



**OKLAHOMA**  
Office of Management  
& Enterprise Services

Employees Group Insurance Division

# HealthChoice

Independent Health Organization Contract



## Independent Health Organization Contract

This Contract is intended for use by:

- Ambulance.
- Ambulatory surgery center.
- Anesthesia group.
- Birthing center.
- Cath lab.
- Designated specialty facility.
- Dialysis center.
- Diabetes prevention program organization.
- Durable medical equipment vendor.
- Emergency physician group.
- Hearing aid vendor.
- Home health care agency.
- Home hospice agency.
- Hospitalist group.
- Independent diagnostic testing facility.
- Infusion therapy center.
- Laboratory.
- Pathology group.
- Radiology group.
- Sleep study provider.
- Urgent care clinic.



## Independent Health Organization Contract

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## Independent Health Organization Contract

HealthChoice is a managed health care program providing comprehensive health and dental benefits to over 186,000 state, education and local government employees, former employees, survivors and their covered dependents. The HealthChoice plans are a partnership between providers, Members and the Office of Management and Enterprise Services Employees Group Insurance Division in the delivery of health and dental care services and products that helps control costs, assists in the provision of high quality health and dental care, and enhances provider/patient relationships. The HealthChoice benefit structure offers financial incentives to encourage plan Members to utilize HealthChoice network providers.

HealthChoice requires two addresses on Independent Health Organization Application.

- Physical address – this address is used for the location where health care services are performed. The service address will be used for the online provider directory.
- Mailing address – this address will be utilized for all legal, contractual notices as defined in section XII (2) of this Contract. All notices will be sent electronically. This address is used for processing and appears in box 33 of the CMS-1500 claim form or box 2 on the UB-04 claim form.

### REQUIRED ATTACHMENTS

*Please attach each of the following documents to your completed Application:*

- Current state license(s), if applicable.
- Current CMS certification letter, if applicable.
- Current accreditations, if applicable.
- Face sheet of current liability insurance policy.
  - Insurance certificate must have name of IHO listed as the insured.
  - Insurance limits must be at levels required in this Contract and must indicate clearly the coverage type(s) stated in this Contract.
- W-9 form for each federal tax ID number used to file claims.

**Incomplete applications will be returned unreviewed.**



## Independent Health Organization Contract

This Independent Health Organization Contract is between the Office of Management and Enterprise Services, Employees Group Insurance Division (hereinafter, EGID) and the Independent Health Organization (hereinafter, IHO) that agrees to the terms of this agreement (hereinafter, this Contract) by signing the appropriate signature page. The designation of “IHO” in this agreement refers to the organization that signs this agreement.

EGID administers self-funded Medical and Dental plans that are identified by the trade name, HealthChoice. HealthChoice Plans are intended to financially encourage Members to utilize Network Providers.

It is hereby agreed between EGID and the IHO named on this Contract signature page, that the IHO shall be a provider in EGID's network of providers.

This Contract is entered into for the purpose of defining the conditions for reimbursement by EGID to the IHO. It in no way is meant to impact the IHO’s decision as to what it considers appropriate Medical or Dental treatment.

### I. RECITALS

1. EGID was established by, and operates pursuant to, the Oklahoma Employees Insurance and Benefits Act, 74 O.S. § 1301 *et seq.*, to administer and manage certain insurance benefits for state, education, local government, and other eligible employees and retirees.

2. The IHO shall be duly licensed by the state, when applicable, comply with all applicable federal, state and local laws concerning the IHO, satisfy any credentialing criteria established by EGID, and meet the following specific credentialing criteria, as applicable:

a. A laboratory shall be qualified and duly certified by the Clinical Laboratory Improvement Act of 1988 (CLIA) and certified to participate in the CMS program under Title XVIII of the Social Security Act.

b. An independent diagnostic testing facility (IDTF), infusion therapy provider, or ambulatory surgery center (ASC) shall be qualified and duly certified to participate in the CMS program under Title XVIII of the Social Security Act or accredited by a nationally recognized accreditation organization that is approved by state or federal guidelines.

