BlueCross BlueShield of Oklahoma

**BLUE CROSS MEDICARE ADVANTAGE[SM] NETWORK PARTICIPATION AGREEMENT FOR HOSPITALS**

This Blue Cross Medicare Advantage Network Participation Agreement ("MA Agreement") constitutes an agreement between the Parties and is made and entered into by and between Blue Cross and Blue Shield of Oklahoma ("BCBS"), a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association ("HCSC"), and the undersigned hospital ("Facility"). (BCBS and Facility may singularly be referred to as the "Party" or collectively as the "Parties").

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

Blue Cross Medicare Advantage Agreement
Attachment A, Medicare Advantage Compensation Schedule for Hospitals
Attachment B, Medicare Advantage Downstream Provider Addendum
Attachment C, Data Certification
Attachment D, Locations and Ancillary Entities

**Facility is participating in the following networks:**

☒ Blue Cross Medicare Advantage[SM] (HMO) ☒ Blue Cross Medicare Advantage[SM] (PPO)

**Any notice given pursuant to the terms and provisions of this MA Agreement (except for credentialing-related correspondence) shall be sent as follows:**

Notice to BCBS:
Vice President, Provider Network Operations
Blue Cross and Blue Shield of Oklahoma
1400 S. Boston Avenue, Tulsa, OK 74119

Notice to Facility:
Name/Title: Mangum Regional Medical Center, Attn: Administrator
Address: PO Box 280., Mangum, OK 73554
Email: kmartinez@chmcok.com

The undersigned Parties hereby agree to the terms and conditions contained in this MA Agreement. This MA Agreement shall be effective beginning on April 1, 2026.

| BLUE CROSS AND BLUE SHIELD OF OKLAHOMA, A DIVISION OF HEALTH CARE SERVICE CORPORATION, A MUTUAL LEGAL RESERVE COMPANY | MANGUM CITY HOSPITAL AUTHORITY D/B/A MANGUM REGIONAL MEDICAL CENTER |
|---|---|
| _____ | _____ |
| Authorized Signature | Authorized Signature |
| Rick Kelly | |
| Name of Signatory | Name of Signatory |
| Vice President, Provider Network Operations | |
| Title of Signatory | Title of Signatory |
| _____ | _____ |
| Date Signed | Date Signed |

## RECITALS

WHEREAS, BCBS has contracted with the Centers for Medicare and Medicaid Services to offer Medicare Advantage Plans in select counties in the state of Oklahoma;

WHEREAS, Facility is a health care provider licensed by, and in good standing with, the State of Oklahoma, and desires to participate in the Medicare Advantage provider network(s) serving Medicare Advantage Covered Persons;

WHEREAS, BCBS wishes Facility to participate in BCBS's Medicare Advantage provider network(s) and Facility wishes to participate in BCBS's Medicare Advantage provider network(s) serving Medicare Advantage Covered Persons as indicated on the cover page of this MA Agreement;

NOW, THEREFORE, in consideration of the mutual promises and recitals in this MA Agreement, the Parties agree as follows:

## ARTICLE I
## DEFINITIONS

The terms included herein shall have the meaning required by law to be applicable to BCBS and Facility under the terms of BCBS's contract with CMS and/or the regulations promulgated in 42 CFR §422 as well as the following definitions to the extent consistent with the aforementioned contract and regulations:

1.0 **BCBS** means Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company. For purposes of this MA Agreement, "BCBS" refers to HCSC as the Medicare Advantage Organization, or any HCSC Affiliate in instances where an HCSC Affiliate holds the CMS Contract.

1.1 **Blue Cross Medicare Advantage PPO Network Sharing Program** means a Blue Cross and Blue Shield Association program which gives Blue Cross Medicare Advantage Covered Persons in participating states access to their health care benefits anywhere in the United States. This Program utilizes an electronic data system, which links providers and transmits claims processing information. This Program enables certain Blue Cross Medicare Advantage Covered Persons access to Facility at BCBS's negotiated rates.

1.2 **Centers for Medicare and Medicaid Services ("CMS")** means the agency within the Department of Health and Human Services that administers the Medicare program.

1.3 **Clean Claim** means a claim for healthcare services rendered by Facility which accurately contains all the data elements required by Federal Medicare provider manuals and/or program transmittals and any other data element(s) required by BCBS as specified in BCBS's MA Provider Manual(s), filed in a timely manner.

1.4 **CMS Contract** means the contract(s) between CMS and Health Care Service Corporation (HCSC) or an HCSC Affiliate pursuant to which HCSC or HCSC Affiliate sponsors Medicare Advantage and Part D Plans.

1.5 **Cost Share** means that portion of Facility's payment for a Covered Service for which an MA Covered Person is responsible, including, but not limited to, co-payments, co-insurance, deductibles, reduction of benefits, and any other applicable financial responsibility of the MA Covered Person pursuant to the MA Coverage Agreement.

1.6 **Covered Services** means Health Care Services that are specified as benefits covered under an MA Coverage Agreement and are provided or arranged for by Facility to MA Covered Persons pursuant to the terms of this MA Agreement.

1.7 **Downstream Entity** means the same as defined in 42 C.F.R. §§ 422.2 and 423.4; 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 an MA organization (or applicant) and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

1.8 **First Tier Entity** means the same as defined in 42 C.F.R. §§ 422.2 and 423.4; Any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services, including Covered Services, for a Medicare eligible individual under the MA Program.

1.9 **HCSC Affiliate** means any current or future wholly-owned subsidiaries or majority-controlled affiliates of 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 BCBS or HCSC herein shall mean the HCSC Affiliate in those instances where an HCSC Affiliate holds the CMS Contract. HCSC has delegated authority from each HCSC Affiliate to be the contracting entity with providers.

1.10 **HCSC Medicare Advantage Plan ("HCSC MA Plan")** means Medicare Advantage and Medicare Advantage Prescription Drug Plan(s) sponsored by HCSC or an HCSC Affiliate pursuant to a CMS Contract.

1.11 **Health Care Provider** means any appropriately licensed, or where applicable and appropriate, certified, provider of Health Care Services.

1.12 **Health Care Services** means health care related services, items, treatments, testing, drugs, supplies, procedures, investigation or observation for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms.

1.13 **HHS** means the U. S. Department of Health and Human Services.

1.14 **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.

1.15 **Medicare Advantage Coverage Agreement ("MA Coverage Agreement")** means any policy, contract, document, or certificate entered into or issued by an HCSC MA Plan, which entitles MA Covered Persons to receive benefits for Covered Services, and which identifies the Covered

Services that BCBS has agreed to adjudicate, and, to the extent appropriate, pay for, on behalf of MA Covered Persons, and explains the benefits, limitations, exclusions, terms, and conditions of a MA Covered Person's coverage.

1.16 **Medicare Advantage Covered Person ("MA Covered Person")** means a person who is enrolled in an HCSC MA Plan and whose enrollment with BCBS has been confirmed by CMS, and entitled to receive Covered Services pursuant to the terms of an MA Coverage Agreement and the Medicare Advantage provider network(s) covered under the terms of this MA Agreement, at the time Covered Services are furnished.

1.17 **Medicare Advantage Organization ("MA Organization")** means 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 CMS Contract requirements.

1.18 **Medicare Advantage Plan** means a Medicare Advantage Plan sponsored by a Medicare Advantage Organization, as the term is defined pursuant to the Medicare Advantage Program.

1.19 **Medicare Advantage ("MA") Program** means the Medicare managed care program established and maintained under Laws. The Medicare Advantage Program is 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.

