

# **INSURE OKLAHOMA PRIMARY CARE PROVIDER CONTRACT:**

- 1. SOONERCARE GENERAL PROVIDER  
AGREEMENT**
- 2. SPECIAL PROVISIONS FOR PHYSICIAN**
- 3. ADDENDUM 2 TO SOONERCARE  
PROVIDER AGREEMENT FOR INSURE  
OKLAHOMA/O-EPIC IP PRIMARY  
CARE PROVIDERS**

# SOONERCARE GENERAL PROVIDER AGREEMENT

## ARTICLE I. PURPOSE

The purpose of this Agreement is for Oklahoma Health Care Authority (OHCA) and PROVIDER to contract for health-care services to be provided to members in Oklahoma Medicaid, known as SoonerCare, programs.

## ARTICLE II. PARTIES AND DEFINITIONS

### 2.1 OHCA

- a) OHCA is the single state agency that the Oklahoma Legislature has designated through 63 Okla. Stat. § 5009 (B) to administer to Oklahoma's Medicaid program, known as SoonerCare.
- b) OHCA has authority to enter into this Agreement pursuant to 63 Okla. Stat. § 5006(A). OHCA's Executive Officer has authority to execute this Agreement on OHCA's behalf pursuant to 63 Okla. Stat. § 5008(B).
- c) OHCA's mailing address is: Oklahoma Health Care Authority, Attention: Provider Contracting, P.O. Box 54015, Oklahoma City, OK 73154.

### 2.2 PROVIDER

- a) PROVIDER is an individual or entity that has supplied Provider information to OHCA and executed this Agreement in order to order, refer, and/or provide health-care services to SoonerCare Members.
- b) If PROVIDER indicates in the Provider Information that he/she is enrolling only as an "Ordering/Referring Provider", the following paragraphs of this Agreement do not apply to PROVIDER: Section 4.1 paragraphs d, f, and l; Sections 4.2, 4.3, 4.4, and 4.5.

### 2.3 DEFINITIONS

- a) **Choice** means a medical home program where Members choose a primary care provider for care coordination and primary care provider. All other services are reimbursed on an FFS basis, but services not rendered by the primary care provider may require a referral.
- b) **Insure Oklahoma/Oklahoma Employer/Employee Partnership for Insurance Coverage Individuals Plan (IO IP)** means a comprehensive SoonerCare package that requires Members to share in the cost through premiums and co-payments. IO Members choose a primary care provider who is paid a monthly rate for case management. IO reimburses all other Member benefits on a fee-for-service basis, but services not rendered by the primary care provider may require a referral.
- c) **Member** means a person receiving health care benefits from a SoonerCare program.
- d) **OHCA** means Oklahoma Health Care Authority.
- e) **Provider Information** means all information requested from and supplied by PROVIDER to OHCA through its Electronic Provider Enrollment (EPE) system or through a paper application form or other written communication from PROVIDER.
- f) **SoonerCare** means all OHCA medical benefit packages including Traditional, Choice, Insure Oklahoma, SoonerPlan and Supplemental.
- g) **SoonerPlan** means a limited package of family planning benefits.

- h) **Supplemental** means a SoonerCare plan that provides medical benefits to supplement those services covered by Medicare (sometimes called “crossover”.)
- i) **Traditional** means a comprehensive SoonerCare package that pays providers for services on a fee-for-service basis.
- j) **Type** means the category of health-care provider as delineated in OAC § 317:30-1-1-et seq.

### **ARTICLE III. TERM**

- 3.1 This Agreement shall be effective upon completion when: (1) it is executed by the Provider; (2) all necessary documentation has been received and verified by the OHCA; and (3) it has been accepted by the OHCA. OHCA acceptance is complete only upon written notification to the PROVIDER by mail or electronic mail. The term of this Agreement shall expire as indicated in the Special Provisions for PROVIDER’s Type.
- 3.2 PROVIDER shall not assign or transfer any rights, duties, or obligations under this Agreement without OHCA’s prior written consent except as otherwise provided in this Agreement and applicable Addenda.

### **ARTICLE IV. SCOPE OF WORK**

#### **4.1 General Provisions**

Unless otherwise specified in the Special Provisions for PROVIDER’s Type, PROVIDER agrees:

