

PLEASE NOTE: This Signature Form must be accompanied by a fully-completed Provider Information Form.

**SOONERCARE PROVIDER AGREEMENT
NEW PROVIDER SIGNATURE FORM**

**Agreement Name(s) and Number(s): General Agreement 2009-2
Special Provisions appropriate to Nursing Facility**

If PROVIDER is an individual person, the undersigned PROVIDER agrees to all terms and conditions of the SoonerCare Agreement and Special Provisions listed above.

If PROVIDER is an entity other than an individual person, PROVIDER's Authorized Representative agrees to all terms and conditions of the SoonerCare Agreement and Special Provisions listed above. PROVIDER's Authorized Representative states that he or she has authority to execute this Agreement on behalf of PROVIDER pursuant to its organizational documents, bylaws, or properly enacted resolution of its governing authority.

PROVIDER or Authorized Representative certifies that:

1. If PROVIDER is an entity other than an individual person, the person signing below is the duly Authorized Agent of PROVIDER under the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. Neither PROVIDER nor anyone subject to PROVIDER's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein;
3. No person who has been involved in any manner in the development of the Agreement to which this statement is attached while employed by the State of Oklahoma shall be employed by PROVIDER to fulfill any of the services provided for under said contract.

Signature of Authorized Representative

Date

SoonerCare Provider Information FOR BUSINESS

APPLICATION INFORMATION

Section 1

Are you currently or have you ever been enrolled in the Oklahoma SoonerCare Program?

- Yes, I am currently enrolled
 Yes, I was enrolled in the past.
 No, I am not currently enrolled

If **currently enrolled**, please check one of the following:

- Change of Ownership Change Effective Date _____ Current Provider ID _____ First Date Of Service _____
 Additional Service Location Effective Date _____ Current Provider ID(s) _____
 Renewal Provider ID _____ Effective Date _____

FACILITY IDENTIFICATION

Section 2

Do you want to enroll as a Choice Primary Care Provider? Yes No

Do you want to enroll as a provider for the Insure Oklahoma Program? Yes No

Contract Type _____ Primary Specialty _____

Hospital Type Acute Critical Access Sub Specialty _____
 Psychiatric Residential Treatment Center

PROFESSIONAL PRACTICE

Section 3

Name of Facility or Organization _____

Doing Business As (DBA) _____ NPI (National Provider Identifier) _____ NPI Effective date _____

Medicare NPI _____ CLIA # _____ CLIA Certification Date _____

Type Of Practice:

- For Profit Corporation Estate/Trust Government Owned Limited Liability Company
 Non - Profit Partnership Public Service Corporation Sole Proprietorship

Facility Administrator Last _____ First _____ MI _____ Facility Director of Nursing Last _____ First _____ MI _____

Facility Medical Director Last _____ First _____ MI _____

Is this facility operated by a management company or leased in whole or part by another organization? Yes No
(If yes, please fill out the information below)

Name of Management Company or Leasing Organization _____

Total # of Medicare Beds in the facility _____ Total # of Medicaid Beds in the facility _____

Is this a compounding pharmacy? Yes No Is this pharmacy chain affiliated? Yes No

PATIENT INFORMATION

Section 4

Are you accepting new patients?

- Yes No

Do you accept Medicare Patients?

- Yes No

Age of patients you wish to treat: _____ - _____ Patients you wish to treat?
 From To Male Female Both

Are you enrolled in the Vaccine for Children (VFC) Program? Yes No VFC # _____

Will you provide OB/GYN care? Yes No

License Number (Attach a copy of current license) Issuing State Original Issue Date Expiration Date

Section 4 (cont)

Accrediting Entity _____ Accreditation Program _____ Effective Date _____ End Date _____ Accreditation Type _____
 Full Prelim Provisional

Do you render home health agency services pursuant to OAC 317:30-5-545 through 317:30-5-549 and are Medicare certified or deemed eligible to participate in Medicare through accreditation by an outside organization? Yes No

Do you render private duty nursing (PDN) services pursuant to OAC 317:30-5-558 et seq.? Yes No

List any focus items _____

CHOICE / INSURE OKLAHOMA

Section 5

Choice

Desired total # of Choice patients? _____

Desired total # of Choice non AI / AN patients? _____

Which age of Choice members do you wish to treat? (Please only select one age range.)

