



**BlueCross BlueShield
of Oklahoma**

**NativeBlueSM Network Addendum to the
Blue TraditionalSM Network Participating Group Agreement**

This NativeBlue Network Addendum (“NativeBlue 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 (“The Plan”), and the undersigned (“Group”). This NativeBlue Addendum includes all applicable terms and conditions of the Agreement currently in effect between Group and The Plan.

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

MANGUM FAMILY CLINIC

Name of Group

Authorized Signature

Name of Signatory

Title of Signatory

Date Signed

BLUE CROSS AND BLUE SHIELD OF
OKLAHOMA, A DIVISION OF HEALTH CARE
SERVICE CORPORATION, A MUTUAL LEGAL
RESERVE COMPANY

Authorized Signature

RICK KELLY

Name of Signatory

VICE PRESIDENT HEALTH CARE DELIVERY
PROVIDER NETWORK OPERATIONS

Title of Signatory

Date Signed

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

ARTICLE I DEFINITIONS

- 1.0 Group Participating Primary Care Physician (“Group Participating PCP”): A family or general practitioner, internist, pediatrician, or other as approved by The Plan, who is employed by or under an agreement with Group and eligible for a NativeBlue Member to choose as a primary care physician.
- 1.1 Maximum Reimbursement Allowance: The amount established by The Plan as the maximum allowed amount for Covered Services rendered to NativeBlue Members, as described in Article III.
- 1.2 NativeBlue Member: A Member whose designated network is NativeBlue. All NativeBlue Members are required to be employees or an eligible Member of a Tribal Business Entity.
- 1.3 NativeBlue Participating Primary Care Physician: Family and general practitioners, internists, pediatricians and others as approved by The Plan, who are under an agreement with The Plan to render Covered Services to NativeBlue Members and to be eligible for a NativeBlue Member to choose as a primary care physician.
- 1.4 NativeBlue Participating Provider: A hospital, other health facility, physician, health care professional or other provider of medical services, equipment or supplies, under an agreement with The Plan to render Covered Services to NativeBlue Members.
- 1.5 Tribal Business Entity: An entity that is wholly owned by one or more Federally recognized tribes, as set forth in the Tribal Leaders Directory maintained by the United States Bureau of Indian Affairs. A Tribal Business Entity may be a wholly owned subsidiary of one or more Tribal Business Entities.

ARTICLE II AGREEMENTS OF GROUP

- 2.0 Accept Reimbursement: Group agrees to accept as payment in full for Covered Services rendered to NativeBlue Members the lesser of Group’s Usual Charge or The Plan’s Maximum Reimbursement Allowance set forth in Article III and hold NativeBlue Members harmless from any sums in excess of this Maximum Reimbursement Allowance. Group may collect from the NativeBlue Member any amounts for Noncovered Services and the applicable copayment and deductible unless prohibited by law. Until The Plan has determined the Maximum Reimbursement Allowance and notified Group of the amount due from the NativeBlue Member, if any, under the NativeBlue Member’s Benefit Agreement, Group shall not bill or attempt to collect from the NativeBlue Member any coinsurance amounts. The total amount collected from The Plan, or administered accounts, and the NativeBlue Member for copayment, deductible and coinsurance, but not including Noncovered Services, may not exceed the lesser of Group’s Usual Charge or The Plan’s Maximum Reimbursement Allowance. Group agrees to promptly refund to the NativeBlue Member any amounts which may have been collected from the NativeBlue Member in excess of the NativeBlue Member’s responsibility as shown on The Plan’s provider claims summary.
 - 2.0.0 Written Waiver: Except where otherwise provided by applicable law, Group shall not bill or attempt to collect from the NativeBlue 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.
- 2.1 Call Coverage: Group agrees to provide coverage for NativeBlue Members twenty-four (24) hours per day, seven (7) days per week by a NativeBlue Participating Provider.
- 2.2 Coordinate Health Care: Group shall coordinate the NativeBlue Member’s health care with the NativeBlue Participating Primary Care Physician and/or other specialists or facilities when such care is needed.

- 2.3 Maintain Staff Privileges: Group agrees to ensure that each Group Participating Physician maintains medical staff privileges at a NativeBlue Participating Hospital. Special consideration will be given to the physician whose specialty does not ordinarily require hospital privileges. Group agrees to notify The Plan of any changes in such staff privileges in writing within thirty (30) days. Failure of Group to provide such notice to The Plan may result in termination of this NativeBlue Addendum by The Plan pursuant to Article XI of the Agreement.
- 2.4 Manage Health Care: Group Participating PCP agrees to manage the total health care of the NativeBlue Member. This includes, but is not limited to, health supervision, basic treatment, initial diagnosis, management of chronic conditions and preventive health services.
- 2.5 NativeBlue Member: Group agrees to extend all Covered Services to NativeBlue Members in accordance with the applicable terms and conditions of the Agreement currently in effect between Group and The Plan.
- 2.6 Primary Care Services: Group Participating PCP agrees to personally provide to NativeBlue Members the full range of primary care services which are Medically Necessary.
- 2.7 Utilization Management: Group agrees to cooperate in utilization management activities and ensure that Prior Authorization is obtained or verified for NativeBlue Members who have such requirements in their Benefit Agreement in accordance with Article VI of the Agreement.

