

JOEL NICO GOMEZ
CHIEF EXECUTIVE OFFICER



MARY FALLIN
GOVERNOR

STATE OF OKLAHOMA
OKLAHOMA HEALTH CARE AUTHORITY

May 28, 2015

Re: Amendment to Special Provisions for Schools

Dear PROVIDER:

This letter is to inform you that your Provider Agreement for Schools with the Oklahoma Health Care Authority has been amended effective June 1, 2015.

Please find attached the Amendment to your agreement. If you are interested in remaining a School provider for the Oklahoma Health Care Authority, please complete the Amendment and return via mailing address, fax or email listed below:

Oklahoma Health Care Authority
Attn: Legal Operations
4345 N. Lincoln Blvd
Oklahoma City, Oklahoma 73105
Fax: (405) 530-3351
Email: laura.holiday@okhca.org

If you have questions, please contact Provider Enrollment at 1-800-522-0114, option 5.

Sincerely,

Provider Enrollment

AMENDMENT TO SOONERCARE PROVIDER AGREEMENT FOR SCHOOLS

The Oklahoma Health Care Authority (OHCA) and PROVIDER agree to amend the SoonerCare Provider Agreement for the purpose of educating providers on recent policy changes regarding School Providers as follows:

1. Article 4.1 paragraphs d, g, h, i, j, and k, of the General Provider Agreement do not apply to PROVIDER.
2. The purpose of this Agreement is to establish early identification of health and mental health problems which adversely affect the development of children and impair educational functions and provide that medical services can be delivered to children by the school districts on a fee-for-service basis.
3. PROVIDER states that it is an entity that enters into this Agreement under the provisions of 74 Okla. Stat. § 1008.
4. PROVIDER shall employ or contract with individual health-care professionals (hereinafter "Professional(s)") who each hold a license from the appropriate Oklahoma State licensing agency or the appropriate licensing agency in the state where SoonerCare services are rendered pursuant to this Agreement. Each Professional is an individual who has executed a current Individual Provider Agreement appropriate to Professional's Type with OHCA for provision of health-care services and has assured compliance with state and federal law. PROVIDER has supplied the required information about Professionals in its Provider Information. Effective July 1, 2015, the rendering Professional will be required to enroll with OHCA as a school provider.
5. In compliance with 42 CFR § 447.10(g), PROVIDER affirms that it may receive payment for Medicaid services:
 - (a) The rendering professional is either employed or contracted with PROVIDER, who is required as a condition of employment to turn over his or her fees to PROVIDER;
 - (b) The rendering professional is contracted with PROVIDER that requires the PROVIDER to submit the claim.
6. PROVIDER shall:
 - (a) Designate an appropriate employee as a SoonerCare Coordinator to attend OHCA school-based training yearly during the term of this Agreement and attend other meetings, audits, or conferences as requested by OHCA;
 - (b) Develop individual treatment plans such as Individual Education Program (IEP) or Individual Health Service Plan (IHSP) for each child receiving child health services and document and notify the member's PCP/CM of all services provided under the term of this Agreement at the time the need for the service is identified;
 - (c) Develop and implement a 504 Plan pursuant to section 504 of the Rehabilitation Act and Americans with Disabilities Act (ADA) to make accommodations for a child that has a physical or mental disability which limits one or more major functions of life.
 - (d) Educate contracted Professionals on SoonerCare services based on the type of services as follows:

- i. Services provided pursuant to an IEP or 504 Plan must be performed during the school day by a rendering Professional contracted with OHCA and the school. Services that are not provided pursuant to an IEP and/or 504 Plan during the school day are not compensable, but may be compensable as Early and Periodic Screening, Diagnostic and Treatment services if deemed medically necessary.
 - ii. Services other than those described in paragraph 6(h)(i), rendered by an Individual Provider in the school setting are compensable only before or after the instructional school day.
- (e) Notify OHCA of all subcontractors performing work under this Agreement within 30 days of the effective date of this Agreement and within 10 days of any changes in subcontractors or responsibilities and shall:
- ii. Be responsible for meeting all terms of this Agreement whether or not PROVIDER employs subcontractors;
 - iii. Ensure that no subcontractor, whether an individual or organization, operates as both a contractor of services and a billing agent for services
- (f) Assure that all personnel rendering services under this Agreement meet all qualifications required in OHCA administrative rules, including OHCA-required accreditation of outpatient behavioral health contractors; this provision applies to all personnel rendering school-based services, whether employed by PROVIDER, subcontracted to PROVIDER, or employed by PROVIDER's subcontractor;
- (g) Certify that to the best of its knowledge that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the PROVIDER, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the PROVIDER shall complete and submit Standard Form-LLL "Disclosure Forms to Report Lobbying" in accordance with its instructions.
- (h) Require that the language of the certification in section (e) above be included in the award document for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (i) Keep its listing of Professionals current by modifying its Provider Information online or by notifying OHCA in writing (facsimile acceptable) of each deletion

or addition of a Professional at least fifteen calendar days prior to such occurrence; in the event of death, sudden illness or infirmity, unexpected license discipline, unexpected resignation, or similar event, PROVIDER shall:

- i. Modify its Provider Information online within 15 calendar days; or
- ii. Notify OHCA by facsimile within 15 calendar days.

7. Payment

- (a) OHCA shall pay PROVIDER for services provided under this Agreement in accordance with OHCA's school-based services fee schedule.
- (b) In recognition that state share matching funds are appropriated to PROVIDER, OHCA shall invoice PROVIDER quarterly for the state share of all payments made under this Agreement. PROVIDER shall have forty-five (45) days to pay OHCA's invoice in accordance with 62 Okla. Stat. § 34.72.

8. Federal Disallowances Or Other Recoupments

- (a) PROVIDER and OHCA understand that during the term of this Agreement, the federal government may levy a disallowance on the Medicaid expenditures made in connection with this Agreement. Disallowance for purposes of this article relate to programs or services funded under Medicaid for which PROVIDER pays the state share and performs eligibility services for those programs for which PROVIDER pays the state share.
 - (b) If a disallowance is levied because of a failure to timely file a State Plan Amendment or meet technical notice requirements of a State Plan Amendment, the OHCA shall be responsible for the cost of the disallowance.
 - (c) Enhanced match: If PROVIDER receives an enhanced federal matching assistance percentage (FMAP) under the provisions of the American Recovery and Reinvestment Act of 2009, PROVIDER shall ensure that the eligibility standards, methodologies and procedures of its Medicaid-compensable program(s) are not made more restrictive than those in effect on July 1, 2008. In the event that enhanced FMAP is disallowed, deferred, or recouped because of a violation of these requirements, PROVIDER shall reimburse OHCA for the amount of the disallowance, deferral or recoupment.
 - (d) PROVIDER and OHCA shall cooperate in the defense of any disallowance claim arising in connection with this Agreement. The costs of such defense shall be borne by the party described in Sections (b) or (c) above who is responsible for the error or omission resulting in the disallowance. In the event of disagreement about the responsibility for the disallowance, the parties may agree to divide the costs of the legal defense so the parties' defense is not impaired by the disagreement.
 - (e) This Article shall apply to all audit exceptions, disallowances, deferrals, or other methods used by the Federal government to recoup federal matching funds.
9. The term of this Agreement shall expire June 30, 2017.

This Amendment shall be effective beginning July 1, 2015. No other terms or provisions of the Agreement are changed or affected. By signing below, PROVIDER attests that PROVIDER has read and agrees to the terms of the General Provider Agreement and Amendments to the Special Provisions For Schools.

Provider's Name

Provider's SoonerCare ID

Authorized Representative's Name (please print)

Provider's NPI

Authorized Representative's Signature

Authorized Representative's Title

Date Signed