1.20 **Medicare Advantage Provider ("MA Provider")** means a Health Care Provider that directly or indirectly contracts with BCBS to deliver Health Care Services, including Covered Services, to MA Covered Persons according to the terms of their MA Coverage Agreements, BCBS direction and this MA Agreement. The term shall be inclusive of any sub-contracted professional and other Health Care Providers to the extent that they have been provided a copy of this MA Agreement and executed a Downstream Addendum (See Attachment B) or other agreement of substantially similar content.

1.21 **Medicare Advantage Provider Manual(s) ("MA Provider Manual(s)")** means the documents applicable to the MA Program that are prepared by BCBS and available to Facility via BCBS's website, which may be amended solely at BCBS's option from time to time, setting forth the basic policies and procedures required to be followed by Facility in carrying out this MA Agreement in providing Covered Services to MA Covered Persons. In the event of a conflict between the applicable MA Provider Manual and the terms of this MA Agreement, the terms of this MA Agreement shall apply. Such MA Provider Manual(s), as amended from time to time, is incorporated by reference herein.

## ARTICLE II
## FACILITY OBLIGATIONS

2.0 **Provision of Covered Services.** Facility agrees to render Covered Services to BCBS's MA Covered Persons, including MA Covered Persons who may reside in other states, in accordance with the terms and conditions of BCBS's MA Program including the provisions of BCBS's applicable MA Coverage Agreement. BCBS shall afford Facility with access to BCBS's MA Program requirements not set forth in this MA Agreement. Determination of Covered Services shall be governed by coverage guidelines established by BCBS and the MA Program, with BCBS being solely responsible for final coverage determination, subject to the applicable appeal procedures. Facility shall discuss all treatment options with MA Covered Persons, including the option of no treatment, as well as related risks, benefits and consequences of such options. As applicable, Facility shall provide to MA Covered Persons instructions regarding follow-up care and training regarding self-care.

2.1 **Direct Access to Certain Benefits.** Facility shall comply with all referral and prior authorization procedures set forth in the applicable MA Provider Manual, provided that no referral or prior authorization obligations shall be required for or imposed upon an MA Covered Person 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 to obtain an influenza vaccine or a pneumococcal vaccine.

2.2 **Reports and Administration.** Facility agrees to provide BCBS with encounter data and other informational data sufficient to meet its reporting obligations under its MA Program and Facility's performance under this MA Agreement as required by law. BCBS shall have sole responsibility for filing reports, obtaining approval from, and complying with the applicable laws and regulations of Federal, state and local governmental agencies having jurisdiction over BCBS. BCBS shall perform all the necessary administrative, accounting, enrollment and other functions appropriate for the marketing and administration of its MA Program.

2.3 **No Surcharges.** Facility shall not charge the MA Covered Person any fees or surcharges for Covered Services rendered pursuant to this MA Agreement (except for authorized Cost Share). In addition, Facility shall not collect a sales, use, or other applicable tax from an MA Covered Person for the sale or delivery of medical services or collect any other fee or surcharge from the MA Covered Person on behalf of BCBS, the amount of which is solely a legal obligation of BCBS. MA Covered Persons eligible for both Medicare and Medicaid will not be held liable for Medicare Part A and B cost sharing when a State or Medicaid managed care organization (MCO) is responsible for paying such amounts. BCBS will inform the provider about Medicare and Medicaid benefits and rules for MA Covered Persons eligible for Medicare and Medicaid. Facility may not impose cost sharing that exceeds the amount of cost sharing that would be permitted with respect to an individual under Social Security Act Title XIX (Medicaid) if the individual were not enrolled in such a plan. Facility will (a) accept BCBS payment as payment in full, or (b) bill the appropriate State or MCO source. If BCBS receives notice of any additional charge, Facility shall fully cooperate with BCBS to investigate such additional charges and shall promptly refund any payment deemed improper by BCBS, to the party who made the payment.

2.4 **Indemnification.** Except as otherwise prohibited or limited by applicable law, Facility will indemnify and hold harmless BCBS and any HCSC affiliate, employee or agent from or against any claims, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of or in connection with any breach of this MA Agreement, negligent or intentional commission or omission of conduct, or violation of any Laws or the CMS Contract by Facility or Facility's affiliate, employee or agent related to services performed under this MA Agreement. Furthermore, Facility will indemnify and hold harmless BCBS and any HCSC affiliate, employee or agent from or against any: (i) damage, cost or expense, including attorney's fees and investigation costs, arising out of or in connection with a finding of non-compliance by CMS or any other governmental agency against BCBS or HCSC Affiliate; and (ii) for the amount of any fine, penalty or liquidated damage assessed by CMS or other governmental agency against and payable by BCBS or an HCSC Affiliate to any agency of government or under law; if the loss described in (i) or (ii) was caused by Facility or Facility's officers, directors, employees, agents, or Downstream Entity(ies) in the performance of or failure to perform any function, duty, responsibility, or performance standard under the MA Agreement or as required to comply with Laws, the CMS Contract, or this MA Agreement. BCBS shall have and retain plenary authority to decide whether, when and how to appeal or contest any fine, penalty or liquidated damage assessed by CMS or other governmental agency. Facility shall not in any situation or circumstance communicate directly with CMS or other governmental agency about any fine, penalty or liquidated damage without prior, express written approval from BCBS in its sole discretion. Notwithstanding the forgoing, if a fine, penalty or liquidated damage is the direct result of acts and omissions of both BCBS and Facility, such shall be apportioned between them based on relative causation as determined by BCBS in its sole discretion. This section shall survive termination of this MA Agreement, regardless of the cause giving rise to termination.

2.5 **Downstream Providers.** As applicable for ancillary, facility, or professional provider types, any services performed by Downstream Entities of Facility shall be performed in accordance with the contractual obligations established between CMS and BCBS and all applicable, professionally recognized standards of health care. Accordingly, Facility agrees that it will not contract with any entity ("Downstream Provider") to administer or deliver Covered Services to MA Covered Persons unless (1) such arrangement is approved by BCBS, at its sole discretion; (2) such Downstream Provider is specifically obligated, through a written agreement between Downstream Provider and BCBS or Downstream Provider and Facility, to comply with all Laws, including all provisions contained in this MA Agreement; (3) Facility agrees to act on BCBS's behalf and take diligent action to enforce the obligations of all such Downstream Providers, including but not limited to the requirement to comply with Medicare laws, regulations, and CMS instructions; and (4) such written arrangement specifically permits BCBS and CMS to suspend or terminate the subcontractor or take such other remedial action as CMS or BCBS, in its reasonable discretion, deems appropriate, upon determination by CMS in its sole discretion, or BCBS in its reasonable discretion, that such Downstream Provider is not performing the services satisfactorily. For purposes of compliance with *Direct Access to Benefits*, above, the Downstream Provider may, at the election of BCBS or the Facility as applicable, complete either Attachment B, Downstream Provider Addendum, or other agreement of substantially similar content.

2.6 **Hospital Privileges.** Certain physicians are required to maintain staff privileges at a hospital designated by BCBS as a "participating" hospital. This requirement is waived if a participating hospital is not available in the physician's area or the physician's practice does not require the maintenance of hospital staff privileges.

## ARTICLE III
## BCBS'S OBLIGATIONS

3.0 **Marketing and Administrative Responsibilities.** BCBS shall have the sole responsibility for and shall perform all the necessary administrative, accounting, enrollment and other functions appropriate for the marketing and administration of its MA Program.

