

WELCOME TO PARPLAN

ParPlan is a program open to physicians and other practitioners (providers) who have contracted with Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an independent licensee of the Blue Cross and Blue Shield Association (hereafter referred to as “BCBSTX”) with a common objective - to offer convenient, cost effective medical services to our company's subscribers.

Advantages of ParPlan

There are many advantages for providers and subscribers, as well as for employers providing coverage through BCBSTX. ParPlan was developed in response to employers' concerns about health care costs. ParPlan makes those costs more predictable and makes payment more convenient for their employees.

As a ParPlan provider, you are assured:

- BCBSTX will compensate you for claims you file for Covered Benefits;
- the reimbursement for professional services will be fee-for-service; and
- of being included in a directory of ParPlan providers that could offer the potential of an expanded patient base.

All BCBSTX subscribers are assured:

- providers will file their claims;
- their out-of-pocket expenses are limited to the deductible, copayment, and cost share amounts (coinsurance); and
- providers will accept BCBSTX allowable amounts and not bill them over the allowable amount.

About the ParPlan Contract

The enclosed ParPlan Contract is a legal contract designed for the mutual protection of you, our subscribers and our company. After reading it, we hope you will sign and return it to us with your Provider Onboarding Form or you may submit your ParPlan Contract to:
TX_standard_contracting_team@bcbstx.com.

If for any reason in the future you wish to discontinue your ParPlan Contract, we require 30 days written notice. Likewise, we have the right to cancel with 30 days written notice for any reason. We also have the right to cancel immediately if a ParPlan provider loses their license or has their license suspended (or restricted in any way), is expelled from Medicare or Medicaid (where appropriate) or is convicted of a felony.

**BLUE CROSS AND BLUE SHIELD OF TEXAS
A DIVISION OF HEALTH CARE SERVICE CORPORATION
PARPLAN PROVIDER CONTRACT**

This Contract is made and entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an independent licensee of the Blue Cross and Blue Shield Association (hereinafter referred to as "BCBSTX"), and _____ duly licensed by the State of Texas (hereinafter referred to as "ParPlan Provider").

In consideration of the promises and the obligations and agreements herein contained, it is mutually agreed as follows:

Article 1. Definitions

- A. "Allowable Amount" means the maximum allowable amount determined by BCBSTX to be payable for a particular service or procedure based on the provisions of the Subscriber contracts / certificates and the BCBSTX payment methodology in effect on the date of service.
- B. "Covered Benefits" means those medical, dental or other health care services specified in Subscriber contracts / certificates as being allowable benefits under the contracts / certificates and which are within the scope of the license of the ParPlan Provider.
- C. "Hospital Acquired Conditions (HAC) means serious preventable medical conditions which have been identified by the Centers for Medicare Services (CMS) that should never occur in a hospital.
- D. "Maximum Allowance" means the lesser of ParPlan Providers actual charge for a Covered Benefit or the Allowable Amount as defined in this Contract.
- E. "Serious Reportable Events" means, as defined by the National Quality forum (NQF), adverse events that are serious, but largely preventable, and of concern to both the public and health care providers.
- F. "Subscriber" means any person with whom or for whose benefit BCBSTX, a Blue Cross or Blue Shield Plan in another state, a subsidiary of a Blue Cross or Blue Shield Plan in another state or a BCBSTX or Health Care Service Corporation ("HCSC") affiliate has entered into any agreement to provide or administer Covered Benefits. The phrase "provide or administer" includes an insured arrangement or a self-funded arrangement. The term "affiliate" includes, but is not limited to, any licensed entity in which BCBSTX or HCSC has an ownership interest.

