

State of Oklahoma
Department of Corrections

Network Provider

Laboratory

Contract

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APPENDIX:

SIGNATURE PAGE
CONTRACT

THE STATE OF OKLAHOMA

DEPARTMENT OF CORRECTIONS

Network Provider Laboratory Contract

It is hereby agreed between the Oklahoma Department of Corrections and the Laboratory named on the signature page, that the Laboratory shall be a provider in the Oklahoma Department of Corrections' Network of Providers.

This Contract is entered into for the purpose of defining the conditions for reimbursement by the Oklahoma Department of Corrections to the Laboratory. It in no way is meant to impact on the Laboratory's decision as to what is considered appropriate medical treatment.

I. RECITALS

- 1.1 The Oklahoma Department of Corrections (hereinafter, the DOC) is a statutory body created by 57 O.S., § 505 et seq., as amended, to administer and manage the incarceration of persons who have committed criminal offences or are otherwise subjected to criminal sanctions within the State of Oklahoma.
- 1.2 The Laboratory shall be qualified and duly certified by the Clinical Laboratory Improvement Act of 1988 (CLIA) and certified to participate in the Medicare program under Title XVII of the Social Security Act, and shall comply with all applicable federal, state and local laws regulating such a laboratory providing clinical laboratory health services and satisfies additional credentialing criteria as established by DOC.
- 1.3 The intent of this Contract is to provide access to enhanced quality health care, utilizing managed care components at an affordable, competitive cost to the DOC.
- 1.4 Failure to abide by any of the following provisions may result in non-renewal of the Contract or may be cause for termination.

II. DEFINITIONS

- 2.1 "Allowable Fee" means the maximum charge payable to a Laboratory for a specific procedure in accordance with the provisions in Article VI of this Contract.
- 2.2 "Emergency" means a sudden onset of a medical or mental condition displaying acute symptoms that are so severe that the absence of immediate medical attention could reasonably result in:
 - a) permanently placing the patient's health in jeopardy; or
 - b) causing other serious medical consequences; or
 - c) causing serious impairment to bodily functions; or
 - d) causing serious and permanent dysfunction of any body organ or part.
- 2.3 "Laboratory Services" means those laboratory services that are covered by DOC..

- 2.4 "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.
- 2.5 "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 condition, and
 - b) provided for the diagnosis and treatment of the medical condition, and
 - c) within standards of acceptable, prudent medical practice within the community, and
 - d) not primarily for the convenience of the Inmate, the Inmates's Laboratory or another provider, and
 - e) any condition which, if left untreated, could deteriorate into a life threatening situation, and
 - f) the most appropriate supply or level of service that can safely be provided. In the event of an inpatient stay, acute care is necessary due to the types 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.
- 2.6 "Medical Services" means the professional services provided by a Network Laboratory and covered by the DOC's Plan.
- 2.7 "Inmates" means all persons within the DOC's custody for whom the DOC is required to furnish medical care and services.
- 2.8 "Network Laboratory" means a certified Laboratory that has entered into this Contract with the DOC to accept scheduled reimbursement for covered medical services provided to Inmates.
- 2.9 "Network Physician" means a licensed practitioner of the healing arts who has entered into a Contract with the DOC to accept scheduled reimbursement for covered medical services provided to Inmates.
- 2.11 "Prior Authorization" means a function performed by the DOC, or its designee, to review for medical necessity in identified areas of practice as defined at 7.11 of this Contract, prior to services being rendered.
- 2.16 "Referral Process" means a process by which the DOC handles the authorization, scheduling, tracking and monitoring of all medical service appointments outside the DOC. The process begins with the appropriate DOC provider diagnosing the patient with a condition that requires treatment not available within the DOC's Medical Services Division. The DOC's provider forwards the referral to the DOC's regional physician to obtain approval for the patient to access a Laboratory outside of the prison and/or county jail. The regional physician approves or denies the outside referral by checking the appropriate box on the referral form. The DOC's provider contacts the outside provider and the appointment is scheduled. In some cases, a telephone conference between the referring DOC provider and the outside provider may be warranted. In the event a procedure needs to be performed that is not indicated on the Referral Record as approved by the DOC's regional physician, a telephone conference between the outside provider and the referring provider shall be necessary.

