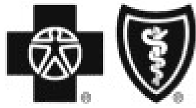

Blue Cross Medicare Advantage (PPO)SM Addendum to the Blue Traditional Network Participating Group Agreement including the Blue Choice PPO Network Addendum Rural Health Clinics

This Blue Cross Medicare Advantage PPO Addendum ("MA PPO Addendum") to the Blue Traditional Network Participating Group Agreement ("Agreement") is made and entered into by and between Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association ("HCSC"), and the undersigned rural health clinic, whose providers are duly licensed by the State of Oklahoma and are authorized to practice as physicians and health care professionals ("Group"). This MA PPO Addendum includes and incorporates all applicable terms and conditions of the Agreement and the Blue Choice PPO Network Addendum ("Blue Choice PPO Addendum") with respect to the provision of Covered Services to MA PPO Members enrolled in MA PPO Plans offered by HCSC or its subsidiaries or affiliates ("The Plan").

As of the date executed, this MA PPO Addendum includes the following:

- ☑ Blue Cross Medicare Advantage (PPO) Addendum for Rural Health Clinics
- ☑ Attachment A, Compensation/Claims Submission for Rural Health Clinics
- ☑ Attachment B, Attestation

The undersigned hereby agree to the terms and conditions contained in this MA PPO Addendum. This MA PPO Addendum shall be effective beginning on ____________________

MANGUM FAMILY CLINIC	BLUE CROSS AND BLUE SHIELD OF OKLAHOMA, A DIVISION OF HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE COMPANY
Name of Group	
____________________	____________________
Authorized Signature	Authorized Signature
____________________	RICK KELLY
Name of Signatory	Name of Signatory
____________________	VICE PRESIDENT HEALTH CARE DELIVERY PROVIDER NETWORK OPERATIONS
Title of Signatory	Title of Signatory
____________________	____________________
Date Signed	Date Signed

RECITALS

WHEREAS, the Parties entered into the Agreement and Blue Choice PPO Addendum to provide Covered Services to The Plan's Members;

WHEREAS, the Parties mutually desire to supplement the Agreement and the Blue Choice PPO Addendum to include the provision of Covered Services to The Plan's PPO Members who are enrolled in MA PPO and Part D Plans (collectively, "MA PPO Members"); and

WHEREAS, CMS requires that specific terms and conditions be incorporated into the agreement between a Medicare Advantage Organization and Provider to comply with the Medicare laws, regulations, and CMS instructions; and

WHEREAS, the Parties agree to supplement the Agreement and the Blue Choice PPO Addendum to include the requirements applicable to MA PPO Providers, as the term is defined below, participating in the MA PPO Provider Network, as the term is defined below.

NOW THEREFORE, in consideration of the terms and conditions set forth in the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

ARTICLE I
DEFINITIONS

All capitalized terms not defined in this MA PPO Addendum shall have the meanings ascribed to them in the Agreement and the Blue Choice PPO Addendum.

1.0 All-Inclusive Rate(s): All-inclusive rate(s) are billed by encounter, which means the calculation of a rate accounts for all of the allowable costs of providing care. This is the opposite of fee-for-service rates, where specific services are billed at specific rates, even if more than one service is provided during an encounter

1.1 Centers for Medicare and Medicaid Services ("CMS"): means the agency within the Department of Health and Human Services that administers the Medicare program.

1.2 CMS Contract: All contracts between CMS and Health Care Service Corporation ("HCSC") or an HCSC Affiliate pursuant to which HCSC or HCSC Affiliates sponsor MA and Part D Plans

1.3 Covered Services: means those Services which are covered under an MA PPO Plan.

1.4 Downstream Entity: has the same definition that in 42 C.F.R. §§ 422.2 and 423.4, which, at the time of execution of this MA PPO Addendum, means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between The Plan and a First-Tier Entity, such as Group. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

1.5 First Tier Entity: has the same definition as in 42 C.F.R. §§ 422.2 and 423.4, which, at the time of execution of this MA PPO Addendum, means any person or entity that enters into a written arrangement with The Plan to provide administrative and/or health care services, including Covered Services, to MA PPO Members.

1.6 HCSC Affiliate: An HCSC affiliate may include any current or future subsidiaries or affiliates of Health Care Service Corporation ("HCSC") that offer or sponsor Medicare plans in certain service areas, either now or at a future date, including but not limited to: HCSC Insurance Services Company ("HISC"); GHS Health Maintenance Organization, Inc. d/b/a BlueLincs HMO ("BlueLincs HMO"); GHS Insurance Company (f/k/a GHS Property and Casualty Insurance Company) ("GHSIC"); Illinois Blue Cross Blue Shield Insurance Company ("ILBCBSIC"); and Texas Blue Cross Blue Shield Insurance Company (f/k/a BCBSTX Government Programs Insurance Company) ("TXBCBSIC") (by whatever name each may be known in the future if different from the name stated herein), and any successor corporation, whether by merger,

consolidation or reorganization. Any reference to HCSC herein shall mean the HCSC Affiliate in those instances where an HCSC Affiliate holds the CMS Contract.