- a) To provide health-care services to SoonerCare Members appropriate to PROVIDER’s Type and in accordance with applicable professional standards;
- b) That all Provider Information supplied by PROVIDER is correct; PROVIDER may correct or update Provider Information through EPE or in writing (facsimile acceptable) to OHCA;
- c) To comply with all applicable statutes, regulations, policies, and properly promulgated rules of OHCA;
- d) That the state has an obligation under 42 USC § 1396a(a)(25)(A) to ascertain the legal liability of third parties who are liable for the health care expenses of Members under the care of PROVIDER. Because of this obligation, PROVIDER agrees to assist OHCA, or its authorized agents, in determining the liability of third parties;
- e) To maintain all applicable licenses, certifications and/or accreditations as specified in the Special Provisions for PROVIDER’s type during the term of this Agreement. Should PROVIDER’s licenses, certifications and/or accreditations be modified, suspended, revoked, or in any other way impaired, PROVIDER shall notify OHCA in writing within three business days of such action. In the event PROVIDER’s licenses, certifications and/or accreditations are modified, PROVIDER shall abide by the terms of the modified licenses, certifications and/or licenses. In the event of suspension, revocation, or other action making it unlawful for PROVIDER to provide services under this Agreement, the Agreement shall terminate immediately. A violation of this paragraph, at the time of execution or during any part of the Agreement term, shall render the Agreement immediately void;

- f) That provision of services for purposes of this Agreement shall be limited to those services within the scope of the Oklahoma Medicaid State Plan reflected by properly promulgated rules; to the extent that services are not compensable under SoonerCare, the services may be provided but shall not be compensated by OHCA; PROVIDER acknowledges that covered services may vary between SoonerCare benefit plans;
- g) To maintain a clinical record system as follows:
  - i. The system shall be maintained in accordance with written policies and procedures, which shall be produced to OHCA or its agent upon request;
  - ii. PROVIDER shall designate a professional staff member to be responsible for maintaining the records and for ensuring they are completely and accurately documented, readily accessible, and systematically organized;
  - iii. Each patient's record shall include, as applicable and in addition to other items set forth herein: Member identification and personal, demographic and social data; evidence of consent forms; pertinent medical history; assessment of patient's health status and health-care needs; report of physical examination; brief summary of presenting episode and disposition; education and instruction to patient; all physician orders; diagnostic and laboratory test results; consultative findings; reports of treatments and medications; immunization records; preventive services; and other pertinent information necessary to monitor the patient. All entries must be legible, dated and include signatures of the physician and other health care professionals rendering the patient's care;
- h) To render services in an appropriate physical location, which shall include barrier-free access, adequate space for provision of direct services, appropriate equipment, proper exit signs, and a safe environment for patients;
- i) To train staff in handling medical and non-medical emergencies to ensure patient safety;
- j) To have a preventive maintenance program to ensure essential mechanical, electrical, and patient-care equipment is maintained in safe operating condition;
- k) To develop and enforce policies and procedures in accordance with laws regarding communicable diseases. These policies and procedures shall include universal precautions. Including precautions related to Human Immunodeficiency Virus (HIV) serologically positive patients, which equal or exceed such standards established by the U.S. Occupational Safety and Health Administration;
- l) To comply and certify compliance with 42 USC §§ 1395 cc(a)(1), 1395cc(f), and 1396a(w) which require SoonerCare providers to provide patients with information about patients' rights to accept or refuse medical treatment. PROVIDER shall educate staff and SoonerCare Members concerning advance directives. PROVIDER shall include in each Member's individual medical record documentation as to whether the Member has executed an advance directive. PROVIDER shall not discriminate on the basis of whether an individual has executed an advance directive.

#### **4.2 Rights and Responsibilities Related to Member Co-payments and Collections**

- a) Pursuant to 42 CFR § 447.15, payments made by OHCA shall be considered payment in full for all covered services provided to a Member, except for OHCA-allowed Member co-payments.
- b) PROVIDER shall not bill a Member or attempt in any way to collect any payment from a Member for any covered service, except for co-payments allowed by OHCA. This provision is in force even if PROVIDER elects not to bill OHCA for a covered service. Violation of this provision may result in suspension of payments, recoupment of OHCA reimbursements and/or contract action up to and including termination of this Agreement.
- c) PROVIDER shall not require Members to pay for services in advance, except for OHCA-allowed Member co-payments.
- d) PROVIDER may collect an OHCA allowed co-payment from a Member for a covered service and may use any legal means to enforce the Member's liability for such co-payment.
- e) PROVIDER shall not deny covered services to eligible Members because of their inability to pay a co-payment unless Member is enrolled in the IO IP benefit plan. PROVIDER may deny covered services to eligible IO IP Members if they are unable to pay a co-payment. Provision of a covered service to a Member unable to pay a co-payment does not eliminate the Member's liability for that co-payment.