Any Age	<input type="checkbox"/>	Age <1	<input type="checkbox"/>	Age 0-5	<input type="checkbox"/>	Age 0-14	<input type="checkbox"/>	Age 0-18	<input type="checkbox"/>	Age 0-20	<input type="checkbox"/>
Age 0-21	<input type="checkbox"/>	Age 0-45	<input type="checkbox"/>	Age 1-4	<input type="checkbox"/>	Age 1-5	<input type="checkbox"/>	Age 1-99	<input type="checkbox"/>	Age 4-99	<input type="checkbox"/>
Age 6-99	<input type="checkbox"/>	Age 10-99	<input type="checkbox"/>	Age 14-99	<input type="checkbox"/>	Age 16-99	<input type="checkbox"/>	Age 18-99	<input type="checkbox"/>	Age 21-99	<input type="checkbox"/>
Age 45-99	<input type="checkbox"/>	Age 55-99	<input type="checkbox"/>	Age 6-14	<input type="checkbox"/>	Age 12-20	<input type="checkbox"/>	Age 15-20	<input type="checkbox"/>	Age 21-44	<input type="checkbox"/>

What gender Choice patients do you wish to treat? Male Female Both

What percentage of your total office hours are available for serving Choice members at this location? _____

Insure Oklahoma

Desired total # Insure Oklahoma patient capacity? _____

Desired total # of Insure Oklahoma non AI / AN patients? _____

What gender Insure Oklahoma patients do you wish to treat? Male Female Both

What percentage of your total office hours are available for serving members at this location? _____

OFFICE INFORMATION

Section 6

What hours are you available to see patients? Are you available 24/7? Yes No

Monday – Friday _____ Saturday – Sunday _____ Other _____

What Languages are you or your staff fluent in? _____

ADDRESSES

Section 7

Service Location Address (PO Box is not acceptable) _____	Mail To (If different from Service location) _____
Suite / Bldg # _____	Suite / Bldg # _____
City _____ State _____ Zip _____ 4 digit zip _____	City _____ State _____ Zip _____ 4 digit zip _____
(____) _____	(____) _____
Phone Number _____ Fax Number _____	Phone Number _____ Fax Number _____
Pay To (If different from Service location) _____	
Suite / Bldg # _____	
City _____ State _____ Zip _____ 4 digit zip _____	
(____) _____	
Phone Number _____ Fax Number _____	

CONTACT INFORMATION

Enrollment Contact

First Name (Enrollment Contact) Last Name Phone ext Fax

Email

Clinical Services Contact (If different from Enrollment)

First Name (Clinical Services Contact) Last Name Phone ext Fax

Email

Electronic Payment Contact (If different from Enrollment)

First Name (Electronic Payment Contact) Last Name Phone ext Fax

Email

Do you have a website you want listed in a provider directory? If yes, include the web address.

Provider Website

PAYMENT AND TAX REPORTING

Tax ID

IRS Legal Name (Must match with IRS Form SS4 or IRS Letter 147C. A copy should be attached.)

Transit routing Number

Account Number

Financial Institution Account Type Checking Savings

Please include a voided check or a letter verifying your account number from your financial institution.

DISCLOSURE

If you need to add additional Owner or Board of Director information, please attach an additional sheet.

Are there any individuals who have direct or indirect ownership or controlling interest, separately or in combination, of 5% or more of your business? Yes No

Table with 5 columns: Name, Title, Address, City, Zip +4, SSN, Percentage

Has any person listed above been convicted of a criminal offense related to his or her involvement in any program under Medicare, Medicaid, or the Title XIX Services program since the inception of those programs? Yes No

Table with 4 columns: Name, Title, Address, City, Zip+4, SSN

Section 8

Section 9

Section 10

Has any person listed above been suspended or disbarred from participation in Medicare, Medicaid, or the Title XIX Services program since the inception of those programs? Yes No (If yes, please fill out the information below)

Name Title Address, City, Zip+4 SSN

List below any individuals who have an ownership interest of 5% or more in **any other disclosing entity**?

Yes No (If yes, please fill out the information below)

Name Title Address, City, Zip+4 SSN Percentage

Are there any corporations, organizations or other entities with an ownership or controlling interest of 5% or more of the business?

Yes No (If yes, please fill out the information below)

Name Title Address, City, Zip+4 SSN/TIN Percentage

Section 10 (cont)

Does your business have direct or indirect ownership or controlling interest amounting to an ownership interest of 5% or more of any subcontractor?

