



**Blue Cross Medicare Advantage (HMO)<sup>SM</sup> Addendum  
to the BlueLincs HMO<sup>SM</sup> Network Addendum to the  
Blue Traditional Network Participating Group Agreement**

This Blue Cross Medicare Advantage HMO Addendum (“MA HMO Addendum”) to the 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 HCSC’s subsidiaries and affiliates, and the undersigned medical group, whose members are duly licensed by the State of Oklahoma and authorized to practice as a physician or health care professional (“Group”). This MA HMO Addendum supplements and amends the terms of the BlueLincs HMO Addendum and Agreement with respect to the provision of Covered Services to MA HMO Members enrolled in MA HMO Plans as the term is defined below.

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

- Blue Cross Medicare Advantage (HMO) Addendum for Groups
- Attachment A, Compensation/Claims Submission
- Attachment B, Attestation

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

Mangum Regional Medical Center

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

## RECITALS

WHEREAS, the Parties entered into the Agreement and BlueLincs HMO Addendum to provide Covered Services to BlueLincs HMO Members;

WHEREAS, the Parties mutually desire to supplement and amend the BlueLincs HMO Addendum to include the provision of Covered Services to BlueLincs HMO Members who are enrolled in MA HMO and Part D Plans (collectively, "MA HMO 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 and amend the BlueLincs HMO Addendum to include the requirements applicable to BlueLincs HMO Network Providers, as the term is defined below, participating in the MA HMO Network, as the term is defined below.

NOW THEREFORE, in consideration of the terms and conditions set forth in the Agreement, the BlueLincs HMO Addendum and this MA HMO 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 HMO Addendum shall have the meanings ascribed to them in the Agreement and the BlueLincs HMO Addendum.

- 1.0 Centers for Medicare and Medicaid Services ("CMS"): means the agency within the Department of Health and Human Services that administers the Medicare program.
- 1.1 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
- 1.2 Covered Services: means those Services which are covered under an MA HMO Plan.
- 1.3 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 HMO 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 BlueLincs HMO 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.
- 1.4 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 HMO Addendum, means any person or entity that enters into a written arrangement with BlueLincs HMO to provide administrative and/or health care services, including Covered Services, to MA HMO Members.
- 1.5 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.

- 1.6 HHS: means the U.S. Department of Health and Human Services.
- 1.7 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.
- 1.8 MA HMO Member: A Medicare Advantage or Part D eligible individual who has enrolled in or elected coverage through an MA HMO Plan offered by BlueLincs HMO or HCSC.
- 1.9 MA HMO Provider: means a person or entity that contracts with BlueLincs HMO to deliver health care services, including Covered Services, to MA HMO Members.
- 1.10 MA HMO Plan(s): The Blue Cross Medicare Advantage HMO Plan(s) and Part D Plan(s) sponsored by BlueLincs HMO or HCSC pursuant to the CMS Contract.
- 1.11 MA HMO Network: means the network of Participating Providers maintained by BlueLincs HMO to provide Covered Services to MA HMO Members pursuant to the terms of their MA HMO Plan.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 Medicare Advantage Program (MA Program): means the Medicare managed care program established and maintained under Laws.
- 1.16 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.
- 1.17 Medicare Prescription Drug Program (“Part D Program”): means the Medicare prescription drug benefit program established and maintained under Laws.
- 1.18 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.
- 1.19 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.

