

**State of Oklahoma**  
**Department of Corrections**  
**Network Physician**  
**Contract**

This Contract applies to the following providers:

Certified Registered Nurse Anesthetists  
Doctors of Osteopathy  
Medical Doctors  
Podiatrists

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CONTRACT SIGNATURE PAGE

# **Oklahoma Department of Corrections**

## **Physician Contract**

It is hereby agreed between the Oklahoma Department of Corrections, and the Physician named on the signature page, that the provider shall be a Physician in the Oklahoma Department of Correction's network of physicians.

This contract is entered into for the purpose of defining the conditions for reimbursement by the Department of Corrections to the Physician. It in no way is meant to impact on the Physician'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 Physician 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 Physician for a specific procedure in accordance with the provisions in Article VI of this Contract. The Physician 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 Physicians 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 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 Physician, 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 Physician 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 Physician 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 PHYSICIAN**

- 3.1 The Department has negotiated and entered into this Contract with the Physician on behalf of the individuals who are Inmates under the care, custody and control of the Department. The Physician is an independent contractor who has entered into this Contract to become a Network Physician 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 Physician agree that all of the parties hereto shall respect and observe the Physician/patient relationship that will be established and maintained by the Physician. The Physician may choose not to establish a Physician/patient relationship if the Physician would have otherwise made the decision not to establish a Physician/patient relationship had the patient not been an inmate. The Physician 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 Physician other than the Physician named in this contract.

#### **IV. PHYSICIAN SERVICES AND RESPONSIBILITIES**

- 4.1 The Physician agrees to provide quality health care in a cost efficient manner.
- 4.2 For the purpose of reimbursement, the Physician shall provide services to inmates that are medically necessary.
- 4.3 The Physician agrees to make reasonable effort to refer covered inmates to those Network Physicians, with which the Department contracts, for medically necessary services that the Physician cannot or chooses not to provide. Failure of the Physician to use network Physicians will result in a review pursuant to the credentialing plan.
- 4.4 The Physician 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 Physician 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 Physician 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 Physician 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 Physician shall reimburse the Department for any overpayments made to the Physician within 30 days of the Physician's receipt of the overpayment notification.
- 4.8 The Physician 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 Physician 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 Physician with a list of all Network Physicians.
- 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 Physician 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 Physician'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 Physician has billed appropriately or not.
  - b) The Physician agrees not to charge more for medical services to inmates than the amount normally charged (excluding Medicare) by the Physician to other patients for similar services. The Physician may, however, contract with other Third Party Payers for services. The Physician's usual and customary charges may be requested by the Department and verified through an audit.
- 6.3 The Physician shall bill the Department on forms acceptable to the Department within sixty (60) days of providing the medical services. The Physician shall use the current CPT codes with appropriate modifiers and ICD or DSM-3 diagnostic codes, when applicable. The Physician 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 Physician is seeking reimbursement through the Department.
- 6.4 The Department shall reimburse the Physician 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 Physician 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 Physician'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 Physician or his/her representative shall notify the Department or its designee of any outpatient surgical procedure, which is to be accomplished outside the physician'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 Physician'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 Physician 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 Physician, and
  - j) Inmate facility (i.e.: LARC, Mabel Bassett).
- 7.7 The Department shall not retrospectively deny any previously approved care. The Physician 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 Physician 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 Physician 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 Physician, 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 Physician, 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 Physician has admitting privileges has a lower liability limit, the Physician 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 Physician for purposes of informing Department liaisons at each inmate facility of the identity of the Network Physician.
- 9.2 The Physician, upon prior approval of the Department, shall have the right to publicize the Physician's status in the Department's network of physicians.

## **X. DISPUTE RESOLUTION**

- 10.1 The Department and the Physician 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 Physician upon:
- a) the loss or suspension of the Physician's license to practice medicine in the State of Practice; or



- b) failure to maintain Physician'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 Physician's 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 Physician 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 Physician.
- 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**  
**Physician 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 Physician Contract. The DOC and the Physician 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 Physician. 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 PHYSICIAN:**

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NPI

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

Primary Service Address:

\_\_\_\_\_

\_\_\_\_\_

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**FOR DOC:**

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

**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**