Article 2. Obligations of BCBSTX

- A. Encourage Subscribers through education, informational activities and benefit designs as contained in Subscriber contracts / certificates to utilize the services of ParPlan Provider and to provide ParPlan Provider's name to Subscribers.
- B. Directly pay ParPlan Provider up to the Maximum Allowance under a Subscriber's specific contract / certificate and as described in Attachment A. ParPlan Provider shall be entitled to direct payment, except when benefits are for a non-assigned claim or the claim indicates payment should be made to the Subscriber.
- C. Review on a continuing basis the BCBSTX payment methodology and advise ParPlan Provider of any significant changes in advance of their implementation.
- D. Utilize peer review committees, BCBSTX'S medical director or other personnel to recommend Allowable Amounts for unlisted procedures, to consider reasonable payment for unusual or selected cases, and to consider the medical necessity of services.
- E. Hold in strict confidence ParPlan Provider's charges, and under no circumstance disclose such charges to any person or entity with which BCBSTX does not have a participating or reciprocal agreement entitling Subscribers to receive payment for provider services without written consent of ParPlan Provider unless legally compelled to do so, or for the purposes of peer review.
- F. Provide BCBSTX'S Subscribers with identification cards, and notify ParPlan Provider and Subscribers of generally applicable deductible, copayment and coinsurance amounts and noncovered benefits that are the financial responsibility of Subscriber.

Article 3. Obligations of PARPLAN PROVIDER

- A. Allow BCBSTX to use the name of ParPlan Provider for the purposes of informing Subscribers or prospective Subscribers of the identity of ParPlan Provider, and otherwise to carry out the terms of this Contract.
- B. Accept as full compensation for Covered Benefits BCBSTX'S determination of Allowable Amount, or if less, ParPlan Provider's actual charge, and agree not to bill Subscribers for any amounts in excess of the Maximum Allowance or the amount other patients are charged for the same or similar service. This provision applies to all Subscriber contracts / certificates underwritten and/or administered by BCBSTX or a BCBSTX or HCSC affiliate including those which coordinate benefits with governmental programs, commercial health insurers, self-insurers, third-party payers or other similar entities. This provision also applies to payments made on behalf of Subscribers by other Blue Cross and Blue Shield Plans when these payments meet or exceed the benefits which would be provided by BCBSTX. In the event that BCBSTX determines a proposed service is not a Covered Service, ParPlan Provider must inform the Subscriber in writing in advance of the service being rendered that the service is a non-Covered Service and bill the Subscriber for the service rendered. The Subscriber must acknowledge this disclosure in writing and agree to accept the stated service as a non-Covered Service billable directly to the Subscriber. Such acknowledgement shall state the Subscriber accepts payment responsibility of the non-covered Service. In the event the Subscriber's benefits are exhausted, ParPlan Provider may continue to provide treatment to the Subscriber if the Subscriber agrees in writing to pay for those services; provided, however, that ParPlan Provider may not charge the Subscriber more than the amount allowed as described in Attachment A. In addition, ParPlan Provider who is responsible in whole or in part for a Serious Reportable Event or HAC agrees that in no event shall ParPlan Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Subscriber for any identified Serious Reportable Event or HAC
- C. Cooperate with BCBSTX in utilization review activities and participate with BCBSTX in pre-admission certification, concurrent review, discharge planning and other BCBSTX sponsored utilization review, quality assurance, pre-procedural review and cost containment initiatives.
- D. BCBSTX shall determine medical necessity of all ParPlan Provider services through the advice of BCBSTX'S review committees, medical director or other personnel. Such medical necessity determinations shall include the appropriateness of the place of treatment, the length of stay when the inpatient setting is indicated and the appropriateness of all services provided and/or ordered regardless of the setting.
- E. Permit BCBSTX the right to deduct the amount overpaid from any future payments. Such deduction shall be made and/or permitted regardless of the cause of such erroneous payment, including services obtained from ParPlan Provider through fraudulent or unauthorized means.
- F. BCBSTX may conduct reasonable audits during ParPlan Provider's regular business hours at ParPlan Provider' office to identify duplicate or erroneous payments made by BCBSTX. These audits may consist of, but shall not necessarily be limited to, verification of services reported to BCBSTX and review of relevant medical and billing records related to such services. ParPlan Provider agrees to provide and furnish, without charge, copies of relevant Subscriber medical and billing records.
- G. Cooperate with BCBSTX in resolving Subscriber complaints and inquiries concerning payment of Covered Benefits.
- H. Abide by the rules, regulations and procedures of BCBSTX pertaining to Contract and payment issues as may be published and distributed from time to time in policy statements, newsletters and other communications to ParPlan Provider.
- I. ParPlan Provider certifies that neither ParPlan Provider nor its employees or subcontractors have been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (federal, state or local) contract or subcontract, (ii) listed by a federal governmental agency as debarred, (iii) proposed for debarment or suspension or otherwise excluded from federal program participation, (iv) been convicted of or had a civil judgment rendered against them regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or (v)

