

OKLAHOMA DEPARTMENT OF CORRECTIONS (DOC)

**Network Provider**

**Ambulatory Surgery Center**

**Contract**

# TABLE OF CONTENTS

I.	RECITALS.....	1
II.	DEFINITIONS.....	1
III.	RELATIONSHIP BETWEEN DOC AND THE ASC.....	3
IV.	ASC SERVICES AND RESPONSIBILITIES.....	3
V.	DOC SERVICES AND RESPONSIBILITIES.....	5
VI.	COMPENSATION AND BILLING.....	5
VII.	UTILIZATION REVIEW.....	9
VIII.	LIABILITY AND INSURANCE.....	10
<a href="#">IX.</a>	DISPUTE RESOLUTION.....	11
X.	TERM AND TERMINATION.....	11
XI.	GENERAL PROVISIONS.....	11

SIGNATURE PAGE

EXHIBIT A – DOC CPT/HCPCS Mapped to ASC Payment Group

EXHIBIT B - List of Implants for Which DOC Allows Separate Reimbursement

# **Oklahoma Department of Corrections Ambulatory Surgery Center Network Provider Contract**

This Ambulatory Surgery Center Network Provider Contract (Contract) is between the Oklahoma Department of Corrections (DOC) and the business entity executing this Contract that operates an Ambulatory Surgery Center (ASC).

## **I. RECITALS**

- 1.1 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 offenses or are otherwise subjected to criminal sanctions within the State of Oklahoma.
- 1.2 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 for Inmates incarcerated in DOC facilities.

**IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE DOC AND THE ASC AGREE AS FOLLOWS:**

## **II. DEFINITIONS**

- 2.1 "Allowable Fee" means the maximum amount payable to an ASC in accordance with the provisions in Section VI of this Contract.
- 2.2 "ASC Payment Groups" means the payment groups published by CMS containing CPT/HCPCS codes for procedures performed by the ASC and additional payment groups recognized by the DOC.
- 2.3 "CMS" means the Centers for Medicare and Medicaid Services.
- 2.4 "CPT" means Current Procedural Terminology.
- 2.5 "Credentialing Plan" means a general guide and process for the acceptance, cooperation, and termination of participating facilities and other health care providers.
- 2.6 "Emergency" means a sudden and unexpected symptom that a prudent lay person who possesses an average knowledge of health and medicine could reasonably expect that the absence of immediate medical attention would result in placing the health of the individual or others in serious jeopardy.

- 2.7 "Facility Services" means acute care inpatient and outpatient services.
- 2.8 "HCPCS" means Healthcare Common Procedure Coding System.
- 2.9 "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.
- 2.10 "Medical Services" means the professional services provided by the ASC and covered by the DOC.
- 2.11 "Medically Necessary" means services or supplies which are provided for the diagnosis and treatment of the medical and/or mental health/substance abuse condition and complies with criteria adopted by the DOC. Direct care and treatment are within standards of good medical practice within the community, and are appropriate and necessary for the symptoms, diagnosis or treatment of the condition. The services or supplies must be the most appropriate supply or level of service, which can safely be provided. For hospital stays, this means that inpatient acute care is necessary due to the intensity of services the DOC 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. The services or supplies cannot be primarily for the convenience of the Inmate or the provider. The fact that services or supplies are medically necessary does not, in itself, assure that the services or supplies are covered by the DOC.
- 2.12 "Inmates" means all persons in DOC custody for whom the DOC is required to furnish medical care and services.
- 2.13 "Network Provider" means a practitioner or facility duly licensed under the laws of the state in which the Network Provider operates and/or is accredited by a nationally recognized accrediting organization approved by state or federal guidelines, and has entered into a contract with DOC to accept scheduled reimbursement for covered health care services and supplies provided to DOC Inmates.
- 2.14 "Outpatient Services and/or Surgical Procedures" means medically necessary facility services for treatment rendered by an ASC to a DOC 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.
- 2.15 "Pre-Certification" means a function performed by the DOC, or its designee, to review and certify medical necessity prior to the receipt of service for surgical procedures identified in Section VII of this contract.
- 2.16 "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.