- 1.20 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 BLUELINGS HMO OVERSIGHT AND ACCOUNTABILITY**

- 2.0 Oversight by BlueLincs HMO: The Parties acknowledge and agree that BlueLincs HMO shall oversee, and ultimately remain responsible and accountable to CMS for, those functions and responsibilities required of BlueLincs HMO pursuant to Laws and its CMS Contract. BlueLincs HMO shall provide ongoing monitoring and oversight of all aspects of Group's performance of its obligations under the Agreement, BlueLincs HMO Addendum and this MA HMO 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 BlueLincs HMO 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 HMO Members and otherwise perform other activities under the Agreement, the BlueLincs HMO Addendum and this MA HMO Addendum in a manner consistent and in compliance with the requirements of all Laws; BlueLincs HMO's contractual obligations under its Medicare Advantage Contract with CMS; all applicable BlueLincs HMO policies, procedures and guidelines, including, but not limited to, BlueLincs HMO'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 HMO Members in a culturally competent manner, including for those MA HMO 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 HMO 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 HMO 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 BlueLincs HMO's website at [www.bcbsok.com](http://www.bcbsok.com), provided that no referral or prior authorization obligations shall be required for or imposed upon a MA HMO 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 HMO 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 HMO 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 HMO 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 HMO 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 HMO 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 HMO Members under the Agreement, the BlueLincs HMO Addendum and this MA HMO Addendum ("Records"). At minimum, such Records shall be sufficient to enable BlueLincs HMO to (1) evaluate Group's performance, including accuracy of data submitted to BlueLincs HMO, and (2) enforce BlueLincs HMO's rights under the Agreement, the BlueLincs HMO Addendum and this MA HMO 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 BlueLincs HMO, 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 HMO Addendum, including the provision of Covered Services to MA HMO 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 BlueLincs HMO 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 BlueLincs HMO's review before production, unless otherwise instructed by the HHS or Comptroller General. Group will notify BlueLincs HMO 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 BlueLincs HMO 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 BlueLincs HMO procedures regarding privacy, confidentiality, and accuracy of MA HMO 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: BlueLincs HMO shall pay Group for Covered Services rendered to MA HMO Members pursuant to this MA HMO Addendum in accordance with Attachment A to this MA HMO Addendum.
- 6.1 Claims to Federal Government Prohibited: Group shall not request payment for Covered Services provided under the Agreement, the BlueLincs HMO Addendum or this MA HMO 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 HMO Addendum, except as may be approved in advance by BlueLincs HMO and CMS.
- 6.2 Overpayment: Group shall provide notice to BlueLincs HMO of any overpayment(s) identified by Group, including duplicate payments, within ten (10) calendar days of identifying such overpayment, and, unless otherwise instructed by BlueLincs HMO in writing, Group shall refund any amounts due to BlueLincs HMO 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 HMO Member under the Agreement, the BlueLincs HMO Addendum and/or this MA HMO Addendum, BlueLincs HMO may recover the amounts owed by way of offset or recoupment from current or future amounts due from BlueLincs HMO to Group.

**ARTICLE VII  
HOLD HARMLESS**

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

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

- 7.1 Dual-Eligible Cost-Sharing: Group agrees that, to the extent Group Participating Provider provides Covered Services to MA HMO Members who are eligible for benefits under both the Medicare and Medicaid Programs ("Dual-Eligible Member"), and unless otherwise instructed by BlueLincs HMO 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 BlueLincs HMO Addendum and this MA HMO 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 BlueLincs HMO 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 BlueLincs HMO medical policies as well as MA HMO 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 BlueLincs HMO and CMS upon request, and providing to BlueLincs HMO such data as may be necessary for BlueLincs HMO 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 BlueLincs HMO regarding the processing of MA HMO Member grievances, coverage determinations and appeals relating to such MA HMO Members' MA HMO Plans, including the obligation to provide to BlueLincs HMO any and all information within the time frame reasonably requested by BlueLincs HMO to ensure BlueLincs HMO's compliance with Laws.