1.7 HHS: means the U.S. Department of Health and Human Services.

1.8 Laws: Any and all applicable laws, rules, regulations, statutes, orders, and standards of the United States of America, the states or any department or agency thereof with jurisdiction over any or all of the Parties, as such laws, rules, regulations, statutes, orders and standards are adopted, amended or issued from time to time. Laws include, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including the HIPAA administrative simplification rules for privacy, security and transaction and code sets at 45 CFR parts 160, 162, and 164; Parts C and D of Title XVIII of the Social Security Act and its implementing regulations, including Parts 422 and 423 of Title 42 of the Code of Federal Regulations; all CMS guidance and instructions relating to the Medicare Advantage and Medicare Prescription Drug Programs; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act; the requirements applicable to individuals and entities receiving federal funds; the federal False Claims Act (31 U.S.C. §3729, et. seq.); any applicable state false claims statute, the federal anti-kickback statute (42 U.S.C. §1320a-7b of the Social Security Act); and the federal regulations prohibiting the offering of beneficiary inducements.

1.9 MA PPO Member: A Medicare Advantage or Part D eligible individual who has enrolled in or elected coverage through an MA PPO Plan offered by The Plan or HCSC.

1.10 MA PPO Provider: means a person or entity that contracts with The Plan to deliver health care services, including Covered Services, to MA PPO Members.

1.11 MA PPO Plan(s): The Blue Cross Medicare Advantage PPO Plan(s) and Part D Plan(s) sponsored by The Plan or HCSC pursuant to the CMS Contract.

1.12 MA PPO Provider Network: means the network of Participating Providers maintained by The Plan to provide Covered Services to MA PPO Members pursuant to the terms of their MA PPO Plan.

1.13 Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

1.14 Medicare Advantage Organization ("MA Organization"): a public or private entity organized and licensed by a state as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

1.15 Medicare Advantage Plan or MA Plan: means a Medicare Advantage Plan sponsored by a Medicare Advantage Organization, as the term is defined in Laws, pursuant to the Medicare Advantage Program.

1.16 Medicare Advantage Program (MA Program): means the Medicare managed care program established and maintained under Laws.

1.17 Medicare Prescription Drug Plan or Part D Plan: means a Medicare prescription drug benefit plan sponsored by a Part D Plan Sponsor, as the term is defined in Laws, pursuant to the Part D Program.

1.18 Medicare Prescription Drug Program ("Part D Program"): means the Medicare prescription drug benefit program established and maintained under Laws.

1.19 Member or Enrollee: a Medicare Advantage or Part D eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization or Part D Plan Sponsor.

1.20 Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery

of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

1.21 Related Entity: means any entity that is related to the MA organization or Part D Sponsor by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than $2500 during the contract period.

ARTICLE II
THE PLAN'S OVERSIGHT AND ACCOUNTABILITY

2.0 Oversight by The Plan: The Parties acknowledge and agree that The Plan shall oversee, and ultimately remain responsible and accountable to CMS for, those functions and responsibilities required of The Plan pursuant to Laws and its CMS Contract. The Plan shall provide ongoing monitoring and oversight of all aspects of Group's performance of its obligations under the Agreement, Blue Choice PPO Addendum and this MA PPO Addendum.

2.1 Cooperation with CMS: The Parties acknowledge and agree that either Party's failure to cooperate with CMS or its designees may result in a referral of The Plan and/or Group to law enforcement and/or implementation of other remedial action by CMS, including, without limitation, imposition of intermediate sanctions.

ARTICLE III
COVERED SERVICES

3.0 Provision of Covered Services: Group Participating Provider shall furnish Covered Services to MA PPO Members and otherwise perform other activities under the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum in a manner consistent and in compliance with the requirements of all Laws; The Plan's contractual obligations under its Medicare Advantage Contract with CMS; all of The Plan's applicable policies, procedures and guidelines, including, but not limited to, The Plan's compliance plan and such policies, procedures and initiatives for combating fraud, waste and abuse; and professionally recognized standards of health care. Group Participating Provider shall ensure that Covered Services are provided to MA PPO Members in a culturally competent manner, including for those MA PPO Members with limited English proficiency and/or reading skills, diverse cultural and ethnic backgrounds, physical disabilities, and mental disabilities. Group Participating Provider shall discuss all treatment options with MA PPO Members, including the option of no treatment, as well as related risks, benefits and consequences of such options. As applicable, Group Participating Provider shall provide to MA PPO Members instructions regarding follow-up care and training regarding self-care.

