



**Network Provider
Ambulatory Surgery Center
Contract**

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Network Provider Ambulatory Surgery Center Contract

This HealthChoice Ambulatory Surgery Center Network Provider Contract is between the Office of Management and Enterprise Services Employees Group Insurance Department (EGID), and the business entity executing this Contract that operates an Ambulatory Surgery Center (ASC).

I. RECITALS

- 1.1 EGID is a State of Oklahoma governmental agency that administers health, life, dental, and disability insurance benefits for State, education, local government, and other eligible employees and retirees, pursuant to the Employees Group Insurance Act, 74 O. S. § 1301 et seq.
- 1.2 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.
- 1.3 EGID administers self-funded health plans that are identified by the trade name "HealthChoice." HealthChoice plans are intended to financially encourage the Members to utilize Network Providers.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, EGID AND THE ASC AGREE AS FOLLOWS:

II. DEFINITIONS

- 2.1 "Allowable Fee" means the maximum amount payable to an ASC in accordance with the provisions in Section VI of this Contract.
- 2.2 "ASC Payment Groups" means the payment groups published by CMS containing CPT/HCPCS codes for procedures performed by the ASC and additional payment groups recognized by EGID.
- 2.3 "CMS" means the Centers for Medicare and Medicaid Services.
- 2.4 "CPT" means Current Procedural Terminology.
- 2.5 "Credentialing Plan" means a general guide and process for the acceptance, cooperation, and termination of participating facilities and other health care providers.
- 2.6 "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)). (In that provision of the Social Security Act, clause (i) refers to placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; clause (ii) refers to serious impairment to bodily functions; and clause (iii) refers to serious

dysfunction of any bodily organ or part.

- 2.7 "Facility Services" means acute care inpatient and outpatient services.
- 2.8 "HCPCS" means Healthcare Common Procedure Coding System.
- 2.9 "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.
- 2.10 "Medical Services" means the professional services provided by the ASC and covered by an EGID HealthChoice plan.
- 2.11 "Medically Necessary" means services or supplies which are provided for the diagnosis and treatment of the medical and/or mental health/substance abuse condition and complies with criteria adopted by EGID. Direct care and treatment are within standards of good medical practice within the community, and are appropriate and necessary for the symptoms, diagnosis or treatment of the condition. The services or supplies must be the most appropriate supply or level of service, which can safely be provided. For hospital stays, this means that inpatient acute care is necessary due to the intensity 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. The services or supplies cannot be primarily for the convenience of the Member, caregiver, or provider. The fact that services or supplies are medically necessary does not, in itself, assure that the services or supplies are covered by the Plan.
- 2.12 "Member" means all persons covered by the HealthChoice group insurance plans, including eligible current and qualified former employees of participating entities and their eligible covered dependents. Qualified former employees include those who have retired or vested through an eligible State of Oklahoma retirement system, or who have completed the statutory required years of service, or who have other coverage rights through the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the Oklahoma Personnel Act.
- 2.13 "Network Provider" means a practitioner or facility duly licensed under the laws of the state in which the Network Provider operates and/or is accredited by a nationally recognized accrediting organization approved by state or federal guidelines, and has entered into a contract with EGID to accept scheduled reimbursement for covered health care services and supplies provided to Members.
- 2.14 "Outpatient Services and/or Surgical Procedures" means medically necessary facility services for treatment rendered by an ASC to a Member, including, but not limited to, emergency room care, clinic care, ambulatory surgery, radiology, pathology and other services which are provided without the admission of the patient.
- 2.15 "Pre-Certification" means a function performed by EGID to review and certify medical necessity prior to the receipt of service for surgical procedures identified in Section VII of this contract.
- 2.16 "Prior Authorization" means a function performed by EGID to review for medical necessity in identified areas of practice as defined at 7.11 of this Contract, prior to services being rendered.

III. RELATIONSHIP BETWEEN EGID AND THE ASC

- 3.1 The ASC is an independent contractor that 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 with EGID contrary to that of independent contractor for the purposes of this Contract.
- 3.2 EGID and the ASC agree that all of the parties hereto shall respect and observe the provider/patient relationship which will be established and maintained by the ASC. The ASC may choose not to establish a provider/patient relationship if the ASC would have otherwise made the decision not to establish a provider/patient relationship had the patient not been a Member. The ASC reserves the right to refuse to furnish services to a Member in the same manner as they 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 Network Provider other than Members and the Network Provider named in this Contract.

