

HealthChoice

PRACTITIONER CONTRACT

Revised October
2023



EMPLOYEES GROUP
INSURANCE DIVISION
NETWORK MANAGEMENT



OKLAHOMA
Office of Management
& Enterprise Services

2401 N. Lincoln Blvd.
Oklahoma City, OK 73105

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INTENDED USE OF CONTRACT

This Contract is intended for use by:

- Anesthesiology assistant.
- Audiologist.
- Board certified assistant behavioral analyst.
- Board certified behavioral analyst.
- Certified nurse midwife.
- Certified orthotist.
- Certified nurse practitioner.
- Certified prosthetist.
- Certified registered nurse anesthetist.
- Chiropractor.
- Christian Science nurse.
- Christian Science practitioner.
- Clinical nurse specialist.
- Dentist.
- Dietitian.
- Doctor of osteopathic medicine.
- Licensed alcohol and drug counselor.
- Licensed behavioral practitioner.
- Licensed clinical social worker.
- Licensed genetic counselor.
- Licensed marriage family therapist.
- Licensed professional counselor.
- Medical doctor.
- Ocularist.
- Occupational therapist.
- Ophthalmologist.
- Optometrist.
- Oral surgeon.
- Pathologist (individual).
- Podiatrist.
- Perfusionist.
- Pharmacist.
- Physical therapist.
- Physician.
- Physician assistant.
- Podiatrist.
- Psychologist.
- Radiologist (individual).
- Registered Behavior Technician.
- Speech language pathologist.



HEALTHCHOICE MANAGED HEALTH CARE PROGRAM

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 a physical address and a correspondence email address on the HealthChoice Practitioner Application. The physical address is used for the location where health care services are performed. The physical address will be used for the online provider directory.

REQUIRED ATTACHMENTS

Please attach each of the following documents to your completed application:

- Current state(s) license(s).
- Current DEA registration (narcotics license), if applicable.
- Current state narcotics registration, if applicable.
- Face sheet of current professional liability insurance policy.
 - Insurance certificate must have name of applicant listed as the insured.
 - The insurance limits must be at the levels required in this Contract.
- W-9 form for each federal tax ID number used to file claims.



TERMS AND CONDITIONS

This Practitioner Contract is between the Office of Management and Enterprise Services Employees Group Insurance Division (hereinafter, EGID) and the Practitioner who agrees to the terms of this agreement (hereinafter, this Contract) by signing the appropriate Contract signature page. The designation of “Practitioner” in this agreement refers to the person who signs this agreement as the Practitioner.

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 Practitioner named on this Contract signature page, that the Practitioner 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 Practitioner. It in no way is meant to impact the decision as to what the Practitioner 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 Practitioner is duly licensed or certified by the state of practice as a practitioner of the healing arts, dentistry or recognized dental specialty and satisfies credentialing criteria as established by EGID.
 - a. A Registered Behavior Technician is certified with the Behavior Analyst Certification Board and satisfies credentialing criteria as established by EGID.
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 Practitioner agree as follows:

II. DEFINITIONS

1. **“ADA”** means the American Dental Association.
2. **“Allowable Fee”** means the maximum fee payable to the Practitioner 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 Practitioner 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 Procedure 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.
15. **"ICD"** means International Classifications 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 practitioner 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 the care as an inpatient is necessary due to the kind 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"** mean the professional services provided by a Network Practitioner and covered by the HealthChoice plan.
- 19. "Member"** means a person who meets the eligibility requirements of and is enrolled in a HealthChoice Plan.
- 20. "Network Practitioner"** means a licensed practitioner of the healing arts, dentistry or recognized dental specialty who has entered into this Contract with EGID to accept scheduled reimbursement for covered Medical or 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 or 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 THE PRACTITIONER

1. EGID and the Practitioner agree that all of the parties hereto shall respect and observe the Practitioner/patient relationship that will be established and maintained by the Practitioner. The Practitioner may choose not to establish a Practitioner/patient relationship if the Practitioner would have otherwise made the decision not to establish a Practitioner/patient relationship had the patient not been a Member. The Practitioner reserves the right to refuse to furnish services to a Member in the same manner as the Practitioner would any other patient.
2. EGID has negotiated and entered into this Contract with the Practitioner on behalf of the individuals who are Members of a HealthChoice plan. The Practitioner 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 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 Practitioner named in this Contract.

IV. PRACTITIONER SERVICES AND RESPONSIBILITIES

1. For the purpose of reimbursement, the Practitioner shall provide services to Members that are Medically Necessary and covered under a HealthChoice Plan.
2. The Practitioner 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 the Practitioner to perform any procedure or course of treatment which the Practitioner deems professionally unacceptable or is contrary to the Practitioner's policy. The Practitioner 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 Practitioner.
3. The Practitioner agrees to make reasonable effort to refer Members to Network Providers, with which EGID contracts, for Medically Necessary services that the Practitioner cannot or chooses not to provide. Failure of the Practitioner to use Network Providers will result in a review pursuant to the Credentialing Plan.
4. The Practitioner 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 Practitioner shall maintain all licenses and certifications required by law and regulations and as deemed required under the terms of this Contract.
6. The Practitioner shall accurately complete a HealthChoice Practitioner Application, a current Oklahoma Uniform Credentialing Application (ODH Form 606) as allowed under OK §63-1-106.2 or the Uniform Credentialing Application from the state of practice, or other credentialing documentation as deemed acceptable by EGID which is incorporated herein by reference. The Practitioner 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 Practitioner 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 Practitioner shall reimburse EGID for any overpayments made to the Practitioner within 90 days of written notification or shall respond with detail within said time if the Practitioner disputes the request for additional payment.
 - a. EGID shall provide the Practitioner individual letters of retraction for each Member 90 days prior to the retraction being made.



