

## SOLO PROVIDER RECORD INFORMATION FORM PACKET

The **Solo Provider Record Information Form Packet** should be completed by:

- A provider who will not be employing another professional provider
- A provider who will be using his/her social security number (SSN) for tax purposes
- A provider whose Federal Tax Identification Number (TIN) is legally in the provider's name
- A provider who is not incorporated

The attached packet contains all of the forms that are required to be completed to establish a Blue Shield solo provider record with Blue Cross and Blue Shield of Texas (BCBSTX). Please fully complete all applicable information in its entirety and forward the completed packet to Provider Administration by fax (*preferred method*) or by mail. The fax number and mailing address are indicated below.

**A. Provider of Service Information** – Please submit only one specialty which represents the majority of your practice. Residents should indicate the specialty that applies to the type of services that they are providing. **Residents should note that a separate record will not be assigned, nor can reimbursement be made for their services in an approved residency program.**

**B. Billing Information** – Social Security Number, Federal Tax Identification Number and a W-9 Form must be completed in its entirety; the name that will appear on any reimbursement or Form 1099 will be that of the party to which payment is made. We will only make provider payments to the individual that rendered the service(s) and supplied a Tax Identification Number belonging to the named individual. If an individual provider wishes to be paid directly, the provider must qualify to receive a solo provider record which will be established in the name that matches the Tax Identification Number supplied. If you are applying for a solo provider record, please complete the Provider Record Application Form on page 2 and the W-9 Form on page 3.

**C. Individual PARPLAN contract** is attached at the back of this packet if you are interested in joining.

In the event that there are changes to your information, i.e. TIN, NPI and/or any other contact information, etc. or if you have an address change, please notify us as soon as possible so that we may correct your records. Any such change that is not reported could affect our ability to make accurate payment to you. These changes or any provider record questions should be directed to the Provider Administration department indicated below.

After BCBSTX has processed your information and has established your solo provider record, we will notify your office.

**Please Note:** The individual internal provider record is NOT automatically activated in the BlueChoice® PPO/POS or HMO Blue® Texas networks. To become a participating provider, please visit the BCBSTX Provider Web site at [www.bcbstx.com/provider](http://www.bcbstx.com/provider), under the Credentialing/ Contracting area or contact your local Professional Provider Network office. Until the individual internal provider record is effective in the BlueChoice PPO/POS and/or HMO network(s), your claims will be processed as out-of-network.

We look forward to assisting you in the future.

Blue Cross and Blue Shield of Texas  
Attn: Provider Administration  
P.O. Box 650267  
Dallas, TX 75265-0267  
**Phone: (972) 996-9610**  
**Fax: (972) 996-8445**



## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## **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 reimburse 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);
- they are responsible for medically necessary services that are limited or not covered;
- services that BCBSTX deems not medically necessary are not the subscriber's responsibility; 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 send it to us by return mail to the following address or by fax to 972-996-9499:

**Blue Cross and Blue Shield of Texas  
Attn: Provider Administration  
P.O. Box 650267  
Dallas, TX 75265-0267**

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.

If you have any questions, please call your local Provider Network office.

**Blue Cross and Blue Shield of Texas  
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 \_\_\_\_\_, a health professional 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. "Maximum Allowance" means the lesser of PARPLAN PROVIDER'S actual charge for a Covered Benefit or the Allowable Amount as defined in this Contract.
- D. "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. Subscriber is responsible for any applicable deductible, coinsurance, copayment or shared payment and for noncovered benefits, and the PARPLAN PROVIDER is responsible for collecting such payments.
- 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. BCBSTX reserves the right to refuse payment for services determined to be medically unnecessary as described above, and PARPLAN PROVIDER agrees not to bill or collect payment for such services from Subscriber other than for noncovered benefits.
- 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. Not bill BCBSTX for experimental, investigational or unproven treatment methodologies.
- G. BCBSTX may conduct reasonable audits during PARPLAN PROVIDER'S regular business hours at PARPLAN PROVIDER'S 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.
- H. Cooperate with BCBSTX in resolving Subscriber complaints and inquiries concerning payment of Covered Benefits.
- I. 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.
- J. 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 Agreement, 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 his status or any change in his status at any time during the term of this Agreement, may be grounds for immediate termination of this Agreement, at the sole discretion of 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 indicated below. 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. This Contract shall terminate immediately upon the suspension, revocation, restriction or nullification of PARPLAN PROVIDER'S license in any state in which PARPLAN PROVIDER actively provides licensed services. 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, at 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 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 Agreement 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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date set forth below.

**Blue Cross and Blue Shield of Texas**  
**Attn: Provider Administration**  
**P.O. Box 650267**  
**Dallas, TX 75265-0267**

**PARPLAN PROVIDER**

**Address** \_\_\_\_\_  
**City, St, Zip** \_\_\_\_\_

**BLUE CROSS AND BLUE SHIELD OF TEXAS**

**PARPLAN PROVIDER**

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

Authorized Signature:

Authorized Signature:

\_\_\_\_\_  
Printed Name: M. Shannon Stansbury

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: Vice President, Network Management

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

NPI (TYPE 1): \_\_\_\_\_

Individual Application  
Blue Cross and Blue Shield of Texas (BCBSTX)  
ParPlan Provider Contract  
(Please Print or Type)

Name \_\_\_\_\_  
Last First MI Degree

License No. \_\_\_\_\_ Year Issued \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

Social Security No. \_\_\_\_\_ NPI (TYPE1) \_\_\_\_\_ Tax ID Number \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex Male  Female   
Month Day Year

Practice Address\*

Street \_\_\_\_\_

City State Zip

Phone No. \_\_\_\_\_

Mailing Address (If different from above)\*

Street \_\_\_\_\_

City State Zip

Phone No. \_\_\_\_\_

Licensed and Medical Specialty(ies)

Primary Specialty \_\_\_\_\_ Board/Specialty Cert. Yes  No   
Sub Specialty \_\_\_\_\_ Board/Specialty Cert. Yes  No

If you practice in a group setting, please provide the following:

Medical Group Name \_\_\_\_\_

BCBSTX Group NPI Number \_\_\_\_\_

\_\_\_\_\_  
Signature of Provider

\_\_\_\_\_  
Date

\*Attach sheet with additional location(s).

## PARPLAN PROVIDER CONTRACT – ATTACHMENT A

### COMPENSATION / CLAIMS SUBMISSION

- A. **Compensation.** PARPLAN PROVIDER agrees to accept as reimbursement 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 thirty (30) 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.