

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, August 15, 2022 at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, Susan Blizzard and Derek Burress, County Manager Kyle DeHaven, County Attorney Gay Stanley and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order, gave the invocation and led the Pledge to the Flag.

B. Approval of Agenda

Chairman Heath noted we needed to add Closed Session is for Attorney Client Privilege.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously (5-0) to approve the agenda with the noted change.

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Seeing as none, he called for a motion to approve.

On motion by Commissioner Jones and second by Commissioner Shackleford the Board voted unanimously (5-0) to approve the Consent Agenda.

- August 1, 2022 Regular Meeting Minutes
- Releases/Refunds
- Monthly Collection Report
- Consideration of Late Application for Present Use Value

Refunds: NCVTS Tax & Tag

Barry Scott Bennett	\$61.23	Barry Scott Bennett	\$37.18	Barry Scott Bennett	\$389.21
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Barry Scott Bennett	\$62.50	Barry Scott Bennett	12.23	Ricardo Aguilar	\$152.04
Linda Ruth Aguilar	\$17.52	Linda Ruth Aguilar	\$117.14	Estate of Roger Lee Gabel	\$42.02

Releases: Ad Valorem Tax

Sue C. Smith	45.00	Donna L. Allen	\$45.00	Herbert Leonard Shorter	\$244.19
Jennie Sue Shorter	\$45.00	Saidu Koroma	\$123.86	Richard Earl Tripp	\$90.00
David Alan McClung	\$81.78	David Ray & Rhonda Harrell	\$45.00	Maurice Joseph Landry	\$51.29

D. Public Comments

1. Salvador Tinoco, Snow Hill. Mr. Tinoco addressed the concerns of American Legion Post 536 that has requested help finding a building or office space to hold their meetings. He stated he will be giving them space to hold their meetings.
2. Shawna Jones. Spoke before to the board about budget issues. She feels a certain person from our EMS department attacked her on social media because he did not agree with her opinion.
3. Nell Cannon, Snow Hill. Ms. Cannon came to complain about being hired by the Sheriff to work in the county jail. She stated after a couple of days working she was then terminated due to results of new hire testing. She stated she was not told she could be terminated for such.

E. Presentations

1. Jeremy Anderson, Paramedic Update. Mr. Anderson presented an update on the Paramedic Program as requested by the Board of Commissioners. Mr. Anderson went over in great detail the number of calls EMS has taken since March 1, 2022 thru July 31, 2022 and the number of calls treated by Paramedics and what type of treatment was given. Commissioner Shackelford asked about the paramedic education program. Commissioner Blizzard asked for the number of individuals who successfully completed Greene County paramedic education program and are currently employed with GCEMS full time. Mr. Anderson stated he would have to look at the roster to determine the number and would relay back to the commissioners. Commissioner Blizzard stated she appreciated all the work Mr. Anderson had accomplished to get Greene County to paramedic status. Even though Commissioner Blizzard and Mr. Anderson do not always agree, she still appreciates the knowledge Mr. Anderson has regarding paramedic services.

F. County Manager Report

1. Mr. DeHaven presented a Budget Amendment for the Motorola Radios that was previously approved by the Board.

On motion by Commissioner Jones and second by Commissioner Blizzard, the Board voted unanimously to approve the Budget Amendment.

2. Mr. DeHaven next presented a Budget Amendment for Public Buildings for HVAC Projects previously approved by the Board. The HVAC improvements for new air handlers in the Administration Complex building for the water heating/cooling system utilized. Mr. DeHaven stated all work will be completed by September 15, 2022.

On motion by Commissioner Jones and seconded by Commissioner Shackelford, the Board voted unanimously to approve this Budget Amendment.

3. Mr. DeHaven next presented a Participating Provider Agreement for Emergency Medical response. Carolina Complete Health, Inc. is a provider that recipients of Medicaid can select as a health care provider. This agreement allows our billing company (Colleton) to bill this health care service provider for emergency transports of its patients.

On motion by Commissioner Blizzard and seconded by Commissioner Jones, the Board voted unanimously to approve the Participating Provider Agreement.

4. Mr. DeHaven next presented a request from the ABC Board to re-appoint two ABC Board members. Mr. Bobby Taylor and Mr. Bill Connors terms have expired and the Board requests their reappointment. This will be the members third term. Commissioner Jones made a motion to approve and was seconded by Commissioner Shackelford. Chairman Heath asked for any discussion. Commissioner Blizzard stated that appointment policy was not followed. The positions need to be advertised per county policy. Commissioner Shackelford said this is not needed. Commissioner Burress said he thinks we need to consult with the County Attorney about this. Commissioner Jones requested that the Board go into closed session immediately to discuss and Commissioner Shackelford seconded this motion. The Board voted unanimously to go into closed session for Attorney Client Privilege. Commissioner Jones made a motion to come out of closed session and Commissioner Blizzard seconded. The Board voted unanimously to come out of closed session. Upon coming out of closed session Commissioner Jones made a motion to table this item until September 6th meeting and Commissioner Blizzard seconded this motion. The Board voted unanimously to table until September 6th meeting to have this advertised properly and receive applications.

5. Mr. DeHaven presented a request for a Public Hearing for the FY24 5311 Admin Grant for Transportation. The request was for a Public Hearing on September 6th, 2022 at 10 a.m. at 312 SE Second St., Snow Hill, NC 28580.

Chairman Heath set the Public Hearing date as September 6th, 2022 at 10 a.m.

6. Mr. DeHaven presented a request for a Public Hearing for Economic Development incentives for Project Haul. The request has asked for the Public Hearing be on September 6th, 2022 at 10 a.m. at 312 SE Second St., Snow Hill, NC 28580.

Chairman Heath set the Public Hearing date as requested for September 6th, 2022 at 10 a.m.

7. Mr. DeHaven next presented a request for a Public Hearing to Closeout of the 2018 CDBG-NR program for Tuesday, September 6th, 2022 at 10 a.m. at 312 SE Second St., Snow Hill, NC 28580. Commissioner Blizzard asked for Mr. Barnett to report on the properties involved in this project and what repairs were made. Mr. DeHaven stated he would ask for that.

Chairman Heath set the Public Hearing date as requested for September 6th, 2022 at 10 a.m.

G. County Attorney Report

No comments.

H. Commissioner's Report and Recommendations

Commissioner Burress congratulated Mr. Josh Jones on being appointed as the new Elections Director. He also noted that Saturday at the Commissioners Conference Breakfast Greene County was seated with Granville County. Granville County gave our Commissioners a 275th Challenge Coin and suggested that they reciprocate the gift in some way and Chairman Heath agreed. Chairman Heath stated they will get together to decide how they want to reciprocate this gift. Commissioner Blizzard noted on August 27th at the Greene County Library they will be having a Memorial Service for Ms. Connie Miller who passed away. Ms. Miller served the Library for many years. This Memorial Service will be at 11 a.m. on August 27th.

