

## **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:

**FACILITY CONTRACT  
and  
FIRST AMENDMENT EGID OKLAHOMA DEPARTMENT OF CORRECTIONS  
NETWORK FACILITY CONTRACT  
LIMITED TO RADIOLOGY, SLEEP STUDY PROVIDERS  
AND INDEPENDENT DIAGNOSTIC TESTING FACILITIES**

EGID and the facility incorporate by reference the terms and conditions of the currently effective Oklahoma Department of Corrections (DOC) Facility Contract and the First Amendment Oklahoma Department of Corrections Network facility Contract Limited to Radiology, Sleep Study Providers and Independent Diagnostic Testing Facilities (hereinafter referred to as "Facility Contracts") that are located at

<https://gateway.sib.ok.gov/DOC/Contracts.aspx>

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

Paragraphs 6.2 in Section VI of the Facility Contracts are of no affect related to bundled services.

Paragraph 6.3 in Section VI of the Facility Contracts as it relates to inpatient and outpatient bundled services is amended in its entirety, as follows, towit:

**6.3 DOC agrees to pay the facility for those bundled services identified in attachment A. For those identified services, DOC agrees to pay the facility the Allowable Fee set by DOC as indicated in the then current Select Fee Schedule. DOC also agrees to pay the facility for implants subject to the provisions of article 6.3a below.**

**6.3 a. 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. DOC reimburses separately for implants found on the implant list at the DOC provider website. It is DOC's further intent to update the implant list as it deems necessary when new codes are identified by the American Medical Association (AMA) or Center for Medicare and Medicaid Services (CMS). A facility may request a review of an implant for inclusion by addressing a written request with supporting documentation to: DOC, Network Management, 3545 NW 58<sup>th</sup> Street, Suite 500, Oklahoma City, Oklahoma 73112. DOC does not reimburse separately for mesh, sutures, suture anchors, staples, wire, catheters, vascular stents, stents used in the intestinal tract, and devices associated with sterilization or fertility procedures. DOC's reimbursement for implants is subject to the following conditions:**

- 1. Implants must be billed at 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.

2. **DOC may conduct quarterly retrospective audits of the facilities' 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 facility has twenty (20) days to submit this information to DOC. During the audit, if DOC finds that the facility is billing more than acquisition costs, the facility will be required to refund any overpayments made by DOC to the facility and to provide copies of invoices for all subsequent claims submitted prior to payment. If the facility continues to bill above the acquisition cost, or does not provide copies of requested invoices with the required timeframe then, DOC will no longer allow reimbursement to the facility for implants as a separate reimbursable item.**

**6.3 b. The facility agrees not to charge more for medical services to inmates than the amount normally charged by the facility to other patients for similar services.**

**6.3 c. The facility agrees that DOC utilizes a comprehensive claims editing system to assist in determining which charges for covered services to allow for payment and to assist in determining inappropriate billing and coding. Said system shall rely on CMS and other industry standards in the development of its mutually exclusive, incidental, bundling, age conflict, gender conflict, cosmetic, experimental and procedure editing. DOC shall provide the facility, upon request from facility, detailed information about the processes employed in the claims editing system adopted by DOC.**

Paragraph 6.4 in Section VI of the Facility Contracts as it relates to bundled services is amended in its entirety, as follows, to wit:

**6.4 When processing claims for bundled services, DOC agrees to pay the facility the Allowable Fee based on appropriate billing according to the following:**

**If a facility 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.**

**A list of the CPT/HCPCS codes and the Allowable Fee for each can be found at the DOC website at <https://gateway.sib.ok.gov/DOC/FeeSchedule/Login.aspx>. It is DOC's intent to review and update the fee schedule annually, in accordance with current methodologies. It is DOC's further intent to update the list as necessary when new CPT/HCPCS codes are identified by the AMA or CMS.**

**Bundled services include all physician and anesthesia services.**

Paragraph 6.7 in Section VI of the Facility Contracts as it relates to bundled services is amended in its entirety, as follows, to wit:

**6.7 The facility shall bill DOC on standard and customary forms acceptable to DOC within 120 days of providing the facility services, or receipt of primary payors explanation of benefits, or from discovery that DOC is responsible for payment. The facility shall use the current CPT/HCPCS codes with appropriate modifiers and ICD diagnostic codes, when applicable. The facility shall furnish, upon**

request at no cost, all appropriate medical and billing records, reasonably required by DOC to verify and substantiate the provision of medical services and the charges for such services if the inmate and the facility are requesting reimbursement through DOC. This provision shall not apply in cases involving litigation, multiple payers, or where the inmate has failed to notify the facility that they were an inmate. The facility may bill DOC on alternate forms as approved by DOC.

## **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. Implants must be billed at invoice cost less any rebates and/or discounts received by the ASC. Implants shall be billed using the most descriptive CPT/HCPCS code and DOC will allow up to the net, 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, the 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.**

**Bundled services include all physician and anesthesia services.**

DOC and the frovider/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:**

\_\_\_\_\_  
Legal Name of Owner (typed or printed)

\_\_\_\_\_  
Trade Name/dba (typed or printed)

\_\_\_\_\_  
Mailing Address of Facility:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Name and Title of Authorized Officer or Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR DOC:**

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

\_\_\_\_\_  
Date

Return this page with appropriate signatures to:  
Department of Corrections Attn: Network Management  
3545 NW 58<sup>th</sup> Street, Suite 110  
Oklahoma City, Oklahoma 73112  
Fax to (405) 717-8977  
Email to  
[EGID.DOCNetworkManagement@omes.ok.gov](mailto:EGID.DOCNetworkManagement@omes.ok.gov)