3.1 Direct Access to Certain Benefits: Group Participating Provider shall comply with all referral and Preauthorization procedures set forth in the Provider section of The Plan's website at www.bcbsok.com, provided that no referral or prior authorization obligations shall be required for or imposed upon a MA PPO Member to obtain (1) a screening mammography, (2) an influenza vaccine, or (3) women who receive routine and preventive Covered Services from an in-network women's health care specialist. In addition, no cost sharing obligation shall be required for or imposed upon a MA PPO Member to obtain an influenza vaccine or a pneumococcal vaccine.

3.2 Availability: Group Participating Provider shall make necessary and appropriate arrangements with other Participating Providers to ensure that Medically Necessary Covered Services are readily available to MA PPO Members twenty-four (24) hours a day, seven (7) days a week.

3.3 Non-Discrimination: Group Participating Provider shall not deny, limit, or condition coverage or the furnishing of health care services or Benefits, including Covered Services, to MA PPO Members based on any factor related to health status, including, but not limited to, medical condition (including mental and/or physical illness or disability), claims experience, receipt of health care, medical history, genetic information, or evidence of insurability (including conditions arising out of acts of domestic violence).

3.4 Advance Directives: Group Participating Provider shall comply with advance directive requirements in accordance with Laws and shall document in a prominent part of each MA PPO Member's current medical record whether or not such individual has executed an advance directive as required by Laws. Group Participating Provider shall not condition the provision of health care services or benefits, including Covered Services, or otherwise discriminate against any MA PPO Member based on whether or not the individual has executed an advance directive.

ARTICLE IV
RECORDS AND FACILITIES

4.0 Maintenance of Records: Group shall maintain adequate operational, financial, and administrative records, medical and prescription records, contracts, books, files and other documentation involving transactions related to the CMS Contract and/or the administration or delivery of Covered Services to MA PPO Members under the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum ("Records"). At minimum, such Records shall be sufficient to enable The Plan to (1) evaluate Group's performance, including accuracy of data submitted to The Plan, and (2) enforce The Plan's rights under the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum and in accordance with Laws.

4.1 Inspection of Records: Group and any Downstream Entities, at Group's sole cost and expense, shall provide The Plan, HHS, the Comptroller General, and/or their authorized designees with direct access to audit, evaluate, collect, and inspect all Records, personnel, physical premises, computer and other electronic systems, and facilities and equipment relating to Group's performance under this MA PPO Addendum, including the provision of Covered Services to MA PPO Members. Such direct access will be provided through ten (10) years from the date of the final term of the CMS Contract period or ten (10) years from the date of completion of any audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or Related Entity, or ten (10) years from the submission of data to CMS to verify for Medical Loss Ratio requirements, whichever is later, or such other time frame as may be required by Laws. Group, at Group's sole cost and expense, will provide all reasonable facilities and assistance for the safety and convenience of the personnel conducting any such auditing, evaluation, collection, and inspection. Group, at Group's sole cost and expense, will provide The Plan with copies of any and all Records audited, evaluated, collected, or inspected, copied, evaluated and/or audited by HHS, the Comptroller General and/or their authorized designees within the timeframe necessary to allow for The Plan's review before production, unless otherwise instructed by the HHS or Comptroller General. Group will notify The Plan immediately by telephone, to be followed with written notice within three (3) business days if it receives any request from HHS, the Comptroller General or their authorized designees for any Records or to inspect Group's premises, physical facilities or equipment or to confer with Group's personnel, and Group will permit The Plan to participate in any such inspection or conference.

ARTICLE V
PRIVACY, SECURITY AND CONFIDENTIALITY

5.0 Protected Health Information: Group shall obtain, analyze, store, transmit and report Protected Health Information, as defined under Laws, in accordance with all Laws. As applicable, Group and any Downstream Entities shall abide by all Laws and The Plan's procedures regarding privacy, confidentiality, and accuracy of MA PPO Members' medical and prescription records and other health and enrollment information, including (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them.

ARTICLE VI
PAYMENT

6.0 Claims Payment: The Plan shall pay Group for Covered Services rendered to MA PPO Members pursuant to this MA PPO Addendum in accordance with Attachment A to this MA PPO Addendum.

6.1 Claims to Federal Government Prohibited: Group shall not request payment for Covered Services provided under the Agreement, the Blue Choice PPO Addendum or this MA PPO Addendum in any form from CMS, HHS, or any other agency of the United States of America or their designees for items and services furnished in accordance with this MA PPO Addendum, except as may be approved in advance by The Plan and CMS.

6.2 Overpayment: Group shall provide notice to The Plan of any overpayment(s) identified by Group, including duplicate payments, within ten (10) calendar days of identifying such overpayment, and, unless otherwise instructed by The Plan in writing, Group shall refund any amounts due to The Plan within thirty (30) calendar days of identifying such overpayment.

