

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Jason Pugh, Human Resources Director  
**Date:** 07/28/15  
**Subject:** Approval of Amendment #13 to the Health Plan

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**REQUEST:**

The Human Resources Dept. requests council approval to amend the City of Gautier Health Plan Document concerning how coverage is provided for “medically necessary” morbid obesity surgical procedures. This request is specifically the approval of a new Amendment (#13) to the Health Plan Document that will supersede Amendment #1 approved in 2008. By approving this amendment, the city will now provide coverage for Laparoscopic Adjustable Gastric Banding (lap band) as well as Laparoscopic Sleeve Gastrectomy (lap sleeve) surgical procedures. This amendment will also require employees and insured dependents to utilize the Barinet network of bariatric surgeons in order to receive coverage for the approved bariatric surgical procedures. (See Discussion)

**DISCUSSION:**

The City of Gautier Health Plan was adopted in 2004. At that time, the plan provided no coverage for procedures concerning morbid obesity and weight loss surgery. In 2008 the city council adopted an amendment (Amendment #1) to the plan to provide coverage for “medically necessary” morbid obesity surgery and specifically for the “lap band” procedure. Since that time a new and more preferred procedure has come into use known as a “lap sleeve.” Our original amendment (#1) provides no coverage for the “lap sleeve.” The pricing for the “lap sleeve” and “lap band” are similar and the procedure now used by surgeons depends on the individual case by case circumstances of the patient. However, our plan provides no coverage for the “lap sleeve” and it is recommended that this procedure be added to our plan.

During my research into adding this new “lap sleeve” procedure to our plan, I met with a network of bariatric surgeons known as Barinet. Barinet specializes in bariatric surgical procedures and uses strict guidelines in their selection of surgeons that are allowed to participate in their network. Barinet also offers bundled pricing when using their surgeons and network. This bundled pricing is a one-time cost that covers the surgical fees, anesthesiology fees, hospital fees and also covers any complications for up to one year after the surgery. Patients will still be required to pay their normal co-pays and deductibles. The bundled pricing for the “lap sleeve” procedure through Barinet is \$17,500. The bundled pricing for the “lap band” procedure through Barinet is \$18,000. These costs are commensurate with what we have already paid on two previous cases since adopting Amendment #1 in 2008. However, under Amendment #1 the city has no protection or coverage for any complications and is required to pay any additional costs that may arise.

In conclusion, it is well documented that morbid obesity has a large impact on health related problems, increases employer healthcare costs, medication costs, worker's compensation claims, etc. The approval of this amendment will allow the city health plan document to provide coverage for medically necessary Adjustable Gastric Banding (lap band) and Sleeve Gastrectomy (lap sleeve) surgical procedures. The approval of this amendment will also provide coverage for these procedures only through the Barinet network of bariatric surgeons.

**FINANCIAL IMPACT:**

The financial impact to approve Amendment #13 will be similar to what we already pay for bariatric procedures from our insurance fund. The benefit to the city in approving this amendment would be the bundled pricing and the coverage for complications for one year after the surgery. Employees and insured dependents would still be required to pay all normal deductibles and co-pays.

**RECOMMENDATION:**

The Human Resources Director recommends that the City Council approve the proposed amendment. The city attorney has reviewed and approved the contract with Barinet as legally sufficient. Attorneys for Fox Everett have also reviewed and approved the contract and amendment as legally sufficient in regards to the Affordable Care Act.

City Council may:

- 1) Approve the amendment and contract as presented; or
- 2) Approve the amendment and contract with changes; or
- 3) Reject the amendment and contract as presented

**ATTACHMENT(S):**

Amendment #13 to the City of Gautier Health Plan Document  
Barinet Contract

**DRAFT AMENDMENT NUMBER 13**  
**Effective [ \_\_\_\_\_ ], 2015**  
**to the**

**Plan Document and Summary of Material Modification**  
**City of Gautier Employee Health Benefit Plan**  
**Effective October 1, 2004**

The City of Gautier believes the the City of Gautier Employee Health Benefit Plan (the "Plan") is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator at P.O. Box 670, Gautier, Mississippi 39553. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

The Plan Document which also serves as a Summary Plan Description is hereby amended to incorporate the following changes unique to Bariatric Surgery effective [ \_\_\_\_\_ ], 2015. This plan amendment supersedes Amendment No. 1 of the Plan Document/Summary Plan Description.

