



**BlueCross BlueShield
of Oklahoma**

**Blue Plan65 Select Network Addendum to the
Blue Traditional Network Participating Hospital Agreement**

This Blue Plan65 Select Network Addendum (“Blue Plan65 Select Addendum”) to the Blue Traditional Network Participating Hospital Agreement (“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, (“The Plan”), and the undersigned (“Hospital”). This Blue Plan65 Select Addendum includes and incorporates all applicable terms and conditions of the Agreement currently in effect between Hospital and The Plan.

As of the date executed, this Blue Plan65 Select Addendum includes the following:

Blue Plan65 Select Network Addendum for Hospitals

The undersigned hereby agree to the terms and conditions contained in this Blue Plan65 Select Addendum. This Blue Plan65 Select Addendum shall be effective beginning on the first day of the month following execution by The Plan.

MANGUM CITY HOSPITAL AUTHORITY D/B/A
MANGUM REGIONAL MEDICAL CENTER

BLUE CROSS AND BLUE SHIELD OF
OKLAHOMA, A DIVISION OF HEALTH CARE
SERVICE CORPORATION, A MUTUAL LEGAL
RESERVE COMPANY

Authorized Signature

Authorized Signature

Name of Signatory

RICK KELLY

Name of Signatory
VICE PRESIDENT HEALTH CARE DELIVERY
PROVIDER NETWORK OPERATIONS

Title of Signatory

Title of Signatory

Date Signed

Date Signed

Notwithstanding the terms of the Agreement, with respect to Blue Plan65 Select Members only, the following terms shall apply:

ARTICLE I – DEFINITIONS

- 1.0 Blue Plan65 Select Member: Any person described in *Applicability of Agreement* in Article IX of the Agreement whose designated network is Blue Plan65 Select.
- 1.1 Blue Plan65 Select Network: Includes all Blue Plan65 Select Participating Providers under an agreement with The Plan to render Covered Services to Blue Plan65 Select Members.
- 1.2 Blue Plan65 Select 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 Plan65 Select Members.

ARTICLE II – AGREEMENTS OF HOSPITAL

- 2.0 Accept Reimbursement: Hospital agrees to accept as payment in full the lesser of Hospital's charges for Covered Services or The Plan's Maximum Reimbursement Allowance set forth in Article IV of this Blue Plan65 Select Addendum. Hospital agrees to bill Member only for Hospital Services not covered by Medicare or the Blue Plan65 Select Benefit Agreement. Hospital shall not bill or attempt to collect from Member for Hospital Services denied as not Medically Necessary or Experimental/Investigational/Unproven in accordance with Article VI of the Agreement and Article V of this Blue Plan65 Select Addendum unless Hospital has obtained a Written Waiver from the Blue Plan65 Select Member prior to rendering services. Hospital shall refund to Blue Plan65 Select Member any amounts which may have been collected from the Blue Plan65 Select Member in excess of the Blue Plan65 Select Member's responsibility as shown on The Plan's Explanation of Claims Submission when issued.
- 2.1 Blue Plan65 Select Members: Hospital agrees to extend all Covered Services, including all services listed on Exhibit B to the Agreement, to Blue Plan65 Select Members in accordance with the applicable terms and conditions of the Agreement currently in effect between Hospital and The Plan.
- 2.2 Preauthorization: Once a Blue Plan65 Select Member exhausts his/her benefits under Medicare, Hospital agrees to obtain Preauthorization for such Member as outlined in Article VI of the Agreement and Article V of this Blue Plan65 Select Addendum.

ARTICLE III – AGREEMENTS OF THE PLAN

- 3.0 Reimbursement: The Plan agrees to reimburse Hospital in accordance with the reimbursement provisions set forth in Article IV of this Blue Plan65 Select Addendum for Covered Services provided to the Blue Plan65 Select Member as of the effective date of this Blue Plan65 Select Addendum. This reimbursement shall be applicable to all services arranged, provided and billed by Hospital. The Plan shall deduct any copayments, deductible and coinsurance amounts required by the applicable Benefit Agreement from payment due Hospital.

ARTICLE IV – REIMBURSEMENT

- 4.0 Applicability of Reimbursement: The lesser of Hospital's charges for Covered Services or The Plan's Maximum Reimbursement Allowance herein shall be paid for Covered Services provided to Blue Plan65 Select Members. Hospital agrees to hold such individuals harmless from any sums in excess of the Maximum Reimbursement Allowance.