- c. A durable medical equipment vendor shall possess a current CMS supplier number.
  - d. A diabetes prevention program organization shall be fully recognized by the Centers for Disease Control and Prevention as a diabetes prevention program organization.
  - e. The Practitioners that comprise a pathology, radiology, anesthesia, emergency, hospitalist or urgent care group shall be duly licensed by the state of practice.
3. The intent of this Contract is to provide access to enhanced quality Medical and Dental Services, utilizing managed care components at an affordable, competitive cost to EGID and its Members.
  4. Failure to abide by any of this Contract's provisions may result in termination of this Contract.

In consideration of the mutual covenants, promises and other good and valuable consideration, EGID and the IHO agree as follows:

## II. DEFINITIONS

1. “**ADA**” means the American Dental Association
2. “**Allowable Fee**” means the maximum fee payable to an IHO for a specific procedure in accordance with the provisions in Article VI of this Contract.
3. “**Certification**” means a function performed by EGID to review and certify that services or supplies are Medically Necessary and/or meet coverage criteria in identified areas of practice, as defined in Article VII of this Contract, prior to services being rendered or receipt of supplies or equipment as identified on EGID's website.
4. “**CMS**” means the Centers for Medicare & Medicaid Services.
5. “**Concurrent Review**” means a function performed by EGID that determines and updates continued Medically Necessary inpatient hospitalization.
6. “**Covered Services**” means Medically Necessary services delivered by the IHO pursuant to this Contract and for which a Member is entitled to receive coverage by the terms and conditions of a HealthChoice Plan.
7. “**CPT**” means Current Procedural Terminology.

8. **“Credentialing Plan”** means a general guide and process for the acceptance, cooperation and termination of participating Facilities, Independent Health Organizations and Practitioners.
9. **“Dental”** means belonging to the study and practice of dentistry or a dental specialty for the prevention, alleviation or management of an adverse dental condition.
10. **“Dental Services”** mean the professional services provided by a dentist or oral/maxillofacial surgeon and covered by a HealthChoice Plan.
11. **“DSM”** means Diagnostic and Statistical Manual of Mental Disorders.
12. **“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) of the Social Security Act (42 U.S.C. § 1395dd(e)(1)).
13. **“HCPCS”** means Healthcare Common Procedure Coding System.
14. **“HealthChoice Plan”** means the EGID HealthChoice benefit plan designed to maximize a Member’s insurance benefit and financially encourage Members to use network providers.
15. **“ICD”** means International Classification of Diseases.
16. **“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.
17. **“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 or Dental condition.
  - b. Provided for the diagnosis and treatment of the Medical or Dental condition.
  - c. Within standards of acceptable, prudent Medical or Dental practice within the community.
  - d. Not primarily for the convenience of the Member, the Member's independent health organization or another provider.
  - e. Any condition which, if left untreated, could deteriorate into a life-threatening situation.

- f. The most appropriate supply, place of service or level of service that can safely be provided.
  - g. For hospital stays, this means that inpatient care is necessary due to the intensity of services the Member is receiving or the severity of the Member's condition, and that safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.
  - h. The fact that services or supplies are Medically Necessary does not, in itself, assure that the services or supplies are covered by the plan.
  - i. Performed in the most appropriate place of service.
18. **“Medical Services”** means the services provided by a Network IHO and covered by a HealthChoice Plan unless detailed below.
- a. For ambulance providers, **“Medical Services”** means a service in which the patient's condition requires medical transportation where the use of specialized medical skills or equipment is Medically Necessary and crucial to the safe transportation of the patient. An urgent transport requires prompt, but not necessarily immediate attention. An emergency transportation requires immediate attention due to the life-or-limb-threatening condition of the patient.
  - b. For ambulatory surgery centers, **“Medical Services”** means outpatient services or surgical procedures which are Medically Necessary for treatment rendered by an ASC to a Member, 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.
19. **“Member”** means a person who meets the eligibility requirements of and is enrolled in a HealthChoice Plan.
20. **“Network Independent Health Organization”** means an organization, as defined by EGID, which has entered into this Contract with EGID to accept scheduled reimbursement for covered Medical and Dental Services provided to Members.
21. **"Network Provider"** means a Practitioner who or Facility that is duly licensed under the laws of the state in which the "Network Provider" operates, satisfies additional credentialing criteria as established by EGID, and has entered into a contract with EGID to accept scheduled reimbursement for Covered Medical and Dental Services and supplies provided to Members.
22. **“Pre-Determination”** means the itemization of proposed services and the expected charges prior to treatment.



