



**BlueCross BlueShield
of Oklahoma**

**BlueLincs HMOSM Network Addendum to the
Blue TraditionalSM Network Participating Group Agreement**

This BlueLincs HMO Network Addendum (“BlueLincs HMO Addendum”) to the Blue Traditional Network Participating Group Agreement (“Agreement”) is made and entered into by and among GHS Health Maintenance Organization, Inc., d/b/a BlueLincs HMO (“BlueLincs HMO”), a Subsidiary 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 medical group, whose members are duly licensed by the State of Oklahoma and authorized to practice as physicians and health care professionals (“Group”). This BlueLincs HMO Addendum includes and incorporates all applicable terms and conditions of the Agreement currently in effect between Group and 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 (“The Plan”).

The undersigned parties hereby agree to the terms and conditions contained in this BlueLincs HMO Addendum. This BlueLincs HMO Addendum shall be effective beginning on _____

MANGUM FAMILY CLINIC

BLUELINC'S HMO, A SUBSIDIARY OF HEALTH
CARE SERVICE CORPORATION, A MUTUAL
LEGAL RESERVE COMPANY

Name of Group

Authorized Signature

Authorized Signature

Name of Signatory

RICK KELLY

Name of Signatory

Title of Signatory

VICE PRESIDENT HEALTH CARE DELIVERY
PROVIDER NETWORK OPERATIONS

Title of Signatory

Date Signed

Date Signed

With respect to BlueLincs HMO Members only, the following terms shall apply:

ARTICLE I DEFINITIONS

- 1.0 BlueLincs HMO Member: A person enrolled and eligible to receive Benefits for Covered Services pursuant to the terms of a Benefit Agreement which requires Covered Services be received from BlueLincs HMO Participating Providers.
- 1.1 BlueLincs HMO Network: Includes all Participating Providers under an agreement with BlueLincs HMO.
- 1.2 BlueLincs HMO Participating Physician: A physician under an agreement with BlueLincs HMO as an independent contractor who is a duly licensed Doctor of Medicine, Osteopathy, or other healing art profession defined and authorized by Oklahoma statutes, licensed to practice medicine, surgery, or other procedures and provide services within the scope of such license, and who is in good standing with the Oklahoma State Board of Medical Licensure and Supervision, Oklahoma Board of Osteopathic Examiners, or other Oklahoma Board of Physician Examiners appropriate to the specified healing art profession.
- 1.3 BlueLincs HMO Participating Primary Care Physician (“BlueLincs HMO PCP”): Family and general practitioners, internists, pediatricians, and others as approved by BlueLincs HMO, who are under an agreement with BlueLincs HMO to be eligible for a BlueLincs HMO Member to choose as a primary care physician.
- 1.4 BlueLincs HMO Participating Provider: A hospital, other health care facility, physician, health care professional or other provider of medical services, equipment or supplies, under an agreement with BlueLincs HMO to provide Covered Services to BlueLincs HMO Members.
- 1.5 Group Participating Primary Care Physician (“Group Participating PCP”): A BlueLincs HMO credentialed physician under an agreement with or employed by Group who is a duly licensed Doctor of Medicine, Osteopathy, or other healing art profession defined and authorized by Oklahoma statutes, licensed to practice in the field of family or general practice, pediatrics or internal medicine, and who is in good standing with the Oklahoma State Board of Medical Licensure and Supervision, Oklahoma Board of Osteopathic Examiners, or other Oklahoma Board of Physician Examiners appropriate to the specified healing art profession.
- 1.6 Maximum Reimbursement Allowance: The amount established by BlueLincs HMO as the maximum amount allowed for Covered Services rendered to BlueLincs HMO Members, as described in Article IV.
- 1.7 Non-Network Provider: Any health care provider not under an agreement with BlueLincs HMO to provide services to BlueLincs HMO Members.
- 1.8 Out of Network Requests: The process BlueLincs HMO Participating Providers follow to obtain authorization from BlueLincs HMO when a BlueLincs HMO Member needs specific Medically Necessary services which are unavailable within his/her network.
- 1.9 Provider Referral: A provider documented referral process that does not require approval by BlueLincs HMO.

ARTICLE II AGREEMENTS OF GROUP

- 2.0 Accept Minimum Number of BlueLincs HMO Members: Group Participating PCPs shall accept new BlueLincs HMO Members until each Group Participating PCP has at least three hundred (300) BlueLincs HMO Members. Notice of intent to close a Group Participating PCP’s practice to new and/or established BlueLincs HMO Members after three hundred (300) BlueLincs HMO Members must be given in writing to BlueLincs HMO at least ninety (90) days prior to Group Participating PCP’s desired effective date.