within a three (3) year period preceding the date of this Contract, had one or more public transactions (federal, state or local) terminated for cause or default.

ParPlan Provider acknowledges and agrees that it has a continuing obligation to notify BCBSTX in writing within seven (7) business days if any of the above-referenced representations change. ParPlan Provider further acknowledges and agrees that any misrepresentation of its status or any change in its status at any time during the term of this Contract, may be grounds for immediate termination of this Agreement, at the sole discretion of BCBSTX.

- J. ParPlan Provider shall comply with the standards adopted by BCBSTX for HACs and Serious Reportable Events as set forth in this Contract.
- K. Any disallowance of inpatient services as a result of any utilization review, quality assurance or peer review activity, identified Serious Reportable Event, or identified HAC shall be deducted from BCBSTX's payment obligations to ParPlan Provider who is responsible in whole or in part for the Serious Reportable Event or HAC. ParPlan Provider has the right to appeal any such decision. All appeals must be in writing and submitted to BCBSTX.

Article 4. Construction of Contract

- A. This Contract is the entire understanding between the parties hereto. BCBSTX may amend this Contract by giving thirty (30) days prior written notice to ParPlan Provider. Notice to or consent of Subscribers shall not be required to effect any modifications to this Contract.
- B. No provision of this Contract has or is intended to have the effect of infringing upon or attempting to control ParPlan Provider's professional relationship with Subscribers or of implying BCBSTX is providing medical services to Subscribers.
- C. The terms and conditions of this Contract shall apply to all Subscriber contracts / certificates underwritten and/or administered by BCBSTX.
- D. None of the provisions of this Contract are intended to create, and they shall not be deemed or construed to create, any relationship between BCBSTX and ParPlan Provider other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. Neither of the parties to this Contract, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other, or liable for any acts of omission or commission on the part of the other.
- E. This Contract shall inure to the benefit of, and be binding upon, the parties hereto, their respective legal representatives and successors. This Contract and the right to receive payments hereunder may not be assigned or transferred without the express written consent of BCBSTX.
- F. Neither the failure nor any delay on the part of BCBSTX or ParPlan Provider to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. In the event BCBSTX or ParPlan Provider should waive any breach of any provision of this Contract, it shall not be deemed or construed as a waiver of any other breach of the same or different provisions.
- G. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining portions or provisions of this Contract shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid. This Contract is a Texas contract and legal actions hereunder shall be brought in Dallas County, Texas.

Article 5. Termination

- A. This Contract shall become effective on the date provided in written notice by BCBSTX. Thereafter either party may terminate this Contract by giving 30 days prior written notice to the other party except as provided in paragraphs B and C of this Article.
- B. This Contract may be terminated by BCBSTX or ParPlan Provider at any time for breach on the part of the other party of any terms of this Contract. Any reissuance of a ParPlan Provider contract terminated pursuant to Article 5 shall be solely at the discretion of BCBSTX.
- C. BCBSTX may, in its sole discretion, immediately suspend or terminate this Contract, or may suspend or terminate the participation of ParPlan Provider's affiliated physician or other health care practitioner, upon notice by BCBSTX to ParPlan Provider if there is a threat of imminent harm to patient health, action against ParPlan Provider or ParPlan Provider's affiliated physician or other health care practitioner's license to practice, or fraud or malfeasance, including without limiting the foregoing any of the following:
 - 1. Suspension, surrender, or revocation of ParPlan Provider's or ParPlan Provider's affiliated physician or other health care practitioner's narcotics number or license to practice medicine or render services in any state;
 - 2. Professional or other conduct by ParPlan Provider, ParPlan Provider's affiliated physician/other health care practitioner, or ParPlan Provider employee or subcontractor which is detrimental to patient welfare and care;
 - 3. Conviction of ParPlan Provider, ParPlan Provider's affiliated physician/other health care practitioner, or ParPlan Provider employee or subcontractor of a felony involving lying, cheating, stealing, abuse or controlled substances, or sexual misconduct.

