

SELECT AMENDMENT

EGID OKLAHOMA DEPARTMENT OF CORRECTIONS

This Select Amendment to the Oklahoma Department of Corrections (DOC) Network Contract is between DOC and the DOC Network contracted entity identified by its authorized signature below.

In consideration of the promises and mutual covenants, DOC and the facility agree as follows:

AMBULATORY SURGERY CENTER CONTRACT

EGID and the facility incorporate by reference the terms and conditions of the currently effective Oklahoma Department of Corrections (DOC) Ambulatory Surgery Center (ASC) Contract (hereinafter referred to as "ASC Contract") that is located at <https://gateway.sib.ok.gov/DOC/Contracts.aspx>

Pursuant to Section 11.5 of the ASC Contract, this Select Amendment is authorized by mutual written consent of the parties.

Paragraphs 6.2, 6.5, 6.6, & 6.8 (a) in Section VI and Exhibit B of the ASC Contract are of no affect related to bundled services.

Paragraph 6.3 in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follow, towit:

6.3 DOC agrees to pay the ASC for those bundled services identified in Attachment A. For those identified services, DOC agrees to pay the ASC the Allowable Fee set by DOC as indicated in the then current Select Fee Schedule.

Paragraph 6.9 a. & d. in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follows, towit:

6.9 a. DOC reimbursement for implants is the invoice cost less any rebates and/or discounts received by the facility. Implants shall be billed using the most descriptive CPT/HCPCS code and DOC will allow up to the net cost, 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, DOC will accept the appropriate unlisted CPT/HCPCS code with an explanation of each item and the corresponding charge.

6.9 d. DOC may collect quarterly retrospective audits of the ASC's charges for implants. Upon the occurrence of an audit, DOC 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 the DOC. During the audit, if DOC finds that the ASC is billing more than acquisition costs, the ASC will be required to refund any overpayments made by DOC 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 within the required timeframe then, DOC will no longer allow reimbursement to the ASC for implants as a separate reimbursable item.

Paragraph 6.10 in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follow, towit:

6.10 If an ASC bills a CPT/HCPCS code that DOC 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 the purposes of reimbursement.

Paragraph 6.12 in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follow, towit:

6.12 The ASC shall bill DOC on Form CMS 1500 in the manner prescribed by CMS guidelines and in accordance with CMS 1500 Manual for the state in which the ASC operates. The ASC shall bill DOC 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 he/she is a Member. The ASC may bill DOC on alternate forms as approved by DOC.

All services on the date of the bundled service/procedure are inclusive of the Bundled Allowable Fee.

The following paragraph 6.20 in Section VI is added to the terms of the ASC Contracts as they relate to bundled services, as follows, towit:

- a. EGID shall consider multiple combinations of CPT/HCPCS codes as specified within the Select fee schedule.**
- b. Bilateral procedures will be reimbursed at 150% of the Select Allowable fee.**

DOC and the provider/facility that is identified by its signature below sign this Select Amendment to the EGID Oklahoma Department of Corrections Network Contract, by and through their respective authorized representatives.

FOR THE FACILITY:

FOR DOC:

Legal Name of Owner (typed or printed)

Director or Chief Medical Officer
Department of Corrections
3400 M.L. King, Oklahoma City, OK 73111

Trade Name/dba (typed or printed)

Mailing Address of Facility:

Date

City, State ZIP

Tax Identification Number

Name and Title of Authorized Officer or Representative

Signature

Date

Return this page with appropriate signatures to:

Department of Corrections
Attn: Network Management
3545 N.W. 58th St., Ste. 110
Oklahoma City, OK 73112
Fax to 405-717-8977

Email to EGID.DOCNetworkManagement@omes.ok.gov