- 2.1 Accept Reimbursement: Group agrees to accept as payment in full for Covered Services rendered to BlueLincs HMO Members the lesser of Group's Usual Charge or BlueLincs HMO's Maximum Reimbursement Allowance set forth in Article IV and hold BlueLincs HMO Members harmless from any sums in excess of this Maximum Reimbursement Allowance. Group may collect from the BlueLincs HMO Member any amounts for Noncovered Services and the applicable copayment and deductible unless prohibited by law. Until BlueLincs HMO has determined the Maximum Reimbursement Allowance and notified Group of the amount due from the BlueLincs HMO Member, if any, under the BlueLincs HMO Member's Benefit Agreement, Group shall not bill or attempt to collect from the BlueLincs HMO Member any coinsurance amounts. The total amount collected from BlueLincs HMO, or administered accounts, and the BlueLincs HMO Member for copayment, deductible and coinsurance, but not including Noncovered Services, may not exceed the lesser of Group's Usual Charge or BlueLincs HMO's Maximum Reimbursement Allowance. Group agrees to promptly refund to the BlueLincs HMO Member any amounts which may have been collected from the BlueLincs HMO Member in excess of the BlueLincs HMO Member's responsibility as shown on BlueLincs HMO's provider claims summary.
- 2.1.0 Written Waiver: Except where otherwise provided by applicable law, Group shall not bill or attempt to collect from the BlueLincs HMO Member for services denied as not Medically Necessary or Experimental/ Investigational/Unproven unless Group has obtained a Written Waiver prior to rendering services. A Written Waiver cannot be used for Covered Services that The Plan determines are not separately reimbursable.
- 2.2 Account Data: Group shall provide to BlueLincs HMO all identifying information for Group and/or Group Participating Provider, including name, address, phone number, office hours, and tax identification number. At least sixty (60) days' advance notice to BlueLincs HMO is required for changes in account data of Group and/or Group Participating Provider.
- 2.3 BlueLincs HMO Member Acceptance: Group shall accept BlueLincs HMO Members so long as Group is accepting members of other managed care carriers.
- 2.4 BlueLincs HMO Members: Group agrees to extend all Covered Services to BlueLincs HMO Members in accordance with the applicable terms and conditions of the Agreement currently in effect between Group and The Plan.
- 2.5 Call Coverage: Group agrees to provide for Medical Emergency telephone service twenty-four (24) hours a day, seven days a week for BlueLincs HMO Members with Medical Emergency health conditions, including arrangements to assure coverage of a BlueLincs HMO Member/patient after hours, or when Group Participating Provider is otherwise absent, consistent with administrative requirements. Covering arrangement will be with a BlueLincs HMO Participating Physician or Health Care Professional or a physician or health care professional who has otherwise been approved by BlueLincs HMO. It will be the responsibility of Group to notify BlueLincs HMO or to keep BlueLincs HMO informed of covering physician arrangements.
- 2.6 Communication with the BlueLincs HMO PCP: If a Group Participating Provider renders services to a BlueLincs HMO Member for whom the Group Participating Provider is not the BlueLincs HMO PCP, Group agrees to provide a written report of services rendered to the BlueLincs HMO PCP for inclusion in the BlueLincs HMO Member's medical records within fourteen (14) days of completing the course of treatment.
- 2.7 Discontinuing Care: If Group discontinues providing care for a BlueLincs HMO Member, Group will provide the BlueLincs HMO Member and BlueLincs HMO sixty (60) calendar days advance written notice of Group's discontinuance of care, and must continue to provide care for such BlueLincs HMO Member during such sixty (60) calendar day period or until the BlueLincs HMO Member selects a new provider.