#### **4.3 Payments from OHCA**

- a) Unless otherwise specified in the Special Provisions for PROVIDER's Type, OHCA shall pay PROVIDER for services in accordance with the appropriate part of OHCA's Provider Manual § 317:30-1-1-et seq., Coverage by category and limitations.
- b) PROVIDER agrees and understands that payment cannot be made by OHCA to vendors providing services under federally assisted programs unless services are provided without discrimination on the grounds of race, color, religion, sex, national origin or handicap.
- c) PROVIDER shall accept payment from OHCA by direct deposit to PROVIDER's financial institution. OHCA shall make payment in accordance with the information supplied by PROVIDER on the attached electronic funds transfer (hereafter EFT) form. PROVIDER shall update direct deposit information as needed by sending a signed EFT form to OHCA.
- d) PROVIDER shall release any lien securing payment for any SoonerCare compensable service. This provision shall not affect PROVIDER's ability to file a lien for non-covered service or OHCA-permitted co-payment.
- e) Satisfaction of all claims will be from federal and state funds. Any false claims, statements, or documents, or any concealment of a material fact may be prosecuted.
- f) Payments will be made to PROVIDER within forty-five (45) days of submission of a "clean claim" as such term is defined at 42 CFR § 447.45(b). PROVIDER is entitled to interest in accordance with 62 Okla. Stat. § 41.4B (1991) for all payments not made within forty-five days after the clean claim has been submitted to OHCA or its claims payment agent.

- g) PROVIDER certifies with each claim for payment that the services or products for which payment is billed by or on behalf of PROVIDER were medically necessary as defined by OAC 317:30-3-1(f) and were rendered by PROVIDER.

#### **4.4 Billing Procedures**

- a) PROVIDER agrees all claims shall be submitted to OHCA in a format acceptable to OHCA and in accordance with OHCA regulations. Electronic and/or Internet submitted claims may receive priority handling.
- b) If PROVIDER enters into a billing service agreement, PROVIDER shall be responsible for the accuracy and integrity of all claims submitted on PROVIDER's behalf by the billing service.
- c) PROVIDER shall not use the billing service or any other entity as a factor, as defined by 42 CFR § 447.10.
- d) PROVIDER is responsible for verifying a Member's appropriate eligibility by contacting OHCA's Eligibility Verification System (EVS).

#### **4.5 Secure Website**

- a) OHCA may assign PROVIDER a user ID number and password that allows PROVIDER to access the secure website for the purpose of retrieving information about SoonerCare programs and Members.
- b) PROVIDER agrees to protect access to the website by safeguarding user ID numbers and passwords.
- c) Confidentiality requirements in Article VII apply to all Member Information on the secure website, including information related to third party liability and prior authorizations for medical services.
- d) Pursuant to 21 Okla. Stat. § 1953, any person who willfully missuses a computer or computer information may be persecuted.
- e) Any violation of the terms of this section or the confidentiality requirements of Article VII, including unauthorized use or modification of any information on the secure website, may result in suspension or termination of PROVIDER's access to the secure website.

#### **4.6 Telemedicine**

- a) Coverage for telemedicine services is limited to members in rural areas or geographic areas where there is a lack of medical/psychiatric/mental health expertise locally. All telemedicine services are at the discretion of OHCA.
- b) Authorized originating sites are:
  - i. The office of a physician or practitioner;
  - ii. A hospital;
  - iii. A school;
  - iv. An outpatient behavioral health clinic;
  - v. A critical access hospital;
  - vi. A rural health clinic (RHC);
  - vii. A federally qualified health center (FQHC); or
  - viii. An Indian Health Service facility, a Tribal health facility or an Urban Indian clinic (ITU).
- c) Authorized distant site specialty providers are:

- i. Physicians;
- ii. Advanced Registered Nurse Practitioners;
- iii. Physician Assistants;
- iv. Genetic Counselors;
- v. Licensed Behavioral Health Professionals;
- vi. Dieticians; and
- vii. ITU's with specialty service providers as listed in (A) through (F) above.

**ARTICLE V. LAWS APPLICABLE**

**5.1** The parties to this Agreement acknowledge and expect that over the term of this Agreement laws may change. Specifically, the parties acknowledge and expect (i) federal Medicaid statutes and regulations, (ii) state Medicaid statutes and rules, (iii) state statutes and rules governing practice of health care professions, and (iv) any other laws cited in the Agreement may change. The parties shall be mutually bound by such changes.