- 2.17 "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 Medical Services Division. The DOC provider forwards the referral to the DOC regional physician to obtain approval for the patient to access a facility outside of the prison and/or county jail. The regional physician approves or denies the referral to a health care provider outside of the facility by checking the appropriate box on the referral form. The DOC provider contacts the provider outside of the facility and the appointment is scheduled. In some cases, a telephone conference between the referring DOC provider and the provider treating the Inmate 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 regional physician, a telephone conference between the provider treating the Inmate and the referring provider shall be necessary.

### **III. RELATIONSHIP BETWEEN THE DOC AND THE ASC**

- 3.1 The ASC is an independent contractor that 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 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 with the DOC contrary to that of independent contractor for the purposes of this Contract.
- 3.2 The DOC and the ASC agree that all of the parties hereto shall respect and observe the provider/patient relationship which will be established and maintained by the ASC. The ASC may choose not to establish a provider/patient relationship if the ASC would have otherwise made the decision not to establish a provider/patient relationship had the patient not been a DOC Inmate. The ASC 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 in any third party, as a third party beneficiary to this Contract.

### **IV. ASC SERVICES AND RESPONSIBILITIES**

- 4.1 ASC is duly licensed by the state of residence and is certified to participate in the Medicare program under Title XVIII of the Social Security Act, and/or the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or Accreditation Association for Ambulatory Health Care (AAAHC), if applicable, and shall comply with all applicable federal, state, and local laws regulating such an ASC providing Medical Services and satisfies additional credentialing criteria as established by the DOC.

- 4.2 The ASC shall provide quality, Medically Necessary services to DOC Inmates, in a cost efficient manner, when ordered by a licensed practitioner who has been awarded the prerequisite clinical privileges to order and/or perform such services. Nothing in this Contract shall be construed to require the medical staff of the ASC to perform any procedure or course of treatment which the medical staff deems professionally unacceptable or is contrary to the ASC's policy.
- 4.3 The ASC shall provide services to DOC Inmates in the same manner and quality as those services are provided to all other patients of the ASC.
- 4.4 The ASC 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 and/or AAACH certification.
- 4.5 The ASC agrees to make reasonable efforts to refer Inmates to other Network Providers with which DOC contracts for Medically Necessary services that the ASC cannot or chooses not to provide, or is not a covered Facility Service for an ASC as defined by this contract.
- 4.6 The ASC physicians shall use best efforts to prescribe for Inmates medications identified on the adopted formulary or explain, in writing, to the DOC, why it is medically inappropriate to do so.
- 4.7 The ASC shall participate in the Pre-Certification and Prior Authorization procedures provided in Section VII and for purposes of reimbursement to abide by decisions resulting from that review subject to the rights of reconsideration, review and appeal.
- 4.8 The ASC shall furnish any medical and billing records covering any services for any Inmate, at no cost to the DOC or the Inmate.
- 4.9 The ASC shall accurately complete the Network Provider application which is attached to and made part of this Contract. The ASC 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.
- 4.10 The ASC shall reimburse the DOC for any overpayments made to the ASC within 30 days of the ASC's receipt of the overpayment notification.
- 4.11 The ASC shall submit to an on-site patient record audit upon 48 hours advance notice.

## **V. DOC SERVICES AND RESPONSIBILITIES**

- 5.1 The DOC agrees to pay the ASC compensation pursuant to the provisions of Section VI, subject to appropriate application of procedural coding recommendations.
- 5.2 The DOC agrees to grant the ASC the status of "Network Provider" and to identify the ASC as a Network Provider on informational materials disseminated DOC facilities.
- 5.3 The DOC agrees to continue listing the ASC as a Network Provider until this Contract terminates.
- 5.4 The DOC acknowledges the confidentiality, privacy and security regulations pertaining to the Inmate's health and file 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.
- 5.8 The DOC shall maintain Pre-Certification and Prior Authorization procedures

