PRIMARY CARE PHYSICIAN AGREEMENT

THIS AGREEMENT is made and entered into by and among HealthKeepers, Inc., Peninsula Health Care, Inc., and Priority Health Care, Inc., corporations organized and operated as health maintenance organizations under the laws of the Commonwealth of Virginia (hereinafter referred to as “HMO”) and the Primary Care Physician identified on the Signature Page to this Agreement, (hereinafter referred to as “Primary Care Physician”);

WHEREAS, HMO desires to operate a state licensed health maintenance organization pursuant to the laws of the Commonwealth of Virginia; and

WHEREAS, Primary Care Physician is a duly licensed doctor of medicine or osteopathy in the Commonwealth of Virginia, whose license is without limitation or restriction; and

WHEREAS, HMO has as an objective the delivery of basic health care services to Members as defined herein; and

WHEREAS, HMO and Primary Care Physician mutually desire to enter into an Agreement whereby the Primary Care Physician shall provide Primary Care Services and arrange for and coordinate the provision of other health services to Members of HMO.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other good and valuable consideration, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. DEFINITIONS

A. “Coinsurance” means a Copayment which is specified as a percentage of the HMO Allowance for that service.

B. “Copayment” means an amount a Member is required to pay in order to receive a specific health care service.

C. “Covered Services” means those medical and hospital services and benefits to which Members are entitled under the terms of the Member’s Evidence of Coverage, copies of which shall be made available to Primary Care Physician by HMO. Those services or supplies listed as exclusions in the Member’s Evidence of Coverage are not Covered Services.

D. “Deductible” means an amount a Member is required to pay out-of-pocket before HMO begins to pay the costs associated with health care services.

E. “Evidence of Coverage” means the document provided by HMO to a Member, that describes the Covered Services to which such Member is entitled.

F. “Group” means those Primary Care Physicians who share a common practice. Sharing a common practice means sharing the same office space or practicing under a partnership agreement or any other arrangements that HMO shall determine to be sharing a common practice.

G. “HMO Allowance” means the lower of (i) the amount normally charged by Primary Care Physician for the Covered Service rendered to the Member, or (ii) the amount listed on the HMO fee schedule for that service.

H. “Medical Director” means a duly licensed Physician or his designee who has been designated by HMO as Medical Director.

I. “Medically Necessary” or “Medical Necessity” shall mean health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and (c) not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For these purposes, “generally accepted standards of medical practice” means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors, or where any applicable law or regulation requires a different definition.”
The above definition of “Medically Necessary”/“Medical Necessity” shall be inapplicable to the extent that a different definition is required by government contract.

J. “Member or Subscriber” means an individual who has entered into a contract with HealthKeepers, Inc., Peninsula Health Care, Inc., and Priority Health Care, Inc., (or on whose behalf a contract has been entered into) for the provision of medical and hospital services for the individual himself and for his eligible dependents and includes any individuals identified as Members by HMO (such individuals may also be members or subscribers of another entity).

K. “Open Access Member” means a Member enrolled under an Evidence of Coverage that does not require the Member to obtain a referral from his/her Primary Care Physician in order to receive Covered Services from a Specialist or other Participating Providers.

L. “Participating Provider” means a health professional or any other entity or institutional health provider which has entered into a written agreement to provide certain health services to Members.

M. “Physician” means a duly licensed doctor of medicine or osteopathy in the Commonwealth of Virginia.

N. “Physician Specialty Society” means a United States medical specialty society that represents diplomats certified by a board recognized by the American Board of Medical Specialties.

O. “Primary Care Physician” means the person who, through the execution of this Agreement, is required to provide Primary Care Services to Members who have selected Primary Care Physician and to assume primary responsibility for arranging and coordinating the overall health care of such Members.

P. “Primary Care Services” means those Covered Services as described in Exhibit H.

Q. “Service Area” means the geographical area in which Covered Services are available.

R. “Specialist” is hereby defined to mean a Physician or practitioner who has entered into an agreement with HMO to provide non-primary care Covered Services to Members.

