



**BlueCross BlueShield  
of Oklahoma**

**Blue Cross Medicare Advantage<sup>SM</sup> PPO Addendum  
to the Blue Traditional Network Participating Hospital Agreement  
including the Blue Choice PPO Network Addendum**

This Blue Cross Medicare Advantage PPO Addendum (“Blue Cross MA PPO Addendum”) to 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 (“HCSC”), and its subsidiaries and affiliates, and the undersigned, (“Hospital”) including the entities listed on Exhibit B to the Agreement. This Blue Cross MA PPO Addendum includes and incorporates all applicable terms and conditions of the Agreement and the Blue Choice PPO Network Addendum (“Blue Choice PPO Addendum”) with respect to the provision of Covered Services to Blue Cross Medicare Advantage PPO Members enrolled in Blue Cross Medicare Advantage PPO Plans, offered by HCSC or its subsidiaries or affiliates (“The MA Plan”).

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

- Blue Cross Medicare Advantage PPO Addendum
- Attachment A, Compensation/Claims Submission
- Attachment B, Attestation

The undersigned hereby agree to the terms and conditions contained in this Blue Cross MA PPO Addendum. This Blue Cross MA PPO Addendum shall be effective beginning on \_\_\_\_\_.

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

## RECITALS

**WHEREAS**, the Parties entered into the Agreement and Blue Choice PPO Addendum to provide Covered Services to The MA Plan's Members;

**WHEREAS**, the Parties mutually desire to supplement the Agreement and the Blue Choice PPO Addendum to include the provision of Covered Services to The MA Plan's PPO Members who are enrolled in Blue Cross Medicare Advantage PPO and Part D Plans (collectively, "Blue Cross Medicare Advantage PPO Members"); and

**WHEREAS**, CMS requires that specific terms and conditions be incorporated into the agreement between a Medicare Advantage Organization and Provider to comply with the Medicare laws, regulations, and CMS instructions; and

**WHEREAS**, the Parties agree to supplement the Agreement and the Blue Choice PPO Addendum to include the requirements applicable to Blue Cross Medicare Advantage PPO Network Providers, as the term is defined below, participating in the Blue Cross Medicare Advantage PPO Provider Network, as the term is defined below.

**NOW THEREFORE**, in consideration of the terms and conditions set forth in the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

## ARTICLE I - DEFINITIONS

All capitalized terms not defined in this Blue Cross MA PPO Addendum shall have the meanings ascribed to them in the Agreement and the Blue Choice PPO Addendum.

- 1.0 Blue Cross Medicare Advantage PPO Members: means Medicare eligible Members who are enrolled in a Medicare Advantage PPO Plan offered by HCSC or its subsidiaries or affiliates.
- 1.1 Blue Cross Medicare Advantage PPO Network Provider: means a person or entity that contracts with The MA Plan to deliver health care services, including Covered Services, to Blue Cross Medicare Advantage PPO Members.
- 1.2 Blue Cross Medicare Advantage PPO Plan(s): means the Blue Cross Medicare Advantage PPO Plan(s) and Part D Plan(s) sponsored by The MA Plan or its affiliates pursuant to the CMS Contract.
- 1.3 Blue Cross Medicare Advantage PPO Provider Network: means the network of Participating Providers maintained by The MA Plan to provide Covered Services to Blue Cross Medicare Advantage PPO Members pursuant to the terms of their Blue Cross Medicare Advantage PPO Plan.
- 1.4 Centers for Medicare and Medicaid Services ("CMS"): means the agency within the Department of Health and Human Services that administers the Medicare program.
- 1.5 CMS Contract: means all the contracts between The MA Plan or its affiliates and CMS pursuant to which The MA Plan or its affiliates sponsors Blue Cross Medicare Advantage PPO and Part D Plans
- 1.6 Completion of Any Audit: means completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.
- 1.7 Covered Services: means those Services which are covered under a Blue Cross Medicare Advantage PPO Plan.
- 1.8 Downstream Entity: has the same definition that in 42 CFR §§ 422.2 and 423.4, which, at the time of execution of this Blue Cross MA PPO Addendum, means 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 The MA Plan and a First-Tier Entity, such as Hospital. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

- 1.9 Final Contract Period: means the final term of the contract between CMS and The MA Plan
- 1.10 First Tier Entity: has the same definition as in 42 CFR §§ 422.2 and 423.4, which, at the time of execution of this Blue Cross MA PPO Addendum, means any person or entity that enters into a written arrangement with The MA Plan to provide administrative and/or health care services, including Covered Services, to Blue Cross Medicare Advantage PPO Members.
- 1.11 HHS: means the U.S. Department of Health and Human Services.
- 1.12 Laws: means 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, including all applicable Medicare laws, regulations, and CMS instructions. Laws include, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, including the HIPAA administrative simplification rules at 45 CFR parts 160, 162, and 164; 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; any applicable state false claims statute, the federal anti-kickback statute; and the federal regulations prohibiting the offering of beneficiary inducements.
- 1.13 Medicare Advantage (“MA”): 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.
- 1.14 Medicare Advantage Organization (“MA Organization”): 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 MA contract requirements.
- 1.15 Medicare Advantage Plan or MA Plan: means a Medicare Advantage Plan sponsored by a Medicare Advantage Organization, as the term is defined in Laws, pursuant to the Medicare Advantage Program.
- 1.16 Medicare Advantage Program (MA Program): means the Medicare managed care program established and maintained under Laws.
- 1.17 Medicare Prescription Drug Plan or Part D Plan: means a Medicare prescription drug benefit plan sponsored by a Part D Plan Sponsor, as the term is defined in Laws, pursuant to the Part D Program.
- 1.18 Medicare Prescription Drug Program (“Part D Program”): means the Medicare prescription drug benefit program established and maintained under Laws.
- 1.19 Member or Enrollee: a Medicare Advantage or Part D eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization or Part D Plan Sponsor.
- 1.20 Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.
- 1.21 Related Entity: means any entity that is related to the MA organization or Part D Sponsor by common ownership or control and (1) performs some of the MA organization’s management functions under

contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2500 during the contract period.

## ARTICLE II - THE MA PLAN'S OVERSIGHT AND ACCOUNTABILITY

- 2.0 Oversight by The MA Plan: The Parties acknowledge and agree that The MA Plan shall oversee, and ultimately remain responsible and accountable to CMS for, those functions and responsibilities required of The MA Plan pursuant to Laws and its CMS Contract. The MA Plan shall provide ongoing monitoring and oversight of all aspects of Hospital's performance of its obligations under the Agreement, Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum.
- 2.1 Cooperation with CMS: The Parties acknowledge and agree that either Party's failure to cooperate with CMS or its designees may result in a referral of The MA Plan and/or Hospital to law enforcement and/or implementation of other remedial action by CMS, including, without limitation, imposition of intermediate sanctions.

## ARTICLE III - COVERED SERVICES

- 3.0 Provision of Covered Services: Hospital shall furnish Covered Services to Blue Cross Medicare Advantage PPO Members and otherwise perform other activities under the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum in a manner consistent and in compliance with the requirements of all Laws; The MA Plan's contractual obligations under its Medicare Advantage Contract with CMS; all of The MA Plan's applicable policies, procedures and guidelines, including, but not limited to, The MA Plan's compliance plan and such policies, procedures and initiatives for combating fraud, waste and abuse; and professionally recognized standards of health care. Hospital shall ensure that Covered Services are provided to Blue Cross Medicare Advantage PPO Members in a culturally competent manner, including for those Blue Cross Medicare Advantage PPO Members with limited English proficiency and/or reading skills, diverse cultural and ethnic backgrounds, physical disabilities, and mental disabilities. Hospital shall discuss all treatment options with Blue Cross Medicare Advantage PPO Members, including the option of no treatment, as well as related risks, benefits and consequences of such options. As applicable, Hospital shall provide to Blue Cross Medicare Advantage PPO Members instructions regarding follow-up care and training regarding self-care.
- 3.1 Direct Access to Certain Benefits: Hospital shall comply with all referral and Preauthorization procedures set forth in the Provider section of The MA Plan's website at [www.bcbsok.com](http://www.bcbsok.com), provided that no referral or prior authorization obligations shall be required for or imposed upon a Blue Cross Medicare Advantage PPO Member 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 for or imposed upon a Blue Cross Medicare Advantage PPO Member to obtain an influenza vaccine or a pneumococcal vaccine.
- 3.2 Non-Discrimination: Hospital shall not deny, limit, or condition coverage or the furnishing of health care services or Benefits, including Covered Services, to Blue Cross Medicare Advantage PPO Members based on any factor related to health status, including, but not limited to, medical condition (including mental and/or physical illness or disability), claims experience, receipt of health care, medical history, genetic information, or evidence of insurability (including conditions arising out of acts of domestic violence).
- 3.3 Advance Directives: Hospital shall comply with advance directive requirements in accordance with Laws and shall document in a prominent part of each Blue Cross Medicare Advantage PPO Member's current medical record whether or not such individual has executed an advance directive as required by Laws. Hospital shall not condition the provision of health care services or benefits, including Covered Services, or otherwise discriminate against any Blue Cross Medicare Advantage PPO Member based on whether or not the individual has executed an advance directive.

