State of Oklahoma

Department of Rehabilitation Services

Provider

Durable Medical Equipment

Contract

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DEPARTMENT OF REHABILITATION SERVICES
DURABLE MEDICAL EQUIPMENT CONTRACT

It is hereby agreed between the Department of Rehabilitation Services and the Durable Medical Equipment vendor named on the signature page, that the Durable Medical Equipment vendor shall be a Provider in the Department of Rehabilitation Services' network of providers.

This contract is entered into for the purpose of defining the conditions for reimbursement by the Department of Rehabilitation Services to the Provider. It in no way is meant to impact on the Provider's decision as to what is considered appropriate Durable Medical Equipment services.

I. RECITALS

1.1 The Department of Rehabilitation Services (DRS), is a statutory body created by 74 O.S. § 166.1, as amended, to administer and manage a certain program of medical care for persons eligible for public assistance.

1.2 The Provider is a Durable Medical Equipment vendor that is duly licensed by the State of Practice and satisfies additional criteria as established by the DRS.

1.3 The intent of this Contract is to provide access to enhanced quality Durable Medical Equipment at an affordable, competitive cost to the DRS and its beneficiaries.

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 Durable Medical Equipment vendor for a specific product 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 "Emergency" means a sudden onset of a medical or mental condition displaying acute symptoms that are so severe that the absence of immediate medical attention could reasonably result in:

a) permanently placing the patient's health in jeopardy; or
b) causing other serious medical consequences; or
c) causing serious impairment to bodily functions; or
d) causing serious and permanent dysfunction of any body organ or part.

2.3 "Durable Medical Equipment" (DME) means those services provided by a Network Durable Medical Equipment vendor that are pre-authorized by the DRS.

2.4 "Medical" means belonging to the study and practice of medicine for the prevention, alleviation or management of a physical or mental defect, illness, or condition.

2.5 "Medically Necessary" means services or supplies that, under the provisions of this Contract, are determined to be:

a) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition, and
b) provided for the diagnosis and treatment of the medical condition, and
c) within standards of acceptable, prudent medical practice within the community, and
d) not primarily for the convenience of the beneficiary, the beneficiary's 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 Beneficiary is receiving or the severity of the Beneficiary's condition, and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.

2.6 "Beneficiaries" means all persons eligible for benefits provided by DRS as determined by established criterion.

2.7 "Network Provider" means a Durable Medical Equipment vendor who has entered into this Contract with the DRS to accept scheduled reimbursement for pre-authorized Durable Medical Equipment services provided to beneficiaries.

2.8 “Prior Authorization” means a function performed by the DRS to assess the health care services available to the beneficiary and authorize appropriate services prior to services being rendered.

2.9 "Third Party Payor" means an insurance company or other entity making payment directly to the Provider on behalf of the DRS.

III. RELATIONSHIP BETWEEN THE DRS AND THE DURABLE MEDICAL EQUIPMENT VENDOR

3.1 The DRS has negotiated and entered into this Contract with the Provider on behalf of the individuals who are Beneficiaries of DRS. 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 DRS 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 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, a beneficiary or a Network Provider other than the Provider named in this contract.

IV. DURABLE MEDICAL EQUIPMENT VENDOR SERVICES AND RESPONSIBILITIES

4.1 The Provider agrees to provide quality Durable Medical Equipment services in a cost efficient manner.

4.2 For the purpose of reimbursement, the vendor shall provide Durable Medical Equipment services to beneficiaries that are medically necessary and pre-authorized under the established benefits of the DRS.

4.3 The Provider agrees to submit billing data and records of treatment in the manner and form prescribed by the DRS. The individual's medical case records will be available during regular working hours to authorized representatives of the DRS. The Provider agrees to retain one copy of the billing data and records of treatment and all other records upon which a claim is based, in its file for a period of 6 years.

4.4 It is understood that any person seeking medical services has the right to make application for payment on his behalf by the DRS for compensable services provided by the Provider. The Provider and/or Provider's office staff agrees to assist the patient in making application for such care and services.

4.5 The Provider shall participate in the Prior Authorization procedures as established by the DRS.

4.6 The Provider shall accurately complete the Network Provider application that is attached to and made part of this Contract. The Provider shall notify the DRS' 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.

