



Network Provider

Dental

Contract

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APPENDIX:

CONTRACT SIGNATURE PAGE



Network Provider Dental Contract

It is hereby agreed between the Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and Dentist named on the signature page, that the Dentist shall be a Provider in the EGID's Network of Providers.

This Contract is entered into for the purpose of defining the conditions for reimbursement by EGID to the Dentist. It in no way is meant to impact on the Dentist's decision as to what is considered appropriate dental treatment.

I. RECITALS

- 1.1 EGID (hereinafter, EGID) is a statutory body created by 74 O.S. 2012, § 1301 et seq., as amended, to administer and manage certain insurance benefits for employees of the State of Oklahoma.
- 1.2 The Dentist is duly licensed by the state of practice as a practitioner of dentistry or recognized dental specialty and satisfies additional credentialing criteria as established by EGID.
- 1.3 The intent of this Contract is to provide access to enhanced quality dental care, utilizing managed care components, at an affordable, competitive cost to EGID and its members.
- 1.4 Failure to abide by any of the following provisions may result in non-renewal of the Contract or may be cause for termination.

II. DEFINITIONS

- 2.1 "Allowable Fee" means the maximum charge payable to a Dentist for a specific procedure in accordance with the provisions in Article VI of this Contract. The Dentist shall charge the usual and customary fee unless the fee schedule limits otherwise.
- 2.2 "Credentialing Plan" means a general guide and process for the acceptance, cooperation and termination of participating dentists and other health care providers.
- 2.3 "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in clause (i), (ii), or (iii) of section 1867(e)(1)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)).
- 2.4 "HELP/Wellness" (Health Education Lifestyle Planning) means the program established to actively promote responsible behavior and the adoption of lifestyles that are in the best interest of the Plan member's good health.
- 2.5 "Dental" means belonging to the study and practice of dentistry or a dental specialty for the prevention, alleviation or management of an adverse medical/dental condition.

- 2.6 "Medically Necessary" means services or supplies that, under the provisions of this Contract, are determined to be:
- a) appropriate and necessary for the symptoms, diagnosis or treatment of the medical/dental condition, and
 - b) provided for the diagnosis and treatment of the medical/dental condition, and
 - c) within standards of acceptable, prudent dentistry practice within the community, and
 - d) not primarily for the convenience of the member, the member's dentist or another provider, and
 - e) any condition which, if left untreated, could reasonably result in serious medical or dental consequences, or cause loss or irreversible damage of the affected part(s), and
 - f) the most appropriate supply or level of service that can safely be provided.
- 2.7 "Dental Services" means the professional services provided by a Network Dentist and covered by the State and Education Employees Health Insurance Plan.
- 2.8 "Members" means all persons covered by the Group Insurance Plans, including active, retired, or vested employees, survivors and others on approved leave or disability and their covered dependents eligible at the time of service.
- 2.9 "Network Provider" means a licensed dental practitioner who has entered into this Contract with EGID to accept scheduled reimbursement for covered dental services provided to members.
- 2.10 "Pre-estimation" means the itemization of proposed dental services and the expected charges prior to treatment.
- 2.11 "State and Education Employees Dental Insurance Plan" means the HealthChoice benefit plan designed to enhance the quality of care, and to financially incentivize members to use Network Dentists.
- 2.12 "Third Party Payer" means an insurance company or other entity making payment directly to the Dentist on behalf of EGID.

III. RELATIONSHIP BETWEEN EGID AND THE DENTIST

- 3.1 EGID has negotiated and entered into this Contract with the Dentist on behalf of the individuals who are members of the State and Education Employees Dental Insurance Plan. The Dentist is an independent contractor who has entered into this Contract to become a Network Dentist and is not, nor is intended to be, the employee, agent or other legal representative of 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 independent contractor for the purposes of this Contract.
- 3.2 EGID and the Dentist agree that all of the parties hereto shall respect and observe the dentist/patient relationship that will be established and maintained by the Dentist. The Dentist may choose not to establish a dentist/patient relationship if the Dentist would have otherwise made the decision not to establish a dentist/patient relationship had the patient not been a member. The Dentist reserves the right to refuse to furnish services to a member 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, a member or a Network Dentist other than the

Dentist named in this Contract.