## ARTICLE IV - RECORDS AND FACILITIES

- 4.0 Maintenance of Records: Hospital shall maintain adequate operational, financial, and administrative records, medical and prescription records, contracts, books, files and other documentation involving transactions related to the CMS Contract and/or the administration or delivery of Covered Services to Blue Cross Medicare Advantage PPO Members under the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum (“Records”). At minimum, such Records shall be sufficient to enable The MA Plan to (1) evaluate Hospital’s performance, including accuracy of data submitted to The MA Plan, and (2) enforce The MA Plan’s rights under the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum and in accordance with Laws.
- 4.1 Inspection of Records: HHS, the Comptroller General, The MA Plan, or their designees have the right to audit, evaluate, and inspect, and Hospital, at Hospital’s sole cost and expense, shall provide The MA Plan, HHS, the Comptroller General, and/or their authorized designees with direct access to any pertinent information for any particular Contract Period, including, but not limited to, any Records, books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier, Downstream, and entities related to CMS’ contract with the MA organization) through 10 years from the date of the Final Contract Period or from the date of Completion of Any Audit, whichever is later. Hospital, at Hospital’s sole cost and expense, shall provide all reasonable facilities and assistance for the safety and convenience of the personnel conducting any such inspection, copying, evaluation or audit, and Hospital shall not require HHS, the Comptroller General or their designees to sign any confidentiality statement or agreement prior to the start of any inspection, copying, evaluation or audit. Hospital shall provide The MA Plan with copies of any and all (1) Records requested by The MA Plan, and (2) Records inspected, copied, evaluated and/or audited by HHS, the Comptroller General and/or their authorized designees. Hospital shall notify The MA Plan immediately by telephone, to be followed with written notice within three (3) business days, of any request from HHS, the Comptroller General and/or their authorized designees to inspect Hospital’s premises, physical facilities, computers or other electronic systems, or equipment or to confer with Hospital’s personnel, and Hospital shall permit The MA Plan to participate in any such inspection or conference.

## ARTICLE V - PRIVACY, SECURITY AND CONFIDENTIALITY

- 5.0 Hospital shall obtain, analyze, store, transmit and report Protected Health Information, as defined under Laws, in accordance with all Laws. As applicable, Hospital shall abide by all Laws and The MA Plan procedures regarding privacy, confidentiality, and accuracy of Blue Cross Medicare Advantage PPO Members’ medical and prescription records and other health and enrollment information, including (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them.

## ARTICLE VI - PAYMENT

- 6.0 Claims Payment: The MA Plan shall pay Hospital for Covered Services rendered to Blue Cross Medicare Advantage PPO Members pursuant to this Blue Cross MA PPO Addendum in accordance with Attachment A to this Blue Cross MA PPO Addendum.
- 6.1 Claims to Federal Government Prohibited: Hospital shall not request payment for Covered Services provided under the Agreement, the Blue Choice PPO Addendum or this Blue Cross MA PPO Addendum 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 Blue Cross MA PPO Addendum, except as may be approved in advance by The MA Plan and CMS.

- 6.2 Overpayment: Hospital shall provide notice to The MA Plan of any overpayment(s) identified by Hospital, including duplicate payments, within ten (10) calendar days of identifying such overpayment, and, unless otherwise instructed by The MA Plan in writing, Hospital shall refund any amounts due to The MA Plan within thirty (30) calendar days of identifying such overpayment.
- 6.3 Notwithstanding the provisions above, in the event of any overpayment, duplicate payment, or other payment in excess of that to which Hospital is entitled for Covered Services furnished to a Blue Cross Medicare Advantage PPO Member under the Agreement, the Blue Choice PPO Addendum and/or this Blue Cross MA PPO Addendum, The MA Plan may recover the amounts owed by way of offset or recoupment from current or future amounts due from The MA Plan to Hospital.

#### **ARTICLE VII - HOLD HARMLESS**

- 7.0 Blue Cross Medicare Advantage PPO Member Hold Harmless: Hospital hereby agrees that in no event, including, but not limited to, non-payment by The MA Plan, insolvency of The MA Plan, or breach of the Agreement, the Blue Choice PPO Addendum or this Blue Cross MA PPO Addendum by The MA Plan, shall Hospital bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Blue Cross Medicare Advantage PPO Members or persons other than The MA Plan acting on such Blue Cross Medicare Advantage PPO Member's behalf for fees that are the legal obligation of The MA Plan. This provision shall not prohibit Hospital from collecting charges for non-Covered Services or cost-sharing obligations for Covered Services imposed on Blue Cross Medicare Advantage PPO Member pursuant to the terms of such Blue Cross Medicare Advantage PPO Member's Blue Cross Medicare Advantage PPO Plan.

Hospital further agrees that: (1) this provision shall survive the termination of this Blue Cross MA PPO Addendum regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Blue Cross Medicare Advantage PPO Member; and (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Hospital and the Blue Cross Medicare Advantage PPO Member or persons other than The MA Plan acting on such Blue Cross Medicare Advantage PPO Member's behalf.

- 7.1 Dual-Eligible Cost-Sharing: Hospital agrees that, to the extent Hospital provides Covered Services to Blue Cross Medicare Advantage PPO Members who are eligible for benefits under both the Medicare and Medicaid Programs ("Dual-Eligible Member"), and unless otherwise instructed by The MA Plan in writing:
- 7.1.0 Hospital shall not bill, charge, collect a deposit from or seek compensation, remuneration or reimbursement from or have any recourse against any Dual-Eligible Member for payment of Medicare Part A and/or Part B cost-sharing when the state Medicaid program is responsible for payment of such amounts; furthermore, Hospital shall not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under Title XIX if the individual were not enrolled in such a plan.
- 7.1.1 Hospital shall accept payment under the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum as payment in full for the Covered Service provided to a Dual-Eligible Member or submit a claim to the state Medicaid source for payment of any cost-sharing amount that is the obligation of the state Medicaid program.
- 7.2 Dual-Eligible Benefits: Hospital shall coordinate with The MA Plan to ensure that Hospital is informed of Medicare and Medicaid benefits available to Dual-Eligible Members, including cost-sharing obligations of such Dual Eligible Members as well as any applicable eligibility requirements or other rules.