6.3 Notwithstanding the provisions above, in the event of any overpayment, duplicate payment, or other payment in excess of that to which Group is entitled for Covered Services furnished to a MA PPO Member under the Agreement, the Blue Choice PPO Addendum and/or this Blue Cross MA PPO Addendum, The Plan may recover the amounts owed by way of offset or recoupment from current or future amounts due from The Plan to Group.

ARTICLE VII
HOLD HARMLESS

7.0 MA PPO Member Hold Harmless: Group hereby agrees that in no event, including, but not limited to, non-payment by The Plan, insolvency of The Plan, or breach of the Agreement, the Blue Choice PPO Addendum or this MA PPO Addendum by The Plan, shall Group bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against MA PPO Members or persons other than The Plan acting on such MA PPO Member's behalf for fees that are the legal obligation of The Plan. This provision shall not prohibit Group from collecting charges for non-Covered Services or cost-sharing obligations for Covered Services imposed on MA PPO Member pursuant to the terms of such MA PPO Member's MA PPO Plan.

Group further agrees that: (1) this provision shall survive the termination of this MA PPO Addendum regardless of the cause giving rise to termination and shall be construed to be for the benefit of the MA PPO Member; and (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Group and the MA PPO Member or persons other than The Plan acting on such MA PPO Member's behalf.

7.1 Dual-Eligible Cost-Sharing: Group agrees that, to the extent Group Participating Provider provides Covered Services to MA PPO Members who are eligible for benefits under both the Medicare and Medicaid Programs ("Dual-Eligible Member"), and unless otherwise instructed by The Plan in writing:

7.1.0 Group shall not bill, charge, collect a deposit from or seek compensation, remuneration or reimbursement from or have any recourse against any Dual-Eligible Member for payment of Medicare Part A and/or Part B cost-sharing when the state Medicaid program is responsible for payment of such amounts; furthermore, Group shall not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under Title XIX if the individual were not enrolled in such a plan.

7.1.1 Group shall accept payment under the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum as payment in full for the Covered Service provided to a Dual-Eligible Member or submit a claim to the state Medicaid source for payment of any cost-sharing amount that is the obligation of the state Medicaid program.

7.2 Dual-Eligible Benefits: Group shall coordinate with The Plan to ensure that Group is informed of Medicare and Medicaid benefits available to Dual-Eligible Members, including cost-sharing obligations of such Dual Eligible Members as well as any applicable eligibility requirements or other rules.

ARTICLE VIII
COMPLIANCE WITH QUALITY IMPROVEMENT AND GRIEVANCE AND APPEAL REQUIREMENTS

8.0 Quality Improvement: Group shall cooperate and comply with The Plan's medical policies as well as MA PPO Plan policies, procedures and programs for quality improvement, performance improvement and medical management, including, as applicable, drug utilization management, medication therapy management, and e-prescribing programs. Such cooperation and compliance shall include, but not be limited to, making all information regarding medical policy, medical management and quality improvement available to The Plan and CMS upon request, and providing to The Plan such data as may be necessary for The Plan to implement and operate any and all quality improvement and medical management programs and credentialing and recredentialing requirements.

8.1 Grievances, Coverage Determinations and Appeals: Group shall cooperate and comply with all requirements of The Plan regarding the processing of MA PPO Member grievances, coverage determinations and appeals relating to such MA PPO Members' MA PPO Plans, including the obligation to provide to The Plan any and all information within the time frame reasonably requested by The Plan to ensure The Plan's compliance with Laws.

ARTICLE IX
DATA COLLECTION

9.0 Data Reporting: Group acknowledges that The Plan collects, analyzes and integrates data relating to the provision of Covered Services to MA PPO Members in order for The Plan to meet its obligations under Laws, including, without limitation, 42 C.F.R. §§ 422.310, 422.516, 423,329, and 423.514, the CMS Contract and The Plan's policies, procedures and programs. Group agrees to provide to The Plan any and all data, without limitation, including encounter data, diagnosis codes, and medical and prescription records, relating to the provision of health care services and benefits, including Covered Services, by Group to MA PPO Members pursuant to the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum as The Plan so requests, and to submit such data to The Plan, or such other party designated by The Plan, in the format and within such time frames as may be prescribed by The Plan. Group agrees that all data Group submits to The Plan under this MA PPO Addendum shall conform to all relevant national standards and to the requirements for equivalent data for Medicare fee-for-service, as applicable.

