



**Network Provider
Laboratory
Contract**

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SIGNATURE PAGE



Network Provider Laboratory Contract

It is hereby agreed between the Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and the Laboratory named on the signature page, that the Laboratory 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 Laboratory. It in no way is meant to impact on the Laboratory's decision as to what is considered appropriate medical 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 Laboratory shall be qualified and duly certified by the Clinical Laboratory Improvement Act of 1988 (CLIA) and certified to participate in the Medicare program under Title XVIII of the Social Security Act, and shall comply with all applicable federal, state, and local laws regulating such a laboratory providing clinical laboratory health services and satisfies additional credentialing criteria as established by EGID.
- 1.3 The intent of this Contract is to provide access to enhanced quality health 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 Laboratory for a specific procedure in accordance with the provisions in Article VI of this Contract. The Laboratory 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 facilities 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 "Laboratory Services" means those laboratory services that are covered by the Employees Health Insurance Plan.
- 2.6 "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.
- 2.7 "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 condition, and
 - b) provided for the diagnosis and treatment of the medical condition, and
 - c) within standards of acceptable, prudent medical practice within the community, and
 - d) not primarily for the convenience of the member, the member's laboratory or another provider, and
 - e) any condition which, if left untreated, could deteriorate into a life threatening situation, and
 - f) the most appropriate supply or level of service that can safely be provided.
- 2.8 "Medical Services" means the professional services provided by a Network Laboratory and covered by EGID's Plan.
- 2.9 "Members" means all persons covered by EGID's 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.
- 2.10 "Network Laboratory" means a certified provider of laboratory services who has entered into this Contract with EGID to accept scheduled reimbursement for covered laboratory services provided to members.
- 2.11 "Employees Health Insurance Plan" means the HealthChoice benefit plan designed to enhance the quality of care, and to financially incentivize members to use Network Facilities.
- 2.12 "Third Party Payor" means an insurance company or other entity making payment directly to the Laboratory on behalf of EGID.

III. RELATIONSHIP BETWEEN EGID AND THE LABORATORY

- 3.1 EGID has negotiated and entered into this Contract with the Laboratory on behalf of the members of the Employees Health Insurance Plan. The Laboratory is an independent contractor who has entered into this Contract to become a Network Laboratory 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 Laboratory agree that all of the parties hereto shall respect and observe the laboratory/patient relationship which will be established and maintained by the Laboratory. The Laboratory may choose not to establish a laboratory/patient relationship if the Laboratory would have otherwise made the decision not to establish a laboratory/patient relationship had the patient not been a member. The Laboratory reserves the right to refuse

to furnish services to a member in the same manner as they would any other patient.

- 3.3 Nothing in this Contract is intended to be construed, or be deemed to create any rights or remedies of any third party, including but not limited to, a member or a Network Provider other than the Laboratory named in this Contract.

IV. LABORATORY SERVICES AND RESPONSIBILITIES

- 4.1 The Laboratory shall provide quality, medically necessary laboratory services to members, in a cost efficient manner, when such services are ordered by a licensed practitioner of the healing arts, and has been awarded the prerequisite clinical privileges to order and/or perform such services. Nothing in this Contract shall be construed to require medical staff of the Laboratory to perform any procedure or course of treatment which the staff deems professionally unacceptable or is contrary to Laboratory policy.
- 4.2 The Laboratory shall provide laboratory services to members in the same manner and quality as those services are provided to all other patients of the Laboratory.
- 4.3 The Laboratory has, and shall maintain, in good standing while this Contract is in effect, all licenses required by law, and certification to participate in the Medicare program under Title XVIII of the Social Security Act and/or Joint Commission certification and certification by the Clinical Laboratory Improvement Amendment.
- 4.4 The Laboratory agrees to make reasonable efforts to refer covered members to other Network Providers with which EGID contracts, for medically necessary services that the Laboratory cannot or chooses not to provide. Failure of the Laboratory to use Network Providers will result in a review pursuant to the credentialing plan.
- 4.5 The Laboratory shall furnish, at no cost to EGID, any medical and billing records covering any laboratory services, for any member, with the understanding that each member, as a condition of enrollment in the Employees Group Insurance Plan, has authorized such disclosure.
- 4.6 The Laboratory shall accurately complete the Network Laboratory Application which is attached to and made part of this Contract. The Laboratory shall notify EGID of any change in the information contained in the Application within 15 days of such change, including resolved litigation listed as “pending” on the original Application.
- 4.7 The Laboratory shall reimburse EGID for any overpayments made to the Laboratory within 30 days of the Laboratory's receipt of the overpayment notification.
- 4.8 The Laboratory shall submit to a patient record audit upon 48 hours advance notice.
- 4.9 The Laboratory shall participate in HELP/Wellness promotions sponsored by the Insurance Board, at EGID's allowable under the terms of the promotion.