IV. ASC SERVICES AND RESPONSIBILITIES

- 4.1 ASC is duly licensed by the state of residence and is certified to participate in the Medicare program under Title XVIII of the Social Security Act, and/or The Joint Commission or Accreditation Association for Ambulatory Health Care (AAAHC), if applicable, and shall comply with all applicable federal, state, and local laws regulating such an ASC providing Medical Services and satisfies additional credentialing criteria as established by EGID.
- 4.2 The ASC shall provide quality, Medically Necessary services to Members, in a cost efficient manner, when ordered by a licensed practitioner who has been awarded the prerequisite clinical privileges to order and/or perform such services. Nothing in this Contract shall be construed to require the medical staff of the ASC to perform any procedure or course of treatment which the medical staff deems professionally unacceptable or is contrary to the ASC's policy.
- 4.3 The ASC shall provide services to Members in the same manner and quality as those services are provided to all other patients of the ASC.
- 4.4 The ASC has, and shall maintain, in good standing while this Contract is in effect, all licenses required by law, and if applicable, certification to participate in the Medicare program under Title XVIII of the Social Security Act and/or JCAHO and/or AAACH certification.
- 4.5 The ASC agrees to make reasonable efforts to refer Members to other Network Providers with which EGID contracts for Medically Necessary services that the ASC cannot or chooses not to provide, or is not a covered Facility Services for an ASC as defined by this contract.
- 4.6 The ASC physicians shall use best efforts to prescribe for Members medications identified on the adopted formulary or explain, in writing, on behalf of the Members of EGID why it is medically inappropriate to do so.

- 4.7 The ASC shall participate in the Pre-Certification and Prior Authorization procedures provided in Section VII and for purposes of reimbursement to abide by decisions resulting from that review subject to the rights of reconsideration, review and appeal.
- 4.8 The ASC shall furnish any medical and billing records covering any services for any Member at no cost to EGID or the Member, with the understanding that each member, as a condition of enrollment in HealthChoice Plans has authorized such disclosure.
- 4.9 The ASC shall accurately complete the Network Provider application which is attached to and made part of this Contract. The ASC shall notify EGID of any change in the information contained in the application within 15 days of such change, including resolved litigation listed as "pending" on the original application.
- 4.10 The ASC shall reimburse EGID for any overpayments made to the ASC within 30 days of the ASC's receipt of the overpayment notification.
- 4.11 The ASC shall submit to an on-site patient record audit upon 48 hours advance notice.
- 4.12 The ASC is knowledgeable of EGID's Fraud, Waste and Abuse Program pertaining to EGID's fraud, waste and abuse detection, correction and prevention. This program is posted on EGID's web site at www.sib.ok.gov.
- 4.13 The ASC shall disclose whether it or any of its officers are named on the United States Department of Health and Human Services Office of Inspector General and the General Services Administration exclusion list.

V. EGID SERVICES AND RESPONSIBILITIES

- 5.1 EGID agrees to pay the ASC compensation pursuant to the provisions of Section VI, subject to appropriate application of procedural coding recommendations.
- 5.2 EGID agrees to grant the ASC the status of "Network Provider" and to identify the ASC as a Network Provider on informational materials disseminated to Members.
- 5.3 EGID agrees to continue listing the ASC as a Network Provider until this Contract terminates.
- 5.4 EGID agrees to maintain a listing of all Network Providers on the EGID web site.
- 5.5 EGID agrees to provide appropriate identification cards for Members.
- 5.6 EGID acknowledges the confidentiality, privacy and security regulations pertaining to Members' health and file 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 Pre-Certification and Prior Authorization procedures 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 EGID shall determine the Allowable Fee for purposes of reimbursement to the ASC for Facility Services furnished in connection with a covered procedure. EGID shall categorize what shall constitute a covered procedure and an ASC Payment Group.
- 6.2 Facility Services for which the ASC may be reimbursed by EGID and/or Members under this Contract are those set forth in the ASC Payment Groups as provided in paragraph 6.7.
- 6.3 EGID will pay 80% of the Allowable Fee and the Member shall pay 20% of the Allowable Fee unless the Member has met the stop loss limitation, and EGID shall pay the Allowable Fee and the Member has no liability. When the Allowable Fee exceeds billed charges, EGID shall pay 80% of the Allowable Fee and the Member shall pay 20% of billed charges unless the Member has met the stop loss limitation and then EGID shall pay the Allowable Fee and the Member has no liability.
- 6.4 The ASC shall seek payment only from EGID for the provision of Facility Services except as provided in paragraphs 6.5, 6.13 and 6.18. Payment from EGID may be limited after application of the amounts referred to in paragraph 6.5, when the Member has received Medically Necessary covered services, subject to plan limitations and conditions.
- 6.5 EGID may reduce the payment and the ASC may collect from the Member any deductibles, coinsurance and copayments according to the Member's HealthChoice Plan in effect at the time charges are incurred. A complete description of HealthChoice medical insurance plans is available on EGID's website.
- 6.6 EGID's and the Member's financial liability shall be limited to the procedure's Allowable Fee as determined by EGID, applying appropriate coding methodology, whether the ASC has billed appropriately or not.
- 6.7 EGID shall utilize the same ASC Payment Group numbers as published by CMS and available at <http://www.cms.hhs.gov/ASCPayment>. EGID shall also utilize groups which contain procedure codes that will be recognized for reimbursement purposes in addition to those recognized by CMS for performance in an ASC setting. The CPT/HCPCS and the appropriate ASC Payment Group to which each is assigned is incorporated in this contract by reference. It is EGID's intent to review and update the ASC Payment Groups annually. It is EGID's further intent to update the ASC Payment Groups as it deems necessary when new codes are identified by the American Medical Association or CMS. An ASC may request a review of a billing code for inclusion in an ASC Payment Group by addressing a written request with supporting documentation to: EGID, Network Management, 3545 NW 58th Street, Suite 110, Oklahoma City, Oklahoma 73112.
- 6.8 The ASC Facility Services Allowable Fee includes the following:
- a. The use of an ASC facility, operating and recovery rooms, preparation area and emergency equipment;
 - b. Observation room, including the use of waiting room or lounges by the patients and relatives;
 - c. Administrative services such as scheduling, recordkeeping, housekeeping and related items, coordination for discharge, utilities and rent;

