BlueCross BlueShield of South Carolina and
BlueChoice® HealthPlan of South Carolina

Dental Enrollment Application

We cannot process this credentialing application until you complete it in full.

Please maintain a copy of this application for your records.

Your individual dentist contract is portable, and we will apply it to all current locations where you are practicing as identified in this application.

The information contained in this application will be used by the contracting entity of each participation agreement and for each network you wish to participate in, including those of affiliates.

The Dental Enrollment Application is complete when:

- You have signed and dated it
- You have attached current copies of:
  - Dental license (include copies of **every** state in which you are licensed)
  - Federal DEA registration for **every entity** in which the DDS is prescribing controlled substances (or documentation that DEA registration is pending)
  - American Board/Specialty Certificate (if applicable)
  - Professional Liability Insurance Declaration page for each state in which you practice, showing policy limits, dentist's name, policy number, effective and expiration dates. If the expiration date is within weeks of this application, submit updated documentation.
  - Authorization to Bill
- For multiple practice locations, attach a separate spreadsheet with practice information.
- A signed contract signature page for the Participating Dental Network. Request a copy.

Email the completed application and required documentation to Recred.App@bcbssc.com or fax to 803-870-9997 [Attn: Kiara].

Notice of Applicant's Right

You may review or request the status of your application and information from publicly available documents at any time during the verification process. This does not include documents protected by hospital policy and/or applicable state laws. If there are discrepancies in the information received during the credentialing process, we will notify and allow you an opportunity to correct erroneous information submitted by another party within 30 days of submitting your application. This includes information submitted by an outside primary source, such as a professional insurance carrier, state-licensed board and/or the National Practitioner Data Bank and the Healthcare Integrity Protection Data Bank.

Confidentiality Statement

Information gathered as part of the credentialing or recredentialing process is maintained in a confidential manner and will not be communicated or reproduced. The provision is designed to safeguard information and ensure confidentiality.

Revised Nov. 5, 2021

Demographics **State Dental License Number:** _____

Name: _____ ☐ DMD ☐ DDS ☐ Other: _____

SSN: _____ Birth Date: _____ ☐ Owner ☐ Partner ☐ Associate

Individual NPI: _____ Gender: ☐ Male ☐ Female

Federal DEA: Do you currently hold a federal DEA registration in each state you prescribe controlled substances?

☐ Yes (Submit copy) ☐ No

If DEA application has been submitted and is pending, DDS will not write prescriptions until DEA is finalized.

Languages Spoken (other than English): _____ , _____ , _____ DDS' Initials: _____

Primary Practice Location – If more than one location, attach a separate sheet with this information.

Primary Office: _____

Group Name and Clinic Name (if different)

Street Address: _____

City: _____ State: _____ ZIP: _____ County: _____

Office Phone Number: _____ Emergency/After Hours Number: _____

Fax Number: _____ Handicap Accessible? ☐ Yes ☐ No

Tax ID: _____ Corporate NPI: _____

Office Manager/Contact: _____ Office Email: _____

Office Hours:	**Mon.**	**Tues.**	**Wed.**	**Thurs.**	**Fri.**	**Sat.**	**Sun.**
Open:	____	____	____	____	____	____	____
Close:	____	____	____	____	____	____	____

☐ Clinic Hours ☐ Provider Hours

Are you accepting new patients? ☐ Yes ☐ No

Are there any age limitations? ☐ Yes ☐ No Min. Age: ____ Max. Age: ____

Are there any gender restrictions? ☐ Males only ☐ Females only ☐ Both, no restrictions

Please describe any other patient limitations: _____

Billing Information (If different from the mailing address)

Billing Name: _____

Billing Address: _____

City: _____ State: _____ ZIP: _____ County: _____

Office Manager/Contact: _____ Office Email: _____

Billing Phone Number: _____ Billing Tax ID: _____

General Dentistry Education

Institution Name: _____

Graduation Date (MM/YY): _____ Degree: _____

Specialty Education

Institution Name: _____

Specialty: _____ Graduation Date (MM/YY): _____ Degree: _____

For this specialty, I am:

☐ Educationally qualified (Attach a copy of certificate showing institution name, graduation year, and specialty.)

☐ American Board Certified* (Attach a copy of certificate from the American Board.)

* Certification Date: _____ Expiration Date: _____

Professional Liability Insurance for each entity in which you practice – Complete this information or attach a copy.

Carrier: _____ Policy Limits: _____ Policy Number: _____

Effective Date: _____ Expiration Date: _____

DISCLOSURE QUESTIONS

Please complete the malpractice or board action addendum if any "yes" is selected for questions 1 – 10.

