



OKLAHOMA  
Corrections

# PRACTITIONER CONTRACT

Revised October  
2023



EMPLOYEES GROUP  
INSURANCE DIVISION  
NETWORK MANAGEMENT



OKLAHOMA  
Office of Management  
& Enterprise Services

2401 N. Lincoln Blvd.  
Oklahoma City, OK 73105

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## INTENDED USE OF CONTRACT

This Contract is intended for use by:

- Anesthesiology assistant.
- Audiologist.
- Board certified assistant behavioral analyst.
- Board certified behavioral analyst.
- Certified nurse midwife.
- Certified orthotist.
- Certified nurse practitioner.
- Certified prosthetist.
- Certified registered nurse anesthetist.
- Chiropractor.
- Christian Science nurse.
- Christian Science practitioner.
- Clinical nurse specialist.
- Dentist.
- Dietitian.
- Doctor of osteopathic medicine.
- Licensed alcohol and drug counselor.
- Licensed behavioral practitioner.
- Licensed clinical social worker.
- Licensed genetic counselor.
- Licensed marriage family therapist.
- Licensed professional counselor.
- Medical doctor.
- Ocularist.
- Occupational therapist.
- Ophthalmologist.
- Optometrist.
- Oral surgeon.
- Pathologist (individual).
- Podiatrist.
- Perfusionist.
- Pharmacist.
- Physical therapist.
- Physician.
- Physician assistant.
- Podiatrist.
- Psychologist.
- Radiologist (individual).
- Registered Behavior Technician.
- Speech language pathologist.

## 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 Practitioner 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).
- Current DEA registration (narcotics license), if applicable.
- Current state narcotics registration, if applicable.
- Face sheet of current professional liability insurance policy.
  - Insurance certificate must have the name of the applicant listed as the insured.
  - The insurance limits must be at the levels required in this Contract.
- W-9 form for each federal tax ID number used to file claims.

## TERMS AND CONDITIONS

This Practitioner Contract is between the Oklahoma Department of Corrections (hereinafter, DOC) and the Practitioner who agrees to the terms of this agreement (hereinafter, this Contract) by signing the appropriate Contract signature page. The designation of “Practitioner” in this agreement refers to the person who signs this agreement as the Practitioner.

It is hereby agreed between DOC and the Practitioner named on this Contract signature page, that the Practitioner 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 Practitioner. It in no way is meant to impact the Practitioner’s decision as to what he or she 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 Practitioner is duly licensed or certified by the state of practice as a practitioner of the healing arts, dentistry or recognized dental specialty and satisfies credentialing criteria as established by DOC.
  - a. A Registered Behavior Technician is certified with the Behavior Analyst Certification Board and satisfies credentialing criteria as established by EGID.
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 Practitioner agree as follows:

### II. DEFINITIONS

1. “**ADA**” means the American Dental Association.
2. “**Allowable Fee**” means the maximum fee payable to a Practitioner 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 a Practitioner 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 Procedure 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.
  - 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 Practitioner, 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 professional services provided by a Network Practitioner and covered by DOC.
17. **“Network Practitioner”** means a licensed practitioner of the healing arts, dentistry or recognized dental specialty who has entered into this Contract with DOC to accept scheduled reimbursement for Covered Medical and Dental Services 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 PRACTITIONER

1. DOC and the Practitioner agree that all of the parties hereto shall respect and observe the Practitioner/patient relationship that will be established and maintained by the Practitioner. The Practitioner may choose not to establish a Practitioner/patient relationship if the Practitioner would have otherwise made the decision not to establish a Practitioner/patient relationship had the patient not been an Inmate. The Practitioner reserves the right to refuse to furnish services to an Inmate in the same manner as the Practitioner would any other patient; however, the Practitioner 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 Practitioner on behalf of the individuals who are Inmates under the care, custody and control of DOC. The Practitioner 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 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 Practitioner named in this Contract.

### IV. PRACTITIONER SERVICES AND RESPONSIBILITIES

1. For the purpose of reimbursement, the Practitioner shall provide services to an Inmate that are Medically Necessary and covered by DOC.
2. The Practitioner 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 Practitioner to perform any procedure or course of treatment which the Practitioner deems professionally unacceptable or is contrary to the Practitioner’s policy. The Practitioner 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 Practitioner.



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3. The Practitioner agrees to make reasonable effort to refer Inmates to Network Providers, with whom DOC contracts, for Medically Necessary services that the Practitioner cannot or chooses not to provide. Failure of the Practitioner to make reasonable effort to use Network Providers will result in a review pursuant to the Credentialing Plan.
4. The Practitioner shall maintain all licenses and certifications required by law and regulations as deemed required under the terms of this Contract.
5. The Practitioner shall accurately complete a DOC Practitioner Application, a current Oklahoma Uniform Credentialing Application (ODH Form 606) as allowed under OK §63-1-106.2, a Uniform Credentialing Application from the state of practice of the healing arts, dentistry or recognized dental specialty, or other credentialing documentation as deemed acceptable by DOC which are incorporated herein by reference. The Practitioner 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.
6. The Practitioner 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 Practitioner shall reimburse DOC for any overpayments made to the Practitioner within 90 days of the Practitioner's receipt of the written overpayment notification or shall respond with detail within said time if the Practitioner disputes the request for additional payment.
  - a. DOC shall provide the Practitioner 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 Practitioner, in writing, of the overpayment.
  - d. If the Practitioner 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 Practitioner shall submit to an Inmate record audit upon three business days advance notice.