- d. Services provided by nurses, orderlies, technical staff and others involved in the member's care connected to the procedure and other related services;
- e. Pre-operative and intra-operative radiology and laboratory services including chest x- rays provided by the ASC. Laboratory services that are performed under a Clinical Laboratory Improvement Act (CLIA) certificate of waiver;
- f. Anesthetic and any materials disposable or reusable, needed to administer anesthesia;
- g. Drugs and biologicals including preparation, administration and monitoring of patient;
- h. Surgical dressings, supplies, splints, casts, appliances and equipment related to the surgical procedure;
- i. Intraocular lenses for insertion during or after cataract surgery;
- j. Supervision of the services of an anesthetic by the operating surgeon;
- k. Therapeutic items;
- l. Blood and blood products;
- m. Implants, except as those specifically allowed at 6.10.

6.9 The ASC Facility Services Allowable Fee excludes the following:

- a. Physician services, including anesthesia;
- b. The sale, lease or rental of durable medical equipment for use in the Member's home;
- c. All prosthetic devices except for intraocular lenses;
- d. Leg, arm, back and neck braces;
- e. Artificial legs, arms and eyes;
- f. Services furnished by an independent laboratory;
- g. Ambulance services;
- h. Laboratory, x-ray and diagnostic procedures (other than those directly related to performance of the surgical procedure).

6.10 Implants are defined as material(s) inserted into the body, including living, inert, or biological material (i.e. screws, grafts, plates, or fixation devices) used for the purpose of creating stability (to correct, protect, or stabilize a deformity) where the majority of the product is left under the skin after surgery. EGID reimburses separately for implants found on the implant list at EGID Provider website. It is EGID's further intent to update the implant list as it deems necessary when new codes are identified by the American Medical Association or CMS. An ASC may request a review of an implant for inclusion by addressing a written request with supporting documentation to: EGID, Provider Relations, 3545 NW 58th Street, Suite 110, Oklahoma City, Oklahoma 73112. EGID does not reimburse separately for mesh, sutures, suture anchors, staples, wire, catheters, vascular stent, stents used in the intestinal tract, and devices associated with sterilization or fertility procedures. EGID's reimbursement of implants is subject to the following conditions:

- a. Implants must be billed at invoice cost, plus ten percent (10%) less any rebates and/or discounts received by the ASC. Implants shall be billed using the most descriptive CPT/HCPCS code and EGID will allow up to the net cost plus ten percent (10%), including shipping, handling, and tax. Shipping, handling and tax must be prorated for the billed implant for invoices including supplies other than the billed implant. If there is no CPT/HCPCS code available for a certain implant, EGID will accept the appropriate unlisted CPT/HCPCS code with an explanation of each item and the corresponding charge.
- b. Upon request, EGID requires the actual invoice for the implant billed.

- c. EGID requires the ASC to include a description of implant items on both electronic and paper claims.
 - d. EGID may conduct quarterly retrospective audits of the ASC's charges for implants. Upon the occurrence of an audit, EGID will request invoices for audited claims and any other documentation showing discounts that are not listed on the invoice. Invoices must identify which implants listed on the invoice apply to the claim being audited. Upon request, the ASC has twenty (20) days to submit this information to EGID. During the audit, if EGID finds that the ASC is billing more than acquisition costs, plus ten percent(10%), the ASC will be required to refund any overpayments made by EGID to the ASC and to provide copies of invoices for all subsequent claims submitted prior to payment. If the ASC continues to bill above the acquisition cost, or does not provide copies of requested invoices with the required timeframe then, EGID will no longer allow reimbursement to the ASC for implants as a separate reimbursable item.
- 6.11 If an ASC bills a CPT/HCPCS code that EGID considers to be part of another more comprehensive code that is also billed for the same patient on the same date of service, only the more comprehensive code is covered for purposes of reimbursement. If more than one surgical procedure is performed in the same operative session, the procedure in the more comprehensive ASC Payment Group will receive full payment and the remaining procedure(s) will be allowed at fifty percent (50%) of the reimbursement rate for the next covered ASC Payment Group. If more than one procedure in the same ASC Payment Group is performed, one procedure will be reimbursed the full payment and the remaining procedure(s) will be reimbursed at fifty percent (50%) of the reimbursement rate.
- 6.12 The ASC agrees not to charge more for Medical Services to Members than the amount normally charged (excluding Medicare) by the ASC to other patients for similar services. The ASC's usual charges may be requested by EGID and verified through an audit.
- 6.13 The ASC agrees that the only charges for which a Member may be liable and be billed by the ASC shall be for deductibles, coinsurance, copayments or services not covered by or limited by the HealthChoice Plan, or as provided in paragraph 6.18. The ASC shall not waive any deductibles, copayments and coinsurance required by EGID.
- 6.14 The ASC shall refund to the Member any overpayment made by the Member within 30 days of discovery.
- 6.15 In a case in which EGID is primary under applicable coordination of benefit rules, EGID will pay the Allowable Fee under this Contract. In a case in which EGID is other than primary under EGID's coordination of benefit rules, EGID will pay the Member's liability for out of pocket expenses such as deductibles, copayments of coinsurance, under the primary policy, up to EGID's maximum liability under the terms of this Contract or EGID's standard benefit, whichever is less. No payment will be made for any charge that is not an allowed expense or an amount for which the Member is contractually held harmless under any coordinating policy.
- 6.16 The ASC shall bill EGID on Form CMS 1500 in the manner prescribed by CMS guidelines and in accordance with the CMS 1500 Manual for the state in which the ASC operates. The ASC shall bill EGID within six (6) months of the date of services or the date of discharge. This provision shall not apply in cases involving litigation, multiple payors, or where the patient has failed to

