

## **HealthChoice Facility External Dispute Resolution Procedure Rev. 3-27-08**

1. This procedure describes the exclusive method of initiating any disputes related to a Facility's participation in HealthChoice's Network. The submission of a Request for External Dispute Resolution Form to HealthChoice will signify good faith acceptance and agreement with all of the terms herein.
2. The initiation of a dispute shall not require a party to delay or forego taking any action that is otherwise permitted by the Network Contract.
3. HealthChoice has adopted this policy to provide a consistent method for the resolution of disputes with Network Facilities.
4. Facilities who wish to dispute a HealthChoice decision are first required to initiate an informal dispute by telephone or in writing within 90 days from the date of the original Explanation of Benefits (EOB) or other written notification, and if not timely filed, will not be considered, and the matter is deemed finally resolved. HealthChoice will have 30 days after submission to reach a determination.
5. After a determination has been made in an informal dispute, a Facility may submit a Request for External Dispute Resolution if it appears there are extenuating circumstances to be considered. Written Requests must be received no later than 180 days from the date of the original Explanation of Benefits (EOB) or other written notification, and if not timely filed, will not be considered, and the matter is deemed finally resolved.
6. All Requests for External Dispute Resolution must be submitted with a properly completed HealthChoice Request for External Dispute Resolution Form. Forms must be mailed to HealthChoice at the address shown on the Form. Requests involving multiple similar claims must be accompanied by a spread sheet including pertinent information on all claims. Requests submitted with insufficient supporting documentation will be returned.
7. HealthChoice will forward all Requests for External Dispute Resolution to the Reviewing Entity if they are timely filed and properly documented. The Reviewing Entity, unless otherwise mutually agreed by the parties, is:

Oklahoma Foundation for Medical Quality (OFMQ)  
1400 Quail Springs Parkway, Suite 400 Oklahoma City,  
OK 73134-2600 405-840-2891 phone 405-840-3283 fax

8. Upon receipt of the Request for External Dispute Resolution Form, HealthChoice will send an acknowledgement letter within 15 days. If the Request is received within the 180 day filing limit, and with proper documentation, each party will be held solely responsible for referring their own supporting documentation regarding the disputed matter to the Reviewing Entity within a reasonable period of time, but no more than 45 days from the date HealthChoice received the properly documented Request for External Dispute Form from the Facility. If the Reviewing Entity notifies HealthChoice that documentation has not been timely submitted by a Facility, the review will be terminated, and the matter will be considered finally resolved.
9. Facility disputes will be processed without charge by HealthChoice to the Facility. HealthChoice has, and will have, no obligation to reimburse a Facility for any costs or fees incurred, or for any interest that may be claimed to accrue before, during, after, or as a result of the Dispute Resolution process, except as provided at paragraph 10 herein.
10. Fees charged by the Reviewing Entity for External Dispute Resolution will be determined by the Reviewing Entity, and will initially be paid directly to the Reviewing Entity by the requesting Facility. In the event that the original HealthChoice determination is reversed or modified, then HealthChoice will reimburse the Facility for only the External Dispute Resolution fee paid by the Facility to the Reviewing Entity. Payment will be made within 60 days after HealthChoice receives documentation of the charges from the Facility, following notice of the determination rendered by the Reviewing Entity.
11. After the matter has been reviewed, the parties will be notified of the Reviewing Entity's determination and the matter will be deemed finally resolved. If the original HealthChoice determination is reversed or modified, the Facility understands and accepts the possibility that HealthChoice may not be authorized to abide by the decision of the Reviewing Entity if the determination puts HealthChoice in conflict with statutes, administrative rules, court orders, plan provisions, or contracts with other entities, Facilities, and Third Party Administrators.
12. Members cannot be held liable for amounts claimed by a Facility, (over and above normal copayments, coinsurance, or deductibles, or for other known expenses that were fully disclosed and agreed upon in advance,) created or caused by issues that are or were subject to External Dispute Resolution whether or not timely requested by the Facility.
13. HealthChoice will not discriminate or retaliate against any Facility due to participation in the External Dispute Resolution process. All rights and conditions set out in the Network Facility Contract will apply to the parties at all times, regardless of the existence of a Request for External Dispute Resolution between the parties.

14. HealthChoice will prepare and maintain a record, or log, of all Facility External Dispute Resolution Requests received. At a minimum, the log shall include the External Dispute Resolution number; the date of receipt of the External Dispute Resolution Request; the Facility's name and tax identification number; the contact person's name, telephone and fax numbers; patient's name; member's name and identification number; date of service; claim number(s); the circumstances and nature of the dispute; the requested outcome; and the date of the original Explanation of Benefits (EOB) or other written notification.
  
15. Facilities are not permitted to pursue External Dispute Resolution on behalf of a member or dependent. Facilities have agreed by contracting with HealthChoice that the permitted and non-permitted matters subject to this External Dispute Resolution procedure are limited and listed in the HealthChoice Network Facility contract at Section X. Dispute Resolution, paragraph 10.1. Oklahoma law has established a grievance process that is the exclusive remedy available for members and their dependents when disputes arise with HealthChoice. Facilities are not permitted to pursue, initiate, or continue this External Dispute Resolution process when the member or dependent timely exercises or has exercised their legal right to their exclusive grievance process resulting from the same claim or service that gives rise to the dispute specified by the Facility. Facilities are not permitted to represent or provide non-attorney representation to members or dependents in the exclusive grievance process because Oklahoma law limits representation in administrative proceedings only to pro se litigants or attorneys licensed by the State of Oklahoma.