## **ARTICLE VIII - COMPLIANCE WITH QUALITY IMPROVEMENT AND GRIEVANCE AND APPEAL REQUIREMENTS**

- 8.0 Quality Improvement: Hospital shall cooperate and comply with The MA Plan's medical policies as well as Blue Cross Medicare Advantage PPO Plan policies, procedures and programs for quality improvement, performance improvement and medical management, including, as applicable, drug utilization management, medication therapy management, and e-prescribing programs. Such cooperation and compliance shall include, but not be limited to, making all information regarding medical policy, medical management and quality improvement available to The MA Plan and CMS upon request, and providing to The MA Plan such data as may be necessary for The MA Plan to implement and operate any and all quality improvement and medical management programs and credentialing and recredentialing requirements.
- 8.1 Grievances, Coverage Determinations and Appeals: Hospital shall cooperate and comply with all requirements of The MA Plan regarding the processing of Blue Cross Medicare Advantage PPO Member grievances, coverage determinations and appeals relating to such Blue Cross Medicare Advantage PPO Members' Blue Cross Medicare Advantage PPO Plans, including the obligation to provide to The MA Plan any and all information within the time frame reasonably requested by The MA Plan to ensure The MA Plan's compliance with Laws.

## **ARTICLE IX - DATA COLLECTION**

- 9.0 Data Reporting: Hospital acknowledges that The MA Plan collects, analyzes and integrates data relating to the provision of Covered Services to Blue Cross Medicare Advantage PPO Members in order for The MA Plan to meet its obligations under Laws, including, without limitation, 42 CFR §§ 422.310, 422.516, 423,329, and 423.514, the CMS Contract and The MA Plan's policies, procedures and programs. Hospital agrees to provide to The MA Plan any and all data, without limitation, including encounter data, diagnosis codes, and medical and prescription records, relating to the provision of health care services and benefits, including Covered Services, by Hospital to Blue Cross Medicare Advantage PPO Members pursuant to the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum as The MA Plan so requests, and to submit such data to The MA Plan, or such other party designated by The MA Plan, in the format and within such time frames as may be prescribed by The MA Plan. Hospital agrees that all data Hospital submits to The MA Plan under this Blue Cross MA PPO Addendum shall conform to all relevant national standards and to the requirements for equivalent data for Medicare fee-for-service, as applicable.
- 9.1 Acknowledgement of Data Used to Obtain Payment Under Federal Program: Hospital acknowledges and agrees that data furnished by Hospital to The MA Plan in connection with the provision of Covered Services under the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum will be used by The MA Plan to obtain payment from CMS under the CMS Contract and to support The MA Plan's participation in the MA and Part D Programs, including submission of bids for renewal of the CMS Contract in future years and for risk-adjusting Blue Cross Medicare Advantage PPO Plan payments from CMS. Furthermore, Hospital acknowledges and agrees that The MA Plan and CMS will rely on the accuracy, completeness and truthfulness of any data Hospital submits to The MA Plan under the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum.
- 9.2 Certification of Data Accuracy: Hospital shall, upon request by The MA Plan, have its CEO or CFO or an individual delegated the authority to sign on behalf of one of these officers and who reports directly to such officer, certify to the accuracy, completeness and truthfulness of all data submitted under the Agreement, the Blue Choice PPO Addendum or this Blue Cross MA PPO Addendum in the form and format set out in Attachment B to this Blue Cross MA PPO Addendum.
- 9.3 Potential Financial Penalties: The MA Plan reserves the right to adopt, upon notice to Hospital, a schedule of financial penalties to be imposed on Hospital, in The MA Plan's sole discretion, for Hospital's failure to comply with the terms and conditions of this section.

## ARTICLE X - DELEGATION AND SUBCONTRACTING

- 10.0 Delegation of Activities: The Parties agree that to the extent that The MA Plan delegates to Hospital performance of any function, duty, obligation, or responsibility, including reporting responsibilities, imposed on The MA Plan under the CMS Contract (“Delegated Activity”):
- 10.0.0 The Delegated Activity shall be set out in writing, and if such Delegated Activity includes credentialing of Blue Cross Medicare Advantage PPO Network Hospitals and/or selection of Blue Cross Medicare Advantage PPO Network Hospitals, such written arrangement shall address The MA Plan’s right to review on an ongoing basis, approve and audit Hospital’s credentialing process and/or right to review on an ongoing basis, approve, suspend and terminate such providers, as applicable;
  - 10.0.1 The MA Plan shall conduct on-going monitoring and review of Hospital’s performance of the Delegated Activity;
  - 10.0.2 Hospital’s performance of the Delegated Activity shall comply with Laws, the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum; and
  - 10.0.3 Such delegation shall be subject to the requirements of Laws.
- 10.1 Termination of Delegated Activities: The Parties agree that, with respect to any Delegated Activity delegated to Hospital, CMS and The MA Plan may revoke the delegation in whole or in part or specify such other remedies as CMS or The MA Plan, in its reasonable discretion, deems appropriate, where CMS, in its sole discretion, or The MA Plan, in its reasonable discretion, determine that Hospital is not performing such Delegated Activity in a satisfactory manner.
- 10.2 Subcontracting: The Parties acknowledge that all vendors involved in the provision of a Delegated Activity and Blue Cross Medicare Advantage PPO Network Providers are considered First Tier or Downstream Entities and that all First Tier and Downstream Entities must comply with all provisions contained in this Blue Cross MA PPO Addendum. Accordingly, Hospital, as a First-Tier Entity, agrees that it will not contract with any entity (“Subcontractor”) to administer or deliver Covered Services to Blue Cross Medicare Advantage PPO Members unless (1) such arrangement is approved by The MA Plan in writing in advance; (2) such Subcontractor is specifically obligated, through a written agreement between Subcontractor and The MA Plan or Subcontractor and Hospital, to comply with all of the provisions contained in this Blue Cross MA PPO Addendum; and (3) such written arrangement specifically permits The MA Plan and CMS to suspend or terminate the subcontractor or specify such other remedies as CMS or The MA Plan, in its reasonable discretion, deems appropriate, upon determination by CMS, in its sole discretion, or The MA Plan, in its reasonable discretion, that such Subcontractor is not performing the services satisfactorily.

