



OKLAHOMA  
Corrections

# IHO CONTRACT

Revised October  
2023



EMPLOYEES GROUP  
INSURANCE DIVISION  
NETWORK MANAGEMENT



OKLAHOMA  
Office of Management  
& Enterprise Services

2401 N. Lincoln Blvd.  
Oklahoma City, OK 73105

## CONTENTS

INTENDED USE OF CONTRACT .....	3
DOC MANAGED HEALTH CARE PROGRAM .....	4
REQUIRED ATTACHMENTS.....	4
TERMS AND CONDITIONS .....	5
I.    RECITALS .....	5
II.   DEFINITIONS.....	6
III.  RELATIONSHIP BETWEEN DOC AND THE IHO.....	8
IV.  IHO SERVICES AND RESPONSIBILITIES .....	8
V.   DOC SERVICES AND RESPONSIBILITIES .....	9
VI.  COMPENSATION AND BILLING.....	9
VII. LIABILITY AND INSURANCE .....	11
VIII. MARKETING, ADVERTISING AND PUBLICITY.....	12
IX.  DISPUTE RESOLUTION.....	12
X.   TERM AND TERMINATION .....	12
XI.  GENERAL PROVISIONS .....	13
INDEPENDENT HEALTH ORGANIZATION CONTRACT SIGNATURE PAGE .....	15
NETWORK IHO APPLICATION .....	16

## INTENDED USE OF CONTRACT

This Contract is intended for use by:

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

## DOC MANAGED HEALTH CARE PROGRAM

The Department of Corrections (DOC) Plan is a managed health care program providing comprehensive health and dental benefits to approximately 20,000 Inmates who have been sentenced to a term of incarceration with the Oklahoma DOC. The DOC Provider Network is administered by the Office of Management and Enterprise Services Employees Group Insurance Division (EGID).

DOC requires a physical address and a correspondence email address on the DOC 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(s) license(s), if applicable.
- Current CMS certification letter, if applicable.
- Current accreditations, 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 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 Oklahoma Department of Corrections (hereinafter, DOC) 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 DOC and the IHO named on this Contract signature page, that the IHO shall be a provider in the DOC network of providers.

This Contract is entered into for the purpose of defining the conditions for reimbursement by DOC 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 Corrections, (hereinafter DOC) is a statutory body created by 57 O.S. 1989, § 505 et seq. to administer and manage the incarceration of persons who have committed felony crimes or are otherwise subjected to criminal sanctions within the State of Oklahoma.
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 DOC 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 DOC for the benefit of the Inmates under its care, custody and control.

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, DOC and the IHO agree as follows:

## II. DEFINITIONS

1. **"ADA"** means the American Dental Association.
2. **"Allowable Fee"** means the maximum fee payable to the IHO for a specific procedure in accordance with the provisions in Article VI of this Contract.
3. **"CMS"** means the Centers for Medicare & Medicaid Services.
4. **"Covered Services"** means Medically Necessary services delivered by an IHO pursuant to this Contract and for which an Inmate is entitled to receive coverage by the terms and conditions of DOC.
5. **"CPT"** means Current Procedural Terminology.
6. **"Credentialing Plan"** means a general guide and process for the acceptance, cooperation and termination of participating Facilities, Independent Health Organizations and Practitioners.
7. **"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.
8. **"Dental Services"** mean the professional services provided by an oral/maxillofacial surgeon or dentist and covered by DOC.
9. **"DSM"** means Diagnostic and Statistical Manual of Mental Disorders.
10. **"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)).
11. **"HCPCS"** means Healthcare Common Procedure Coding System.
12. **"ICD"** means International Classification of Diseases.
13. **"Inmate"** means a person who has been sentenced to a term of incarceration with DOC or an offender for whom Oklahoma law requires DOC provide Medical and Dental Services.
14. **"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.
15. **"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.