II. OBLIGATIONS OF HMO

A. Member List. HMO shall provide Primary Care Physician with a monthly listing of Members who have selected Primary Care Physician. HMO shall also provide Primary Care Physician with a mechanism for identifying Open Access Members.

B. Compensation. For all Primary Care Services for which Primary Care Physician is responsible, HMO or its designee shall pay to Primary Care Physician the compensation set forth in Exhibit H.

C. Reports. HMO will provide Primary Care Physician with periodic statements with respect to the compensation set forth in Exhibit H and utilization and quality reports in accordance with HMO’s administrative procedures.

D. Fair Business Practices Act. HMO shall comply with Section 38.2-3407.15 of the Code of Virginia (known as the Ethics and Fairness in Carrier Business Practices and referred to herein as the “Act”) to the full extent that the Act is applicable to HMO. Certain provisions of the Act that are required to be included in this Agreement are attached hereto as Exhibit B. If any provision of this Agreement is inconsistent with the Act, the Act shall control, and such provision shall be construed and enforced in a manner consistent with the Act.

III. OBLIGATIONS OF PRIMARY CARE PHYSICIAN

A. Health Services. Primary Care Physician agrees to provide to Members the Primary Care Services set forth in Exhibit H unless otherwise agreed to in writing by HMO. Primary Care Physician shall have the primary responsibility for arranging and coordinating the overall health care of Members, including appropriate referrals of Members other than Open Access Members to Specialists and Participating Providers, and managing and coordinating the performance of administrative functions relating to the delivery of health services to Members in accordance with this Agreement. In the event that Primary Care Physician shall provide Member non-Covered Services, Primary Care Physician shall, prior to the provision of such non-Covered Services, inform the Member in writing: (i) of the services to be provided, (ii) HMO will not pay for or be liable for said services, and (iii) Member will be financially liable for such services. Such notice must also contain the date and time such services are to be rendered as well as a description and an estimate of cost of such services. Primary Care Physician shall have the Member sign a statement that he or she
understands these terms. If the Member is advised and the statement is signed, the Primary Care Physician may bill the Member for such services. If the Member is not advised or if the statement is not signed by the Member, the Primary Care Physician may not bill the Member for such services.

B. Referrals. Except in emergencies or when authorized by the HMO, Primary Care Physician agrees to refer Members only to Specialists and other Participating Providers, and to furnish such Specialists or other Participating Providers complete information on treatment procedures and diagnostic tests performed prior to such referral. Primary Care Physician agrees to meet the referral requirements set forth in the Utilization Management Program, a description of which is attached as Exhibit F. In the event that services required by a Member are not available from Participating Providers, other Physicians or providers may be utilized with the prior approval of the HMO. HMO will periodically furnish Primary Care Physician with a current listing of Specialists and other Participating Providers. Primary Care Physician may be responsible for payment for health services referred to other providers of health care when proper authorization has not been obtained from HMO for such health services.

C. Hospital Admission. In cases where a Member requires a non-emergency hospital admission by Primary Care Physician, Primary Care Physician agrees to secure an admission review for such admission or any extension of such admission from the HMO or its designee pursuant to the terms in the Utilization Management Program, a description of which is attached as Exhibit F.

D. Primary Care Physician’s Members. Primary Care Physician shall accept as patients those Members who have selected Primary Care Physician without regard to the health status or health care needs of such Members. Primary Care Physician may notify HMO upon ninety (90) days prior written notice that he/she does not wish to accept additional Members. However, Primary Care Physician may not refuse to accept additional Members until a minimum of 500 Members have selected Primary Care Physician or until Primary Care Physician closes its panel to all new patients, regardless of the payor for such patients.