4.7 The Provider shall submit to a patient record audit upon 48 hours advance notice.

4.8 Authorized representatives of the DRS and/or the Secretary of Education shall have the right to make physical inspections of the Provider's office and to examine such records as they relate to financial statements submitted under this Contract or to payments claimed by the Provider under this Contract; and to conduct audits of the financial records of the Provider at any time, as provided by the Code of Federal Regulations, Title 34 § 74.53.

4.9 The Provider agrees that all information provided is true, accurate and complete. The Provider understands that payment and satisfaction of all claims will be from Federal and State funds, and that any false claims, statements or documents, or concealment of a material fact, may subject Provider to prosecution under applicable Federal and State laws. The Provider further agrees that work, services or materials shown by any invoice or claim have been completed or supplied in accordance with the plans, specifications, order or requests furnished. The Provider further agrees that no payment has been made, given or donated or agreed to pay, give or donate, either directly or indirectly to any elected official, officer or employee of the State of Oklahoma of money or any other thing of value to obtain payment.

4.10 The Provider agrees to disclose to the DRS, prior to approval or renewal of this Contract, the name of any person who has an ownership or controls an interest in, or is an agent or managing employee of the Provider who has been convicted of a criminal offense related to such person's involvement in any program under Titles V, XVIII, XIX, or XX of the Social Security Act since inception of these programs.

4.11 The Provider shall disclose ownership and control interests at the time of entering into this Contract on the required Federal reporting form and at other times that the DRS or the Secretary of Education, may require and in a form designated by the DRS.

4.12 The Provider agrees to submit, within 35 days of the date on a request by the DRS or Secretary of Education, full and complete information about:

a) The ownership of any subcontractor with whom the Provider has had business transactions totaling more than $25,000 during the twelve month period ending on the date of the request;
b) Any significant business transactions between the Provider and any wholly owned supplier, or between the Provider and subcontractor, during the 5 years period ending on the date of the request.

4.13 The Provider agrees and understands that payment cannot be made by the DRS to vendors providing care and/or services under Federally-assisted programs unless care and/or service is provided without discrimination on the grounds of race, color, national origin, handicap or unless program enabling legislation permits on the basis of age. This assures DRS is in compliance with the Department of Education, Regulations, Title 34, Code of Federal Regulations, § 76.500 (which implements Title VI and Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973 as amended, the Age Discrimination Act of 1975 and the Americans with Disabilities Act). These laws and regulations prohibit excluding from participation in, denying the benefits of, or subjecting to discrimination, under any program or activity receiving Federal Financial Assistance, any person on the grounds of race, color, national origin, any qualified person on the basis of handicap or without distinctions made on the basis of age except as legislatively permitted or required. Written complaints of non-compliance with either law should be made to the Director of Rehabilitation Services, 3535 N.W. 58th, Suite 500, Oklahoma City, Oklahoma 73112, or the Secretary of Education, Washington, D.C., or both.

V. DRS SERVICES AND RESPONSIBILITIES

5.1 The DRS agrees to pay the Provider compensation pursuant to the provisions of Article VI.

5.2 The DRS agrees to grant the Provider the status of "Network Provider" and to identify the Provider as a Network Provider on informational materials disseminated to beneficiaries.

5.3 The DRS agrees to continue listing the Provider as a Network Provider until this Contract terminates.

5.4 The DRS agrees to provide the vendor access to a list of all Network Providers.

5.5 The DRS agrees to provide appropriate documentation to beneficiaries for the verification of prior authorization procedures and to establish the provision of appropriate health care.

5.6 The DRS agrees to adhere to confidentiality of patient's records and to only release pertinent clinical information in accordance with State and Federal guidelines.

5.7 The DRS shall give a forty-eight (48) hours notice prior to an audit.

5.8 The DRS shall establish and maintain prior authorization procedures.

VI. COMPENSATION AND BILLING

6.1 The Provider shall seek payment only from the DRS for the provision of Durable Medical Equipment services except as provided in paragraph 6.3. The payment from the DRS shall be limited to the amounts referred to in paragraph 6.2.

6.2 The DRS agrees to pay the Provider's billed charge for each procedure or the fee set by the DRS for that procedure, whichever is less. The DRS shall have the right to categorize what shall constitute a procedure. The DRS and the beneficiary's financial liability shall be limited to the procedure's allowable as determined by the DRS, paid by applying appropriate coding methodology, whether the Provider has billed appropriately or not.

