

State of Oklahoma
Department of Corrections
Dental Contract

This contract applies to the following providers:

Dentists
Orthodontists
Periodontists
Oral Surgeons

Table of Contents

I.	RECITALS.....	1
II.	DEFINITIONS.....	1
III.	RELATIONSHIP BETWEEN DEPARTMENT AND THE DENTIST.....	2
IV.	DENTIST SERVICES AND RESPONSIBILITIES.....	2
V.	DEPARTMENT SERVICES AND RESPONSIBILITIES.....	3
VI.	COMPENSATION AND BILLING.....	3
VII.	LIABILITY AND INSURANCE.....	4
VIII.	MARKETING, ADVERTISING AND PUBLICITY.....	4
IX.	DISPUTE RESOLUTION.....	4
X.	TERM AND TERMINATION.....	4
XI.	GENERAL PROVISIONS.....	5

APPENDIX:

CONTRACT SIGNATURE PAGE

Oklahoma Department of Corrections Dental Contract

It is hereby agreed between the Oklahoma Department of Corrections and the Dentist named on the signature page, that the Dentist shall be a Provider in the Oklahoma Department of Correction's 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 Dentist. It in no way is meant to impact on the Dentist's decision as to what is considered appropriate dental treatment.

I. RECITALS

- 1.1 The Oklahoma Department of Corrections (Department) is a statutory body created by 57 O.S. 1980, § 505 et seq., as amended, 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.
- 1.2 The Dentist is duly licensed by the state of practice as a practitioner of dentistry or recognized dental specialty and satisfies additional credentialing criteria as established by the Department.
- 1.3 The intent of this Contract is to provide access to enhanced quality dental care, utilizing managed care components, at an affordable, competitive cost to the Department for the benefit of the inmates under its care, custody, and control.
- 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 Dentist for a specific procedure in accordance with the provisions in Article VI of this Contract. The Dentist shall charge the usual and customary fee unless the fee schedule limits otherwise.
- 2.2 "Credentialing Plan" means a general guide and process for the acceptance, cooperation and termination of participating dentists and other health care providers.
- 2.3 "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)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)).

- 2.4 "Dental" means belonging to the study and practice of dentistry or a dental specialty for the prevention, alleviation or management of an adverse medical/dental 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/dental condition, and
 - b) provided for the diagnosis and treatment of the medical/dental condition, and
 - c) within standards of acceptable, prudent dentistry practice within the community, and
 - d) not primarily for the convenience of the inmate, the inmate's dentist or another provider, and
 - e) any condition which, if left untreated, could reasonably result in serious medical or dental consequences, or cause loss or irreversible damage of the affected part(s), and
 - f) the most appropriate supply or level of service that can safely be provided.
- 2.6 "Dental Services" means the professional services provided by a Network Dentist and covered by the Department.
- 2.7 "Network Provider" means a licensed dental practitioner who has entered into this Contract with the Department to accept scheduled reimbursement for covered dental services provided to inmates.
- 2.8 "Pre-estimation" means the itemization of proposed dental services and the expected charges prior to treatment.
- 2.9 "Third Party Payer" means an insurance company or other entity making payment directly to the Dentist on behalf of the Department.

III. RELATIONSHIP BETWEEN THE DEPARTMENT AND THE DENTIST

- 3.1 The Department has negotiated and entered into this Contract with the Dentist on behalf of the individuals who are inmates under the care, custody and control of the Department. The Dentist is an independent contractor who has entered into this Contract to become a Network Dentist and is not, nor is intended to be, the employee, agent or other legal representative of the Department 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 Department and the Dentist agree that all of the parties hereto shall respect and observe the dentist/patient relationship that will be established and maintained by the Dentist. The Dentist may choose not to establish a dentist/patient relationship if the Dentist would have otherwise made the decision not to establish a dentist/patient relationship had the patient not been an inmate. The Dentist reserves the right to refuse to furnish services to an inmate

in the same manner as he 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, including but not limited to, an inmate or a Network Dentist other than the Dentist named in this Contract.

IV. DENTIST SERVICES AND RESPONSIBILITIES

- 4.1 The Dentist agrees to provide quality dental care in a cost efficient manner.
- 4.2 For the purpose of reimbursement, the Dentist shall provide services to inmates that are deemed appropriate, and covered by the Department.
- 4.3 The Dentist agrees to make reasonable effort to refer covered inmates to other Network Providers. Failure of the Dentist to use Network Providers will result in a review pursuant to the credentialing plan.
- 4.4 The Dentist shall prescribe for the Department's inmates medications identified on the adopted formulary or explain, in writing, on behalf of the inmate to the Department why it is inappropriate to do so.
- 4.5 The Dentist shall submit a current, complete and accurate Oklahoma Uniform Credentialing Application (ODH Form 606) and EGID OUCA Supplement as allowed under OK §63-1-106.2 and Laws 1998, c. 210, § 1 which are incorporated herein by reference. The Dentist shall notify the Department's Network Manager 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.
- 4.6 The Dentist shall reimburse the Department for any overpayments made to the Dentist within 30 days of the Dentist's receipt of the overpayment notification.
- 4.7 The Dentist shall submit to a patient record audit upon 48 hours advance notice.

