

**SOONERCARE
MATERNAL AND INFANT HEALTH LICENSED CLINICAL SOCIAL WORKER
PROVIDER AGREEMENT**

Based upon the following recitals, the Oklahoma Health Care Authority (OHCA hereafter) and _____ (PROVIDER hereafter) enter into this Agreement:
(Print PROVIDER's Name)

ARTICLE I. PURPOSE

The purpose of this Agreement is for OHCA and PROVIDER to contract for maternal and infant health social work services to be provided to members in Oklahoma Medicaid, known as SoonerCare, programs.

ARTICLE II. PARTIES AND DEFINITIONS

2.1 Oklahoma Health Care Authority

- (a) OHCA is the single state agency that the Oklahoma Legislature has designated through 63 Oklahoma Statutes (Okla. Stat.) § 5009(B) to administer 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 Chief Executive Officer has authority to execute this Agreement on OHCA's behalf pursuant to 63 Okla. Stat. § 5008(B).

2.2 PROVIDER

PROVIDER states that PROVIDER is a Licensed Clinical Social Worker (LCSW). PROVIDER states that s/he has completed a minimum of six hours of continuing education or technical assistance in the area of Maternal and Infant Health.

A copy of PROVIDER's certification is attached. Documentation of continuing education/technical assistance is attached.

2.3 The parties agree that the **mailing** addresses for the parties to this Agreement are as follows:

Oklahoma Health Care Authority
Legal Division
Attention: Provider Contracting
P.O. Box 54015
Oklahoma City, Oklahoma 73154

Provider Mailing Address

City, State, Zip Code

2.4 DEFINITIONS

- (a) **SoonerCare** means all OHCA medical benefit packages including Traditional, Choice, Insure Oklahoma, SoonerPlan, and Supplemental.
- (b) **Traditional** means a comprehensive SoonerCare package that pays providers for services on a fee-for-service basis.
- (c) **Choice** means a comprehensive SoonerCare managed care program where members choose a primary care provider (PCP) who is paid a capitation rate. Services outside the capitation package are reimbursed on a FFS basis but services not rendered by the PCP may require a referral.
- (d) **Insure Oklahoma, Oklahoma's Employer/Employee Partnership for Insurance Coverage (IO)** means a comprehensive SoonerCare package that requires members to share in the cost through premiums and co-payments.
- (e) **SoonerPlan** means a limited SoonerCare package of family planning benefits.
- (f) **Supplemental** means a SoonerCare plan that provides medical benefits to supplement those services covered by Medicare (sometimes called "crossover".)
- (g) **Member** means a person receiving health care benefits from a SoonerCare program.

ARTICLE III. TERM

- 3.1 This Agreement shall be effective upon completion when; (1) it is executed by Provider, (2) it is received at the Oklahoma City offices of OHCA, and (3) all necessary documentation has been received and verified by OHCA. The term of this Agreement shall expire September 30, 2010.
- 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

PROVIDER signing this Agreement agrees:

- (a) To provide maternal and infant health social work services to SoonerCare members pursuant to professional standards appropriate to PROVIDER's license;
- (b) To abide by all restrictions on the practice of social work services, as appropriate to PROVIDER's license;
- (c) To complete a minimum of six hours per calendar year of continuing education or technical assistance in the area of Maternal and Infant Health relevant to the provision of social work services;
- (d) To comply with all applicable statutes, regulations, policies, and properly promulgated rules of OHCA;
- (e) That the state has an obligation under 42 United States Code (U.S.C.) §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;
- (f) To maintain all applicable licenses and/or certifications during the term of this contract. Should PROVIDER's licenses and/or certifications be modified, suspended, revoked, or in any other way impaired, PROVIDER shall notify OHCA within three business days of such action. In the event PROVIDER's license and/or certifications are modified, PROVIDER shall abide by the terms of the modified license and/or certifications. In the event of suspension, revocation, or other action making it unlawful for PROVIDER to provide social work services, this 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;
- (g) That provision of social work 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 services 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;**
- (h) 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;
- (i) To maintain a clinical record system in accordance with Oklahoma Administrative Code (OAC) 317:30-5-209 and 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's 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;