4.1 Maximum Reimbursement Allowances: Maximum Reimbursement Allowances for Covered Services provided to Blue Plan65 Select Members shall be determined as follows:

4.1.0 Inpatient Reimbursement:

- (a) Services Covered By Medicare: For services provided to the Blue Plan65 Select Member that are covered by Medicare, for which the Blue Plan65 Select Member has Medicare benefits, Hospital will accept as total reimbursement the Medicare allowable reimbursement less the Blue Plan65 Select Member's copayment, coinsurance and deductible amounts, but not less than ninety percent (90%) of the total Medicare allowable reimbursement for each Blue Plan65 Select Member admission. If Medicare pays an amount that is less than ninety percent (90%) of the Medicare allowable, then The Plan agrees to pay an amount necessary to bring the total reimbursement up to ninety percent (90%) of the Medicare allowable.
- (b) After Medicare Benefits Exhausted: For services provided to the Blue Plan65 Select Member that are considered to be covered by Medicare, and for which the Blue Plan65 Select Member has exhausted his/her Medicare benefits, Hospital will accept from The Plan the amount that Medicare would have allowed for such services if the Blue Plan65 Select Member had Medicare benefits remaining.
- (c) Services Not Covered By Medicare or The Plan: For services provided to the Blue Plan65 Select Member that are not covered either by Medicare or by the Blue Plan65 Select Member's Blue Plan65 Select Benefit Agreement, and benefits are exhausted, Hospital may collect charges for such services directly from the Blue Plan65 Select Member.

4.1.1 Outpatient Reimbursement:

- (a) Services Covered By Medicare: For services provided to the Blue Plan65 Select Member that are covered by Medicare, for which the Blue Plan65 Select Member has Medicare benefits, Hospital will accept Medicare's allowed reimbursement as full reimbursement. Amounts allowed by Medicare for services that are ordinarily the responsibility of the Blue Plan65 Select Member will be paid by The Plan, up to the limits of the Member's Blue Plan65 Select Benefit Agreement.
- (b) Services Not Covered By Medicare or The Plan: For services provided to the Blue Plan65 Select Member that are not covered either by Medicare or by the Blue Plan65 Select Member's Benefit Agreement, and benefits are exhausted, Hospital may collect charges for such services directly from the Blue Plan65 Select Member.

4.2 Professional Reimbursement: Professional Services shall be billed on a CMS 1500 and subsequent revisions as appropriate and will be based on the Medicare Part B allowable charge. Medicare Part B copayment, coinsurance and deductible amounts which would ordinarily be owed by the Blue Plan65 Select Member will be paid directly to Hospital by The Plan on behalf of the Blue Plan65 Select Member.

4.3 Terminated Procedures: When Medicare benefits are exhausted and a Covered Service is terminated after a patient has been prepared for surgery (including sedation when provided) and taken to the room where the procedure is to be performed, but before the induction of anesthesia, The Plan will pay fifty percent (50%) of the charges for Covered Services. When a Covered Service procedure is terminated after the induction of anesthesia or after the procedure was started (incision made, intubation started, scope inserted), The Plan will pay one hundred percent (100%) of the amount that Medicare would have allowed for such services if the Blue Plan65 Select Member had Medicare benefits remaining.

ARTICLE V – UTILIZATION MANAGEMENT

When the Blue Plan65 Select Member has exhausted his/her benefits under Medicare, it is the responsibility of Hospital to ensure The Plan is contacted and Preauthorization is obtained or verified according to the requirements set forth in Article VI of the Agreement, and follow the process set forth in the Agreement. To the extent practical, Hospital should contact The Plan at least five (5) days in advance of the Member's Medicare benefits exhausting. In addition, the following section shall apply:

5.0 Sanctions for Failure to Preauthorize:

- 5.0.0 Services That Are Not Medically Necessary: If the services are not Medically Necessary or Experimental/Investigational/Unproven, payment will be denied. The denied amounts may not be collected from the Blue Plan65 Select Member or any other Member as defined in the Agreement, unless a Written Waiver has been executed.
- 5.0.1 Services That Are Medically Necessary: If the services are Medically Necessary, the amount due to Hospital will be reduced by five hundred dollars (\$500.00). This five hundred dollar (\$500.00) sanction may not be collected from the Blue Plan65 Select Member or any other Member as defined in the Agreement.
- 5.0.2 Failure to Comply: Repeated failure to comply with The Plan's Preauthorization requirements may be considered cause for Hospital's termination from the Blue Plan65 Select Network.

ARTICLE VI – TERM AND TERMINATION

- 6.0 Term and Termination: This Blue Plan65 Select Addendum shall be effective as stated on the cover page of this Blue Plan65 Select Addendum, and shall continue until the earlier of (1) termination of all agreements between Hospital and The Plan or (2) termination of only this Blue Plan65 Select Addendum in accordance with the termination provisions of the Agreement.

Refer to cover page for effective date and signatures.