3.1 **MA Covered Person Identification.** Each MA Covered Person will be provided an identification card which includes BCBS's name or logo, the name of the product, the MA Covered Person's name, the address for claims submission, telephone number for precertification and verification of eligibility, and the applicable cost-sharing amounts that shall be collected by the Facility.

## ARTICLE IV
## COMPENSATION

4.0 **Payment for Covered Services.** BCBS shall pay, and Facility shall accept as payment in full for rendering of Covered Services to MA Covered Persons, the compensation specified in Attachment A to this MA Agreement. Facility shall not request payment for Covered Services under this MA Agreement 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 Agreement except as may be approved in advance by BCBS and CMS. Facility may not bill or collect from the MA Covered Person, or anyone responsible for the MA Covered Person, for services, procedures, drugs, supplies or home medical equipment if such care was not medically necessary or not a benefit of the MA Coverage Agreement, as determined by BCBS and explained in BCBS's MA Provider Manual and/or as set forth in the MA Coverage Agreement.

4.1 **Overpayment.** This Section establishes the rights and obligations of each Party with respect to any actual or alleged erroneous payments for claims for health care services under the HCSC MA Plan. This Section shall survive termination of this MA Agreement. Notwithstanding the prescribed timeframes and terms set forth in this Section, both Parties acknowledge and agree that certain Laws governing HCSC MA Plans may require adjustments to claims, or may allow adjustments to

claims, which are different from these prescribed time periods and terms and such Laws shall control in the event of a conflict with this Section.

4.1.0 **Notice by HCSC of Overpayment.** HCSC shall provide notice (excluding notice through provider newsletter or HCSC's website) to Facility of any overpayment identified by HCSC within ninety (90) calendar days of HCSC identifying such overpayment.

4.1.1 **Written Notice by Facility of Overpayment.** Facility shall provide written notice to HCSC of any overpayment identified by Facility within fifteen (15) calendar days of Facility identifying such overpayment. In order for the written notice to be deemed complete and timely, for each claim, Facility's written notice of an overpayment must include the information required by HCSC and be in the form and format set forth in the MA Provider Manual, as it may be amended from time to time by HCSC, and must contain specific information for each claim that allows HCSC to identify and assess the allegation(s) for each claim.

4.1.2 **Maximum Lookback Period.** Unless one of the Parties has provided notice or written notice, as applicable and as required by subsections 4.1.0 or 4.1.1, above, to the other Party of an overpayment within the timeframe allowed by Laws, if any, after HCSC's payment for such Covered Services, any payment made by HCSC and received by Facility will be deemed complete and accurate subject to the exceptions set forth in this Section. Accordingly, HCSC may not assert a claim, repayment request, suit, demand, challenge, or cause of action, whether at law or equity, or commence a proceeding of any kind to recover an overpayment against Facility, whether pursuant to Article VI of the MA Agreement or on any other basis, after such timeframe has expired unless such claim, repayment request, suit, demand, challenge, cause of action, or proceeding is based upon: (i) fraud, (ii) material misrepresentation, (iii) duplicate payment, (iv) coordination of benefits, (v) third-party liability, (vi) MA Covered Person eligibility for a Product, or (vii) other circumstances where adjustments are permitted by Laws.

4.1.3 **Facility Overpayment Claim Disputes.** Facility may dispute an HCSC finding of an overpayment by sending written notice to HCSC within fifteen (15) calendar days of receiving notice of such overpayment from HCSC. In order for Facility's written notice to be deemed complete and timely, for each claim, the written notice of an overpayment claim dispute must include the information required by HCSC and be in the form and format set forth in the MA Provider Manual, as it may be amended from time to time by HCSC, and must contain specific information for each claim that allows HCSC to identify and assess the allegation(s) for each claim. Such written notice of dispute will automatically stay the overpayment refund timing requirements under subsection 4.1.4 until such dispute is resolved pursuant to a mutual agreement by the Parties or a final and binding determination. Facility may not assert a claim, repayment request, suit, demand, challenge, or cause of action, whether at law or equity, or commence a proceeding of any kind to dispute an overpayment, whether pursuant to the dispute resolution process set forth in Article VI of this MA Agreement or on any other basis, after the fifteen (15) calendar day period for disputing the overpayment has expired. Unless Facility disputes the finding of an overpayment within fifteen (15) calendar days of receiving notice (excluding notice through provider newsletter or HCSC's website) of such overpayment from HCSC, such overpayment amount as set forth in the HCSC notice shall be deemed correct and final and binding on both Parties and shall be paid to HCSC by Facility within the timeframes set forth in subsection 4.1.4. Both Parties agree to work in good faith to resolve any differences regarding overpayments within sixty (60) calendar days of HCSC receiving timely written notice of Facility's dispute. If the matter cannot be resolved within such time frame, the Parties agree to follow the dispute resolution process set forth in Article VI of this MA Agreement.

4.1.4 **Payment by Facility of Overpayment.** Unless the Facility has timely disputed a HCSC finding of an overpayment under subsection 4.1.3 of this section and unless otherwise instructed in writing by HCSC, Facility agrees to pay any overpayment within thirty (30) calendar days of Facility's receipt of HCSC's notice (excluding notice through provider newsletter or website) of overpayment. If the overpayment was identified by Facility, then Facility shall pay such overpayment within thirty (30) calendar days of providing written notice to HCSC. If Facility fails to pay any overpayments due to HCSC within such thirty (30) calendar day timeframe, as applicable, HCSC may recover or offset the amount of the overpayment from future payments due to Facility pursuant to HCSC's standard recovery processes.

4.2 **Non-Covered Services.** No benefits are payable pursuant to this MA Agreement if not a covered benefit under the MA Covered Person's MA Coverage Agreement. Subject to Laws, in the event Facility performs noncovered services for which Facility wishes to seek compensation from the MA Covered Person beyond Cost Share, Facility shall inform the MA Covered Person prior to the provision of such services: (1) that the services recommended are not Covered Services, (2) that BCBS shall not pay for or be liable for such services, and (3) that the MA Covered Person shall be financially liable to Facility for such services. Documentation shall include a duly completed and signed Advance Beneficiary Notice.

## ARTICLE V
## TERMINATION

5.0 **Term.** The initial term of this MA Agreement shall begin on the Effective Date set forth on the cover page of this MA Agreement and continue in effect for three (3) years (the "Initial Term"). Thereafter, the Agreement will automatically renew for successive one (1) year terms (each, a "Renewal Term," and together with the "Initial Term," the "Term"). This MA Agreement shall remain binding until properly terminated as allowed herein. The Parties agree that this MA Agreement is conditioned upon the CMS Contract and shall terminate automatically upon termination of the CMS Contract. BCBS shall, to the extent practical and feasible, undertake commercially reasonable efforts to advise Facility in advance of the termination of the CMS Contract.

5.1 **Voluntary Termination.** After the Initial Term, any Party to this MA Agreement may voluntarily terminate this MA Agreement without cause upon provision of prior written notice to the other Party. If written notice is received on or before June 30th, the termination will be effective at 11:59 PM on 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.

5.2 **Termination as a Result of Exclusion/Adverse Action.** This MA Agreement shall immediately terminate upon notice to Facility of the occurrence of any of the following events:

5.2.0 Exclusion from participation in government health care programs as outlined in *Exclusion from Participation in Government Programs* in Article VII of this MA Agreement, or any other action taken against Facility by any governmental agency that may affect Facility's ability to perform the obligations under this MA Agreement, such as, by way of illustration but not limitation, inclusion of Facility in the Office of Inspector General's LEIE database;

5.2.1 Any action against or lapse of Facility's license, controlled substance permit, medical staff membership or clinical privileges, or cancellation of liability insurance that may affect Facility's ability to perform the obligations under this MA Agreement;

5.2.2 Any felony information or indictment naming Facility that may affect the Facility's ability to perform his/her/its obligations under this MA Agreement;

5.2.3 Upon a request by CMS that this MA Agreement terminate; or

5.2.4 Determination that Facility's continued provision of Covered Services under this MA Agreement presents an imminent risk of danger to the health of any Covered Person.

