

OUTPATIENT BEHAVIORAL HEALTH SERVICES PROVIDER

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

(Print Provider Name)

ARTICLE I. PURPOSE

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

ARTICLE II. THE PARTIES

2.1 OKLAHOMA HEALTH CARE AUTHORITY

- (a) OHCA is the single state agency that the Oklahoma Legislature has designated through 63 Oklahoma Statutes (O.S.) §5009(B) to administer SoonerCare.
- (b) OHCA has authority to enter into this Agreement pursuant to 63 O.S. §5006(A). OHCA's Chief Executive Officer has authority to execute this agreement on OHCA's behalf pursuant to 63 O.S. §5008(B).

2.2 PROVIDER

- (a) PROVIDER certifies that it meets the eligibility criteria described in Oklahoma Administrative Code (OAC) 317:30-5-240 and the organization located at _____,
(Site physical address, city, state and zip code)

(i) has been accredited as a provider of behavioral health services from the Commission on the Accreditation of Rehabilitative Facilities (CARF) or the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or the Council of Accreditation (COA) or the American Osteopathic Association (AOA) and (ii) has all other state, federal, tribal and local licenses and permits required of such a facility. **A copy of PROVIDER's relevant licenses, certifications, and permits are attached to this Agreement.**

- (b) PROVIDER has authority to enter into this Agreement pursuant to its organizational documents, bylaws, or properly enacted resolution of its governing authority The person executing this Agreement for PROVIDER has authority to execute this Agreement on PROVIDER's behalf pursuant to PROVIDER's organizational documents, bylaws, or properly enacted resolution of its governing authority.

2.3 ADDRESSES

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

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

Provider Name

Provider Mailing Address

City, State, Zip Code

ARTICLE III. TERM

- 3.1** This Agreement shall be effective upon completion when (i) it is executed by Provider, (ii) it is received at the Oklahoma City offices of OHCA, and (iii) all necessary documentation has been received and verified by OHCA. The term of this Agreement shall expire at 12:00 midnight, June 30, 2010.
- 3.2** PROVIDER shall not assign nor transfer any rights, duties, or obligations under this Agreement without OHCA's prior written consent except as otherwise provided in this Agreement.

ARTICLE IV. SCOPE OF WORK

4.1 GENERAL PROVISIONS

Provider signing this Agreement agrees:

- (a) To provide outpatient behavioral health services to SoonerCare members pursuant to Oklahoma Administrative code (OAC) 317:30-5-240 et-seq.
- (b) To abide by all restrictions on an outpatient behavioral health services provider as expressed by the Oklahoma Statutes and Oklahoma State Department of Health and Department of Mental Health rules or the appropriate statutory and regulatory restrictions of the state in which services are rendered.
- (c) That the mental health professionals used by the organization for the treatment of SoonerCare members shall be one of the following:
 - 1) a licensed Psychologist;
 - 2) a licensed Clinical Social Worker;
 - 3) a licensed Professional Counselor;
 - 4) a licensed Marriage and Family Therapist;
 - 5) a licensed Alcohol and Drug Counselor;
 - 5) an Advanced Registered Nurse Practitioner certified in a psychiatric mental health specialty, licensed as a Registered Nurse with a current certification of recognition from the Board of Nursing;
 - 6) a Registered Nurse with a current license to practice in the state in which the services are delivered;
 - 7) a licensed Behavioral Practitioner;
 - 8) an Allopathic or Osteopathic Physician with a current license and board certification in psychiatry in the state in which the service is delivered or board eligible or as described in OAC 317:30-5-240(d)(1); or
 - 9) a Behavioral Health Rehabilitation Specialist as described in OAC 317:30-5-240(e).

In addition to those practitioners with licenses listed above, those practitioners actively and regularly receiving board approved supervision to become licensed by one of the licensing boards listed in OAC 317:30-5-240 (d)(2) are also eligible to provide services. The parties agree that the licensed personnel listed in paragraph (c) may consist of persons licensed by other states as long as the services are provided in the state in which the professional is licensed. Further, the parties specifically agree that the exemptions from licensure under 59 O.S. (2001) §1353 4 and 5; 59 O.S. (2001) §1903 C and D; 59 O.S. (2001) §1925.3 B and C; and 59 O.S. (2001) §1932 C and D do not apply to the outpatient behavioral health services provided in this contract.

- (d) To comply with all applicable Medicaid statutes, regulations, policies, and properly promulgated rules of OHCA.
- (e) That the state has an obligation under 42 United States Code (USC) §1396a(25)(A) to ascertain the legal liability of third parties who are liable for the health care expenses of recipients 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 accreditations and provide services to eligible SoonerCare members pursuant to professional medical standards, as appropriate to PROVIDER's license, during the term of this contract. Should PROVIDER's license or accreditations be modified, suspended, revoked, or in any other way impaired, PROVIDER shall notify OHCA within thirty (30) days of such action. In the event PROVIDER's license or accreditations are modified, PROVIDER shall abide by the terms of the modification. In the event of suspension, revocation, or other action making it unlawful for PROVIDER to provide services as appropriate to PROVIDER's license, 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 contract immediately void.
- (g) To ensure that its employees and persons who engage in health care in its facility shall maintain all licenses, certifications and permits required for such activities during the term of this Agreement. Should such an employee or person's license, certification or permit to engage in health care be modified, suspended, revoked, or in any other way impaired,

PROVIDER shall ensure that the terms of such action are followed.