notify the ASC that (s)he is a Member.

- 6.17 EGID shall reimburse the ASC within 45 days of receipt of billings that are accurate, complete and otherwise in accordance with this Contract and the laws governing the same. See: 74 O.S. § 1328. EGID will not be responsible for the delay of reimbursement due to circumstances beyond EGID's control.
- 6.18 The ASC shall not charge the Member for Medical Services denied during Pre-Certification procedures described in Section VII or for Facility Services excluded for payment when provided in an ASC setting, unless the ASC has obtained a written waiver from that Member. Such a waiver shall be obtained only upon the denial 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.
- 6.19 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 ASC shall use best efforts to adhere to and cooperate with EGID's Pre-Certification and Prior Authorization procedures. These procedures do not guarantee a Member's eligibility or that benefits are payable, but assure that the Medical Services to be provided are covered under the HealthChoice Plan.
- 7.2 The ASC, or its representative, shall notify EGID of outpatient surgical procedures outlined at Section 7.3 of this Contract. A request for Pre-Certification shall be made at least three days prior to the scheduled outpatient surgical procedure. A request for certification shall be made within one working day after an emergency outpatient surgical procedure. Such notification shall be at no charge to EGID or the Member. Failure to comply with Pre-Certification shall result in the ASC's reimbursement being penalized by ten percent (10%) if Medical Necessity is confirmed retrospectively and, if not confirmed, there shall be no reimbursement.
- 7.3 The ASC shall notify EGID of certain specific outpatient surgical procedures. See website at www.sib.ok.gov/PDFfiles/HealthHandBook.pdf Go to the Table of Contents, Required Plan Processes, Precertification.
- 7.4 The certification requirements are intended to maximize insurance benefits assuring that medical services are provided to the Member at the appropriate level of care in the appropriate setting. In no event is it intended that the procedures interfere with the physician's or ASC'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 shall consider all relevant information concerning the Member before medical necessity is approved or denied.
- 7.6 EGID shall respond to requests for certification by immediately assigning a code number to each request.

- 7.7 At the time of the certification request, the ASC should be prepared to give the following information:
- a. Member's name and identification number,
 - b. age and sex,
 - c. diagnosis,
 - d. planned procedure or surgery,
 - e. scheduled date of surgery,
 - f. name of place services are to be performed,
 - g. name of physician, and
 - h. Member status (i.e.: employee, dependent).
- 7.8 EGID shall not retrospectively deny any previously approved care. The ASC shall update EGID as the Member's condition or diagnosis changes.
- 7.9 Upon the Member's request, EGID shall reconsider any non-approved services. The ASC may submit a formal written appeal to EGID.
- 7.10 The ASC shall request Pre-Certification 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 ASC shall request prior authorization from EGID for the following:
- a. home health care,
 - b. durable medical equipment,
 - c. home infusion therapies.

VIII. LIABILITY AND INSURANCE

- 8.1 Neither party to this Contract, EGID nor the ASC, or any agent, employee or other representative of a party, shall be liable to third parties for any act by commission or omission of the other party in performance of this Contract and the terms and provisions herein.
- 8.2 The ASC shall be required to obtain general and medical liability coverages for claims of acts and omissions of the ASC and its employees and agents. Such coverage shall be maintained at a level of not less than that which is mandated by state statute or less than One Million Dollars (\$1,000,000) per incident, when the ASC is not regulated by statute. EGID shall be notified 30 days prior to cancellation. If coverage is lost or reduced below specified limits, EGID may cancel this contract.