5.3 **Termination for Cause.** Any Party may terminate this MA Agreement for any material breach of this MA Agreement by the other Party but only if that breach is not cured within thirty (30) days after written notice is provided to the breaching Party.

5.4 **Notice of Termination to MA Covered Persons.** Upon termination of this MA Agreement for any reason, BCBS, and not Facility, shall, as required by applicable law, notify MA Covered Persons assigned to, currently receiving care from, or have received care from such provider within the prior three (3) years (for behavioral health and primary care) or the prior three (3) months (for all other provider types) prior to the effective date of the termination of this MA Agreement or of the Facility's participation in the BCBS's provider network(s). [42 C.F.R. § 422.111(e)[1]] Facility shall cooperate with and assist BCBS in identifying such MA Covered Persons.

5.5 **Transition of MA Covered Persons.** Upon either Party's provision of notice of termination of this MA Agreement to the other Party, Facility shall cooperate fully with the continuation of services requirements of this MA Agreement, including BCBS instructions and protocols, if any, in the transfer of MA Covered Persons to other network providers.

5.6 **Provisions Surviving Termination.** The provisions of this MA Agreement related to indemnification, MA Covered Person hold harmless, and any other sections of this MA Agreement which by their nature or express terms extend beyond the duration of this MA Agreement, shall survive termination or expiration of this MA Agreement.

## ARTICLE VI
## GENERAL PROVISIONS

6.0 **Modification and Regulatory Amendment.**

BCBS may modify any provision of this MA Agreement upon ninety (90) day's prior written notice to Facility of such modification. Facility shall have sixty (60) days after receipt of such notice to object in writing to the proposed modification. If Facility objects timely in writing to the modification, the Parties will then engage in good faith negotiations to resolve Facility's objection to the proposed amendment. If the Parties are unable to reach agreement on the proposed amendment prior to the effective date of the amendment, either Party may terminate this MA Agreement upon one hundred eighty (180) days' prior written notice to Facility. If Facility fails to object timely in writing to the modification then Facility will be deemed to have accepted the modification.

Facility agrees that this MA Agreement shall automatically be amended as necessary to conform to Laws and to include any additional terms and conditions as CMS or HCSC may find necessary and appropriate in order to implement and comply with the requirements of Laws. Any such additional or conforming terms and conditions shall be deemed agreed to and incorporated herein by reference upon written notice of such modifications or updates to Facility by HCSC, including the wholesale replacement of this MA Agreement incorporating the same.

6.1 **Use of Names.** Facility authorizes BCBS to include Facility's name, gender (if applicable), location, specialty and telephone number and any other information in provider lists such as directory related material. Facility may identify itself as contracted or in-network with BCBS for Medicare Advantage. Except as authorized herein, each Party agrees that it will not use the names, symbols, trademarks or service marks of the other Party in advertising and promotion or otherwise without the prior written consent of the other Party.

*[1] Bracketed annotations are subject to change based on future amendments or recompiling.*

6.2 **Severability.** If any provision of this MA Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This MA Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been included, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provision is not material to the overall purpose and operation of this MA Agreement.

6.3 **Relationship of the Parties.** The relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship between the Parties is an independent contractor relationship, as more fully set forth and described elsewhere in this MA Agreement.

6.4 **Relationship of BCBS to Association.** Facility hereby expressly acknowledges the understanding that this MA Agreement constitutes an agreement between Facility and BCBS; that BCBS is an independent non-profit corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBS to use the Blue Cross and Blue Shield Service Marks in certain states, and that BCBS is not contracting as the agent of the Association. Facility further acknowledges and agrees that Facility has not entered into this MA Agreement based upon representations by any person other than BCBS and that no person, entity, or organization other than BCBS shall be held accountable or liable to Facility for any BCBS obligation to Facility created under this MA Agreement. This section shall not create any additional obligations whatsoever on the part of BCBS other than those obligations created under other provisions of this MA Agreement.

6.5 **Notice.** All notices and other communications to a Party must be in writing, hand delivered, delivered by prepaid commercial courier service with tracking capabilities, faxed, or delivered by the U.S. Mail, to the address listed on the signature page, or via encrypted email. Notices to terminate this MA Agreement must be sent by Certified U.S. Mail or prepaid commercial courier service with tracking capabilities. The Parties may change the address of record by notifying the other Party of the new address. Notice shall be complete upon the earlier of actual receipt or, if delivered by U.S. Mail, five (5) days after being deposited into the U.S. mail.

6.6 **Waiver.** The waiver by any Party of any term, provision or condition or the breach of any term, provision or condition of this MA Agreement will not be construed as a waiver of any subsequent breach of the same or any other term, provision or condition. The failure to exercise any right hereunder will not operate as a waiver of such right. All rights and remedies provided herein are cumulative.

6.7 **No Guarantee of Utilization.** Facility understands that BCBS does not warrant or guarantee that Facility will be utilized by any MA Covered Person or any number of MA Covered Persons.

6.8 **Blue Cross Medicare Advantage PPO Network Sharing.** Facility agrees to furnish covered benefits, according to the Blue Cross Medicare Advantage PPO Network Sharing Program and procedures and this MA Agreement, to those individuals who at the time of their treatment by Facility are Blue Cross Medicare Advantage Covered Persons in a participating state. Facility will be compensated by BCBS through the Blue Cross Medicare Advantage PPO Network Sharing Program for such covered benefits in accordance with the provisions of this MA Agreement.

6.9 **Independent Contractor.** Facility understands that services are provided to MA Covered Persons in the capacity of independent contractor. None of the provisions of this MA Agreement are intended to create, nor shall be deemed or construed to create any relationship between BCBS and Facility other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this MA Agreement. No Party or any of their respective officers, directors, or employees shall be construed to be the agent, employee or representative of the other. Neither Party is authorized to represent the other for any purpose whatsoever without the prior consent of the other Party.

6.10 **Insurance.** Facility will maintain at his/her/its own expense such policies of malpractice, liability and industry standard insurance coverage sufficient to insure Facility and their employees against claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of services under this MA Agreement. Upon termination of this MA Agreement, Facility agrees to maintain such coverage in effect or to procure and maintain sufficient tail coverage sufficient to ensure continued coverage for any services rendered during the term of this MA Agreement.

6.11 **Dispute Resolution.**

6.11.0 Any dispute between BCBS and Facility arising out of, relating to, involving the interpretation of, or in any other way pertaining to this MA Agreement, that relates to Facility's participation and duties under this MA Agreement, or any Laws relating thereto, shall be resolved using alternative dispute resolution mechanisms instead of litigation. BCBS or Facility, as the case may be, shall give written notice to the other of the existence of a dispute (the "Initial Notice"). BCBS and Facility shall schedule a meeting not later than thirty (30) calendar days after delivery of the Initial Notice in order to attempt to resolve the dispute unless both Parties agree in writing to proceed directly to mediation. If the dispute is not resolved at any meetings held, the Parties shall submit the dispute to a mutually agreed upon mediator. In the event mediation is not successful in resolving the dispute, either BCBS or Facility may submit the dispute to confidential, final, and binding arbitration under the commercial rules and regulations of the American Arbitration Association. If the amount to be arbitrated is less than two hundred fifty thousand dollars ($250,000.00), the arbitration shall be conducted by a single neutral arbitrator selected by agreement of the Parties. If the Parties are unable to agree on an arbitrator, the arbitrator shall be selected by the ranking process set forth in the applicable section of the rules furnished by the American Arbitration Association. If the amount is $250,000 or more, the dispute shall be heard by a panel of three arbitrators. Within fifteen (15) days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. It is the Parties' mutual intention that this provision be construed broadly so as to provide for mediation and/or arbitration of all disputes arising out of the MA Agreement.