ParPlan Provider hereby represents and warrants that neither ParPlan Provider nor his employees or subcontractors have been: (a) charged with a criminal offense involving government business; (b) listed by a federal governmental agency as debarred; (c) proposed for debarment or suspension; or (d) otherwise excluded from federal program participation. ParPlan Provider acknowledges and agrees that ParPlan Provider has a continuing obligation to notify BCBSTX in writing within seven (7) business days if any of the above-referenced representations change. ParPlan Provider further acknowledges and agrees that any misrepresentation of his employee or subcontractor status as it pertains to government contracting shall be grounds for immediate termination of this Contract, as the sole discretion of BCBSTX.

- D. If this Contract is terminated pursuant to Paragraphs A, B or C of this Article, ParPlan Provider agrees to provide notice of such termination to Subscribers in advance of providing Subscribers any subsequent provider services. Subject to ParPlan Provider's state licensure status, ParPlan Provider also agrees to continue to provide ParPlan Provider services under the terms of this Contract to Subscribers who are receiving services on the date of termination until those Subscribers can be safely transferred to the care of another ParPlan Provider.

Article 6. Miscellaneous Provisions

- A. All notices required by Article 5 of this Contract shall be in writing and shall be sent by first class mail or email to the respective parties at their principal office set forth below.
- B. I, the undersigned provider, duly licensed under the applicable laws of the state of Texas, in order to become a ParPlan Provider, have accurately completed, to the best of my knowledge and belief, the attached application which is hereby made a part of this Contract. In consideration of my acceptance as such, I hereby agree to abide by the terms set forth in this Contract.
- C. Multiple Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- D. Potential Disputes. ParPlan Provider represents and warrants that, prior to entering into this Agreement, ParPlan Provider had a full and complete opportunity to investigate whether ParPlan Provider (a) had any claims or causes of action whatsoever relating to any health benefit claims for services rendered by ParPlan Provider to Blue Cross and/or Blue Shield Subscribers [ninety days] or more prior to the effective date of the Agreement ("Potential Actions"), and (b) could assert the Potential Actions against BCBSTX, HCSC, any other Blue Cross and/or Blue Shield licensees, or

any employer sponsors of health benefit plans administered by a Blue Cross or Blue Shield licensee. ParPlan Provider further represents and warrants that, to the extent it has any Potential Actions, it fully disclosed them to BCBSTX prior to the effective date of this Agreement. In consideration of this Agreement, ParPlan Provider hereby releases BCBSTX, HCSC, all other Blue Cross and/or Blue Shield licensees, and all employer sponsors of health benefit plans administered by a Blue Cross or Blue Shield licensee from any and all Potential Actions, whether disclosed to BCBSTX or not, known or unknown, as of the effective date of this Agreement. Notwithstanding the representations and warranties in this paragraph, BCBSTX retains its right to conduct routine claim review, audits, adjustments, and recoveries with respect to any health benefit claims for services rendered by ParPlan Provider to Subscribers. To the extent such routine claim activity or recovery occurs after the effective date of this Agreement ("Post-Agreement Claim Activity"), ParPlan Provider retains its right to contest or appeal such Post-Agreement Claim Activity.