**5.2** As applicable, PROVIDER shall comply with and certifies compliance with:

- a) Age Discrimination in Employment Act, 29 USC § 621 et seq.;
- b) Rehabilitation Act, 29 USC § 701 et seq.;
- c) Drug-Free Workplace Act, 41 USC § 701 et seq.;
- d) Title XIX of the Social Security Act, 42 USC § 1396 et seq.;
- e) Civil Rights Act, 42 USC §§ 2000d et seq. and 2000e et seq.;
- f) Age Discrimination Act, 42 USC § 6101 et seq.;
- g) Americans with Disabilities Act, 42 USC § 12101 et seq.;
- h) Oklahoma Worker's Compensation Act, 85 Okla. Stat. § 1 et seq.;
- i) 31 USC § 1352 and 45 CFR § 93.100 et seq., which (1) prohibit the use of federal funds paid under this Agreement to lobby Congress or any federal official to enhance or protect the monies paid under the Agreement and (2) require disclosures to be made if other monies are used for such lobbying;
- j) Presidential Executive Orders 11141, 11246 and 11375 at 5 USC § 3501 and as supplemented in Department of Labor regulations 41 CFR §§ 741.1-741.84, which together require certain federal contractors and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;
- k) The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR Part 160 et seq. that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of (HIPPA), Public Law 104-191, 110 Stat. 1936, and HIPPA regulations at 45 CFR § 160.101 et seq.;
- l) Vietnam Era Veterans' Readjustment Assistance Act, Public Law 93-508, 88 Stat. 1578;
- m) Protective Services for Vulnerable Adults Act, 43A Okla. Stat. § 10-101 et seq.;
- n) Debarment, Suspension and other Responsibility Matters, 45 CFR §§ 76.105 and 76.110;
- o) With regard to equipment (as defined by 2 CFR 225) purchased with monies received from OHCA pursuant to this Agreement, 74 Okla. Stat. §§ 85.44(B) and (C), 45 CFR § 74.34, 42 CFR 447.20 and 447.21.
- p) Federal False Claims Act, 31 § USC 3729-3733; 31 USC § 3801.

- q) Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 Okla. Stat. § 1313 and participates in the Status Verification System. The Status Verification System is defined at 25 Okla. Stat. § 1312 and includes but is not limited to, the free Employment Verification Program (e-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
- 5.3 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.
- 5.4 All questions pertaining to validity, interpretation, and administration of this Agreement shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed or product is provided.
- 5.5 The venue for legal actions arising from this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma.

#### **ARTICLE VI. AUDIT INSPECTION**

- 6.1 As required under 42 CFR 431.107, PROVIDER shall keep such records as are necessary to disclose fully the extent of services provided to Members and shall furnish records and information regarding any claim for providing such service to OHCA, the Oklahoma Attorney General's Medicaid Fraud Control Unit (MFCU hereafter), and the U.S. Secretary of Health and Human Services (Secretary hereafter). PROVIDER agrees to keep records to disclose the services it provides for seven years from the date of service. PROVIDER shall not destroy or dispose of records, which are under audit, review or investigation when the seven-year limitation is met. PROVIDER shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.
- 6.2 Authorized representatives of OHCA, MFCU, and the Secretary shall have the right to make physical inspection of PROVIDER's place of business and to examine records relating to financial statements or claims submitted by PROVIDER under this Agreement and to audit PROVIDER's financial records as provided by 42 CFR § 431.107. If PROVIDER fails to submit records to OHCA or its agent within reasonable specified timeframes, all SoonerCare payments to PROVIDER may be suspended until records are submitted.
- 6.3 Pursuant to 74 Okla. Stat. § 85.41, OHCA and the Oklahoma State Auditor and Inspector shall have the right to examine PROVIDER's books, records, documents, accounting procedures, practices, or any other items relevant to this Agreement.
- 6.4 PROVIDER shall submit, within thirty-five days of a request by OHCA, MFCU, or the Secretary, all documents, as defined by 12 Okla. Stat. § 3234, in its possession, custody, or control concerning (i) the ownership of any subcontractor with whom PROVIDER has had business transactions totaling more than twenty-five thousand dollars during the twelve months preceding the date of the request, or (ii) any significant business transactions between PROVIDER and any wholly owned supplier or between PROVIDER and any subcontractor during the five years preceding the date of the request.
- 6.5 If PROVIDER is an entity other than an individual person, PROVIDER shall provide OHCA with information concerning PROVIDER's ownership in accordance with 42 CFR § 455.100 et seq. PROVIDER agrees to update its Provider Information within

twenty (20) days of any change in ownership. Ownership information is critical for determining whether a person with an ownership interest has been convicted of a program-crime under Titles V, XVIII, XIX, XX and XXI of the federal Social Security Act, 42 USC § 301 et seq. PROVIDER shall also furnish ownership information to OHCA upon further request.

## **ARTICLE VII. CONFIDENTIALITY**

- 7.1** PROVIDER agrees that SoonerCare Member information is confidential pursuant to 42 USC § 1396a(7), 42 CFR § 431:300-306, and 63 Okla. Stat. § 5018. PROVIDER shall not release the information governed by these requirements to any entity or person without proper authorization or OHCA's permission.
- 7.2** PROVIDER shall have written policies and procedures governing the use and removal of patient records from PROVIDER's facility. The patient's written consent shall be required for release of information not authorized by law, which consent shall not be required for state and federal personnel working with records of Members.
- 7.3** PROVIDER agrees that SoonerCare Member and provider information cannot be remarketed, summarized, distributed, or sold to any other organization without the express written approval of OHCA.
- 7.4** PROVIDER agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Parts 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and 42 U.S.C. §§ 1320d-1230d-8.
- 7.5** PROVIDER must report a known breach of confidentiality, privacy, or security, as defined under HIPPA, to the OHCA Privacy and Confidentiality Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of the Agreement.
- 7.6** PROVIDER agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OHCA Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- 7.7** PROVIDER shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OHCA of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by PROVIDER as of the first on which such breach is known to PROVIDER or, by exercising reasonable diligence, would have been known to PROVIDER.
- 7.8** PROVIDER shall report to the OHCA any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. PROVIDER shall report to OHCA any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, PROVIDER agrees to mitigate,

to the extent practicable, any harmful effect that is known to PROVIDER of a use or disclosure of PHI by PROVIDER in violation of the requirements of this Agreement.

