



OKLAHOMA
Rehabilitation Services

IHO CONTRACT

Revised
July 2024



EMPLOYEES GROUP
INSURANCE DIVISION
NETWORK MANAGEMENT



OKLAHOMA
Employees Group
Insurance Division

2401 N. Lincoln Blvd.
Oklahoma City, OK 73105

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INTENDED USE OF CONTRACT

This Contract is intended for use by:

- Ambulance.
- Ambulatory surgery center.
- Anesthesia group.
- Cath lab.
- Dialysis center.
- Diabetes prevention program organization.
- Durable medical equipment vendor.
- Emergency physician group.
- Federally qualified health center.
- Hearing aid vendor.
- Home health care agency.
- Hospitalist group.
- Independent diagnostic testing facility.
- Infusion therapy center.
- Laboratory.
- Occupational therapy group.
- Pathology group.
- Physical therapy group.
- Radiology group.
- Rural health clinic.
- Sleep study provider.
- Urgent care clinic.

DOC MANAGED HEALTH CARE PROGRAM

The Department of Rehabilitation Services (DRS) Plan is a managed health care program providing comprehensive health and dental benefits to approximately 1,600 Oklahomans with disabilities to help improve their employment opportunities. The DRS Provider Network is administered by the Employees Group Insurance Division (EGID).

DRS requires a physical address and a correspondence email address on the DRS Independent Health Organization Application. The physical address is used for the location where health care services are performed. The physical address will be used for the online provider directory.

REQUIRED ATTACHMENTS

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

- Current state license(s), if applicable.
- Current CMS certification letter, if applicable.
- Current accreditation(s), if applicable.
- Face sheet of current liability insurance policy.
 - Insurance certificate must have the name of the IHO listed as the insured.
 - Insurance limits must be at the levels required in this Contract and must indicate clearly the coverage type(s) stated in this Contract.
- W-9 form for each federal tax ID number used to file claims.

TERMS AND CONDITIONS

This Independent Health Organization Contract is between the Department of Rehabilitation Services, (hereinafter, DRS) and the Independent Health Organization (hereinafter, the IHO) who agrees to the terms of this agreement (hereinafter, this Contract) by signing the appropriate Contract signature page. The designation of “IHO” in this agreement refers to the organization that signs this agreement.

It is hereby agreed between DRS and the IHO named on this Contract signature page, that the IHO shall be a provider in the DRS network of providers.

This Contract is entered into for the purpose of defining the conditions for reimbursement by DRS to the IHO. It in no way is meant to impact the IHO’s decision as to what it considers appropriate Medical or Dental treatment.

I. RECITALS

1. The Department of Rehabilitation Services, (hereinafter DRS), is a statutory body created by 74 O.S. § 166.1, et seq. to administer and manage a certain program of Medical care for persons eligible for public assistance.
2. The IHO shall be duly licensed by the state, when applicable, comply with all applicable federal, state and local laws concerning the IHO, satisfy any credentialing criteria established by DRS and meet the following specific credentialing criteria, as applicable:
 - a. A laboratory shall be qualified and duly certified by the Clinical Laboratory Improvement Act of 1988 (CLIA) and certified to participate in the CMS program under Title XVIII of the Social Security Act.
 - b. An independent diagnostic testing facility (IDTF), infusion therapy provider, or ambulatory surgery center (ASC) shall be qualified and duly certified to participate in the CMS program under Title XVIII of the Social Security Act or accredited by a nationally recognized accreditation organization that is approved by state or federal guidelines.
 - c. A durable medical equipment vendor shall possess a current CMS Supplier Number.
 - d. A diabetes prevention program organization(s) shall be fully recognized by the Centers for Disease Control and Prevention as a diabetes prevention program organization.
 - e. A hearing aid equipment vendor shall consist of staff that includes hearing aid dealers and fitters who are duly licensed by the state of practice.
 - f. The practitioners that comprise a pathology, radiology, anesthesia, emergency, hospitalist, or urgent care group are duly licensed by the state of practice.
3. The intent of this Contract is to provide access to enhanced quality Medical and Dental Services, utilizing managed care components, at an affordable, competitive cost to DRS and its Beneficiaries.
4. Failure to abide by any of this Contract’s provisions may result in termination of this Contract.

