

# **State of Oklahoma**

## **Department of Corrections**

### **Provider Contract**

This contract applies to the following providers:

Audiologists  
Certified Nurse Practitioners  
Certified Orthotists  
Certified Prosthetists  
Chiropractors  
Clinical Nurse Specialists  
Licensed Alcohol & Drug Counselors  
Licensed Behavioral Practitioners  
Licensed Clinical Social Workers  
Licensed Dietitians  
Licensed Marital Family Therapists  
Licensed Professional Counselors  
Occupational Therapists  
Ocularists  
Optometrists  
Physical Therapists  
Psychologists  
Speech Language Therapists

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APPENDIX:

CONTRACT SIGNATURE PAGE

# **Oklahoma Department of Corrections**

## **Provider Contract**

It is hereby agreed between the Oklahoma Department of Corrections, and the Provider named on the signature page, that the provider 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 Department of Corrections to the Provider. It in no way is meant to impact on the Provider's decision as to what he or she considers appropriate medical treatment.

### **I. RECITALS**

- 1.1 The Oklahoma Department of Corrections (hereinafter, Department) is a statutory body created by 57 O.S. 1989, § 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 Provider is duly licensed or certified by the State of Oklahoma as a practitioner of the healing arts and satisfies additional credentialing criteria as established by the Department.
- 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 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 Provider for a specific procedure in accordance with the provisions in Article VI of this Contract. The Provider shall charge the usual and customary fee unless the fee schedule limits otherwise.
- 2.2 "Concurrent Review" means a function performed by the Department or its designee that determines and updates medical necessity for continued inpatient hospitalization.
- 2.3 "Credentialing Plan" means a general guide and process for the acceptance, cooperation and termination of participating Providers and other health care professionals.
- 2.4 "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)).

- 2.5 “Inmate” means a person who has been sentenced to a term of incarceration with the Department or an offender that Oklahoma law requires the Department provide medical care for.
- 2.6 "Hospital Services" means those acute care inpatient and outpatient hospital services that are medically necessary for the well-being and health of an inmate.
- 2.7 "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.
- 2.8 "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 Inmate's health care Provider, 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. For hospital stays, this means that the acute care as an inpatient 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.
- 2.9 "Medical Services" means the professional services provided by a Network Provider and are medically necessary for the well-being and health of an inmate.
- 2.10 "Network Provider" means a licensed practitioner of the healing arts who has entered into this Contract with the Department to accept scheduled reimbursement for covered health services provided to inmates.
- 2.11 "Prior Authorization" means a function performed by the Department to review for Medical Necessity in identified areas of practice as defined at Article VII of this contract, prior to services being rendered.
- 2.12 "Third Party Payer" means an insurance company or other entity making payment directly to the Provider on behalf of the Department.
- 2.13 “Certification” means a function performed by the Department or its designee to review and certify medical necessity for emergency, holiday or weekend surgeries and observation stays with duration of more than twenty-four (24) hours within one (1) working day after services are incurred.

### **III. RELATIONSHIP BETWEEN THE DEPARTMENT AND THE PROVIDER**

- 3.1 The Department has negotiated and entered into this Contract with the Provider on behalf of the individuals who are Inmates under the care, custody and control of the Department. The Provider 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 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 Provider agree that all of the parties hereto shall respect and observe the Provider/patient relationship that will be established and maintained by the Provider. The Provider may choose not to establish a Provider/patient relationship if the Provider would have otherwise made the decision not to establish a Provider/patient relationship had the patient not been an inmate. The Provider reserves the right to refuse to furnish services to an inmate in the same manner as he/she 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 Provider other than the Provider named in this contract.

### **IV. PROVIDER SERVICES AND RESPONSIBILITIES**

- 4.1 The Provider agrees to provide quality health care in a cost efficient manner.
- 4.2 For the purpose of reimbursement, the Provider shall provide services to inmates that are medically necessary.
- 4.3 The Provider agrees to make reasonable effort to refer covered inmates to those Network Providers, with which the Department contracts, for medically necessary services that the Provider cannot or chooses not to provide. Failure of the Provider to use Network Providers will result in a review pursuant to the credentialing plan.
- 4.4 The Provider 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 medically inappropriate to do so.
- 4.5 The Provider shall participate in the Prior Authorization procedures provided in Article VII and for purposes of reimbursement to abide by decisions resulting from those reviews subject to rights of reconsideration, review and appeal.
- 4.6 The Provider 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 Provider shall notify the Department's Network Manager of any change in the information contained in the application within fifteen (15) days of such change, including resolved litigation listed as "pending" on the original application.

4.7 The Provider shall reimburse the Department for any overpayments made to the Provider within 30 days of the Provider's receipt of the overpayment notification.

4.8 The Provider 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 Provider compensation pursuant to the provisions of Article VI, subject to appropriate application of procedural coding recommendations.

5.2 The Department agrees to periodically provide the Provider with a list of all Network Providers

5.3 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.

5.4 The Department shall give a forty-eight-hour (48) notice prior to an audit.

5.5 The Department shall maintain a prior authorization program to aid in making decisions that will maximize medical benefits and reduce financial risk.