### III. RELATIONSHIP BETWEEN EGID AND IHO

1. EGID and the IHO agree that all of the parties hereto shall respect and observe the IHO/patient relationship that will be established and maintained by the IHO. The IHO may choose not to establish an IHO/patient relationship if the IHO would have otherwise made the decision not to establish an IHO/patient relationship had the patient not been a Member. The IHO reserves the right to refuse to furnish services to a Member in the same manner as it would any other patient.

2. EGID has negotiated and entered into this Contract with the IHO on behalf of the individuals who are Members of a HealthChoice Plan. The IHO 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 EGID 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 the independent contractor for the purposes of this Contract.

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, a Member or a network provider other than the IHO named in this Contract.

### IV. IHO SERVICES AND RESPONSIBILITIES

1. For the purpose of reimbursement, the IHO shall provide services to Members that are Medically Necessary and covered under a HealthChoice Plan.

2. The IHO agrees to provide quality, Medically Necessary Medical or Dental services to Members, in a cost-efficient manner and, if necessary, at the direction and under the supervision of a licensed physician and within the scope of the physician's routine services. Nothing in this Contract shall be construed to require medical staff of the IHO to perform any procedure or course of treatment which the staff deems professionally unacceptable or is contrary to the IHO's policy. The IHO shall provide Medical or Dental Services to Members in the same manner and quality as those services are provided to all other patients of the IHO.

3. The IHO agrees to make reasonable efforts to refer Members to Network Providers, with which EGID contracts, for Medically Necessary services that the IHO cannot or chooses not to provide. Failure of the IHO to make reasonable efforts to use Network Providers will result in a review pursuant to the Credentialing Plan.

4. The IHO shall participate in the Certification and Concurrent Review procedures provided in Article VII and for purposes of reimbursement to abide by decisions resulting from those reviews subject to rights of reconsideration and appeal.
5. The IHO shall maintain all licenses and certifications required by law and regulations as deemed required under the terms of this Contract.
6. The IHO shall accurately complete the HealthChoice Independent Health Organization Application which is incorporated herein by reference. The IHO shall notify EGID Network Management of any change in the information contained in the application at least 15 business days prior to such change. Such changes include addresses, tax identification number, and contact information.
7. The IHO shall furnish, at no cost to EGID, any Medical or Dental records covering any services, for any Member, with the understanding that each Member, as a condition of enrollment in a HealthChoice Plan, has authorized such disclosure.
8. The IHO shall reimburse EGID for any overpayments made to the IHO within 90 days of written notification or shall respond with detail within said time if the IHO disputes the request for additional payment.
  - a. EGID shall provide the IHO individual letters of retraction for each Member 90 days prior to the retraction being made.
  - b. As an exception, EGID will immediately deduct overpayments due to resubmission of a corrected claim, or if information is received for a claim pending additional information that subsequently impacts a paid claim or a mutually agreed upon audit adjustment.
  - c. EGID shall be entitled to additional payment if, within two years from the date of payment, EGID notifies IHO, in writing, of the overpayment.
  - d. If the IHO disputes the request for additional payment, the parties shall work cooperatively and in good faith to resolve the payment issue on an informal basis within 60 days of the first notification of the overpayment.
9. The IHO shall submit to a Member record audit upon three business days advance notice.

## V. EGID SERVICES AND RESPONSIBILITIES

1. EGID agrees to pay the IHO compensation pursuant to the provisions of Article VI.
2. EGID agrees to continue listing the IHO as a Network Provider until this Contract terminates.

3. EGID agrees to provide appropriate identification for Members at the time of enrollment in a HealthChoice Plan which shall provide an address, telephone number, or website for verifying eligibility and benefits.
4. EGID acknowledges the confidentiality, privacy and security regulations pertaining to Members' Medical or Dental records and to comply with all applicable laws and regulations.
5. EGID shall maintain a Pre-Determination, Certification and Concurrent Review program.