9.1 Acknowledgement of Data Used to Obtain Payment Under Federal Program: Group acknowledges and agrees that data furnished by Group to The Plan in connection with the provision of Covered Services under the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum will be used by The Plan to obtain payment from CMS under the CMS Contract and to support The Plan's participation in the MA and Part D Programs, including submission of bids for renewal of the CMS Contract in future years and for risk-adjusting MA PPO Plan payments from CMS. Furthermore, Group acknowledges and agrees that The Plan and CMS will rely on the accuracy, completeness and truthfulness of any data Group submits to The Plan under the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum.

9.2 Certification of Data Accuracy: Group shall, upon request by The Plan, have its CEO or CFO or an individual delegated the authority to sign on behalf of one of these officers and who reports directly to such officer, certify to the accuracy, completeness and truthfulness of all data submitted under the Agreement, the Blue Choice PPO Addendum or this MA PPO Addendum in the form and format set out in Attachment B to this MA PPO Addendum.

9.3 Potential Financial Penalties: The Plan reserves the right to adopt, upon notice to Group, a schedule of financial penalties to be imposed on Group, in The Plan's sole discretion, for Group's failure to comply with the terms and conditions of this section.

ARTICLE X
DELEGATION AND SUBCONTRACTING

10.0 <u>Delegation of Activities</u>: The Parties agree that to the extent that The Plan delegates to Group performance of any function, duty, obligation, or responsibility, including reporting responsibilities, imposed on The Plan under the CMS Contract ("Delegated Activity"):

10.0.0 The Delegated Activity shall be set out in writing, and if such Delegated Activity includes credentialing of MA PPO Network Providers and/or selection of MA PPO Network Providers, such written arrangement shall address The Plan's right to review on an ongoing basis, approve and audit Group's credentialing process and/or right to review on an ongoing basis, approve, suspend and terminate such providers, as applicable;

10.0.1 The Plan shall conduct on-going monitoring and review of Group's performance of the Delegated Activity;

10.0.2 Group's performance of the Delegated Activity shall comply with Laws, the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum; and

10.0.3 Such delegation shall be subject to the requirements of Laws.

10.1 <u>Termination of Delegated Activities</u>: The Parties agree that, with respect to any Delegated Activity delegated to Group, CMS and The Plan may revoke the delegation in whole or in part or specify such other remedies as CMS or The Plan, in its reasonable discretion, deems appropriate, where CMS, in its sole discretion, or The Plan, in its reasonable discretion, determine that Group is not performing such Delegated Activity in a satisfactory manner.

10.2 <u>Subcontracting</u>: Group agrees that The Plan may, at its option and in its sole discretion, outsource various functions of its CMS Contract, including but not limited to marketing, claims processing and membership. The Parties acknowledge that all vendors involved in the provision of a Delegated Activity and MA PPO Providers are considered First Tier or Downstream Entities and that all First Tier and Downstream Entities must comply with all Laws, including all provisions contained in this MA PPO Addendum. Any services performed by Group, or any Downstream Entities, shall be performed in accordance with the contractual obligations established between CMS and The Plan and all applicable, professionally recognized standards of health care. Accordingly, Group, as a First-Tier Entity, agrees that it will not contract with any entity ("Subcontractor") to administer or deliver Covered Services to MA PPO Members unless (1) such arrangement is approved by The Plan in writing in advance; (2) such Subcontractor is specifically obligated, through a written agreement between Subcontractor and The Plan or Subcontractor and Group, to comply with all Laws, including all provisions contained in this MA PPO Addendum; and (3) such written arrangement specifically permits The Plan and CMS to suspend or terminate the subcontractor or take such other remedial action as CMS or The Plan, in its reasonable discretion, deems appropriate, upon determination by CMS, in its sole discretion, or The Plan, in its reasonable discretion, that such Subcontractor is not performing the services satisfactorily.

ARTICLE XI
COMPLIANCE, FRAUD, WASTE, AND ABUSE PROGRAM AND REPORTING

11.0 <u>Compliance Program</u>: Group shall implement and maintain a compliance program that, at a minimum, meets the standards for an effective compliance program set forth in Laws, including, without limitation, the Federal Sentencing Guidelines, and that addresses the scope of services under the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum. Such compliance program shall require cooperation with The Plan's compliance plan and policies and shall include, without limitation, the following:

11.0.0 A code of conduct particular to Group that reflects a commitment to preventing, detecting and correcting fraud, waste, and abuse in the administration or delivery of Covered Services to MA PPO Members. The Plan's code of conduct is available upon request.

11.0.1 Compliance training for all employees, Subcontractors, any affiliated party or any Downstream Entity involved in the administration or delivery of Covered Services to MA PPO Members or involved in the provision of Delegated Activities.