## V. DOC SERVICES AND RESPONSIBILITIES

1. DOC agrees to pay the Practitioner compensation pursuant to the provisions of Article VI.
2. DOC agrees to continue listing the Practitioner 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 Practitioner shall only seek payment from DOC for the provision of Covered Medical or Dental Services. The Practitioner 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).
2. DOC shall reimburse the Allowable Fee set by DOC for each procedure or the Practitioner'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 reimburse physician assistants, certified nurse practitioners, certified nurse midwives and clinical nurse specialists, billing under their own NPIs within the scope of their license. This reimbursement shall be 85% of the Allowable Fee set by DOC for each procedure for professional services as defined on the DOC fee schedules or the billed charge, whichever is less.
  - b. DOC shall reimburse anesthesiology assistants 50% of the Allowable Fee set by DOC for each procedure or the billed charge, whichever is less.
  - c. Neither DOC nor the Inmate is responsible for charges above the Allowable Fee or billed charges, whichever is less, after all plan policies and provisions are applied.
  - d. 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 Practitioner has billed appropriately or not.
  - e. The Practitioner agrees not to charge more for Medical or Dental Services to Inmates than the amount normally charged by the Practitioner to other patients for similar services. The Practitioner's usual and customary charges may be requested by DOC and verified through an audit.
3. The Practitioner agrees that DOC utilizes a comprehensive claim editing system to assist in determining which charges for Covered Services to allow for payment and to assist in determining appropriate billing and coding. Said system shall rely on CMS and other industry standards in the development of its mutually exclusive, incidental, re-bundling, age conflict, gender conflict, cosmetic, experimental and procedure editing.
4. DOC shall have the right to adjust the Allowable Fee based on clinical editing and/or the use of modifiers as documented in the DOC Provider Manual.
5. The Practitioner shall bill DOC on forms acceptable to DOC within 120 days of providing the Medical or Dental Services. The Practitioner shall use the current ADA, CPT, HCPCS codes with appropriate modifiers and ICD or DSM diagnosis codes, when applicable. The Practitioner shall furnish, upon request at no cost, all information, including Medical or Dental records and X-rays, reasonably required by DOC to verify and substantiate the provision of Medical or Dental Services and the charges for such services if the Practitioner is seeking reimbursement through DOC.

6. DOC shall reimburse the Practitioner within 45 days of receipt of billings that are accurate, complete, including all information requested by DOC reasonably required to verify and substantiate the billing, and otherwise in accordance with Article VI of this Contract. DOC will not be responsible for delay of reimbursement due to circumstances beyond DOC's control.
7. DOC shall have the right at all reasonable times and, to the extent permitted by law, to inspect and duplicate all documentation or records relating to Medical or Dental Services rendered to Inmates at no cost to DOC or the Inmate.

## 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 Practitioner, at its sole expense, shall maintain a minimum of \$1 million per occurrence and \$1 million aggregate of professional 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. If the Practitioner is employed by a health care facility or has admitting privileges to a health care facility which has higher liability insurance limits, the Practitioner is subject to those limits per this Contract.
3. If applicable the Practitioner, 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. Section 233 (g) – (n).
4. If applicable the Practitioner, 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 Practitioner, 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 Practitioner for purposes of informing DOC liaisons at each Inmate Facility of the identity of the Network Providers.

2. The Practitioner, upon prior approval of DOC, shall have the right to publicize the Practitioner's status in DOC's network of providers.

## IX. DISPUTE RESOLUTION

1. DOC and the Practitioner 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 with respect to a Practitioner upon:
  - a. The loss or suspension of the Practitioner's license or certification respectively, in the state of practice.
  - b. Failure to maintain Practitioner's professional liability insurance in accordance with this Contract.
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 Practitioner 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 Practitioner'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 Practitioner shall receive notifications mandated by the terms of this Contract is the *HealthChoice Provider Network News*. The newsletter shall be distributed electronically to the Practitioner's correspondence email address.

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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 Practitioner.
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 Practitioner 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 Practitioner 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.
9. The Practitioner certifies that they are not presently debarred or suspended or otherwise ineligible according to the Excluded Parties List System (EPLS)/Office of Inspector General (OIG) excluded provider list.
10. DOC and the Practitioner agree that this Contract may be formed according to the Oklahoma Uniform Electronic Transactions Act, 12A O.S. § 15-101, et seq. The Practitioner 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 Practitioner. The Contract terms, application, signature page and any required information submitted by the Practitioner 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 disseminated, distributed or copied to persons not authorized to receive the information.

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- 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.



## PRACTITIONER CONTRACT SIGNATURE PAGE

EGID and the Practitioner incorporate by reference the terms and conditions of this Contract into this signature page. EGID and the Practitioner 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 Practitioner.

### FOR THE PRACTITIONER

Practitioner name		Signature	
Federal tax ID		NPI type I	
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 PRACTITIONER APPLICATION

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

### GENERAL INFORMATION

Legal name (Last, First, Middle initial)		Primary specialty	Secondary specialty
Date of birth	SSN	NPI type I – Individual	NPI type II – Organization
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.

### RETURN TO EGID BY EMAIL

**Email:** EGID.NetworkManagement@omes.ok.gov

**Include the following documents:**

- Current state license(s), DEA and state narcotics registrations(s), if applicable.
- Face sheet of current general and medical liability insurance policy.
- Completed W-9 form for each TIN.



**PROFESSIONAL EMPLOYMENT HISTORY****List all professional work history including clinics, partnerships, solo/group practices, etc.:**

Business name

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Business street address	City	State	ZIP code
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Start date	End date
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**Business name**

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Business street address	City	State	ZIP code
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Start date	End date
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**Business name**

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Business street address	City	State	ZIP code
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Start date	End date
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