1. ☐ Yes ☐ No Have you ever had your professional license, registration or DEA terminated, stipulated, restricted, limited, conditioned, subjected to corrective action, suspended, revoked, refused, voluntarily relinquished or not renewed by any licensing board of any health-related agency or organization, or is there a review pending?
2. ☐ Yes ☐ No Have you ever had your membership, participation, clinical privileges or employment denied, terminated, stipulated, restricted, refused, limited, suspended, revoked, or not renewed by any peer review organization, third party payer, clinic, hospital, medical staff or health-related agency or organization, or is there a review pending?
3. ☐ Yes ☐ No Have you ever voluntarily/involuntarily relinquished your membership, participation, clinical privileges or request for privileges, employment, professional license, or registration as an alternative to disciplinary action, or prior to or during an investigation into your professional conduct or competence?
4. ☐ Yes ☐ No Have you ever been reprimanded, censored or otherwise disciplined by, or have you been subject to a corrective action agreement/plan with any licensing board, peer review organization, third party payer, clinic, hospital, medical staff or any health-related agency or organization?
5. ☐ Yes ☐ No Have you ever had your certificate or participation in any private, federal (i.e., Medicare, Medicaid, etc.), or state health insurance program revoked or otherwise limited or restricted, or is any investigation or proceeding with respect to any such action presently underway?
6. ☐ Yes ☐ No Are there any charges pending or have you ever been indicted, found guilty of a felony, misdemeanor (other than a minor traffic violation) or other offenses involving fraud, misrepresentation, dishonesty, or deceit? Are you currently using illegal drugs?
7. ☐ Yes ☐ No Have you ever been found liable, guilty, or responsible for sexual impropriety, misconduct, or harassment?
8. ☐ Yes ☐ No Have you ever had any malpractice (professional liability) claims or lawsuits brought against you, including pending, dismissed, or dropped claims/lawsuits, settlements, or final judgments? (This includes status of any pending claims previously reported.)
9. ☐ Yes ☐ No Have you ever had your malpractice (professional liability) carrier refuse or cancel your coverage?
10. ☐ Yes ☐ No Do you have a condition which would make you unable, with or without reasonable accommodation, to perform the essential functions of a practitioner in your area of practice without posing a significant health or safety risk to your patients?
11. ☐ Yes ☐ No Is your professional liability current with limits $1 million/$3 million?

DISCLOSURE QUESTIONS & CONSENT

I hereby certify that to my knowledge that all the information on this application form is complete, true and accurate. I further agree to update this information as necessary so that it remains so while my application is being processed. I certify that my office protocols for infection control are in compliance with current CDC/OSHA guidelines. I agree to update changes in malpractice coverage, including changes in the insurance carrier or policy number, as they occur.

By completing this application to become a participating provider, I fully understand that any significant misstatement in, or omission from, my application to become a participating provider may constitute cause for denial of my application or the subsequent termination of my participating provider contract if my application is accepted. I understand and agree that this consent is irrevocable for any period during which I am a participating provider. Acceptance in any individual network is based on criteria established.

I understand that my application may require review of information related to me on file with other entities, including but not limited to, state licensing boards, specialty boards, professional societies, malpractice carriers and the National Practitioner Data Bank/Healthcare Integrity and Protection Data Bank administered by the U.S. Department of Health and Human Services.

I authorize release of information to complete this application.

I understand and agree that I have the responsibility of producing adequate information for proper evaluation of my continued professional competence, ethics, and other qualifications, and for resolving any doubts about such qualifications. I further understand and agree that I have a continuing affirmative duty to immediately inform BlueCross of any future restrictions or revocation of my professional license, any disciplinary action, suspension or voluntary/involuntary limitation, denial of my clinical or other privileges or any other event which may adversely reflect upon my professional competence, ethics and other qualifications as a participating provider.

I understand that subject to proper confidentiality restrictions and authorizations, my dental records will be subject to inspection for quality assurance and utilization review purposes.

Signature: _____ Name: _____ Date: _____

MALPRACTICE OR BOARD ACTION

Please complete this addendum only if you answered "yes" to disclosure questions 1 – 10. Attach a separate sheet, if needed.

Malpractice Claim(s)

Occurrence Date: _____ Settlement Amount: _____

Name of Insurance Carrier: _____

Insurance Carrier Address: _____

City: _____ State: _____ ZIP: _____ County: _____

Status of Claim: _____ Date Claim Resolved: _____

Details of Allegations: _____
_____
_____
_____

Board Action(s)

Occurrence Date: _____ Date of Satisfaction/Closure: _____ Amount of Fine Paid: _____

Name of Insurance Carrier: _____

Details of Action (conditions, limitations, etc.)—Attach a copy of Board Action/Corrective Action:
_____
_____
_____
_____

Employment History – Chronological listing must include the month and year for each entry of employment history for the most recent five years. List all armed service, public health, education, business, etc. Leave no gaps in chronology.

Date (Month & Year)	Facility & Address	Phone Number & Tax ID	Reason for Leaving
_____ - _____			
_____ - _____			
_____ - _____			

Primary Admitting Facility

Facility Name: _____ Street Address: _____

City: _____ State: _____ ZIP: _____

The selection process ensures that credentialing decisions are not based on an applicant's race, ethnicity/nationality, gender, age, sexual orientation or the types of patients or procedures in which the dentist specializes.

Revised Nov. 5, 2021

THIS PARTICIPATING DENTAL AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT. HOWEVER, DISPUTES REGARDING UTILIZATION MANAGEMENT ARE GOVERNED BY THE PROVISIONS CONTAINED IN ARTICLE V OF THIS AGREEMENT AND ARE NOT SUBJECT TO ARBITRATION.

PARTICIPATING DENTAL AGREEMENT

BlueCross BlueShield Of South Carolina

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This Participating Provider Agreement ("Agreement") is between Blue Cross and Blue Shield of South Carolina ("BCBSSC"), a South Carolina mutual corporation, and _____, ("Participating Provider").

I. INTRODUCTION

A. WHEREAS, BCBSSC desires to establish an effective, cooperative dental care program that will assure the availability and continuity of quality dental care to BCBSSC's Members (as defined below); and,

B. WHEREAS, Participating Provider wants to participate as a Network Provider (as defined below) in the cooperative dental care program established by BCBSSC.

C. NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BCBSSC and the Participating Provider hereby agree as follows:

II. DEFINITIONS

Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as such terms are defined in 42 CFR Part 422, as applicable.

A. "Agreement" means this Participating Provider Agreement.

B. "Association" means an association of independent Blue Cross and Blue Shield Plans known as the Blue Cross and Blue Shield Association.