Yes No (If yes, please fill out the information below)

Individual

Name Address, City, Zip+4 SSN/TIN Percentage

Organization

Name Address, City, Zip+4 SSN/TIN Percentage

Now tell us about those individuals who have 5% or more about those individuals who have 5% or more ownership interest in this subcontractor.

Name Address, City, Zip+4 SSN/TIN Percentage

Is there a Board Of Directors for your business? Yes No (If yes, please fill out the information below)

Name _____ *Title* _____ *Address, City, Zip+4* _____ *SSN* _____

Section 10 (cont)

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within a year?

Yes No (If yes, please enter date of filing) _____
MM DD YYYY

OHCA will provide a directory of providers on a public website. If you do not want to be listed in the directory, check the following box:

Print Authorized Representative Name Authorized Representative Signature Date

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 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).
- c) OHCA's mailing address is: Oklahoma Health Care Authority, Attention: Provider Contracting, P.O. Box 54015, Oklahoma City, Oklahoma 73154.

2.2 PROVIDER

PROVIDER is an individual or entity that has supplied Provider Information to OHCA and executed this Agreement in order to provide health-care services to SoonerCare members.

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 Individual 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 services 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 Provider; (2) all necessary documentation has been received and verified by OHCA; and (3) it has been accepted by OHCA. OHCA acceptance is complete only upon written notification to 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 contract. 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 accreditations. 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 contract termination.

- 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 the 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 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 misuses a computer or computer information may be prosecuted.
- 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.

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 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 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 Portability and Accountability 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 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.

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 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 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 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 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 to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), specifically 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 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, 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 NURSING FACILITY

1. The following provisions of the General Provider Agreement do not apply to PROVIDER: Article IV, Section 4.1 f), g), h), i), j), and k).
2. The following terms are defined for the purposes of the General Provider Agreement and these Special Provisions:
 - a. PROVIDER - the person, entity or corporation who is the licensed operator of the Nursing Facility
 - b. Nursing Facility (NF)– the building(s) where PROVIDER renders services under this Agreement at the address indicated as the “Service Location” in the Provider Information
 - c. Member – a person living for any period of time in the NF who receives health care benefits from a SoonerCare program
 - d. Routine services: all medical services required under Title XIX of the Social Security Act 42 USC § 1396 et seq. and services described in O.A.C. 317: 30-5-133.1
 - e. Cost report – a document that shows the Medicare-allowable costs for PROVIDER’s facility for a period starting on July 1 and ending on June 30 for any particular year
3. PROVIDER states that the NF is: (i) licensed under the provisions of 63 Okla. Stat. §1-1901 et seq.; (ii) certified under Title XIX of the Social Security Act; and (iii) has all other State, Federal, tribal and local licenses and permits required of such a facility under the provisions of Title 63 Okla. Stat. § 1-1901 et seq. (2000 Supp.). PROVIDER agrees to notify OHCA within 15 days of receipt of any changes in licensure status. If the NF is decertified under Title XIX of the Social Security Act, this Agreement shall terminate immediately.
4. If ownership of the NF changes, this Agreement shall be assigned to the new owner(s) pursuant to 42 CFR § 442.14. PROVIDER shall notify OHCA within 30 days of any transfer of ownership by: a) updating disclosure of ownership information through OHCA’s EPE system; or b) updating disclosure of ownership information on the paper Provider Information form and mailing to the address in Article II, Section 2.1 c of the General Provider Agreement. OHCA may require a new Agreement to be executed after a change of ownership.
5. PROVIDER agrees:
 - a. To evaluate any person seeking admission as to his/her medical, nursing and social needs; this evaluation shall be in writing and used by the NF to determine whether or not it has the capacity, with reasonable accommodations, to provide the care and services required to meet the needs of the member;
 - b. Not to accept for admission, nor retain as a member, any person for whom the evaluation in (c) above indicates that the NF is unable to provide required care and services;
 - c. To conduct an initial identification screen of all residents, SoonerCare members or other, as required by the pre-admission screening and annual resident review (PASRR) requirement at 42 USC 1396r(b)(3) and 42 CFR §§483.100-138;