IV. DENTIST SERVICES AND RESPONSIBILITIES

- 4.1 The Dentist agrees to provide quality dental care in a cost efficient manner.
- 4.2 For the purpose of reimbursement, the Dentist shall provide services to members that are deemed appropriate, and covered under the Dental Insurance Plan.
- 4.3 The Dentist agrees to make reasonable effort to refer covered members to other Network Providers. Failure of the Dentist to use Network Providers will result in a review pursuant to the credentialing plan.
- 4.4 The Dentist shall prescribe for EGID member's medications identified on the adopted formulary or explain, in writing, on behalf of the member to EGID why it is inappropriate to do so.
- 4.5 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 EGID's Network Management Unit of any change in the information contained in the Application within 15 days of such change.
- 4.6 The Dentist shall reimburse EGID for any overpayments made to the Dentist within 30 days of the Dentist's receipt of the overpayment notification.
- 4.7 The Dentist shall submit to a patient record audit upon 48 hours advance notice.

V. EGID SERVICES AND RESPONSIBILITIES

- 5.1 EGID agrees to pay the Dentist compensation pursuant to the provisions of Article VI, subject to appropriate application of procedural coding recommendations.
- 5.2 EGID agrees to grant the Dentist the status of "Network Provider" and to identify the Dentist as a Network Dentist on informational materials disseminated to members.
- 5.3 EGID agrees to continue listing the Dentist as a Network Provider until this Contract terminates.
- 5.4 EGID agrees to provide the Dentist access to a listing of all Network Providers.
- 5.5 EGID agrees to provide appropriate identification cards for members.
- 5.6 EGID 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 EGID shall give a 48 hour notice prior to an audit.
- 5.8 EGID shall maintain a pre-estimation program in order to aid its members in making decisions that will maximize dental benefits and reduce their financial risk.

VI. COMPENSATION AND BILLING

- 6.1 The Dentist shall seek payment only from EGID for the provision of dental services except as provided in paragraphs 6.3 and 6.4. The payment from the State and Education Employees Health Insurance Plan shall be limited to the amounts referred to in paragraph 6.2.
- 6.2 EGID agrees to pay the Dentist's billed charge for each procedure or the fee set by EGID for that procedure, whichever is less.
- a) EGID may reduce the payment by any deductibles, coinsurance and copayments.
 - b) EGID shall have the right to categorize what shall constitute a procedure. The EGID and the member's financial liability shall be limited to the procedures allowable as determined by EGID, paid by applying appropriate coding methodology, whether the Dentist has billed appropriately or not.
 - c) The Dentist agrees not to charge more for dental services to members than the amount normally charged by the Dentist to other patients for similar services. The Dentist may, however, contract with other third party payers for services. The Dentist's usual and customary charges may be requested by EGID and verified through an audit.
- 6.3 The Dentist agrees that the only charges for which a member may be liable and be billed by the Dentist shall be for dental services not covered by State and Education Employees Health Insurance Plan, or as provided in paragraph 6.4. The Dentist shall not waive any deductibles, copayments and coinsurance required by EGID, except during times of HELP/Wellness promotions, when the copayment/coinsurance is waived by EGID.
- 6.4 The Dentist shall not collect amounts in excess of the Plan limits unless the member has exceeded his/her annual or lifetime maximum.
- 6.5 The Dentist shall refund within 30 days of discovery to the member any overpayments made by the member.
- 6.6 In a case in which EGID is primary under applicable coordination of benefit rules, EGID shall pay the amounts due under this Contract. In a case in which EGID is other than primary under the coordination of benefit rules, EGID shall pay only those amounts not payable from other sources pursuant to the applicable coordination of benefit rules, up to EGID's maximum liability under the terms of this Contract.
- 6.7 The Dentist shall bill EGID on forms acceptable to EGID within 60 days of providing the dental services. The Dentist shall use the current ADA codes or CPT codes when appropriate. The Dentist shall furnish, upon request at no cost, all information, including dental records and x-rays, reasonably required by EGID to verify and substantiate the provision of dental services and the charges for such services if the member and the Dentist are seeking reimbursement through EGID.
- 6.8 EGID shall reimburse the Dentist within 30 days of receipt of billings that are accurate, complete and otherwise in accordance with Article VI of this Contract. EGID will not be responsible for delay of reimbursement due to circumstances beyond EGID's control.
- 6.9 EGID shall have the right at all reasonable times and to the extent permitted by law to inspect and duplicate all dental billing records relating to dental services rendered to covered members at no cost to EGID or the member.