Commissioner Blizzard encouraged all to attend. Commissioner Jones noted that Little Creek Church will be having BBQ Chicken fundraiser that day also. The LCC Golf/Tennis fundraiser for scholarships is also on that day. Commissioner Jones also noted that Behavioral Health Medicaid Plans open enrollment period starts today. Chairman Heath gave COVID update. He also noted that will be a Job Fair at the Wellness Center on September 14th from 2 – 6 p.m. He also announced that there will be an Economic Development announcement on Thursday, August 18th at 4 p.m. at the Wellness Center.

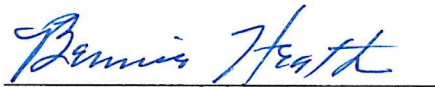
I. CLOSED SESSION – Attorney Client Privilege

Motion In – Commissioner Jones made motion and Commissioner Blizzard seconded, the Board voted unanimously to approve.

Motion Out - Commissioner Blizzard made motion and Commissioner Jones seconded, the Board voted unanimously to approve.

J. ADJOURN

On motion by Commissioner Jones and second by Commissioner Shackleford to adjourn the meeting, the Board voted unanimously to adjourn.



Bennie Heath, Chairman

Attest:



Kyle J. DeHaven, Clerk to the Board

GREENE COUNTY
LINE ITEM TRANSFER/BUDGET AMENDMENT

8/9/2022

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

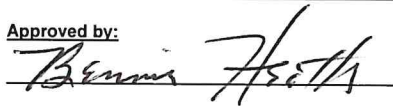
BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
FBA	11198-439800	\$ (520,281)	Capital Outlay	11441-530200	\$ 520,281
		\$ (520,281)			\$ 520,281

This BA is for the new Motorola radios needed to maintain functional support from Motorola. This also includes the Sheriffs desktop consoles.

Requested by:

Kyle J. DeHaven

Approved by:



8/9/2022

Approved by: Brenna Heath

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (together with all Attachments and amendments, this "Agreement") is made and entered by and among County of Greene ("Provider"), Carolina Complete Health, Inc., a North Carolina corporation ("Carolina Complete") and Carolina Complete Health Network, Inc., a Delaware corporation ("CCHN") and subsidiary of the North Carolina Medical Society. This Agreement is effective as of the date designated by Carolina Complete on the signature page of this Agreement ("Effective Date"). For purposes of this Agreement, each of Provider and Carolina Complete (and, solely for purposes of Article VIII, CCHN) may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Provider desires to provide certain health care services to individuals in products offered by or available from or through a Company or Payor (as hereafter defined), and Provider desires to participate in such products as a Participating Provider (as defined herein), all as hereinafter set forth.

WHEREAS, Carolina Complete desires for Provider to provide such health care services to individuals in such products, and Carolina Complete desires to have Provider participate in certain of such products as a Participating Provider, all as hereinafter set forth.

WHEREAS, CCHN has agreed to assist the Carolina Complete in connection with its efforts to create, recruit, build, develop, manage, operate and maintain a network of health care providers and, in connection therewith, desires to support Carolina Complete on an as-needed basis in the performance of certain functions under this Agreement.

NOW, THEREFORE, in consideration of the recitals and mutual promises herein stated, the Parties hereby agree to the provisions set forth below.

ARTICLE I - DEFINITIONS

When appearing with initial capital letters in this Agreement (including an Attachment), the following quoted and underlined terms (and the plural thereof, when appropriate) have the meanings set forth below.

1.1. "Affiliate" means, with respect to any entity, a person or entity directly or indirectly controlling, controlled by, or under common control with such entity, provided that, notwithstanding the foregoing, CCHN shall not be deemed to be an Affiliate of Company.

1.2. "Attachment" means any document, including an addendum, schedule or exhibit, attached to this Agreement as of the Effective Date or that becomes attached pursuant to Section 2.2 or Section 8.8, all of which are incorporated herein by reference and may be amended from time to time as provided in this Agreement.

1.3. "Clean Claim" has, as to each particular Product, the meaning set forth in the applicable Product Attachment or, if no such definition exists, the Provider Manual.

1.4. "Company" means, as appropriate in the context, Carolina Complete and/or one or more of its Affiliates listed on Schedule D of this Agreement, except those specifically excluded by Carolina Complete.

1.5. "Compensation Schedule" means at any given time the then effective schedule(s) of maximum rates applicable to a particular Product under which Provider and Contracted Providers will be compensated for the provision of Covered Services to Covered Persons. Such Compensation Schedule(s) will be set forth or described in one or more Attachments to this Agreement, and may be included within a Product Attachment.

- 1.6. “Contracted Provider” means a physician, hospital, health care professional or any other provider of items or services that is employed by or has a contractual relationship with Provider. The term “Contracted Provider” includes Provider for those Covered Services provided by Provider.
- 1.7. “Coverage Agreement” means any agreement, program or certificate entered into, issued or agreed to by Company or Payor, under which Company or Payor furnishes administrative services or other services in support of a health care program for an individual or group of individuals, and which may include access to one or more of Company’s provider networks or vendor arrangements, except those excluded by Carolina Complete.
- 1.8. “Covered Person” means any individual entitled to receive Covered Services pursuant to the terms of a Coverage Agreement.
- 1.9. “Covered Services” means those services and items for which benefits are available and payable under the applicable Coverage Agreement and which are determined, if applicable, to be Medically Necessary.
- 1.10. “Medically Necessary” or “Medical Necessity” shall have the meaning defined in the applicable Coverage Agreement or applicable Regulatory Requirements.
- 1.11. “Participating Provider” means, with respect to a particular Product, any physician, hospital, ancillary, or other health care provider that has contracted, directly or indirectly, with Carolina Complete to provide Covered Services to Covered Persons, that has been approved for participation by Company, and that is designated by Company as a “participating provider” in such Product.
- 1.12. “Payor” means the entity (including Company where applicable) that bears direct financial responsibility for paying from its own funds, without reimbursement from another entity, the cost of Covered Services rendered to Covered Persons under a Coverage Agreement and, if such entity is not Company, such entity contracts, directly or indirectly, with Company for the provision of certain administrative or other services with respect to such Coverage Agreement.
- 1.13. “Payor Contract” means the contract with a Payor, pursuant to which Company furnishes administrative services or other services in support of the Coverage Agreements entered into, issued or agreed to by a Payor, which services may include access to one or more of Company’s provider networks or vendor arrangements, except those excluded by Carolina Complete. The term “Payor Contract” includes Company’s or other Payor’s contract with a governmental authority (also referred to herein as a “Governmental Contract”) under which Company or Payor arranges for the provision of Covered Services to Covered Persons.
- 1.14. “Product” means any program or health benefit arrangement designated as a “product” by Carolina Complete (e.g., Carolina Complete Product, Payor-specific Product, etc.) that is now or hereafter offered by or available from or through Company (and includes the Coverage Agreements that access, or are issued or entered into in connection with such product, except those excluded by Carolina Complete).
- 1.15. “Product Attachment” means an Attachment setting forth requirements, terms and conditions specific or applicable to one or more Products, including certain provisions that must be included in a provider agreement under the Regulatory Requirements, which may be alternatives to, or in addition to, the requirements, terms and conditions set forth in this Agreement or the Provider Manual.
- 1.16. “Provider Manual” means the provider manual and any billing manuals, adopted by Company or Payor which include, without limitation, requirements relating to utilization management, quality management, grievances and appeals, and Product-specific, Payor-specific and State-specific requirements, as may be amended from time to time by Company or Payor.
- 1.17. “Regulatory Requirements” means all applicable federal and state statutes, regulations, regulatory guidance, judicial or administrative rulings, requirements of Governmental Contracts and standards and requirements

of any accrediting or certifying organization, including, but not limited to, the requirements set forth in a Product Attachment.