The section entitled **MEDICAL BENEFITS** is amended:

	Service Provided by BARINet Provider	Service Provided by a Non-Network Provider
<b>DEDUCTIBLE MAXIMUM</b>		
Per Covered Person	Subject to the Medical Plan Deductible	NO COVERAGE
<i>COINSURANCE - plan pays</i>	80% up to the Out-of-Pocket Maximum	NO COVERAGE
<i>COPAYMENT - OFFICE</i>	\$30 (encounter only)	NO COVERAGE
<i>ALL OTHER SERVICES in the Physician's office</i>	80%, deductible waived	NO COVERAGE
<b>Benefits are only available when a member utilized the BARINet Preferred Provider network.</b>		
<i>Adjustable gastric banding</i>	80% after deductible and coinsurance	NO COVERAGE
<i>Sleeve Gastrectomy</i>	80% after deductible and coinsurance	NO COVERAGE

Section entitled **COVERED CHARGES** is amended to add

### **Bariatric Surgery**

#### **ELIGIBILITY for Bariatric Surgery Weight Loss Program**

- a. Covered Employees, their Covered Spouses, and their Covered Dependents age 18 to 26.

#### **PLACE OF TREATMENT**

Obesity treatment under the Bariatric Surgery Weight Loss Program must be provided by a BARINet Specialty Network Provider.

#### **BARIATRIC SURGERY CANDIDATE GUIDELINES**

1. Candidates for bariatric surgery must be between the ages of 18 and 70 years.
2. The candidate must have a BMI ratio of weight to the square of height of one of the following:
  - a. BMI of 40 or more;
  - b. BMI between 35 and 39.9 with at least one accompanying weight-related comorbidity factor:
    1. With related disabling joint disease; or
    2. Hypertension; or
    3. High cholesterol; or
    4. Coronary artery disease; or
    5. Type I or type II diabetes.
3. The candidate has had severe obesity defined by the above BMI for at least 5 years.
4. The candidate has failed to sustain weight loss on conservative regimens.
5. The candidate must not have any of the following contraindications to the surgery:
  - a. A major life threatening disease not susceptible to alleviation by the surgery;
  - b. An alcohol or substance abuse problem in the last 6 months to 1 year;
  - c. A severe psychiatric impairment;
  - d. A demonstrated lack of compliance and motivation;
  - e. Depression;
  - f. Documented episodes of uncontrollable binge eating; or
  - g. Previous bariatric surgery. Revisions are not covered by the plan.
6. Candidates for Bariatric surgery must be referred by their primary care physician.
7. Candidates must attend a Bariatric Seminar (offered monthly). A Bariatric Surgery Application will be provided only to attendees of the Seminar. To be considered as a surgical candidate the application must be completed and returned to the Bariatric Coordinator for Medical Director review.
8. The potential bariatric surgery candidate must:
  - a. participate in a three (3) consecutive months medically supervised weight loss program to be done within one (1) year prior to surgery and monitored by the Bariatric Surgery Medical Director;
  - b. have a nutritional evaluation by a dietician; and
  - c. undergo a psychological evaluation for the purpose of psychological clearance for surgery. Screenings must consist of a comprehensive pre-surgical evaluation of the potential candidate's medical record, clinical interviews, and as necessary the use of other psychological instruments and intake forms;

- d. complete the preoperative medical workup:
  - i. laboratory examination
  - ii. radiological evaluation (chest x-ray, upper GI endoscopy, and EKG)
  - iii. review of psychological evaluation
  - iv. review for completion of educational and nutritional evaluations
- e. preoperative visit with review of the surgical plan and postoperative requirements
- f. attend a minimum of one (1) Bariatric Support Group meetings prior to approval of surgery
- g. attend regular Bariatric Support Group meetings after surgery

The potential candidate must have a clear and realistic understanding of the following:

- 1. Available alternatives; and
- 2. Risks of surgery, including the possibility of morbidity and mortality.

Section entitled **COVERED CHARGES** is amended to include:

**Weight Reduction:**

Bariatric Surgery has unique eligibility and benefits which are delineated above under **Bariatric Surgery**.