6.11.1 Notwithstanding the foregoing, these provisions do not apply to, and the following claims are not arbitrable hereunder: (i) any legal proceeding brought by a third-party against BCBS or Facility (a "Defendant"), as well as any cross-claim or third-party claim by such Defendant against BCBS or Facility; (ii) claims arising from or challenging termination of this MA Agreement pursuant to a termination without cause or immediate termination of this MA Agreement if the termination is based on external data relating to loss of licensure, status, certification, maintenance of insurance, breach of warranty, inducement, or BCBS's judgment relating to cases involving standard of care or patient safety.

6.11.2 Venue for any arbitration hereunder shall be in Tulsa, Oklahoma. The arbitrator shall issue a written, reasoned award. The arbitrator shall have no authority, except in the case of fraud, to enter an award requiring any adjustment in compensation or payments respecting any dispute involving services rendered more than twenty-four (24) months prior to receipt of the Initial Notice. The arbitrator may award declaratory or injunctive relief only in favor of the Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. Facility and BCBS agree that each may bring claims against the other only in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both Facility and BCBS agree otherwise, the arbitrator may not consolidate Facility's claims with the claims of any other Facility or third-party and may not otherwise preside over any form of a representative or class proceeding.

6.12 **Medicare Advantage Network.** By executing this MA Agreement, Facility expressly agrees to participate in BCBS's Medicare Advantage provider network(s) under the terms and conditions of this MA Agreement. For avoidance of doubt, BCBS's Medicare Advantage line of business may contain multiple provider networks and products (e.g., MA HMO, MA PPO, and/or similar plans issued in connection with a contract with the Centers for Medicare and Medicaid Services). Facility is participating in the MA network(s) indicated on the cover page of this MA Agreement.

6.13 **Force Majeure.** Neither Party will be liable for any failure to timely perform its obligations under this MA Agreement if prevented from doing so by a cause or causes beyond its commercially reasonable control including, but not limited to, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars, restraints of government, cyber-attacks, or pandemics. Facility agrees to notify BCBS within two (2) business days of the event and cooperate with BCBS in assessing the impact to MA Covered Persons for the duration of the delay.

6.14 **Governing Law.** Federal law shall control as to the Medicare Advantage and Part D programs and this MA Agreement shall be governed in all other respects whether relative to validity, construction, capacity and performance, or otherwise by the laws of the State of Oklahoma.

6.15 **Attachments.** Attachments to this MA Agreement are incorporated by reference. Attachments that by their nature or terms call for Facility's completion and return to BCBS shall be addressed by Facility accordingly.

6.16 **Assignment and Merger.** Neither Party may assign (including, without limitation, by operation of law, as a result of a merger, consolidation, amalgamation, or other transaction or series of transactions or any change of control) this MA Agreement or any of its rights or obligations hereunder to any other person, entity or affiliate, without the prior written consent of the other Party. Facility shall also obtain HCSC's written consent in connection with any transaction, or series of transactions, resulting in a change of control of Facility. As an exception to the foregoing, any of the rights and obligations of HCSC under this MA Agreement may be assumed by, or assigned to, an HCSC Affiliate, including, but not limited to, subsidiaries, of HCSC (including any successor corporation, whether by merger, consolidation or reorganization) without the prior written consent by Facility. Any reference in this MA Agreement to HCSC will include its directors, officers and employees, as well as the directors, officers and employees of any of its subsidiaries or HCSC Affiliate companies (including any successor corporations, whether by merger, consolidation or reorganization) and HCSC or its successor corporation will be responsible and liable for all rights and obligations in connection with this MA Agreement. This MA Agreement will be binding upon and inure to the benefit of the respective Parties hereto and permitted assigns. HCSC's standing or routine contractual arrangements for the acquisition and use of facilities, services, supplies, equipment and personnel from other entities will not constitute an assignment under this MA Agreement. Facility shall also obtain HCSC's written consent prior to consolidating locations, whether covered under this MA Agreement or not. The provider number and physical address listed herein shall be the only permissible billing provider for that location, and for that location alone, unless otherwise agreed to by HCSC.

6.17 **Entire Agreement.** This MA Agreement, together with any attachments and amendments hereto contains the entire understanding between the Parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof. In the event of any conflict between the provisions of the attachments to this MA Agreement and the provisions of this MA Agreement other than the attachments, the provisions of the attachments shall prevail.

6.18 **Confidentiality of Agreement.** To the extent permissible by law, this MA Agreement is confidential as between Facility and BCBS (including HCSC) and shall not be disclosed to third parties other than their respective financial, accounting and legal advisors absent prior written consent of the non-disclosing Party or valid, compulsory legal process, of which the recipient shall promptly give notice to the other Party before complying therewith.

6.19 **Non-Disparagement.** Facility, on behalf of itself and its Representatives, agrees not to make, or intentionally cause or allow any other person to make, any public statement that is factually false or disparages or casts a negative light on BCBS, HCSC or any of its affiliates, or any of their respective officers, employees or directors. This section shall not be construed to prohibit any person from making truthful public statements in response to incorrect public statements or when required by law, subpoena, court order, or the like.

6.20 **No Interference with Business Relationships.** Facility agrees that during the term of this MA Agreement, Facility shall not engage in activities, directly or indirectly, whether written, verbal or electronic, that are designed to or result in any of the following: (a) disturb or attempt to disturb any business relationship or agreement between BCBS and any other person or entity, including but not limited to brokers, agents, MA Providers, group customers, and MA Covered Persons; or (b) solicit or induce, or direct others to solicit or induce, any broker, agent, MA Provider, or group customer with respect to carving out all or some benefits from health plans offered or administered by BCBS. Activities that interfere with business relationships include but are not limited to:

6.20.0 soliciting, influencing, encouraging or inducing, or attempting to solicit, influence, encourage or induce any Covered Person or employer group to disenroll from health plans offered by BCBS;

6.20.1 soliciting, influencing, encouraging or inducing or attempting to solicit, influence, encourage or induce any potential MA Covered Person or potential employer group to refrain from enrolling in health plans offered by BCBS;

6.20.2 soliciting, influencing, encouraging or inducing or attempting to solicit, influence, encourage or induce any MA Covered Person, potential MA Covered Person, employer group or potential employer group to enroll for health benefits with any other health benefit plan or insurer

6.20.3 advising or encouraging MA Providers currently under contract with BCBS to cancel, or not renew, said contracts;

6.20.4 directly impeding or interfering with negotiations which BCBS is conducting with any third party relating to BCBS's provision of health benefits or related services;

6.20.5 using or disclosing to any third party BCBS's membership acquired during the term of this MA Agreement unless authorized in advance in writing by BCBS, which authorization shall be within BCBS's sole discretion and following such authorization, use or disclosure is in strict adherence to all privacy and security laws;

6.20.6 mischaracterizing the nature or scope of coverage provided by BCBS.