- 1.18. “State” is defined as the state identified in the applicable Attachment.

ARTICLE II – PRODUCTS AND SERVICES

2.1. Contracted Providers. Provider shall, and shall cause each Contracted Provider, to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Agreement (including the provisions of Schedule A that are applicable to Provider, a Contracted Provider, or their services, and any other Attachments), and the Provider Manual, and fulfill all of the duties, responsibilities and obligations imposed on Provider and Contracted Providers under this Agreement (including each Attachment), and the Provider Manual, in each case, to the same extent as if the Contracted Providers were parties hereto. Provider shall be responsible for any breach of this Agreement by any Contracted Provider.

2.2. Participation in Products. Subject to the other provisions of this Agreement, each Contracted Provider may be identified as a Participating Provider in each Product identified in a Product Attachment designated on Schedule B of this Agreement or added to this Agreement in accordance with Section 2.2 hereof.

2.2.1. Provider shall, at all times during the term of this Agreement, require each of its Contracted Providers to, subject to Company’s approval, participate as Participating Providers in each Product identified in a Product Attachment that is designated on Schedule B to this Agreement or added to this Agreement in accordance with Section 2.2 hereof.

2.2.2. A Contracted Provider may only identify itself as a Contracted Provider for those Products in which the Contracted Provider actually participates as provided in this Agreement. Provider acknowledges that Company or Payor may have, develop or contract to develop various Products or provider networks that have a variety of provider panels, program components and other requirements. No Company or Payor warrants or guarantees that any Contracted Provider: (i) will participate in all or a minimum number of provider panels, (ii) will be utilized by a minimum number of Covered Persons, or (iii) will indefinitely remain a Participating Provider or member of the provider panel for a particular network or Product.

2.2.3. Attached hereto as Schedule C is the initial list of the Contracted Providers as of the Effective Date. Provider shall provide Carolina Complete, from time to time or on a periodic basis as requested by Carolina Complete, with a complete and accurate list containing the names, office telephone numbers, addresses, tax identification numbers, hospital affiliations, specialties and board status (if applicable), State license number, and National Provider Identifier of Contracted Providers and such other information as mutually agreed upon by the Parties, and shall provide Carolina Complete with a list of modifications to such list at least thirty (30) days prior to the effective date of such changes, when possible. Provider shall provide such lists in a manner and format mutually acceptable to the Parties.

2.2.4. Provider may add new providers to this Agreement as Contracted Providers. In such case, Provider shall provide written notice to Carolina Complete of the prospective addition(s), and shall use best efforts to provide such notice at least sixty (60) days in advance of such addition. Provider shall maintain written agreements with each of its Contracted Providers (other than Provider) that require the Contracted Providers to comply with the terms and conditions of this Agreement and that address and comply with the Regulatory Requirements.

2.2.5. If Company desires to add one or more Contracted Providers to an additional Product, Company or Payor, as applicable, will provide advance written notice (electronic or paper) thereof to Provider, along with the applicable Product Attachment and the new Compensation Schedule, if any. The applicable Contracted Providers will not be designated as Participating Providers in such additional Product if Provider opts out of such additional Product by giving Company or Payor, as applicable, written notice of its decision to opt-out within thirty (30) days of Company’s or Payor’s, as applicable, giving of written notice. If Provider timely provides such opt-out

notice, the applicable Contracted Providers will not be considered Participating Providers in such Product. If Provider does not timely provide such opt-out notice, then each applicable Contracted Provider shall be a Participating Provider in such additional Product on the terms and conditions set forth in this Agreement and the applicable Product Attachment.

2.3. Covered Services. Each Contracted Provider shall provide Covered Services described or referenced in the applicable Product Attachment(s) to Covered Persons in those Products in which the Contracted Provider is a Participating Provider, in accordance with this Agreement. Each Contracted Provider shall provide Covered Services to Covered Persons with the same degree of care and skill as customarily provided to patients who are not Covered Persons, within the scope of the Contracted Provider's license and in accordance with generally accepted standards of the Contracted Provider's practice and business and in accordance with the provisions of this Agreement, the Provider Manual, and Regulatory Requirements.

2.4. Provider Manual; Policies and Procedures. Provider and Contracted Providers shall at all times cooperate and comply with the requirements, policies, programs and procedures ("Policies") of Company and Payor, which may be described in the Provider Manual and include, but are not limited to, the following: credentialing criteria and requirements; notification requirements; medical management programs; claims and billing, quality assessment and improvement, utilization review and management, disease management, case management, on-site reviews, referral and prior authorization, and grievance and appeal procedures; coordination of benefits and third party liability policies; carve-out and third party vendor programs; and data reporting requirements. The failure to comply with such Policies could result in a denial or reduction of payment to the Provider or Contracted Provider or a denial or reduction of the Covered Person's benefits. Such Policies do not in any way affect or remove the obligation of Contracted Providers to render care. Carolina Complete shall make the Provider Manual available to Provider and Contracted Providers via one or more designated websites or alternative means as promptly as possible following Carolina Complete's receipt of any and all necessary regulatory review and approval thereof (whether by the North Carolina Department of Health and Human Services, the North Carolina Division of Health Benefits or otherwise); provided, however, that in no event shall Carolina Complete be required to make the Provider Manual available earlier than one hundred and twenty (120) days prior to North Carolina's effective date of the Medicaid managed care program. Upon Provider's reasonable request, Carolina Complete shall provide Provider with a written copy of the Provider Manual. In the event of a material change to the Provider Manual, Carolina Complete will provide Provider with at least sixty (60) days' advance written notice of such change. Such notice may be given by Carolina Complete through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper).

2.5. Credentialing Criteria. Provider and each Contracted Provider shall complete Company's and/or Payor's credentialing and/or recredentialing process as required by Company's and/or Payor's credentialing Policies, and shall at all times during the term of this Agreement meet all of Company's and/or Payor's credentialing criteria. Provider and each Contracted Provider represents, warrants and agrees: (a) that it is currently, and for the duration of this Agreement shall remain: (i) in compliance with all applicable Regulatory Requirements, including licensing laws; (ii) if applicable, accredited by The Joint Commission or the American Osteopathic Association; and (iii) a Medicare participating provider under the federal Medicare program or eligible to enroll as a Medicare participating provider under the federal Medicare program and a Medicaid participating provider under applicable federal and State laws; and (b) that all Contracted Providers and all employees and contractors thereof will perform their duties in accordance with all Regulatory Requirements, as well as applicable national, State and local standards of professional ethics and practice. No Contracted Provider shall provide Covered Services to Covered Persons or identify itself as a Participating Provider unless and until the Contracted Provider has been notified, in writing, by Company that such Contracted Provider has successfully completed Company's credentialing process.