V. EGID SERVICES AND RESPONSIBILITIES

- 5.1 EGID agrees to pay the Laboratory compensation pursuant to the provisions of Article VI, subject to appropriate application of procedural coding recommendations.

- 5.2 EGID agrees to grant the Laboratory the status of "Network Laboratory" and to identify the Laboratory as a Network Laboratory on informational materials disseminated to members.
- 5.3 EGID agrees to continue listing the Laboratory as a Network Laboratory until this Contract terminates.
- 5.4 EGID agrees to periodically provide the Laboratory access to a listing of all Network Facilities.
- 5.5 EGID agrees to provide appropriate identification cards for members.
- 5.6 EGID agrees to acknowledge the 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 notice prior to an audit.

VI. COMPENSATION AND BILLING

- 6.1 The Laboratory shall seek payment only from EGID for the provision of medical services except as provided in paragraphs 6.3, 6.4 and 6.9. The payment from EGID shall be limited to the amounts referred to in paragraph 6.2.
- 6.2 EGID agrees to pay the Laboratory's billed charges for each procedure or the fee set by EGID for that procedure, whichever is less. This shall be allowed when the member has received medically necessary covered services subject to the following policy limitation and conditions:
 - a) EGID will pay 80% of the allowable and the member will pay 20% of the allowable unless the member has met the stop loss limitation, and then EGID shall pay the allowable and the member has no liability.
 - b) EGID may reduce the payment by any deductibles, coinsurance and copayments.
 - c) EGID shall have the right to categorize what shall constitute a procedure. EGID's and the member's financial liability shall be limited to the procedure's allowable as determined by EGID, paid by applying appropriate coding methodology, whether the Laboratory has billed appropriately or not.
 - d) The Laboratory agrees not to charge more for medical services to members than the amount normally charged (excluding Medicare) by the Laboratory to other patients for similar services. The Laboratory may, however, contract with other third party payors for services. The Laboratory's usual and customary charges may be requested by EGID and verified through an audit.
 - e) The Laboratory shall provide, at no additional charge, all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the laboratory for testing.
- 6.3 The Laboratory agrees that the only charges which a member may be liable and be billed by the Laboratory shall be for deductibles, coinsurance, copayments or services not covered by the Employees Health Insurance Plan, or as provided in paragraph 6.4 and 6.9. The Laboratory shall not waive any deductibles, copayments and coinsurance required by the EGID, except during times of HELP/Wellness promotions, when the copayment/coinsurance is waived by EGID.

- 6.4 The Laboratory shall not collect amounts in excess of the Plan limits unless the member has exceeded his/her annual or lifetime maximum.
- 6.5 The Laboratory shall refund within 30 days of discovery to the member any overpayment 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 Laboratory shall bill EGID on forms acceptable to EGID within 60 days of providing the laboratory services. The Laboratory shall use the current CPT codes with appropriate modifiers, HCPCS codes, and ICD diagnostic codes, when applicable. The Laboratory shall furnish, upon request at no cost, all information, including medical 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 Laboratory are seeking reimbursement through the EGID. This provision shall not apply in cases involving litigation, multiple payors, or where the patient has failed to notify the Laboratory that they were a member.
- 6.8 EGID shall reimburse the Laboratory 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 the 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 medical and billing records relating to medical 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 Laboratory, or any agent, employee or other representative of a party, shall be liable to third parties for any act by commission or omission of the other party in performance of this Contract and the terms and provisions herein.
- 7.2 The Laboratory shall be required to obtain general and medical liability coverages for claims of acts and omissions of the Laboratory and its employees and agents. Such coverage shall be maintained at a level of not less than that which is mandated by state statute or less than \$1,000,000 per incident, when the Laboratory is not regulated by statute. EGID shall be notified 30 days prior to cancellation. If coverage is lost or reduced below specified limits, this Contract may be canceled by EGID.

VIII. MARKETING, ADVERTISING AND PUBLICITY

- 8.1 EGID shall encourage its members to use the services of the Network Laboratory.
- 8.2 EGID shall have the right to use the name, address, phone number and specialty of the Laboratory in a provider listing for purposes of informing members and prospective members of the identity of the Laboratory, and otherwise carrying out the terms of this Contract.

8.3 The Laboratory, upon prior approval of EGID, shall have the right to publicize its status as a Network Facility.

IX. DISPUTE RESOLUTION

9.1 EGID and the Laboratory 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.

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 10.1 at any time during the term of this Contract.