## ARTICLE XI - COMPLIANCE, FRAUD, WASTE, AND ABUSE PROGRAM AND REPORTING

- 11.0 Compliance Program: Hospital shall implement and maintain a compliance program that, at a minimum, meets the standards for an effective compliance program set forth in Laws, including, without limitation, the Federal Sentencing Guidelines, and that addresses the scope of services under the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum. Such compliance program shall require cooperation with The MA Plan’s compliance plan and policies and shall include, without limitation, the following:
- 11.0.0 A code of conduct particular to Hospital that reflects a commitment to preventing, detecting and correcting fraud, waste, and abuse in the administration or delivery of Covered Services to Blue Cross Medicare Advantage PPO Members. The MA Plan’s code of conduct is available upon request.



- 11.0.1 Compliance training for all employees, Subcontractors, any affiliated party or any Downstream Entity involved in the administration or delivery of Covered Services to Blue Cross Medicare Advantage PPO Members or involved in the provision of Delegated Activities.
- 11.0.2 Hospital shall provide general compliance training to employees, Subcontractors, any affiliated party or any Downstream Entity involved in the administration or delivery of Covered Services to Blue Cross Medicare Advantage PPO Members or involved in the provision of Delegated Activities at the time of initial hiring (or contracting) and annually thereafter. Such general compliance training shall address matters related to Hospital's compliance responsibilities, including, without limitation, (1) Hospital's code of conduct, applicable compliance policies and procedures, disciplinary and legal penalties for non-compliance, and procedures for addressing compliance questions and issues; (2) Hospital's obligations to comply with Laws; (3) common issues of non-compliance in connection with the provision of health care services to Medicare beneficiaries; and (4) common fraud, waste and abuse schemes and techniques in connection with the provision of health care services to Medicare beneficiaries.
- 11.0.3 Hospital also shall provide specialized compliance training to personnel whose job function directly relates to the administration or delivery of Covered Services to Blue Cross Medicare Advantage PPO Members on issues particular to such personnel's job function. Such specialized training shall be provided (1) upon each individual's initial hire (or contracting); (2) annually; (3) upon any change in the individual's job function or job requirements; and (4) upon Hospital's determination that additional training is required because of issues of non-compliance.
- 11.0.4 Hospital shall maintain records of the date, time, attendance, topics, training materials, and results of all training and related testing. Hospital shall, upon request, provide to The MA Plan annually and upon request a written attestation certifying that Hospital has provided compliance training in accordance with this section. Such training shall be subject to The MA Plan review/prior approval and shall incorporate those provisions that The MA Plan determines to be important.
- 11.0.5 Policies and procedures that promote communication and disclosure of potential incidents of non-compliance or other questions or comments relating to compliance with Laws and Hospital's compliance and anti-fraud, anti-waste, and anti-abuse initiatives. Such program shall include implementation and publication to Hospital's directors, officers, employees, agents and contractors of a compliance hotline, which provides for anonymous reporting of issues of non-compliance with Laws or other questions or comments relating to compliance with Laws and Hospital's anti-fraud, anti-waste, and anti-abuse initiatives;
- 11.0.6 Annual compliance risk assessments, performed at Hospital's sole expense. Hospital shall, upon request, share the results of such assessments with The MA Plan to the extent any part of the assessment directly or indirectly relates to the Agreement, the Blue Choice PPO Addendum and/or this Blue Cross MA PPO Addendum.
- 11.0.7 Routine monitoring and auditing of Hospital's responsibilities and activities with respect to the administration or delivery of Covered Services to Blue Cross Medicare Advantage PPO Members and the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum. Hospital hereby represents and warrants to The MA Plan that Hospital has an adequate work plan in place to perform such monitoring and audit activities. Hospital shall take corrective action to remedy any deficiencies found as appropriate.
- 11.0.8 Upon request, provision of a report to The MA Plan of the activities of Hospital's compliance program required by this Blue Cross MA PPO Addendum, including, without limitation, reports and investigations, if any, of alleged failures to comply with laws, regulations, the terms and conditions of the CMS Contract, or the Agreement, or the Blue Choice PPO Addendum, or this Blue Cross MA PPO Addendum, so that The MA Plan can fulfill its reporting obligations under Laws. Upon request, Hospital shall provide to The MA Plan the results of any audits related to the

administration or delivery of Covered services to Blue Cross Medicare Advantage PPO Members. Hospital shall make appropriate personnel available for interviews related to any audit or monitoring activity.