## **VI. COMPENSATION AND BILLING**

- 6.1 The DOC shall determine the Allowable Fee for purposes of reimbursement to the ASC for Facility Services furnished in connection with a covered procedure. The DOC shall categorize what shall constitute a covered procedure and an ASC Payment Group.
- 6.2 Facility Services for which the ASC may be reimbursed by the DOC under this Contract are those set forth in the ASC Payment Groups as provided in paragraph 6.7.
- 6.3 The DOC will pay 100% of the Allowed Fee and the Inmate has no liability.
- 6.4 The ASC shall seek payment only from the DOC for the provision of Facility Services.
- 6.5 The DOC's financial liability shall be limited to the procedure's Allowable Fee as determined by the DOC, applying appropriate coding methodology, whether the ASC has billed appropriately or not.
- 6.7 The DOC shall utilize the same ASC Payment Group numbers as published by CMS and available at <http://www.cms.hhs.gov/ASCPayment>. The DOC shall also utilize groups which contain procedure codes that will be recognized for reimbursement purposes in addition to those recognized by CMS for performance in an ASC setting. The CPT/HCPCS and the appropriate ASC Payment Group to

which each is assigned is incorporated in this contract by reference, labeled as Exhibit A. It is DOC's intent to review and update the ASC Payment Groups annually. It is DOC's further intent to update the ASC Payment Groups as it deems necessary when new codes are identified by the American Medical Association or CMS. An ASC may request a review of a billing code for inclusion in an ASC Payment Group by addressing a written request with supporting documentation to: DOC, Provider Relations, 3545 NW 58<sup>th</sup> Street, Suite 600, Oklahoma City, Oklahoma 73112.

6.8 The ASC Facility Services Allowable Fee includes the following:

- a. The use of an ASC facility, operating and recovery rooms, preparation area and emergency equipment;
- b. Observation room, including the use of waiting room or lounges by the patients and relatives;
- c. Administrative services such as scheduling, recordkeeping, housekeeping and related items, coordination for discharge, utilities and rent;
- d. Services provided by nurses, orderlies, technical staff and others involved in the Inmate's care connected to the procedure and other related services;
- e. Pre-operative and intra-operative radiology and laboratory services including chest x-rays provided by the ASC. Laboratory services that are performed under a Clinical Laboratory Improvement Act (CLIA) certificate of waiver;
- f. Anesthetic and any materials disposable or reusable, needed to administer anesthesia;
- g. Drugs and biologicals including preparation, administration and monitoring of patient;
- h. Surgical dressings, supplies, splints, casts, appliances and equipment related to the surgical procedure;
- i. Intraocular lenses for insertion during or after cataract surgery;
- j. Supervision of the services of an anesthetic by the operating surgeon;
- k. Therapeutic items;
- l. Blood and blood products;
- m. Implants, except as those specifically allowed at 6.10.

- 6.9 The ASC Facility Services Allowable Fee excludes the following:
- a. Physician services, including anesthesia;
  - b. The sale, lease or rental of durable medical equipment;
  - c. All prosthetic devices except for intraocular lenses;
  - d. Leg, arm, back and neck braces;
  - e. Artificial legs, arms and eyes;
  - f. Services furnished by an independent laboratory;
  - g. Ambulance services;
  - h. Laboratory, x-ray and diagnostic procedures (other than those directly related to performance of the surgical procedure).
- 6.10 Implants are defined as material(s) inserted into the body, including living, inert, or biological material (i.e. screws, grafts, plates, or fixation devices) used for the purpose of creating stability (to correct, protect, or stabilize a deformity) where the majority of the product is left under the skin after surgery. The DOC reimburses separately for implants listed on Exhibit B which is incorporated in this Contract by reference. It is the DOC's intent to review and update Exhibit B annually. It is DOC's further intent to update Exhibit B as it deems necessary when new codes are identified by the American Medical Association or CMS. An ASC may request a review of an implant for inclusion in Exhibit B by addressing a written request with supporting documentation to: DOC, Provider Relations, 3545 NW 58<sup>th</sup> Street, Suite 600, Oklahoma City, Oklahoma 73112. The DOC does not reimburse separately for mesh, sutures, suture anchors, staples, wire, catheters, vascular stent, stents used in the intestinal tract, and devices associated with sterilization or fertility procedures. The DOC's reimbursement of implants is subject to the following conditions:
- a. Implants must be billed at invoice cost, plus ten percent (10%) less any rebates and/or discounts received by the ASC. Implants shall be billed using the most descriptive CPT/HCPCS code and DOC will allow up to the net cost plus ten percent (10%), including shipping, handling, and tax. Shipping, handling and tax must be prorated for the billed implant for invoices including supplies other than the billed implant. If there is no CPT/HCPCS code available for a certain implant, the DOC will accept the appropriate unlisted CPT/HCPCS code with an explanation of each item and the corresponding charge.
  - b. Upon request, the DOC requires the actual invoice for the implant billed.