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 Following termination of this Contract, EGID shall continue to have access, at no cost to the EGID, to the Laboratory'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.

10.5 This Contract shall terminate with respect to a Laboratory upon:

- a) the loss or suspension of the Laboratory's Medicare, Joint Commission or CLIA certification; or
- b) failure to maintain Laboratory's professional and general liability coverage in accordance with this Contract.

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 express 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 in Section 11.1, EGID may designate an Administrator to administer any of the terms of this Contract.

- 11.4 This Contract, together with exhibits, contains the entire agreement between EGID and the Laboratory relating to the rights granted and the obligations assumed by the parties concerning the provision of laboratory 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 or section of 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 Laboratory.
- 11.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules and Regulations. Any provision of this Contract, which 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 determination at law or in a court of equity that one term or provision is unenforceable shall not operate so as to void the enforcement of the remaining terms and provisions of this entire Contract, or any one provision, in accordance with the intent and purpose of the parties hereto.
- 11.8 Nothing in this contract shall imply that the Laboratory is obligated to perform any medical procedure which would be contradicted by the Directives for Catholic Health Care Facilities.
- 11.9 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.
- 11.10 As mandated by HB1086, the Transparency, Accountability, and Innovation in Oklahoma State Government 2.0 Act of 2011, all payments disbursed by the Office of the State Treasurer must be made solely through electronic funds transfer (EFT). Provider/facility hereby agrees to accept EFT payments by July 1, 2013. Provider acknowledges that all health and dental claims received after July 1, 2013, regardless of the date of service, will be denied pending receipt of additional information if EFT payment information is not on file as of July 1, 2013.



**Network Provider Facility Credentialing Information
Contract Applications**

HealthChoice requires all three addresses on the respective pages of the application.

1. **Service Address** – This address is used for the location where health care services are performed and/or the physical location of the provider. The service address will be used for the on-line provider directory which is used by members and providers to identify and locate all HealthChoice Network Providers.
2. **Mailing Address** – Mailing contact information, if listed, will be utilized for all legal, contractual notices as defined in section 11.2 or 12.2 of the facility contracts. An email address must be included for this contact in order to access the online fee schedules. All notices will be sent electronically.
3. **Billing Address** – This address is used for submitting all claims to HealthChoice for processing and appears in box 33 of the CMS-1500 claim form or box 2 on the UB-04. If box 2 is not used by the facility, the billing address appears in Box 1 of the UB-04. Claims will be paid exclusively to the billing address.

Each address must have a corresponding phone number, email address, fax number and contact person.

Insurance Certificate/Face Sheet must have name of the applicant listed as the insured. The insurance limits must be at the levels required in the contract and must indicate clearly the coverage type(s) stated in the contract. Product liability coverage in lieu of professional/medical liability is acceptable for DME only.

W-9 forms must be signed and list only the Tax ID number for each location listed on the application which will be used on claim forms

Please return entire application packet with the new information.



**Network Facility
Application Requirements**

Thank you for your interest in the HealthChoice Provider Network.

Please complete the attached Application and submit with the required attachments listed below.

Complete all sections of the application. If an area of inquiry is not applicable to the facility, please indicate. If you need additional space to provide complete answers, attach additional sheets of paper and clearly indicate the item to which each sheet applies.

Retain the Contract for your records.

REQUIRED ATTACHMENTS

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

- Current state(s) license(s)**
- Face Sheet of current general and medical liability insurance policy**
Insurance Certificate/Face Sheet must have the name or the Facility listed as the insured. The insurance limits must be at the levels in the Contract and must indicate clearly that it is general and medical liability coverage.
- W-9 form for each Federal Tax Identification Number**
W-9 forms must be signed and list only the Federal Tax Identification Number listed on the Application which will be used on claim forms submitted to HealthChoice.
- Contract Signature Page**
- Electronic Funds Transfer (EFT) Form**
- Copy of voided check or bank letter for Electronic Funds Transfers**
- Copy of Medicare Certification Letter**
- Copy of Joint Commission Accreditation Certificate (if applicable)**
- Copy of AAAHC Accreditation Certificate (if applicable)**

Incomplete applications will be returned.