- (j) 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;
- (k) To train staff in handling medical and non-medical emergencies to ensure patient safety.
- (l) To have a preventive maintenance program to ensure essential mechanical, electrical, and patient-care equipment is maintained in safe operating condition; and

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

- (a) Pursuant to 42 Code of Federal Regulations (C.F.R.) § 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 contract termination.
- (c) PROVIDER shall not require members to pay for services in advance, except for OHCA-allowed member co-payments, even if PROVIDER refunds the money to members after receiving payment from OHCA. PROVIDER may require IO members to pay OHCA-allowed co-payments in advance of receiving services.
- (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 the member is enrolled in the IO benefit plan. PROVIDER may deny covered services to eligible IO 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) 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 C.F.R. § 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 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 C.F.R. § 447.10.
- (d) PROVIDER is responsible for determining a member's appropriate eligibility by contacting OHCA's Eligibility Verification System (EVS).

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 this contract 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 U.S.C. § 621 et seq.;
- (b) Rehabilitation Act, 29 U.S.C. § 701 et seq.;
- (c) Drug-Free Workplace Act, 41 U.S.C. § 701 et seq.;
- (d) Title XIX of the Social Security Act), 42 U.S.C. § 1396 et seq.;
- (e) Civil Rights Act, 42 U.S.C. §§ 2000d et seq. and 2000e et seq.;
- (f) Age Discrimination Act, 42 U.S.C. § 6101 et seq.;
- (g) Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.;
- (h) Oklahoma Worker's Compensation Act, 85 Okla. Stat. § 1 et seq.;
- (i) 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 et seq., which (1) prohibits the use of federal funds paid under this Agreement to lobby Congress or any federal official to enhance or protect the monies paid under this Agreement and (2) requires disclosures to be made if other monies are used for such lobbying;
- (j) Presidential Executive Orders 11141, 11246 and 11375 at 5 U.S.C. § 3501 and as supplemented in Department of Labor regulations 41 C.F.R. §§ 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 C.F.R. Part 160 et seq. that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of (HIPAA), Public Law 104-191, 110 Stat. 1936, and HIPAA regulations at 45 C.F.R. § 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 C.F.R. §§ 76.105 and 76.110;
- (o) With regard to equipment (as defined by O.M.B. Circular A-87) purchased with monies received from OHCA pursuant to this Agreement, 74 Okla. Stat. §§ 85.44(B) and (C), 45 C.F.R. §74.34, 42 C.F.R. 447.20 and 447.21;
- (p) Federal False Claims Act, 31 U.S.C. § 3729-3733; 31 U.S.C. § 3801.

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 AND INSPECTION

- 6.1 As required under 42 C.F.R. 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 six years from the date of service. PROVIDER shall not destroy or dispose of records, which are under audit, review or investigation when the six-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 C.F.R. § 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.

ARTICLE VII. CONFIDENTIALITY

- 7.1 PROVIDER agrees that member information is confidential pursuant to 42 U.S.C. § 1396a(7), 42 C.F.R. § 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 to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), specifically 45 C.F.R. Part 164.

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 contract immediately a) to protect the health and safety of members, b) upon evidence of fraud, or 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 Contract 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 this 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 and signed by both parties, except those matters addressed in Article 2.3 and Article 4.3 (C), which require PROVIDER's signature only.

9.2 Attachments to this Agreement which are made part of the Agreement and incorporated by reference are (i) PROVIDER's Affidavit, (ii) Electronic Funds Transfer Authorization, and (iii) Provider Application Form.

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.

Print PROVIDER's Name

PROVIDER's Signature

PROVIDER's Social Security Number

Date

ELECTRONIC FUNDS TRANSFER (EFT) INSTRUCTION

Electronic Funds Transfer (EFT) is the required payment method to deposit funds for claims approved for payment directly into a provider's bank account. These funds can be credited to either checking or savings accounts. EFT avoids the risks associated with mailing and handling paper checks; ensuring funds are directly deposited into a specified account.