11.0.2 Group shall provide general compliance training to employees, Subcontractors, any affiliated party or any Downstream Entity involved in the administration or delivery of Covered Services to MA PPO Members or involved in the provision of Delegated Activities at the time of initial hiring (or contracting) and annually thereafter. Such general compliance training shall address matters related to Group's compliance responsibilities, including, without limitation, (1) Group's code of conduct, applicable compliance policies and procedures, disciplinary and legal penalties for non-compliance, and procedures for addressing compliance questions and issues; (2) Group's obligations to comply with Laws; (3) common issues of non-compliance in connection with the provision of health care services to Medicare beneficiaries; and (4) common fraud, waste and abuse schemes and techniques in connection with the provision of health care services to Medicare beneficiaries.

11.0.3 Group also shall provide specialized compliance training to personnel whose job function directly relates to the administration or delivery of Covered Services to MA PPO Members on issues particular to such personnel's job function. Such specialized training shall be provided (1) upon each individual's initial hire (or contracting); (2) annually; (3) upon any change in the individual's job function or job requirements; and (4) upon Group's determination that additional training is required because of issues of non-compliance.

11.0.4 Group shall maintain records of the date, time, attendance, topics, training materials, and results of all training and related testing. Group shall, upon request, provide to The Plan annually and upon request a written attestation certifying that Group has provided compliance training in accordance with this section. Such training shall be subject to The Plan review/prior approval and shall incorporate those provisions that The Plan determines to be important.

11.0.5 Policies and procedures that promote communication and disclosure of potential incidents of non-compliance or other questions or comments relating to compliance with Laws and Group's compliance and anti-fraud, anti-waste, and anti-abuse initiatives. Such program shall include implementation and publication to Group's directors, officers, employees, agents and contractors of a compliance hotline, which provides for anonymous reporting of issues of non-compliance with Laws or other questions or comments relating to compliance with Laws and Group's anti-fraud, anti-waste, and anti-abuse initiatives;

11.0.6 Annual compliance risk assessments, performed at Group's sole expense. Group shall, upon request, share the results of such assessments with The Plan to the extent any part of the assessment directly or indirectly relates to the Agreement, the Blue Choice PPO Addendum and/or this MA PPO Addendum.

11.0.7 Routine monitoring and auditing of Group's responsibilities and activities with respect to the administration or delivery of Covered Services to MA PPO Members and the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum. Group hereby represents and warrants to The Plan that Group has an adequate work plan in place to perform such monitoring and audit activities. Group shall take corrective action to remedy any deficiencies found as appropriate.

11.0.8 Upon request, provision of a report to The Plan of the activities of Group's compliance program required by this MA PPO Addendum, including, without limitation, reports and investigations, if any, of alleged failures to comply with laws, regulations, the terms and conditions of the CMS Contract, or the Agreement, the Blue Choice PPO Addendum, or this MA PPO Addendum so that The Plan can fulfill its reporting obligations under Laws. Upon request, Group shall provide to The Plan the results of any audits related to the administration or delivery of Covered services to MA PPO Members. Group shall make appropriate personnel available for interviews related to any audit or monitoring activity.

11.1 Incidents of Suspected Non-Compliance, Fraud, Waste or Abuse: Group shall promptly investigate any potential and/or suspected incidents of non-compliance with Laws, fraud, waste, or abuse in connection with the Agreement, the Blue Choice PPO Addendum, this MA PPO Addendum, and/or the administration or delivery of Covered Services to MA PPO Members ("Incident") and report any such Incident to The Plan as soon as reasonably possible, but in no instance later than thirty (30) calendar days after Group becomes aware of such Incident. Such notice to The Plan shall include a statement regarding Group's efforts to conduct a timely, reasonable inquiry into the Incident, proposed or implemented corrective actions in response to the Incident, and any other information that may be relevant to The Plan in making its decision regarding self-reporting of such Incident.

Group shall cooperate with any investigation by The Plan, HHS or its authorized designees relating to such Incident, and Group acknowledges that its failure to cooperate with any such investigation may result in a referral to law enforcement and/or other implementation of corrective actions permitted under Laws.

Group shall cause its Downstream Entities to promptly report to Group, who shall report to The Plan, any Incidents in accordance with this section.

11.2 Compliance Reviews: In addition to any other audits or reviews agreed to pursuant to the Agreement, the Blue Choice PPO Addendum or this MA PPO Addendum, Group shall provide The Plan with access to Group's records, physical premises and facilities, equipment and personnel in order for The Plan, in its sole discretion and at its sole cost and expense, to conduct compliance reviews in connection with the terms of the Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum.

11.3 Conflicts of Interest: Group shall require any manager, officer, director or employee associated with the administration or delivery of Covered Services to MA PPO Members to sign a conflict of interest statement, attestation or certification at the time of hire and annually thereafter certifying that such individual is free from any conflict of interest in administering or delivering Covered Services to MA PPO Members. Group shall supply the form of such statement, attestation or certification to The Plan upon request.

