HealthChoice

Network Provider Contract

This Contract applies to the following providers:

Audiologists
Board Certified Assistant Behavioral Analysts
Board Certified Behavioral Analysts
Certified Nurse Midwives
Certified Orthotists
Certified Prosthetists
Chiropractors
Christian Science Practitioners
Licensed Alcohol & Drug Counselors
Licensed Behavioral Practitioners
Licensed Clinical Social Workers
Licensed Genetic Counselors
Licensed Marital Family Therapists
Licensed Professional Counselors
Occupational Therapists
Ocularists
Optometrists
Perfusionists
Physical Therapists
Psychologists
Speech Language Pathologists

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HealthChoice

Network Provider Contract

It is hereby agreed between the Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and the Provider named on the Signature Page, that the Provider shall be a Provider in EGID's network of providers.

This Contract is entered into for the purpose of defining the conditions for reimbursement by EGID to the Provider. It in no way is meant to impact on the Provider's decision as to what is considered appropriate medical treatment.

I. RECITALS

1.1 EGID (hereinafter, EGID) is a statutory body created by 74 O.S.2012, § 1301 et seq., as amended, to administer and manage certain insurance benefits for employees of the State of Oklahoma.

1.2 The Provider is duly licensed or certified by the state of practice as a practitioner of the healing arts and satisfies additional credentialing criteria as established by EGID.

1.3 The intent of this Contract is to provide access to enhanced quality health care, utilizing managed care components, at an affordable, competitive cost to EGID and its members.

1.4 Failure to abide by any of the following provisions may result in non-renewal of the Contract or may be cause for termination.

II. DEFINITIONS

2.1 "Allowable Fee" means the maximum charge payable to a Provider for a specific procedure in accordance with the provisions in Article VI of this Contract. The Provider shall charge the usual and customary fee unless the fee schedule limits otherwise.

2.2 "Concurrent Review" means a function performed by EGID or its designee that determines and updates medical necessity for continued inpatient hospitalization.

2.3 "Credentialing Plan" means a general guide and process for the acceptance, cooperation and termination of participating Providers and other health care professionals.

2.4 "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in clause (i), (ii), or (iii) of section 1867(e)(1)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)).

2.5 HELP/Wellness (Health Education Lifestyle Planning) means the program established to actively promote responsible behavior and the adoption of lifestyles that are in the best interest of the Plan member's good health.

2.6 "Hospital Services" means those acute care inpatient and outpatient hospital services that are covered by the Employees Health Insurance Plan.

2.7 "Medical" means belonging to the study and practice of medicine for the prevention, alleviation or management of a physical or mental defect, illness or condition.

2.8 "Medically Necessary" means services or supplies that, under the provisions of this Contract, are determined to be:

a) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition, and
b) provided for the diagnosis and treatment of the medical condition, and
c) within standards of acceptable, prudent medical practice within the community, and
d) not primarily for the convenience of the member, the member's health care Provider, or another Provider, and
e) any condition which, if left untreated, could deteriorate into a life threatening situation, and
f) the most appropriate supply or level of service that can safely be provided. For hospital stays, this means that the acute care as an inpatient is necessary due to the kind of services the member is receiving or the severity of the member's condition, and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.

2.9 "Medical Services" means the professional services provided by a Network Provider and covered by the Employees Health Insurance Plan.

2.10 "Members" means all persons covered by the Group Insurance Plans, including active, retired, or vested employees, survivors and others on approved leave or disability and their covered dependents eligible at the time of service.

2.11 "Network Provider" means a licensed practitioner of the healing arts who has entered into this Contract with EGID to accept scheduled reimbursement for covered health services provided to members.

2.12 "Precertification" means a function performed by EGID, or its designee to review and certify medical necessity prior to the receipt of service for hospital admissions.

2.13 "Prior Authorization" means a function performed by EGID, or its designee, to review for medical necessity in identified areas of practice as defined at 7.11of this Contract, prior to services being rendered.

2.14 "Employees Health Insurance Plan" means the HealthChoice benefit plan designed to enhance the quality of care, and to financially incentivize members to use Network Providers.

2.15 "Third Party Payer" means an insurance company or other entity making payment directly to the Provider on behalf of EGID.

2.16 “Certification” means a function performed by EGID or its designee to review and certify medical necessity for emergency admissions and observation stays with duration of more than 24 hours within one working day after services are incurred.

2.17 "Prior Approval" means a function performed by EGID, or its designee, to review and certify medical necessity prior to the member's receipt of services for outpatient surgical procedures as referenced in 7.3.