- c. The DOC requires the ASC to include a description of implant items on both electronic and paper claims.
  - d. The DOC may conduct quarterly retrospective audits of the ASC's charges for implants. Upon the occurrence of an audit, the 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 ASC has twenty (20) days to submit this information to the DOC. During the audit, if the DOC finds that the ASC is billing more than acquisition costs, plus ten percent (10%), the ASC will be required to refund any overpayments made by the DOC to the ASC and to provide copies of invoices for all subsequent claims submitted prior to payment. If the ASC continues to bill above the acquisition cost, or does not provide copies of requested invoices with the required timeframe then, the DOC will no longer allow reimbursement to the ASC for implants as a separate reimbursable item.
- 6.11 If an ASC bills a CPT/HCPCS code that the DOC considers to be part of another more comprehensive code that is also billed for the same patient on the same date of service, only the more comprehensive code is covered for purposes of reimbursement. If more than one surgical procedure is performed in the same operative session, the procedure in the more comprehensive ASC Payment Group will receive full payment and the remaining procedure(s) will be allowed at fifty percent (50%) of the reimbursement rate for the next covered ASC Payment Group. If more than one procedure in the same ASC Payment Group is performed, one procedure will be reimbursed the full payment and the remaining procedure(s) will be reimbursed at fifty percent (50%) of the reimbursement rate.
- 6.12 The ASC agrees not to charge more for Medical Services than the amount normally charged (excluding Medicare) by the ASC to other patients for similar services. The ASC's usual charges may be requested by the DOC and verified through an audit.
- 6.13 The ASC shall bill the DOC on Form CMS 1500 in the manner prescribed by CMS guidelines and in accordance with the CMS 1500 Manual for the state in which the ASC operates. The ASC shall bill the DOC within six (6) months of the date of services or the date of discharge. This provision shall not apply in cases involving litigation or multiple payors.
- 6.14 The DOC shall reimburse the ASC within 45 days of receipt of billings that are accurate, complete and otherwise in accordance with this Contract and the laws governing the same. See: 74 O.S. § 1328. The DOC will not be responsible for the delay of reimbursement due to circumstances beyond the DOC's control.
- 6.15 The ASC shall not charge the Inmate for Medical Services denied during Pre-Certification procedures described in Section VII or for Facility Services excluded for payment when provided in an ASC setting, unless the ASC has obtained a written waiver from that Inmate. Such a waiver shall be obtained only upon the

denial prior to the provision of those Medical Services. The waiver shall clearly state that the Inmate shall be responsible for payment of Medical Services denied by the DOC.

- 6.16 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 Inmates at no cost to the DOC.

## **VII. UTILIZATION REVIEW**

- 7.1 The ASC shall use best efforts to adhere to and cooperate with the DOC's Pre-Certification and Prior Authorization procedures. These procedures do not guarantee that benefits are payable, but assure that the Medical Services to be provided are covered by the DOC.

- 7.2 The ASC, or its representative, shall notify the DOC of outpatient surgical procedures outlined at Section 7.3 of this Contract. A request for Pre-Certification shall be made at least three days prior to the scheduled outpatient surgical procedure. A request for certification shall be made within one working day after an emergency outpatient surgical procedure. Such notification shall be at no charge to the DOC or the Inmate. Failure to comply with Pre-Certification shall result in the ASC's reimbursement being penalized by ten percent (10%) if Medical Necessity is confirmed retrospectively and, if not confirmed, there shall be no reimbursement.

- 7.3 The ASC shall notify the DOC of certain specific outpatient surgical procedures. Approval for medical necessity is needed for the following outpatient surgical procedures:

- Blepharoplasty
- Rhinoplasty
- Breast Implant Removal
- Scar Revision
- Breast Reduction
- Panniculectomy
- Surgical Treatment of Varicose Veins

- 7.4 The certification requirements are intended to assure medical services are provided to Inmates at the appropriate level of care in the appropriate setting. In no event is it intended that the procedures interfere with the physician's or ASC's decision to order admission or discharge of the patient to or from the hospital.