IX. MARKETING, ADVERTISING AND PUBLICITY

- 9.1 EGID shall encourage its Members to use the services of the Network ASC.
- 9.2 EGID shall have the right to use the name, address, phone number and specialty of the ASC in a provider listing for purposes of informing Members and prospective Members of the identity of the ASC, and otherwise performing the terms of this Contract.

9.3 The ASC, upon prior approval of EGID, shall have the right to publicize its status as a Network Provider.

X. DISPUTE RESOLUTION

10.1 EGID and the ASC 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 Section shall interfere with either party's rights under Section XI.

XI. TERM AND TERMINATION

11.1 It is agreed by the parties that no changes to the Contract except changes to reimbursement, which shall be revised as indicated, shall be made unless by a written amendment signed by both parties and in accordance with all applicable Federal and State Statutes.

11.2 Either party may terminate this Contract with or without cause, upon giving 30-day notice pursuant to 12.2 at any time during the term of this Contract.

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 Following termination of this Contract, EGID shall continue to have on-site access, at no cost to EGID, to the ASC'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 6.19.

11.5 This Contract shall terminate with respect to an ASC:

- a. upon the loss or suspension of the ASC's license to operate in the state of residence, AAAHC/JCAHO/Medicare certification; or
- b. if the ASC does not maintain professional and general liability coverage in accordance with this Contract.

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 in Section 12.1, EGID may designate an Administrator to administer any of the terms of this Contract.
- 12.4 This Contract, together with exhibits, contains the entire agreement between EGID and the ASC 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 or section of 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 ASC.
- 12.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules. Any provision of this Contract, which 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 determination at law or in a court of equity that one term or provision is unenforceable shall not operate so as to void the enforcement of the remaining terms and provisions of this entire Contract, or any one provision, 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.
- 12.9 As mandated by HB1086, the Transparency, Accountability, and Innovation in Oklahoma State Government 2.0 Act of 2011, all payments disbursed by the Office of the State Treasurer must be made solely through electronic funds transfer (EFT). Provider/facility hereby agrees to accept EFT payments by July 1, 2013. Provider acknowledges that all health and dental claims received after July 1, 2013, regardless of the date of service, will be denied pending receipt of additional information if EFT payment information is not on file as of July 1, 2013.



Network Provider Facility Credentialing Information Contract Applications

HealthChoice requires all three addresses on the respective pages of the application.

1. **Service Address** – This address is used for the location where health care services are performed and/or the physical location of the provider. The service address will be used for the on-line provider directory which is used by members and providers to identify and locate all HealthChoice Network Providers.
2. **Mailing Address** – Mailing contact information, if listed, will be utilized for all legal, contractual notices as defined in section 11.2 or 12.2 of the facility contracts. An email address must be included for this contact in order to access the online fee schedules. All notices will be sent electronically.
3. **Billing Address** – This address is used for submitting all claims to HealthChoice for processing and appears in box 33 of the CMS-1500 claim form or box 2 on the UB-04. If box 2 is not used by the facility, the billing address appears in Box 1 of the UB-04. Claims will be paid exclusively to the billing address.

Each address must have a corresponding phone number, email address, fax number and contact person.

Insurance Certificate/Face Sheet must have name of the applicant listed as the insured. The insurance limits must be at the levels required in the contract and must indicate clearly the coverage type(s) stated in the contract. Product liability coverage in lieu of professional/medical liability is acceptable for DME only.

W-9 forms must be signed and list only the Tax ID number for each location listed on the application which will be used on claim forms

Please return entire application packet with the new information.



**Network Facility
Application Requirements**

Thank you for your interest in the HealthChoice Provider Network.

Please complete the attached Application and submit with the required attachments listed below.

Complete all sections of the application. If an area of inquiry is not applicable to the facility, please indicate. If you need additional space to provide complete answers, attach additional sheets of paper and clearly indicate the item to which each sheet applies.

Retain the Contract for your records.

REQUIRED ATTACHMENTS

Please attach a copy of each of the following documents to your completed Application:

- Current state(s) license(s)**
- Face Sheet of current general and medical liability insurance policy**
Insurance Certificate/Face Sheet must have the name or the Facility listed as the insured. The insurance limits must be at the levels in the Contract and must indicate clearly that it is general and medical liability coverage.
- W-9 form for each Federal Tax Identification Number**
W-9 forms must be signed and list only the Federal Tax Identification Number listed on the Application which will be used on claim forms submitted to HealthChoice.
- Contract Signature Page**
- Electronic Funds Transfer (EFT) Form**
- Copy of voided check or bank letter for Electronic Funds Transfers**
- Copy of Medicare Certification Letter**
- Copy of Joint Commission Accreditation Certificate (if applicable)**
- Copy of AAAHC Accreditation Certificate (if applicable)**

Incomplete applications will be returned.