If Primary Care Physician determines that a reasonable physician/Member relationship cannot be established or maintained, Primary Care Physician may request that the Member select a different Primary Care Physician. The Member’s health status is not grounds for requesting a Member to select another Primary Care Physician. The request must be in writing to HMO and must be approved by HMO. If approved, the new selection will become effective on the first of the month following the request or as soon after the request as HMO is able to provide reasonable notice to the Member to select another Primary Care Physician. Primary Care Physician shall continue to care for the Member until the Member’s new selection becomes effective.

E. Charges to Members. HMO may require Members to pay Copayments or Deductibles for certain Covered Services. It is the responsibility of Members to pay such amounts at the time services are rendered. Primary Care Physician may also collect applicable Deductibles at the time services are rendered. Primary Care Physician hereby agrees that in no event, including, but not limited to non-payment by HMO, HMO insolvency or breach of this Agreement, shall Primary Care Physician bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Subscribers or persons other than HMO for services provided pursuant to this Agreement. This provision shall not prohibit collection of any applicable Copayments or Deductibles billed in accordance with the terms of HMO’s Subscriber agreement.

Primary Care Physician further agrees that (1) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of HMO’s Subscribers and that (2) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Primary Care Physician and the Subscriber or persons acting on the Subscriber’s behalf.

Any modifications, additions, or deletions to the provisions of this hold harmless clause shall become effective on a date no earlier than fifteen (15) days after the State Corporation Commission has received written notice of such proposed changes.

Primary Care Physician agrees to accept the fee determinations of HMO with regard to the Covered Services provided by Primary Care Physician under this Article III. Primary Care Physician further agrees not to bill Members for health services represented as Covered Services to Members that are determined as ineligible for compensation to Primary Care Physician by HMO.

When Primary Care Physician renders Covered Services to Members, Primary Care Physician agrees not to charge the Member (i) any amount that is not a charge for a professional service, including, without limitation, charges for overhead and maintenance of office infrastructure, administrative fees (including, without limitation, fees for training of staff, fees for equipment maintenance or calibration, ensuring compliance with applicable regulations or other requirements, efforts to maintain certifications, etc.), charges for preferred access to services (e.g., “concierge” or “boutique” practice fees), malpractice premiums, costs or surcharges, fees for referrals or fees for completing claim forms or submitting additional information, or (ii) any amount for any service that Primary Care Physician is not licensed to perform under the laws of the jurisdiction where the services are provided. Primary Care Physician agrees
not to charge the Member any additional amount because goods or services are provided outside Primary Care Physician's posted business hours, except for any additional Copayments that may be permitted under the Member's Evidence of Coverage.

In any subcontract entered into between Primary Care Physician and any other entity for the provision of services to Members, Primary Care Physician shall include the following hold harmless provision:

[Subcontractor] hereby agrees that in no event, including, but not limited to non-payment by HMO or Primary Care Physician, HMO or Primary Care Physician insolvency or breach of this Agreement, shall [Subcontractor] bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Subscribers or persons other than HMO or Primary Care Physician for services provided pursuant to the Agreement. This provision shall not prohibit collection of any applicable copayments, coinsurance and/or deductibles billed in accordance with the terms of HMO’s Subscriber agreement.

[Subcontractor] further agrees that (1) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefits of HMO’s Subscribers and that (2) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between [Subcontractor] and the Subscriber or persons acting on the Subscriber’s behalf.

Any modifications, additions, or deletions to the provisions of this hold harmless clause shall become effective on a date no earlier than fifteen (15) days after the State Corporation Commission has received written notice of such proposed changes."

F. Records and Reports.

1. Primary Care Physician shall maintain such records and provide such medical, financial and administrative information to HMO as may be necessary for compliance by HMO with state and federal law, as well as for HMO program management purposes, but in no event for less than five years after the date that Covered Services giving rise to the records were rendered to Members. HMO shall have access at reasonable times upon demand to the books, records, and papers of the Primary Care Physician relating to the health care services provided Members, to the cost thereof, and to Copayments and Deductibles received by the Primary Care Physician from Members for Covered Services. HMO shall also have the right to inspect, at reasonable times, Primary Care Physician’s facilities pursuant to HMO’s utilization management and quality improvement programs.