## VI. COMPENSATION AND BILLING

1. The IHO shall only seek payment from EGID for the provision of Covered Medical or Dental Services except as provided in sections VI (2), VI (6) and VI (11). The payment from the HealthChoice Plan shall be limited to the amounts referred to in section VI (2).
2. EGID shall reimburse the Allowable Fee set by EGID for each procedure or the IHO's billed charge, whichever is less. This reimbursement shall be allowed when the Member has received Covered Medically Necessary Services subject to the following policy limitation and conditions:
  - a. EGID may reduce the payment by any deductibles, coinsurance and copayments according to the Member's HealthChoice plan in effect at the time charges are incurred. Complete descriptions of HealthChoice Plans are available on EGID's website.
  - b. EGID shall have the right to categorize what shall constitute a procedure. EGID and the Member's financial liability shall be limited to the procedure's Allowable Fee or billed charge, whichever is less, as determined by EGID, paid by applying appropriate coding methodology, whether the IHO has billed appropriately or not.
  - c. The IHO agrees not to charge more for Medical or Dental Services to Members than the amount normally charged by the IHO to other patients for similar services. The IHO's usual and customary charges may be requested by EGID and verified through an audit.
  - d. An IDTF and laboratory shall provide, at no additional charge, all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the IDTF for testing.

3. The IHO agrees that EGID utilizes a comprehensive claim editing system to assist in determining which charges for Covered Services to allow for payment and to assist in determining inappropriate billing and coding. Said system shall rely on CMS and other industry standards in the development of its mutually exclusive, incidental, re-bundling, age conflict, gender conflict, cosmetic, experimental and procedure editing.
4. EGID shall have the right to adjust the Allowable Fee based on clinical editing and/or the use of modifiers as documented in the HealthChoice Provider Manual.
5. The IHO agrees that the only charges for which a Member may be liable and be billed by the IHO shall be for Medical or Dental Services not covered by a HealthChoice Plan, or as provided in sections VI (2), VI (6) and VI (11). The IHO shall not waive any deductibles, copayments and coinsurance required by EGID.
6. The IHO shall not collect amounts in excess of plan limits unless the Member has exceeded those established limits.
7. The IHO shall refund within 30 days of discovery to the Member any overpayments made by the Member.
8. In a case in which HealthChoice is primary under applicable coordination of benefit rules as defined in the HealthChoice Provider Manual, EGID will calculate the benefits to be paid without considering the other plan's benefits. In a case in which HealthChoice is other than primary under the coordination of benefit rules, EGID will use the Standard Allowable Calculation methodology for Coordination of Benefits, up to EGID's maximum liability under the terms of this Contract.
9. The IHO shall bill EGID on forms acceptable to EGID within 180 days of providing the Medical or Dental Services. The IHO shall use the current revenue codes, ADA, CPT codes with appropriate modifiers, HCPCS codes, and ICD or DSM diagnosis codes, when applicable. The IHO shall furnish, upon request at no cost, all information, including Medical records and x-rays, reasonably required by EGID to verify and substantiate the provision of Medical or Dental Services and the charges for such services if the Member and the IHO are seeking reimbursement through EGID.
10. EGID shall reimburse the IHO within 45 days of receipt of billings that are accurate, complete, including all information requested by EGID reasonably required to verify and substantiate the billing, and otherwise in accordance with Article VI of this Contract. Refer to 74 O.S. § 1328. EGID will not be responsible for delay of reimbursement due to circumstances beyond EGID's control.

11. The IHO shall not charge the Member for Medical or Dental Services denied during the Certification or Concurrent Review procedures described in Article VII, unless the IHO has obtained a written waiver from that Member. Such a waiver shall be obtained only upon the denial of admission, Certification or Concurrent Review and prior to the provision of those Medical or Dental Services. The waiver shall clearly state that the Member shall be responsible for payment of Medical or Dental Services denied by EGID.

12. EGID shall have the right at all reasonable times and, to the extent permitted by law, to inspect and duplicate all documentation or records relating to Medical or Dental Services rendered to Members at no cost to EGID or the Member.