#### ARTICLE IX DATA COLLECTION

- 9.0 Data Reporting: Group acknowledges that BlueLincs HMO collects, analyzes and integrates data relating to the provision of Covered Services to MA HMO Members in order for BlueLincs HMO 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 BlueLincs HMO policies, procedures and programs. Group agrees to provide to BlueLincs HMO 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 HMO Members pursuant to the Agreement, the BlueLincs HMO Addendum and this MA HMO Addendum as BlueLincs HMO so requests, and to submit such data to BlueLincs HMO, or such other party designated by BlueLincs HMO, in the format and within such time frames as may be prescribed by BlueLincs HMO. Group agrees that all data Group submits to BlueLincs HMO under this MA HMO 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 BlueLincs HMO in connection with the provision of Covered Services under the Agreement, the BlueLincs HMO Addendum and this MA HMO Addendum will be used by BlueLincs HMO to obtain payment from CMS under the CMS Contract and to support BlueLincs HMO'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 HMO Plan payments from CMS. Furthermore, Group acknowledges and agrees that BlueLincs HMO and CMS will rely on the accuracy, completeness and truthfulness of any data Group submits to BlueLincs HMO under the Agreement, the BlueLincs HMO Addendum and this MA HMO Addendum.
- 9.2 Certification of Data Accuracy: Group shall, upon request by BlueLincs HMO, 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 BlueLincs HMO Addendum or this MA HMO Addendum in the form and format set out in Attachment B to this MA HMO Addendum.

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

## **ARTICLE X DELEGATION AND SUBCONTRACTING**

- 10.0 Delegation of Activities: The Parties agree that to the extent that BlueLincs HMO delegates to Group performance of any function, duty, obligation, or responsibility, including reporting responsibilities, imposed on BlueLincs HMO 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 HMO Network Providers and/or selection of MA HMO Network Providers, such written arrangement shall address BlueLincs HMO'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 BlueLincs HMO 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 BlueLincs HMO Addendum and this MA HMO Addendum; and

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

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

- 10.2 Subcontracting: Group agrees that BlueLincs HMO 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 HMO 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 HMO Addendum. Any services performed by Group, or any Downstream Entities, shall be performed in accordance with the contractual obligations established between CMS and BlueLincs HMO 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 HMO Members unless (1) such arrangement is approved by BlueLincs HMO in writing in advance; (2) such Subcontractor is specifically obligated, through a written agreement between Subcontractor and BlueLincs HMO or Subcontractor and Group, to comply with all Laws, including all provisions contained in this MA HMO Addendum; and (3) such written arrangement specifically permits BlueLincs HMO and CMS to suspend or terminate the subcontractor or take such other remedial action as CMS or BlueLincs HMO, in its reasonable discretion, deems appropriate, upon determination by CMS, in its sole discretion, or BlueLincs HMO, 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 Compliance Program: 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 BlueLincs HMO Addendum and this MA HMO Addendum. Such compliance program shall require cooperation with BlueLincs HMO'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 HMO Members. BlueLincs HMO'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 HMO 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 HMO 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 HMO 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 BlueLincs HMO 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 BlueLincs HMO review/prior approval and shall incorporate those provisions that BlueLincs HMO 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 BlueLincs HMO to the extent any part of the assessment directly or indirectly relates to the Agreement, the BlueLincs HMO Addendum and/or this MA HMO 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 HMO Members and the Agreement, the BlueLincs HMO Addendum and this MA HMO Addendum. Group hereby represents and warrants to BlueLincs HMO 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 BlueLincs HMO of the activities of Group's compliance program required by this MA HMO 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 BlueLincs HMO Addendum, or this MA HMO Addendum so that BlueLincs HMO can fulfill its reporting obligations under Laws. Upon request,

Group shall provide to BlueLincs HMO the results of any audits related to the administration or delivery of Covered services to MA HMO 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 BlueLincs HMO Addendum, this MA HMO Addendum, and/or the administration or delivery of Covered Services to MA HMO Members (“Incident”) and report any such Incident to BlueLincs HMO 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 BlueLincs HMO 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 BlueLincs HMO in making its decision regarding self-reporting of such Incident.

Group shall cooperate with any investigation by BlueLincs HMO, 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 BlueLincs HMO, 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 BlueLincs HMO Addendum or this MA HMO Addendum, Group shall provide BlueLincs HMO with access to Group’s records, physical premises and facilities, equipment and personnel in order for BlueLincs HMO, in its sole discretion and at its sole cost and expense, to conduct compliance reviews in connection with the terms of the Agreement, the BlueLincs HMO Addendum and this MA HMO 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 HMO 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 HMO Members. Group shall supply the form of such statement, attestation or certification to BlueLincs HMO 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 HMO 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 HMO 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 HMO 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 BlueLincs HMO 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 HMO Addendum may be grounds for immediate termination of this MA HMO Addendum, at the sole discretion of BlueLincs HMO.