- 2.8 Drug Formulary Use: Group agrees to promote the use of the Blue Cross and Blue Shield of Oklahoma Drug Formulary and comply with Prior Authorization when required. The Blue Cross and Blue Shield of Oklahoma Drug Formulary is available in the Provider section of the website at www.bcbsok.com under Pharmacy Program.
- 2.9 Enrollment: All BlueLincs HMO Members will either select or be assigned a BlueLincs HMO PCP to provide primary care services. The following shall apply to Group Participating PCPs:
- 2.9.0 If BlueLincs HMO determines a Group Participating PCP is unable to meet the access standards defined in the Agreement, BlueLincs HMO may limit or terminate the assignment of new enrollment to that Group Participating PCP and may proceed to assign BlueLincs HMO Members to other BlueLincs HMO PCPs as necessary.
- 2.9.1 BlueLincs HMO and Group recognize that a physician/patient relationship is a personal relationship and that circumstances may arise under which relationships between a particular BlueLincs HMO Member and a particular Group Participating PCP may become unsatisfactory to one or the other. In such a case, Group will continue providing service to the BlueLincs HMO Member while accommodating the BlueLincs HMO Member's choice and transition to another Group Participating PCP or BlueLincs HMO PCP.
- 2.10 Health Education Programs: Group agrees to ensure that Group Participating PCPs encourage BlueLincs HMO Member participation in various health education and health maintenance programs offered by and through BlueLincs HMO to promote achieving and maintaining a healthy lifestyle to the BlueLincs HMO Members.
- 2.11 Hold Harmless: As required of all Oklahoma participating providers by the Oklahoma Insurance Department, Group agrees that, in no event, including but not limited to nonpayment by BlueLincs HMO, BlueLincs HMO's insolvency or breach of this BlueLincs HMO Addendum, shall Group bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against BlueLincs HMO Members or persons other than BlueLincs HMO for Covered Services provided pursuant to this BlueLincs HMO Addendum. This provision will not prohibit collection of any applicable copayments or deductible billed in accordance with the terms of the BlueLincs HMO Member's Benefit Agreement.
- Group further agrees that this provision (1) shall survive the termination of this BlueLincs HMO Addendum regardless of the cause giving rise to such termination and shall be construed to be for the benefit of the BlueLincs HMO Members, and (2) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Group and the BlueLincs HMO Member or persons acting on the BlueLincs HMO Member's behalf.
- Group further agrees that any modifications, additions, or deletions to the provisions of this hold-harmless clause shall become effective on a date no earlier than fifteen (15) days after the Oklahoma Insurance Department has received written notice of such proposed changes.
- 2.12 Maintain Staff Privileges: Group agrees to ensure that each Group Participating Physician maintains medical staff privileges at a BlueLincs HMO Participating Hospital. Special consideration will be given to the physician whose specialty does not ordinarily require hospital privileges. Group agrees to notify BlueLincs HMO of any changes in such staff privileges in writing within thirty (30) days. Failure of Group to provide such notice to BlueLincs HMO may result in termination of this BlueLincs HMO Addendum by BlueLincs HMO pursuant to Article XI of the Agreement.
- 2.13 Noncovered Services: In the event that Group Participating Provider shall provide Noncovered Services, Group Participating Provider shall, prior to rendering such Noncovered Services, (a) inform the BlueLincs HMO Member that (1) the service(s) to be provided are not covered; (2) BlueLincs HMO will not pay for or be liable for said services; (3) the BlueLincs HMO Member will be financially liable for such services, and (b) obtain a Written Waiver as defined in the Agreement. Such Written Waiver must specifically

identify the services for which the BlueLincs HMO Member or his or her representative agrees to be financially responsible and must be executed before Group Participating Provider renders such services.

- 2.14 Preventive Care Services: Group agrees to ensure that Group Participating PCPs render preventive care services and health improvement education to BlueLincs HMO Members during each office visit and document such in the BlueLincs HMO Member's records.
- 2.15 Primary Care Services: Group agrees to ensure that Group Participating PCPs provide to BlueLincs HMO Members the full range of primary care services which are Medically Necessary and manage the BlueLincs HMO Member's total health care program. This includes health supervision, basic treatment, initial diagnosis, management of chronic conditions and preventive health services. Group Participating PCPs will also coordinate health care with specialists or institutions when such care is needed, including Prior Authorization of appropriate referrals.
- 2.16 Sanctions for Non-Compliance: Failure of Group to comply with any or all of the provisions of this BlueLincs HMO Addendum may result in nonpayment for services provided and/or termination of this BlueLincs HMO Addendum as provided in Article XI of the Agreement and Article VI of this BlueLincs HMO Addendum. Group may not bill or collect from the BlueLincs HMO Member for the aforementioned services.
- 2.17 Transfer of BlueLincs HMO Members: In order to facilitate continuity of the BlueLincs HMO Member's care, Group agrees to coordinate with BlueLincs HMO when the BlueLincs HMO Member transfers to another provider, including provision of copies of the BlueLincs HMO Member's medical/clinical records, at no charge to BlueLincs HMO or the BlueLincs HMO Member.
- 2.18 Utilization Management: Group agrees to comply with utilization management requirements as set forth in Article V of this BlueLincs HMO Addendum and ensure that Prior Authorization is obtained or verified as required by the BlueLincs HMO Member's Benefit Agreement in accordance with Article V of this BlueLincs HMO Addendum and Article VI of the Agreement.