13. The IHO agrees that EGID's subrogation rights or the existence of third-party liability does not affect the IHO's agreement to accept the current Allowable Fee or billed charges, whichever is less, described in this Contract. Unrecorded alleged or recorded liens that are intended to secure charges for treatment rendered to, or on behalf of, a Member for amounts in excess of the Allowable Fee or billed charges, whichever is less, or which exceed the Member's deductible and coinsurance liability as required by this Contract, are rendered invalid by the IHO's submission of a Member's claims to EGID.

14. A list of the CPT/HCPCS codes and the Allowable Fee for each can be found on the EGID website. EGID shall review and update the fee schedules quarterly or as needed

15. Implants are defined as material(s) inserted into the body, including living, inert, or biological material (e.g., screws, grafts, plates, or fixation devices) used for the purpose of creating stability (i.e., to correct, protect, or stabilize a deformity) where the majority of the product is left under the skin after surgery. EGID reimburses separately for implants found on the implant list at EGID Provider website. EGID's reimbursement of implants is subject to the following conditions:

a. Implants must be billed at invoice cost, plus 10% less any rebates and/or discounts received by the IHO. Implants shall be billed using the most descriptive CPT or HCPCS code and EGID will allow up to the net cost plus 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 or HCPCS code available for a certain implant, EGID will accept the appropriate unlisted CPT or HCPCS code with an explanation of each item and the corresponding charge.

b. Upon request, EGID requires the actual invoice for the implant billed.

c. EGID may conduct quarterly retrospective audits of the IHO's charges for implants.

d. Upon the occurrence of an audit, EGID 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 IHO has 30 days to submit this information to EGID. During the audit, if EGID finds that the IHO is billing more than acquisition costs, plus 10%, the IHO will be required to refund any overpayments made by EGID to the IHO and to provide copies of invoices for all subsequent claims submitted prior to payment. If the IHO continues to bill above the acquisition cost or does not provide copies of requested invoices with the required timeframe then, EGID will no longer allow reimbursement to the IHO for implants as a separate reimbursable item.

## VII. CERTIFICATION, CONCURRENT REVIEW AND PRE-DETERMINATION

1. The IHO shall adhere to and cooperate with EGID's Certification and Concurrent Review procedures. These procedures do not guarantee a Member's eligibility or that benefits are payable but assure the IHO that the Medical or Dental Services to be provided are Medically Necessary and/or meet coverage criteria under the plan.
2. EGID shall maintain review procedures and screening criteria that take into account professionally acceptable standards for quality Medical and Dental Service in the community. EGID shall consider all relevant information concerning the Member before Medical Necessary services are approved or denied.
3. The IHO shall notify EGID of Medical or Dental Services and supplies as indicated on the certification list found on EGID's website. The IHO shall request Certification at least three business days prior to the services or supplies being administered. The IHO shall request Certification within one business day after services for an Emergency Medical Condition. Such notification shall be at no charge to EGID or the Member. The IHO's reimbursement shall be penalized 10% if Certification is approved retrospectively. The IHO shall receive no reimbursement if services are not confirmed as Medically Necessary.
4. The IHO shall request Certification before the admission or referral of Members to non-Network Providers. EGID shall review emergency referrals to non-network hospitals to determine whether the admission was Medically Necessary and an Emergency Medical Condition as defined in this Contract.

5. The Pre-Determination, Certification and Concurrent Review requirements are intended to maximize insurance benefits. The requirements assure that Medical or Dental Services are provided to the Member at the appropriate level of care in the most appropriate setting. In no event is it intended that the procedures interfere with the IHO's decision to order admission or discharge of the Member to or from the hospital.

6. EGID shall not retrospectively deny any previously certified care. The IHO or its designee shall update EGID as the Member's condition or diagnosis changes. Updated information may result in a change of the originally certified length of stay, supplies, or services.

7. Upon the Member's request, EGID shall reconsider any non-certified services. The IHO may submit a formal written appeal to EGID.