The following notification is provided in compliance with Automated Clearing House (ACH) guidelines:

"Most receiving depository financial institutions receive credit entries on the day before the effective date, and these funds are routinely made available to their depositors as of the opening of business on the effective date. The effective date for EFT under the Oklahoma Medicaid Program is Wednesday (or Thursday) of each week.

However, due to geographic factors, some receiving depository financial institutions do not receive their credit entries until the morning of the effective day and the internal records of these financial institutions will not be updated. As a result, tellers, bookkeepers or automated teller machines (ATMs) may not be aware of the deposit and the customer's withdrawal request maybe refused. When this occurs, the customer or company should discuss the situation with the ACH coordinator of their institution who, in turn should work out the best way to serve their customer's needs.

In all cases, credits received should be posted to the customer's account on the effective date and thus be made available to cover checks or debits that are presented for payment on the effective date."

Complete the Electronic Funds Transfer Authorization Agreement and attach a voided check. If a check is not available, attach a letter from your financial institution indicating the bank transit routing and account number. The document must be on bank letter head and signed by a bank official.

Deposit slips are not acceptable.

Mail Completed Form to:

Oklahoma Health Care Authority
Attention: Provider Enrollment
Post Office Box 54015
Oklahoma City, OK 73154

Contact Information:

- **Provider Enrollment, Fee for Service** (800)522-0114, option 5 or local (405)522-6205, option 5.
- **SoonerCare**, please contact your provider representative directly.
- **Website address**, www.okhca.org.

<u>For OHCA use only</u>	
DE: _____	V: _____
Date: _____	Date: _____

**STATE OF OKLAHOMA
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT**

Complete all sections below. A voided check must be attached to the completed EFT Authorization Agreement. If a check is not available attach a letter from your financial institution indicating the bank transit routing and account number. The document must be on bank letter head and signed by a bank official. **Deposit slips are not acceptable.**

- NOTICE**
- EFT and Tax ID payments must be reported to the same individual or business.
 - If you are an individual provider and your payments report to a Group FEIN and EFT, please complete Group Appendix A instead of EFT.

Type of Authorization: (Check one)

- New Enrollment or Additional Location
- Change Account Number for Financial Institution
- Correct Account or Bank Transit Number
- Change of ownership *(must also complete a new enrollment packet)*
- Change in employment, group association, practice, business structure, billing agent, tax ID, etc..., please consult Provider Enrollment for Fee for Service contract or provider representative for SoonerCare contract. *(See contact information on EFT Instruction, page 1.)*

Provider Information

Provider ID <i>(One number per form. If new leave blank)</i>	Provider Name		
Service Location Address	City	State	Zip
Contact Name	Contact Phone Number		

Financial Institution Information

Financial Institution:	Phone Number: ()
Transit Routing number:	Account Number:
Type of Account: <i>(Check one)</i>	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

OHCA Information

Agency Name: Oklahoma Health Care Authority	Agency Number: 807
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I hereby authorize the State of Oklahoma Treasury, hereinafter called Treasury, to initiate credit entries for the checking or savings account indicated on the voided check and the financial institution named above, hereinafter called depository, to credit any amount(s) due to this medical provider by the State of Oklahoma. This authority is to remain in full force and effect until Treasury has received written notification from this provider of its termination in such time and manner as to afford Treasury and depository a reasonable opportunity to act on it.

Signature *(Individual provider must sign personally.)*

Individual	_____ Provider Signature Date
Entity/Business	<p style="text-align: center;"><u>CERTIFICATION</u></p> I hereby certify that I have the authority to enter into this agreement or initiate this action on behalf of the above-named entity. I further understand and acknowledge that it is unlawful to make a claim knowing the claim to be false and that such false claims is deemed Medicaid fraud under Title 56 § 1005;1006.
	_____ Print Authorized Representative Name Signature Date