- 2.17 “Consultation Documentation Process” means a process by which a two-page document called a “Referral Record” is completed with the necessary attachments. The “Referral Record” shall be delivered by the DOC’s Corrections Officer that accompanies the inmate to the outside provider’s location. The form provides information to the receiving outside provider and if more information is needed, it shall be obtained via the telephone. The second page of the “Referral Record” shall be completed by the outside provider and shall document significant findings, tests and recommendations. In the event of an emergency room visit or inpatient stay, the discharge summary shall be attached to the “Referral Record” or it shall be forwarded to the DOC’s medical facility when completed. In the event any follow-up appointments are deemed necessary, it shall be documented on page two of the “Referral Record” before it is sent back to the DOC’s referring provider via the DOC’s Correctional Officer that accompanies the inmate.
- 2.18 “Follow-Up Appointments” means any additional visits deemed necessary by the outside provider and documented on page two of the “Referral Record”. In some cases, this information may also be correlated with the DOC’s referring provider via the telephone. The DOC’s regional physician shall approve all follow-up appointments. The outside provider will be notified in the event approval is denied. The outside provider shall not inform the inmate regarding potential follow-up visits.

III. RELATIONSHIP BETWEEN THE DOC AND THE LABORATORY

- 3.1 The Laboratory is an independent contractor that has entered into this Contract to become a Network Laboratory and is not, nor is intended to be, the employee, agent or other legal representative of the 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 independent contractor for the purposes of this Contract.
- 3.2 The DOC and the Laboratory agree that all of the parties hereto shall respect and observe the Laboratory/patient relationship which will be established and maintained by the Laboratory. The Laboratory may choose not to establish a Laboratory/patient relationship if the Laboratory would have otherwise made the decision not to establish a Laboratory/patient relationship had the patient not been an Inmate. The Laboratory reserves the right to refuse to furnish services to an Inmate in the same manner as they would any other patient.
- 3.3 Nothing in this Contract is intended to be construed, or be deemed to create any rights or remedies of any third party, including but not limited to, a Inmate or a Network Provider other than the Laboratory named in this Contract.

IV. LABORATORY SERVICES AND RESPONSIBILITIES

- 4.1 The Laboratory shall provide quality, medically necessary Laboratory services to Inmates, in a cost efficient manner, when such services are ordered by a licensed practitioner of the healing arts, who is an Inmate of the Laboratory's medical staff and has been awarded the prerequisite clinical privileges to order and/or perform such services. Nothing in this Contract shall be construed to require the Laboratory to perform any procedure which is deemed professionally unacceptable or is contrary to Laboratory policy.

- 4.2 The Laboratory shall provide Laboratory services to Inmates in the same manner and quality as those services are provided to all other patients of the Laboratory.
- 4.3 The Laboratory has, and shall maintain, in good standing while this Contract is in effect, all licenses required by law, and if applicable, certification to participate in the Medicare program under Title XVIII of the Social Security Act and/or JCAHO certification and certification by the Clinical Laboratory Improvement Amendment.
- 4.4 The Laboratory agrees to make reasonable efforts to refer covered Inmates to other Network Facilities with which the DOC contracts, for medically necessary services that the Laboratory cannot or chooses not to provide. Failure of the Laboratory to use Network Providers will result in a review pursuant to the credentialing plan.
- 4.5 The Laboratory shall furnish, at no cost to the DOC, any medical and billing records covering any Laboratory services, for any Inmate, with the understanding that each Inmate.
- 4.6 The Laboratory shall accurately complete the Network Laboratory Application which is attached to and made part of this Contract. The Laboratory shall notify the DOC of any change in the information contained in the Application within 15 days of such change, including resolved litigation listed as "pending" on the original Application.
- 4.7 The Laboratory shall reimburse the DOC for any overpayments made to the Laboratory within 30 days of the Laboratory's receipt of the overpayment notification.
- 4.8 The Laboratory shall submit to a patient record audit upon 48 hours advance notice.

V. INSURANCE BOARD SERVICES AND RESPONSIBILITIES

- 5.1 The DOC agrees to pay the Laboratory compensation pursuant to the provisions of Article VI, subject to appropriate application of procedural coding recommendations.
- 5.2 The DOC agrees to grant the Laboratory the status of "Network Laboratory" and to identify the Laboratory as a Network Laboratory on information disseminated to DOC facilities.
- 5.3 The DOC agrees to continue listing the Laboratory as a Network Laboratory until this Contract terminates.
- 5.4 The DOC agrees to periodically provide the Laboratory with access to a listing of all Network Facilities.
- 5.5 The DOC agrees to provide appropriate identification cards for Inmates.
- 5.6 The DOC agrees to acknowledge the confidentiality of patient's records and to only release pertinent clinical information in accordance with state and federal guidelines.
- 5.7 The DOC shall give a 48 hour notice prior to an audit.

