



Network Provider

Pharmacist

Contract

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APPENDIX:

CONTRACT SIGNATURE PAGE



Network Provider Pharmacist Contract

This Network Provider Pharmacist Contract is between the Office of Management and Enterprise Services Employees Group Insurance Division (EGID), (hereinafter, EGID) and the Pharmacist who agrees to the terms of this agreement by signing the appropriate Signature Page. The designation of “Pharmacist” in this agreement refers to the person who signs this agreement as the Pharmacist.

I. RECITALS

- 1.1 EGID is an Oklahoma State Agency, created by 74 O.S. 2012, § 1301 et seq., as amended, to administer and manage insurance benefits for employees of the State of Oklahoma, local governments, educational entities, and their retirees.
- 1.2 The Pharmacist is duly licensed in his or her state of residence, has completed a continuing education program to provide immunizations at his or her practice site within a state which allows Pharmacists to administer immunizations, satisfies the credentialing criteria as established by EGID and desires to become an EGID Network Pharmacist. In consideration of the obligations each assume and the benefits each receives, EGID and the Pharmacist agree as follows:

II. DEFINITIONS

- 2.1 "Allowable Fee" means the maximum charge payable to a Pharmacist for a specific procedure in accordance with the provisions in Article VI of this Contract. The Pharmacist 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 Pharmacists 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 "Hospital Services" means those acute care inpatient and outpatient hospital services that are covered by the State and Education Employees Health Insurance Plan.
- 2.6 "Medical/Pharmacy" means belonging to the study and practice of medicine and/or pharmacy

for the prevention, alleviation or management of a physical or mental defect, illness, or condition.

- 2.7 "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, prevention, or treatment of the medical condition;
 - b) provided for the diagnosis and treatment of the medical condition;
 - c) within standards of acceptable, prudent medical and/or pharmacy practice within the community;
 - d) not primarily for the convenience of the member, the member's pharmacist, or another provider;
 - 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.
- 2.8 "Medical/Pharmacy Services" means the professional services provided by a Network Pharmacist and covered by the State and Education Employees Health Insurance Plan.
- 2.9 "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.
- 2.10 "Network Pharmacist" means a licensed pharmacist who has entered into this Contract with EGID to accept scheduled reimbursement for covered health services provided to members.
- 2.11 "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.
- 2.12 "Third Party Payer" means an insurance company or other entity making payment directly to the Pharmacist on behalf of EGID.

III. RELATIONSHIP BETWEEN THE EGID AND THE PHARMACIST

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

to a member in the same manner as he/she would any other person.

- 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 Pharmacist other than the Pharmacist named in this Contract.

IV. PHARMACIST SERVICES AND RESPONSIBILITIES

- 4.1 The Pharmacist agrees to provide quality immunizations/vaccinations in a cost efficient manner and possesses a written agreement from a Network Physician which specifies that in the event of medical complications during the course of providing services, the physician would provide the necessary and appropriate medical care, and establishes protocols and procedures for the immunization process according to applicable state and federal laws.
- 4.2 For the purpose of reimbursement, the Pharmacist shall provide services to Members that are medically necessary and covered under the Health Insurance Plan and that adhere to all Oklahoma State Statutes regarding immunizations/vaccination protocols.
- 4.3 The Pharmacist agrees to make reasonable effort to refer covered members to those Network Providers, with which EGID contracts, for medically necessary services that the Pharmacist cannot or chooses not to provide.
- 4.4 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 EGID's Network Manager of any change in the information contained in the Application within 15 days of such change.
- 4.5 The Pharmacist shall reimburse EGID for any overpayments made to the Pharmacist within 30 days of the Pharmacist's receipt of the overpayment notification.
- 4.6 The Pharmacist shall submit to a patient record audit upon 48 hours advance notice.
- 4.7 The Pharmacist shall participate in HELP/Wellness promotions sponsored by EGID, at EGID's allowable under the terms of the promotion.
- 4.8 The Pharmacist shall maintain the following equipment, reference material and supplies at the practice site:

Equipment:

- a) Thermometer
- b) Sphygmomanometer
- c) Stethoscope
- d) Cellular phone
- e) Sharps containers