C. "Associate Plan" means a company, organization or other entity that has a dental plan, health plan or other program (or who sponsors, provides, indemnifies, or administers another's health plan or program) who has made arrangements with BCBSSC to access and utilize network of Participating Providers in connection with such dental plans, health plans or programs. Additionally, Associate Plan includes any other entity that is entitled to the benefit of the terms of this Agreement as a result of such Associate Plan's entry into an agreement with BCBSSC. Associate Plan also includes any other Blue Cross plan and/or Blue Shield plan or the Association as well as any BCBSSC's subsidiaries and affiliates that access this Agreement.

D. "Association" means an association of independent Blue Cross and Blue Shield Plans known as the Blue Cross and Blue Shield Association.

E. "BCBSSC" means Blue Cross and Blue Shield of South Carolina.

F. "Benefits Contract" means any written contract entered into by BCBSSC and a group or individual under which BCBSSC provides, indemnifies for or administers dental benefits of any kind. "Benefits Contract" shall also include the written contracts for benefits issued or administered by an Associate Plan to a group or individual for which BCBSSC acts as the control plan, participating plan or service plan in providing their dental benefits.

G. "CMS" means the Centers for Medicare & Medicaid Services.

H. "Covered Services" means the services a Member is entitled to under the terms and conditions of such Member's Benefits Contract.

I. "Effective Date" means the date that BCBSSC accepts the provider as a Network Provider.

J. "Fee Allowance" means the lower of the Participating Provider's charge, or the amount for a procedure set forth in the BCBSSC Participating Dental Schedule of Fee Allowances.

K. "Medically Necessary" shall mean health care services that a dentist, exercising prudent clinical judgement, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

(1) in accordance with generally accepted standards of dental practice

(2) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease

(3) not primarily for the convenience of the patient, dentist, or other health care provider

(4) not more costly than an 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.

L. "Medicare Advantage Organization" means 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 Medicare Advantage contract requirements.

M. "Member" means any individual who is covered under a Benefits Contract.

N. "Network Provider" means such person or facilities who provide Covered Services to a Member, have and maintain the applicable required license(s) and certification(s), who have successfully completed the credentialing process and who have a written agreement with BCBSSC to participate as a Network Provider.

O. "Patient Pay Amounts" means, with respect to Covered Services, all deductibles, coinsurance, co-payments and other sums that are payable by the Member directly to Network Provider and which are not payable by BCBSSC or Associate Plan.

P. "Utilization Management" means the series of activities carried out by BCBSSC or the Associate Plan to ensure that the Covered Services that are provided to its Members are Medically Necessary and appropriate. Utilization Management is further outlined in Article V.

III. BCBSSC RESPONSIBILITIES

A. BCBSSC or Associate Plan, as applicable, shall:

(1) Pay Participating Provider for Covered Services in accordance with the Member's Benefits Contract. Payment will be based upon the Fee Allowance amount and reduced by any Patient Pay Amounts, as applicable.

(2) Directly reimburse Participating Provider for Covered Services provided to Members without requiring that Participating Provider obtain the Member's prior authorization.

(3) Establish procedures and methods whereby Members can be appropriately identified by Participating Provider.

(4) Provide Participating Provider with a list of all Associate Plans via the BCBSSC website (www.SouthCarolinaBlues.com, at the time of the Effective Date).

IV. PARTICIPATING PROVIDER'S RESPONSIBILITIES

A. Preferred Provider shall provide Medically Necessary Covered Services according to BCBSSC's policies and procedures, terms of the Agreement, and all applicable CMS Requirements and Applicable Law. Preferred Provider agrees to provide Covered Services to Members in conformity with accepted and prevailing practices and standards.

B. Participating Provider shall:

(1) Accept payment of the Fee Allowance amount plus any required Patient Pay Amounts as payment in full for Covered Services rendered to Members. All payments are subject to the terms of the Member's Benefits Contract. Payment will be adjusted for payments made to Participating Provider pursuant to any coordination of benefits provisions in any health plan other than the Benefits Contract.

(2) Understand that based upon the Member's Benefits Contract, if there is an alternative treatment that meets accepted standards of dental practice, payments will be based on the Fee Allowance for the least costly alternative. If a more expensive course of treatment is agreed upon in writing by the Member in advance of the treatment, the Member may be billed the difference between the Fee Allowance of the submitted procedure code and the Fee Allowance of the alternative procedure code. Examples of a more costly alternative would be the use of tooth colored composite restorations on molars or use of precious materials rather than non-precious.

(3) While performing services, maintain a dentist-patient relationship with enrolled Members. Any and all dental service decisions, treatment decisions or exercises of dental and / or medical judgment are Preferred Provider's responsibility.

(4) Refrain from (i) discriminating against any BCBSSC Member on the basis of race, color, religion, sex, national origin, age, health status, participation in any government program (including Medicare), source of payment, participation in a health plan, marital status or physical or mental handicap and (ii) contracting with any third party to perform services under this Agreement if such third party discriminates against any BCBSSC Member on such bases. Participating Provider may choose to be closed to new Members as a group but only if Participating Provider is closed to new patients from all payor sources.

(5) Maintain, with respect to each Member for whom Covered Services are provided under this Agreement, standard dental and medical records in such form, containing such information, and meeting such record keeping requirements as might be required by applicable federal and state law. Participating Provider will keep confidential and take all reasonable precautions to prevent the unauthorized disclosure of any and all records prepared and/or maintained by this Agreement. BCBSSC or the Associate Plan will have the right to inspect, review and obtain copies of such records upon request at no charge.