Nothing in this section is intended or shall be deemed to restrict any communication between Facility and MA Covered Person relating to medical care and/or treatment options. Additionally, nothing in this section shall be deemed as precluding Facility from advising MA Covered Persons and potential MA Covered Persons of all of the insurance plans and network plans which have contracted with Facility, provided such communication shall be done in a manner that is uniform in nature without preference to any insurance or network plans. This section shall survive termination of this MA Agreement.

## ARTICLE VII
## MEDICARE REGULATORY PROVISIONS

7.0 **Audit.** HHS, the Comptroller General, and their designees, have the right to audit, evaluate, collect, and inspect any books, contracts, computer or other electronic systems, including medical records and documentation of Facility and any Downstream Entities, related to services provided under the

CMS Contract. HHS's, the Comptroller General's and or their designees' right to inspect, evaluate, collect, and audit any pertinent information for any particular contract period lasts for ten years from the last day the CMS Contract is in effect or from the date of completion of any audit of an MA Organization by the Department of Health and Human Services, the Government Accountability Office, or their designees, whichever is later. Facility shall maintain records a minimum of ten years in accordance with this section. [42 CFR § 422.504(e)(4), (i)(2)(ii)]

7.1 **MA Covered Person Hold Harmless.** Facility shall not hold MA Covered Persons liable for payment of any fees that are the obligation of BCBS. [42 CFR § 422.504(g)(1)]

7.2 **Dual-Eligible Cost-Sharing.** Facility agrees that, for Covered Persons who are eligible for benefits under both the Medicare and Medicaid Programs ("Dual-Eligible Subscribers"):

7.2.0 Facility shall not hold Dual-Eligible Subscribers liable for Medicare Part A and B cost sharing when the state Medicaid program is responsible for payment of such amounts;

7.2.1 Facility shall accept payment under the MA Agreement as payment in full for Covered Services provided to a Dual-Eligible Subscriber or submit a claim to the appropriate state Medicaid source for payment; and

7.2.2 Facility shall coordinate with BCBS to ensure that Facility is informed of Medicare and Medicaid benefits and cost-sharing rules for Dual-Eligible Subscribers. [42 CFR § 422.504(g)(1)(iii)]

7.3 **Compliance with Medicare Law.** Facility and all Downstream Entities must perform all services in compliance with all Medicare laws, regulations and CMS instructions and guidance. [42 CFR § 422.504(i)(4)(v)]

7.4 **Services.** Any services or other activity performed by Facility or any Downstream Entities shall be performed in accordance with BCBS's contractual obligations to CMS and applicable professionally recognized standards of health care. [42 CFR § 422.504(i)(3)(iii); 42 CFR § 422.504(a)(3)(iii); MMCM Chapter 11 Section 100.4 Table]

7.5 **Compliance with Laws.** Facility shall comply with all Federal laws designed to prevent or ameliorate fraud, waste and abuse, including but not limited to applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.) and the anti-kickback statute (Social Security Act § 1128B(b)). and the HIPAA administrative simplification rules at 45 CFR parts 160, 162, and 164. Facility shall maintain all licenses, permits, and qualifications required under applicable laws and regulations for Facility to perform the services under this MA Agreement. [42 CFR § 422.504(h)(1); MMCM Chapter 11 Section 100.4]

7.6 **Compliance Plan.** Facility agrees to implement and maintain a compliance plan that meets the standards for an effective compliance program set forth in applicable Medicare laws, including measures to correct, detect and prevent fraud, waste and abuse, and addresses the scope of services under the MA Agreement. Such compliance program shall require cooperation with BCBS's compliance plan and policies. [42 CFR § 422.503(b)(4)(vi)(A); MMCM Chapter 21/9, sec. 50.1.3]

7.7 **Delegated Activities.** Delegated activities and reporting requirements, if any, are contained in this MA Agreement. Facility shall ensure compliance in any delegated activities in accordance with 42 C.F.R. §§ 422.504. BCBS may revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or BCBS determine that Facility has not performed delegated activities or reporting requirements satisfactorily. [42 C.F.R. § 422.504(i)(4)]

7.8 **BCBS Oversight.** BCBS oversees all functions and responsibilities under the MA Agreement described in Laws and maintains ultimate responsibility for adhering to and complying with all terms and conditions of the CMS Contract. The performance of the parties is monitored by BCBS on an ongoing basis. [42 CFR § 422.504(i); 422.504(i)(4)(iii)]

7.9 **Credentialing.** The credentials of medical professionals affiliated with the Facility will be reviewed by BCBS, or to the extent that Facility or any Downstream Entity provides credentialing of Medical Providers, the credentialing process will be reviewed and approved by BCBS and BCBS shall audit the credentialing process on an ongoing basis. [42 CFR § 422.504(i)(4)(iv)]

7.10 **Delegation.** BCBS retains the right to approve, suspend, or terminate any arrangement relating to the delegation of selection of providers. [42 C.F.R. § 422.504(i)(5)]

7.11 **Claim Payments.** BCBS shall make payment on a clean claim, as defined in Laws, to Facility within thirty (30) days of BCBS's receipt of such claim at such address designated by BCBS. [42 CFR § 422.520]

7.12 **Cultural Competency.** Services shall be provided in a culturally competent manner to all MA Covered Persons, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds. [42 CFR § 422.112(a)(8)]

7.13 **Privacy and Confidentiality.** Facility and any Downstream Entities agree to safeguard MA Covered Person privacy and confidentiality of MA Covered Person health records and assure accuracy of MA Covered Person health records. Facility shall abide by all Federal and State laws and regulations regarding confidentiality and timely access to medical records, or other health and enrollment information. [42 CFR § 422.118; MMCM Chapter 11 Section 100.4]

7.14 **Data Certification.** Facility agrees that, upon request by BCBS, it will have its CEO or CFO or an individual with authority to sign on behalf of such officers, certify to the accuracy, completeness and truthfulness of all data submitted to BCBS under the MA Agreement in the form and format set out in Attachment C, which is attached and incorporated herein by reference. [42 C.F.R. § 422.504(l)(3)]

7.15 **Policies, Procedures, and Provider Manuals.** Facility agrees to comply with BCBS's policies and procedures and BCBS's Medicare Advantage Provider Manuals. Facility shall comply with BCBS's policies and procedures for utilization review, quality management and improvement, credentialing and the delivery of preventive health services. [MMCM Chapter 11 Section 100.4]

7.16 **MA Covered Person Appeals and Grievances.** Facility shall cooperate and comply with all BCBS requirements regarding the processing of MA Covered Person grievances, coverage determinations and appeals, including the obligation to provide BCBS any and all information within the time frame reasonably requested by BCBS to ensure compliance with Laws. [42 CFR § 422.504(a)(7), 422.562(a)]

7.17 **Physician Incentive Plans.** If the arrangement between the parties involves a physician incentive or risk arrangement, both parties agree to comply with the Physician Incentive Plan (PIP) regulations set forth in 42 CFR § 422.208 and 42 CFR § 422.210.

7.18 **Offshore Work.** Facility shall not engage in any activity that allows storage or access to Covered Persons' information outside of the United States of America without the prior written consent of BCBS. [CMS Memoranda to all Part C and D Plan Sponsors, dated 7/23/2007; 9/20/2007; 8/26/2008.]

7.19 **Medicare Participation.** Facility must have a signed participation agreement with CMS or suppliers approved by CMS as meeting conditions for coverage, in accordance with 42 CFR § 498.2, 422.204(b)(3), and Medicare Managed Care Manual, Chapter 6 Section 70.