In consideration of the mutual covenants, promises and other good and valuable consideration, DRS and the IHO agree as follows:

II. DEFINITIONS

1. **“ADA”** means the American Dental Association.
2. **“Allowable Fee”** means the maximum fee payable to an IHO for a specific procedure in accordance with the provisions in Article VI of this Contract.
3. **“Beneficiary”** means all persons eligible for benefits provided by DRS as determined by established criteria.
4. **“CMS”** means the Centers for Medicare & Medicaid Services.
5. **“Concurrent Review”** means a function performed by DRS that determines and updates continued Medically Necessary inpatient hospitalization.
6. **“Covered Services”** means Medically Necessary services delivered by an IHO pursuant to this Contract and for which a Beneficiary is entitled to receive coverage by the terms and conditions of DRS.
7. **“CPT”** means Current Procedural Terminology.
8. **“Credentialing Plan”** means a general guide and process for the acceptance, cooperation and termination of participating Facilities, Independent Health Organizations and Practitioners.
9. **“Dental”** means belonging to the study and practice of dentistry or a dental specialty for the prevention, alleviation or management of an adverse dental condition.
10. **“Dental Services”** mean the professional services provided by an oral/maxillofacial surgeon or dentist and covered by DRS.
11. **“DSM”** means Diagnostic and Statistical Manual of Mental Disorders.
12. **“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) of the Social Security Act (42 U.S.C. 1395dd(e)(1)).
13. **“HCPCS”** means Healthcare Common Procedure Coding System.
14. **“ICD”** means International Classification of Diseases.
15. **“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.
16. **“Medically Necessary”** means services or supplies that, under the provisions of this Contract, are determined to be:
 - a. Appropriate and necessary for the symptoms, diagnosis or treatment of the Medical or Dental condition.
 - b. Provided for the diagnosis and treatment of the Medical or Dental condition.

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- c. Within standards of acceptable, prudent Medical or Dental practice within the community.
 - d. Not primarily for the convenience of the Beneficiary, the Beneficiary's IHO or another Provider.
 - e. Any condition which, if left untreated, could deteriorate into a life-threatening situation.
 - f. The most appropriate supply or level of service that can safely be provided.
 - g. For hospital stays, this means that the inpatient acute care is necessary due to the kind of services the Beneficiary is receiving or the severity of the Beneficiary's condition, and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.
 - h. The fact that services or supplies are Medically Necessary does not, in itself, assure that the services or supplies are covered by DRS.
 - i. Performed in the most appropriate place of service.
17. **"Medical Services"** mean the services provided by a Network IHO and covered by Prior Authorization by DRS unless detailed below.
- a. For ambulance providers, **"Medical Services"** mean a service in which the patient's condition requires medical transportation where the use of specialized medical skill or equipment is Medically Necessary and crucial to the safe transportation of the patient. An urgent transport requires prompt, but not necessarily immediate attention. An emergency transportation requires immediate attention due to the life or limb threatening condition of the patient.
 - b. For ambulatory surgery centers, **"Medical Services"** mean an outpatient service or surgical procedure which is Medically Necessary for treatment rendered by an ASC to a Beneficiary, 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.
18. **"Network Independent Health Organization"** means an organization, as defined by DRS, which has entered into this Contract with DRS to accept scheduled reimbursement for covered Medical or Dental Services provided to Beneficiaries.
19. **"Network Provider"** means a Practitioner who or Facility that is duly licensed under the laws of the state in which the "Network Provider" operates, satisfies additional credentialing criteria as established by DRS, and has entered into a contract with DRS to accept scheduled reimbursement for Prior Authorized Medical or Dental Services provided to Beneficiaries.
20. **"Prior Authorization"** means a function performed by DRS to assess the Medical or Dental Services available to the Beneficiary and authorize appropriate services as defined in Article VII of this Contract, prior to services being rendered or receipt of supplies or equipment.
21. **"Pre-Determination"** means the itemization of proposed services and the expected charges prior to treatment.