#### **ARTICLE VIII. TERMINATION**

- 8.1** This Agreement may be terminated by three methods: (i) Either party may terminate this Agreement for cause with a thirty-day written notice to the other party; (ii) either party may terminate this agreement without cause with a sixty-day written notice to the other party; or (iii) OHCA may terminate the Agreement immediately (a) to protect the health and safety of Members, (b) upon evidence of fraud, (c) pursuant to Paragraph 4.1 (e) above.
- 8.2** In the event funding of SoonerCare from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately by OHCA.
- 8.3** In the event of termination, PROVIDER shall provide any records or other assistance necessary for an orderly transition of SoonerCare Members' health care.

#### **ARTICLE IX. OTHER PROVISIONS**

- 9.1** The representations made in the memorialization of the Agreement constitute the sole basis of the parties' contractual relationship. No oral representation by either party relating to services covered by this Agreement shall be binding on either party. Any amendment to this Agreement shall be in writing, signed by PROVIDER and accepted by OHCA; OHCA acceptance is complete only upon written notification to PROVIDER by mail or electronic mail.
- 9.2** Attachments to this Agreement which are made part of the Agreement and incorporated by reference are (i) Special Provisions for PROVIDER's Type; and (ii) Provider Information.
- 9.3** If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect any other provision, and the invalid provision shall be wholly disregarded.
- 9.4** Titles and subheadings used in this Agreement are provided solely for the reader's convenience and shall not be used to interpret any provision of this Agreement.
- 9.5** OHCA does not create and PROVIDER does not obtain any license by virtue of this Agreement. OHCA does not guarantee PROVIDER will receive any patients, and PROVIDER does not obtain any property right or interest in any SoonerCare Member business by this Agreement.

## **SPECIAL PROVISIONS FOR PHYSICIAN**

1. PROVIDER holds a license as a physician from the Oklahoma State Board of Medical Licensure and Supervision or the Oklahoma State Board of Osteopathic Examiners or the appropriate licensing agency in the state where SoonerCare services are rendered.
2. "Practice of Medicine" means the practice of medicine and surgery as provided in 59 Okla. Stat. § 492 (C) and the practice of osteopathic medicine as provided in 59 Okla. Stat. § 621 or as defined in the appropriate licensure act in the state where services are rendered. PROVIDER agrees to abide by all restrictions on the practice of medicine, as appropriate to physician's license, as expressed by the Oklahoma Statutes and Oklahoma State Board of Medical Licensure and Supervision or Oklahoma State Board of Osteopathic Examiners rules or the appropriate statutory and regulatory restrictions of the state where services are rendered.
3. If PROVIDER has indicated in the Provider Information enrollment only as an "Ordering/Referring Provider", this provision does not apply. Otherwise, PROVIDER agrees:
  - A. To participate in the Vaccine for Children Program if PROVIDER provides primary care services to members under the age of eighteen (18);
  - B. To have in force medical malpractice insurance in the amount of no less than one million dollars (\$1,000,000.00) per occurrence, unless all hospitals at which he/she has staff privileges require less; in which case he/she must carry insurance at the level of the most restrictive hospital requirement; a physician, physician assistant, or nurse practitioner covered by the Federal or State Tort Claims Act is exempt from this requirement;
  - C. To comply with OHCA rules regarding Early and Periodic Screening, Diagnosis and Treatment (EPSDT) screening found at OAC 317:30-3-65 et seq if PROVIDER provides primary care services to member under the age of twenty-one (21); EPSDT screenings must contain all elements shown at OAC 317:30-3-65.2.  
PROVIDER shall:
    - a) Educate families who have members under 21 about the EPSDT Program and its importance to the health of children and adolescents;
    - b) Conduct and document EPSDT outreach to ensure that members are current with respect to the periodicity schedule;
    - c) Document follow up with members who have missed appointments.
4. If PROVIDER indicates in the Provider Information that PROVIDER shall serve as a primary care provider (hereinafter "PCP") in the Choice program, then Addendum 1 is made part of this Agreement and incorporated by reference.
5. If PROVIDER indicates in the Provider Information that PROVIDER shall serve as a PCP in the IO program, then Addendum 2 is made part of this Agreement and incorporated by reference.
6. If PROVIDER has indicated in the Provider Information a specialty of Psychiatrist and that he/she provides services under the Developmental Disabilities Services Division Home and Community Based Waiver Program, then Addendum 3 is incorporated by reference and made part of this Agreement.
7. If PROVIDER has indicated in the Provider Information a specialty of Psychiatrist and that he/she provides services under the Living Choice, My Life My Choice,

SoonerSeniors, and/or Medically Fragile programs, then Addendum 4 is incorporated by reference and made part of this Agreement.

