



**Network Provider  
Oral Surgeon  
Contract**

**TABLE OF CONTENTS**

I. RECITALS..... 1

II. DEFINITIONS..... 1

III. RELATIONSHIP BETWEEN EGID AND THE ORAL SURGEON..... 2

IV. ORAL SURGEON SERVICES AND RESPONSIBILITIES..... 3

V. EGID SERVICES AND RESPONSIBILITIES..... 3

VI. COMPENSATION AND BILLING..... 4

VII. LIABILITY AND INSURANCE..... 5

VIII. MARKETING, ADVERTISING AND PUBLICITY..... 5

IX. DISPUTE RESOLUTION..... 5

X. TERM AND TERMINATION..... 5

XI. GENERAL PROVISIONS..... 6

APPENDIX:

CONTRACT SIGNATURE PAGE



## Network Provider Oral Surgeon Contract

It is hereby agreed between the Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and the Oral Surgeon named on the signature page, that the Oral Surgeon 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 Oral Surgeon. It in no way is meant to impact on the Oral Surgeon's decision as to what is considered appropriate medical treatment.

### I. RECITALS

- 1.1 EGID (EGID) is a statutory body created by 74 O.S. 2012, § 1301et seq., as amended, to administer and manage certain insurance benefits for employees of the State of Oklahoma.
- 1.2 The Oral Surgeon is duly licensed or certified by the state of practice as a practitioner of the healing arts, dentistry or recognized dental specialty and satisfies additional credentialing criteria as established by EGID.
- 1.3 The intent of this Contract is to provide access to enhanced quality oral surgery and dental 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 an Oral Surgeon for a specific procedure in accordance with the provisions in Article VI of this Contract. The Oral Surgeon shall charge the usual and customary fee unless the fee schedule limits otherwise.
- 2.2 "Credentialing Plan" means a general guide and process for the acceptance, cooperation and termination of participating Oral Surgeons and other health care professionals.
- 2.3 "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)).
- 2.4 "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.
- 2.5 "Dental" means belonging to the study and practice of dentistry or a dental specialty for the

prevention, alleviation or management of an adverse medical/dental condition.

- 2.6 "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/dental condition, and
  - b) provided for the diagnosis and treatment of the medical/dental condition, and
  - c) within standards of acceptable, prudent oral surgery practice within the community, and
  - d) not primarily for the convenience of the member, the member's Oral Surgeon, or another provider, and
  - e) any condition which, if left untreated, could reasonably result in serious medical or dental consequences, or cause loss or irreversible damage of the affected part(s), and
  - f) the most appropriate supply or level of service that can safely be provided.
- 2.7 "Dental Services" means the professional services provided by a Network Oral Surgeon or Dentist and covered by the State and Education Employees Health Insurance Plan.
- 2.8 "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.
- 2.9 "Network Oral Surgeon" means a licensed practitioner of the healing arts or dental specialist who has entered into this Contract with EGID to accept scheduled reimbursement for covered health services provided to members.
- 2.10 "Pre-estimation" means the itemization of proposed dental services and the expected charges prior to treatment.
- 2.11 "Employees Dental Insurance Plan" means the HealthChoice benefit plan designed to enhance the quality of care, and to financially incentivize members to use Network Oral Surgeons.
- 2.12 "Third Party Payer" means an insurance company or other entity making payment directly to the Oral Surgeon on behalf of EGID.

### **III. RELATIONSHIP BETWEEN THE EGID AND THE ORAL SURGEON**

- 3.1 EGID has negotiated and entered into this Contract with the Oral Surgeon on behalf of the individuals who are members of the Employees Health and Dental Insurance Plan. The Oral Surgeon is an independent contractor who has entered into this Contract to become a Network Oral Surgeon 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 Oral Surgeon agree that all of the parties hereto shall respect and observe the provider/patient relationship that will be established and maintained by the Oral Surgeon. The Oral Surgeon may choose not to establish a provider/patient relationship if the Oral Surgeon would have otherwise made the decision not to establish a provider/patient relationship had the

patient not been a member. The Oral Surgeon reserves the right to refuse to furnish services to a member in the same manner as he 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 Oral Surgeon other than the Oral Surgeon named in this Contract.

#### **IV. ORAL SURGEON SERVICES AND RESPONSIBILITIES**

- 4.1 The Oral Surgeon agrees to provide quality medical and dental care in a cost efficient manner.
- 4.2 For the purpose of reimbursement, the Oral Surgeon shall provide services to members that are deemed appropriate, and covered under the Health and Dental Insurance Plan.
- 4.3 The Oral Surgeon agrees to make reasonable effort to refer covered members to other Network Providers. Failure of the Oral Surgeon to use Network Providers will result in a review pursuant to the credentialing plan.
- 4.4 The Oral Surgeon 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 inappropriate to do so.
- 4.5 The provider shall submit a current, complete and accurate Oklahoma Uniform Credentialing Application (ODH Form 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 the EGID's Network Manager of any change in the information contained in the Application within 15 days of such change.
- 4.6 The Oral Surgeon shall reimburse EGID for any overpayments made to the Oral Surgeon within 30 days of the Oral Surgeon's receipt of the overpayment notification.
- 4.7 The Oral Surgeon shall submit to a patient record audit upon 48 hours advance notice.
- 4.8 The Oral Surgeon shall participate in all applicable HELP/Wellness promotions sponsored by EGID, at EGID's allowable under the terms of the promotion.