III. RELATIONSHIP BETWEEN THE EGID AND THE PROVIDER

3.1 EGID has negotiated and entered into this Contract with the Provider on behalf of the individuals who are members of the Employees Health Insurance Plan. The Provider is an independent contractor who has entered into this Contract to become a Network Provider and is not, nor is intended to be, the employee, agent or other legal representative of EGID in the performance of the provisions of this Contract. Nothing in this Contract shall be construed or be deemed to create a relationship contrary to that of independent contractor for the purposes of this Contract.

3.2 EGID and the Provider agree that all of the parties hereto shall respect and observe the provider/patient relationship that will be established and maintained by the Provider. The Provider may choose not to establish a provider/patient relationship if the Provider would have otherwise made the member. The Provider reserves the right to refuse to furnish services to a member in the same manner as he/she would any other patient.

3.3 Nothing in this Contract is intended to be construed, or be deemed to create any rights or remedies in any third party, including but not limited to, a member or a Network Provider other than the Provider named in this Contract.

IV. PROVIDER SERVICES AND RESPONSIBILITIES

4.1 The Provider agrees to provide quality health care in a cost efficient manner.

4.2 For the purpose of reimbursement, the Provider shall provide services to members that are medically necessary and covered under the Health Insurance Plan.

4.3 The Provider agrees to make reasonable effort to refer covered members to those Network Providers, with which EGID contracts, for medically necessary services that the Provider cannot or chooses not to provide. Failure of the Provider to use Network Providers will result in a review pursuant to the credentialing plan.

4.4 The Provider shall prescribe for EGID members medications identified on the adopted formulary or explain, in writing, on behalf of the member to EGID why it is medically inappropriate to do so.

4.5 The Provider shall participate in the preadmission certification, concurrent review, and prior authorization procedures provided in Article VII and for purposes of reimbursement to abide by decisions resulting from those reviews subject to rights of reconsideration, review and appeal.

4.6 The provider shall submit a current, complete and accurate Oklahoma Uniform Credentialing Application (ODH From 606) and EGID OUCA Supplement as allowed under OK §63-1-106.2 and Laws 1998, c. 210, § 1 which are incorporated herein by reference. The provider shall notify EGID's Network Management of any change in the information contained in the Application within 15 days of such change.

4.7 The Provider shall reimburse EGID for any overpayments made to the Provider within 30 days of the Provider's receipt of the overpayment notification.

4.8 The Provider shall submit to a patient record audit upon 48 hours advance notice.

4.9 The Provider shall participate in HELP/Wellness promotions sponsored by the EGID, at EGID's allowable under the terms of the promotion.

V. EGID SERVICES AND RESPONSIBILITIES

5.1 EGID agrees to pay the Provider compensation pursuant to the provisions of Article VI, subject to appropriate application of procedural coding recommendations.

5.2 EGID agrees to grant the Provider the status of "Network Provider" and to identify the Provider as a Network Provider on informational materials disseminated to members.

5.3 EGID agrees to continue listing the Provider as a Network Provider until this Contract terminates.

5.4 EGID agrees to periodically provide the Provider with a list of all Network Providers.

5.5 EGID agrees to provide appropriate identification cards for members.

5.6 EGID agrees to adhere to confidentiality of patient's records and to only release pertinent clinical information in accordance with state and federal guidelines.

5.7 EGID shall give a 48 hour notice prior to an audit.

5.8 EGID shall maintain prior authorization, precertification and concurrent review programs in order to aid its members in making decisions that will maximize medical benefits and reduce their financial risk.

VI. COMPENSATION AND BILLING

6.1 The Provider shall seek payment only from EGID for the provision of medical services except as provided in paragraphs 6.3, 6.4 and 6.9. The payment from the Employees Health Insurance Plan shall be limited to the amounts referred to in paragraph 6.2.

6.2 EGID agrees to pay the Provider's billed charge for each procedure or the fee set by EGID for that procedure, whichever is less.

a) EGID may reduce the payment by any deductibles, coinsurance and copayments.
b) EGID shall have the right to categorize what shall constitute a procedure. EGID and the member's financial liability shall be limited to the procedures allowable as determined by EGID, paid by applying appropriate coding methodology, whether the Provider has billed appropriately or not.
c) The Provider agrees not to charge more for medical services to members than the amount normally charged (excluding Medicare) by the Provider to other patients for similar services. The Provider may, however, contract with other third party payers for services. The Provider's usual and customary charges may be requested by EGID and verified

through an audit.

6.3 The Provider agrees that the only charges for which a member may be liable and be billed by the Provider shall be for medical services not covered by the Employees Health Insurance Plan, or as provided in paragraphs 6.4 and 6.9. The Provider shall not waive any deductibles, copayments and coinsurance required by EGID, except during times of HELP/Wellness promotions, when the copayment/coinsurance is waived by EGID.

6.4 The Provider shall not collect amounts in excess of the Plan limits unless the member has exceeded his/her annual or lifetime maximum.