VI. COMPENSATION AND BILLING

- 6.1 The Laboratory shall seek payment only from the DOC for the provision of medical services except as provided in paragraphs 6.3 and 6.4. The payment from the DOC shall be limited to the amounts referred to in paragraph 6.2.
- 6.2 The DOC agrees to pay the Laboratory's billed charges for each procedure or the fee set by the DOC for that procedure, whichever is less. Payment is allowed when the Inmate has received medically necessary covered services subject to the following policy limitations and conditions.
- a) The DOC will pay 80% of the allowable and the Inmate shall pay 20% of the allowable unless the Inmate has met the stop loss limitation, and then the DOC shall pay and the Inmate has no liability.
 - b) The DOC may reduce the payment by any deductibles, coinsurance and copayments.
 - c) The DOC shall have the right to categorize what shall constitute a procedure. The DOC's and the Inmate's financial liability shall be limited to the procedure's allowable as determined by the DOC, paid by applying appropriate coding methodology, whether the Laboratory has billed appropriately or not.
 - d) The Laboratory agrees not to charge more for medical services to Inmates than the amount normally charged (excluding Medicare) by the Laboratory to other patients for similar services. The Laboratory may, however, contract with other third party payors for services. The Laboratory's usual and customary charges may be requested by the DOC and verified through an audit.
- 6.3 The Laboratory shall refund within 30 days of discovery to the Inmate any overpayment made by the DOC.
- 6.4 The Laboratory shall bill the DOC on form CMS-1500, in accordance with CMS guidelines, within 60 days of providing the laboratory services. The Laboratory shall use the current CPT codes with appropriate modifiers and ICD-9 diagnostic codes, when applicable. The Laboratory shall furnish, upon request at no cost, all information, including medical records, reasonably required by the DOC to verify and substantiate the provision of medical services and the charges for such services.
- 6.5 The DOC shall reimburse the Laboratory within 30 days of receipt of billings that are accurate, complete and otherwise in accordance with Article VI of this Contract. The DOC will not be responsible for the delay of reimbursement due to circumstances beyond the DOC's control.
- 6.6 The DOC shall have the right at all reasonable times and to the extent permitted by law, to inspect and duplicate all medical and billing records relating to medical services rendered to covered Inmates at no cost to the DOC or the Inmate.

VII. REFERRAL PROCESS

7.1 The Laboratory shall adhere to and cooperate with the DOC's Referral Process as defined in Section 2.16 of this contract.

VIII. CONSULTATION DOCUMENTATION PROCESS

8.1 The Laboratory shall adhere to and cooperate with the DOC's Consultation Documentation Process as defined in Section 2.17 including follow-up appointments as defined in Section 2.18.

VIII. LIABILITY AND INSURANCE

9.1 Neither party to this Contract, the DOC nor the Laboratory, or any agent, employee or other representative of a party, shall be liable to third parties for any act by commission or omission of the other party in performance of this Contract and the terms and provisions herein.

9.2 The Laboratory shall be required to obtain general and medical liability coverages for claims of acts and omissions of the Laboratory and its employees and agents. Such coverage shall be maintained at a level of not less than that which is mandated by state statute or less than \$1,000,000 per incident, when the Laboratory is not regulated by statute. The DOC shall be notified 30 days prior to cancellation. If coverage is lost or reduced below specified limits, this Contract may be canceled by the DOC.

X. DISPUTE RESOLUTION

10.1 The DOC and the Laboratory 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 XI.

XI. TERM AND TERMINATION

11.1 It is agreed by the parties that no changes to the Contract, which include coverages or fee reimbursements, shall be made with less than 60 days notice to all affected parties.

11.2 Either party may terminate this Contract with or without cause, upon giving 30 day notice pursuant to 12.2 at any time during the term of this Contract.

11.3 Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.

11.4 Following termination of this Contract, the DOC shall continue to have access, at no cost to the DOC, to the Laboratory's records of care and services provided to Inmates for five years from the date of provision of the services to which the records refer as set forth in paragraph 6.10.