6.3 The Provider agrees to accept the payment from the DRS as full and complete a payment for services for recipients of public assistance. If the patient is a recipient of Medical Assistance, Rehabilitation Services only, payment from the Department shall represent payment in full except the Provider may collect an amount not to exceed that shown on DRS form, DRS-C-100, Medical Services Authorization.

6.4 The Provider shall refund within 30 days of discovery to the DRS any overpayments made by the DRS.

6.5 The Provider shall bill the DRS on forms acceptable to the DRS within 15 working days of providing the medical services. The Provider shall use the current HCPCS codes and ICD codes, when applicable. The Provider shall furnish, upon request at no cost, all information, including medical records, reasonably required by the DRS to verify and substantiate the provision of medical services and the charges for such services if the beneficiary and the Provider are seeking reimbursement through the DRS.

6.6 The DRS shall reimburse the Provider within 30 days of receipt of billings that are accurate, complete and otherwise in accordance with Article VI of this Contract. The DRS will not be responsible for delay of reimbursement due to circumstances beyond the DRS' control.

6.7 The Provider agrees to release all Provider liens for which payment has been made for Title XIX by the DRS and notify the DRS. However, this provision does not affect the Provider's entitlement to file a lien or liens for non-pre-authorized services.

6.8 The DRS 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 beneficiaries at no cost to the DRS or the beneficiary.

VII. UTILIZATION MANAGEMENT

7.1 The Provider shall adhere to and cooperate with the DRS's established Prior Authorization procedures. These procedures do not guarantee a beneficiary's eligibility or that benefits are payable, but assure the Provider that the medical services to be provided are pre-authorized under the plan.

7.2 The Durable Medical Equipment Vendor shall request prior authorization from the DRS or its designee for all Durable Medical Equipment products.

7.3 Prior Authorization procedures are intended to enable the DRS to ensure that services are provided at the appropriate level of care. In no event is it intended that the procedures interfere with the Provider's decision regarding the patient's care.

VIII. LIABILITY AND INSURANCE

8.1 Neither party to this Contract, the DRS 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 vendor's sole expense, shall maintain a minimum of $1,000,000 per occurrence of insurance coverage for professional liability.

IX. DISPUTE RESOLUTION

9.1 The DRS 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 X.

X. TERM AND TERMINATION

10.1 The term of this Contract shall be for one year commencing on the prescribed date, or the effective date on the signature page, whichever is later, 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 Provider upon failure to maintain Provider'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 DRS shall continue to have access to the Provider records of equipment provided to beneficiaries for 6 years from the date of provision of the services to which the records refer as set forth in Paragraph 6.8.

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 Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to the DRS at the mailing address below or the Provider at the mailing address listed on the Application. The notice shall be effective on the date indicated on the return receipt.

Department of Rehabilitation Services
ATTN: Network Management
P.O. Box 57630
Oklahoma City, OK 73157-7630

11.3 Notwithstanding the provisions of Paragraph 11.1 of this Contract, the DRS 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 DRS 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 DRS and the Provider relating to the rights granted and the obligations assumed by the parties concerning the provision of medical services to beneficiaries. 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 DRS and the Provider.

11.6 This Contract is subject to all applicable Federal laws, 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 Federal laws and State of Oklahoma statutes.

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 In accordance with Presidential Executive Order 12549, all providers certify that neither they nor their principals are presently debarred or suspended or otherwise ineligible for participation in federal assistance programs.

11.9 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.

11.10 As mandated by HB1086, the Transparency, Accountability, and Innovation in Oklahoma State Government 2.0 Act of 2011, all payments disbursed by the Office of the State Treasurer must be made solely through electronic funds transfer (EFT). Provider/facility hereby agrees to accept EFT payments by July 1, 2013. Provider acknowledges that all health and dental claims received after July 1, 2013, regardless of the date of service, will be denied pending receipt of additional information if EFT payment information is not on file as of July 1, 2013.

DEPARTMENT OF REHABILITATION SERVICES
DURABLE MEDICAL EQUIPMENT VENDOR APPLICATION

The DURABLE MEDICAL EQUIPMENT Application should be completed and returned to the Department of Rehabilitation Services Network Manager in its entirety, accompanied by any applicable attachments. Please retain the Network Provider DURABLE MEDICAL EQUIPMENT Contract for your records.