6.5 The Provider shall refund within 30 days of discovery to the member any overpayment made by the member.

6.6 In a case in which EGID is primary under applicable coordination of benefit rules, EGID shall pay the amounts due under this Contract. In a case in which EGID is other than primary under the coordination of benefit rules, EGID shall pay only those amounts not payable from other sources pursuant to the applicable coordination of benefit rules, up to EGID's maximum liability under the terms of this Contract.

6.7 The Provider shall bill EGID on forms acceptable to EGID within 60 days of providing the medical services. The Provider shall use the current CPT codes with appropriate modifiers, HCPCS codes, and ICD-9 or DSM-3 diagnostic codes, when applicable. The Provider shall furnish, upon request at no cost, all information, including medical records, reasonably required by EGID to verify and substantiate the provision of medical services and the charges for such services if the member and the Provider are seeking reimbursement through EGID.

6.8 EGID shall reimburse the Provider within 30 days of receipt of billings that are accurate, complete and otherwise in accordance with Article VI of this Contract. EGID will not be responsible for delay of reimbursement due to circumstances beyond EGID's control.

6.9 The Provider shall not charge the member for medical services denied during preadmission certification, concurrent review or the prior authorization procedures described in Article VII, unless the Provider has obtained a written waiver from that member. Such a waiver shall be obtained only upon the denial of admission, concurrent review or prior authorization and prior to the provision of those medical services. The waiver shall clearly state that the member shall be responsible for payment of medical services denied by EGID.

6.10 EGID shall have the right at all reasonable times and, to the extent permitted by law, to inspect and duplicate all medical and billing records relating to medical services rendered to covered members at no cost to EGID or the member.

VII. UTILIZATION REVIEW

7.1 The Provider shall adhere to and cooperate with EGID's precertification, concurrent review and prior authorization procedures. These procedures do not guarantee a member's eligibility or that benefits are payable, but assure the Provider that the medical services to be provided are covered under the Plan.

7.2 The Provider, or his/her representative, shall notify EGID, or its designee, of any admission. The Provider shall request precertification at least three days prior to the scheduled admission. A request for certification shall be made within one working day after an emergency admission or observation stay with duration greater than 24 hours. Such notification shall be at no charge to EGID or the member. Failure to comply with the precertification, concurrent review or prior authorization requirements shall result in the Provider's reimbursement being penalized by 10% if medical necessity is confirmed retrospectively and, if not confirmed, there shall be no reimbursement.

7.3 The Provider or his/her representative shall obtain prior approval from EGID or its designee for the following outpatient surgical procedures, which are to be performed outside the provider's office:

a) Blepharoplasty
b) Rhinoplasty
c) Breast implant removal
d) Scar revision
e) Breast reduction
f) Panniculectomy
g) Surgical treatment of varicosities

7.4 The precertification, prior authorization and concurrent review requirements are intended to maximize insurance benefits assuring that hospital and medical services are provided to the member at the appropriate level of care. In no event is it intended that the procedures interfere with the Provider's decision to order admission or discharge of the patient to or from the hospital.

7.5 EGID shall maintain review procedures and screening criteria that take into account professionally acceptable standards for quality medical care in the community. EGID or its designee shall consider all relevant information concerning the member before medical necessity is approved or denied.

7.6 EGID, or its designee, shall respond to requests for precertification by immediately assigning a code number to each request.

7.7 At the time of the precertification request the Provider should be prepared to give the following information:

a) member's name and social security number,
b) age and sex,
c) diagnosis,
d) reason for admission,
e) scheduled date of admission,
f) planned procedure or surgery,
g) scheduled date of surgery,
h) name of hospital,
i) name of provider, and
j) member status (i.e.: employee, dependent).

7.8 EGID shall not retrospectively deny any previously approved care. The Provider and/or his/her designee shall update EGID, or its designee, as the member's condition or diagnosis changes. Updated information may result in a change of the originally approved length of stay.

7.9 Upon the member's request, EGID shall reconsider any non- approved services. The Provider may submit a formal written appeal to EGID.

7.10 The Provider shall request precertification before the admission or referral of members to non-network hospitals. EGID shall review emergency referrals to non-network hospitals to determine whether the admission was medically necessary and an emergency as defined in this Contract.

7.11 The Provider shall request prior authorization from EGID or its designee for the following:

a) solid organ transplantation, including ABMT/HDCT/peripheral stem cell recovery,
b) home health care,
c) durable medical equipment,
d) home infusion therapies,
e) mental health/substance abuse (day and residential treatment),
f) bone growth stimulators, and
g) breast surgeries, implants, reductions and reconstruction.

VIII. LIABILITY AND INSURANCE

8.1 Neither party to this Contract, EGID nor the Provider, nor any agent, employee or other representative of a party, shall be liable to third parties for any negligent act by commission or omission of the other party in performance of this Contract and the terms and provisions herein.