- 11.1 Incidents of Suspected Non-Compliance, Fraud, Waste or Abuse: Hospital shall promptly investigate any potential and/or suspected incidents of non-compliance with Laws, fraud, waste, or abuse in connection with the Agreement, the Blue Choice PPO Addendum, this Blue Cross MA PPO Addendum, and/or the administration or delivery of Covered Services to Blue Cross Medicare Advantage PPO Members (“Incident”) and report any such Incident to The MA Plan as soon as reasonably possible, but in no instance later than thirty (30) calendar days after Hospital becomes aware of such Incident. Such notice to The MA Plan shall include a statement regarding Hospital’s efforts to conduct a timely, reasonable inquiry into the Incident, proposed or implemented corrective actions in response to the Incident, and any other information that may be relevant to The MA Plan in making its decision regarding self-reporting of such Incident.

Hospital shall cooperate with any investigation by The MA Plan, HHS or its authorized designees relating to such Incident, and Hospital acknowledges that its failure to cooperate with any such investigation may result in a referral to law enforcement and/or other implementation of corrective actions permitted under Laws.

Hospital shall cause its Downstream Entities to promptly report to Hospital, who shall report to The MA Plan, any Incidents in accordance with this section.

- 11.2 Compliance Reviews: In addition to any other audits or reviews agreed to pursuant to the Agreement, the Blue Choice PPO Addendum or this Blue Cross MA PPO Addendum, Hospital shall provide The MA Plan with access to Hospital’s records, physical premises and facilities, equipment and personnel in order for The MA Plan, in its sole discretion and at its sole cost and expense, to conduct compliance reviews in connection with the terms of the Agreement, the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum.

- 11.3 Conflicts of Interest: Hospital shall require any manager, officer, director or employee associated with the administration or delivery of Covered Services to Blue Cross Medicare Advantage PPO Members to sign a conflict of interest statement, attestation or certification at the time of hire and annually thereafter certifying that such individual is free from any conflict of interest in administering or delivering Covered Services to Blue Cross Medicare Advantage PPO Members. Hospital shall supply the form of such statement, attestation or certification to The MA Plan upon request.

- 11.4 Exclusion of Certain Individuals: Hospital certifies that neither Hospital nor its employees, any Subcontractor, any affiliated party or any Downstream Entity involved in the provision of a Delegated Activity under this Blue Cross MA PPO Addendum has been: (1) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract, (2) listed by a federal governmental agency as debarred, (3) proposed for debarment or suspension or otherwise excluded from federal program participation, (4) been 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; or (5) within a three (3) year period preceding the date of this Blue Cross MA PPO Addendum, had one or more public transactions (federal, state or local) terminated for cause or default.

Hospital shall check appropriate databases at least annually to determine whether any of Hospital’s employees, Subcontractors or affiliated parties or Downstream Entities involved in the provision of a Delegated Activity under this Blue Cross MA PPO Addendum 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 HHS Office of Inspector General List of Excluded Individuals-Entities (<http://exclusions.oig.hhs.gov/>), the Healthcare Integrity and Protection Data Bank (<http://www.npdb-hipdb.hrsa.gov/>), and the General Service Administration List of Parties Excluded from Federal Procurement and Non-procurement Programs (<https://www.epls.gov/>).

Hospital acknowledges and agrees that it has a continuing obligation to notify The MA Plan in writing within seven (7) business days if any of the above-referenced representations change. Hospital further acknowledges and agrees that any misrepresentation of its status or any change in its status at any time during the term of this Blue Cross MA PPO Addendum may be grounds for immediate termination of this Blue Cross MA PPO Addendum, at the sole discretion of The MA Plan.

## **ARTICLE XII - OFF-SHORE OPERATIONS**

- 12.0 Hospital shall not itself nor directly or indirectly through another person or entity, undertake any functions, activities, or services in connection with the Agreement, the Blue Choice PPO Addendum or this Blue Cross MA PPO Addendum, including without limitation, storage of Medicare Member information, outside of the United States of America without the prior written consent of The MA Plan.

## **ARTICLE XIII – MEDICARE PARTICIPATION**

- 13.0 Consistent with 42 CFR § 422.204 which requires that basic benefits be provided through Section 1861(u) providers (i.e., hospitals critical access hospitals, SNFs, CORFs, HHAs), Hospital shall ensure that it maintains a provider agreement with CMS to participate in original Medicare.

