SELECT AMENDMENT

EGID HEALTHCHOICE

This Select Amendment to the EGID HealthChoice Network Contract is between the Employees Group Insurance Department (EGID) of the Human Capital Management Division of the Office of Management and Enterprise Services, and the EGID HealthChoice Network contracted entity identified by its authorized signature below.

In consideration of the promises and mutual covenants, EGID and the facility agree as follows:

NETWORK AMBULATORY SURGERY CENTER CONTRACT

EGID and the facility incorporate by reference the terms and conditions of the currently effective HealthChoice Ambulatory Surgery Center (ASC) Network Contract (hereinafter referred to as "ASC Contract") that is located at
http://www.ok.gov/sib/Providers/Contracts_and_Applications/index.html

Pursuant to Section 12.5 of the ASC Contract, this Select Amendment is authorized by mutual written consent of the parties.

Paragraphs 6.2, 6.4, 6.5, 6.6, 6.7, 6.12 and 6.13 in Section VI and Exhibit B of the ASC Contract are of no affect related to bundled services.

Paragraph 6.3 in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follows, towit:

> **6.3 EGID agrees to pay the ASC for those bundled services identified in Attachment A. For those identified services, EGID agrees to pay the ASC the Allowable Fee set by EGID as indicated in the then current Select Fee Schedule.**

Paragraph 6.10 a. & d. in Section VI of the ASC Contract as it relates to bundled services are amended in their entirety, as follows, towit:

> **6.10 a. EGID reimbursement for implants is the invoice cost less any rebates and/or discounts received by the facility. Implants shall be billed using the most descriptive CPT/HCPCS code and EGID will allow up to the net cost, including shipping, handling, and tax. Shipping, handling and tax must be prorated for the billed implant for invoices including supplies other than the billed implant. If there is no CPT/HCPCS code available for a certain implant, EGID will accept the appropriate unlisted CPT/HCPCS code with an explanation of each item and the corresponding charge**
>
> **6.10 d. EGID may conduct quarterly retrospective audits of the ASC's charges for implants. Upon the occurrence of an audit, EGID will request invoices for audited claims and any other documentation showing discounts that are not listed on the invoice. Invoices must identify which implants listed on the invoice apply to the claim being audited. Upon request, the ASC has twenty (20) days to submit this information to EGID. During the audit, if EGID finds that the ASC is billing more than acquisition costs, the ASC will be required to refund any overpayments made**

by EGID to the ASC and to provide copies of invoices for all subsequent claims submitted prior to payment. If the ASC continues to bill above the acquisition cost, or does not provide copies of requested invoices with the required timeframe then, EGID will no longer allow reimbursement to the ASC for implants as a separate reimbursable item.

Paragraph 6.11 in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follows, towit:

6.11 If an ASC bills a CPT/HCPCS code that EGID considers to be part of another more comprehensive code that is also billed for the same patient on the same date of

service, only the more comprehensive code is covered for the purposes of reimbursement.

Paragraph 6.16 in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follows, towit:

6.16 The ASC shall bill EGID on Form CMS 1500 in the manner prescribed by CMS guidelines and in accordance with the CMS 1500 Manual for the state in which the ASC operates. The ASC shall bill EGID within six (6) months of the date of services or the date of discharge. This provision shall not apply in cases involving litigation, multiple payors, or where the patient has failed to notify the ASC that (s) he is a plan member. The ASC may bill EGID on alternate forms as approved by EGID.

All services on the date of the bundled service/procedure are inclusive of the Bundled Allowable Fee.

For HealthChoice High Deductible Health Plan members and covered dependents, EGID shall reduce its payment to the facility by any deductible owed by the plan member.

The following paragraph 6.20 in Section VI is added to the terms of the ASC Contracts as they relate to bundled services, as follows, towit:

a. **EGID shall consider multiple combinations of CPT/HCPCS codes as specified within the Select fee schedule.**
b. **Bilateral procedures will be reimbursed at 150% of the Select Allowable fee.**

EGID and the provider/facility that is identified by its signature below sign this Select Amendment to the HealthChoice Network Contract, by and through their respective authorized representatives.

FOR THE FACILITY:

_____

Legal Name of Owner (typed or printed)

_____

Trade Name/dba (typed or printed)

Mailing Address of Facility:

_____

_____

_____

City, State ZIP

_____

Tax Identification Number

_____

Name and Title of Authorized Officer or Representative

_____

Signature

_____

Date

FOR EGID:

_____

Diana O'Neal
Deputy Administrator
Employees Group Insurance Dept.

_____

Date

Return this page with appropriate signatures to:

EGID HealthChoice
Attn: Network Management
3545 N.W. 58th St., Ste. 110
Oklahoma City, OK 73112
Fax to (405) 717-8977
Email to EGID.NetworkManagement@omes.ok.gov