(6) File a claim with BCBSSC or Associate Plan for all Covered Services rendered to Members within the time frame set forth in the Benefits Contract (typically 180 days) from the date of providing the Covered Service). Participating Provider will not bill BCBSSC, Associate Plan or the Member for claims filed outside of the timely filing limit unless an exception is approved by the party responsible for payment. Participating Provider will file the claims in a manner acceptable to BCBSSC. Participating Provider may not charge the Member, Associate Plan or BCBSSC for filing a claim.

(7) While an appeal of a decision by BCBSSC that a Covered Service was not Medically Necessary is pending, Participating Provider will not bill BCBSSC, Associate Plan or the Member for any charges for such Covered Services that are the subject of the appeal.

(8) Not file a claim with BCBSSC, Associate Plan or bill a Member for any charges for services rendered when it has been determined such services are not Medically Necessary. Participating Provider may seek compensation from the Member for services determined to be not Medically Necessary only if the Member, or lawfully authorized representative thereof, consents in writing to be responsible for the payment of the specific medical services prior to the rendition of the services.

(9) Not bill BCBSSC, Associate Plan or the Member separately for an item or Covered Service that is considered by BCBSSC to be an integral part of another item or Covered Service.

(10) Reimburse BCBSSC or the Associate Plan for any payment made for services determined not to be payable hereunder. Provided, however, to the extent Participating Provider is required to reimburse the Member and does reimburse the Member under a coordination of benefits provision of a Member's health plan other than the Benefits Contract, Participating Provider is not required to reimburse BCBSSC or Associate Plan. If Participating Provider does not reimburse BCBSSC or Associate Plan for any payment made for services determined not to be payable, then BCBSSC may offset future payments to Participating Provider from BCBSSC (whether resulting from claims related to the same Member or other Members) by the amount of the refund due.

(11) Comply with all applicable federal and state laws and regulations and licensure requirements for practicing dentistry.

(12) Certify to BCBSSC that Preferred Provider is fully covered by a medical malpractice policy in accordance with the relevant credentialing requirements.

(13) Allow BCBSSC and/or Associate Plan(s) to use Participating Provider's name to inform Members and potential Members that such Provider is a Participating Provider.

(14)Use best efforts to refer to other Participating Providers in the delivery of the Member's care unless Medically Necessary services, supplies or equipment are not available from any Participating Provider, or in the case of medical emergencies or urgently needed services.

(15) Cooperate and participate with BCBSSC and any Associate Plan in any utilization control procedures, quality assurance activities, external audit systems and grievance procedures, as may be established pursuant to the terms of the Benefits Contract, and comply with all final determinations rendered through the peer review process or grievance mechanism.

(16) Upon written request of the United States Secretary of Health and Human Services or Comptroller General or any of their duly authorized representatives, make available those contracts, books, documents and records necessary to verify the nature and extent of the cost of providing services. Such inspection shall be available up to four years after the rendering of such services. If Participating Provider carries out any of the duties of this Agreement through a subcontract with a value of $10,000 or more over a 12-month period with a related individual or organization Participating Provider will include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Section 1861 (v)(1) of the Social Security Act and the regulations relating to it.

(17) For BCBSSC and Associate Plans who are members of the Association, Participating Provider shall:

a. Use Confidential Information (as defined in Section K.1) and/or Inter-Plan Data strictly for the purpose for which it was disclosed. This use must be consistent with BCBSSC's data use and display requirements. For this Section 17, "Inter-Plan Data" is information that relates to 1) BCBSSC or another Associate Plan, 2) BCBSSC's or another Associate Plan's Member(s), or 3) activity of BCBSSC's or an Associate Plan's Member(s) in another Associate Plan's geographic area.

b. Not re-sell Confidential Information and/or Inter-Plan Data.

c. Not de-aggregate Inter-Plan Data to identify BCBSSC, an Associate Plan, a National Account and/or Member information. For this Section 17 a "National Account" means an entity with employee and/or retiree locations in more than one Associate Plan's geographic area.

d. Limit the use of Confidential Information and/or Inter-Plan Data to the minimum amount necessary to fulfill the purpose for which it was disclosed.

e. Not Comingle Inter-Plan Data without BCBSSC's prior written consent. For purposes of this Section 17, "Comingle" means the combination of data sets from multiple sources, including, but not limited to, the combination of Inter-Plan Data and/or Association data with non-Inter-Plan Data and/or non-Association data.

f. Agree that BCBSSC shall be able to audit Participating Provider's compliance with this Section 17 relative to the use and disclosure of Confidential Information and/or Inter-Plan Data, provided that BCBSSC shall give Participating Provider reasonable notice of the audit and shall make reasonable efforts to perform the audit in a way that minimizes disruption to Participating Provider's business.

g. Return or destroy all copies of Confidential Information and/or Inter-Plan Data, upon conclusion of the purpose(s) for which it was disclosed. Should Participating Provider be unable to completely return or destroy the Confidential Information and/or Inter-Plan Data because of legal or licensure requirements, Participating Provider must maintain the confidentiality of the Confidential Information and/or Inter-Plan Data pursuant to the terms of this section until the expiration of the applicable legal or licensure requirement. Upon expiration of that requirement, the Confidential Information and/or Inter-Plan Data must be returned or destroyed.

h. Shall notify BCBSSC within thirty (30) days of any change in its ownership interests.

(18) Notify BCBSSC no less than thirty (30) days prior to implementing any changes to Participating Provider's dentist and/or practice information which impact the accuracy of BCBSSC's Provider Directory (both online and written) including, but not limited to practice affiliation(s); address and telephone information; Tax ID or NPI changes; status of accepting new patients; as well as any information required pursuant to applicable state and/or federal law. Participating Provider agrees to indemnify BCBSSC for any fines, penalties or other damages BCBSSC incurs as a result of Participating Provider's failure to comply with this provision.