## **ARTICLE XIV - TERM AND TERMINATION**

In addition to the termination provisions in Article XII of the Agreement, the following provisions shall apply to this Blue Cross MA PPO Addendum:

- 14.0 Term: The Parties agree that this Blue Cross MA PPO Addendum is effective as stated on the cover page of this Blue Cross MA PPO Addendum and shall remain in effect for the duration of the term of the Agreement and the Blue Choice PPO Addendum unless otherwise terminated according to the terms specified herein.
- 14.1 Termination Upon Termination of CMS Contract: The Parties agree that this Blue Cross MA PPO Addendum is conditioned upon the CMS Contract and shall terminate automatically upon termination of the CMS Contract. The MA Plan shall, to the extent practical and feasible, undertake commercially reasonable efforts to advise Hospital in advance of the termination of the CMS Contract.
- 14.2 Termination Upon CMS Request: The Parties agree that this Blue Cross MA PPO Addendum shall terminate immediately upon the request of CMS.
- 14.3 Termination Without Cause: Either Party may terminate this Blue Cross MA PPO Addendum without cause by providing the other Party with advance written notice of termination at least ninety (90) days prior to the effective date of such termination.
- 14.4 Notice of Termination to Blue Cross Medicare Advantage PPO Members: Upon termination of this Blue Cross MA PPO Addendum for any reason, The MA Plan, and not Hospital, shall, as required by Laws, notify Blue Cross Medicare Advantage PPO Members treated by Hospital in the six (6) months prior to the effective date of the termination of this Blue Cross MA PPO Addendum and Hospital's participation in the Blue Cross Medicare Advantage PPO Hospital Network. Hospital shall cooperate with and assist The MA Plan in identifying such Blue Cross Medicare Advantage PPO Members.
- 14.5 Continuation of Benefits: Upon termination of this Blue Cross MA PPO Addendum for any reason, Hospital shall continue to provide Covered Services to Blue Cross Medicare Advantage PPO Members through the date of such Blue Cross Medicare Advantage PPO Member's discharge or when medically appropriate alternative care is arranged for the Blue Cross Medicare Advantage PPO Member ("Continuation Services"). Such Continuation Services shall be provided in accordance with the terms and conditions of the Agreement,

the Blue Choice PPO Addendum and this Blue Cross MA PPO Addendum, including, but not limited to, the compensation rates and terms set forth herein, unless the Parties otherwise agree in writing.

- 14.6 Transition of Blue Cross Medicare Advantage PPO Members: Upon either Party's provision of notice of termination of this Blue Cross MA PPO Addendum to the other Party, Hospital shall cooperate fully with The MA Plan and The MA Plan protocols, if any, in the transfer of Blue Cross Medicare Advantage PPO Members to other Blue Cross Medicare Advantage PPO Network Providers.

The terms of this section shall survive the termination of this Blue Cross MA PPO Addendum.

#### **ARTICLE XV - CONFLICT AND PREEMPTION**

- 15.0 Conflict: To the extent any provision of this Blue Cross MA PPO Addendum conflicts with any provision in the Agreement or the Blue Choice PPO Addendum, this Blue Cross MA PPO Addendum shall control with respect to the provision of Covered Services or Hospital's obligation or duty under the Agreement, the Blue Choice PPO Addendum or this Blue Cross MA PPO Addendum as the same relates to Blue Cross Medicare Advantage PPO Members, Blue Cross Medicare Advantage PPO Plans, or the CMS Contract.
- 15.1 Preemption: The Parties acknowledge and agree that the standards established by the Medicare Advantage Program and Part D Program supersede any state law or regulation, other than state licensing laws or state laws relating to the solvency of sponsors of MA Plans or Part D Plans, with respect to Blue Cross Medicare Advantage PPO Plans.

#### **ARTICLE XVI - AMENDMENT DUE TO LEGAL OR REGULATORY CHANGES**

- 16.0 The Parties acknowledge and agree that this Blue Cross MA PPO Addendum shall supersede any previous amendment or addendum to the Agreement or the Blue Choice PPO Addendum regarding the subject matter herein. Further, the Parties agree that this Blue Cross MA PPO Addendum shall automatically be amended as necessary to conform to Laws and to include any additional terms and conditions as CMS and/or The MA Plan may find necessary and appropriate in order to implement and comply with the requirements of Laws.

#### **ARTICLE XVII - COUNTERPARTS**

- 17.0 This Blue Cross MA PPO Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**ATTACHMENT A**  
**COMPENSATION/CLAIMS SUBMISSION**

**COMPENSATION.**

Hospital agrees to accept as payment in full for the provision of a Covered Service to a Blue Cross Medicare Advantage PPO Member the lesser of (1) billed charges, or (2) one hundred percent (100%) of the reimbursement rate posted on the Centers for Medicare and Medicaid Services (CMS) web site ([www.cms.hhs.gov](http://www.cms.hhs.gov)) for all procedures for which CMS has a reimbursement rate in effect at the time the Covered Service is provided, less any applicable cost-sharing amount that is the responsibility of the Blue Cross Medicare Advantage PPO Member pursuant to the terms of such Blue Cross Medicare Advantage PPO Member's Blue Cross Medicare Advantage PPO Plan. Services that do not have a reimbursement rate posted on the CMS web site will be reimbursed based upon the applicable Blue Cross Medicare Advantage PPO Plan fee schedule in effect at the time the Covered Service is provided, less any applicable Copayments, Coinsurance or Deductible amounts. Payment of compensation shall be in accordance with Blue Cross Medicare Advantage PPO applicable policies and procedures. Such fees shall be payment in full for services rendered except for applicable Copayments, Coinsurance or Deductible amounts. It is acknowledged by the parties that the fee schedule is not updated at the same time as the CMS reimbursement rate update. Changes to the fee schedule shall be applied prospectively beginning on the effective date of the update and will not be applied retroactively.