- 10.** EGID shall reimburse the Practitioner 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 Practitioner shall not charge the Member for Medical or Dental Services or supplies denied during Certification or Concurrent Review procedures described in Article VII, unless the Practitioner 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 Practitioner agrees that EGID's subrogation rights or the existence of third-party liability does not affect the Practitioner'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 Practitioner's submission of a Members' 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.

VII. CERTIFICATION, CONCURRENT REVIEW, AND PRE-DETERMINATION

- 1.** The Practitioner 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 Practitioner 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 Services in the community. EGID shall consider all relevant information concerning the Member before Medically Necessary services are approved or denied.
- 3.** The Practitioner shall notify EGID of Medical or Dental Services and supplies requiring certification as indicated on the fee schedules found on EGID's website. The Practitioner shall request Certification at least three business days prior to the services or supplies being administered. The Practitioner 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 Practitioner's reimbursement shall be penalized 10% if Certification is approved retrospectively. The Practitioner shall receive no reimbursement if services are not confirmed as Medically Necessary.



4. The Practitioner 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 for an Emergency Medical Condition as defined in this Contract.
5. The Pre-Determination, Certification and Concurrent Review requirements are intended to maximize insurance benefits. These requirements ensure that Medical or Dental Services are provided to the Member at the appropriate level of care and in the most appropriate setting. In no event is it intended that the procedures interfere with the Practitioner'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 Practitioner or their 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 Practitioner 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 Practitioner, at its sole expense, shall maintain a minimum of \$1 million per occurrence and \$1 million aggregate of professional 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. If the Practitioner is employed by a health care facility or has admitting privileges to a health care facility which has higher liability insurance limits, the Practitioner is subject to those limits per this Contract.
3. If applicable the Practitioner, 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. Section 233 (g) – (n).
4. If applicable the Practitioner, 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 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 Practitioner, 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 Practitioner.
2. EGID shall have the right to use the name, office address, telephone number, website address and specialty of the Practitioner for purposes of informing its Members and prospective Members of the identity of Network Providers.
3. The Practitioner, upon prior approval of EGID, shall have the right to publicize the Practitioner's status in EGID's network of providers.

X. DISPUTE RESOLUTION

1. EGID and the Practitioner 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 (2).
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 with respect to a Practitioner upon:
 - a. The loss or suspension of the Practitioner's license or certification respectively, in the state of practice.
 - b. Failure to maintain Practitioner's professional liability insurance in accordance with this Contract.
5. The termination notice required by the terms of this Contract shall be provided via email communications to EGID.NetworkManagement@omes.ok.gov. A confirmation notice to the Practitioner 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 Practitioner'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 Practitioner shall receive notifications mandated by the terms of this Contract is the *HealthChoice Provider Network News*. The newsletter shall be distributed electronically to the Practitioner'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 Practitioner.
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 Practitioner 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 EGID and the Practitioner 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 Practitioner certifies that they are not presently debarred or suspended or otherwise ineligible according to the Excluded Parties List System (EPLS)/Office of Inspector General (OIG) excluded provider list.



- 10.** EGID and the Practitioner agree that this Contract may be formed according to the Oklahoma Uniform Electronic Transactions Act, 12A O.S. § 15-101, *et seq.* The Practitioner 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 Practitioner. The Contract terms, application, signature page and any required information submitted by the Practitioner 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.** Pursuant to 74 O.S. § 582, the provider certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.
- 13.** Pursuant to 74 O.S. § 12005, the provider certifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.



PRACTITIONER CONTRACT SIGNATURE PAGE

EGID and the Practitioner incorporate by reference the terms and conditions of this Contract into this signature page. EGID and the Practitioner 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 Practitioner.

FOR THE PRACTITIONER

Practitioner name		Signature	
Federal tax ID		NPI type I	
Primary service street address	City	State	ZIP code

FOR EGID

Signature of Yasmine Barve, EGID administrator

RETURN TO EGID BY EMAIL

Email: EGID.NetworkManagement@omes.ok.gov

Include signature page, application and attachments.



NETWORK PRACTITIONER APPLICATION

Incomplete applications will be returned. Complete and return with all required documents listed below.

GENERAL INFORMATION

Legal name (Last, First, Middle initial)		Primary specialty	Secondary specialty
Date of birth	SSN	NPI type I – Individual	NPI type II – Organization
State licensing board		License number	License expiration

PHYSICAL ADDRESS

Practice name			
Street address	City	State	ZIP code
Phone	Website (for publication)		
Fax	Practice email (for publication)		

Address, phone, website and email will appear on the website provider directory.

CONTACT INFORMATION

Contact name		
Phone	Extension	Email

Contact information will be utilized for all legal and contractual notices as defined in sections 12.2 of the Practitioner contract and 11.1 of the IHO and Facility contracts. A contact email address must be included. All notices will be sent electronically.

RETURN TO EGID BY EMAIL

Email: EGID.NetworkManagement@omes.ok.gov

Include the following documents:

- Current state license(s), DEA and state narcotics registrations(s), if applicable.
- Face sheet of current general and medical liability insurance policy.
- Completed W-9 form for each TIN.