- E. Third-Party Payment Assistance. BCBSTX allows premium payments or Cost Share assistance for Subscribers only from (1) Subscribers and their families; (2) required third-party entities identified in 45 C.F.R. § 156.1250, as it may be amended from time to time, and (3) not-for-profit foundations whose payment assistance programs (i) meet certain nondiscrimination and full coverage period commitment, and other related criteria, as outlined under federal regulatory guidance and determined by BCBSTX in its sole discretion, and (ii) make premium or cost-share assistance available to a Subscriber (a) regardless of the Subscriber's health status, and (b) for the entire coverage period of the Subscriber's Health Plan. BCBSTX does not accept payments from other third-party entities, including, but not limited to, ParPlan Provider or other providers.
- Violations. Payments for premiums made by a third-party in violation of this provision may not be credited by BCBSTX to a Subscriber's BCBSTX account, and, in the event ParPlan Provider makes, requires, or cooperates in making of requests, or instructs the making of payments to cover a Subscriber's premium or cost share in violation of this provision, BCBSTX may terminate this Agreement immediately upon providing Written Notice notwithstanding other provisions contained herein. In the case that ParPlan Provider makes unauthorized premium payments, BCBSTX may non-renew, cancel or terminate the Subscriber's Health Plan where permitted under the terms of such Health Plan.
 - Offsets. If BCBSTX discovers that any premium payments were provided directly by, or at the request of, or instruction from, ParPlan Provider or by a Provider with the knowledge of ParPlan Provider, on behalf of any Subscriber in violation of this provision, BCBSTX may also apply a Penalty under this Agreement equal to the amount of such premium assistance.
 - Survival. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Contract. Upon receipt by BCBSTX of this signed Agreement, BCBSTX will determine the effective date and provide written notice to the PARPlan Provider of the date this Agreement will be effective. Any unauthorized edits to this agreement will void its effectiveness.

A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature

BCBSTX

PARPLAN PROVIDER

Authorized Signature:

Address _____

City, St, Zip _____

Authorized Signature:



Name: _____ Brad Tucker

Title: Vice President, Texas Network Management

Name: _____

Title: _____

Date: _____

NPI: _____

Medical Group: _____

PARPLAN PROVIDER CONTRACT
ATTACHMENT A
COMPENSATION / CLAIMS SUBMISSION

- A. **Compensation.** ParPlan Provider agrees to accept as compensation the lesser of (1) billed charges or (2) the Maximum Allowance, less any applicable Copayments, Coinsurance or Deductible amounts.
- B. **Claims Submission.** Complete and properly executed claims must be submitted to BCBSTX within one hundred eighty (180) days of the date when services are rendered. Claims not submitted within three-hundred and sixty-five (365) days of the date when services are rendered will not be considered for payment, and ParPlan Provider may not seek payment from Subscriber. BCBSTX shall not apply this provision to any claim where BCBSTX was the cause of the delay. All services shall be reported without administrative charge, with complete and accurate information including any diagnosis and procedure codes approved by BCBSTX, with any information concerning other insurance or third party payer coverage of Subscriber and with any other relevant information required by BCBSTX to adjudicate claims. If ParPlan Provider fails to submit a claim in compliance with this paragraph, ParPlan Provider forfeits the right to payment.

Claims may be submitted (1) electronically in the CMS National Standard Format (NSF) or the current version of the ANSI 837 format or (2) on a completed current version of the applicable CMS claim form.

ParPlan Provider shall not submit a duplicate claim prior to the 46th day (for non-electronically filed claims) or the 31st day (for claims filed electronically) after the date the original claim is presumed to be received by BCBSTX. As used herein, "duplicate claim" means any claim submitted by a physician or provider for the same health care service provided to a particular individual on a particular date of service that was included in a previously submitted claim. The term does not include corrected claims.

BCBSTX and BCBSTX's clearinghouse may not refuse to process or pay an electronically submitted claim because the claim is submitted together with or in a Batch Submission with a claim that is deficient. As used herein, the term "Batch Submission" means a group of electronic claims submitted for processing at the same time within a HIPAA standard ASC X12N837 Transaction Set and identified by a batch control number.