ARTICLE III AGREEMENTS OF BLUELINCS HMO

- 3.0 Allow Group Participating PCPs to Limit BlueLincs HMO Members: BlueLincs HMO agrees to limit BlueLincs HMO Member selection of Group Participating PCPs to three hundred (300) BlueLincs HMO Members each if so directed by Group. Notice of Group Participating PCP's desire to limit BlueLincs HMO Members must be given to BlueLincs HMO ninety (90) days prior to the desired effective date. Group may not limit BlueLincs HMO Member selection until a minimum of three hundred (300) BlueLincs HMO Members have selected a Group Participating PCP.
- 3.1 Provide BlueLincs HMO Member Listing: Upon request, BlueLincs HMO agrees to furnish Group with an eligibility listing for each Group Participating PCP which shows current BlueLincs HMO Members, level of Benefits, and physician selection.
- 3.2 Reimbursement: BlueLincs HMO agrees to pay Group in accordance with the reimbursement provisions set forth in Article IV to this BlueLincs HMO Addendum for Covered Services provided to the BlueLincs HMO Member as of the effective date of this BlueLincs HMO Addendum. This reimbursement shall be applicable to all services arranged, provided and billed by Group. BlueLincs HMO shall deduct any copayment, deductible or coinsurance amounts required by the applicable Benefit Agreement from payment due to Group.

**ARTICLE IV
MAXIMUM REIMBURSEMENT ALLOWANCES**

4.0 Maximum Reimbursement Allowances: Except as set forth below, the Maximum Reimbursement Allowance for Covered Services rendered to BlueLincs HMO Members shall be as set forth in the Agreement.

4.0.0 Conversion Factors: For Covered Services rendered to BlueLincs HMO Members, the applicable conversion factors are set forth below:

Provider Type	All Codes
Chiropractor, Optometrist & Physician	\$35.00
Anesthesiologist Assistant, Certified Registered Nurse Anesthetist, Nurse Practitioner, Physician Assistant & Psychologist	\$28.86
All Other Health Care Professionals	\$22.60

4.0.1 Anesthesia Rates: For Covered Services rendered to BlueLincs HMO Members, the applicable anesthesia rates are set forth below:

Provider Type	Anesthesia Rate
Physician	\$39.00
Certified Registered Nurse Anesthetist	\$ 33.15
Anesthesiologist Assistant	\$29.64

4.1 BlueLincs HMO Members Over 65: Services for BlueLincs HMO Members age sixty-five (65) and older will be reimbursed at the Medicare fee schedule in effect as of the date of service.

**ARTICLE V
UTILIZATION MANAGEMENT**

5.0 Purpose of the Utilization Management Program: BlueLincs HMO and Group recognize the need to deliver quality health care services in an efficient manner and mutually agree to develop and maintain an appropriate utilization and quality management program for all BlueLincs HMO Members.

5.1 Prior Authorization: Group agrees to ensure the following:

5.1.0 Group Participating PCPs: For Group Participating PCPs, Group agrees to obtain Prior Authorization or ensure that Prior Authorization is obtained in accordance with BlueLincs HMO’s utilization management guidelines and protocols and BlueLincs HMO Member Benefits descriptions. These services may include but are not limited to: all inpatient hospital admissions; certain outpatient services; home health or hospice services; genetic testing; and advanced imaging services. For specific Prior Authorization requirements, Group shall call the number on the back of the BlueLincs HMO Member’s identification card. Group shall follow the process set forth in Article VI of the Agreement to obtain or verify Prior Authorization.

5.1.1 Other Group Participating Providers: When an initial Provider Referral of a BlueLincs HMO Member is made to a Group Participating Provider for a specific diagnosis, Group agrees to obtain Prior Authorization or ensure that Prior Authorization is obtained for any additional services related to the treatment of that diagnosis in accordance with BlueLincs HMO’s utilization management guidelines and protocols and BlueLincs HMO Member Benefits descriptions. These services may include but are not limited to: all inpatient hospital admissions; certain outpatient services; home health or hospice services; genetic testing; and advanced imaging services. For specific Prior Authorization requirements, Group shall call the number on the back of the

BlueLincs HMO Member's identification card. Group shall follow the process set forth in Article VI of the Agreement to obtain or verify Prior Authorization.