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

11.5.0 MA HMO Members do not have any financial liability for services, items, or drugs furnished, ordered, or prescribed to the MA HMO 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 BlueLincs HMO and will be prohibited from pursuing payment from the MA HMO 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 HMO 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 BlueLincs HMO Addendum or this MA HMO Addendum, including without limitation, storage of Medicare Member information, outside of the United States of America without the prior written consent of BlueLincs HMO.

## **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 HMO Addendum:

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

13.1 Termination Upon Termination of CMS Contract: The Parties agree that this MA HMO Addendum is conditioned upon the CMS Contract and shall terminate automatically upon termination of the CMS Contract. BlueLincs HMO 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 HMO Addendum shall terminate immediately upon the request of CMS.

13.3 Termination Without Cause: Either Party may terminate this MA HMO 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 HMO Members: Upon termination of this MA HMO Addendum for any reason, BlueLincs HMO, and not Group, shall, as required by Laws, notify MA HMO Members treated by Group in the six (6) months prior to the effective date of the termination of this MA HMO Addendum and Group's participation in the MA HMO Network. Group shall cooperate with and assist BlueLincs HMO in identifying such MA HMO Members.

- 13.5 Continuation of Benefits: Upon termination of this MA HMO Addendum for any reason, Group shall continue to provide Covered Services to MA HMO Members through the date of such MA HMO Member's discharge or when medically appropriate alternative care is arranged for the MA HMO Member ("Continuation Services"). Such Continuation Services shall be provided in accordance with the terms and conditions of the Agreement, the BlueLincs HMO Addendum and this MA HMO 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 HMO Members: Upon either Party's provision of notice of termination of this MA HMO Addendum to the other Party, Group shall cooperate fully with BlueLincs HMO and BlueLincs HMO protocols, if any, in the transfer of MA HMO Members to other MA HMO Providers.

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

#### **ARTICLE XIV CONFLICT AND PREEMPTION**

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

#### **ARTICLE XV AMENDMENT DUE TO LEGAL OR REGULATORY CHANGES**

- 15.0 Amendments: The Parties acknowledge and agree that this MA HMO Addendum shall supersede any previous amendment or addendum to the Agreement or the BlueLincs HMO Addendum regarding the subject matter herein. Further, the Parties agree that this MA HMO Addendum shall automatically be amended as necessary to conform to Laws and to include any additional terms and conditions as CMS and/or BlueLincs HMO 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 HMO 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 as payment in full for the provision of a Covered Service to a MA HMO Member the lesser of (1) billed charges, or (2) one hundred percent (100%) of the reimbursement rate posted on the Centers for Medicare and Medicaid Services (CMS) web site ([www.cms.hhs.gov](http://www.cms.hhs.gov)) for all procedures for which CMS has a reimbursement rate in effect at the time the Covered Service is provided, less any applicable cost-sharing amount that is the responsibility of the MA HMO Member pursuant to the terms of such MA HMO Member's MA HMO Plan. Services that do not have a reimbursement rate posted on the CMS web site will be reimbursed based upon the applicable MA HMO 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 HMO 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 its 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 HMO Addendum. Accordingly, both parties agree that the rates payable under this MA HMO 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 BlueLincs HMO 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 BlueLincs HMO or MA HMO 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**

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

**ATTACHMENT B  
ATTESTATION**

THIS ATTESTATION SHALL BE COMPLETED ONLY UPON REQUEST BY BLUELINCS HMO

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

\_\_\_\_\_ has reported to BlueLincs HMO, for transmission to CMS, and for the period of \_\_\_\_\_ to \_\_\_\_\_, all \_\_\_\_\_ data requested by BlueLincs HMO available to \_\_\_\_\_ with respect to the MA HMO Plans. Based on best knowledge, information, and belief as of the date indicated below, all information submitted to BlueLincs HMO 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