## VIII. LIABILITY AND INSURANCE

1. Neither party to this Contract, 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.

2. The IHO, at its sole expense, shall maintain a minimum of \$1 million per occurrence and \$1 million aggregate of general and medical liability insurance coverage. EGID shall be notified 30 days prior to cancellation. If coverage is lost or reduced below specified limits, this Contract may be cancelled by EGID. Exceptions to this liability coverage requirement are listed below:

a. A wig/scalp prosthesis vendor, at its sole expense, shall maintain a minimum of \$100,000 per occurrence of insurance coverage for general liability insurance coverage.

b. A hearing aid vendor, at its sole expense, shall maintain a minimum of \$300,000 per occurrence of insurance coverage for general liability insurance coverage.

c. A diabetes prevention program organization, at its sole expense, shall maintain a minimum of \$300,000 per occurrence of general liability insurance coverage.

3. If applicable the IHO, in lieu of the general and medical liability insurance requirements set out in section VIII (2) above, may prove that as a federally supported health center, as deemed eligible by the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, it has been granted medical malpractice liability protection with the federal government acting as its primary insurer through the Federal Tort Claims Act and the Federally Supported Health Centers Assistance Act of 1992 and 1995, later codified as 42 U.S.C. Sections 233 (g) – (n).

4. If applicable the IHO, in lieu of the general and medical liability insurance requirements set out in section VIII (2) above, may prove that it is has been granted medical malpractice liability protection with the State of Oklahoma or a political subdivision acting as its primary insurer through the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*

5. If providing Medical or Dental Services outside of the State of Oklahoma, and if applicable, the IHO, in lieu of the general and medical liability insurance requirements set out in section VIII (2) above, may prove that it has been granted medical malpractice liability protection with a governmental entity outside of the State of Oklahoma acting as its primary insurer through said governmental entity's statutes, rules or regulations.

## IX. MARKETING, ADVERTISING AND PUBLICITY

1. EGID shall encourage its Members to use the services of a Network IHO.

2. EGID shall have the right to use the name, office address, telephone number, website address and specialty of the IHO for purposes of informing its Members and prospective Members of the identity of Network Providers.

3. The IHO, upon prior approval of EGID, shall have the right to publicize the IHO's status in EGID's network of providers.

## X. DISPUTE RESOLUTION

1. EGID and the IHO 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

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 section XI (5).
2. Either party may terminate this Contract with or without cause, upon giving 30 days written notice pursuant to section XI (5).
3. Nothing in this Contract shall be construed to limit either party's remedies at law or in a court of equity in the event of a material breach of this Contract.
4. This Contract shall terminate if the IHO does not maintain general and medical liability coverage in accordance with this Contract, upon the loss or suspension of the IHO's license to operate in the state of operations, CMS certification or accreditation, CLIA certification, or the loss or suspension of a license to practice medicine in the state of practice for any of the principle or operating physicians that comprise the IHO as detailed in section I (2). This Contract shall terminate upon the insolvency of either party.
5. The termination notice required by the terms of this Contract shall be provided in writing, facsimile or via email communications to EGID.NetworkManagement@omes.ok.gov. A confirmation notice to the IHO shall be emailed or mailed to the mailing address on record. The termination shall be effective on the date indicated on the confirmation.
6. Following the termination date, 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 termination date of this Contract.
7. Following the termination of this Contract, EGID shall continue to have access, at no cost to EGID, to the IHO's records of care and services provided to Members for seven years from the date of provision of the services to which the records refer as set forth in Article VI.

## XII. GENERAL PROVISIONS

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.

2. The primary method by which the IHO shall receive notifications mandated by the terms of this Contract is the *Network Newsletter*. The *Network Newsletter* shall be distributed electronically to the IHO's correspondence email address.
3. It is agreed by the parties that no changes to this Contract, which include coverages, fee schedules or reimbursement methodologies, shall be made with less than 60 days' notice to all affected parties, except revisions to injectable medications, in which case EGID shall implement the revisions as soon as possible with proper and timely notification to the IHO.
4. Notwithstanding the provisions of section XII (1) of this Contract, EGID may appoint an administrator to administer any of the terms of this Contract referenced herein, and any and all duties or acts required of EGID under this Contract and to receive any notices required by this Contract.
5. This Contract, together with its exhibits, contains the entire agreement between EGID and the IHO relating to the rights granted and the obligations assumed by the parties concerning the provision of Medical and Dental Services to Members. 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.
6. This Contract, or any part, section or exhibit of, or attached to it, may be amended at any time during the term of this Contract by mutual written consent of duly authorized representatives of the EGID and the IHO in accordance with section XII (2).
7. This Contract is subject to all applicable Oklahoma Statutes and rules and regulations codified at the Oklahoma Administrative Code. 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.
8. 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.
9. The IHO certifies that neither it, nor its 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.