2.6. Eligibility Determinations. Provider or Contracted Provider shall timely verify whether an individual seeking Covered Services is a Covered Person. Company or Payor, as applicable, will make available to Provider and Contracted Providers a method, whereby Provider and Contracted Providers can obtain, in a timely manner, general information about eligibility and coverage. Company or Payor, as applicable, does not guarantee that persons identified as Covered Persons are eligible for benefits or that all services or supplies are Covered Services. If

Company, Payor or its delegate determines that an individual was not a Covered Person at the time services were rendered, such services shall not be eligible for payment under this Agreement. In addition, Company will use reasonable efforts to include or contractually require Payors to clearly display Company's name, logo or mailing address (or other identifier(s) designated from time to time by Company) on each membership card.

2.7. Referral and Preauthorization Procedures. Provider and Contracted Providers shall comply with referral and preauthorization procedures adopted by Company and or Payor, as applicable, prior to referring a Covered Person to any individual, institutional or ancillary health care provider. Except as required by applicable law, failure of Provider and Contracted Providers to follow such procedures may result in denial of payment for unauthorized treatment. Unless otherwise expressly authorized in writing by Company or Payor, Provider and Contracted Providers shall refer Covered Persons only to Participating Providers to provide the Covered Service for which the Covered Person is referred.

2.8. Treatment Decisions. Neither Company, Payor, nor CCHN shall be liable for, or exercise control over, the manner or method by which a Contracted Provider provides items or services under this Agreement. Provider and Contracted Providers understand that determinations of Company, Payor, or CCHN that certain items or services are not Covered Services or have not been provided or billed in accordance with the requirements of this Agreement or the Provider Manual are administrative decisions only. Such decisions do not absolve the Contracted Provider of its responsibility to exercise independent judgment in treatment decisions relating to Covered Persons. Nothing in this Agreement (i) is intended to interfere with Contracted Provider's relationship with Covered Persons, or (ii) prohibits or restricts a Contracted Provider from disclosing to any Covered Person any information that the Contracted Provider deems appropriate regarding health care quality, medical treatment decisions or alternatives.

2.9. Carve-Out Vendors. Provider acknowledges that Company may, during the term of this Agreement, carve-out certain Covered Services from its general provider contracts, including this Agreement, for one or more Products as Company deems necessary or appropriate. Provider and Contracted Providers shall cooperate with and, when medically appropriate, utilize all third party vendors designated by Company for those Covered Services identified by Company from time to time for a particular Product.

2.10. Disparagement Prohibition. Provider, each Contracted Provider and the officers of Company and CCHN (each a "Non-Disparagement Party") shall not disparage any other Non-Disparagement Party during the term of this Agreement or in connection with any expiration, termination or non-renewal of this Agreement. Neither Provider nor Contracted Provider shall interfere with Company's and/or CCHN's direct or indirect contractual relationships including, but not limited to, those with Covered Persons or other Participating Providers. Nothing in this Agreement should be construed as limiting the ability of Carolina Complete, Company, Provider or a Contracted Provider to inform Covered Persons that this Agreement has been terminated or otherwise expired or, with respect to Provider, to promote Provider to the general public or to post information regarding other health plans consistent with Provider's usual procedures, provided that no such promotion or advertisement is specifically directed at one or more Covered Persons. In addition, nothing in this provision should be construed as limiting any Non-Disparagement Party's ability to use and disclose information and data obtained from or about another Non-Disparagement Party, including this Agreement, to the extent determined reasonably necessary or appropriate by such Non-Disparagement Party in connection with its efforts to comply with Regulatory Requirements and to communicate with regulatory authorities.

2.11. Nondiscrimination. Provider and each Contracted Provider will provide Covered Services to Covered Persons without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment (e.g., Medicaid generally or a State-specific health care program), physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991. Provider and Contracted Providers recognize that, as a governmental contractor, Company or Payor may be subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors, and Provider and each Contracted Provider agree to comply with such requirements as described in any applicable Attachment.

2.12. Notice of Certain Events. Provider shall give written notice to Carolina Complete and Payor of: (i) any event of which notice must be given to a licensing or accreditation agency or board; (ii) any change in the status of Provider's or a Contracted Provider's license; (iii) termination, suspension, exclusion or voluntary withdrawal of Provider or a Contracted Provider from any state or federal health care program, including but not limited to Medicaid; or (iv) any final adverse determinations in connection with a lawsuit or claim filed or asserted against Provider or a Contracted Provider alleging professional malpractice involving a Covered Person. In any instance described in subsection (i)-(iii) above, Provider must notify Carolina Complete and Payor in writing within ten (10) days, and in any instance described in subsection (iv) above, Provider must notify Carolina Complete and Payor in writing within thirty (30) days, from the date it first obtains knowledge of any such final adverse determination.

2.13. Use of Name. Provider and each Contracted Provider hereby authorizes each Company and/or Payor to use their respective names, telephone numbers, addresses, specialties, certifications, hospital affiliations (if any), and other descriptive characteristics of their facilities, practices and services for the purpose of identifying the Contracted Providers as "Participating Providers" in the applicable Products. Provider and Contracted Providers may only use the name of the applicable Company or Payor for purposes of identifying the Products in which they participate, and may not use the registered trademark or service mark of Company or Payor without prior written consent.

2.14. Compliance with Regulatory Requirements. Provider, each Contracted Provider and Company agree to carry out their respective obligations under this Agreement and the Provider Manual in accordance with all applicable Regulatory Requirements, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act, as amended, and any regulations promulgated thereunder. If, due to Provider's or Contracted Provider's noncompliance with applicable Regulatory Requirements or this Agreement, sanctions or penalties are imposed on Company, Company may, in its sole discretion, offset such amounts against any amounts due Provider or Contracted Providers from any Company or require Provider or the Contracted Provider to reimburse Company for such amounts.

2.15. Program Integrity Required Disclosures. Provider agrees to furnish to Carolina Complete complete and accurate information necessary to permit Company to comply with the collection of disclosures requirements specified in 42 C.F.R. Part 455 Subpart B or any other applicable State or federal requirements, within such time period as is necessary to permit Company to comply with such requirements. Such requirements include but are not limited to: (i) 42 C.F.R. §455.105, relating to (a) the ownership of any subcontractor with whom Provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request and (b) any significant business transaction between Provider and any wholly owned supplier or subcontractor during the five (5) year period ending on the date of the request; (ii) 42 C.F.R. §455.104, relating to individuals or entities with an ownership or controlling interest in Provider; and (iii) 42 C.F.R. §455.106, relating to individuals with an ownership or controlling interest in Provider, or who are managing employees of Provider, who have been convicted of a crime.