V. DEPARTMENT'S SERVICES AND RESPONSIBILITIES

- 5.1 The Department agrees to pay the Dentist compensation pursuant to the provisions of Article VI, subject to appropriate application of procedural coding recommendations.
- 5.2 The Department agrees to continue listing the Dentist as a Network Provider until this Contract terminates.
- 5.3 The Department agrees to provide the Dentist access to a listing of all Network Providers.
- 5.4 The Department agrees to adhere to confidentiality of patient's records and to only release pertinent clinical information in accordance with state and federal guidelines.

- 5.5 The Department shall give a 48 hour notice prior to an audit.
- 5.6 The Department shall maintain a pre-estimation program in order to aid in making decisions that will maximize dental benefits and reduce financial risk.

VI. COMPENSATION AND BILLING

- 6.1 The Dentist shall seek payment only from the Department for the provision of dental services except as provided in paragraphs 6.3 and 6.4. The payment from the Oklahoma Department of Corrections shall be limited to the amounts referred to in paragraph 6.2.
- 6.2 The Department agrees to pay the Dentist's billed charge for each procedure or the fee set by the Department for that procedure, whichever is less.
 - a) The Department shall have the right to categorize what shall constitute a procedure. The Department's financial liability shall be limited to the procedures allowable as determined by the Department, paid by applying appropriate coding methodology, whether the Dentist has billed appropriately or not.
 - b) The Dentist agrees not to charge more for dental services to inmates than the amount normally charged by the Dentist to other patients for similar services. The Dentist may, however, contract with other third party payers for services. The Dentist's usual and customary charges may be requested by the Department and verified through an audit.
- 6.3 The Dentist shall bill the Department on forms acceptable to the Department within 60 days of providing the dental services. The Dentist shall use the current ADA codes or CPT codes when appropriate. The Dentist shall furnish, upon request at no cost, all information, including dental records and x-rays, reasonably required by the Department to verify and substantiate the provision of dental services and the charges for such services if the Dentist is seeking reimbursement through the Department.
- 6.4 The Department shall reimburse the Dentist within 30 days of receipt of billings that are accurate, complete and otherwise in accordance with Article VI of this Contract. The Department will not be responsible for delay of reimbursement due to circumstances beyond the Department's control.
- 6.5 The Department shall have the right at all reasonable times and to the extent permitted by law to inspect and duplicate all dental billing records relating to dental services rendered to covered inmates at no cost to the Department or the inmate.

VII. LIABILITY AND INSURANCE

- 7.1 Neither party to this Contract, the Department nor the Dentist, 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.

- 7.2 The Dentist, at his/her sole expense, shall maintain a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate of insurance coverage for professional liability.

VIII. MARKETING, ADVERTISING AND PUBLICITY

- 8.1 The Department shall have the right to use the name, office address, telephone number and specialty of the Dentist for purposes of informing Department liaisons at each inmate facility of the identity of the Network Providers.
- 8.2 The Dentist, upon prior approval of the Department, shall have the right to publicize the Dentist's status in the Department's Network of Providers.

IX. DISPUTE RESOLUTION

- 9.1 The Department and the Dentist 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

- 10.1 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 10.2.
- 10.2 Either party may terminate this Contract with or without cause, upon giving 30 day notice pursuant to 11.2.
- 10.3 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.
- 10.4 This Contract shall terminate with respect to a Dentist upon:
- a) the loss or suspension of the Dentist's license to practice medicine in the state of practice; or
 - b) failure to maintain Dentist's professional liability insurance in accordance with this Contract.
- 10.5 Following the effective date of termination, 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 effective date of termination of this Contract.
- 10.6 Following termination of this Contract, the Department shall continue to have access to the Dentist'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 6.9.

XI. GENERAL PROVISIONS

- 11.1 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.
- 11.2 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. The Network Newsletter serves as the primary method by which providers receive all other notifications mandated by the terms of the provider contracts. These notices from EGID may be sent via electronic newsletters distributed electronically to each Network Provider's correspondence email address. Printed newsletters are sent via the postal service to the mailing address on record for providers without internet access or those who have undeliverable email addresses.
- 11.3 Notwithstanding the provisions of Paragraph 11.1 of this Contract, the Department may appoint an Administrator to administer any of the terms of the Network Contract referenced herein, and any and all duties or acts required of the Department under this Contract and to receive any notices required by this Contract.
- 11.4 This Contract, together with its exhibits, contains the entire agreement between the Department and the Dentist relating to the rights granted and the obligations assumed by the parties concerning the provision of 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.
- 11.5 This Contract, or any part, section or exhibit of, or attached to it, may be amended at any time during the term of the Contract by mutual written consent of duly authorized representatives of the Department and the Dentist.
- 11.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules and Regulations. 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.
- 11.7 The terms and provisions of this Contract shall be deemed to be severable one from the other, and the determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this entire Contract, or any one of them, in accordance with the intent and purpose of the parties hereto.

11.8 All Providers certify that neither they 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.

State of Oklahoma
Department of Corrections
Dental Contract Signature Page

When signed by both parties below, this constitutes agreement and acceptance of all terms and conditions contained in the Dental Contract. The DOC and the Dentist 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 Dentist. 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 a part of the contract.

FOR THE DENTIST:

FOR DOC:

Name (Typed or Printed)

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

Signature

NPI

Federal Tax ID Number

Primary Service Address:

Please return the completed Application, Signature Page, and required attachments to:

Oklahoma Department of Corrections
ATTN: Network Management
P.O. Box 57630
Oklahoma City, OK 73157-7630
Phone: 405-717-8750 or 866-573-8462
Fax: 405-717-8977