2. Primary Care Physician shall maintain a medical record for each Member in accordance with generally accepted standards of practice. Medical records of Members shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records.

G. Timely Filing and Follow-Up.

1. Itemized statements for all Primary Care and non-Primary Care Covered Services, rendered by Primary Care Physician must be submitted to HMO within twelve (12) months of the date the service was rendered in order for claims to be paid by HMO. If itemized statements for Covered Services are not submitted timely in accordance with this paragraph, HMO shall not be obligated to pay Primary Care Physician for such Covered Services, and Primary Care Physician shall not bill the Member for such Covered Services.

2. When Primary Care Physician submits claims within twelve (12) months, and HMO asks for additional information, Primary Care Physician must provide that information within thirty (30) days or before the expiration of the twelve (12) month period referenced above, whichever is longer. If Primary Care Physician does not, HMO and Member are not responsible for making any payment on the claim.

H. Provision of Services and Professional Requirements.

1. Availability. Primary Care Physician shall make necessary and appropriate arrangements to assure the availability of physician services to his/her Member patients on a twenty-four (24) hours per day, seven (7) days per week basis, including arrangements to assure coverage of his/her Member patients after-hours or when Primary Care Physician is otherwise absent, consistent with HMO’s administrative requirements.

2. Appointment Access. Primary Care Physician agrees to comply with the access requirements in 12 Virginia Administrative Code Section 5-408-270 E, F, and G and 5-408-280 D. Such requirements include: (i) Primary Care Physician assuring the availability of routine appointments for non-emergency or non-urgent care within two weeks of the Member’s request and preventive care appointments, including routine physical examinations, within 60 days of the Member’s request; and (ii) Primary Care Physician notifying Members of provisions for urgent care or emergency services when Primary Care Physician is not available after hours.

3. Covering Physicians. For services rendered by any covering Physician on behalf of Primary Care Physician, it shall be Primary Care Physician’s sole responsibility to make suitable arrangements with the covering Physician regarding the manner in which said Physician will be reimbursed or otherwise compensated; provided, however, that Primary Care
Physician shall assure that the covering Physician will not bill Member for Covered Services (except applicable Copayments and Deductibles). Primary Care Physician hereby agrees to indemnify and hold harmless Members and HMO against charges for Covered Services rendered by Participating Providers who are covering on behalf of Primary Care Physician. This provision shall survive the termination of this Agreement irrespective of the cause of termination. Primary Care Physician shall also provide HMO with a list of his or her covering Physicians which must be approved by HMO. Primary Care Physician shall assure that such covering Physician shall accept HMO's utilization review procedures and obtain authorization from a Participating Provider designated by HMO prior to all non-emergency hospitalizations or required referrals of Members to Specialists.

4. Non-Discrimination. Primary Care Physician agrees (a) not to differentiate or discriminate in the treatment of his/her patients or in the quality of services delivered to HMO's Members on the basis of race, sex, age, religion, place of residence, health status, or source of payment and (b) to observe, protect and promote the rights of Members as patients.

5. Ethics and Conduct. Primary Care Physician agrees that all duties performed hereunder shall be consistent with the proper practice of medicine, and that such duties shall be performed in accordance with the customary rules of ethics and conduct of the American Medical Association and such other bodies, formal or informal, governmental or otherwise, from which Physicians seek advice and guidance or to which they are subject to licensing and control.

6. Utilizing Participating Providers. Primary Care Physician agrees that he/she will utilize Participating Providers of allied health services who are available and appropriate for effective and efficient delivery of health care consistent with the terms of this Agreement.