ARTICLE III – CLAIMS SUBMISSION, PROCESSING, AND COMPENSATION

3.1. Claims or Encounter Data Submission. As provided in the Provider Manual and/or Policies, Contracted Providers shall submit to Payor or its delegate claims for payment for Covered Services rendered to Covered Persons. Contracted Provider shall submit encounter data to Payor or its delegate in a timely fashion, which must contain patient data and identifying information, diagnosis and service codes, and provider identifiers, if and as required in the Provider Manual. Payor or its delegate reserves the right to deny payment to the Contracted Provider if the Contracted Provider fails to submit claims for payment or encounter data in accordance with the Provider Manual and/or Policies.

3.2. Compensation. The compensation for Covered Services provided to a Covered Person ("Compensation Amount") will be the appropriate amount under the applicable Compensation Schedule in effect on the date of service for the Product in which the Covered Person participates. Subject to the terms of this Agreement

and the Provider Manual, Provider and Contracted Providers shall accept the Compensation Amount as payment in full for the provision of Covered Services. Subject to the terms of this Agreement, Payor shall pay or arrange for payment of each Clean Claim received from a Contracted Provider for Covered Services provided to a Covered Person in accordance with the applicable Compensation Amount less any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement. Unless Company provides prior written approval to Provider, Provider shall make arrangements for and only accept Compensation Amounts by way of electronic funds transfer via the automated clearing house network (EFT-ACH).

3.3. Financial Incentives. The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any financial incentive for Provider or a Contracted Provider to withhold Covered Services.

3.4. Hold Harmless. Provider and each Contracted Provider agree that in no event, including but not limited to non-payment by a Payor, a Payor's insolvency, or breach of this Agreement, shall Provider or a Contracted Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or person acting on the Covered Person's behalf, other than Payor, for Covered Services provided under this Agreement. This provision shall not prohibit collection of any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement. This provision survives termination or expiration of this Agreement for any reason, will be construed for the benefit of Covered Persons, and supersedes any oral or written agreement entered into between Provider or a Contracted Provider and a Covered Person.

3.5. Recovery Rights. Payor or its delegate shall have the right to immediately offset or recoup any and all amounts owed by Provider or a Contracted Provider to Payor or Company against amounts owed by the Payor or Company to the Provider or Contracted Provider following not less than thirty (30) days' advance written notice to Provider. Such notice will be accompanied by adequate specific information to identify the specific claim and the specific reason for the offset or recoupment. All offsets or recoupments will be made within the two (2) years after the date of the original claim payment unless Payor has a reasonable belief of fraud or other intentional misconduct by Provider, Contracted Provider or their respective agents or the claim involves the receipt of payment for the same service from a government payor. Provider and Contracted Providers agree that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider or a Contracted Provider. If the recoupment is standard in scope, then Payor or its delegate may immediately offset any and all overpayments or payments made in error without prior notice to Provider. "Standard" means those overpayments or payments made in error that are discovered by Payor or its delegate on an individual account review basis. If the recoupment is non-standard in scope, then Payor or its delegate will provide written or electronic notice to Provider before using an offset as a means to recover an overpayment, and will not implement the offset if, within thirty (30) days after the date of the notice, Provider refunds the overpayment or initiates an appeal. The written or electronic notice from the Payor or its delegate shall explain the reason and calculation of the overpayment or payment made in error. "Non-standard" means those overpayments or payments made in error that are discovered by Payor or its delegate during an audit that is being conducted to correct a systemic error. Appeals shall be made pursuant to procedures set forth in the Policies and/or Provider Manual.

ARTICLE IV – RECORDS AND INSPECTIONS

4.1. Records. Each Contracted Provider shall maintain medical, financial and administrative records related to items or services provided to Covered Persons, including but not limited to a complete and accurate permanent medical record for each such Covered Person, in such form and detail as are required by applicable Regulatory Requirements and consistent with generally accepted medical standards.

4.2. Access. Provider and each Contracted Provider shall provide access to their respective books and records to each of the following, including any delegate or duly authorized agent thereof, subject to applicable Regulatory Requirements: (i) Company and Payor, during regular business hours and upon prior notice; (ii)

appropriate State and federal authorities, to the extent such access is necessary to comply with Regulatory Requirements; and (iii) accreditation organizations, to the extent such access is necessary for Carolina Complete to maintain or apply for certain accreditations, as applicable. Provider and each Contracted Provider shall provide copies of such records at no expense to any of the foregoing that may make such request. Each Contracted Provider also shall obtain any authorization or consent that may be required from a Covered Person in order to release medical records and information to Company or Payor or any of their delegates. Company and Payor agree to limit the number of copies of records requested of Provider and each Contracted Provider to the minimum necessary to satisfy the applicable obligation. Provider and each Contracted Provider shall cooperate in and allow on-site inspections of its, his or her facilities and records by any Company, Payor, their delegates, any authorized government officials, and accreditation organizations. Provider and each Contracted Provider shall compile information necessary for the expeditious completion of such on-site inspection in a timely manner.

4.3. Record Transfer. Subject to applicable Regulatory Requirements, each Contracted Provider shall cooperate in the timely transfer of Covered Persons' medical records to any other health care provider, at no charge and when required.

ARTICLE V – INSURANCE AND INDEMNIFICATION

5.1. Insurance. During the term of this Agreement and for any applicable continuation period as set forth in Section 7.3 of this Agreement, Provider and each Contracted Provider shall maintain policies of general and professional liability insurance and other insurance necessary to insure Provider and such Contracted Provider, respectively; their respective employees; and any other person providing services hereunder on behalf of Provider or such Contracted Provider, as applicable, against any claim(s) of personal injuries or death alleged to have been caused or caused by their performance under this Agreement. Such insurance shall include, but not be limited to, any "tail" or prior acts coverage necessary to avoid any gap in coverage. Insurance shall be through a licensed carrier acceptable to Carolina Complete, and in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) annual aggregate unless a lesser amount is accepted by Carolina Complete or where State law mandates otherwise. Provider and each Contracted Provider will provide Carolina Complete with at least fifteen (15) days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon Carolina Complete's request, Provider and each Contracted Provider will furnish Carolina Complete with evidence of such insurance.

5.2. Indemnification by Provider and Contracted Provider. Provider and each Contracted Provider shall indemnify and hold harmless (and at Carolina Complete's request defend) Company, Payor and CCHN and each of their respective officers, directors, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) judgments or obligations (collectively, "Losses") arising from or relating to any negligence, wrongful act or omission, or breach of this Agreement by Provider, a Contracted Provider, or any of their respective officers, directors, agents or employees.

5.3. Indemnification by Carolina Complete. Carolina Complete agrees to indemnify and hold harmless (and at Provider's or CCHN's request (as applicable) defend) Provider, Contracted Providers, CCHN and each of their respective officers, directors, agents and employees from and against any and all Losses arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by Company or its directors, officers, agents or employees.

5.4. Indemnification by CCHN. CCHN agrees to indemnify and hold harmless (and at Provider's or Carolina Complete's request (as applicable) defend) Company, Provider, Contracted Providers and each of their respective officers, directors, agents and employees from and against any and all Losses arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by CCHN or its directors, officers, agents or employees, whether in connection with the performance of its obligations under Section 8.2 or otherwise.