**ARTICLE III
MAXIMUM REIMBURSEMENT ALLOWANCES**

- 3.0 The basis for reimbursement for Covered Services provided to NativeBlue Members will be the lesser of Group’s Usual Charge or The Plan’s Maximum Reimbursement Allowance set forth below. Reimbursement shall be made according to The Plan’s medical policies and reimbursement guidelines pertaining to subjects such as multiple surgical procedures, surgical assistance, global surgical services, coding and unbundling.
- 3.1 Maximum Reimbursement Allowances: Maximum Reimbursement Allowances for Covered Services provided to NativeBlue Members shall be based on base Medicare reimbursements, excluding any Medicare adjustments using information on the claim, and multiplied by the applicable percentage set forth in the sections below. Services for which a Medicare reimbursement rate is not available will be reimbursed in accordance with The Plan’s fee schedule in effect as of the date of service. For purposes of this NativeBlue Addendum, the Medicare reimbursement rate only establishes the Maximum Reimbursement Allowance. All provisions of the Agreement remain applicable. The Maximum Reimbursement Allowance will not include any additional payments that may be permitted under the Medicare laws or regulations which are not directly attributable to a specific claim, including but not limited to, disproportionate share and graduate medical education payments. Any changes to the Medicare reimbursement amount will be implemented by The Plan within thirty (30) days after the effective date that such change is implemented by the Centers for Medicaid and Medicare Services, or its successor.
 - 3.1.0 RBRVS: The Maximum Reimbursement Allowances for RBRVS shall be as set forth above in 3.1, except the applicable percentage shall be as set forth in the table below:

Provider Type	Percentage of CMS Physician Allowance
Physicians, Chiropractors & Optometrists	103%
All Other Health Care Professionals	88%

- 3.1.1 Anesthesia: The Maximum Reimbursement Allowances for anesthesia services shall be as set forth above in 3.1, except the applicable percentage shall be as set forth in the table below:

Provider Type	Percentage of CMS Physician Allowance
Physicians, Chiropractors & Optometrists	103%
All Other Health Care Professionals	88%

- 3.1.2 Durable Medical Equipment: The Maximum Reimbursement Allowances for durable medical equipment and supplies shall be as set forth above in 3.1, except the applicable percentage shall be seventy-five percent (75%).
- 3.1.3 Pathology/Laboratory: The Maximum Reimbursement Allowances for pathology/laboratory services shall be as set forth above in 3.1, except the applicable percentage shall be seventy-five percent (75%).
- 3.1.4 Pharmaceutical Products: The Maximum Reimbursement Allowances for pharmaceutical products shall be as set forth above in 3.1, except the applicable percentage shall be one hundred percent (100%).
- 3.2 Discontinued or Unrecognized Codes: If Centers for Medicare and Medicaid Services ("CMS") does not recognize or reimburse for a specific code or discontinues use of a specific code, The Plan may not reimburse for the unrecognized or discontinued code or The Plan may reimburse in accordance with The Plan's fee schedule in effect as of the date of service. The Plan may also make a determination to bundle services or pay for services using an alternative or more specific code.
- 3.3 Rounding: If any calculation set forth in Article III results in numbers positioned more than two (2) places to the right of the decimal, The Plan will round to the nearest penny.
- 3.4 Written Report: The Plan will not reimburse, nor may Group collect from the NativeBlue Member, any amounts for Professional Services unless such services have been rendered to an identifiable individual patient and are supported by a written report.

ARTICLE IV TERM AND TERMINATION

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

- 4.0 Contract Period: This NativeBlue Addendum shall be effective as stated on the cover page of this NativeBlue Addendum and shall continue until the earlier of (1) termination of all agreements between Group and The Plan or (2) termination of only this NativeBlue Addendum between Group and The Plan in accordance with the termination provisions of the Agreement.
- 4.1 Termination by The Plan: In addition to termination pursuant to Contract Period, in the event The Plan determines that applicable laws, rules, regulations, statutes, orders, or standards, as are adopted, amended, or issued from time to time, of the United States of America, the states or any department or agency thereof, including but not limited to the Centers for Medicare and Medicaid Services and the Indian Health Service ("Laws"), render material obligations of this NativeBlue Addendum or the NativeBlue plans unenforceable or commercially unreasonable, or require additional material obligations in order to implement and comply with the requirements of such Laws, then The Plan may terminate this NativeBlue

Addendum upon notice to Group as soon as is feasible but in no event less than ninety (90) days prior to the effective date of the termination.

Refer to cover page for effective date and signatures.