III. RELATIONSHIP BETWEEN DRS AND THE IHO

1. DRS has negotiated and entered into this Contract with the IHO on behalf of the individuals who are Beneficiaries of DRS. The IHO is an independent contractor who 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 DRS in the performance of the provisions of this Contract. Nothing in this Contract shall be construed or be deemed to create a relationship contrary to that of the independent contractor for the purposes of this Contract.
2. 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 Beneficiary or a Network Provider other than the IHO named in this Contract.

IV. IHO SERVICES AND RESPONSIBILITIES

1. For the purpose of reimbursement, the IHO shall provide services to Beneficiaries that are deemed appropriate and Prior Authorized under the established benefits of DRS.
2. The IHO agrees to provide quality, Medically Necessary Medical or Dental Services to Beneficiaries in a cost-efficient manner and, if necessary, at the direction and under the supervision of a licensed physician and within the scope of the physician's routine services. Nothing in this Contract shall be construed to require the IHO to perform any procedure or course of treatment which the IHO deems professionally unacceptable or is contrary to the IHO's policy. The IHO shall provide Medical and Dental Services to Beneficiaries in the same manner and quality as those services are provided to all other patients of the IHO.
3. The IHO shall maintain all licenses and certifications required by law and regulations and as deemed required under the terms of this Contract.
4. The IHO shall accurately complete a DRS Independent Health Organization Application which is incorporated here by reference. The IHO shall notify DRS Network Management of any change in the information contained in the application at least 15 business days prior to such change. Such changes include addresses, tax identification number and contact information.
5. The IHO agrees to submit billing data and records of treatment in the manner and form prescribed by DRS. The Beneficiary's medical case records will be available during regular working hours to authorized representatives of DRS and copies thereof will be furnished by the IHO when requested by an authorized representative of DRS. The IHO agrees to retain one copy of the billing data and records of treatment and all other records upon which a claim is based, in its file for a period of seven years.
6. It is understood that any person seeking Medical or Dental Services has the right to make application for payment on his or her behalf by DRS for compensable services provided by the IHO. The IHO or IHO's office staff agrees to assist the patient in making application for such care and services.
7. Authorized representatives of DRS shall have the right to make physical inspections of the IHO's office and to examine such records as they relate to financial statements submitted under this Contract or to payments claimed by the IHO under this Contract; and to conduct

audits of the financial records of the IHO, at any time, as provided by 56 O.S., §222 and the Code of Federal Regulations, Title 42, § 431.107.