ARTICLE VI – DISPUTE RESOLUTION

6.1. Informal Dispute Resolution. Any dispute between Provider and/or a Contracted Provider, as applicable (the “Provider Party”), and CCHN, Carolina Complete and/or Company, as applicable (including any Company acting as Payor) (the “Administrator Party”), with respect to or involving the performance under, termination of, or interpretation of this Agreement, or any other claim or cause of action hereunder, whether sounding in tort, contract or under statute (a “Dispute”) shall first be addressed by exhausting the applicable procedures in the Provider Manual pertaining to claims payment, credentialing, utilization management, or other programs. If, at the conclusion of these applicable procedures, the Dispute is not resolved to satisfaction of the Provider Party and the Administrator Party, or if there are no applicable procedures in the Provider Manual, then the Provider Party and the Administrator Party shall engage in a period of good faith negotiations between their designated representatives who have authority to settle the Dispute, which negotiations may be initiated by either the Provider Party or the Administrator Party upon written request to the other, provided such request takes place within one year of the date on which the requesting party first had, or reasonably should have had, knowledge of the event(s) giving rise to the Dispute. If the Dispute has not been resolved within sixty (60) days of such request, either the Provider Party or the Administrator Party may, as its sole and exclusive forum for the litigation of the Dispute or any part thereof, initiate arbitration pursuant to Section 6.2 below by providing written notice to the other party.

6.2. Arbitration. If either the Provider Party or the Administrator Party wishes to pursue the Dispute as provided in Section 6.1, such party shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). In no event may any arbitration be initiated more than one (1) year following, as applicable, the end of the sixty (60) day negotiation period set forth in Section 6.1, or the date of notice of termination. Arbitration proceedings shall be conducted by an arbitrator chosen from the National Healthcare Panel at a mutually agreed upon location within the State. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this Agreement, and shall be bound by controlling law. The Parties, CCHN and the Contracted Providers, on behalf of themselves and those that they may now or hereafter represent, agree to and do hereby waive any right to pursue, on a class basis, any Dispute. Each of the Provider Party and the Administrator Party shall bear its own costs and attorneys’ fees related to the arbitration except that the AAA’s Administrative Fees, all Arbitrator Compensation and travel and other expenses, and all costs of any proof produced at the direct request of the arbitrator shall be borne equally by the applicable parties, and the arbitrator shall not have the authority to order otherwise. The existence of a Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Except as hereafter provided, during an arbitration proceeding, each of the Provider Party and the Administrator Party shall continue to perform its obligations under this Agreement pending the decision of the arbitrator. Nothing herein shall bar either the Provider Party or the Administrator Party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement, although such party shall be obligated to file and pursue arbitration at the earliest reasonable opportunity. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Nothing contained in this Article VI shall limit a Party’s right to terminate this Agreement with or without cause in accordance with Section 7.2.

ARTICLE VII – TERM AND TERMINATION

7.1. Term.

7.1.1. This Agreement is effective as of the Effective Date, and will, subject to Section 7.1.2 of this Agreement, remain in effect for an initial term (“Initial Term”) of three (3) year(s), after which it will automatically renew for successive terms of one (1) year each (each a “Renewal Term”), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than one hundred eighty (180) days prior to the end of the then-current term. In addition, either Party may elect to not renew a Contracted Provider’s participation as a Participating Provider in a particular Product for the next Renewal Term, by giving Provider written notice of such non-renewal not less than one hundred eighty (180) days prior to the, as applicable, last day of the Initial Term or applicable Renewal Term; in such event, Provider shall

immediately notify the affected Contracted Provider of such non-renewal. Termination of any Contracted Provider's participation in a particular Product will not have the effect of terminating either this Agreement or the Contracted Provider's participation in any other Product in which the Contract Provider participates under this Agreement.

7.1.2. The Parties and CCHN acknowledge that CCHN has contractually agreed (the "CCHN Agreement") to provide services to Carolina Complete and assist Carolina Complete by facilitating and coordinating the participation of Provider in Carolina Complete as a Participating Provider and performing such obligations as may be delegated to CCHN pursuant to Section 8.2 of this Agreement. In the event that the CCHN Agreement shall be terminated for any reason, the Parties hereby acknowledge and agree that this Agreement shall remain in full force and effect, and without any further action or notice required by or on behalf of any Party, (a) the then current Term of this Agreement shall automatically be extended to continue until the date that is five (5) years from and after the date on which the CCHN Agreement is terminated, after which it will automatically renew for successive terms of one (1) year each in accordance with the provisions set forth in Section 7.1.1 of this Agreement with respect to Renewal Terms; (b) this Agreement shall be deemed to have been amended to remove CCHN as a party hereto and all references to CCHN herein; and (c) in no event shall the termination of the CCHN Agreement modify, amend or otherwise release Provider from its obligation to perform under and comply with the provisions of this Agreement.

7.2. Termination. This Agreement, or the participation of Provider or a Contracted Provider as a Participating Provider in one or more Products, may be terminated or suspended as set forth below. Notwithstanding anything contained herein to the contrary, in no event shall CCHN, whether individually or on behalf of Carolina Complete, have the ability or authority to terminate this Agreement for any reason, whether pursuant to Section 7.1, this Section 7.2 or otherwise.

7.2.1. Upon Notice. This Agreement may be terminated by either Party giving the other Party at least one hundred twenty (120) days prior written notice of such termination. The participation of any Contracted Provider as a Participating Provider in a Product may be terminated by either Party giving the other Party at least one hundred twenty (120) days prior written notice of such termination; in such event, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.2. With Cause. This Agreement, or the participation of any Contracted Provider as a Participating Provider in one or more Products under this Agreement, may be terminated by either Party giving at least ninety (90) days prior written notice of termination to the other Party if such other Party (or the applicable Contracted Provider) is in breach of any material term or condition of this Agreement and such other Party (or the Contracted Provider) fails to cure the breach within the sixty (60) day period immediately following the giving of written notice of such breach. Any notice given pursuant to this Section 7.2.2 must describe the specific breach. In the case of a termination of a Contracted Provider, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.3. Suspension of Participation. Unless expressly prohibited by applicable Regulatory Requirements, Carolina Complete has the right to immediately suspend or terminate the participation of a Contracted Provider in any or all Products by giving written notice thereof to Provider when Carolina Complete determines that (i) based upon available information, the continued participation of the Contracted Provider appears to constitute an immediate threat or risk to the health, safety or welfare of Covered Persons, or (ii) the Contracted Provider's fraud, malfeasance or non-compliance with Regulatory Requirements is reasonably suspected. Provider shall immediately notify the affected Contracted Provider of such suspension. During such suspension, the Contracted Provider shall, as directed by Carolina Complete, discontinue the provision of all or a particular Covered Service to Covered Persons. During the term of any suspension, the Contracted Provider shall notify Covered Persons that his or her status as a Participating Provider has been suspended. Such suspension will continue until the Contracted Provider's participation is reinstated or terminated.