8. The term of this Agreement shall expire on September 30, 2016.

**ADDENDUM 2 TO SOONERCARE PROVIDER AGREEMENT  
FOR INSURE OKLAHOMA/O-EPIC IP PRIMARY CARE PROVIDERS**

**1.0 PURPOSE**

The purpose of this Addendum (hereinafter "ADDENDUM 2") is for OHCA and PROVIDER to contract for Insure Oklahoma (IO IP) PCP services.

**2.0 DEFINITIONS**

The terms used in ADDENDUM 2 have the following meanings:

A. PANEL means a group of members who have selected PROVIDER for PCP services.

**3.0 PROVIDER QUALIFICATIONS AND SERVICES**

**3.1 Licenses and Permits**

A. If PROVIDER's Type is Physician, Physician Assistant or Certified Nurse Practitioner, PROVIDER must have full prescriptive authority, including Drug Enforcement Administration (DEA) and Oklahoma Board of Narcotics and Dangerous Drugs (OBNDD) numbers or the appropriate authority in the state where services are rendered. If PROVIDER's Type is Group, PROVIDER must have on staff a sufficient number of practitioners with full prescriptive authority including DEA and OBNDD numbers or the appropriate authority in the state where services are rendered to serve the needs of PROVIDER's panel.

B. If PROVIDER's Type is Physician, PROVIDER states that he/she:

1. Is in general practice or is board eligible or certified in family medicine, internal medicine or pediatrics;
2. If a medical resident serving as a PCP, is:
  - a) At the Post-Graduate (PG-2) level or higher;
  - b) Serving as a PCP only within his/her continuity clinic (e.g., family practice residents may only serve as PCP's within the family practice residency clinic setting);
  - c) Working under the supervision of a licensed attending physician.

C. If PROVIDER's Type is Group, PROVIDER states it consists of Professionals who:

1. are physicians in general practice or board certified in family medicine, internal medicine or pediatrics who provide health care either through the practice of allopathic medicine as defined by 59 Okla. Stat. § 492, or through the practice of osteopathic medicine as defined by 59 Okla. Stat. § 621 and are licensed as required by 59 Okla. Stat. §§ 491 or 622 or the appropriate licensing agency in the state where services are rendered; and/or
2. provide health care services as defined by the Physician Assistant Act 59 Okla. Stat. § Supp. 519.2(3) and are licensed as physician assistants as required by 59 Okla. Stat. Supp. 1997 § 519.4 or the appropriate licensing agency in the state where services are rendered; and/or
3. provide health care services through the practice of advanced practice registered nursing as defined in 59 Okla. Stat. § 567.1 et seq and are licensed and certified as advanced practice registered nurses as required by Okla. Stat. § 567.1 et seq or the appropriate licensing agency in the state where services are rendered.

4. PROVIDER, if employing any medical resident providing services under ADDENDUM 2, states that such resident:
  - a) Is licensed to practice medicine in the State of Oklahoma or the state in which he/she practices;
  - b) Is at the Post-Graduate (PG-2) level or higher;
  - c) Serves within his/her continuity clinic (e.g., family practice residents may only serve within the family practice residency clinic setting);
  - d) Works under the supervision of a licensed attending physician.