7.20 **Exclusion from Participation in Government Programs.**

7.20.0 Facility certifies that neither Facility nor its employees, any Downstream Provider, any affiliated party or any Downstream Entity involved in the provision of services under the MA Agreement has been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract; (ii) listed by a federal governmental agency as debarred; (iii) proposed for debarment or suspension or otherwise excluded from federal program participation or listed on the CMS preclusion list described in 42 C.F.R. § 422.222 ("CMS Preclusion List"); (iv) 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; (v) within a three (3) year period preceding the date of this MA Agreement, had one or more public transactions (federal, state or local) terminated for cause or default. [42 CFR § 422.752(a)(8), (a)(12); Social Security Act § 1862(e) [42 U.S.C. 1395y]; §1128 [42 USC 1320a-7f].]

7.20.1 Facility shall check appropriate databases at least monthly to determine whether any of Facility's employees, subcontractors or affiliated parties or Downstream Entities involved in the provision of services under the MA Agreement 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 CMS Preclusion List, the HHS Office of Inspector General ("OIG") List of Excluded Individuals/Entities ("LEIE"), the System for Award Management ("SAM") exclusion lists, and any other federal or state governmental agency exclusion list of persons who are sanctioned, debarred or voluntarily withdrawn as a result of a settlement agreement. Facility shall provide to BCBS upon request within the timeframe requested, but no later than within 48 hours, documentation showing such databases/exclusion lists were reviewed for all individuals involved in the provision of services under the MA Agreement. [MMCM Chapter 21/9, Section 50.6.8.]

7.20.2 Facility acknowledges and agrees that it has a continuing obligation to notify BCBS in writing within seven (7) business days if any of the above-referenced representations change. Facility 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 Agreement may be grounds for immediate termination of this MA Agreement, at the sole discretion of BCBS.

7.21 **Preclusion List.** Facility agrees, for all services on or after January 1, 2020:

7.21.0 MA Covered Persons do not have any financial liability for services, items, or drugs furnished, ordered, or prescribed to the MA Covered Person 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.

7.21.1 After the expiration of the sixty (60) day period specified in §422.222, Facility will no longer be eligible for payment from BCBS and will be prohibited from pursuing payment from the MA Covered Person as stipulated by the terms of the contract between CMS and BCBS per 42 C.F.R. § 422.504(g)(1)(iv); and

7.21.2 Such provider will hold financial liability for services, items, and drugs that are furnished, ordered, or prescribed after this 60-day period, at which point the provider and the MA Covered Person will have already received notification of the preclusion. [42 CFR §422.504(g)(1)(v)]

7.22 **Continuation of Services after Termination.** Upon termination of this MA Agreement for any reason, Facility shall continue to provide Covered Services to an MA Covered Person who is under the care of Facility at the time of termination, until the services being rendered to the MA Covered Person by Facility are completed, unless BCBS makes reasonable and medically appropriate provision for the assumption of such services by another provider. Facility shall continue to arrange for Covered Services to those MA Covered Persons who are hospitalized on an inpatient basis at the time this MA Agreement is no longer in effect until the MA Covered Person is discharged from the hospital. [42 CFR § 422.504(g)(2), (3)]

*Refer to cover page for Effective Date, contact information and signatures.*

**ATTACHMENT A**
**MEDICARE ADVANTAGE COMPENSATION SCHEDULE FOR HOSPITALS**

1.0 **General Compensation, including Professional Services.** Facility will accept as payment in full for the provision of a Covered Service to an MA Covered Person the lesser of (i) one hundred percent (100%) of billed charges or (ii) one hundred percent (100%) of the Medicare allowed amount, or as described in Sections 1.1 and 1.2 below if applicable, taking into account all Medicare claims processing rules, including, but not limited to, claim edits, processes, bundling logic, etc., in effect at the time the Covered Service is provided, less any applicable cost sharing amount that is the responsibility of the MA Covered Person pursuant to the terms of such MA Covered Person's MA Coverage Agreement.

1.0.0 **Non-Physician Providers.** Compensation shall be paid to non-physician providers only if such providers are authorized under traditional Medicare to provide services to Medicare beneficiaries. To the extent that the rendering provider is a non-physician provider (e.g. CRNA, NP, PA, Ph.D., MA, etc.) the Medicare Payment Rate shall be adjusted by that percentage published and used by CMS (as of the date of service) to adjust the standard Medicare payment rate.

1.1 **Facility Services: Acute Inpatient, Psychiatric and Outpatient Hospital Services.** If Facility is an Acute Inpatient, Psychiatric or Outpatient Hospital, Facility agrees to accept payment for Covered Services provided to an MA Covered Person the lesser of billed charges or as follows:

1.1.0 **Inpatient Services.** 100% of the Inpatient Prospective Payment System ("IPPS") as published by CMS for each facility as of the claim processing date for the date(s) of service on the claim. The amount shall include all calculations and components of the IPPS, as updated from time to time by CMS and at least yearly.

1.1.1 **Outpatient and Observation Services.** 100% of the Outpatient Prospective Payment System ("OPPS") for applicable services as published and defined by CMS for each facility as of the claim processing date for the date(s) of service of the claim. The amount shall include all calculations and components of the OPPS, as updated from time to time by CMS but at least yearly.

1.1.2 If Facility is an Acute Inpatient, Psychiatric or Outpatient Hospital, the following facilities and services are excluded from payment to Facility under the MA Agreement and this Attachment A, and must be billed pursuant to CMS Medicare billing requirements, Medicare Claims processing rules, including, but not limited to, Claim edits, processes, bundling logic, etc., in effect at the time the Covered Service:

(a) Free-standing Skilled Nursing Facilities
(b) Free-standing Urgent Care Centers
(c) Outpatient Durable Medical Equipment and Infusion Therapy Services
(d) Home Health Services
(e) Dialysis Services
(f) Ambulance Services (air and ground)

1.2 **Facility Services: Critical Access Hospital (CAH), Federally Qualified Health Center (FQHC), and Rural Health Center (RHC) Services.** If Facility is a Critical Access Hospital (CAH), Federally Qualified Health Center (FQHC), or Rural Health Center (RHC), Facility agrees to accept payment for Covered Services provided to an MA Covered Person the lesser of billed charges or as follows:

1.2.0 **Inpatient Services.** A per diem equal to Facility's prevailing interim CMS per diem, in accordance with applicable Medicare Advantage laws, rules and regulations, less any Copayments, Coinsurance, Deductible, or other Covered Person cost share due from such Covered Persons. This amount is based on the prevailing interim per diem rate being paid

by CMS to Facility. This amount will be adjusted periodically, based upon CMS fiscal intermediary (FI) review of Facility cost report or financial statements and subsequent interim payment rate changes. Facility shall, within thirty (30) days following receipt of notice from its CMS FI, provide BCBS with a copy of such notice of adjustments of Facility's interim per diem payment rates. BCBS shall begin reimbursing Facility the adjusted interim payment rate on the first day of the month following BCBS's receipt of the notice from Facility.

1.2.1 **Outpatient Services.** 100% of the prevailing Original Medicare outpatient percent of charge reimbursement under the CMS Standard Payment Method in effect as of the date such services are rendered and in accordance with applicable Medicare Advantage laws, rules and regulations, less any Copayments, Coinsurance, Deductible, or other Covered Person cost sharing due from such Covered Persons. This amount is based on the prevailing interim percent of charge reimbursement being paid by CMS to Facility. This amount will be adjusted periodically, based upon CMS fiscal intermediary (FI) review of Facility cost report or financial statements and subsequent payment rate changes. Facility shall, within thirty (30) days following receipt of notice from its CMS fiscal intermediary (FI), provide BCBS with a copy of such notice of adjustments of Facility's cost-to-charge ratio. BCBS shall begin reimbursing Facility the adjusted interim payment rate on the first day of the month following BCBS's receipt of the notice from Facility.