#### **V. EGID SERVICES AND RESPONSIBILITIES**

- 5.1 EGID agrees to pay the Oral Surgeon compensation pursuant to the provisions of Article VI, subject to appropriate application of procedural coding recommendations.
- 5.2 EGID agrees to grant the Oral Surgeon the status of "Network Provider" and to identify the Oral Surgeon as a Network Oral Surgeon on informational materials disseminated to members.
- 5.3 EGID agrees to continue listing the Oral Surgeon as a Network Provider until this Contract terminates.
- 5.4 EGID agrees to periodically provide the Oral Surgeon access to a listing 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 a pre-estimation program in order to aid its members in making decisions that will maximize benefits and reduce their financial risk.

## **VI. COMPENSATION AND BILLING**

- 6.1 The Oral Surgeon shall seek payment only from EGID for the provision of medical and dental services except as provided in paragraphs 6.3 and 6.4. 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 Oral Surgeon'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 Oral Surgeon has billed appropriately or not.
  - c) The Oral Surgeon agrees not to charge more for medical and dental services to members than the amount normally charged by the Oral Surgeon to other patients for similar services. The Oral Surgeon may, however, contract with other third party payers for services. The Oral Surgeon's usual and customary charges may be requested by EGID and verified through an audit.
- 6.3 The Oral Surgeon agrees that the only charges for which a member may be liable and be billed by the Oral Surgeon shall be for medical and dental services not covered by State and Education Employees Health and Dental Insurance Plan, or as provided in paragraphs 6.4. The Oral Surgeon 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 Oral Surgeon shall not collect amounts in excess of the Plan limits unless the member has exceeded his/her annual or lifetime maximum.
- 6.5 The Oral Surgeon shall refund within 30 days of discovery to the member any overpayments 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 Oral Surgeon shall bill EGID on forms acceptable to EGID within 60 days of providing the services. The Oral Surgeon shall use the current ADA codes or CPT-4 codes when appropriate. The Oral Surgeon shall furnish, upon request at no cost, all information, including dental records and x-rays, reasonably required by EGID to verify and substantiate the provision of medical and dental services and the charges for such services if the member and the Oral Surgeon are seeking reimbursement through EGID.
- 6.8 EGID shall reimburse the Oral Surgeon 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 EGID shall have the right at all reasonable times and, to the extent permitted by law, to inspect and duplicate all medical and dental billing records relating to medical and dental services rendered to covered members at no cost to EGID or the member.

## **VII. LIABILITY AND INSURANCE**

- 7.1 Neither party to this Contract, EGID nor the Oral Surgeon, 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.
- 7.2 The Oral Surgeon, 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.

## **VIII. MARKETING, ADVERTISING AND PUBLICITY**

- 8.1 EGID shall encourage its members to use the services of the Network Oral Surgeon.
- 8.2 EGID shall have the right to use the name, office address, telephone number and specialty of the Oral Surgeon for purposes of informing its members and prospective members of the identity of the Network Providers.
- 8.3 The Oral Surgeon, upon prior approval of EGID, shall have the right to publicize the Oral Surgeon's status in EGID's Network of Providers.

## **IX. DISPUTE RESOLUTION**

- 9.1 EGID and the Oral Surgeon 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 X.

## **X. TERM AND TERMINATION**

- 10.1 The term of this Contract shall commence on the effective date on the signature page, and shall remain in effect until terminated by either party subject to 10.2.
- 10.2 Either party may terminate this Contract with or without cause, upon giving 30 day notice pursuant to 11.2.

- 10.3 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.
- 10.4 This Contract shall terminate with respect to an Oral Surgeon upon:
- a) the loss or suspension of the Oral Surgeon's license to practice oral surgery in the state of practice; or
  - b) failure to maintain Oral Surgeon's professional liability insurance in accordance with this Contract.
- 10.5 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.
- 10.6 Following termination of this Contract, EGID shall continue to have access to the Oral Surgeon'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 6.9.

## **XI. GENERAL PROVISIONS**

- 11.1 This Contract or any of the rights, duties, or obligations of the parties here under, shall not be assigned by either party without the express written consent and approval of the other party.
- 11.2 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.
- 11.3 Notwithstanding the provisions of Paragraph 11.1 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.
- 11.4 This Contract, together with its exhibits, contains the entire agreement between EGID and the Oral Surgeon relating to the rights granted and the obligations assumed by the parties concerning the provision of medical and dental 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.
- 11.5 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 Oral Surgeon.



- 11.6 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.
- 11.7 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.
- 11.8 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.



**Network Provider Oral Surgeon  
Contract Signature Page**

The Office of Management and Enterprise Services Employees Group Insurance Division (EGID), (OMES) and the Provider, incorporate by reference the terms and conditions of the Network Provider Oral Surgeon 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:**

**FOR EGID:**

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Diana O’Neal

Deputy Administrator

Employees Group Insurance Division

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NPI

\_\_\_\_\_  
Federal Tax ID Number

Primary Service Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: 1-405-717-8790 or 1-844-804-2642  
Fax: 1-405-717-8977  
[EGID.NetworkManagement@omes.ok.gov](mailto:EGID.NetworkManagement@omes.ok.gov)