- 7.5 The DOC shall maintain review procedures and screening criteria that take into account professionally acceptable standards for quality medical care in the community. The DOC shall consider all relevant information concerning the Inmate before medical necessity is approved or denied.

- 7.6 The DOC shall respond to requests for certification by immediately assigning a code number to each request.
- 7.7 At the time of the certification request, the ASC should be prepared to submit the following information:
- a. Inmate's name and identification number,
  - b. age and sex,
  - c. diagnosis,
  - d. planned procedure or surgery,
  - e. scheduled date of surgery,
  - f. name of place services are to be performed,
  - g. name of physician, and
- 7.8 The DOC shall not retrospectively deny any previously approved care. The ASC shall update the DOC as the Inmate's condition or diagnosis changes.
- 7.9 The ASC may submit a formal written appeal to the DOC to request reconsideration of any non-approved services.
- 7.10 The ASC shall request Pre-Certification before the admission or referral of Inmates to non-Network hospitals. The DOC shall review Emergency referrals to non-Network hospitals to determine whether the admission was Medically Necessary and an Emergency as defined in this Contract.
- 7.11 The ASC shall request prior authorization from the DOC for the following:
- a. home health care,
  - b. durable medical equipment,
  - c. home infusion therapies.

## **VIII. LIABILITY AND INSURANCE**

- 8.1 Neither party to this Contract, the DOC nor the ASC, 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.
- 8.2 The ASC shall be required to obtain general and medical liability coverages for claims of acts and omissions of the ASC 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 One Million Dollars (\$1,000,000) per incident, when the ASC is not regulated by statute. The DOC shall be notified 30 days prior to cancellation. If coverage is lost or reduced below specified limits, DOC may cancel this contract.

## **X. DISPUTE RESOLUTION**

10.1 The DOC and the ASC 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 Section shall interfere with either party's rights under Section XI.

## **XI. TERM AND TERMINATION**

11.1 The DOC and the ASC agree that amendments to this Contract shall be implemented according to section 12.5. However, DOC intends to annually review and modify the terms in Exhibits A and B to coincide with current state and/or federal guidelines.

11.2 Either DOC or the ASC 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 the DOC or the ASC 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 on-site access, at no cost to the DOC, to the ASC'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 6.16.

11.5 This Contract shall terminate with respect to an ASC:

- a) upon the loss or suspension of the ASC's license to operate in the state of residence, AAAHC/JCAHO/Medicare certification; or
- b) if the ASC does not maintain 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 DOC and the ASC, shall 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 DOC and the ASC that only those with regard to termination by either party of participation in the Contract must be sent by U.S. Postal Service certified mail, a return receipt requested. At no other time when notice is required by this Contract is there an obligation by the DOC and the ASC to use certified mail, provided however, in the event of a dispute as to whether a notice has been

received, receipt shall be deemed to have occurred only if evidenced by certified mail, return receipt, or other affirmative evidence of return receipt.

- 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 ASC concerning the provision of Medical 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 DOC and the ASC.
- 12.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules. 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 DOC and the ASC.

# SIGNATURE PAGE

## THE OKLAHOMA DEPARTMENT OF CORRECTIONS AMBULATORY SURGERY CENTER PROVIDER CONTRACT

The Oklahoma Department of Corrections (DOC) and the entity executing this Contract as the Ambulatory Surgery Center (ASC) incorporate by reference the terms and conditions of the DOC Ambulatory Surgery Center Network Provider Contract (Contract) into this Signature Page. The DOC and the ASC 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 ASC. The original of the signed document will remain on file in the Provider Relations office of the DOC.

**FACILITY:**

Signature Date: \_\_\_\_\_

Name of ASC (typed or printed):  
\_\_\_\_\_  
\_\_\_\_\_

Name: (typed or printed)  
\_\_\_\_\_  
\_\_\_\_\_

Signature:  
\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Primary Service Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
Director or Chief Medical Officer  
Department of Corrections  
3400 M. L. King  
Oklahoma City, Ok 73111

**Approved as to form:**

\_\_\_\_\_  
Michael T. Oakley, General Counsel

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