VII. LIABILITY AND INSURANCE

- 7.1 Neither party to this Contract, EGID nor the Dentist, nor any agent, employee or other representative of a party, shall be liable to third parties for any negligent act by commission or omission of the other party in performance of this Contract and the terms and provisions herein.
- 7.2 The Dentist, at his/her sole expense, shall maintain a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate of insurance coverage for professional liability.

VIII. MARKETING, ADVERTISING AND PUBLICITY

- 8.1 EGID shall encourage its members to use the services of the Network Dentist.
- 8.2 EGID shall have the right to use the name, office address, telephone number and specialty of the Dentist for purposes of informing its members and prospective members of the identity of the Network Providers.
- 8.3 The Dentist, upon prior approval of EGID, shall have the right to publicize the Dentist's status in EGID's Network of Providers.

IX. DISPUTE RESOLUTION

- 9.1 EGID and the Dentist agree that their authorized representatives will meet in a timely manner and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract. Nothing in this Article shall interfere with either party's rights under Article X.

X. TERM AND TERMINATION

- 10.1 The term of this Contract shall commence on the effective date on the signature page, and shall remain in effect until terminated by either party subject to 10.2.
- 10.2 Either party may terminate this Contract with or without cause, upon giving 30 day notice pursuant to 11.2.
- 10.3 Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.
- 10.4 This Contract shall terminate with respect to a Dentist upon:
 - a) the loss or suspension of the Dentist's license to practice dentistry in the state of practice; or
 - b) failure to maintain Dentist's professional liability insurance in accordance with this Contract.
- 10.5 Following the effective date of termination, this Contract shall be of no further force or effect, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Contract.
- 10.6 Following termination of this Contract, EGID shall continue to have access to the Dentist's records of care and services provided to members for five years from the date of provision of the services to

which the records refer as set forth in Paragraph 6.9.

XI. GENERAL PROVISIONS

- 11.1 This Contract or any of the rights, duties, or obligations of the parties hereunder, shall not be assigned by either party without the expressed written consent and approval of the other party.
- 11.2 At any place within this Contract that notice is required, it is the intention of the parties that only those with regard to termination by either party of participation in the Contract must be sent by certified mail, a return receipt requested, at no other time when notice is required by this Contract is there an obligation by either party to use certified mail. The Network Newsletter serves as the primary method by which providers receive all other notifications mandated by the terms of the provider contracts. These notices from EGID may be sent via electronic newsletters distributed electronically to each Network Provider's correspondence email address. Printed newsletters are sent via the postal service to the mailing address on record for providers without internet access or those who have undeliverable email addresses.
- 11.3 Notwithstanding the provisions of Paragraph 11.1 of this Contract, EGID 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 EGID 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 EGID and the Dentist relating to the rights granted and the obligations assumed by the parties concerning the provision of 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.
- 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 EGID and the Dentist.
- 11.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules and Regulations. Any provision of this Contract that is not in conformity with existing or future legislation shall be considered amended to comply with such legislation. Any interpretations or disputes with respect to contract provisions shall be resolved in accordance with the laws of the State of Oklahoma.
- 11.7 The terms and provisions of this Contract shall be deemed to be severable one from the other, and the determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this entire Contract, or any one of them, in accordance with the intent and purpose of the parties hereto.
- 11.8 All Providers certify that neither they nor their principals are presently debarred or suspended or otherwise ineligible according to the Excluded Parties List System (EPLS)/Office of Inspector General (OIG) excluded provider lists.



**Network Provider Dental
Contract Signature Page**

The Office of Management and Enterprise Services Employees Group Insurance Division (EGID) and the Provider, incorporate by reference the terms and conditions of the Network Provider Dental Contract (Contract) into this Signature Page. EGID and 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 EGID.

FOR THE DENTIST:

Name (Typed or Printed)

Signature

NPI

Federal Tax ID Number

Primary Service Address:

FOR EGID:

Paul S. King
Deputy Administrator
Employees Group Insurance Division

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

Office of Management Enterprise Services
Employees Group Insurance Division
ATTN: Network Management
3545 N.W. 58th St., Ste. 600
Oklahoma City, OK 73112
Phone: 405-717-8790 or 844-804-2642
Fax: 405-717-8977
EGID.NetworkManagement@omes.ok.gov