8.2 The Provider, at his/her sole expense, shall maintain a minimum of $1,000,000 per occurrence and $1,000,000 aggregate of insurance coverage for professional liability. If the hospital at which the Provider has admitting privileges has different limits, the Provider is subject to those limits per this Contract.

IX. MARKETING, ADVERTISING AND PUBLICITY

9.1 EGID shall encourage its members to use the services of the Network Providers

9.2 EGID shall have the right to use the name, office address, telephone number and specialty of the Provider for purposes of informing its members and prospective members of the identity of the Network Providers.

9.3 The Provider, upon prior approval of EGID, shall have the right to publicize the Provider's status in EGID's Network of Providers.

X. DISPUTE RESOLUTION

10.1 EGID and the Provider agree that their authorized representatives will meet in a timely manner and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract. Nothing in this Article shall interfere with either party's rights under Article XI.

XI. TERM AND TERMINATION

11.1 It is agreed by the parties that no changes to the Contract, which include coverages or fee

reimbursements, shall be made with less than 60 days' notice to all affected parties, but for in the instance of revisions to injectable medications, in which case EGID shall implement the revisions as soon as possible with proper and timely notification to the Providers.

11.2 Either party may terminate this Contract with or without cause, upon giving 30 day notice pursuant to 12.2.

11.3 Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.

11.4 This Contract shall terminate with respect to a Provider upon:

a) the loss or suspension of the Provider's license to practice medicine in the state of practice; or
b) failure to maintain Provider's professional liability insurance in accordance with this Contract.

11.5 Following the effective date of termination, this Contract shall be of no further force or effect, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Contract.

11.6 Following termination of this Contract, EGID shall continue to have access to the Provider's records of care and services provided to members for five years from the date of provision of the services to which the records refer as set forth in Paragraph 6.10.

XII. GENERAL PROVISIONS

12.1 This Contract or any of the rights, duties, or obligations of the parties hereunder, shall not be assigned by either party without the express written consent and approval of the other party.

12.2 At any place within this Contract that notice is required, it is the intention of the parties that only those with regard to termination by either party of participation in the Contract must be sent by certified mail, a return receipt requested, at no other time when notice is required by this Contract is there an obligation by either party to use certified mail. The Network Newsletter serves as the primary method by which providers receive all other notifications mandated by the terms of the provider contracts. These notices from EGID may be sent via electronic newsletters distributed electronically to each Network Provider's correspondence email address. Printed newsletters are sent via the postal service to the mailing address on record for providers without internet access or those who have undeliverable email addresses.

12.3 Notwithstanding the provisions of Paragraph 12.1 of this Contract, EGID may appoint an Administrator to administer any of the terms of the Network Contract referenced herein, and any and all duties or acts required of EGID under this Contract and to receive any notices required by this Contract.

12.4 This Contract, together with its exhibits, contains the entire agreement between EGID and the Provider relating to the rights granted and the obligations assumed by the parties concerning the provision of medical services to members. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set

forth in this Contract are of no force or effect.

12.5 This Contract, or any part, section or exhibit of, or attached to it, may be amended at any time during the term of the Contract by mutual written consent of duly authorized representatives of EGID and the Provider.

12.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules and Regulations. Any provision of this Contract that is not in conformity with existing or future legislation shall be considered amended to comply with such legislation. Any interpretations or disputes with respect to contract provisions shall be resolved in accordance with the laws of the State of Oklahoma.

12.7 The terms and provisions of this Contract shall be deemed to be severable one from the other, and the determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this entire Contract, or any one of them, in accordance with the intent and purpose of the parties hereto.

12.8 All Providers certify that neither they nor their principals are presently debarred or suspended or otherwise ineligible according to the Excluded Parties List System (EPLS)/Office of Inspector General (OIG) excluded provider lists.

HealthChoice

Network Provider
Contract Signature Page

The Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and the Provider, incorporate by reference the terms and conditions of the Network Provider Contract (Contract) into this Signature Page. EGID and Provider further agree that the effective date of the Contract is the effective date denoted on the copy of the executed Signature Page returned to the Provider. The original of the signed document will remain on file in the office of EGID.

FOR THE PROVIDER:

_____
Name (Typed or Printed)

_____
Signature

_____
NPI

_____
Federal Tax ID Number

Primary Service Address:

_____

_____

_____

FOR EGID:

_____
Diana O'Neal
Deputy Administrator
Employees Group Insurance Division

Please return the completed Application, Signature Page, and required attachments to:

Office of Management Enterprise Services
Employees Group Insurance Division
ATTN: Network Management
3545 N.W. 58th St., Ste. 600
Oklahoma City, OK 73112
Phone: 405-717-8790 or 844-804-2642
Fax: 405-717-8977
EGID.NetworkManagement@omes.ok.gov