(19) Cooperate fully with BCBSSC's policies and procedures as shown in the Provider Manual on the BCBSSC website at www.southcarolinablues.com.

V. UTILIZATION MANAGMENT

A. BCBSSC or Associate Plan may conduct prepayment and post-payment Utilization Management to determine the Medical Necessity of treatment and quality of care provided by the Participating Provider to Members. With respect to Covered Services rendered to BCBSSC Members, Utilization Management may include examination of X-Rays, office records and/or patients by a dental consultant appointed by BCBSSC or, if other means of resolution are unsuccessful, through the S.C. Dental Association Peer Review Committee, or such other peer review committee as designated by BCBSSC. The Participating Provider agrees to cooperate with BCBSSC's Utilization Management process and to abide by the final determinations rendered through the peer review process or grievance mechanism. . The Participating Provider understands that with respect to Covered Services rendered to a Member of an Associate Plan, any applicable Utilization Management shall be conducted by such Associate Plan, and the Participating Provider agrees to abide by the decisions rendered pursuant to such process.

B. If a BCBSSC Member needs dental treatment that the Participating Provider estimates will cost $250.00 or more, it is recommended that the Participating Provider file for predetermination of benefits to BCBSSC. By doing this, the Participating Provider and the Member will know in advance how much the Member's dental coverage will pay for the recommended course of treatment.

VI. RELATIONSHIP BETWEEN THE PARTIES

A. Nothing in this Agreement should be construed as an attempt by BCBSSC to abridge, alter or interfere with any Participating Provider's dentist-patient relationship. Any and all dental treatment decisions or exercises of dental and / or medical judgment are Participating Provider's responsibility, and BCBSSC shall not be deemed liable for any such decisions or exercise of judgment in any manner.

B. Participating Provider is an independent contractor. This Agreement shall not be construed or deemed to create an employer-employee relationship, a joint venture, or a principal-agent relationship between BCBSSC and Participating Provider or any other participating provider.

VII. TERM, TERMINATION AND AMENDMENT

A. TERM. This Agreement shall be effective on the Effective Date and shall continue in effect until terminated pursuant to this Agreement.

B. TERMINATION

(1) Either party may terminate this Agreement for any reason upon one hundred twenty (120) days prior written notice by the other party.

(2) BCBSSC may terminate this Agreement for cause upon ninety (90) days prior written notice for the following reasons:

(a) Failure to abide by the terms specified in this Agreement (e.g. Participating Provider fails to use other Participating Providers when available);

(b) Failing to cooperate with the continuing credentialing requirements as delineated in the BCBSSC credentialing process.

(3) BCBSSC shall have the right to terminate this Agreement for cause, immediately and without prior notice, upon actual notice to BCBSSC of significant deficiencies in licensing or qualification matters, including but not limited to the following reasons:

(a) Loss of license required for professional practice;

(b) Participating Provider is convicted of a felony;

(c) Participating Provider is excluded from participation in federal programs as evidenced by including on the Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE list) or the General Services Administration (GSA) System for Award Management (SAM);

(d) Participating Provider is listed on the CMS preclusion list, as defined at 42 CFR § 422.2;

(e) Participating Provider loses or otherwise fails to maintain all certificates(s), registration(s), or additional licensure(s) required for professional practice;

(f) Participating Provider misrepresents Preferred Provider's competence or professional capabilities;

(g) Participating Provider misrepresents or fails to disclose any requested credential information or otherwise fails to meet re-credentialing criteria;

(h) Participating Provider changes affiliation from a BCBSSC participating professional association to a professional association that does not participate in the network. It is Participating Provider's responsibility to notify BCBSSC's Provider Contracting and Reimbursement Department at least thirty (30) days in advance of such a change; or

(i) Participating Provider files for the protection of the Bankruptcy Court or is involuntarily placed in bankruptcy or has a receiver appointed to manage Preferred Provider's affairs.

(4) Nothing contained in this section VII(B) shall impose on BCBSSC any duty to monitor Participating Provider's performance under this Agreement, the quality of care provided by Participating Provider or Participating Provider's physical or mental condition or Participating Provider's behavior. BCBSSC expressly disclaims any such duty. BCBSSC may monitor or may decline to monitor such performance in its sole discretion.

(5) As of the date of termination, this Agreement shall be of no further force or effect whatsoever for services rendered thereafter and each of the parties shall be relieved and discharged from the requirements of this Agreement, except that:

(a) The parties shall complete any arbitration proceedings initiated pursuant to this Agreement, including requests for arbitration of disputes arising between the parties after the effective date of termination.

(b) Notwithstanding termination, and without cost to BCBSSC, BCBSSC shall continue to have access to Participating Provider's records for three (3) years, to the extent permitted by law and as necessary to fulfill the terms of this Agreement and legal requirements.

(c) Participating Provider agrees to complete the course of treatment for all Members that have begun a course of treatment by the date of termination notice, even if the course of treatment is completed after the date of termination. Both parties agree to honor the terms of this Agreement for the completion of such courses of treatment.

(d) The requirements of section XI(K) shall remain in full force and effect.

C. AMENDMENT. This Agreement may be amended by BCBSSC following sixty (60) days prior written notice, effective at the end of such sixty (60) day period. If Participating Provider does not accept the terms of the amendment, Participating Provider may terminate this Agreement by providing written notice within thirty (30) days of the receipt of such proposed amendment. Termination shall be effective at the end of the sixty (60) day period provided by BCBSSC. Notwithstanding the foregoing, BCBSSC reserves the right to unilaterally amend this Agreement sooner as necessary to comply with any changes in applicable Medicare laws, regulations, and CMS instructions.