8. The IHO agrees that all information provided is true, accurate and complete. The IHO understands that payment and satisfaction of all claims will be from federal and state funds, and that any false claims, statements or documents, or concealment of a material fact may subject the IHO to prosecution under applicable federal and state laws. The IHO further agrees that work, services, or materials shown by any invoice or claim have been completed or supplied in accordance with the plans, specifications, order or requests furnished. The IHO further agrees that it has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly to any elected official, officer or employee of the State of Oklahoma of money or any other thing of value to obtain payment.
9. The IHO agrees to disclose to DRS, prior to approval or renewal of this Contract, the name of any person who has an ownership or controls an interest in, or is an agent or managing employee of the Facility who has been convicted of a criminal offense related to such person's involvement in any program under Titles V, XVIII, XIX, or XX of the Social Security Act since inception of these programs.
10. The IHO shall disclose ownership and control interests at the time of entering into this Contract on the required Federal reporting form and at other times that DRS or the Secretary of Health and Human Services may require and, in a form, designated by DRS.
11. The IHO agrees to submit, within 35 days of the date on a request by DRS full and complete information about:
 - a. The ownership of any subcontractor with whom the IHO has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
 - b. Any significant business transactions between the IHO and any wholly owned supplier, or between the IHO and subcontractor, during the five-year period ending on the date of the request.
12. The IHO agrees and understands that payment cannot be made by DRS to Network Providers providing Medical or Dental Services under federally assisted programs unless the Medical or Dental Services are provided without discrimination on the grounds of race, color, national origin, disability or unless program enabling legislation permits on the basis of age. This assures DRS is in compliance with Title 34, Code of Federal Regulations, § 76.500. These laws and regulations prohibit excluding from participation in, denying the benefits of, or subjecting to discrimination, under any program or activity receiving Federal Financial Assistance, any person on the grounds of race, color, national origin, any qualified person on the basis of disability or without distinctions made on the basis of age except as legislatively permitted or required. Written complaints of non-compliance with either law should be made to the Director of Department of Rehabilitation Services, 3535 NW 58th St., Ste. 500, Oklahoma City, Oklahoma 73112.
13. The IHO shall reimburse DRS for any overpayments made to the IHO within 90 days of the IHO's receipt of the written overpayment notification or shall respond with detail within said time if the IHO disputes the request for additional payment.

- a. DRS shall provide the IHO individual letters of retraction for each Beneficiary 90 days prior to the retraction being made.
- b. As an exception, DRS will immediately deduct overpayments due to resubmission of a corrected claim, or if information is received for a claim pending additional information that subsequently impacts a paid claim or a mutually agreed upon audit adjustment.
- c. DRS shall be entitled to additional payment if, within two years from the date of payment, DRS notifies the IHO, in writing, of the overpayment.
- d. If the IHO disputes the request for additional payment, the parties shall work cooperatively and in good faith to resolve the payment issue on an informal basis within 60 days of the first notification of the overpayment.

14. The IHO shall submit to a Beneficiary record audit upon three business days advance notice.

V. DRS SERVICES AND RESPONSIBILITIES

1. DRS agrees to pay the IHO compensation pursuant to the provisions of Article VI.
2. DRS agrees to continue listing the IHO as a Network Provider until this Contract terminates.
3. DRS agrees to provide appropriate documentation to Beneficiaries for the verification of Prior Authorization and to establish the provision of appropriate Medical or Dental Services.
4. DRS acknowledges the confidentiality, privacy and security regulations pertaining to a Beneficiary's Medical or Dental records and to comply with all applicable laws and regulations.
5. DRS shall maintain a Pre-Determination, Prior Authorization and Concurrent Review program.

VI. COMPENSATION AND BILLING

1. The IHO shall seek payment only from DRS for the provision of Covered Medical or Dental Services except as provided in section VI (2), VI (3) and VI (5). The payment from DRS shall be limited to the amounts referred to in section VI (2).
2. DRS shall reimburse the Allowable Fee set by DRS for each procedure, the IHO's designated per diem value or the IHO's billed charge, whichever is less. This reimbursement shall be allowed when the Beneficiary has received Covered Medically Necessary Services subject to the following policy limitation and conditions:
 - a. DRS shall have the right to categorize what shall constitute a procedure. DRS and the Beneficiary's financial liability shall be limited to the procedure's Allowable Fee or billed charges, whichever is less, as determined by DRS, paid by applying appropriate coding methodology, whether the IHO has billed appropriately or not. Per Diem rates do not include any professional component fees which are considered for payment according to separately billed CPT or HCPCS codes.