## Independent Health Organization Contract

- b. Provided for the diagnosis and treatment of the Medical or Dental condition.
  - c. Within standards of acceptable, prudent Medical or Dental practice within the community.
  - d. Not primarily for the convenience of the Inmate, the Inmate's Independent Health Organization or another provider.
  - e. Any condition which, if left untreated, could deteriorate into a life-threatening situation.
  - f. The most appropriate supply, place of service 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 Inmate is receiving or the severity of the Inmate'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 DOC.
  - i. Performed in the most appropriate place of service.
- 16. "Medical Services"** mean the services provided by a Network IHO and covered by DOC.
- 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 are Medically Necessary for treatment rendered by an ASC to an Inmate, 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.
- 17. "Network Independent Health Organization"** means an organization, as defined by DOC, which has entered into this Contract with DOC to accept scheduled reimbursement for covered Medical or Dental Services and supplies provided to Inmates.
- 18. "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 DOC, and has entered into a contract with DOC to accept scheduled reimbursement for Covered Medical or Dental Services and supplies provided to Inmates.

### III. RELATIONSHIP BETWEEN DOC AND THE IHO

1. DOC and the IHO agree that all of the parties hereto shall respect and observe the IHO/patient relationship that will be established and maintained by the IHO. The IHO may choose not to establish an IHO/patient relationship if the IHO would have otherwise made the decision not to establish an IHO/patient relationship had the patient not been an Inmate. The IHO reserves the right to refuse to furnish services to an Inmate in the same manner as it would any other patient; however, the IHO cannot refuse to furnish services to an Inmate based on the individual's status as an Inmate.
2. DOC has negotiated and entered into this Contract with the IHO on behalf of the individuals who are Inmates under the care, custody and control of DOC. 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 DOC 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.
3. 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, an Inmate 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 an Inmate that are Medically Necessary and covered by DOC.
2. The IHO agrees to provide quality, Medically Necessary Medical or Dental Services to Inmates 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 medical staff of the IHO to perform any procedure or course of treatment which the staff deems professionally unacceptable or is contrary to the IHO's policy. The IHO shall provide Medical or Dental services to Inmates in the same manner and quality as those services are provided to all other patients of the IHO.
3. The IHO agrees to make reasonable effort to refer Inmates to Network Providers, with whom DOC contracts, for Medically Necessary services that the IHO cannot or chooses not to provide. Failure of the IHO to make reasonable effort to use Network Providers will result in a review pursuant to the Credentialing Plan.
4. The IHO shall maintain all licenses and certifications required by law and regulations as deemed required under the terms of this Contract.
5. The IHO shall accurately complete a DOC Independent Health Organization Application which is incorporated here by reference. The IHO shall notify DOC 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.



## Independent Health Organization Contract

6. The IHO shall furnish, at no cost to DOC, any Medical or Dental records covering any services, for any Inmate, with the understanding that each Inmate has authorized such disclosure.
7. The IHO shall reimburse DOC for any overpayments made to the IHO within 90 days of the IHO's receipt of written overpayment notification or shall respond with detail within said time if the IHO disputes the request for additional payment.
  - a. DOC shall provide the IHO individual letters of retraction for each Inmate 90 days prior to the retraction being made.
  - b. As an exception, DOC 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. DOC shall be entitled to additional payment if, within two years from the date of payment, DOC 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.
8. The IHO shall submit to an Inmate record audit upon three business days advance notice.

## V. DOC SERVICES AND RESPONSIBILITIES

1. DOC agrees to pay the IHO compensation pursuant to the provisions of Article VI.
2. DOC agrees to continue listing the IHO as a Network Provider until this Contract terminates.
3. DOC acknowledges the confidentiality, privacy and security regulations pertaining to an Inmates' Medical or Dental records and to comply with all applicable laws and regulations.

## VI. COMPENSATION AND BILLING

1. The IHO shall only seek payment from DOC for the provision of Covered Medical or Dental Services. The IHO agrees to accept the amount of the Allowable Fee or billed charges, whichever is less, for Covered Services as payment in full. The payment from DOC shall be limited to the amounts referred to in section VI (2) and VI (8).
2. DOC shall reimburse the Allowable Fee set by DOC for each procedure or the IHO's billed charge, whichever is less. This reimbursement shall be allowed when the Inmate has received Covered Medically Necessary Services subject to the following policy limitation and conditions:
  - a. DOC shall have the right to categorize what shall constitute a procedure. DOC's financial liability shall be limited to the procedure's Allowable Fee or billed charge, whichever is less, as determined by DOC, paid by applying appropriate coding methodology, whether the IHO has billed appropriately or not.



code available for a certain implant, DOC will accept the appropriate unlisted CPT or HCPCS code with an explanation of each item and the corresponding charge.

