



**BlueCross BlueShield  
of Oklahoma**

## **BlueLincs HMO Network Addendum to the Participating Ancillary Provider Agreement**

This BlueLincs HMO Network Addendum (the “BlueLincs Addendum”) to the Participating Ancillary Provider Agreement (the “Agreement”) is made and entered into by and among GHS Health Maintenance Organization, Inc., d/b/a BlueLincs HMO (“BlueLincs”), 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 (“Ancillary Provider”). This BlueLincs Addendum includes all applicable terms and conditions of the Agreement currently in effect between Ancillary Provider 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”).

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

BlueLincs HMO Network Addendum for Ancillary Providers

OKANCBL 01-01-14

The undersigned hereby agree to the terms and conditions contained in this BlueLincs Addendum. This BlueLincs Addendum shall be effective beginning the first day of the month following execution by The Plan.

**BLUELINCS HMO, A SUBSIDIARY OF HEALTH  
CARE SERVICE CORPORATION, A MUTUAL  
LEGAL RESERVE COMPANY**

\_\_\_\_\_  
Name of Ancillary Provider

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature

**JOSEPH R. CUNNINGHAM, M.D.**  
\_\_\_\_\_  
Name of Signatory

**DIVISIONAL SENIOR VP HEALTH CARE  
DELIVERY, AND CHIEF MEDICAL OFFICER**  
\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Date Signed

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

#### **ARTICLE I – DEFINITIONS**

- 1.0 BlueLincs: A Health Maintenance Organization and subsidiary of Health Care Service Corporation, a Mutual Legal Reserve Company.
- 1.1 BlueLincs Member: A person enrolled and eligible to receive benefits for Covered Services pursuant to the terms of a Benefit Agreement which references Participating Providers.
- 1.2 BlueLincs Network: Includes all BlueLincs individually contracted and credentialed Participating Providers.
- 1.3 BlueLincs Service Area: A specific geographic area authorized for BlueLincs operations as defined by state and federal regulations. More information is available online at [www.bcbsok.com](http://www.bcbsok.com).
- 1.4 Health Maintenance Organization (“HMO”): A legal entity which arranges for the delivery of basic and supplemental health services to its BlueLincs Members on a prepaid basis in a manner prescribed by law.
- 1.5 Participating Provider: A hospital, other health facility, physician, health care professional or other provider of medical services, equipment or supplies, under an agreement with BlueLincs to provide Covered Services to BlueLincs Members.

#### **ARTICLE II – AGREEMENTS OF ANCILLARY PROVIDER**

- 2.0 Accept Reimbursement: Ancillary Provider agrees to accept as payment in full the lesser of Ancillary Provider’s charges for Covered Services or BlueLincs’ Maximum Reimbursement Allowance described in Attachment C to the Agreement. Until BlueLincs has determined the Maximum Reimbursement Allowance and notified Ancillary Provider of the amount due from the BlueLincs Member, if any, under the BlueLincs Member’s Benefit Agreement, Ancillary Provider shall not bill or attempt to collect from the BlueLincs Member any coinsurance amounts. Ancillary Provider may collect deductibles, copayments, or amounts for Noncovered Services unless prohibited by law. The total amount collected from BlueLincs, or administered accounts, and the BlueLincs Member for deductible, copayment, and coinsurance, but not including Noncovered Services, may not exceed the lesser of Ancillary Provider’s charges for Covered Services or BlueLincs’ Maximum Reimbursement Allowance. Ancillary Provider shall not bill or attempt to collect from BlueLincs Member for Ancillary Services denied as not Medically Necessary or Experimental/Investigational/Unproven unless Ancillary Provider has obtained a Written Waiver prior to rendering services. (A Written Waiver is not required for services rendered by ambulance transport providers or laboratory providers.) Ancillary Provider shall refund to the BlueLincs Member any amounts which may have been collected from the BlueLincs Member in excess of the BlueLincs Member’s responsibility as shown on BlueLincs’ Explanation of Claims Submission when issued.
- 2.1 BlueLincs Members: Ancillary Provider 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 Ancillary Provider and The Plan.
- 2.2 Locations: The terms of this BlueLincs Addendum shall be in effect for all locations owned by Ancillary Provider and listed on Attachment A of the Agreement, provided that the location is in the BlueLincs Service Area and has been credentialed, when applicable, by BlueLincs. Inclusion in the BlueLincs Network will be automatic for those locations located in the BlueLincs Service Area unless Ancillary Provider specifically requests that certain locations be excluded from the BlueLincs Network.

- 2.3 Preauthorization: Ancillary Provider agrees to follow the requirements for Preauthorization which are included in Attachment D of the Agreement and incorporated herein.
- 2.4 Sanctions for Non-Compliance: Failure of Ancillary Provider to comply with any or all of the provisions of this BlueLincs Addendum may result in termination of this BlueLincs Addendum as provided in Article VI. Ancillary Provider may not bill or collect from the BlueLincs Member for the aforementioned services.

### **ARTICLE III – AGREEMENTS OF BLUELINCS**

- 3.0 Legal Review: BlueLincs agrees to perform the legal and regulatory functions required under state and federal HMO laws and agrees to comply with regulatory requirements as deemed appropriate.
- 3.1 Reimbursement: BlueLincs agrees to pay Ancillary Provider in accordance with the reimbursement provisions set forth elsewhere in this BlueLincs Addendum for Covered Services provided to the BlueLincs Member as of the effective date of this BlueLincs Addendum. This reimbursement shall be applicable to all services arranged, provided and billed by Ancillary Provider. BlueLincs shall deduct any copayment, deductible or coinsurance amounts required by the applicable Benefit Agreement from payment due Ancillary Provider.
- 3.2 Underwrite and Market Health Care Coverage: BlueLincs agrees, for as long as economically feasible, to offer and promote the sale of BlueLincs health care coverage and services to persons who reside in the Service Area of BlueLincs, and to assume responsibility of the financial results of those plans.

### **ARTICLE IV – REIMBURSEMENT**

- 4.0 Maximum Reimbursement Allowances: Maximum Reimbursement Allowances for Covered Services provided to the BlueLincs Member shall be as described on Attachment C of the Agreement. Reimbursement shall be in accordance with the billing requirements and payment provisions of the Agreement.

### **ARTICLE V – HOLD HARMLESS**

- 5.0 Hold Harmless: As required of all Oklahoma Participating Providers by the Oklahoma Insurance Department, Ancillary Provider agrees that, in no event, including but not limited to nonpayment by BlueLincs, BlueLincs' insolvency or breach of this BlueLincs Addendum, shall Ancillary Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against BlueLincs Members or persons other than BlueLincs for Covered Services provided pursuant to this BlueLincs Addendum. This provision will not prohibit collection of any applicable copayments billed in accordance with the terms of the BlueLincs Member's Benefit Agreement. This Section is not intended to apply to services provided after this BlueLincs Addendum has been terminated, except as otherwise provided in this BlueLincs Addendum.

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

Ancillary Provider 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.

**ARTICLE VI – TERMINATION OF THE BLUELINCS ADDENDUM**

- 6.0 Termination: This BlueLincs Addendum shall continue until the earlier of (1) termination of all Agreements between Ancillary Provider and The Plan or (2) termination of only this BlueLincs Addendum between Ancillary Provider and BlueLincs by one party giving the other written notice in accordance with the termination provisions of the Agreement.

**Please refer to cover page for effective date and signatures.**