Network Facility Application

The completed Network Facility Application should be returned to the Office of Management and Enterprise Services Employees Group Insurance Department in its entirety, accompanied by the applicable attachments. You may mail, fax or email the completed application to:

Office of Management and Enterprise Services
Employees Group Insurance Department
ATTN: Network Management
3545 N.W. 58th St., Ste. 110
Oklahoma City, OK 73112
Phone: 1-405-717-8790 or 1-844-804-2642
Fax: 1-405-717-8977
EGID.NetworkManagement@omes.ok.gov

General Information

Legal Name of Owner: _____
Trade Name/DBA: _____
Medicare Facility Classification: _____ Medicare Number: _____

License Information

State: _____
License Number: _____
Expiration Date: _____

A copy of facility license is required for each state of practice.

Accreditation

Is this Facility accredited by the Joint Commission: Yes No
Joint Commission Program ID Number: _____
Date of most current accreditation: _____ Expiration Date: _____
Is this Facility accredited by the AAAHC? Yes No
Date of most current accreditation: _____ Expiration Date: _____

Insurance Information

Copy of Insurance Certificate/face sheet is required.

Please provide the following information about the Facility's current general and medical liability insurance coverage.

Name of Carrier: _____

Limits of General and Medical Liability Per Occurrence: _____ Expiration Date: _____

Important Facility Contacts

CEO/Administrator: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

CFO: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Credentialing Contact: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Address Information

Federal Tax ID Number: _____ National Provider Identification: _____

Attach a completed W9 form for each Federal Tax ID number.

Physical Address – physical location of the Facility

THIS ADDRESS AND PHONE NUMBER WILL APPEAR ON THE WEBSITE PROVIDER DIRECTORY.

Physical Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Mailing Address

Mailing Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Mailing contact information, if listed, will be utilized for all legal, contractual notices as defined in section 11.2 or 12.2 of the facility contracts. An email address must be included for this contact in order to access the online fee schedules. All notices will be sent electronically.

Billing/Remit Address – for claims payments and remittance statements

ALL BILLING INFORMATION BELOW MUST MATCH THE INFORMATION REFLECTED ON THE CLAIMS SUBMITTED.

Name Submitted on Claims: _____

Billing Office Name (if applicable): _____

Billing Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Additional Location

Federal Tax ID Number: _____ National Provider Identification: _____

Attach a completed W9 form for each Federal Tax ID number.

Physical Address – physical location of the Facility

THIS ADDRESS AND PHONE NUMBER WILL APPEAR ON THE WEBSITE PROVIDER DIRECTORY.

Physical Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Mailing Address- for correspondence/credentialing

Mailing Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Billing/Remit Address – for claims payments and remittance statements

ALL BILLING INFORMATION BELOW MUST MATCH THE INFORMATION REFLECTED ON THE CLAIMS SUBMITTED.

Name Submitted on Claims: _____

Billing Office Name (if applicable): _____

Billing Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Please use copies of these pages to report any additional locations.

HOSPITAL AND NON-HOSPITAL BASED SERVICES; if applicable

Does the Hospital provide the following specialty services?

- | | |
|--|---|
| <input type="checkbox"/> Ambulance | <input type="checkbox"/> Infusion Therapy |
| <input type="checkbox"/> Ambulatory Surgery Center | <input type="checkbox"/> Laboratory |
| <input type="checkbox"/> Dialysis | <input type="checkbox"/> Long Term Acute Care |
| <input type="checkbox"/> Durable Medical Equipment | <input type="checkbox"/> Psych/Substance Abuse |
| <input type="checkbox"/> Home Health Care | <input type="checkbox"/> Rehabilitation |
| <input type="checkbox"/> Hospice | <input type="checkbox"/> Skilled Nursing Facility |
| <input type="checkbox"/> Independent Diagnostic Testing Facility | <input type="checkbox"/> Sleep Study |

Does the Hospital provide the following services by a group of specialists? If yes, please list the provider group name.

- Anesthesiology Group: _____
- Emergency Physician Group: _____
- Pathology Group: _____
- Radiology Group: _____

Electronic Funds Transfer (EFT) Authorization Agreement

Provider Information

Provider Name: _____
Doing Business As Name (DBA): _____

Provider Address

Street: _____
City: _____ State/Province: _____ ZIP Code/Postal Code: _____

Provider Identifiers Information

Provider Federal Tax Identification Number (TIN) or
Employer Identification Number (EIN): _____
National Provider Identifier (NPI): _____ Provider Type: _____

Financial Institution Information

A VOIDED CHECK OR A BANK LETTER VERIFYING THE ACCOUNT AND ROUTING NUMBERS IS REQUIRED.

Financial Institution Name: _____
Financial Institution Routing Number: _____
Type of Account at Financial Institution: _____
Provider's Account Number with Financial Institution: _____
Account Number Linkage to Provider Identifier: _____
 Provider Tax Identification Number (TIN) or National Provider Identifier (NPI)

You must contact your financial institution to arrange for the delivery of the CORE-required Minimum CCD+ data elements needed for reassociation of the payment and the ERA. Online instructions on how you can determine the status of your EFT enrollment is available at <http://www.ok.gov/sib/Providers/EFT/index.html>

Submission Information

Reason for Submission
 New Enrollment Change Enrollment

Authorized Signature

I hereby authorize the Employees Group Insurance Department (EGID) to initiate credit entries in accordance with HB 1086 Transparency, Accountability and Innovation in Oklahoma State Government 2.0 Act of 2011 to the account indicated above. I hereby authorize the financial institution/bank named above to credit the same to such account.

