

## **SELECT AMENDMENT**

### **EGID HEALTHCHOICE**

This Select Amendment to the EGID HealthChoice Network Contract is between the Employees Group Insurance Department (EGID) of the Human Capital Management Division of the Office of Management and Enterprise Services, and the EGID HealthChoice Network contracted entity identified by its authorized signature below.

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

#### **NETWORK FACILITY CONTRACT and FIRST AMENDMENT EGID HEALTHCHOICE NETWORK FACILITY CONTRACT LIMITED TO RADIOLOGY AND SLEEP STUDY PROVIDERS**

EGID and the facility incorporate by reference the terms and conditions of the currently effective HealthChoice Network Facility Contract and the First Amendment EGID HealthChoice Network Facility Contract Limited to Radiology and Sleep Study Providers (hereinafter referred to as "Facility Contracts") that are located at [http://www.ok.gov/sib/Providers/Contracts\\_and\\_Applications/index.html](http://www.ok.gov/sib/Providers/Contracts_and_Applications/index.html)

Pursuant to Section 12.5 of the Facility Contracts, this Select Amendment is authorized by mutual written consent of the parties.

Paragraphs 6.2, 6.3, 6.4 and 6.5 in Section VI of the Facility Contracts are of no affect related to bundled services.

The following paragraph 6.4 in Section VI is added to the terms of the Facility Contracts as they relate to bundled services, as follows, towit:

**6.4 EGID agrees to pay the facility for those inpatient and outpatient bundled services identified in Attachment A. For those identified services, EGID agrees to pay the facility the allowable fee set by EGID as indicated in the then current Select Fee Schedule. EGID also agrees to pay the facility for implants subject to the provisions of article 6.4a below.**

**6.4 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. EGID reimburses separately for implants found on the implant list at the 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 the Center for Medicare and Medicaid Services (CMS). A Facility may request a review of an implant for inclusion by providing a written request with supporting documentation to: EGID, Network Management, 3545 NW 58<sup>th</sup> Street, Suite 500, Oklahoma City, Oklahoma 73112. EGID 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. EGID's reimbursement of 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 EGID 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, EGID will accept the appropriate unlisted CPT/HCPCS code with an explanation of each item and the corresponding charge.**
2. **Upon request, EGID requires the actual invoice for the implant billed.**
3. **EGID requires the facility to include a description of implant items on both electronic and paper claims.**
4. **EGID may conduct quarterly retrospective audits of the facility'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 facility has twenty (20) days to submit this information to EGID. During the audit, if EGID finds that the facility is billing more than acquisition costs, the facility will be required to refund any overpayments made by EGID 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, EGID will no longer allow reimbursement to the facility for implants as a separate reimbursable item.**

**6.4 b. If a facility 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 the purposes of reimbursement.**

**6.4 c. A list of the CPT/HCPCS codes and the Allowable Fees for each bundled service can be found on the EGID website at [www.sib.ok.gov/Providers](http://www.sib.ok.gov/Providers). It is EGID's intent to review and update the fee schedule annually, in accordance with current methodologies. It is EGID's further intent to update the list as necessary when new CPT/HCPCS codes are identified by the AMA or CMS.**

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

**6.4 e. For HealthChoice High Deductible Health Plan members and covered dependents, EGID shall reduce its payment to the facility by any deductible owed by the plan member.**

Paragraph 6.10 in Section VI of the Facility Contracts as it relates to bundled services is amended in its entirety, as follows, to wit:

**6.10 The facility shall bill EGID on standard and customary forms acceptable to EGID within 120 days of providing the Facility Services, or receipt of primary payors explanation of benefits, or from discovery that EGID 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 EGID to verify and substantiate the provision of medical services and**

charges for such services if the plan member and the facility are requesting reimbursement through EGID. This provision shall not apply in cases involving litigation, multiple payers, or where the patient has failed to notify the facility they were a plan member. The facility may bill EGID on alternate forms as approved by EGID.

## NETWORK AMBULATORY SURGERY CENTER CONTRACT

EGID and the facility incorporate by reference the terms and conditions of the currently effective HealthChoice Ambulatory Surgery Center (ASC) Network Contract (hereinafter referred to as “ASC Contract”) that is located at [http://www.ok.gov/sib/Providers/Contracts\\_and\\_Applications/index.html](http://www.ok.gov/sib/Providers/Contracts_and_Applications/index.html)

Pursuant to Section 12.5 of the ASC Contract, this Select Amendment is authorized by mutual written consent of the parties.

Paragraphs 6.2, 6.4, 6.5, 6.6, 6.7, 6.12 and 6.13 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 follows, towit:

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

Paragraph 6.10 a. & d. in Section VI of the ASC Contract as it relates to bundled services are amended in their entirety, as follows, towit:

**6.10 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 EGID 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, EGID will accept the appropriate unlisted CPT/HCPCS code with an explanation of each item and the corresponding charge.**

**6.10 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, 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.**

Paragraph 6.11 in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follows, towit:

**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 the purposes of reimbursement.**

Paragraph 6.16 in Section VI of the ASC Contract as it relates to bundled services is amended in its entirety, as follows, to wit:

**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 plan member. The ASC may bill EGID on alternate forms as approved by EGID.**

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

**For HealthChoice High Deductible Health Plan members and covered dependents, EGID shall reduce its payment to the facility by any deductible owed by the plan member.**

## **NETWORK INDEPENDENT DIAGNOSTIC TESTING FACILITY CONTRACT**

EGID and the Independent Diagnostic Testing Facility incorporate by reference the terms and conditions of the currently effective HealthChoice Network Independent Diagnostic Testing Facility Contract (hereinafter referred to as "IDTF Contract") that is located at [http://www.ok.gov/sib/Providers/Contracts\\_and\\_Applications/index.html](http://www.ok.gov/sib/Providers/Contracts_and_Applications/index.html)

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

Paragraph 6.2, in Section VI of the IDTF Contract is of no affect related to bundled services.

Paragraph 6.1 in Section VI of the IDTF Contract as it relates to bundled services is amended in its entirety, as follows, to wit:

**6.1 The IDTF shall seek payment only from the EGID for the provision of medical services except as provided in paragraphs 6.3, 6.4 and 6.9. EGID agrees to pay the IDTF for those bundled services identified in Attachment A. For those identified services, EGID agrees to pay the IDTF the Allowable Fee set by EGID as indicated in the then current Select Fee Schedule.**

**If an IDTF 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 the purposes of reimbursement.**

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

**For HealthChoice High Deductible Health Plan members and covered dependents, EGID shall reduce its payment to the facility by any deductible owed by the plan member.**

EGID and the provider/facility that is identified by its signature below sign this Select Amendment to the HealthChoice 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 EGID:**

\_\_\_\_\_  
Diana O'Neal  
Deputy Administrator  
Employees Group Insurance Dept.

\_\_\_\_\_  
Date

Return this page with appropriate signatures to:

EGID HealthChoice  
Attn: Network Management  
3545 NW 58<sup>th</sup> Street, Suite 110  
Oklahoma City, Oklahoma 73112  
Fax to (405) 717-8977  
Email to  
[EGID.NetworkManagement@omes.ok.gov](mailto:EGID.NetworkManagement@omes.ok.gov)