Section entitled **PLAN EXCLUSIONS** is amended to read:

**Weight Reduction** programs or treatment for obesity including any Surgery for morbid obesity or for removal of excess fat or skin following weight loss, regardless of Medical Necessity unless a covered Employee meets the Bariatric Surgery benefit guidelines outlined in **COVERED MEDICAL CHARGES**, Bariatric Surgery, are met. The Plan excludes all services at a health spa or similar facility.

Section entitled **DEFINED TERMS** is amended to include:

**Bariatric Surgery** under this Plan means *Adjustable gastric banding* and *Sleeve Gastrectomy* only.

The Plan Document and Summary Plan Description will be amended to reflect these changes.

All other terms and conditions of the Plan which are not affected by this Amendment are unchanged.

IN WITNESS WHEREOF, this Amendment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

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Effective Date:

BARINET Preferred Provider Network, LLC. Client: **City of Gautier**

BARINET Employer Participation Agreement for Bariatric Surgical Services as part of  
BARINET Preferred Provider Organization

4846-6539-4982.2

BARINET Employer Participation Agreement

TABLE OF CONTENTS

BARINET Client Participation Agreement..... 3

AGREEMENT ..... 3

RECITALS ..... 3

DEFINITIONS ..... 3

BPP RESPONSIBILITIES ..... 4

CLIENT RESPONSIBILITIES ..... 4

BARINET ..... 6

HOLD HARMLESS ..... 6

CLIENT AND PREFERRED PROVIDER  
RELATIONSHIP ..... 7

TERM AND TERMINATION ..... 7

MISCELLANEOUS ..... 7

EXHIBIT A PRICING ..... 10

EXHIBIT B BLISCARE COVERAGE ..... 11

EXHIBIT C PROVIDER DIRECTORY ..... 12

# BARINET Employer Participation Agreement

## BARINET Client Participation Agreement

### AGREEMENT

This Participation Agreement ("Agreement") is effective as of the date set forth below by and between \_\_\_\_\_ ("Client") and **BARINET Preferred Provider, LLC**, a Mississippi corporation ("BPP").

### RECITALS

**WHEREAS**, BPP has created and administers a bariatric surgery procedure network and specialty managed care program that bundle bariatric surgery services performed at certain hospitals and ambulatory surgery centers combined with BLIS complications coverage to the advantage of providers, patients, payers and managed care companies (the network and managed care program referred to as "BARINET"); and

**WHEREAS**, Client wishes to participate in BARINET and that BPP wishes to assist Client in managing the cost of its employee health benefit plans.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

### DEFINITIONS

- A. Agreement means this agreement, in effect as amended from time to time.
- B. BARINET has the meaning set forth in the Recitals above.
- C. Clean Claim means a properly completed current HCFA or UB billing form or a form containing equivalent information, including current CPT coding and DRG coding.
- D. Covered Employees means an employee or dependent covered under Client's health benefit plan.
- E. Covered Services means the medical or health related services participant is eligible to obtain through the health benefit plan maintained by Client.
- F. Group Practice means a group of Health Professionals who have combined under a single practice entity -- individual practice association, Service Corporation, partnership or similar type of arrangement.
- G. Health Professional means any physician, who is licensed by the State in which they engage in the delivery of health services and who is bound by the terms of an agreement between BPP and the Group Practice with which the Health Professional is affiliated or is individually bound by a Provider Agreement with BPP.
- H. Hospital means a health care facility that is licensed by the State where it is located to provide operating rooms and 24 hour care which is bound by Provider Agreements with BPP.

## BARINET Employer Participation Agreement

- I. Ambulatory Surgery Center (ASC) means a health care facility that is licensed by the State where it is located to host the performance of outpatient surgery, and is bound by Provider Agreements with BPP.
- J. Participating Provider or Provider means The Group Practice, ASC, Hospital or Health Professional bound by Provider Agreements with BPP.
- K. Participant means a person, including a dependent of a participant, who is eligible for the health care benefits for which the payer or managed care company BPP has made arrangement to provide.
- L. PPO Fee has the meaning set forth in EXHIBIT A.
- M. Providers mean, as the case may be, Health Professionals, Hospitals and ASCs.
- N. Provider Directory is a listing of all Participating Providers, Hospitals and ASC's, whether electronic or printed.
- O. Subscriber Group means a payer or managed Care Company contracted with BPP or an organization which is a party to a contract with BPP, which provides for its Participants to participate in the BARINET Programs under an employee health benefit plan.