7. Contracted Lab Services. HMO may contract with a limited number of laboratory services providers to provide outpatient Lab Services. Primary Care Physician agrees to use any laboratory designated by HMO for HMO Members. The term "Lab Services" means all the usual and customary facilities, equipment, and services relating to the provision of laboratory tests as well as the complete range of laboratory tests provided by commercial laboratories in the Service Area. Stat Lab Services or those required on an emergency basis may be performed by Primary Care Physician's own lab or at the participating facility most convenient for that Lab Service. Such stat or emergency Lab Services shall be billed directly to HMO. Primary Care Physician agrees to accept the fee determinations of HMO with regard to the Lab Services provided by Primary Care Physician under this paragraph. Primary Care Physician further agrees not to bill Members for covered Lab Services that are determined as ineligible for compensation to Primary Care Physician by HMO.

8. Compliance with Credentialing and Quality Improvement Programs. Primary Care Physician agrees to meet the requirements set forth in the Anthem Credentialing and Recredentialing Program and Quality Improvement Program, descriptions of which are attached as Exhibits C and G. Primary Care Physician also agrees to provide such credentials, certifications, diplomas, or other documents as may be required by HMO.

9. Notice of Changes. Primary Care Physician agrees to notify HMO or its designee at least fourteen (14) business days prior to any changes to Primary Care Physician's name, address, phone number, type of practice, and Group affiliation, and within three (3) business days of any revocation, suspension, or probationary actions against Primary Care Physician's license and/or hospital admitting or staff privileges and any other changes in status that affect Primary Care Physician's qualifications as a Physician. If Primary Care Physician leaves a Group and fails to notify HMO or its designee, HMO will leave that Primary Care Physician in the former Group for all purposes under this Agreement until notice has been received. Changes to Primary Care Physician's Group affiliation will be effective as of the first day of the month which begins fourteen (14) business days after HMO's receipt of Primary Care Physician's notice of the change. Primary Care Physician moving from one Group to another during the calendar year will be included in the prior Group's performance-based payment program until the first day of the first full month in which HMO records reflect that such Primary Care Physician has become a participant of a new Group.

10. Treatment Options/Professional Judgments. As required by Virginia Code Section 38.2-3407.10 K., Primary Care Physician shall freely communicate with his/her patients regarding the treatment options available to them, including alternative medications, regardless of benefit coverage limitations.

11. Provider Profiling and Publication. Primary Care Physician agrees HMO shall be entitled to provide cost, utilization, quality, and other information relating to Primary Care Physician's practice patterns and delivery of health care to Participating Providers, group customers, and Members. Such information shall be provided in accordance with state and federal privacy protection laws.

Primary Care Physician also agrees HMO shall be entitled to use, publish, and display the name, address, telephone number, description of facilities, care, specialty services and other reasonably necessary descriptive and educational information of Primary Care Physician (including the results of customer satisfaction surveys concerning the services, offices and staff of Primary Care Physician) in brochures, literature, in any publication listing network providers and on the web site of HMO or any of its corporate affiliates. Good faith efforts will be made to protect proprietary information disclosed to group customers with the use of a confidentiality agreement.
12. **Notice to Members of Termination.** As required by [Virginia Code Section 38.2-3407.10 D.], if Primary Care Physician voluntarily terminated this Agreement, Primary Care Physician shall furnish reasonable notice of such termination to any patients of Primary Care Physician who are Members.

I. **Insurance.** Primary Care Physician must provide HMO with proof of professional liability insurance and a record of Primary Care Physician's professional liability activity upon HMO's request. Physicians must provide proof of professional liability insurance of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

J. **Administration**

1. Exhibits A through J are incorporated by reference into this Agreement and Primary Care Physician agrees to adhere to the HMO policies and procedures stated therein. The following Exhibits are included in your Agreement:

   - Exhibit A - Intentionally Left Blank
   - Exhibit B - Ethics and Fairness in Carrier Business Practices Act
   - Exhibit C - Credentialing and Recredentialing Program Description
   - Exhibit D - Performance Extra Program
   - Exhibit E - Professional Provider Billing Guidelines
   - Exhibit F - Professional Provider Utilization Management Program and Plan
   - Exhibit G - Quality Improvement Program
   - Exhibit H - Reimbursement Policies Pursuant to Par, PPO, and HMO Coverage
   - Exhibit I - Preventable Adverse Events Policy
   - Exhibit J - Provider Appeal Policy and Procedure

2. Primary Care Physician agrees to cooperate and participate in any internal peer review program, including utilization review and quality improvement programs, external audit systems, administrative and grievance procedures, as may be established by HMO. Notwithstanding any provision of this paragraph, participation on any HMO committee shall be at the sole discretion of Primary Care Physician. Primary Care Physician shall comply with all final determinations rendered by the peer review program or grievance mechanism. In the event of a disagreement between Primary Care Physician and HMO about coverage for a proposed plan of treatment, the decision of HMO's Medical Director shall prevail.