10. EGID and the IHO agree that this Contract may be formed according to the Oklahoma Uniform Electronic Transactions Act, 12A O.S. § 15-101 et seq. The IHO acknowledges that the Contract terms are located on EGID's website and after downloading this Contract, and submitting the completed application, signing and returning the signature page to EGID, EGID will note its approval on the signature page and return to the IHO. The Contract terms, application, signature page and any required information submitted by the IHO are records that may be stored as EGID electronic records under the act. The parties agree and consent to the use of electronic signatures solely for the purposes of executing the agreement or any related transactional document. Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature.

11. The HealthChoice fee schedules are deemed confidential pursuant to Oklahoma statutes and should not disseminated, distributed or copied to persons not authorized to receive the information.

12. As mandated by 62 O.S. § 34.64(H), all payments disbursed by the Office of the State Treasurer must be made solely through electronic funds transfer (EFT). The Practitioner hereby agrees to accept EFT payments.



## Independent Health Organization Contract Signature Page

EGID and the IHO incorporate by reference the terms and conditions of this Contract into this signature page. EGID and IHO further agree that the effective date of this Contract is the effective date denoted on the copy of the executed signature page returned to the IHO.

### FOR THE IHO:

\_\_\_\_\_  
Legal name

\_\_\_\_\_  
Trade name/DBA

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

\_\_\_\_\_  
Primary NPI (attached list if necessary)

\_\_\_\_\_  
Authorized officer name and title

\_\_\_\_\_  
Authorized officer signature

Primary service address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### FOR EGID:

\_\_\_\_\_  
Yasmine Barve  
Administrator  
Employees Group Insurance Division  
Office of Management and Enterprise Services

**Return Signature Page, Application and Attachments to:**

[EGID.NetworkManagement@omes.ok.gov](mailto:EGID.NetworkManagement@omes.ok.gov)

Or fax: 405-717-8977



## Network Independent Health Organization Application

Complete all fields in this application; **incomplete applications will be returned.** Return the application and all required attachments listed below to:

OMES EGID

[EGID.NetworkManagement@omes.ok.gov](mailto:EGID.NetworkManagement@omes.ok.gov) or fax to 405-717-8977 or 405-717-8702.

Include each of the following documents:

- Current state license.
- Face sheet of current general and medical liability insurance policy.
- W-9 form for each federal tax identification number (TIN).
- Copy of Medicare certification.
- Copy of accreditation by a nationally recognized organization that is approved by state or federal guidelines.

### General information

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Legal name of owner

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Trade name/DBA

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CMS classification

---

CMS number

---

State licensing board

---

License number

---

License expiration

**Physical address** — The physical address, phone number and website will appear on the website provider directory.

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Practice name

---

Physical address

---

City

---

State

---

ZIP code

---

Phone

---

Fax

---

Website for publication

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Email for publication

**Mailing address** – Mailing information will be utilized for all payments, and legal and contractual notices as defined in section 12.2 of the provider contract and 11.1 of the facility contracts, as well as payment-related notices/documents. An email address must be included. All notices will be sent electronically.

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Mailing office name

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Mailing address

\_\_\_\_\_  
City State ZIP code

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Contact person Contact email

**Additional information**

Please indicate if your company provides any of the following:

- Breast pumps and supplies.
- Hearing aids.
- Ostomy supplies.
- Positive airway pressure devices and supplies.
- Wigs and supplies.

**Facility contacts**

\_\_\_\_\_  
CEO Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
CFO Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Administrator Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contract/managed care contact Phone

\_\_\_\_\_  
Email