### **BPP RESPONSIBILITIES**

- A. BPP agrees to provide to, and manage on behalf of Client the BARINET specialty provider network and bariatric surgical packages that shall include:
  - a. Participating BARINET approved Participating Providers, Hospitals and ASCs with distinguished bariatric programs.
  - b. All inclusive bariatric surgery packages that shall include:
    - i. Surgical fees;
    - ii. Hospital costs;
    - iii. Anesthesiologist fees; and
    - iv. Premium for BLISCare insurance coverage protecting against listed potential complications of bariatric surgery.
- B. BARINET package prices cannot be modified until January 1 of each year upon at least 45 day written notice to Client.
- C. BARINET negotiated pricing with bariatric surgeons, hospitals, ASC's and allied providers. PPO Fees will be aggregated and become part of the all-inclusive bariatric surgery packages.
- D. Client Package pricing for Laparoscopic Adjustable Gastric Banding, Laparoscopic Roux En Y Gastric Bypass and Laparoscopic Sleeve Gastrectomy. Current BARINET package prices are attached as EXHIBIT A.
- E. A summary of BLISCare Bariatric Surgery Complication Coverage is attached as Exhibit B.
- F. Access to a BARINET Provider Directory. A summary of BPP providers is attached as EXHIBIT C.

### **CLIENT RESPONSIBILITIES**

- A. Client agrees to provide the following:

## BARINET Employer Participation Agreement

- a. A list of all locations in the United States where Client has Covered Employees.
  - b. As an incentive for Covered Employees to utilize BARINET when bariatric surgery is needed, promptly and to extent necessary, Client will modify its existing employee health benefits or plans to provide employees and their dependents with no or significantly reduced benefits for bariatric surgeons, hospitals and ASCs that are not part of the BARINET Network.
  - c. Client will communicate the particulars of the BARINET bariatric surgery Program to eligible employees and dependents using only BARINET approved and provided promotional and program materials.
  - d. Client will supply BARINET with a summary of Client's plan coverage for bariatric surgery including plan deductibles, coinsurance requirements, and any applicable special benefit limits.
- B. Client will arrange for Client's plan administrator to accommodate the BARINET Program, including:
- a. Payment of Claims for BARINET Packages within 10 days of receipt for Clean Claims. It is understood that occasionally a claim's payment may be delayed due to such items as eligibility questions or coordination of benefits where Client is a secondary payer. In these cases, payment must take place within 30 days.
- C. Client understands and agrees that any and all invoices sent from BARINET's claims administrator shall be considered a Clean Claim.
- D. Client will arrange and provide to BARINET a telephone number, which will be staffed during Client's regular business hours for the verification of patient eligibility and benefits.
- E. Benefit payments will include information on Client's name, name of covered employee or dependent, date of service, billed amount and any reductions because of deductibles and or coinsurance.
- F. Client will require any organization performing utilization management or review to certify that such organization's procedures and practices are consistent with industry standards as found in the guidelines of the Utilization Review Accreditation Committee (URAC).
- G. Client shall not make adjustments to previously adjudicated claims more than 365 days after payment.
- H. Client will honor payment for all Covered Services for which Client, its agent or vendor has performed documented pre- authorization or pre-certification.
- I. Client shall require that any audit, review or evaluation performed of Providers records related to a Participant for covered services comply with the reasonable policies and procedures of Provider.
- J. Client shall require that BPP be furnished with a list of covered related groups or subsidiaries by State upon signing and that the list be updated by State for changes at least every sixty (60) days.
- K. Client shall provide BPP with ninety (90) day prior written notice of changes to Client's benefits for bariatric surgery covered services.

## BARINET Employer Participation Agreement

- L. Client understands and agrees that it may require copies of a Provider's medical records of a Participant as reasonably necessary for payment of a claim. All other requests for records shall be reimbursed at the Provider's normal charge not to exceed \$1.00 per page.