11.4 Exclusion of Certain Individuals: Group certifies that neither Group nor its employees, any Subcontractor, any affiliated party or any Downstream Entity involved in the provision of a Delegated Activity under this MA PPO Addendum has been: (1) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract, (2) listed by a federal governmental agency as debarred, (3) proposed for debarment or suspension or otherwise excluded from federal program participation, (4) 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 (5) within a three (3) year period preceding the date of this MA PPO Addendum, had one or more public transactions (federal, state or local) terminated for cause or default.

Group shall check appropriate databases at least annually to determine whether any of Group's employees, Subcontractors or affiliated parties or Downstream Entities involved in the provision of a Delegated Activity under this MA PPO Addendum have been suspended or excluded from participation in the Medicare Program, any other Federal health care program, state contracts or state medical assistance programs. Databases include, without limitation, the HHS Office of Inspector General List of Excluded Individuals-Entities (http://exclusions.oig.hhs.gov/), the Healthcare Integrity and Protection Data Bank (http://www.npdb-hipdb.hrsa.gov/), and the General Service Administration List of Parties Excluded from Federal Procurement and Non-procurement Programs (https://www.epls.gov/).

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

11.5 Preclusion List: Group agrees, for all services performed on or after January 1, 2020:

11.5.0 MA PPO Members do not have any financial liability for services, items, or drugs furnished. ordered, or prescribed to the MA PPO Member by an MA contracted individual or entity on the Preclusion List, as defined in 42 C.F.R. §422.2 and as described in 42 C.F.R. §422.222;

11.5.1 After the expiration of the sixty (60) day period specified in §422.222, Group will no longer be eligible for payment from The Plan and will be prohibited from pursuing payment from the MA PPO Member as stipulated by the terms of the CMS Contract per 42 C.F.R. § 422.504(g)(1)(iv); and,

11.5.2 Group will hold financial liability for services, items and drugs that are furnished, ordered, or prescribed after this sixty (60) day period, at which point, Group and the MA PPO Member will have already received notification of the preclusion.

ARTICLE XII
OFF-SHORE OPERATIONS

12.0 Group shall not itself nor directly or indirectly through another person or entity, undertake any functions, activities, or services in connection with the Agreement, the Blue Choice PPO Addendum or this MA PPO Addendum, including without limitation, storage of Medicare Member information, outside of the United States of America without the prior written consent of The Plan.

ARTICLE XIII
TERM AND TERMINATION

In addition to the termination provisions in Article VII of the Agreement, the following provisions shall apply to this MA PPO Addendum:

13.0 Term: The Parties agree that this MA PPO Addendum is effective as stated on the cover page of this MA PPO Addendum and shall remain in effect for the duration of the term of the Agreement and the Blue Choice PPO Addendum unless otherwise terminated according to the terms specified herein.

13.1 Termination Upon Termination of CMS Contract: The Parties agree that this MA PPO Addendum is conditioned upon the CMS Contract and shall terminate automatically upon termination of the CMS Contract. The Plan shall, to the extent practical and feasible, undertake commercially reasonable efforts to advise Group in advance of the termination of the CMS Contract.

13.2 Termination Upon CMS Request: The Parties agree that this MA PPO Addendum shall terminate immediately upon the request of CMS.

13.3 Termination Without Cause: Either Party may terminate this MA PPO Addendum without cause by providing the other Party with advance written notice of termination at least ninety (90) days prior to the effective date of such termination.

13.4 Notice of Termination to MA PPO Members: Upon termination of this MA PPO Addendum for any reason, The Plan, and not Group, shall, as required by Laws, notify MA PPO Members treated by Group in the six (6) months prior to the effective date of the termination of this MA PPO Addendum and Group's participation in the MA PPO Network. Group shall cooperate with and assist The Plan in identifying such MA PPO Members.

13.5 Continuation of Benefits: Upon termination of this MA PPO Addendum for any reason, Group shall continue to provide Covered Services to MA PPO Members through the date of such MA PPO Member's discharge or when medically appropriate alternative care is arranged for the MA PPO Member ("Continuation Services"). Such Continuation Services shall be provided in accordance with the terms and conditions of the

Agreement, the Blue Choice PPO Addendum and this MA PPO Addendum, including, but not limited to, the compensation rates and terms set forth herein, unless the Parties otherwise agree in writing.

13.6 Transition of MA PPO Members: Upon either Party's provision of notice of termination of this MA PPO Addendum to the other Party, Group shall cooperate fully with The Plan and The Plan protocols, if any, in the transfer of MA PPO Members to other MA PPO Providers.

The terms of this section shall survive the termination of this MA PPO Addendum.