- ## VII. PRE-DETERMINATION, PRIOR AUTHORIZATION AND CONCURRENT REVIEW

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VIII. LIABILITY AND INSURANCE

1. Neither party to this Contract, nor any agent, employee or other representative of a party, shall be liable to third parties for any negligent act by commission or omission of the other party in performance of this Contract and the terms and provisions herein.
2. The IHO, at its sole expense, shall maintain a minimum of \$1 million per occurrence and \$1 million aggregate of general and medical liability insurance coverage. DRS shall be notified 30 days prior to cancellation. If coverage is lost or reduced below specified limits, this Contract may be cancelled by DRS. Exceptions to this liability coverage are listed below:
 - a. A wig/scalp prosthesis vendor, at its sole expense, shall maintain a minimum of \$100,000 per occurrence of insurance coverage for general liability insurance coverage.
 - b. A hearing aid vendor, at his/her sole expense, shall maintain a minimum of \$100,000 per occurrence of insurance coverage for general liability insurance coverage.
 - c. A diabetes prevention program organization, at its sole expense, shall maintain a minimum of \$300,000 per occurrence of general liability insurance coverage.
3. If applicable the IHO, in lieu of the general and medical liability insurance requirements set out in section VIII (2), may prove that as a federally supported health center, as deemed eligible by the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, it has been granted medical malpractice liability protection with the federal government acting as its primary insurer through the Federal Tort Claims Act and the Federally Supported Health Centers Assistance Act of 1992 and 1995, later codified as 42 U.S.C. Sections 233 (g) – (n).
4. If applicable the IHO, in lieu of the general and medical liability insurance requirements set out in section VIII (2), may prove that it has been granted medical malpractice liability protection with the State of Oklahoma or a political subdivision acting as its primary insurer through the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et seq.
5. If providing Medical or Dental Services outside of the State of Oklahoma, and if applicable, the IHO, in lieu of the general and medical liability insurance requirements set out in section VIII (2), may prove that it has been granted medical malpractice liability protection with a governmental entity outside of the State of Oklahoma acting as its primary insurer through said governmental entity's statutes, rules or regulations.

IX. DISPUTE RESOLUTION

1. DRS and the IHO 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 article shall interfere with either party's rights under Article X.

X. TERM AND TERMINATION

1. The term of this Contract shall commence on the effective date on the signature page and shall remain in effect until terminated by either party subject to section X (2).
2. Either party may terminate this Contract with or without cause, upon giving 30 days written notice pursuant to section X (5) at any time during the term of this Contract.
3. Nothing in this Contract shall be construed to limit either party's remedies at law or in a court of equity in the event of a material breach of this Contract.
4. This Contract shall terminate if the IHO does not maintain general and medical liability coverage in accordance with this Contract, upon the loss or suspension of the IHO's license to operate in the state of operation, CMS certification, or accreditation, CLIA certification, or the loss or suspension of a license to practice medicine in the state of practice for any of the principle or operating physicians that comprise the IHO as detailed in section I (2). This Contract shall terminate upon the insolvency of either party.
5. The termination notice required by the terms of this Contract shall be provided via email communications to EGID.DRSNetworkManagement@omes.ok.gov. A confirmation notice to the IHO shall be emailed or mailed to the mailing address on record. The termination shall be effective on the date indicated on the confirmation.
6. Following the termination date, this Contract shall be of no further force or effect, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to the termination date of this Contract.
7. Following the termination of this Contract, DRS shall continue to have access, at no cost to DRS, to the IHO's records of care and services provided to Beneficiaries for seven years from the date of provision of the services to which the records refer as set forth in section VI.

XI. GENERAL PROVISIONS

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.
2. The primary method by which the IHO shall receive notifications mandated by the terms of this Contract is the *HealthChoice Provider Network News*. The newsletter shall be distributed electronically to the IHO's correspondence email address.
3. Notwithstanding the provisions of section XI (1) of this Contract, DRS may appoint an administrator to administer any of the terms of this Contract referenced herein, and any and all duties or acts required of DRS under this Contract and to receive any notices required by this Contract.
4. This Contract, together with its exhibits, contains the entire agreement between DRS and the IHO relating to the rights granted and the obligations assumed by the parties concerning the provision of Medical or Dental Services to Beneficiaries. 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.