### **3.2 Provider Services and Responsibilities**

#### **PROVIDER shall:**

- A. Provide case management services and primary care services for IO IP members assigned to PROVIDER's panel. Case management means: i) coordinating and monitoring all medical care for panel members; ii) making medically necessary specialty referrals for panel members, including standing referrals (i.e. a PCP referral for a member needing to access multiple appointments with a specialist over a set period of time (such as a year), without seeking multiple referrals that may include a limitation on the frequency or number of visits; iii) coordinating panel members' admissions to the hospital; iv) making appropriate referrals to the Women, Infants and Children (WIC) program; v.) coordinating with mental health professionals involved in panel members' care; vi.) educating panel members to appropriately use medical resources such as the emergency room;
- B. Ensure that the services provided are sufficient in amount, duration, and scope to reasonably meet the health care needs of the members assigned to PROVIDER;
- C. Not require a member to obtain a referral for the specialty care of members with special health care needs as defined by OHCA or for other services listed at OAC 317:45-11-10 which currently include:
  1. Behavioral health services;
  2. Prenatal and obstetrical supplies, meaning prenatal care, delivery, and sixty (60) days of postpartum care;
  3. Emergency services
  4. Services delivered to American Indians at Indian Health Service, tribal, or urban Indian clinics;
  5. Family planning supplies and services, meaning an office visit for comprehensive family planning evaluation; including obtaining a Pap smear;
  6. Women's routine and preventive health care services.
- D. Be accountable for any functions and responsibilities that it delegates to any subcontractor. PROVIDER shall have a written agreement with subcontractor that specifies subcontractor's activities and responsibilities and shall monitor such agreement on an ongoing basis. PROVIDER shall also ensure that subcontractors comply with applicable Federal and State laws and regulations.
- E. If providing primary care to children under 18, have not been terminated from the Vaccines for Children (VFC) program for cause.
- F. If PROVIDER's type is GROUP, comply with OHCA rules regarding Early and Periodic Screening, Diagnosis and Treatment (EPSDT) screening found at OAC 317:30-3-65 et seq if PROVIDER provides primary care services to member under the

age of twenty-one (21); EPSDT screenings must contain all elements shown at OAC 317:30-3-65.2. PROVIDER shall:

1. Educate families who have members under 21 about the EPSDT Program and its importance to the health of children and adolescents;
2. Conduct and document EPSDT outreach to ensure that members are current with respect to the periodicity schedule;
3. Document follow up with members who have missed appointments.

### **3.3 Access to Care**

PROVIDER shall:

- A. Ensure the availability of twenty-four (24) hour per day, seven (7) days per week telephone coverage with immediate availability of an on-call medical professional. PROVIDER shall provide all panel members with the information necessary to access the 24-hour coverage.
- B. Make a medical evaluation or cause such an evaluation to be made:
  1. For new or existing members with urgent medical conditions: within twenty-four (24) hours with appropriate treatment and follow up as deemed medically necessary. Urgent medical condition means a condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances and/or symptoms of substance abuse), such that a reasonably prudent lay person could expect that the absence of medical attention within twenty-four (24) hours could result in: (i.) placing the health of the individual (or with respect to a pregnant woman the health of the woman or her unborn child) in serious jeopardy; or (ii) serious impairment to bodily function; or (iii) a serious dysfunction of any body organ or part;
  2. For new or existing members with non-urgent medical problems: within three (3) weeks. This standard does not apply to appointments for routine physical exams, nor for regularly scheduled visits to monitor a chronic medical condition, if that condition calls for visits to occur less frequently than once every three weeks.
- C. Offer hours of operation that are no less than the hours of operation offered to commercial members or hours comparable to those offered to SoonerCare Traditional members if PROVIDER serves only SoonerCare members;
- D. Offer its panel members access to medical coverage through other SoonerCare contracted providers if PROVIDER is unable to maintain regular office hours for a period of three or more consecutive days. This coverage must be arranged and paid for by PROVIDER;
- E. Evaluate members' needs for hospital admissions and services and coordinate necessary referrals. If PROVIDER does not have hospital admitting privileges, PROVIDER shall make arrangements with the practitioners specified on PROVIDER's application form to coordinate the member's admission to the hospital. PROVIDER shall coordinate the member's hospital plan of care with the receiving practitioner if appropriate, until the member is discharged from the hospital.

### **3.4 Emergency Services**

PROVIDER shall not refer patients to the emergency room for non-emergency conditions. Medical care for non-emergency medical conditions shall be provided in the office setting. PROVIDER shall advise members of the proper use of the emergency room. Nothing in this

paragraph shall limit PROVIDER's ability to provide emergency room services to a panel member consistent with his/her legal scope of practice in an emergency room setting.

### **3.5 Record Keeping and Reporting**

PROVIDER shall:

- A. Document in the member's medical record each referral to other health care providers. PROVIDER shall also keep a copy of each medical report(s) submitted to PROVIDER by any referring provider. If a medical report is not returned in a timely manner, PROVIDER will contact the health care provider to whom the referral was made to obtain such report(s);
- B. Report to the Insure Oklahoma Call Center any member status changes such as births, deaths, marriages, and changes of residence in a timely manner when known; the current number for reporting is 1-888-365-3742; OHCA shall notify PROVIDER if this number changes;
- C. Provide data as requested by OHCA to support research and quality improvement initiatives;
- D. Obtain proper consent and transfer member medical records free of charge, if requested, in the event that the member moves or changes PCPs.