VIII. ASSIGNMENT

A. ASSIGNMENT OF AGREEMENT. Neither party may assign their rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

B. ASSIGNMENT OF COVERED SERVICES. BCBSSC may, from time to time, contract with Associate Plans for the purpose of allowing such Associate Plans to avail themselves of the same access to the benefits of this Agreement and related rights as BCBSSC and binding such persons to the payment responsibilities under this Agreement. Participating Provider agrees to provide Covered Services to Associate Plans Members under the terms of this Agreement and to look to each Associate Plan for reimbursement for Covered Services rendered to that Associate Plan's Members. Such Associate Plans shall not be required to provide for electronic claims transmission for the use of Participating Provider in filing claims, however, BCBSSC will encourage the use of electronic claims transmission systems by Associate Plans. The duties and obligations of Associate Plans under this Agreement are several and distinct from BCBSSC's duties and obligations under this Agreement and BCBSSC does not guarantee any Associate Plan's performance under this Agreement and BCBSSC will not be responsible for any Associate Plan's actions. Except for references to BCBSSC under Articles IV, VI, IX, and XI, references to BCBSSC shall be deemed to refer to Associate Plans with respect to such Associate Plans duties and obligations under this Agreement and with respect solely to such Associate Plan's Members.

IX. LIABILITY AND INDEMNITY

A. Participating Provider agrees to indemnify, defend and hold BCBSSC harmless from any and all liability, loss, damage, claim or expense of any kind (including all costs and reasonable attorneys' fees), which results from any breach of this Agreement by Participating Provider or which results from the negligent or willful acts or omissions by Participating Provider, its agents or employees regarding the duties and obligations of Participating Provider under this Agreement, including the duty to maintain the legal standard of care applicable to Participating Provider. Such obligation to indemnify, defend and hold harmless shall not apply to any matters resulting from negligent or willful acts or omissions of BCBSSC or its agents or employees.

B. BCBSSC agrees to indemnify, defend and hold Participating Provider harmless from any and all liability, loss, damage, claim or expenses of any kind (including all costs and reasonable attorneys' fees), which results from any breach of this Agreement by BCBSSC or results from the negligent or willful acts or omissions by BCBSSC, its agents or employees regarding the duties and obligations of BCBSSC under this Agreement. Such indemnification and hold harmless shall not apply to any matters resulting from negligent or willful acts or omissions of Participating Provider or its agents or employees.

X. MEDICARE REQUIREMENTS.

The Parties acknowledge that the Centers for Medicare & Medicaid Services ("CMS") requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization, such as BCBSSC, and a First Tier, Downstream or Related Entity, such as Participating Provider. Accordingly, the Parties agree to incorporate the following terms and conditions into this Agreement to address such regulatory provisions. The regulatory citations below are not complete citations; they are present to assist Participating Provider in understanding the basis for the language and may be updated by CMS.

A. PAYMENT. BCBSSC shall pay Participating Provider for services to Members in accordance with the terms of such Member's Benefits Contract and the Fee Allowance. BCBSSC shall pay Participating Provider promptly and as required under the Medicare regulations.42 CFR § 422.520.

B. PARTICIPATING PROVIDER OBLIGATIONS. Participating Provider shall:

(1) Comply with applicable confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records and other health and enrollment information; (2) ensuring that personally-identifiable information is disclosed only in accordance with applicable Federal or State law; (3) maintaining the records and information in an accurate and timely manner; and (4) ensuring timely access by members to the records and information that pertain to them. 42 CFR §§ 422.504(a)(13) and 422.118

(2) Maintain, with respect to each Member for whom services are provided under this Agreement, accurate, standard medical records in such form, containing such information, and meeting such record keeping requirements as might be required by applicable federal and state law and including complying with the data collection and submission requirements of 42 CFR 422.516 and 42 CFR 422.310, 42 CFR 504(a)(8)

(3) Comply with all Medicare laws, regulations and CMS instructions including but not limited to Medicare billing requirements. 42 CFR 422.504(i)(4)

(4) Upon request of the United States Secretary of Health and Human Services or the Comptroller General or any of their designees, cooperate and assist in the audit, evaluation or inspection of any books, contracts, medical records, patient care documentation, physical facilities, equipment and other records of the Preferred Provider or its transferee that pertain to any aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under this Agreement or BCBSSC's contract with CMS, or as the Secretary may deem necessary to enforce the Agreement or the contract between BCBSSC and CMS. Such inspection, cooperation and assistance shall be provided for a minimum of ten (10) years after the rendering of services. 42 CFR 422.504(e)(2); 42 CFR 422.504(e)(3); 42 CFR 422.504(e)(4); 42 CFR 422.504(i)(2)

(5) Cooperate fully with BCBSSC's policies and procedures as shown on the BCBSSC website.

(6) Accept the Fee Allowance as payment in full for services rendered to Members. All payments by BCBSSC are subject to the terms of the Medicare Advantage program in which the Member is enrolled. Payment by BCBSSC will be adjusted for payments made to Participating Provider pursuant to any coordination of benefits provisions in any member's non-Medicare Advantage benefits contract.

(7) Hold Member harmless from payment of any fees that are the legal obligation of BCBSSC. This provision will apply even where BCBSSC has been adjudicated insolvent (or where BCBSSC has other financial difficulties), has breached this Agreement with the Participating Provider; or, where related to BCBSSC provider billing issues. 42 CFR 422.504(i)(3); 42 CFR 422.504(g)(1)

(8) Use BCBSSC Medicare Advantage network providers in the delivery of Covered Services unless Covered Services, supplies or equipment are not available from any Participating Provider, or in the case of an Emergency.