Written Signature of Person Submitting Enrollment: _____
Printed Name of Person Submitting Enrollment: _____
Printed Title of Person Submitting Enrollment: _____
Submission Date: _____

EFT INSTRUCTIONS

Please complete this EFT form in its entirety. Leaving required fields blank or failing to attach a voided check or bank letter will result in an incomplete application and/or denied claims. If you have any questions regarding the use of this form or any of the information requirements, please contact us using the information listed at the bottom of page 1 of this form. To ensure the security of your information when submitting this form via email, please submit your form and any attachments in an encrypted WinZip file, then submit the password for the WinZip file in a separate email.

THE EFT FORM IS A **MANDATORY** PART OF YOUR ENROLLMENT APPLICATION

Provider Information

Provider Name	Complete legal name of institution, corporate entity, practice or individual provider	Required
Doing Business As Name (DBA)	A legal term used in the United States meaning that the trade name, or fictitious business name, under which the business or operation is conducted and presented to the world is not the legal name of the legal person (or persons) who actually own it and are responsible for it	Optional

Provider Address

Street	The number and street name where a person or organization can be found	Required
City	City associated with provider address field	Required
State/Province	ISO 3166-2 Two Character Code associated with the State/Province/Region of the applicable country	Required
ZIP Code/Postal Code	System of postal-zone codes (ZIP stands for zone improvement plan) introduced in the U.S. in 1963 to improve mail delivery and exploit electronic reading and sorting capabilities	Required

Provider Identifiers Information

Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)	A Federal Tax Identification Number, also known as an Employer Identification Number (EIN), is used to identify a business entity	Required
National Provider Identifier (NPI)	A Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard. The NPI is a unique identification number for covered healthcare providers. Covered healthcare providers and all health plans and healthcare clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA. The NPI is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare providers, such as the state in which they live or their medical specialty. The NPI must be used in lieu of legacy provider identifiers in the HIPAA standards transactions	Required (when provider has been enumerated with an NPI)
Provider Type	A proprietary health plan-specific indication of the type of provider being enrolled for EFT with specific provider type description included by the health plan in its instruction and guidance for EFT enrollment (e.g., hospital, laboratory, physician, pharmacy, pharmacist, etc.)	Optional

Financial Institution Information

Financial Institution Name	Official name of the provider's financial institution	Required
Financial Institution Routing Number	A 9-digit identifier of the financial institution where the provider maintains an account to which payments are to be deposited	Required
Type of Account at Financial Institution	The type of account the provider will use to receive EFT payments, e.g., Checking, Saving	Required
Provider's Account Number with Financial Institution	Provider's account number at the financial institution to which EFT payments are to be deposited	Required
Account Number Linkage to Provider Identifier	Provider preference for grouping (bulking) claim payments – must match preference for v5010 X12 835 remittance advice	Required

Submission Information

Reason For Submission	Check appropriate box. Please note that EFT cannot be cancelled.	Optional
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Authorized Signature

Written Signature of Person Submitting Enrollment	The signature of an individual authorized by the provider or its agent to initiate, modify or terminate an enrollment. May be used with electronic and paper-based manual enrollment	Required
Printed Name of Person Submitting Enrollment	A (usually cursive) rendering of a name unique to a particular person used as confirmation of authorization and identity	Optional
Printed Title of Person Submitting Enrollment	The printed name of the person signing the form; may be used with electronic and paper-based manual enrollment	Optional
Submission Date	The printed title of the person signing the form; may be used with electronic and paper-based manual enrollment	Optional
	The date on which the enrollment is submitted	Optional



**Network Provider Ambulatory Surgery Center
Signature Page**

The Office of Management and Enterprise Services Employees Group Insurance Department (EGID) and the Facility incorporate by reference the terms and conditions of the HealthChoice Network Ambulatory Surgery Center Facility Contract (Contract), located in HCASCCv3.2 at www.sib.ok.gov/contracts, into this Signature Page and acknowledge the Contract is an electronic record created according to 12A O.S. § 15-101 et seq. EGID and the Facility 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 Facility.