- 11.5 This Contract shall terminate with respect to a Laboratory upon:
- a) the loss or suspension of the Laboratory's license to operate in the state of residence, CLIA certification, Joint Commission/Medicare certification; or
 - b) the Laboratory does not maintain the Laboratory's professional and general liability coverage in accordance with this Contract.

XII. GENERAL PROVISIONS

- 12.1 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.
- 12.2 At any place within this Contract that notice is required, it is the intention of the parties that only those with regard to termination by either party of participation in the Contract must be sent by certified mail, a return receipt requested, at no other time when notice is required by this Contract is there an obligation by either party to use certified mail.
- 12.3 Notwithstanding the provisions in Section 12.1, the DOC may designate an Administrator to administer any of the terms of this Contract.
- 12.4 This Contract, together with exhibits, contains the entire agreement between the DOC and the Laboratory relating to the rights granted and the obligations assumed by the parties concerning the provision of Laboratory 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.
- 12.5 This Contract, or any part or section of it, may be amended at any time during the term of the Contract by mutual written consent of duly authorized representatives of the DOC and the Laboratory.
- 12.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules and Regulations. Any provision of this Contract, which 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.
- 12.7 The terms and provisions of this Contract shall be deemed to be severable one from the other, and determination at law or in a court of equity that one term or provision is unenforceable shall not operate so as to void the enforcement of the remaining terms and provisions of this entire Contract, or any one provision, in accordance with the intent and purpose of the parties hereto.

Department of Corrections

NETWORK PROVIDER FACILITY CREDENTIALING INFORMATION

CONTRACT APPLICATIONS

- HealthChoice requires all three addresses on the respective pages of the application.
1. **Service Address**-This address is used for the location where health care services are performed and/or the physical location of the provider. The service address will be used for the on-line provider directory which is used by members and providers to identify and locate all HealthChoice Network Providers
 2. **Mailing Address**-This address is used for all correspondence (not related to claims) and credentialing information.
 3. **Billing Address**-This address is used for submitting all claims to HealthChoice for processing and appears in box 33 of the CMS-1500 claim form or box 2 on the UB-04. If box 2 is not used by the facility, the billing address appears in Box 1 of the UB-04. Claims will be paid exclusively to the billing address.
- Each address must have a corresponding phone number, fax number and contact person.
 - Insurance Certificate/Face Sheet must have name of the applicant listed as the insured. The insurance limits must be at the levels required in the contract and must indicate clearly the coverage type(s) stated in the contract. Product liability coverage in lieu of professional/medical liability is acceptable for DME only.
 - W-9 forms must be signed and list only the Tax ID number for each location listed on the application which will be used on claim forms

Please return entire application packet with the new information.

Claim and eligibility information is available through the DOC Provider Web Site at <https://gateway.sib.ok.gov/DOC>. Go to the appropriate area at the top of the website and click on the link for ClaimLink. Register for a user ID and password. Information regarding claim edits is also available at this site.

Department of Corrections

NETWORK FACILITY APPLICATION

NOTE: The completed Network Provider Facility Application should be returned to the Department of Corrections in its entirety, along with any applicable attachments (see page 4). Please retain the Network Provider Facility Contract for your records.

Please type or print your responses and complete all applicable sections of this Application. If an area of inquiry is not applicable to the Facility, so state. If you need additional space to provide COMPLETE answers, attach additional sheets of paper and clearly indicate the item to which each sheet applies.

GENERAL INFORMATION

Facility Name: _____

Classification: _____

PRIMARY LOCATION

Federal Tax ID Number: _____
(Attach a completed W9 form for each Tax ID#)

Medicare Number: _____

National Provider Identifier Number: _____

PHYSICAL ADDRESS: _____

(City)

(State)

(Zip)

Telephone number: (_____) _____

Fax number: (_____) _____

Contact Person: _____

E-mail Address: _____

MAILING ADDRESS: _____

(City)

(State)

(Zip)

Telephone number: (_____) _____

Fax number: (_____) _____

Contact Person: _____

E-mail Address: _____

BILLING ADDRESS: _____

(City)

(State)

(Zip)