(9) Not collect Medicare Part A and B cost sharing from BCBSSC Members who are eligible for Medicaid when the State is responsible for paying such amounts. Participating Provider must either accept BCBSSC's payment as payment in full or bill Medicaid for such cost-sharing. Participating Provider is responsible to be informed of Medicare and Medicaid benefits and applicable rules. 42 CFR §§ 422.504(i)(3)(i) and 422.504(g)(1)(iii)

(10) Provide treatment to BCBSSC members and otherwise perform services under the terms of this Agreement in a manner that is consistent with and that complies with BCBSSC's contractual obligations under its agreement with the CMS. 42 CFR § 422.504(i)(3)(iii)

(11) Adopt and implement an effective compliance program that includes 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. 42 CFR § 422.503(b)(4)(vi)(A–G)

(12) Acknowledge that BCBSSC's payments to Participating Provider are made, in whole or in part, from federal funds, and subject Participating Provider to all laws applicable to the individuals or entities who receive federal funds, including the False Claims Act (32 USC 3729, et. seq.), the Anti-Kickback Statute (Section 1128B(b) of the Social Security Act), Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and the Rehabilitation Act of 1973.

(13) Refrain from directly or indirectly contracting with any person or entity that undertakes any function, activity, or service, including, without limitation, storage of Medicare Member information, outside of the United States of America or its territories without the prior written consent of BCBSSC.

(14) Remain neutral in any instance where assistance is requested by a beneficiary regarding an enrollment decision and ensure that any advice regarding plan selection is in the best interest of the beneficiary.

C. OVERSIGHT. Participating Provider acknowledges that BCBSSC oversees and is accountable to CMS for any and all functions and responsibilities described in the Medicare Advantage regulations. Accordingly, Participating Provider agrees to reasonably assist BCBSSC in carrying out those functions and responsibilities and will abide by BCBSSC reasonable requests and determinations with respect to such functions and responsibilities. 42 CFR 422.504(i)(3)

D. DELEGATION REQUIREMENTS. If BCBSSC chooses to delegate functions under the Medicare Advantage program, BCBSSC must adhere to all delegation requirements, including all provider contract requirements in such delegation requirements (as further described in the applicable Medicare Advantage regulations). Accordingly, Participating Provider agrees to reasonably assist BCBSSC in delegating such FUNCTIONS and will abide by BCBSSC's reasonable requests and determinations with respect to such delegation. To the extent that Participating Provider is delegated responsibilities by BCBSSC, or Participating Provider delegates any responsibilities under this Agreement, any such delegation will be set forth in a separate written delegation agreement that includes: a) the delegated activities and responsibilities; b)provide for revocation of delegated activities should CMS or BCBSSC determine that such parties have not performed satisfactorily; c)must specify that performance of the parties is monitored by BCBSSC on an ongoing basis; and d)such agreements must specify that the downstream or delegated entity must comply with all applicable Medicare laws, regulations, reporting requirements and CMS instructions. In the event BCBSSC delegates to Participating Provider the duty to perform credentialing with respect to other providers, such written delegation agreement will include language specifying that: (i) BCBSSC will review and approve, or modify, if necessary, the credentialing process and (ii) BCBSSC will audit Participating Provider's credentialing process on an ongoing basis and reserves the right to approve, suspend, or terminate any provider, contractor, or subcontractor that Participating Provider credentials. 42 CFR 422.504(i)(3)-(5)

E. CMS CONTRACT. Any services or other activity performed by Participating Provider or any entity the Participating Provider contracts with separately must be performed in accordance with a written agreement and be consistent with and comply with BCBSSC's contract with CMS. 42 CFR 422.504(i)(3)

F. CONTINUATION OF COVERAGE. Provided that funds for such benefits are provided by CMS, BCBSSC agrees to provide for continuation of Member healthcare benefits for all Members for the duration of the contract period for which CMS has made payments; and, for Members who are hospitalized on the dates BCBSSC's contract with CMS terminates, or, in the event of an insolvency, through the date of discharge of the insolvency. 42 CFR 422.504(g)(2)

G. PRECLUSION LIST. Participating Provider represents and warrants that it is not listed on the CMS preclusion list as defined in 42 CFR § 422.2 and does not employ or contract with, and shall not employ or contract with, individuals to perform delegated services who are listed on the CMS preclusion list. Participating Provider will not be eligible for payment from BCBSSC and will be prohibited from pursuing payment from Members after the expiration of the 60-day period specified in 42 CFR § 422.222. Participating Provider will be held financially liable for services, items, and drugs that are furnished, ordered or prescribed after the expiration of such 60-day expiration period. 42 CFR §§ 422.504(g)(1)(iv), 422.504(i)(2)(v)

H. MARKETING GUIDELINES. Participating Provider shall comply with CMS Requirements regarding provider marketing to Members or prospective Members. Participating Provider shall act based on an objective assessment of the needs and interests of the individual when assisting Members or prospective Members in selecting health care coverage.

XI. MISCELLANEOUS

A. PARTIES TO THE AGREEMENT.

(1) Participating Provider expressly acknowledges its understanding that this Agreement constitutes a contract between Participating Provider and BCBSSC, and that BCBSSC is an independent corporation operating under a license with the Association, permitting BCBSSC to use the Blue Cross and Blue Shield Service Mark in the State of South Carolina, and that BCBSSC is not contracting as the agent of the Association.