Entities listed on the Exhibit B to the Agreement shall be reimbursed the lesser of (1) billed charges, or (2) one hundred percent (100%) of the reimbursement rate posted on the Centers for Medicare and Medicaid Services (CMS) web site ([www.cms.hhs.gov](http://www.cms.hhs.gov)) for all procedures for which CMS has a reimbursement rate in effect at the time the Covered Service is provided, less any applicable cost-sharing amount that is the responsibility of the Blue Cross Medicare Advantage PPO Member pursuant to the terms of such Blue Cross Medicare Advantage PPO Member's Blue Cross Medicare Advantage PPO Plan. Services that do not have a reimbursement rate posted on the CMS web site will be reimbursed based upon the applicable Blue Cross Medicare Advantage PPO Plan fee schedule in effect at the time the Covered Service is provided, less any applicable Copayments, Coinsurance or Deductible amounts. Such fees shall be payment in full for services rendered except for applicable Copayments, Coinsurance or Deductible amounts. It is acknowledged by the parties that the fee schedule is not updated at the same time as the CMS reimbursement rate update. Changes to the fee schedule shall be applied prospectively beginning on the effective date of the update and will not be applied retroactively.

Both 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 Blue Cross MA PPO Addendum. Accordingly, both parties agree that the rates payable under this Blue Cross MA PPO Addendum shall be adjusted by the amount proportionally equal to any reductions under Sequestration and such other regulatory authority.

**CLAIMS SUBMISSION.**

Hospital shall submit complete and properly executed claims for a Covered Service to The MA Plan or its designee within one hundred eighty (180) calendar days of the date the Covered Service is rendered. Claims shall be submitted in accordance with the claim filing provisions of the Agreement. If Hospital fails to submit a claim within one hundred eighty (180) calendar days of the date the Covered Service is rendered, Hospital forfeits the right to payment from The MA Plan or Blue Cross Medicare Advantage PPO Member.

**CLAIMS PAYMENT.**

The MA Plan shall make payment on a clean claim, as defined in Laws and/or the Provider section of The MA Plan's website at [www.bcbsok.com](http://www.bcbsok.com), to Hospital within forty-five (45) days of The MA Plan's receipt of such claim.

**ATTACHMENT B**

**ATTESTATION**

**THIS ATTESTATION SHALL BE COMPLETED ONLY UPON REQUEST BY THE MA PLAN**

\_\_\_\_\_ acknowledges that the information described below directly affects the calculation of payments to The MA Plan in connection with its sponsorship of Blue Cross Medicare Advantage PPO Plans pursuant to the CMS Contract and/or additional benefit obligations of The MA Plan. \_\_\_\_\_ acknowledges that misrepresentations to The MA Plan and/or CMS about the accuracy of such information may result in federal civil action and/or criminal prosecution.

\_\_\_\_\_ has reported to The MA Plan, for transmission to CMS, and for the period of \_\_\_\_\_ to \_\_\_\_\_, all \_\_\_\_\_ data requested by The MA Plan available to \_\_\_\_\_ with respect to the Blue Cross Medicare Advantage PPO Plans. Based on best knowledge, information, and belief as of the date indicated below, all information submitted to The MA Plan and/or CMS via this report is accurate, complete, and truthful.

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

\_\_\_\_\_  
Indicate title (CEO, CFO, or delegate)

\_\_\_\_\_  
on behalf of

\_\_\_\_\_  
Name of Hospital

\_\_\_\_\_  
Date

**Lump Sum/Rate Change Summary**

**Provider Name:** MANGUM REGIONAL MEDICAL CENTER  
**Provider Number:** 371330  
**Fiscal Year End:** 12/31/2021  
**Auditor:** Haley Aguilar  
**PS&R thru date:** 12/09/2021  
**Determination Date:** 12/22/2021  
**Workpaper Ref #:** IR.3.1

	<i>Provider Name:</i>	<i>Payment Type</i>	<i>Effective Date</i>	<i>New Rate</i>	<i>Previous Rate</i>	<i>LSA</i>	<i>CCN #:</i>
Main	MANGUM REGIONAL MEDICAL CENTER	Part A Per Diem	01/05/2022	\$ 3,356.00 *	\$ 3,021.00 \$ -	\$ 115,905 \$ (10,570)	371330
		Part B Percentage		*	48%		
		<b>LSA SUBTOTAL</b>				\$ 105,335	
SWB	MANGUM REGIONAL MEDICAL CENTER	Part A Per Diem	01/05/2022	\$ 3,231.00	\$ 2,967.00	\$ 841,590	372330
		<b>LSA SUBTOTAL</b>				\$ 841,590	
		<b>TOTAL LUMP SUM ADJUSTMENT</b>					

cc: Rate Review File  
 \* = No Change