## **4.0 PROVIDER PANEL REQUIREMENTS**

### **4.1 Panel Capacity**

- A. PROVIDER shall specify a capacity of IO IP members he/she is willing to accept under this Agreement.
  1. A full time IO IP practitioner means a practitioner available for appointments a minimum of 30 hours per week who sees only IO IP members. If the practitioner is available for appointments less than thirty (30) hours a week and/or sees a combination of IO IP members and other patients, the practitioner's capacity shall be reduced proportionately. If the practitioner is also a Choice PCP, the practitioner shall not exceed this capacity for both panels combined.
  2. If PROVIDER's Type is Physician, PROVIDER's capacity shall not exceed two thousand five hundred (2,500) members for a full time IO IP physician or eight hundred seventy-five (875) members for a full time resident;
  3. If PROVIDER's Type is Group, PROVIDER's capacity shall not exceed the total of two thousand five hundred (2,500) members for each full time IO IP Physician Professional, one thousand two hundred fifty (1,250) for each full time Physician Assistant or Certified Nurse Practitioner Professional, and eight hundred seventy-five (875) members for each medical resident Professional;
  4. If PROVIDER's type is Physician Assistant or Certified Nurse Practitioner, PROVIDER's capacity shall not exceed one thousand two hundred and fifty (1,250) members for a full time IO IP Physician Assistant or Certified Nurse Practitioner.
- B. If PROVIDER initially enrolls as an IO IP PCP after October 1, 2008, PROVIDER shall specify a capacity of at least 50 members.
- C. OHCA does not guarantee PROVIDER an enrollment level nor will OHCA pay for members who are not eligible or excluded from enrollment.
- D. PROVIDER may request a change in his/her/its capacity through the EPE system. This request is subject to review according to program standards. In the event PROVIDER requests a lower capacity, OHCA may lower the capacity by disenrolling members to

achieve that number or allowing the capacity to adjust as members change their PCP or lose eligibility.

**4.2 Non-discrimination**

Unless approved by OHCA, PROVIDER must accept members in the order in which they apply without restriction up to the capacity established by ADDENDUM 2. PROVIDER shall not refuse an assignment or discriminate against members on the basis of health status or need for health care services or on the basis of race, color or national origin. PROVIDER shall not use any policy or practice that has the effect of discriminating on the basis of race, color or national origin.

**4.3 Continuity of Care**

PROVIDER shall provide medically necessary health care for any member who has selected or been assigned to PROVIDER's panel until OHCA officially reassigns the member. PROVIDER shall not notify the member of a change of PCP until PROVIDER has received notification from OHCA.

**4.4 Disenrollment at Request of PCP with Cause**

PROVIDER may request OHCA to disenroll a member for cause. OHCA will give written notice of the disenrollment request to the member.

**5.0 OBLIGATIONS OF OHCA**

OHCA shall:

- A. Mail PROVIDER a monthly list of IO IP panel members; this enrollment roster will be mailed to the service location address listed in the Provider Information;
- B. Provide support services to the PROVIDER in the areas of referral arrangements, overall utilization management, claims submission, administrative case management, and member education and discrimination policies;
- C. Disenroll members from PROVIDER's panel if ADDENDUM 2 is terminated.

**6.0 FEE PAYMENTS AND REIMBURSEMENTS**

**6.1 Payment of Case Management Fee**

In exchange for a fee paid per member per month, the PCP provides or otherwise assures the delivery of case management services and referrals for specialty services for an enrolled group of eligible individuals.

- A. OHCA shall pay PROVIDER a fee for each member enrolled with PROVIDER which is payment in full for all case management services.
- B. Rates for IO IP case management are available on the OHCA website.
- C. OHCA shall make payments by the tenth business day of each month. A single amount will represent payment for all eligible members enrolled with PROVIDER as of the first day of that month. This payment will be made for all PROVIDER's panel members regardless of what, if any, covered services PROVIDER renders during the month.
- D. OHCA will adjust payments based on the member's enrollment or disenrollment effective dates.

**6.2 Payment for Services other than Case Management**

OHCA shall pay PROVIDER for services in accordance with the appropriate Part of OHCA's Provider Manual OAC 317:30-1-1- et seq. Coverage by Category and limitations.

**6.3 Penalties**

If PROVIDER fails to provide required case management services, or access to care as defined in Section 3.3, OHCA may notify PROVIDER and impose penalties including:

- A. "Freezing" PROVIDER's panel, i.e. not allowing new member enrollments; and/or
- B. Permanently reducing PROVIDER's maximum panel size; and/or
- C. Recouping and/or withholding an appropriate portion of the PROVIDER's case management fee based on the number of panel members affected, the time period of the infraction(s), and the amount attributed to the service; and/or
- D. Contract action up to and including terminating ADDENDUM 2 or PROVIDER's entire SoonerCare Agreement.

## **7.0 OTHER TERMS AND CONDITIONS**

### **7.1 Recoupment of Payments**

In the event ADDENDUM 2 is terminated for any reason, OHCA may recoup any monies owed from PROVIDER to OHCA under ADDENDUM 2 from PROVIDER's other SoonerCare reimbursements.