

**ADDENDUM 2 TO SOONERCARE RHC AGREEMENT  
FOR INSURE OKLAHOMA PRIMARY CARE PROVIDERS**

**1.0 PURPOSE**

The purpose of this Addendum (hereafter ADDENDUM 2) is for OHCA and PROVIDER to contract for Insure Oklahoma (IO) primary care provider (hereafter PCP) services.

**2.0 DEFINITIONS**

The terms used in ADDENDUM 2 have the following meanings:

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

**3.0 PROVIDER Services and Responsibilities**

PROVIDER shall:

- A. Provide case management services and primary care services for IO 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 emergency room and Patient Advice Line
- B. PROVIDER shall 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 following services:
  - 1. outpatient behavioral health services,
  - 2. prenatal and obstetrical supplies and services, 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;
- 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.

**3.1 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. PROVIDER may use OHCA's Patient Advice Line after regular office hours as a resource to fulfill the after hours telephone coverage requirement;
- 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 PROVIDERS in PROVIDER do 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.

### **3.2 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 practitioners' ability to provide emergency room services to a panel member consistent with his/her legal scope of practice in an emergency room setting.

### **3.3 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 O-EPIC Helpline at 1-888-365-3742 any member status changes such as births, deaths, marriages, and changes of residence in a timely manner when known;
- 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 Insure Oklahoma members it is willing to accept. The maximum capacity is two thousand five hundred (2,500) for a full-time Choice physician employed by PROVIDER. For each full-time physician assistant or advanced registered nurse practitioner employed by PROVIDER, the maximum is one thousand two hundred fifty (1,250). For each medical resident employed by PROVIDER, enrollment shall not exceed eight hundred seventy-five (875) members. If PROVIDER is also a Choice PCP, PROVIDER shall not exceed these capacities for both panels combined.
- B. OHCA does not guarantee PROVIDER an enrollment level nor will OHCA pay for members who are not eligible or excluded from enrollment.
- C. PROVIDER may request a change in his/her capacity by submitting a written request signed by PROVIDER. 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 the ADDENDUM 2. PROVIDER may not refuse an assignment or will not 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 will 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 panel members. This capitation roster will be mailed to the "pay to address" listed on the application;
- 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. Provide a Patient Advice Line (PAL) available to panel members via a toll free telephone number between 5:00 PM and 8:00 AM on business days and twenty-four hours per day on weekends and state holidays. PROVIDER may include the PAL telephone number on his/her after-hours telephone message. PROVIDER will receive written information when PAL triages a panel member to the Emergency Room.
- D. 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 case management 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 PROVIDER of eligible individuals.

- A. OHCA shall pay PROVIDER a monthly fee for each member enrolled with PROVIDER which is payment in full for all case management services.
- B. Case management fees for O-EPIC case management are available on the O-EPIC website.
- C. OHCA shall make fee payments by the tenth business day of each month. A single fee 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 capitation rate based on the number of panel members affected, the time period of the infraction(s), and the capitation amount attributed to the service; and/or
- D. Contract action up to and including terminating Addendum 2 or PROVIDER's entire **SoonerCare** Agreement.

**6.4 Settlements**

Any and all payments made to PROVIDER by the OHCA for case management or for any service delivered for IO members will be considered in the quarterly RHC settlement process with the OHCA.

**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 this ADDENDUM I from PROVIDER's other **SoonerCare** reimbursements.

**7.2 Incorporation of Attachments by Reference**

Uniform Credentialing Applications for PROVIDERS and O-EPIC Program Attachment are incorporated by reference and made part of the ADDENDUM 1. OHCA may amend any attachment to this ADDENDUM 1 at any time by written notification to PROVIDER.

**O-EPIC PROGRAM ATTACHMENT  
FOR O-EPIC PCP/CM**

- All PROVIDERS must complete this attachment to be enrolled in the **O-EPIC** program.
- PROVIDER's must attach a copy of the Uniform Credentialing Application for each PROVIDER rendering services under the PROVIDER.

If you have questions regarding the **O-EPIC** Program, please feel free to contact PROVIDER Services at 1-800-522-0114.

<b>O-EPIC PROVIDER Information</b>
Will you provide OB care for <b>O-EPIC</b> members? <input type="checkbox"/> Yes <input type="checkbox"/> No
Considering the patient mix (other payers such as self-pay, Medicare, other insurance) and the total number of office hours the PROVIDER is available to render PCP services, please note the percentage of total office hours available for serving <b>O-EPIC</b> members at this location:  <input type="checkbox"/> 100% (e.g. 40 office hours per week) <input type="checkbox"/> _____ % (based on 40 hour work week)
Program capacity will be prorated based on availability, on-site office hours and multiple office locations. Please specify the desired total patient capacity the PROVIDER is able and willing to enroll (Combined Choice and <b>O-EPIC</b> panels may not exceed 2500 for each physician and 1250 for each nurse practitioner or physician assistant.): _____ Final capacity is subject to approval by the <i>SoonerCare</i> program.
If physician, please list all advanced nurse practitioners and/or physician assistants for whom you serve as the primary supervising physician. If advanced nurse practitioner or physician assistant, please list supervising physician(s):  _____ _____
Please list all hospital at which you have admitting privileges. (If you do not have admitting privileges, please list physicians with whom you will coordinate hospital admissions and the hospital where they have admitting privileges.):  _____ _____