FOR THE FACILITY:

Legal Name of Owner (Typed or Printed)

Trade Name/DBA (Typed or Printed)

Federal Tax ID Number

Address of the Facility:

Authorized Officer or Representative (Typed or Printed)

Title

Signature

Signature Date

FOR EGID:

Diana O'Neal
Deputy Administrator
Employees Group Insurance Department

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

Office of Management Enterprise Services
Employees Group Insurance Department
ATTN: Network Management
3545 N.W. 58th St., Ste. 110
Oklahoma City, OK 73112
Phone: 1-405-717-8790 or 1-844-804-2642
Fax: 1-405-717-8977
EGID.NetworkManagement@omes.ok.gov

Electronic Remittance Advice (ERA) Authorization Agreement

Provider Information

Provider Name: _____

Doing Business As Name (DBA): _____

Provider Address

Street: _____

City: _____ State/Province: _____ ZIP Code/Postal Code: _____

Provider Identifiers Information

Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN): _____

National Provider Identifier (NPI) _____ Provider Type: _____

Electronic Remittance Advice Information

Preference for Aggregation of Remittance Data (e.g. Account Number Linkage to Provider Identifier)

Provider Tax Identification Number (TIN): _____

National Provider Identifier (NPI): _____

Electronic Remittance Advice Clearinghouse Information

Clearinghouse Name: _____

Clearinghouse Contact Name: _____ Telephone Number: _____

Submission Information

Reason for Submission

New Enrollment

Change Enrollment

Cancel Enrollment

Authorized Signature

I hereby authorize the Office of Management and Enterprise Services Employees Group Insurance Department to send electronic remittance advice (ERA/835) as designated herein. I am authorized to elect Electronic Remittance Advice (ERA) transactions on behalf of the indicated party and I acknowledge the same by signing below.

Written Signature of Person Submitting Enrollment: _____

Printed Name of Person Submitting Enrollment: _____

Printed Title of Person Submitting Enrollment: _____

Submission Date: _____

Please mail, fax or email the completed form or questions to:
Office of Management and Enterprise Services Employees Group Insurance Department
3545 N.W. 58th St, Ste., 110, Oklahoma City, OK 73112
Phone: 405-717-8790 or 800-543-6044 or Fax: 405-717-8977 or 405-717-8702
EGID.EFTEnroll@omes.ok.gov or EGID.NetworkManagement@omes.ok.gov

ERA INSTRUCTIONS

Please complete this ERA Form in its entirety. Leaving any required fields blank will result in an incomplete process. If you have any questions regarding the use of this form, or any of the field requirements, please see our contact information listed at the bottom of page 1 of this form. Information about how to check the status of your ERA is available at www.ok.gov/sib/Providers/Provider_EFT/index.html

Provider Information

Provider Name	Complete legal name of institution, corporate entity, practice or individual provider	Required
Doing Business As Name (DBA)	A legal term used in the United States meaning that the trade name, or fictitious business name, under which the business or operation is conducted and presented to the world is not the legal name of the legal person (or persons) who actually own it and are responsible for it	Optional

Provider Address

Street	The number and street name where a person or organization can be found	Required
City	City associated with provider address field	Required
State/Province	ISO 3166-2 Two Character Code associated with the State/Province/Region of the applicable country	Required
ZIP Code/Postal Code	System of postal-zone codes (zip stands for "zone improvement plan") introduced in the U.S. in 1963 to improve mail delivery and exploit electronic reading and sorting capabilities	Required

Provider Identifiers Information

Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)	A Federal Tax Identification Number, also known as an Employer Identification Number (EIN), is used to identify a business entity	Required
National Provider Identifier (NPI)	A Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard. The NPI is a unique identification number for covered healthcare providers. Covered healthcare providers and all health plans and healthcare clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA. The NPI is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare providers, such as the state in which they live or their medical specialty. The NPI must be used in lieu of legacy provider identifiers in the HIPAA standards transactions	Required (when provider has been enumerated with an NPI)
Provider Type	A proprietary health plan-specific indication of the type of provider being enrolled for ERA with specific provider type description included by the health plan in its instruction and guidance for ERA enrollment (e.g., hospital, laboratory, physician, pharmacy, pharmacist, etc.)	Optional

Electronic Remittance Advice Information

Preference for Aggregation of Remittance Data (e.g. Account Number Linkage to Provider Identifier)	Provider preference for grouping (bulking) claim payment remittance advice – must match preference for EFT payment	Required
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Electronic Remittance Advice Clearinghouse Information

Clearinghouse Name	Official name of the provider's clearinghouse	Required; i.e., Emdeon This should be the clearinghouse who is currently handling your electronic claims for HealthChoice, Oklahoma Department of Corrections and/or Oklahoma Department of Rehabilitation Services Any request for routing of ERAs to another destination will require additional setup and testing.
Clearinghouse Contact Name	Name of a contact in clearinghouse office for handling ERA issues	Optional
Telephone Number	Telephone number of contact	Optional

Submission Information

Reason For Submission	Check appropriate box.	Required
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Authorized Signature

The signature of an individual authorized by the provider or its agent to initiate, modify or terminate an enrollment. May be used with electronic and paper-based manual enrollment

Required

Written Signature of Person Submitting Enrollment	A (usually cursive) rendering of a name unique to a particular person used as confirmation of authorization and identity	Optional
Printed Name of Person Submitting Enrollment	The printed name of the person signing the form; may be used with electronic and paper-based manual enrollment	Optional
Printed Title of Person Submitting Enrollment	The printed title of the person signing the form; may be used with electronic and paper-based manual enrollment	
Submission Date	The date on which the enrollment is submitted	Optional