### **BARINET**

- A. Client understands and agrees that BPP may exclude Client from access to the Network if:
  - a. in BPP's sole judgment, the benefit plan incentive is not adequate; if the Client consistently does not clear BARINET Network benefit claims within 10 days; or
  - b. If, in BARINET's sole opinion, Client represents a financial risk to BARINET or its contracted medical Providers.
- B. Such exclusion will be provided to Client by written notice.
- C. Client agrees that BARINET may alter, change, or update the Providers in the network as may be necessary for BARINET to meet company needs and goals as well as the needs of BARINET clients.
- D. Client understands and agrees that if payment of Clean Claims for Network benefits is delayed longer than 30 days, that interest at the rate of 1% per month on the total unpaid package price shall accrue and be added to the amount due from the plan to BARINET
- E. All claims in the format set forth in BARINET Provider Agreements will be sent directly to BPP's claims administrator by the means and at the location specified by BPP and BPP will promptly bill Client's Employee Benefits Plan
- F. Client, within 10 days of receipt of the respective invoice, shall pay to BARINET the billed package price less any applicable deductible or coinsurance.
- G. Client understands and agrees that negotiated BARINET Package Prices may not be available to employees of Client who do not notify the participating surgeon or hospital of the name and address of their employer and provide a valid insurance ID card indicating medical coverage.
- H. Because of the relative infrequency of bariatric surgery Client will not be charged a per employee per month fee by BARINET but will be charged a PPO fee which is included in the BARINET Package prices as shown in Exhibit A.

### **HOLD HARMLESS**

- A. BPP agrees to hold Client harmless, to the extent allowable by Mississippi law, against any claim or liability arising out of activities contemplated by this Agreement which are the responsibility of BPP or the agents, employees, or representatives of BPP or BARINET, including maintaining the confidentiality of medical information as required by law.
- B. Client agrees to hold BPP, BARINET and Providers harmless, to the extent allowable by Mississippi law, against any claims or liabilities arising out of activities contemplated by this Agreement which are the responsibility of the Client, agents,

## BARINET Employer Participation Agreement

employees, or representatives of the Client, including maintaining the confidentiality of medical information as required by law.

- C. In addition to the above, Client understands and agrees that the Providers in the BARINET Network or any Provider to whom a participating employee or dependent may be referred are independent contractors and that no agency or employee relationship exists between the Provider and BARINET. As such, the Providers are individually responsible for any liability which may result from the services which they provide to plan Participants.

### CLIENT AND PREFERRED PROVIDER RELATIONSHIP

- A. Client agrees it will not contract directly or indirectly with BARINET Providers for any service offered by BARINET during the term of this Agreement, nor for a period of two years following the termination of this Agreement.

### TERM AND TERMINATION

This Agreement shall remain in force for one year following the next plan anniversary and shall automatically renew thereafter for successive one-year periods, unless terminated by written notice thirty (30) days prior to renewal by either party. Either party, however, may terminate by written notice any time in the event of a material default by the other party. Notwithstanding the foregoing, the Parties acknowledge and agree that upon election of a new council of Client, which will occur on July 1, 2017, this Agreement must be timely ratified by the incoming council of Client to remain in effect after such date.

### MISCELLANEOUS

- A. All notices given by any party to the other in connection with this Agreement and the transactions contemplated thereby shall be in writing and shall be deemed to have been properly given if and when delivered personally or sent by first class mail, addressed, if to BARINET:

BARINET Preferred Provider Network, LLC  
2525 Telephone Road  
Pascagoula, MS 39567

Attn: Donald S. Davenport

- B. If to Client, at the address indicated on the signature page or at such other place or places as either party may, from time to time, designate by written notice to the other party.
- C. This Agreement shall be interpreted under the laws of the State of Mississippi. In the event that any provision of this Agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. This Agreement constitutes the entire Agreement between the parties hereto

## BARINET Employer Participation Agreement

pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, oral or written. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement to or modification of waiver of this Agreement shall be binding unless in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to constitute a continuing waiver thereof unless otherwise expressly provided therein or in accordance with this paragraph.

- D. This Agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto. No party hereto may assign this Agreement without written consent of the other party except in the event either party sells all or substantially all of its assets.
- E. The Parties hereby irrevocably and unconditionally consent and submit to the in personam jurisdiction of State of Mississippi courts, or an arbitrator in the State of Mississippi, over all matters relating to this Agreement. Final judgment in any such action, suit or proceeding shall be conclusive, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any indebtedness or liability of any Party therein described unless a timely appeal is perfected.
- F. This Agreement may be amended only by written agreement between BARINET and Client.
- G. Wherever any words are used herein the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply; and, whenever and words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would apply. Titles of articles and headings of sections and subsections are inserted for convenience and reference. They constitute no part of this Agreement and are not to be considered in the construction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized signatures.

