

**BILLING DISPUTE EXTERNAL REVIEW PROCESS
DISPUTE RESOLUTION AGREEMENT**

THIS DISPUTE RESOLUTION AGREEMENT (this “Agreement”) is entered into _____, 20__ by and between Highmark West Virginia Inc., dba Mountain State Blue Cross Blue Shield (“Mountain State”), a West Virginia health services corporation, and _____ (“Physician”).

RECITALS

WHEREAS, Mountain State and Physician previously entered into one or more network provider agreements whereby Physician agreed to render certain professional services to members of Mountain State and other entities covered thereunder;

WHEREAS, Mountain State entered into that certain Settlement Agreement dated as of October 19, 2007 as to the Love class action litigation filed on behalf of Physician and other medical doctors and doctors of osteopathy (the “Love Settlement Agreement”);

WHEREAS, Section 7.36(b)(iii) of the Love Settlement Agreement states that Physician may resolve any dispute governed by Section 7.10 of the Love Settlement Agreement via any dispute resolution process stipulated therein;

WHEREAS, Section 7.10 of the Love Settlement Agreement provides for a Billing Dispute External Review Process to resolve disputes between Mountain State and physicians concerning the application of Mountain State’s coding and payment rules and methodologies for fee for service claims (the “BDERB”);

WHEREAS, Mountain State has alleged that certain overpayments were made to Physician in connection with _____ rendered by Physician from _____ until _____ and Physician disputes such overpayment (the “Dispute”);

WHEREAS, the Dispute exceeds \$500 as a single dispute (or multiple similar disputes within a one-year period must exceed \$500 in the aggregate); and

WHEREAS, Physician desires to submit the Dispute to the BDERB, the decision of which shall be final and binding upon Mountain State and Physician as well as non-appealable by either Mountain State or Physician.

NOW, THEREFORE, intending to be legally bound hereby, Mountain State and Physician do hereby agree as follows:

1. Mountain State and Physician agree to fully and finally resolve the Dispute by submitting the Dispute to the BDERB. The determination or decision of the BDERB as to the Dispute shall be final and binding upon Mountain State and Physician as well as non-appealable by either Mountain State or Physician.

2. Mountain State and Physician agree that, as a result of this Agreement, neither party will submit the Dispute to a court of law or other body for a conclusive determination, decision or resolution. Mountain State and Physician agree that the BDERB shall be the sole and exclusive remedy for resolving the Dispute and do hereby waive any rights to commence litigation in a court of law or otherwise as to the Dispute.
3. The external BDERB vendor will notify Physician and Mountain State of the commencement of the BDERB process and the BDERB's determination as to the Dispute.
4. The resolution of the Dispute by the BDERB and filing fees shall be in accordance with Section 7.10 of the Love Settlement Agreement. Physician agrees to pay the filing fees set forth in the "Mountain State Blue Cross Blue Shield Billing Dispute Form for MDs and DOs", which is specifically incorporated into and made a part of this document by reference. The Love Settlement Agreement is available to Physician. An additional copy shall be provided to Physician by Mountain State upon written request.
5. This Agreement supersedes any prior or contemporaneous agreement by Mountain State and Physician as to resolving the Dispute and may only be revoked or modified in a written document signed by both of the parties hereto.
6. Mountain State and Physician understand and agree that by signing this Agreement, they are each giving up their respective rights to a jury trial and any other rights as to the Dispute under the Love Settlement Agreement.
7. This Agreement and the decision of the BDERB as to the Dispute shall be binding upon the successors and assigns of Mountain State and Physician.
8. The recitals to this Agreement are hereby incorporated into the Agreement by this reference thereto.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the day and year first written above.

HIGHMARK WEST VIRGINIA INC.
d/b/a MOUNTAIN STATE BLUE CROSS BLUE SHIELD

By: _____
 Name: _____
 Its: _____

PHYSICIAN

Name: _____
 Office Contact Name: _____
 Telephone Number: _____