ARTICLE XIV
CONFLICT AND PREEMPTION

14.0 Conflict: To the extent any provision of this MA PPO Addendum conflicts with any provision in the Agreement or the Blue Choice PPO Addendum, this MA PPO Addendum shall control with respect to the provision of Covered Services or Group's obligation or duty under the Agreement, the Blue Choice PPO Addendum or this MA PPO Addendum as the same relates to MA PPO Members, MA PPO Plans, or the CMS Contract.

14.1 Preemption: The Parties acknowledge and agree that the standards established by the Medicare Advantage Program and Part D Program supersede any state law or regulation, other than state licensing laws or state laws relating to the solvency of sponsors of MA Plans or Part D Plans, with respect to MA PPO Plans.

ARTICLE XV
AMENDMENT DUE TO LEGAL OR REGULATORY CHANGES

15.0 Amendments: The Parties acknowledge and agree that this MA PPO Addendum shall supersede any previous amendment or addendum to the Agreement or the Blue Choice PPO Addendum regarding the subject matter herein. Further, the Parties agree that this MA PPO Addendum shall automatically be amended as necessary to conform to Laws and to include any additional terms and conditions as CMS and/or The Plan may find necessary and appropriate in order to implement and comply with the requirements of Laws, and any such additional or conforming terms and conditions will be considered incorporated herein, as if fully stated, pending formal amendment.

ARTICLE XVI
COUNTERPARTS

16.0 This MA PPO Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

ATTACHMENT A
COMPENSATION/CLAIMS SUBMISSION

COMPENSATION.

Group agrees to accept Group's CMS Interim Rate as payment in full for the provision of a Covered Service to an MA PPO Member. Any applicable cost-sharing amount that is the responsibility of the MA PPO Member pursuant to the terms of such MA PPO Member's MA PPO Plan shall be deducted from this Maximum Reimbursement Allowance.

Group must provide official written notice to The Plan of any modification to Group's CMS Interim Rate upon receipt of the notification letter. Changes to Group's CMS Interim Rate will be applied prospectively beginning no later than thirty (30) days after receipt of the notification from Group and will not be applied retroactively. If notification is not received for a twelve-month period, Group's CMS Interim Rate will revert to the CMS All-Inclusive Rate.

If applicable, services that do not have an All-Inclusive Rate posted on the CMS web site will be reimbursed based upon the applicable MA PPO Plan fee schedule in effect at the time the Covered Service is provided, less any applicable Copayments, Coinsurance or Deductible amounts. Payment of compensation shall be in accordance with MA PPO applicable policies and procedures. Such fees shall be payment in full for services rendered except for applicable Copayments, Coinsurance or Deductible amounts. It is acknowledged by the parties that the fee schedule is not updated at the same time as the CMS reimbursement rate update. Changes to the fee schedule shall be applied prospectively beginning on the effective date of the update and will not be applied retroactively.

Both parties acknowledge and agree that certain reductions to Medicare provider payments are mandated pursuant to the Budget Control Act of 2011 and it's implementing rules, regulations, and guidance as amended from time to time ("Sequestration"). Both parties further acknowledge and agree that additional reductions to Medicare provider payments may be implemented pursuant to similar regulatory authority enacted on or after the effective date of this MA PPO Addendum. Accordingly, both parties agree that the rates payable under this MA PPO Addendum shall be adjusted by the amount proportionally equal to any reductions under Sequestration and such other regulatory authority.

CLAIMS SUBMISSION

Group shall submit complete and properly executed claims for a Covered Service to The Plan or its designee within one hundred eighty (180) calendar days of the date the Covered Service is rendered. If Group fails to submit a claim within one hundred eighty (180) calendar days of the date the Covered Service is rendered, Group forfeits the right to payment from The Plan or MA PPO Member.

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 version of the applicable CMS claim form.

CLAIMS PAYMENT

The Plan shall make payment on a clean claim, as defined in Laws and/or the Provider section of The Plan's website at www.bcbsok.com, to Group within thirty (30) days of The Plan's receipt of such claim.

ATTACHMENT B
ATTESTATION

THIS ATTESTATION SHALL BE COMPLETED ONLY UPON REQUEST BY THE PLAN

______________ acknowledges that the information described below directly affects the calculation of payments to The Plan in connection with its sponsorship of MA PPO Plans pursuant to the CMS Contract and/or additional benefit obligations of The Plan. ______________ acknowledges that misrepresentations to The Plan and/or CMS about the accuracy of such information may result in federal civil action and/or criminal prosecution.

__________________ has reported to The Plan, for transmission to CMS, and for the period of _____ to _____, all ___________________ data requested by The Plan available to _________________ with respect to the MA PPO Plans. Based on best knowledge, information, and belief as of the date indicated below, all information submitted to The Plan and/or CMS via this report is accurate, complete, and truthful.

____
Authorized Signature

____
Indicate title (CEO, CFO, or delegate)

____
on behalf of

____
Name of Group

____
Date