7.2.4. Insolvency. This Agreement may be terminated immediately by a Party giving written notice thereof to the other Party if the other Party is insolvent or has bankruptcy proceedings initiated against it.

7.2.5. Credentialing. The status of a Contracted Provider as a Participating Provider in one or more Products may be terminated immediately by Carolina Complete giving written notice thereof to Provider if the Contracted Provider fails to adhere to Company's or Payor's credentialing criteria, including, but not limited to, if the Contracted Provider (i) loses, relinquishes, or has materially affected its license to provide Covered Services in the State, (ii) fails to comply with the insurance requirements set forth in this Agreement; or (iii) is convicted of a criminal offense related to involvement in any state or federal health care program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any state or federal health care program. Provider shall immediately notify the affected Contracted Provider of such termination. _

7.3. Effect of Termination. After the effective date of termination of this Agreement or a Contracted Provider's participation in a Product, this Agreement shall remain in effect for purposes of those obligations and rights arising prior to the effective date of termination. Upon such a termination, each affected Contracted Provider (including Provider, if applicable) shall (i) continue to provide Covered Services to Covered Persons in the applicable Product(s) during the longer of the ninety (90) day period following the date of such termination or such other period as may be required under any Regulatory Requirements, and, if requested by Company, each affected Contracted Provider (including Provider, if applicable) shall continue to provide, as a Participating Provider, Covered Services to Covered Persons until such Covered Persons are assigned or transferred to another Participating Provider in the applicable Product(s), and (ii) continue to comply with and abide by all of the applicable terms and conditions of this Agreement, including, but not limited to, Section 3.4 (Hold Harmless) hereof, in connection with the provision of such Covered Services during such continuation period. During such continuation period, each affected Contracted Provider (including Provider, if applicable) will be compensated in accordance with this Agreement and shall accept such compensation as payment in full.

7.4. Survival of Obligations. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Sections 2.8, 2.10, 3.2, 3.4, 3.5, 4.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 7.3, 7.4 and Article VIII, survive the expiration or termination of this Agreement.

ARTICLE VIII - MISCELLANEOUS

8.1. Delegation of Obligations. Upon the mutual written agreement of Carolina Complete and CCHN, Carolina Complete may delegate performance of all or any part of its obligations under this Agreement (other than and excluding any of its obligations arising under Article III of this Agreement) to CCHN (each such obligation, a "Delegated Obligation") without notice to or consent of Provider and no such delegation by Carolina Complete shall in any way affect Carolina Complete's rights or relieve Provider of any of its obligations under this Agreement. CCHN hereby acknowledges and agrees that it shall, in connection with the performance of any such Delegated Obligation, be bound by and strictly comply with the terms of this Agreement and shall perform any such Delegated Obligation in good faith. Notwithstanding anything contained herein to the contrary, CCHN shall not perform any obligation on behalf of Carolina Complete unless, and then, only to the extent, such obligation has been expressly delegated to CCHN as provided by this Section 8.1.

8.2. Relationship of Parties. The relationship between or among CCHN, Carolina Complete, Company, Provider, and any Contracted Provider hereunder is that of independent contractors. None of the provisions of this Agreement will be construed as creating any agency, partnership, joint venture, employee-employer, or other relationship. References herein to the rights and obligations of any "Company" under this Agreement are references to the rights and obligations of each Company individually and not collectively. A Company is only responsible for performing its respective obligations hereunder with respect to a particular Product, Coverage Agreement, Payor Contract, Covered Service or Covered Person. A breach or default by an individual Company shall not constitute a breach or default by any other Company, including but not limited to Carolina Complete. Each of Company and CCHN (each an "Unaffiliated Party" and collectively, the "Unaffiliated Parties") acknowledge that references herein to their respective rights and obligations under this Agreement are references to the rights and obligations of each such Unaffiliated Party individually and not of the Unaffiliated Parties collectively. Notwithstanding anything that may be construed herein to the contrary, all such rights and obligations are individual and specific to each Unaffiliated

Party and the reference to one Unaffiliated Party herein in no way imposes any cross-guarantees or joint responsibility or liability on the other Unaffiliated Party. A breach or default hereunder by an Unaffiliated Party shall not constitute a breach or default by the other Unaffiliated Party. CCHN acknowledges and agrees that nothing in this Agreement is intended to supersede, disrupt, interfere or conflict with the CCHN Agreement or any other arrangement or agreement to which CCHN or any of its Affiliates are a party relating to the governance, management and day-to-day operations of Carolina Complete or any of its Affiliates.

8.3. Conflicts Between Certain Documents. If there is any conflict between this Agreement and the Provider Manual, this Agreement will control. In the event of any conflict between this Agreement and any Product Attachment, the Product Attachment will control as to such Product.

8.4. Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated, subcontracted or transferred by Provider without the Carolina Complete's prior written consent; provided, however, Carolina Complete shall, in addition to the rights provided under Section 8.2, have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests under this Agreement or any Attachment to an Affiliate, successor of Carolina Complete, or purchaser of the assets or stock of Carolina Complete, or the line of business or business unit primarily responsible for carrying out Carolina Complete's obligations under this Agreement. CCHN shall not, directly or indirectly, assign, transfer or delegate this Agreement and/or any of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not CCHN is the surviving corporation), operation of law or any other manner, without the prior written consent of Carolina Complete. Any attempted assignment or delegation in violation of this Section 8.4 shall be void.

8.5. Headings. The headings of the sections of this Agreement are inserted merely for the purpose of convenience and do not limit, define, or extend the specific terms of the section so designated.

8.6. Governing Law. The interpretation of this Agreement and the rights and obligations of Carolina Complete, CCHN, Company, Provider and any Contracted Providers hereunder will be governed by and construed in accordance with applicable federal and State laws.

8.7. Third Party Beneficiary. This Agreement is entered into by the Parties for their benefit, as well as, in the case of Carolina Complete, the benefit of Company, and in the case of Provider, the benefit of each Contracted Provider. Except as specifically provided in Section 3.4, Section 5.2, Section 5.3 and/or Section 5.4 hereof, no Covered Person or any other third party, other than Company, will be considered a third party beneficiary of this Agreement.

8.8. Amendment. Except as set forth in Section 7.1.2 and this Section 8.8, this Agreement may be amended only by written agreement of the applicable Parties to whom such amendment directly relates, as determined by Carolina Complete.

8.8.1 Carolina Complete may amend this Agreement by giving the Parties written notice of the amendment to the extent such amendment is deemed necessary or appropriate by Carolina Complete to comply with any Regulatory Requirements. Any such amendment will be deemed accepted by the Parties upon the giving of such notice.

