



OKLAHOMA
Office of Management
& Enterprise Services

Employees Group Insurance Division

HealthChoice

Facility Bariatric Amendment



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This Bariatric Amendment to the EGID HealthChoice Network Facility Contract is between the Office of Management and Enterprise Services Employees Group Insurance Division, (hereinafter, EGID), and the EGID HealthChoice Network Facility contracted entity identified by its authorized signature below.

In consideration of the promises and mutual covenants, EGID and the Facility agree as follows:

Network Facility Contract

EGID and the Facility incorporate by reference the terms and conditions of the currently effective HealthChoice Network Facility Contract (hereinafter, Facility Contract) located at www.healthchoiceok.com.

Pursuant to section I (2) of the Facility Contract as it relates to bariatric services is amended in its entirety, as follow, to wit:

1.2 The Facility is an organization, as defined by EGID, which is duly licensed under the laws of the state of operations, either CMS certified or accredited by a nationally recognized accreditation organization that is approved by state or federal guidelines, and accredited by the American Society for Metabolic and Bariatric Surgery as a Bariatric Surgery (hereinafter “MBSAQIP”) Comprehensive Center and shall comply with all applicable federal, state, and local laws regulating such a Facility. The Facility must meet eligibility requirements as defined in the Facility contract under section I (2)

Article VI, Compensation and Billing, of the Facility Contract as it relates to bariatric bundled services is amended in its entirety, as follows, to wit:

6.1 EGID agrees to pay the Allowable Fee set by EGID as indicated in the then current Bariatric Center of Excellence Fee Schedule.

6.2 Services to treat the following conditions are included within the global fee during the initial hospitalization for surgery:

- a. pulmonary embolism
- b. bleeding at the operative site
- c. leak at anastomosis or perforation
- d. intra-abdominal sepsis
- e. bowel obstruction
- f. deep venous thrombosis
- g. stenosis or stricture at anastomosis

Complication which occur after the initial hospitalization for surgery shall be subject to and controlled by the terms of the Network Facility Contract currently in effect between EGID and the Facility.

6.3 The payments set out in section VI (1) shall be a global fee payment for the listed services, including physician services. The Facility is responsible for compensating the physicians and any other providers for their services.

6.4 The Facility shall only seek payment from EGID for the provision of Covered Services. The Facility agrees to accept the amount of the global payment for Covered Services as payment in full and agrees to only request payment from the Member for deductible, co-insurance and amounts for defined Non-Covered Services attributable to the Member's HealthChoice Plan.

6.5 The Facility shall bill EGID on forms acceptable to EGID within 180 days of providing the services or receipt of primary payors explanation of benefits. The Facility shall use the current revenue codes, ADA, CPT codes with appropriate modifiers, HCPCS codes, and ICD or DSM diagnosis codes, when applicable. The Facility shall furnish, upon request at no cost, all appropriate medical and billing records, reasonably required by EGID to verify and substantiate the provision of Medical Services and the charges for such services if the Member and the Facility are seeking reimbursement through EGID.

6.6 In accordance with 74 O.S (2007) § 1328, EGID shall reimburse the Facility 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. EGID will not be responsible for delay of reimbursement due to circumstances beyond EGID's control.

6.7 EGID shall not retrospectively deny any previously approved care. The Facility shall update EGID as the Member's condition or diagnosis changes.

Updated information may result in a change of the originally approved length of a stay.

6.8 Upon the Member's request EGID shall reconsider any non-approved Medical Services. The Facility may submit a formal appeal to EGID.

6.9 The Facility shall request Certification before any admission. The Facility shall also request Certification for referrals of Members to a non-network Facility. 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.

Section XI (2) under Article XI Term and Termination, of the Facility Contract as it relates to bariatric services is amended in its entirety, as follows, to wit:

11.2 Either party may terminate the Facility Bariatric Amendment with or without cause, upon giving 30 days written notice pursuant to section XI (5) at any time during the term of this Facility Bariatric Amendment. Such termination shall not affect the original Network Facility Contract between the parties. The original Network Facility Contract may be terminated by either party pursuant to the terms contained within said Network Facility Contract.



Facility Bariatric Amendment

EGID and the provider/facility that is identified by its signature below sign this Bariatric Amendment to the HealthChoice Network Facility Contract, by and through their respective authorized representatives.

FOR THE FACILITY:

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
EGID Administrator

Return this Signature Page and Attachments to:

EGID.NetworkManagement@omes.ok.gov

Or fax: 405-717-8977