



BlueCross BlueShield  
of Oklahoma

## Blue Advantage PPO<sup>SM</sup> Network Addendum to the Participating Ancillary Provider Agreement for the BlueTraditional, BlueChoice PPO and BluePreferred Networks

This Blue Advantage PPO Network Addendum (“Blue Advantage PPO Addendum”) to the Participating Ancillary Provider Agreement for the BlueTraditional, BlueChoice PPO and BluePreferred Networks (“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, and its subsidiaries and affiliates (“The Plan”), and the undersigned (“Ancillary Provider”). This Blue Advantage PPO Addendum includes all applicable terms and conditions of the Agreement currently in effect between Ancillary Provider and The Plan.

**As of the date executed, this Blue Advantage PPO Addendum includes the following:**

☒ Blue Advantage PPO Network Addendum for Ancillary Providers

OKANCAP 03-01-16

The undersigned parties hereby agree to the terms and conditions contained in this Blue Advantage PPO Addendum and its referenced attachments. This Blue Advantage PPO Addendum shall be effective beginning on the first day of the month following execution by The Plan.

BLUE CROSS AND BLUE SHIELD OF  
OKLAHOMA, A DIVISION 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 Blue Advantage PPO Members only, the following terms shall apply:

## **ARTICLE I – DEFINITIONS**

- 1.0 Blue Advantage PPO Member: Any person described in Section 9.2 of the Agreement whose designated network is Blue Advantage PPO.
- 1.1 Blue Advantage PPO Network: Includes all Blue Advantage PPO Participating Providers under an agreement with The Plan to render Covered Services to Blue Advantage PPO Members.
- 1.2 Blue Advantage PPO 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 Blue Advantage PPO 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 The Plan's Maximum Reimbursement Allowance described in Attachment C to the Agreement. Until The Plan has determined the Maximum Reimbursement Allowance and notified Ancillary Provider as to the amount due from the Blue Advantage PPO Member, if any, under the Blue Advantage PPO Member's Benefit Agreement, Ancillary Provider shall not bill or collect from the Blue Advantage PPO Member any coinsurance amounts. Ancillary Provider may collect deductibles, copayments, or amounts for Noncovered Services unless prohibited by law. The total amount collected from The Plan, or administered accounts, and the Blue Advantage PPO 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 The Plan's Maximum Reimbursement Allowance. Ancillary Provider shall not bill or attempt to collect from the Blue Advantage PPO 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 Blue Advantage PPO Member any amounts which may have been collected from the Blue Advantage PPO Member in excess of the Blue Advantage PPO Member's responsibility as shown on The Plan's Explanation of Claims Submission when issued.
- 2.0.0 Applicability of Reimbursement: The lesser of Ancillary Provider's charges for Covered Services or the Maximum Reimbursement Allowance herein shall be paid for services provided to Blue Advantage PPO Members. Ancillary Provider agrees to hold such individuals harmless from any sums in excess of the Maximum Reimbursement Allowance for Blue Advantage PPO. In the event that Ancillary Provider has not separately contracted with The Plan for its other networks, including, but not limited to, BlueLincs HMO, the terms of this Blue Advantage PPO Addendum, including the Maximum Reimbursement Allowance described herein, shall be applicable to any Covered Services rendered to a Member whose designated network is one in which Ancillary Provider does not participate. Ancillary Provider agrees to hold such Member harmless from any sums in excess of the Maximum Reimbursement Allowance for Blue Advantage PPO. This paragraph shall supersede any provision contained in the Agreement, or the BlueLincs HMO Addendum, if applicable, to accept the Maximum Reimbursement Allowance for BlueTraditional, Blue Choice PPO, BluePreferred or BlueLincs HMO for any Member whose designated network is one in which Ancillary Provider does not participate.
- 2.1 Blue Advantage PPO Members: Ancillary Provider agrees to extend all Covered Services to Blue Advantage PPO 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 Blue Advantage PPO Addendum shall be in effect for all locations owned, operated or utilized by Ancillary Provider and listed on Attachment A to the Agreement.
- 2.3 Preauthorization Requirements: It is the responsibility of Ancillary Provider to ensure The Plan is contacted and Preauthorization is obtained or verified in accordance with Attachment D to the Agreement and incorporated herein.

### **ARTICLE III – REIMBURSEMENT**

- 3.0 Maximum Reimbursement Allowances: The lesser of Ancillary Provider's charges for Covered Services or The Plan's Maximum Reimbursement Allowance for Blue Advantage PPO, as described in Attachment C to the Agreement, shall be paid for Covered Services provided to Blue Advantage PPO Members. Reimbursement shall be in accordance with the billing requirements and payment provisions of the Agreement. Ancillary Provider agrees to hold such individuals harmless from any sums in excess of the Maximum Reimbursement Allowance for Blue Advantage PPO.

### **ARTICLE IV – TERM AND TERMINATION**

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

- 4.0 Contract Period: This Blue Advantage PPO Addendum shall be effective as stated on the cover page of this Blue Advantage PPO Agreement, and shall continue until either (1) termination of all agreements between Ancillary Provider and The Plan, or (2) termination of only this Blue Advantage PPO Addendum between Ancillary Provider and The Plan in accordance with the termination provisions set forth in this Blue Advantage PPO Addendum.
- 4.1 Termination by Either Party: Either party may terminate this Blue Advantage PPO Addendum by providing the other party with written notice in accordance with the notification requirements on the cover page of the Agreement. If written notice is received on or before June 30th, the termination will be effective December 31st of that year. If written notice is received on or after July 1st, the termination will not be effective until December 31st of the following year.

**Refer to cover page for effective date and signatures.**