Network Facility Application

The completed Network Facility Application should be returned to the Office of Management and Enterprise Services Employees Group Insurance Division in its entirety, accompanied by the applicable attachments. You may mail, fax or email the completed application to:

Office of Management and Enterprise Services
Employees Group Insurance Division
ATTN: Network Management
3545 N.W. 58th St., Ste. 600
Oklahoma City, OK 73112
Phone: 1-405-717-8790 or 1-844-804-2642
Fax: 1-405-717-8977
EGID.NetworkManagement@omes.ok.gov

General Information

Legal Name of Owner: _____
Trade Name/DBA: _____
Medicare Facility Classification: _____ Medicare Number: _____

License Information

State: _____
License Number: _____
Expiration Date: _____

A copy of facility license is required for each state of practice.

Accreditation

Is this Facility accredited by the Joint Commission: Yes No
Joint Commission Program ID Number: _____
Date of most current accreditation: _____ Expiration Date: _____
Is this Facility accredited by the AAAHC? Yes No
Date of most current accreditation: _____ Expiration Date: _____

Insurance Information

Copy of Insurance Certificate/face sheet is required.

Please provide the following information about the Facility's current general and medical liability insurance coverage.

Name of Carrier: _____

Limits of General and Medical Liability Per Occurrence: _____ Expiration Date: _____

Important Facility Contacts

CEO/Administrator: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

CFO: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Credentialing Contact: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Address Information

Federal Tax ID Number: _____ National Provider Identification: _____

Attach a completed W9 form for each Federal Tax ID number.

Physical Address – physical location of the Facility

THIS ADDRESS AND PHONE NUMBER WILL APPEAR ON THE WEBSITE PROVIDER DIRECTORY.

Physical Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Mailing Address

Mailing Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Mailing contact information, if listed, will be utilized for all legal, contractual notices as defined in section 11.2 or 12.2 of the facility contracts. An email address must be included for this contact in order to access the online fee schedules. All notices will be sent electronically.

Billing/Remit Address – for claims payments and remittance statements

ALL BILLING INFORMATION BELOW MUST MATCH THE INFORMATION REFLECTED ON THE CLAIMS SUBMITTED.

Name Submitted on Claims: _____

Billing Office Name (if applicable): _____

Billing Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Additional Location

Federal Tax ID Number: _____ National Provider Identification: _____

Attach a completed W9 form for each Federal Tax ID number.

Physical Address – physical location of the Facility

THIS ADDRESS AND PHONE NUMBER WILL APPEAR ON THE WEBSITE PROVIDER DIRECTORY.

Physical Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Mailing Address- for correspondence/credentialing

Mailing Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Billing/Remit Address – for claims payments and remittance statements

ALL BILLING INFORMATION BELOW MUST MATCH THE INFORMATION REFLECTED ON THE CLAIMS SUBMITTED.

Name Submitted on Claims: _____

Billing Office Name (if applicable): _____

Billing Address: _____

City

State

ZIP

Phone: _____ Fax: _____

Contact Person: _____

Email Address: _____

Please use copies of these pages to report any additional locations.

HOSPITAL AND NON-HOSPITAL BASED SERVICES; if applicable

Does the Hospital provide the following specialty services?

- | | |
|--|---|
| <input type="checkbox"/> Ambulance | <input type="checkbox"/> Infusion Therapy |
| <input type="checkbox"/> Ambulatory Surgery Center | <input type="checkbox"/> Laboratory |
| <input type="checkbox"/> Dialysis | <input type="checkbox"/> Long Term Acute Care |
| <input type="checkbox"/> Durable Medical Equipment | <input type="checkbox"/> Psych/Substance Abuse |
| <input type="checkbox"/> Home Health Care | <input type="checkbox"/> Rehabilitation |
| <input type="checkbox"/> Hospice | <input type="checkbox"/> Skilled Nursing Facility |
| <input type="checkbox"/> Independent Diagnostic Testing Facility | <input type="checkbox"/> Sleep Study |

Does the Hospital provide the following services by a group of specialists? If yes, please list the provider group name.

- Anesthesiology Group: _____
- Emergency Physician Group: _____
- Pathology Group: _____
- Radiology Group: _____



Network Provider Laboratory Contract
Signature Page

The Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and the Facility incorporated by reference the terms and conditions of the HealthChoice Network Facility Contract (Contract) located in HCLCv2.0 at www.ok.gov/sib/Providers/Contracts_and_Applications into this Signature Page and acknowledge the Contract is an electronic record created according to 12A O.S. § 15-011 et seq. EGID and the Facility 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 Facility. The original of the signed document will remain on file in the office of EGID.

FOR THE FACILITY:

FOR EGID:

Legal Name of Owner (Typed or Printed)

Diana O'Neal
Deputy Administrator
Employees Group Insurance Division

Trade Name/DBA (Typed or Printed)

Federal Tax ID Number

Address of the Facility:

Authorized Officer or Representative (Typed or Printed)

Title

Signature

Signature Date

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