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5. This Contract, or any part, section or exhibit of, or attached to it, may be amended at any time during the term of the Contract by mutual written consent of duly authorized representatives of the DRS and the IHO in accordance with section X (2).
6. This Contract is subject to all applicable federal laws, Oklahoma Statutes and rules and regulations codified at the Oklahoma Administrative Code. Any provision of this Contract that 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 federal and State of Oklahoma laws.
7. The terms and provisions of this Contract shall be deemed to be severable one from the other, and the determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this entire Contract, or any one provision, in accordance with the intent and purpose of the parties hereto.
8. In accordance with Presidential Executive Order 12549, the IHO certifies that neither it nor their principals are presently debarred or suspended or otherwise ineligible for participation in federal assistance programs.
9. The IHO certifies that neither it, nor its principals, are presently debarred or suspended or otherwise ineligible according to the Excluded Parties List System (EPLS)/Office of Inspector General (OIG) excluded provider list.
10. DRS and the IHO organization agree that this Contract may be formed according to the Oklahoma Uniform Electronic Transactions Act, 12A O.S. § 15-101 et seq. The IHO acknowledges that the Contract terms are located on the DRS website and after downloading this Contract and submitting the completed application, signing and returning the signature page to DRS, DRS will note its approval on the signature page and return to the IHO. The Contract terms, application, signature page and any required information submitted by the IHO are records that may be stored as DRS electronic records under the Act. The parties agree and consent to the use of electronic signatures solely for the purposes of executing the Agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.
11. Pursuant to 74 O.S. § 582, the provider certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.
12. Pursuant to 74 O.S. § 12005, the provider certifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

INDEPENDENT HEALTH ORGANIZATION CONTRACT SIGNATURE PAGE

DRS and the IHO incorporate by reference the terms and conditions of this Contract into this signature page. DRS and the IHO further agree that the effective date of this Contract is the effective date denoted on the copy of the executed signature page returned to the IHO.

FOR THE IHO

Legal name	Trade name/DBA		
Federal tax ID	Primary NPI (attach list if necessary)		
Authorized officer name and title	Authorized officer signature		
Primary service street address	City	State	ZIP code

FOR DRS

Signature of executive administrator

RETURN TO EGID BY EMAIL

Email: EGID.DRSNetworkManagement@omes.ok.gov

Include signature page, application and attachments.

NETWORK IHO APPLICATION

Incomplete applications will be returned. Complete and return with all required documents listed below.

GENERAL INFORMATION

Legal name of owner	Trade name/DBA	
CMS classification	Medicare number (if applicable)	
State licensing board	License number	License expiration

PHYSICAL ADDRESS

Practice name			
Street address	City	State	ZIP code
Phone	Website (for publication)		
Fax	Practice email (for publication)		

Address, phone, website and email will appear on the website provider directory.

CONTACT INFORMATION

Contact name		
Phone	Extension	Email

Contact information will be utilized for all legal and contractual notices as defined in sections 12.2 of the Practitioner contract and 11.1 of the IHO and facility contracts. A contact email address must be included. All notices will be sent electronically.

FACILITY CONTACTS

CEO	Phone	Email
CFO	Phone	Email
Administrator	Phone	Email
Contract/managed care contact	Phone	Email

RETURN TO EGID BY EMAIL

Email: EGID.DRSNetworkManagement@omes.ok.gov

Include the following documents:

- Current state license(s).
- Completed W-9 form for each TIN.
- Medicare certification.
- Face sheet of current general and medical liability insurance policy.
- Accreditation by a nationally recognized organization approved by state or federal guidelines.

ADDITIONAL INFORMATION (if applicable)

Please indicate if the company provides any of the following:

- ☐ Breast pumps and supplies.
- ☐ Hearing aids.
- ☐ Ostomy supplies.

- ☐ Positive airway pressure devices and supplies.
- ☐ Wigs and supplies.