## **VI. COMPENSATION AND BILLING**

6.1 The Provider shall seek payment only from the Department for the provision of medical services except as provided in paragraphs 6.3 and 6.4. The payment from the Department shall be limited to the amounts referred to in paragraph 6.2.

6.2 The Department agrees to pay the Provider's billed charge for each procedure or the Schedule 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 Provider has billed appropriately or not.

b) The Provider agrees not to charge more for medical services to inmates than the amount normally charged (excluding Medicare) by the Provider to other patients for similar services. The Provider may, however, contract with other Third Party Payers for services. The Provider's usual and customary charges may be requested by the Department and verified through an audit.

6.3 The Provider shall bill the Department on forms acceptable to the Department within sixty (60) days of providing the medical services. The Provider shall use the current CPT codes with appropriate modifiers and ICD or DSM-3 diagnostic codes, when applicable. The Provider shall furnish, upon request at no cost, all information, including medical records, reasonably required by the Department to verify and substantiate the provision of medical services and the charges for such services if the Provider is seeking reimbursement through the Department.

- 6.4 The Department shall reimburse the Provider within thirty (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 medical and billing records relating to medical services rendered to covered inmates at no cost to the Department.

## **VII. UTILIZATION REVIEW**

- 7.1 The Provider shall adhere to and cooperate with the Department's Prior Authorization procedures.
- 7.2 A request for authorization shall be made within one (1) working day after an emergency admission or observation stay with duration greater than twenty-four (24) hours. Such notification shall be at no charge to the Department. Failure to comply with the prior authorization requirements shall result in the Provider'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 Provider or his/her representative shall notify the Department or its designee of any outpatient surgical procedure, which is to be accomplished outside the Provider's office.
- 7.4 The Prior Authorization Review requirements are intended to maximize benefits, assuring that hospital and medical services are provided to the inmate at the appropriate level of care. In no event is it intended that the procedures interfere with the Provider's decision to order admission or discharge of the inmate to or from the hospital.
- 7.5 The Department shall maintain review procedures and screening criteria that take into account professionally acceptable standards for quality medical care in the community. The Department or its designee shall consider all relevant information concerning the inmate before medical necessity is approved or denied.
- 7.6 At the time of the authorization request the Provider should be prepared to give the following information:
  - a) Inmate's name and DOC number,
  - b) Age and sex,
  - c) Diagnosis,
  - d) Reason for admission,
  - e) Scheduled date of admission,
  - f) Planned procedure or surgery,
  - g) Scheduled date of surgery,
  - h) Name of hospital,
  - i) Name of Provider, and
  - j) Inmate facility (i.e.: LARC, Mabel Bassett).

- 7.7 The Department shall not retrospectively deny any previously approved care. The Provider and/or his/her designee shall update the Department, or its designee, as the inmate's condition or diagnosis changes. Updated information may result in a change of the originally approved length of stay.
- 7.8 The Provider shall request prior authorization before the admission or referral of inmates to non-network hospitals except in cases of emergencies. The Department shall review emergency referrals to non-network hospitals to determine whether the admission was medically necessary and an emergency as defined in this Contract.
- 7.9 The Provider shall request prior authorization from the Department or its designee for the following:
- a) Solid organ transplantation, including ABMT/HDCT/Peripheral stem cell recovery,
  - b) Durable medical equipment,
  - c) Mental health/substance abuse (day and residential treatment),
  - d) Bone growth stimulators, and
  - e) Breast surgeries, implants, reductions and reconstruction.
  - f) Any other procedure not included in the authorization.

## **VIII. LIABILITY AND INSURANCE**

- 8.1 Neither party to this Contract, the Department nor the Provider, 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.
- 8.2 The Provider, at his/her sole expense, shall maintain a minimum of one million dollars (\$1,000,000) per occurrence and one million (\$1,000,000) aggregate of insurance coverage for professional liability. If the hospital at which the Provider has admitting privileges has a lower liability limit, the Provider is required to maintain liability pursuant to this Contract.

## **IX. MARKETING, ADVERTISING AND PUBLICITY**

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

## **X. DISPUTE RESOLUTION**

- 10.1 The Department and the Provider 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 Either party may terminate this Contract with or without cause, upon giving 30 day notice pursuant to 12.2.
- 11.2 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.
- 11.3 This Contract shall immediately terminate, without notice, with respect to a Provider upon:
  - a) the loss or suspension of the Provider's license to practice medicine in the State of Practice; or
  - b) failure to maintain Provider's professional liability insurance in accordance with this Contract.
- 11.4 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.
- 11.5 Following termination of this Contract, the Department shall continue to have access to the Provider records of care and services provided to inmates for five (5) years from the date of provision of the services to which the records refer as set forth in Paragraph 6.5.

## **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. 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.
- 12.3 Notwithstanding the provisions of Paragraph 12.1 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.

- 12.4 This Contract, together with any exhibits, contains the entire agreement between the Department and the Provider relating to the rights granted and the obligations assumed by the parties 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, 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 Provider.
- 12.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules. 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.
- 12.7 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.
- 12.8 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.

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**State of Oklahoma**  
**Department of Corrections**  
**Provider Contract Signature Page**

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When signed by both parties below, this constitutes agreement and acceptance of all terms and conditions contained in the Provider Contract. The DOC and the Provider 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 Provider. 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 PROVIDER:**

**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**