5.2 Referral Requirements:

5.2.0 Provider Referrals: Group agrees to the following:

- (a) Group Participating PCPs: Group Participating PCPs shall ensure that all required Provider Referrals and/or Out of Network Requests are completed when such care is needed by a BlueLincs HMO Member. Except in a Medical Emergency or when authorized in advance by BlueLincs HMO, Group Participating PCPs shall refer BlueLincs HMO Members to BlueLincs HMO Participating Providers only.
- (b) Other Group Participating Providers: When an initial Provider Referral of a BlueLincs HMO Member is made to a Group Participating Provider for a specific diagnosis, the Group Participating Provider shall ensure that all subsequent Provider Referrals and/or Out of Network Requests relating to treatment of the diagnosis that led to the initial referral are completed. Except in a Medical Emergency or when authorized in advance by BlueLincs HMO, Group Participating Providers shall refer BlueLincs HMO Members to BlueLincs HMO Participating Providers only.

5.2.1 Out of Network Requests: Group Participating Providers are required to refer BlueLincs HMO Members to BlueLincs HMO Participating Providers unless, in Group Participating Provider's best medical judgment, there is no BlueLincs HMO Participating Provider who can provide the Medically Necessary services needed for a BlueLincs HMO Member. The Group Participating Provider may submit an Out of Network Request when a BlueLincs HMO Member needs Medically Necessary services which are unavailable within his/her network by contacting BlueLincs HMO's Prior Authorization Department as set forth in Article VI of the Agreement. Non-Network Providers must be approved by BlueLincs HMO prior to ordering services on behalf of the BlueLincs HMO Member. The Group Participating Provider shall also provide complete information on authorized care or services to the out of network provider to whom the BlueLincs HMO Member is being referred.

5.3 Other Utilization Review Requirements: Group agrees to work with BlueLincs HMO in conducting utilization review activities to ensure the appropriateness and Medical Necessity of services provided to BlueLincs HMO Members in the following areas:

- 5.3.0 Extended Duration of Services: Hospital or other inpatient stays and extensions of outpatient services in which the patient's duration of services may exceed regional norms for the average duration of services for patients with the same or related conditions.
- 5.3.1 Diagnostic Admissions: Hospital or other inpatient stays in which the patient could have safely and effectively received diagnostic services and treatment without having been admitted.
- 5.3.2 Inpatient Ancillary Services: Hospital or other inpatient stays in which the ancillary services provided to the patient were neither Medically Necessary nor consistent with the patient's diagnosis.
- 5.3.3 Weekend Admissions: Hospital or other inpatient stays in which the patient is admitted on Friday or Saturday or Sunday and receives no active course of treatment over the weekend.
- 5.3.4 Unnecessary Stays or Days: Hospital or other inpatient stays in which the patient receives no active course of treatment throughout part or all of the stay, or any treatment rendered which could have been provided in an outpatient or other setting without jeopardizing the effectiveness of the treatment or the safety of the patient.

- 5.3.5 Quality Assurance: Quality of care assessment using BlueLincs HMO established standards or criteria.
- 5.4 Failure to Comply with Prior Authorization: Failure of Group to comply with BlueLincs HMO's Prior Authorization requirements may result in nonpayment for services provided. As noted in Article XI of the Agreement, BlueLincs HMO reserves the right to terminate this BlueLincs HMO Addendum if Group fails to comply with the utilization review requirements as defined in this Article.
- 5.5 Services Not Medically Necessary: Payment will be denied for services provided by Group that BlueLincs HMO determines to be not Medically Necessary or Experimental/Investigational/Unproven. Such denied charges may not be collected from the BlueLincs HMO Member.

**ARTICLE VI
TERMINATION OF THE BLUELINC'S HMO ADDENDUM**

In addition to the termination provisions in Article XI of the Agreement, the following shall apply to this BlueLincs HMO Addendum:

- 6.0 Contract Period: This BlueLincs HMO Addendum shall be effective as stated on the cover page of this BlueLincs HMO Addendum and shall continue until the earlier of (1) termination of all agreements between Group and The Plan or (2) termination of only this BlueLincs HMO Addendum between Group and BlueLincs HMO in accordance with Article XI of the Agreement.
- 6.1 Enrollment Assignments: In the event either party gives notice of intent to terminate or not to renew this BlueLincs HMO Addendum, BlueLincs HMO may limit or terminate new enrollment assigned to Group Participating PCPs as of the date of the termination notice and may proceed to transfer BlueLincs HMO Members to other BlueLincs HMO Participating Providers.
- 6.2 Notification of BlueLincs HMO Members: In the event Group or a Group Participating PCP or BlueLincs HMO shall terminate participation under this BlueLincs HMO Addendum in accordance with Article XI of the Agreement, BlueLincs HMO shall notify the BlueLincs HMO Members assigned to Group Participating PCPs within thirty (30) days of receipt of the termination notice if applicable.

Refer to cover page for effective date and signatures.