- b.** Upon request, DOC requires the actual invoice for the implant billed.
- c.** DOC may conduct quarterly retrospective audits of the IHO's charges for implants.
- d.** 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 IHO has 30 days to submit this information to DOC. During the audit, if DOC finds that the IHO is billing more than acquisition costs, plus 10%, the IHO will be required to refund any overpayments made by DOC to the IHO and to provide copies of invoices for all subsequent claims submitted prior to payment. If the IHO 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 IHO for implants as a separate reimbursable item.

## VII. 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. DOC shall be notified 30 days prior to cancellation. If coverage is lost or reduced below specified limits, this Contract may be cancelled by DOC. Exceptions to this liability coverage requirement 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 its sole expense, shall maintain a minimum of \$300,000 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 VII (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 VII (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 VII (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.

## VIII. MARKETING, ADVERTISING AND PUBLICITY

1. DOC shall have the right to use the name, office address, telephone number, website address and specialty of the IHO for purposes of informing DOC liaisons at each Inmate Facility of the identity of the Network Providers.
2. The IHO, upon prior approval of DOC, shall have the right to publicize the IHO's status in DOC's network of providers.

## IX. DISPUTE RESOLUTION

1. DOC 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.DOCNetworkManagement@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, DOC shall continue to have access, at no cost to DOC, to the IHO's records of care and services provided to Inmates for seven years from the date of provision of the services to which the records refer as set forth in Article 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 Newsletter*. The newsletter shall be distributed electronically to the Practitioner's correspondence email address.
3. It is agreed by the parties that no changes to this Contract, which include coverages, fee schedules or reimbursement methodologies, shall be made with less than 60 days' notice to all affected parties, except revisions to injectable medications, in which case DOC shall implement the revisions as soon as possible with proper and timely notification to the IHO.
4. Notwithstanding the provisions of section XI (1) of this Contract, DOC may appoint an administrator to administer any of the terms of this Contract referenced herein, and any and all duties or acts required of DOC under this Contract and to receive any notices required by this Contract.
5. This Contract, together with its exhibits, contains the entire agreement between DOC and the IHO relating to the rights granted and the obligations assumed by the parties concerning the provision of Medical and Dental Services to Inmates. 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.
6. 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 DOC and the IHO in accordance with section XI (2).
7. This Contract is subject to all applicable 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 the laws of the State of Oklahoma.
8. 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 of them, in accordance with the intent and purpose of the parties hereto.

## Independent Health Organization Contract

- 9.** The IHO certifies that neither it, nor their principals, are presently debarred or suspended or otherwise ineligible according to the Excluded Parties List System (EPLS)/Office of Inspector General (OIG) excluded provider lists.
- 10.** DOC and the IHO 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 DOC website and after downloading this Contract, and submitting the completed application, signing and returning the signature page to DOC, DOC 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 DOC 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.** The DOC fee schedules are deemed confidential pursuant to Oklahoma Statutes and should not be disseminated, distributed or copied to persons not authorized to receive the information.
- 12.** 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.
- 13.** 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

DOC and the IHO incorporate by reference the terms and conditions of this Contract into this signature page. DOC 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 DOC

Signature of director or chief medical officer

### RETURN TO EGID BY EMAIL

**Email:** [EGID.NetworkManagement@omes.ok.gov](mailto:EGID.NetworkManagement@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.NetworkManagement@omes.ok.gov](mailto:EGID.NetworkManagement@omes.ok.gov)

**Include the following documents:**

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

### ADDITIONAL INFORMATION (if applicable)

Please indicate if the company provides any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Breast pumps and supplies.<br><input type="checkbox"/> Hearing aids.<br><input type="checkbox"/> Ostomy supplies. | <input type="checkbox"/> Positive airway pressure devices and supplies.<br><input type="checkbox"/> Wigs and supplies. |
|--|--|