(2) Participating Provider further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BCBSSC and that no person, entity, or organization other than BCBSSC (and other than Associate Plans pursuant to Article VIII) shall be held accountable or liable to Participating Provider for any of BCBSSC's obligations to Participating Provider created under this Agreement. This paragraph VIII(A), shall not create any additional obligations whatsoever on the part of BCBSSC other than those obligations created under other provisions of this Agreement.

B. ORIGINALS/COPIES OF THE AGREEMENT. BCBSSC may image this Agreement, related documents and credentials. An imaged copy of this Agreement, related documents and credentials shall be as effective and valid as the original.

C. USE OF DOCUMENTS. Participating Provider agrees that BCBSSC may allow the documents (including, but not limited to, fee schedules) and credentials referenced in this Agreement to be used by Associate Plans and any and all subsidiary networks managed by BCBSSC.

D. NON-EXCLUSIVITY. Participating Provider and BCBSSC agree and acknowledge that this is a non-exclusive contract and that either party is free to contract with other parties to provide the services contemplated under this Agreement.

E. WAIVER OF BREACH. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

F. SEVERABILITY. In the event any provision of this Agreement is rendered invalid or unenforceable by any federal statute or state law, or by any regulation duly promulgated by officers of the United States or the State of South Carolina in accordance with law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect.

G. EFFECT OF SEVERABLE PROVISION. In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided in Section XI(F) and its removal has the effect of materially altering the obligations of either party in such manner as in the judgment of the party affected: (1) will cause serious financial hardship to such party; or (2) will cause such party to act in violation of its corporate Articles or Bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. The applicable provisions of Article VII shall apply to such termination.

H. PROHIBITION AGAINST PAYMENT OF MEMBERS HEALTH PLAN PREMIUMS. Participating Provider shall not pay any amount toward health plan premiums or health insurance premiums of any Members, except for its eligible employees and retirees under its own employee welfare benefit plan.

I. HEADINGS. The headings of Articles and Sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

J. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

K. CONFIDENTIALITY.

(1) Participating Provider acknowledges and agrees that in the course of negotiating this Agreement it has received, and may continue to receive, BCBSSC's valuable trade secrets, confidential, and proprietary information (collectively referred to as "Confidential Information"), including, but not limited to, the reimbursement terms and the terms of this Agreement and any and all records required to be produced or kept under the terms of this Agreement. Participating Provider further acknowledges that the use of Confidential Information would give Participating Provider an unfair competitive advantage were Participating Provider to directly or indirectly compete with BCBSSC for BCBSSC's existing customers, and disclosure of Confidential Information would cause harm to BCBSSC.

(2) In consideration of the disclosure by BCBSSC to Participating Provider of Confidential Information, Participating Provider agrees to treat the Confidential Information supplied to it by BCBSSC in strict confidence, and to undertake the following additional obligations with respect thereto:

(a) to use Confidential Information for the sole purpose of performing its obligations under this Agreement;
(b) not to disclose Confidential Information to any person outside of its organization except as needed to comply with Preferred Provider's obligations under this Agreement;
(c) to limit dissemination of Confidential Information to only those of its employees who have a need to know to perform the limited tasks set forth in this Agreement;
(d) ensure that any pricing disclosed to its billing company, attorneys, CPAs, etc. is not disclosed to any other provider or other organization. Any violation of Confidentiality by such person or entity will be considered the same as if Participating Provider committed such violation; and
(e) to return Confidential Information and all documents, notes or physical evidence thereof to BCBSSC upon termination of this Agreement.

(3) The restrictions and obligations of this paragraph shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Participating Provider, its successors and assigns.

(4) Participating Provider acknowledges that if Participating Provider breaches the terms of this paragraph XI(K), BCBSSC shall be entitled to seek monetary damages against Participating Provider. Additionally, Participating Provider acknowledges that if Participating Provider breaches this section XI(K), such monetary damages may not be a sufficient remedy for such breach and that BCBSSC shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(5) Notwithstanding anything herein to the contrary, nothing shall be interpreted to restrict or prohibit any party from accessing, using, or disclosing any information to the extent required by applicable law.

L. ENTIRE AGREEMENT. This Agreement, including all written supplements, exhibits, and amendments hereto constitutes the entire agreement of the parties hereto. No verbal agreement or conversation of the parties hereto shall affect or in any way modify any of the terms and conditions herein contained.

M. DISPUTE RESOLUTION.

(1) Except for decisions made pursuant to Utilization Management, BCBSSC and Participating Provider agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.

(2) In the event that the parties through mutual negotiation are not able to satisfactorily resolve any problem or dispute (other than a dispute related to the utilization review procedures set forth in Article V), BCBSSC and Participating Provider agree to arbitrate such problem or dispute. A single arbitrator shall conduct the arbitration (including conducting pre-hearing matters) under the then current commercial rules of the American Arbitration Association and such rules shall apply in lieu of state or federal rules of civil procedure. The American Arbitration Association shall appoint an arbitrator who is knowledgeable in the healthcare management field. The arbitration shall be held and any award shall be made in Columbia, South Carolina. Subject to the terms of the Uniform Arbitration Act, the arbitrator's determination shall be final and binding upon the parties. By entering into this Agreement and selecting arbitration as a dispute resolution mechanism the parties waiver any right to jury trial.

IN WITNESS WHEREOF, each of the undersigned parties to this Participating Provider Agreement has caused this Participating Provider Agreement to be duly executed.

BLUE CROSS AND BLUE SHIELD OF SOUTH CAROLINA

_____/_____ _____

By: J. Lance Lockman Date (Please Type or Print)

Its: Vice President, Name of Participating Provider

Professional Network Management

_____ _____/_____

Effective Date Signature of Participating Provider Date

(Established by BCBSSC)