[Signature Page Immediately Follows]

BARINET Employer Participation Agreement

**SIGNATURE PAGE**

CLIENT NAME: \_\_\_\_\_

CLIENT SIGNATURE: \_\_\_\_\_

[Signature of Client]

Date: \_\_\_\_\_

Print Name of Client Signatory: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Fax: \_\_\_\_\_

Client Phone: \_\_\_\_\_

Client email: \_\_\_\_\_

Client Tax ID: \_\_\_\_\_

**BARINET PREFERRED PROVIDER NETWORK, LLC.**

BARINET Signature:

\_\_\_\_\_  
Donald S. Davenport, CEO

Date: \_\_\_\_\_

Effective Date of Agreement: \_\_\_\_\_

# BARINET Employer Participation Agreement

## EXHIBIT A

### CASE RATE BUNDLED PRICING AND MONTHLY ACCESS FEES

<b>Primary Bariatric Surgery Procedure Fee Structure</b>		
<b><i>CPT CODE</i></b>	<b><i>Procedure Description</i></b>	<b><i>Case Rate*</i></b>
43770	Laparoscopic Adjustable Gastric Banding	\$18,000.00
43775	Laparoscopic Sleeve Gastrectomy	\$17,500.00

**\*Laparoscopic repair of paraesophageal hernia (Diagnosis Code: 553.3) is not INCLUDED IN THE CASE RATE if performed during bariatric procedure.**

**Add On: Add on surgical procedures are outside of the scope of this agreement and must be negotiated as a separate add-on procedure.**

Add On: Add on surgical procedures, (e.g. hernia repair) are outside of the scope of this agreement and must be negotiated as a separate add-on procedure.

### ACCESS FEE PER EMPLOYEE PER MONTH (PEPM)

**WAIVED FOR THIS CONTRACT**

# BARINET Employer Participation Agreement

## Exhibit B

### COMPLICATIONS COVERAGE

<b>BARInet Coverage Summary</b>			
<b>Covered Procedure</b>	<b>Lap Gastric Bypass</b>	<b>Lap Gastric Banding</b>	<b>Lap Sleeve Gastrectomy</b>
<b>Claim Period</b>	N/A	30 Months	12 Months
<b>Benefit Period</b>	N/A	365 Days	365 Days
<b>Covered Complications Included:</b>			
Cardiopulmonary (Myocardial Infarction, Congestive Heart Failure, Respiratory Failure, etc.)			
Thromboembolic (Pulmonary Embolus, Deep Vein Thrombosis, etc.)			
Bleeding (Upper GI Bleeding, Intra-abdominal, etc.)			
Infection (Wound, Port Infection, Abscess, Peritonitis, UTI, etc.)			
Leak (Staple Line, Anastomotic Leak, etc.)			
Perforation (Gastric Perforation, Bowel Perforation, Esophageal Perforation, etc.)			
Obstruction (Bowel Obstruction, Internal Hernia, Small Bowel Obstruction, Adhesions, etc.)			
Stenosis (Bypass and Sleeve only – Stricture)			
Band Slip, Band Port Site Problems (Banding only – Port Slip, Port Infections, etc.)			

# BARINET Employer Participation Agreement

## EXHIBIT C

### PROVIDER DIRECTORY

# BARINET Employer Participation Agreement

## EXHIBIT D

### **Employer Provided Services (If Applicable)**

Any pre-operative service that can be provided by the Employer's onsite health care facility can be done there. Employer will provide list of services and Provider will order medical services through Employer's onsite health care facility whenever possible.

Whenever a pre-operative test, lab, x-ray, etc. cannot be performed, for any reason, at the onsite health care facility, prior approval from the Employer is required.

Any pre-operative medical care not performed at the onsite health care facility or, having received prior approval from the Employer, will be the sole financial responsibility of the Provider. Provider agrees not to request payment for these unauthorized services from the Employer, employee, employee's beneficiary, or person responsible for patient's care.