Telephone number: (_____) _____

Fax number: (_____) _____

Contact Person: _____

E-mail Address: _____

IMPORTANT FACILITY CONTACTS

CEO/Administrator: _____

Telephone number: (_____) _____

Fax number: (_____) _____

E-mail Address: _____

Contracting/Managed Care: _____

Telephone number: (_____) _____

Fax number: (_____) _____

E-mail Address: _____

ADDITIONAL LOCATION (S)

FACILITY NAME: _____

Federal Tax ID Number: _____
(Attach a completed W-9 form for each Tax ID#)

Medicare Number: _____

National Provider Identifier Number: _____

PHYSICAL ADDRESS: _____

(City)

(State)

(Zip)

Telephone number: (_____) _____

Fax number: (_____) _____

Contact Person: _____

E-mail Address: _____

MAILING ADDRESS: _____

(City)

(State)

(Zip)

Telephone number: (_____) _____

Fax number: (_____) _____

Contact Person: _____

E-mail Address: _____

BILLING ADDRESS: _____

(City)

(State)

(Zip)

Telephone number: (_____) _____

Fax number: (_____) _____

Contact Person: _____

E-mail Address: _____

Please use separate sheet to report any additional locations and provide the information as requested above.

LICENSE INFORMATION

State of Licensure: _____

License Number: _____

Expiration Date: _____

ACCREDITATION

Is the Facility accredited by the Joint Commission?

Yes No

If "YES" Joint Commission Program ID Number: _____

Date of most current accreditation: _____

Expiration Date: _____

INSURANCE INFORMATION

Please provide the following information about your current professional liability insurance coverage:

Name of Carrier: _____

Coverage Amounts: Per Occurrence: _____

Aggregate: _____

Expiration Date: _____

ATTACHMENTS

PLEASE ATTACH A COPY OF EACH OF THE FOLLOWING DOCUMENTS TO THE COMPLETED APPLICATION:

- Network Provider Facility Contact Signature Page (Retain the contract for your records)
- Facility's Current state(s) license(s) (if applicable)
- JCAHO accreditation certificate copy (if applicable)
- Face sheet of current professional liability insurance policy
- W-9 form for each Federal Tax ID number that will be used when submitting claims
- Any other applicable documentation requested in this application

OKLAHOMA STATE AND EDUCATION EMPLOYEES GROUP INSURANCE BOARD



Oklahoma Department
of Rehabilitation Services



Department of Corrections
Oklahoma

Electronic Funds Transfer (EFT) Form

SUPPLIER ONLY:

Legal Name of Corporate Owner: _____

Trade Name/dba: _____ Federal Tax ID #: _____

PRACTITIONER ONLY:

Practitioner's Name: _____

SSN: _____ Federal Tax ID #: _____

BANKING INFORMATION

A voided check is required. If the bank account does not have checks, a bank letter verifying the account and routing numbers will be accepted.

A deposit slip will be accepted only if the information provided below matches the MICR line containing the banking ABA number and account between these symbols | : |:

Financial Institution: _____

Account Number: _____ Routing Number: _____

Checking Savings

BILLING/REMIT

Name Submitted on Claims: _____

Billing Office Name (if applicable): _____

Billing Address: _____

(City)

(State)

(Zip)

AUTHORIZED SIGNATURE

Signature: _____ Date: _____
(Required)

Printed Signature Name: _____ Phone Number: _____

Please mail, fax or email the completed form to:

OSEEGIB

Attn: Provider Relations

3545 N.W. 58 Street, Suite 600

Oklahoma City, OK 73112

Phone: 1-405-717-8790 or 1-800-543-6044

Fax: 1-405-717-8977

oseegibproviderrelations@sib.ok.gov

DEPARTMENT OF CORRECTIONS
NETWORK PROVIDER LABORATORY CONTRACT

SIGNATURE PAGE

When signed by both parties below, this constitutes agreement and acceptance of all terms and conditions contained in the Network Facility Contract. The DOC and the facility further agree that the effective date of the Contract is the effective date denoted on the copy of the executed Signature Page returned to the facility. The original of the signed document will remain on file in the office of the Department. By signing, both parties agree that this document shall become part of the Contract.

FACILITY:

FOR THE DEPARTMENT:

Signature Date: _____

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

Name of Facility (typed or printed):

Name (typed or printed):

Signature:

Title: _____

Federal Tax ID Number: _____

Primary Service Address:

Please return to:

**Oklahoma Department of Corrections
Attn: Network Manager
P.O. Box 12878
Oklahoma City, OK 73157-2878**