8.8.2 Excluding any amendment to this Agreement contemplated by Section 8.8.1, Carolina Complete may amend this Agreement at any time by giving Provider written notice (electronic or paper) of the proposed amendment. When such an amendment proposes to modify Provider's reimbursement or addresses Covered Services routinely rendered by Provider to Covered Persons, the amendment will be evaluated by Carolina Complete's Medical Affairs and Financial Matters Committees prior to Carolina Complete giving written notice to Provider. Unless Provider notifies Carolina Complete in writing of its objection to such amendment during the thirty (30) day period following the giving of such notice by Carolina Complete, Provider shall be deemed to have accepted the amendment. If Provider objects to any proposed amendment to this Agreement, Carolina Complete may exclude

one or more of the Contracted Providers from being Participating Providers in the Product (or any component program of, or Coverage Agreement in connection with, such Product) to which such amendment relates.

8.9. Entire Agreement. This Agreement, together with any attached or incorporated amendments, schedules, exhibits, attachments and appendices, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between them. All prior or concurrent agreements, promises, negotiations or representations either oral or written, between Carolina Complete and Provider and/or CCHN and Provider, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force or effect.

8.10. Severability. The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other terms or provisions.

8.11. Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective, unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition; provided, however, that (i) no Party shall be permitted to make any such waiver by or on behalf of any other Party; and (ii) CCHN shall not be permitted to waive any term or condition of this Agreement as it relates to any obligation (or the performance thereof) of Provider. The waiver by any Party of the violation of any provision or obligation of this Agreement will not constitute the waiver of any subsequent violation of the same or other provision or obligation.

8.12. Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder is deemed to have been given when such written notice has been personally delivered or deposited in the United States mail, postage paid, or delivered by a service that provides written receipt of delivery, addressed as follows:

To Carolina Complete at:

Attn: President

Carolina Complete Health, Inc.

10101 David Taylor Drive, Suite 300

Charlotte, NC 28262

To Provider at:

Attn: Robin Blackwelder

County of Greene

201 Martin L King Jr Parkway

Snow Hill, NC 28580

robin.blackwelder@colletonsoftware.com

To CCHN at:

Attn:

Carolina Complete Health Network, Inc.

4309 Emperor Boulevard, Suite 430

Durham, NC 27703

or to such other address as such Party may designate in writing. Notwithstanding the previous paragraph, Carolina Complete and CCHN may provide notices to Provider by electronic mail, through its provider newsletter or on its provider website.

8.13. Force Majeure. No Party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of

public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by the employees of such Party, or any other similar cause beyond the reasonable control of such Party.

8.14. Proprietary Information. Each Party is prohibited from, and shall prohibit its Affiliates and Contracted Providers from, disclosing to a third party the substance of this Agreement, or any information of a confidential nature acquired from the other Party (or Affiliate or Contracted Provider thereof) during the course of this Agreement, except to agents of such Party as necessary for such Party's performance under this Agreement, or as required by a Payor Contract or applicable Regulatory Requirements. Provider acknowledges and agrees that all information relating to Company's programs, policies, protocols and procedures is proprietary information, and except for such disclosures as are required by Regulatory Requirements, Provider shall not disclose such information to any person or entity without Carolina Complete's express written consent.

8.15. Authority. The individuals whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement. Provider represents and warrants that it has all legal authority to contract on behalf of and to bind all Contracted Providers to the terms of this Agreement. Provider and each Contracted Provider acknowledges that references herein to the rights and obligations of any "Company" or a "Payor" under this Agreement are references to the rights and obligations of each Company and each Payor individually and not of the Companies or Payors collectively. Notwithstanding anything herein to the contrary, all such rights and obligations are individual and specific to each such Company and each such Payor and the reference to Company or Payor herein in no way imposes any cross-guarantees or joint responsibility or liability by, between or among such individual Companies or Payors. A breach or default by an individual Company or Payor shall not constitute a breach or default by any other Company or Payor, including but not limited to Carolina Complete.

8.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Upon Provider's reasonable written request, Carolina Complete shall provide Provider with a fully executed copy of this Agreement.

* * * * *

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
THAT MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, including all Product Attachments noted on Schedule B, effective as of the date set forth beneath their respective signatures.

CAROLINA COMPLETE:

Carolina Complete Health, Inc.

Authorized Signature:

Print Name:

Title:

Signature Date:

ECM #: 581818

To be completed by Carolina Complete only:

Effective Date: _____, 20

PROVIDER:

County of Greene

(Legibly Print Name of Provider)

Authorized Signature:

Print Name:

Title:

Signature Date:

Tax Identification Number: 566000304

State Medicaid Number:

National Provider Identifier:

CCHN:

Carolina Complete Health Network, Inc.

Authorized Signature:

Print Name:

Title:

Signature Date:

PARTICIPATING PROVIDER AGREEMENT
SCHEDULE A
CONTRACTED PROVIDER-SPECIFIC PROVISIONS

Provider and Contracted Providers shall comply with the applicable provisions of this Schedule A.

1 Hospitals. If Provider or a Contracted Provider is a hospital ("Hospital"), the following provisions apply.

1.1 24 Hour Coverage. Each Hospital shall be available to provide Covered Services to Covered Persons twenty-four (24) hours per day, seven (7) days per week.

1.2 Emergency Care. Each Hospital shall provide Emergency Care (as hereafter defined) in accordance with Regulatory Requirements. The Contracted Provider shall notify Company's medical management department of any emergency room admissions by electronic file sent within twenty-four (24) hours or by the next business day of such admission. "Emergency Care" (or derivative thereof) has, as to each particular Product, the meaning set forth in the applicable Coverage Agreement or Product Attachment. If there is no definition in such documents, "Emergency Care" means inpatient and/or outpatient Covered Services furnished by a qualified provider that are needed to evaluate or stabilize an Emergency Medical Condition. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

1.3 Staff Privileges. Each Hospital shall assist in granting staff privileges or other appropriate access to Company's Participating Providers who are qualified medical or osteopathic physicians, provided they meet the reasonable standards of practice and credentialing standards established by the Hospital's medical staff and bylaws, rules, and regulations.

1.4 Discharge Planning. Each Hospital agrees to cooperate with Company's system for the coordinated discharge planning of Covered Persons, including the planning of any necessary continuing care.

1.5 Credentialing Criteria. Each Hospital shall (a) currently, and for the duration of this Agreement, remain accredited by the Joint Commission or American Osteopathic Association, as applicable; and (b) ensure that all employees of Hospital perform their duties in accordance with all applicable local, State and federal licensing requirements and standards of professional ethics and practice.

1.6 National Committee for Quality Assurance ("NCQA") Accreditation of Carolina Completes Standards. Each Hospital agrees to: i) cooperate with Quality Management and Improvement ("QI") activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use Hospital's performance data.

2 Practitioners. If Provider or Contracted Provider is a physician or other health care practitioner (including physician extenders) ("Practitioner"), the following provisions apply.

2.1 Contracted Professional Qualifications. At all times during the term of this Agreement, Practitioner shall, as applicable, maintain medical staff membership and admitting privileges with at least one hospital that is a Participating Provider ("Participating Hospital") with respect to each Product in which the Practitioner participates. Upon Company's request, Practitioner shall furnish evidence of the foregoing to Company. If Practitioner does not have such admitting privileges, Provider or the Practitioner shall provide Company with a