Reference Material:

- a) Immunofacts: Vaccines and Immunological Drugs; John D. Grabenstein

- b) Pocket ImmunoFacts: Vaccines and Immunologics; John D. Grabenstein & Laurie A. Grabenstein
- c) Immunization Delivery: A Complete Guide; published by Facts and Comparisons by the Department of Health & Human Services, Public Health Services, for the Centers of Disease Control, CDC (**The Pink Book**)

Supplies:

- a) Vaccine
- b) Syringes, needles
- c) Alcohol swabs
- d) Cotton balls or gauze swabs
- e) Epinephrine 1:1000
- f) Diphenhydramine 50mg/ml
- g) Gloves
- h) Spot bandages

V. EGID SERVICES AND RESPONSIBILITIES

- 5.1 EGID agrees to pay the Pharmacist compensation pursuant to the provisions of Article VI, subject to appropriate application of procedural coding recommendations.
- 5.2 EGID agrees to grant the Pharmacist the status of "Network Pharmacist" and to identify the Pharmacist as a Network Pharmacist on informational materials disseminated to members.
- 5.3 EGID agrees to continue listing the Pharmacist as a Network Pharmacist until this Contract terminates.
- 5.4 EGID agrees to periodically provide the Pharmacist with a list of all Network Pharmacists
- 5.5 EGID agrees to provide appropriate identification cards for members.
- 5.6 EGID shall give a 48 hour notice prior to an audit.

VI. COMPENSATION AND BILLING

- 6.1 The Pharmacist shall seek payment only from EGID for the provision of medical/pharmacy 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. 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 Pharmacist has billed appropriately or not.
 - c) The Pharmacist agrees not to charge more for medical/pharmacy services to members than the amount normally charged (excluding Medicare) by the Pharmacist to other

patients for similar services. The Pharmacist may, however, contract with other third party payers for services. The Pharmacist's usual and customary charges may be requested by EGID and verified through an audit.

- 6.3 The Pharmacist agrees that the only charges for which a member may be liable and be billed by the Pharmacist shall be for medical/pharmacy services not covered by State and Education Employees Health Insurance Plan, or as provided in paragraph 6.4. The Pharmacist 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 Pharmacist shall not collect amounts in excess of the Plan limits unless the member has exceeded his/her annual or lifetime maximum.
- 6.5 The Pharmacist 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 Pharmacist shall bill EGID on forms acceptable to EGID within 60 days of providing the medical/pharmacy services. The Pharmacist shall use the current HCPCS and CPT codes with appropriate modifiers and ICD codes, when applicable. The Pharmacist shall furnish, upon request at no cost, all information, including medical/pharmacy records, reasonably required by EGID to verify and substantiate the provision of medical/pharmacy services and the charges for such services if the member and the Pharmacist are seeking reimbursement through EGID.
- 6.8 EGID shall reimburse the Pharmacist 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 billing records relating to medical 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 Pharmacist, 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 Pharmacist, 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 Pharmacist.
- 8.2 EGID shall have the right to use the name, office address, telephone number and specialty of the Pharmacist for purposes of informing its members and prospective members of the identity of the Network Pharmacists.
- 8.3 The Pharmacist, upon prior approval of EGID, shall have the right to publicize the Pharmacist's status in EGID's Network of Providers.

IX. DISPUTE RESOLUTION

- 9.1 EGID and the Pharmacist 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.

X. TERM AND TERMINATION

- 10.1 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.
- 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 a Pharmacist upon:
 - a) the loss or suspension of the Pharmacist's license to practice in the state of practice; or
 - b) failure to maintain Pharmacist'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 Pharmacist'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 hereunder, 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 Pharmacist relating to the rights granted and the obligations assumed by the parties concerning the provision of medical/pharmacy 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 Pharmacist.
- 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 Pharmacist
Contract Signature Page**

The Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and the Pharmacist, incorporate by reference the terms and conditions of the Network Provider Pharmacist Contract (Contract) into this Signature Page. EGID and Pharmacist 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 Pharmacist. The original of the signed document will remain on file in the office of EGID.

FOR THE PHARMACIST:

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