1.2.2 **Rehabilitation or Psychiatric Distinct Part Units Payment Terms.** If Facility has a Rehabilitation or Psychiatric Distinct Part Unit (DPU), then reimbursement for Inpatient Services will be 100% of the applicable Rehabilitation or Psychiatric Inpatient Prospective Payment System ("IPPS") as published by CMS for each applicable facility DPU as of the date(s) of service on the claim. The amount shall include all calculations and components of the IPPS, as updated from time to time by CMS and at least yearly.

1.3 **Readmissions.** If the Covered Person is readmitted to the hospital within thirty (30) days of the initial discharge for the same, similar, or related diagnosis (i.e. a condition that is clinically related) to the prior admission, the subsequent admission(s) may be considered inclusive of the first admission. BCBS may review the appropriateness of the readmission. If BCBS determines that the subsequent admission(s) was inclusive of the first admission, it may make adjustments to such claim payments.

1.4 **Sequestration.** Payments shall be made according to standard Medicare payment methodologies. The 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 Agreement. Accordingly, both parties agree that the rates payable under this MA Agreement shall be adjusted by the amount proportionally equal to any reductions under Sequestration and such similar legal authority thereafter, if any.

1.5 **Disproportionate Share and Indirect Medical Education.** BCBS and Facility agree that the Facility's Medicare Administrative Contractor ("MAC") will make the following payments to the Facility for Covered Persons: (a) bad debt/disproportionate share hospital (DSH) and (b) Plan operating indirect medical education ("IME") payments. BCBS and Facility further agree that BCBS will not make payment under this Agreement for those items or services that are paid by the MAC and/or Medicare directly to Facility.

1.6 **Bad Debt.** The Parties further agree that there will be no "bad debt" settlement payments made to Facility by BCBS at any time. "Bad debt" settlement payments are those bad debt reimbursements to providers that meet the minimum Medicare requirements under applicable Laws, rules, regulations and Medicare guidance.

1.7 **Claims Submission.**

1.7.0 Facility shall submit complete and properly executed claims for a Covered Service to BCBS or its designee within one hundred eighty (180) calendar days of the date the Covered Service is rendered. If Facility fails to submit a claim in compliance with this paragraph, Facility forfeits the right to payment from BCBS or the MA Covered Person.

1.7.1 If an MA Covered Person has coverage with another plan that is primary to Medicare, Facility will submit a claim for payment to that plan first.

1.7.2 Claims may be submitted (i) electronically in the CMS National Standard Format (NSF) or the current version of the ANSI 837 format, or (ii) on a completed version of the applicable CMS claim form.

1.8 **Claims Payment.** BCBS shall make payment on a Clean Claim to Facility within thirty (30) days of BCBS's receipt of such claim at such address designated by BCBS.

*Refer to cover page for Effective Date, contact information and signatures.*

**ATTACHMENT B**
**MEDICARE ADVANTAGE DOWNSTREAM PROVIDER ADDENDUM**

This Medicare Advantage Downstream Provider Addendum ("Downstream Addendum") is a supplement to the MA Agreement between BCBS and Facility.

By execution of this Downstream Addendum, the undersigned health care professional, organization or entity affiliated with Facility by contract ("Downstream Provider") agrees to provide Covered Services to MA Covered Persons of BCBS pursuant to the Blue Cross Medicare Advantage Network Participation Agreement ("MA Agreement") between BCBS and Facility (the "Parties"). The MA Agreement sets forth the terms and conditions under which Facility and Downstream Provider shall provide or arrange for the provision of Covered Services to MA Covered Persons under BCBS's MA Program. The effective date of this Downstream Addendum shall be the later of the effective date of the Parties' MA Agreement or the effective date specified below.

Downstream Provider hereby understands and agrees to the following:

1.0 **The MA Agreement.** Downstream Provider has received and read a copy of the Parties' MA Agreement, which is incorporated into and made a part of this Downstream Addendum by reference. Downstream Provider agrees to provide Covered Services to MA Covered Persons in accordance with the MA Agreement.

1.1 **Conflicting Terms.** Downstream Provider agrees that if any terms in the underlying agreement between Downstream Provider and Facility conflict or appear to conflict with the MA Agreement and/or this Downstream Addendum, the terms in the MA Agreement and/or this Downstream Addendum shall control.

1.2 **Downstream Provider Obligations.** Downstream Provider agrees to the obligations set forth in the MA Agreement which are applicable to Facility. Downstream Provider acknowledges and agrees that BCBS may suspend or terminate the Downstream Provider's delivery of Covered Services to MA Covered Persons or take such other remedial action as BCBS, in its reasonable discretion, deems appropriate, or upon determination by CMS, in its sole discretion, or BCBS, in its reasonable discretion, that the Downstream Provider is not performing the services satisfactorily.

1.3 **Compensation.** Downstream Provider shall accept as payment in full from BCBS the amounts set forth in the MA Agreement and any attached payment attachments and shall not bill any of BCBS's MA Covered Persons for any fees that are the legal obligation of BCBS.

Notwithstanding the effective date of the Parties' MA Agreement, the effective date of this Downstream Addendum is _____.

_____
Name of Facility

_____
Authorized Signature

_____
Name of Signatory

_____
Title of Signatory

_____
Date of Signatory

**ATTACHMENT C**
**DATA CERTIFICATION**

(SAMPLE – ONLY TO BE SUBMITTED WITH ANY DATA COLLECTION REQUEST BY BCBS)

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

Facility has reported to BCBS, for transmission to CMS, and for the period of _____(INDICATE DATES), all _____(INDICATE TYPE OF DATA) data requested by BCBS available to Facility with respect to the HCSC Medicare Plans. Based on best knowledge, information, and belief as of the date indicated below, all information submitted to BCBS via this report is accurate, complete, and truthful.

_____
Name of Facility

_____
Authorized Signature

_____
Name of Signatory

_____
Title of Signatory

_____
Date Signed

**ATTACHMENT D**
**LOCATIONS AND ANCILLARY ENTITIES**

The locations listed below are included under this MA Agreement. No other location or ancillary entity existing on the effective date of this MA Agreement is included in this Agreement, and the terms and conditions of this MA Agreement shall not be deemed to apply to any location or ancillary entity other than those listed on this Attachment D. If Facility now has or later opens one or more additional locations or ancillary entities, they shall not be included under this MA Agreement unless and until such locations or ancillary entities are added to this Attachment by amendment. Facility shall provide at least sixty (60) days' advance written notice of any new location or ancillary entity. New locations and ancillary entities may be added to this Attachment D in the sole discretion of BCBS by an amendment and cannot under any circumstances be deemed to have occurred in the absence of such amendment. Facility also agrees to notify BCBS in writing of the sale, closing or change of address of any location or ancillary entity listed on Attachment D.

| **Mangum City Hospital Authority d/b/a Mangum Regional Medical Center** | | |
|---|---|---|
| *Location or Ancillary Entity* | *Physical Address* | *NPI* |
| **Mangum Regional Medical Center (main campus)** | **1 Wickersham Drive Mangum, OK 73554** | **1033635263** |

*Refer to cover page for Effective Date, contact information and signatures.*