- (h) 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 services under SoonerCare, the services may be provided but shall not be compensated by OHCA.
- (i) To comply and certify compliance with 42 USC §§ 1395cc(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 patient's individual medical record, documentation as to whether the patient has executed an advance directive. PROVIDER shall not discriminate on the basis of whether an individual has executed an advance directive.
- (j) 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.
- (k) That PROVIDER's clinical services shall be under medical direction of a physician duly license by the Oklahoma State Board of Medical Licensure and Supervision or the Oklahoma Board of Osteopathic Examiners, or the appropriate licensing body of the state where the hospital is located. PROVIDER shall state in writing and have available for inspection its organizational policies, responsibilities, and lines of authority, including responsibilities of physicians, physician assistants, and nurse practitioners.
- (l) To maintain a clinical record system.
 - (i) The system shall be maintained in accordance with written policies and procedures, which shall be produced to OHCA's on-site reviewers 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; brief summary of presenting episode and disposition; education and instructions to patient; report of physical examination; diagnostic and laboratory test results; consultative findings; all provider's orders; reports of treatments and medications; immunization records; preventative services; and other pertinent information necessary to monitor the patient. All entries must be legible, dated and include signatures of the provider and other health-care professionals involved in patient's care.
 - (iv) PROVIDER agrees to document its records in accordance with OAC §317:30-5-248.
- (m) To render services in an appropriate physical location, this shall include barrier-free access, adequate space for provision of direct services, proper exit signs, and a safe environment for patients.
- (n) To train staff in handling medical and non-medical emergencies to ensure patient safety.
- (o) To have a written preventative maintenance program to ensure all essential mechanical, electrical, and patient-care equipment is maintained in a safe operating condition.
- (p) To comply with the reporting requirements regarding abuse to Medicaid clients under 43A O.S. (2001) §10-104.
- (q) PROVIDER agrees to assist any person treated at PROVIDER's facility in making application to OHCA for payment of compensable health care services if requested.

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

- (a) Pursuant to 42 Code of Federal Regulations (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, recoupement 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 O-EPIC IP 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 O-EPIC IP benefit plan. PROVIDER may deny covered services to eligible O-EPIC 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 PAYMENT

- (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 providers 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 the PROVIDER on the attached EFT form. PROVIDER shall update direct deposit information as needed by sending a signed EFT form to OHCA.
- (d) Pursuant to 42 Code of federal Regulations (CFR) §447.15, payments made by OHCA shall be considered payment in full for all covered services provided to a SoonerCare member. PROVIDER shall not bill a SoonerCare member for such service and shall not be relieved of this provision by electing not to bill OHCA for the service. This provision shall not apply to co-payments allowed by OHCA.
- (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) 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 and were rendered by PROVIDER.
- (g) 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 O.S. §41.4B (1991) for all payments not made within forty five (45) days after the clean claim has been submitted to OHCA or its claims payment agent.

4.4 BILLING PROCEDURES

- (a) PROVIDER agrees all claims shall be submitted to OHCA in a format acceptable to OHCA and in accordance with the OHCA Provider Manual.
- (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 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) PROVIDER is responsible for determining a patient'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 agreement may change. The parties shall be mutually bound by such changes.
- 5.2** 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 (Medicaid), 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 O.S. § 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 this 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 and Portability Accounting Act of (HIPAA), Public Law 104-191, 110 Stat. 1936, and HIPAA 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 O. S. § 10-101 et seq.;
 - (n) Debarment, Suspension and other Responsibility Matters, 45 CFR §§76.105 and 76.110;
 - (o) With regard to equipment with regard to equipment (as defined by OMB Circular A-87) purchased with monies received from OHCA pursuant to this Agreement 74 O.S. §§ 85.44(B) and (C) and 45 CFR §74.34.
- 5.3** The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory nor 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** A required under CFR 431.107, PROVIDER shall keep such records as are necessary to disclose fully the extent of service provided to SoonerCare 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) for six years from the date of provision. PROVIDER shall not destroy nor 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 CFR § 431.107.

- 6.3** Pursuant to 74 O.S. § 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 provide OHCA with information concerning PROVIDER's ownership in accordance with 42 CFR § 455.100 et. seq. This Agreement shall not be effective until OHCA receives the ownership information. Ownership information shall be provided to OHCA at each Agreement renewal and within twenty 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-related 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 its request.
- 6.5** PROVIDER shall submit, within thirty-five days of a request by OHCA, MFCU, or the Secretary, all documents, as defined by 12 O.S. § 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 SoonerCare member information is confidential pursuant to 42 USC § 1396a(7), 42 CFR § 431:300-306, and 63 O.S. § 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 and Portability Accounting Act of 1996 (HIPAA), specifically the privacy provisions of that Act found at 45 CFR 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 Agreement immediately to protect the health and safety of members, upon evidence of fraud, or pursuant to Paragraph 4.1(f) above.
- 8.2** In the event funding of SoonerCare from the 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 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 (d), 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) Disclosure of Ownership and Controlling Interest Form, (iii) Electronic Funds Transfer Authorization, and (iv) 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 customers, and PROVIDER does not obtain any property right or interest in any SoonerCare member business by this Agreement.

9.6 Please check one of the following to indicate PROVIDER type.

- ODMHSAS* - Community Mental Health Center (CMHC)
- ODMHSAS* - Contracted
- Other (Private)

* ODMHSAS (Oklahoma Department of Mental Health Substance Abuse Services)

Provider's FEIN (Federal Employer Identification Number)

Print Authorized Representative's Name

Authorized Representative's Signature

Date

Contact Name

Telephone Number of Contact Person

E-mail Address of Contact Person

