

## OKLAHOMA PROVIDER REQUIREMENTS

### 1. Liability Insurance Requirements.

#### A. Providers/Practitioners/Facility.

All Providers must have a professional liability policy with a minimum limit of \$1,000,000 per occurrence/\$3,000,000 aggregate, except for practitioner types like Public Health Service as discussed below:

**Public Health Service:** Federally-supported health centers are deemed to be employees of the federal government and as such, are protected under the Federal Tort Claims Act (FTCA). These may include specified community health centers and Indian reservations. There are no liability limits specified, but FTCA meets any malpractice insurance coverage limits that may be required.

**Hospital Providers Covered Under the Oklahoma Government Hospital Tort Claims Act:** Provider will attest to their governmental status under this law.

### 2. Continued Provision of Health Services for Certain Members after Termination of the Agreement or Termination of Facility Provider or Clinic Provider Participation.

A. Unless otherwise provided in the Administrative Requirements, in the event the Provider Participation Agreement is terminated by Provider for any reason, the Agreement is terminated by Medica without cause, or, notwithstanding anything herein to the contrary, in any the event of any removal of Provider, a Clinic Provider, a Facility Provider, or a Provider location from Medica's networks that gives rise to a legal continuity of care obligation with regard to the services of a Provider, a Clinic Provider, a Facility Provider, or a Provider location, Provider will, and will cause Facility Providers and Clinic Providers to, continue to provide Health Services according to the terms of the Agreement to Members covered under a Benefit Contract after such termination. Such continuation of care will apply when requested by a Member and Medica determines that such Member meets the statutory criteria for in network benefits or continuity of care. Health Services provided in accordance with this subsection 9.4.3 of the Provider Participation Agreement will be provided for:

- i. Up to ninety (90) days if the Member was undergoing a current course of treatment for one or more of the following conditions at the time of termination for a covered person who:
  - a. An ongoing course of treatment for a serious acute condition, such as chemotherapy for the treatment of cancer;
  - b. An ongoing course of treatment for a chronic condition;

- c. Undergoing a course of institutional or inpatient care from the Provider or facility;
    - d. Scheduled non-elective surgery, including postoperative care;
    - e. Pregnant and undergoing a course of treatment for pregnancy. Health services may continue to be provided through the postpartum period; or
    - f. An ongoing course of treatment for a health condition for which a treating Provider attests that discontinuing care by that treating Provider would worsen the condition or interfere with anticipated outcomes.
  - ii. The remainder of the Member's life if a physician certifies that the Member has an expected lifetime of one hundred eighty (180) days.
- B. Health Services provided in accordance with Subsections 9.4.3 of the Provider Participation Agreement will be reimbursed by Medica in accordance with the terms of the Appendices to the Agreement.
- C. As stated in your Provider participation Agreement, Provider will accept as payment in full Medica's reimbursement to Provider for such Health Services at the contracted rates applicable prior to termination, as set forth in the Appendices to the Agreement.

### **3. Prompt Pay.**

Medica will pay claims that are clean within 30 calendar days for claims that are submitted electronically and 45 calendar days for written claims after the date upon which Medica or its Affiliate received the claim.

If a clean claim is not paid timely, the rate of interest paid by Medica or Affiliate shall be 10 percent per annum.

"Clean claim" means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, including, but not limited to, coordination of benefits information, or particular circumstance requiring special treatment that prevents timely payment from being made on a claim.

### **4. Medical Records.**

Medica does not reimburse participating providers for the cost of collecting, copying or delivering requested medical records, except when required by law. Participating providers, and any subcontractors or third parties who may collect, copy and/or deliver records for such providers, may not bill Medica or any Medica Member for expenses related to a records request from Medica.

## **5. Out-of-Network Referrals.**

Medica will not prohibit, penalize, terminate, or otherwise restrict a preferred provider from referring to an out-of-network provider, provided the insured signs an acknowledgement of referral that the insured may incur certain charges, deductibles, and higher coinsurance in accordance with 36 O.S. 2011, Section 6055.

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