3. Primary Care Physician agrees that HMO or any entity designated by HMO may use his/her name, address, phone number, type of practice and an indication of Primary Care Physician's willingness to accept additional Members in any roster of physician participants or other similar materials.

4. **Coordination of Benefits.** Primary Care Physician agrees to provide to HMO information for the coordination of benefits when a Member holds other coverage that is deemed primary for the provision of services to said Member. Primary Care Physician may bill under such primary coverage for services provided to Members and retain any reimbursements received in addition to the capitation or other compensation provided for under this Agreement.

   In the event that HMO is the secondary payor for any Member under a coordination of benefits (“COB”) provision in the Member's evidence for coverage, then HMO will pay or administer payment to Primary Care Physician for Covered Services furnished to the Member in accordance with the COB rules as provided in the Member's Evidence of Coverage. Primary Care Physician shall accept such payment as fulfilling HMO's payment obligations under this Agreement for such services.

   In no event shall Primary Care Physician ever collect from the Member for the Covered Services an amount which would result in the aggregate reimbursement payable from all sources to exceed the amount which Primary Care Physician has agreed to accept as payment in full under this Agreement for Covered Services if HMO were primary. Nothing herein shall prevent Primary Care Physician from collecting additional amounts from the primary payor.

5. **Reimbursement of Payment in Error.** When Primary Care Physician becomes aware of an excessive or mistaken payment received from HMO or a Member, Primary Care Physician must promptly notify HMO or such Member, as applicable, and reimburse any overpayment to HMO or such Member within thirty (30) days of the Primary Care Physician becoming aware of such overpayment. HMO may recover any of its overpayments through remittance adjustment or other recovery action subject to the restrictions set forth in Exhibit B.

IV. **MISCELLANEOUS**

A. **Modification of this Agreement.** This Agreement may be amended or modified in writing as mutually agreed upon by the parties. In addition, HMO may modify any provision of this Agreement (including any exhibit or attachment) by providing the Primary Care Physician with a written copy of the applicable portion of the amendment. If Primary Care Physician is unwilling to accept an amendment, Primary Care Physician may terminate this Agreement by giving HMO written notice of termination within forty (40) calendar days after the post mark date of the amendment, and
such termination shall become effective one hundred twenty (120) calendar days after the expiration of this forty (40) calendar day period. If Primary Care Physician does not give HMO notice of termination within this forty (40) calendar day period, then the amendment will become effective one hundred twenty (120) calendar days after the expiration of this forty (40) calendar day period.

B. **Interpretation.** This Agreement shall be governed in all respects by Virginia law, including the Virginia Health Maintenance Organizations Act, including any amendments thereto. Any amendments to this law affecting this Agreement shall be construed and applied as part of this Agreement. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provisions. The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

C. **Assignment.** This Agreement, being intended to secure the services of the Primary Care Physician, shall not be assigned, sublet, delegated or transferred by Primary Care Physician without the prior written consent of HMO.

D. **Successors.** Subject to the provisions of Paragraph C. above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of both parties to this Agreement.

E. **Notice.** Any notice required pursuant to the terms and provisions of this Agreement shall be sent to HMO at:
   
   **Attn:** Provider Network Management
   
   P. O. Box 26623
   
   Richmond, VA 23261

   and sent to Primary Care Physician at the last known address as shown in HMO's records.

