



**BlueCross BlueShield
of Texas**

February 10, 2016

SouthWest Medical IPA
Attn: Mr. Matt Tinsley
3417 73rd Street, Suite T
Lubbock, TX 79423

Re: Amendment to Blue Choice PPOSM, HMO Blue TexasSM, Blue Advantage HMOSM, Blue Cross Medicare Advantage (HMO)SM, Medicare Advantage PPOSM and / or Blue PremierSM.

Dear Mr. Matt Tinsley:

Thank you for your support of and participation in the Blue Cross and Blue Shield of Texas (BCBSTX) networks. Enclosed is a copy of the Amendment for your files. No action is required on your part at this time.

You are being sent this amendment because you became effective in one or more of the above mentioned networks on January 1, 2016. The provision in the enclosed amendment shall be incorporated into the applicable network agreements.

This letter serves as your 90 day prior written notice that Blue Choice PPO, HMO Blue Texas, Blue Advantage HMO, Blue Cross Medicare Advantage HMO, Blue Premier and / or Medicare Advantage PPO are amended pursuant to the attached amendment.

This Amendment simply provides updated language related to continuity of care provisions for paragraph 2 under section "Effect of Termination" in the Agreement(s). This notice and amendment should not be interpreted as any type of notice to terminate your network participation.

Thank you and we look forward to your continued participation in BCBSTX's networks. If you have questions, please contact your Network Management office at (800)749-0966.

Sincerely,

Shara McClure
Vice President, Network Management

Enclosure

Exhibit 1

**AMENDMENT TO
PROVIDER AGREEMENT
FOR NETWORK PARTICIPATION**

This Amendment ("Amendment") is entered into by and between Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association ("BCBSTX"), and Provider.

WHEREAS, BCBSTX and Provider have entered into that certain Provider Agreement ("Agreement"); and

WHEREAS, BCBSTX and Provider mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement is amended as set forth in Exhibit I hereto.
2. The provisions of this Amendment shall be treated as strictly confidential under the confidentiality provisions of the Agreement.
3. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect.

Multiple Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Effective Date set forth below.

BCBSTX

A scanned, imaged, electronic, photocopy or stamp of the signatures hereunder shall have the same force and effect as an originally executed signature.

Authorized Signature:



Name: Shara McClure

Title: Vice President, Network Management

Date: January 29, 2016

Effective Date: May 1, 2016

Exhibit I

AMENDMENT TO PROVIDER AGREEMENT

The Agreement is amended as follows:

1. For purposes of this Amendment, "BCBSTX" shall mean "BCBSTX," "HMO Blue," "HCSC," or "MAO," as those terms may be used in the Agreement.
2. For purposes of this Amendment, "Provider" shall mean "Hospital," "Ancillary Provider," "Medical Group," "Medical Group Provider," "Physician," "Health Care Professional Provider Group," "Professional Group," "Health Care Professional," or "Professional" as those terms may be used in the Agreement.
3. For purposes of this Amendment, "Member" shall mean "Member" or "Subscriber" as those terms may be used in the Agreement.
4. The provision **Effect of Termination, paragraph number 2**, of the Agreement is deleted in its entirety and replaced with the following:
 2. Termination of this Agreement shall not release Provider from the obligation to continue ongoing treatment under the terms of this Agreement and subject to the dictates of medical prudence, of a Member of "special circumstance," as defined by Applicable Laws, including but not limited to, Members with a disability, acute condition or life-threatening illness, or Members past the 13th week of pregnancy, or BCBSTX or Payer from the obligation to compensate Provider for such Covered Services at the rate set forth in this Agreement. Special circumstance shall be identified by Provider, who must request that the Member be permitted to continue under Provider's care and who must agree not to seek payment from Member for any amounts for which Member would not be responsible if the Agreement had not terminated. Disputes regarding continuity of care will be resolved according to the dispute resolution procedures set forth in the Provider Manual and this Agreement. Provider's and BCBSTX's obligations hereunder shall continue until the earlier of the appropriate transfer of Member's care to another Participating Provider or the expiration of ninety (90) days from the effective date of termination of the Agreement. Additionally, Provider's and BCBSTX's obligations hereunder shall continue up to nine (9) months in the case of a Member who at the time of the termination has been diagnosed with a terminal illness and shall extend through delivery of a child, immediate postpartum care, and the follow-up checkup within the first six (6) weeks of delivery for a Member who, at the time of the termination, is past the 13th week of pregnancy. Provider agrees to cooperate in the referral of Members to other Participating Providers in order to assure continuation of care. In the event that BCBSTX has not used due diligence to make alternative care arrangements available to Member within ninety (90) days after receipt by BCBSTX of Notice from Provider or Member, and such arrangements are not available to Member within such ninety (90) day period, BCBSTX shall thereafter compensate Provider for continued care at the BCBSTX allowable amount for comparable services provided by a comparable Provider that is not a Participating Provider. Nothing herein shall be construed as requiring BCBSTX to agree to cover continued care rendered by Provider that BCBSTX deems unfit to care for Members by reason of incompetence or unprofessional behavior or otherwise.