Please type or print your responses and complete all sections of this Application. If an area of inquiry is not applicable to the facility, please indicate as such. **If you need additional space, please attach additional sheets of paper and clearly indicate the item to which each sheet applies.**

GENERAL INFORMATION

Durable Medical Equipment Provider Name: _____

Federal Tax ID Number: _____

Medicare Number: _____

Physical Address: _____

_____
(City) (State) (Zip)

Telephone Number **:(_____)**_____

Fax Number :(_____) _____

Contact Person: _____

Email Address: _____

Mailing Address: _____

_____
(City) (State) (Zip)

Telephone Number **:(_____)**_____

Fax Number :(_____) _____

Contact Person: _____

Email Address: _____

Billing Address: _____

_____
(City) (State) (Zip)

Telephone Number **:(_____)**_____

Fax Number :(_____) _____

Contact Person: _____

Email Address: _____

ADDITIONAL LOCATIONS

Does your organization include more than one location? Yes ___No ___

If "Yes", please attach a list that includes the following information for each location: name, physical and billing addresses (if different), telephone number, contact person, and Federal Tax ID number. *Please complete and attach a separate W-9 form for each Federal Tax ID #.*

LICENSE INFORMATION

License Number: _____

Renewal Date: _____

Is the agency accredited by the Joint Commission? Yes ____No

If "Yes":

Joint Commission Number:_____

Date of the most current accreditation:

Renewal date: _____

INSURANCE INFORMATION

Please provide the following information about the agency's current professional liability insurance coverage:

Name of Carrier: _____

Policy Number: _____

Individual Occurrence Limit: _____

Aggregate limit: _____

ATTACHMENTS

Please attach a copy of each of the following documents to the completed application:

- Network Provider Durable Medical Equipment Contract Signature Page only

  (retain the Contract itself for your records)

- Face sheet of current professional liability insurance policy (minimum limits: $1,000,000.00 per occurrence)

- W-9 form for each tax ID number that will be used when submitting claims to DRS

- Joint Commission accreditation certificate copy (if applicable)

- Any other applicable documentation requested in this application

- Completed Electronic Funds Transfer Form with copy of voided check

EMPLOYEES GROUP INSURANCE DIVISION

HealthChoice | IDRS Oklahoma Department of Rehabilitation Services | DOC Department of Corrections Oklahoma

Electronic Funds Transfer (EFT) Form

SUPPLIER ONLY:

Legal Name of Corporate Owner: _____

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

PRACTITIONER ONLY:

Practitioner's Name: _____

SSN: _____ Federal Tax ID #: _____

BANKING INFORMATION

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

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

Financial Institution: _____

Account Number: _____ Routing Number: _____

☐ Checking ☐ Savings

BILLING/REMIT

Name Submitted on Claims: _____

Billing Office Name (if applicable): _____

Billing Address: _____

_____
(City) (State) (Zip)

AUTHORIZED SIGNATURE

Signature: _____ Date: _____
(Required)

Printed Signature Name: _____ Phone Number: _____

Please mail, fax or email the completed form to:

EGID
Attn: Network Management
3545 N.W. 58th Street, Suite 600
Oklahoma City, OK 73112
Phone: 405-717-8790 or 1-800-543-6044
Fax: 405-717-8977
EGIDNetworkManagement@sib.ok.gov

DEPARTMENT OF REHABILITATION SERVICES
DURABLE MEDICAL EQUIPMENT CONTRACT
SIGNATURE PAGE

When signed by both parties below, this constitutes agreement and acceptance of all terms and conditions contained in the Durable Medical Equipment Contract to be effective the date denoted on the copy of the executed Signature Page returned to the Provider.

1) The original of this signed document will remain on file in the office of the Department of Rehabilitation, and a copy will be returned to the Provider.
2) By signing, both parties agree that this document shall become a part of the Contract

DURABLE MEDICAL EQUIPMENT PROVIDER NAME:

_____
(Please print or type)

SIGNATURE DATE:

_____

NAME:

_____
Signature

FEDERAL TAX ID NUMBER:

_____

PRIMARY OFFICE ADDRESS:

_____

_____

_____

FOR THE DEPARTMENT OF REHABILITATION SERVICES

_____
Michael O'Brien, Ed. D., Director
Department of Rehabilitation Services
3545 NW 58th, Suite 500
Oklahoma City, OK 73112

Please return completed application, signature page and attachments to:

Department of Rehabilitation Services
Attn: Network Management
P.O. Box 57630
Oklahoma City, OK 73157-7630
Phone: 1-405-717-8921 or toll-free 1-888-835-6919
Fax: 1-405-717-8977