F. **Relationship of Parties.**

1. None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, or representative of the other nor will either party have an expressed or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. Neither Primary Care Physician nor HMO shall be liable to any other party for any act, or any failure to act, of the other party to the Agreement.

2. None of the provisions of this Agreement is intended to create any rights for a Member as third party beneficiary to this Agreement except to the extent that Members may not be billed for Covered Services received as provided under the terms of Article III, Paragraphs E. and H. of this Agreement.

3. The Primary Care Physician hereby expressly acknowledges his/her understanding that this Agreement constitutes a contract between the Primary Care Physician and HMO, that HealthKeepers, Inc., Peninsula Health Care, Inc., and Priority Health Care, Inc. are each 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 HMO to use the Blue Cross and Blue Shield Service Marks in a portion of the Commonwealth of Virginia, and that HMO is not contracting as the agent of the Association. The Primary Care Physician further acknowledges and agrees that he/she has not entered into this Agreement based upon representations by any person other than HMO and that no person, entity, or organization other than the HMO will be held accountable or liable to the Primary Care Physician for any of HMO's obligations to Primary Care Physician created under this Agreement. This paragraph does not create any additional obligations whatsoever on the part of HMO other than those obligations created under other provisions of this Agreement.

G. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. No prior agreement or understanding regarding any such matter has any effect.

H. **Service Marks.** Neither Primary Care Physician nor HMO can publish, copy, reproduce, or use in any way the other's service marks or trademarks without the other's prior written consent. Primary Care Physician has no license to use the Blue Cross and/or Blue Shield names, symbols, or derivative marks (the “Brands”) and nothing in this Agreement shall be deemed to grant a license to Primary Care Physician to use the Brands. Any references to the Brands made by Primary Care Physician in its own materials are subject to prior review and approval by HMO.

I. **Term and Termination.** Primary Care Physician shall be listed as a Participating Provider by HMO no earlier than the date Primary Care Physician's credentials have been approved by HMO Credentialing Committee. After Primary Care Physician's credentials have been approved by the HMO Credentialing Committee, the term of this Agreement shall begin on the date specified by HMO and communicated by HMO to Primary Care Physician in a letter of acceptance. The term of this Agreement shall continue in effect from such date until terminated as provided herein.
This Agreement may be terminated with cause by HMO effective immediately upon written notice at any time during the term of the Agreement. This Agreement may be terminated without cause by HMO or the Primary Care Physician upon one hundred twenty (120) days prior written notice at any time during the term of the Agreement. Pursuant to Virginia Code Section 38.2-3407.10D, if Primary Care Physician voluntarily terminates this agreement, Primary Care Physician shall furnish reasonable notice of such termination to any patients of Primary Care Physician who are Members. Upon termination, the rights of each party hereunder shall terminate, provided, however, that such action shall not relieve the Primary Care Physician or HMO of obligations regarding:

a. Payments accrued to the Primary Care Physician prior to termination;

b. The Primary Care Physician's agreement not to seek compensation from Members for Covered Services provided prior to termination; and

c. Obligations of Primary Care Physician under Virginia Code Section 38.2-3407.10 to provide Covered Services to certain Members, including those described in Article IV, Paragraph J below, after termination pursuant to the reimbursement terms of this Agreement.

J. Second or Third Trimester and Terminally Ill Patients. In the event that Primary Care Physician's participation under this Agreement terminates for any reason (except where Primary Care Physician is terminated for cause), Primary Care Physician and HMO agree that all provisions of this Agreement shall remain in effect for Members who: (i) have entered the second or third trimester of pregnancy at the time of such termination, or (ii) are terminally ill as defined under Section 1861 (dd) (3) (A) of the Social Security Act at the time of such termination. This Agreement extension shall remain in effect for such pregnant Members through the provision of postpartum care directly related to their delivery, and for such terminally ill Members for the remainder of their life for care directly related to the treatment of the terminal illness. For the purposes of this Agreement extension, Primary Care Physician agrees to obtain pre-authorization from HMO for every Member prior to rendering Covered Services.