but not limited to non-payment by Blue Shield, or insolvency or breach of this agreement by Blue Shield, shall the Primary Care Physician bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a subscriber or person(s) other than Blue Shield acting on the subscriber's behalf for covered services. This provision shall not prohibit collection of co-insurances or copayments in accordance with the terms of the applicable Subscriber Agreement.

A Primary Care Physician further agrees that (1) the hold harmless provision herein shall survive the termination of this Agreement, regardless of the cause giving rise to such termination, and that (2) this hold harmless provision supersedes any oral or written contrary agreement now existing or hereafter entered into between the Primary Care Physician and the subscriber or person(s) acting on his/her behalf.
9. A Primary Care Physician shall maintain medical records in accordance with standards set forth by Blue Shield, and shall provide such medical information to Blue Shield and/or the Department of Health, or an external review organization, approved by the Department of Health, as may be necessary for compliance by Blue Shield with all applicable laws and regulations, as well as for purposes of Managed Care Program management. Blue Shield shall have access, upon request, to a Primary Care Physicians billing and medical records relating to health care services provided to subscribers. This access shall include information regarding the charges for such services, and regarding deductibles, co-payments and co-insurances received by the Primary Care Physician from subscribers for covered services.

10. Blue Shield shall have the right to inspect the offices of Primary Care Physicians pursuant to Blue Shield's credentialling and Quality Assessment Programs.

11. Primary Care Physicians agree to cooperate with, participate in, and comply with the decisions of such Managed Care Preferred Provider Program review programs as may be established by Blue Shield. These will include, but may not be limited to, utilization review, the Quality Assessment Program and the Subscriber Grievance Procedure.

C. REIMBURSEMENT

I understand that this Agreement constitutes a contract between Blue Shield and me, that Blue Shield is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Blue Shield to use the service mark in the Commonwealth of Pennsylvania, and that Blue Shield is not contracting as the agent of the Association. I further understand and agree that I have not entered into this Agreement based upon representations by any person other than Blue Shield and that no person, entity, or organization other than Blue Shield shall be held accountable or liable to me for any of Blue Shield's obligations created under this Agreement.

This Agreement shall be effective only when accepted by Highmark Blue Shield, and this Agreement shall continue in effect thereafter, until terminated by either party according to the following provisions:

1. This Agreement may be terminated by either party upon sixty (60) days prior written notice.

2. This Agreement may be terminated by Highmark Blue Shield, immediately, if Highmark Blue Shield becomes aware that services are being rendered in a manner that could cause harm to patients.
Main practice address (primary physical practice location)

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<thead>
<tr>
<th>Office street address</th>
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<tbody>
<tr>
<td>City</td>
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<td>State</td>
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<td>ZIP code</td>
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Mailing address (if different from above)
(address where administrative work is done)

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<th>Street</th>
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If you need to change any addresses related to your practice, please complete form 9111 (PDS Change of Address).

Mail To:

PROVIDER DATA SERVICES
POST OFFICE BOX 898842
CAMP HILL, PA 17089-8842