- d. To provide or arrange for the provision of any services, supplies, or equipment necessary to maintain the health, safety, and proper hygiene of its members;
- e. To inform the members of items and services that the NF offers and for which members may be charged and the amount of charges for those items and services.
- f. To manage the personal funds of any member upon written request of a member or by the guardian or other legally authorized representative of a member; to reserve the balance in any financial account of such member for the purchase of clothing, personal needs or other non-Medicaid-covered items or services; to deposit any balance of member's personal funds which exceeds two hundred fifty dollars (\$250.00) in an interest-bearing account (or accounts) that is separate from any of PROVIDER's accounts and credit all interest earned to the members' account; funds of less than two hundred fifty dollars (\$250.00) may be kept in a non-interest bearing account or petty cash fund for the member; not to impose a charge against the personal funds of a member for any item or service for which payment is made under SoonerCare; OHCA may suspend payments to the NF due to non-compliance with the requirements of this paragraph;
- g. To provide to any person or entity who purchases the NF a signed receipt showing verification by a public accountant of all member personal fund accounts, including the entire record of said accounts for a period of six (6) years;
- h. To provide members freedom of choice regarding personal attending physician(s) and all other providers of medical services and supplies.
- i. To permit each member to reside in a room with reasonable accommodation of individual needs and preferences, except where the health and safety of the individual or other members would be endangered; if a private room is provided upon the written order of the recipient's attending physician, PROVIDER agrees that any additional cost thereof will be collected from someone other than the member or his/her spouse; the determination by the attending physician that a private room is needed will be on an individual basis and shall not exceed 30 days; the physician's written order must give full medical reasons for the need of this special service, and the order must be included as a part of the member's records at the NF;
- j. To have a contract or a letter of agreement with an Oklahoma licensed pharmacist to serve as the NF's consultant pharmacist, who will be on call in an emergency; the pharmacist shall be practicing in a licensed pharmacy within a 10-mile radius of the NF;
- k. To comply and train its employees to comply with the reporting requirements regarding abuse to SoonerCare members under 43A Okla. Stat. § 10-104 (Supp. 2000);
- l. To comply with the provisions for Advanced Directives for both health care treatment and mental health treatment as provided by 63 Okla. Stat. § 3101.4 (Supp. 2000) and 43 A Okla. Stat. § 11-104 (Supp. 2000);
- m. To comply with 42 USC 1396 (a) (25) (D) which prohibits a Medicaid provider from refusing to furnish services to an individual eligible to receive Medicaid-compensable services because of a third party's potential liability for payment for the services;
- n. To submit an annual Cost Report by October 31 of each year; if PROVIDER's ownership or operation of the NF changes, PROVIDER shall file a cost report for that portion of the fiscal year for which PROVIDER owned or operated the NF; OHCA may not enter into an Agreement with the new owner of PROVIDER's NF until

- PROVIDER has submitted the fractional year Cost Report; OHCA may also withhold payments to PROVIDER until such Cost Report is submitted;
- o. To participate in the OHCA “Focus on Excellence (FOE)” Program and complete monthly FOE Surveys during the term of this Agreement; in addition to the payment provided for in Section 4.3 (a) of the SoonerCare Provider Agreement, OHCA shall make additional payments to PROVIDER for FOE participation and scoring as provided for in FOE program guidelines;
 - p. FOE PENALTIES: OHCA may impose penalties if PROVIDER: (i) Receives one or more care-related citations of scope/severity greater than “D” on its State survey; and/or (ii) Receives one or more non-care-related citations of scope/severity of “E” on its State survey; and/or (iii) Receives a citation of “F,G” or “I,J” on its State survey; and/or (iv) Fails to correct any citation within the time allowed by the State Survey Agency; and/or (v) Knowingly provides false information to the Focus on Excellence Program. Penalties may include the following:
 - i. Removal of PROVIDER’s ratings from the FOE website
 - ii. Withholding or cancelling FOE payments for the period of the non-correction or longer
 - iii. Temporary or permanently suspending PROVIDER from the FOE program;
 - iv. Requiring an on-site audit before PROVIDER may be readmitted to the FOE program;
 - q. If PROVIDER wishes to request exemption from the Focus on Excellence program, PROVIDER shall state this in writing to OHCA’s address listed in Section 2.1 (c) of the SoonerCare Provider Agreement; OHCA shall not make additional FOE payments if PROVIDER does not participate in Focus on Excellence.
6. OHCA shall make payment to PROVIDER in accordance with the methodology contained in its State Plan for routine services. OHCA may make separate payment for ancillary services as provided at O.A.C. 317:30-5-133.2. PROVIDER shall accept as full payment for providing medical care services and room and board to SoonerCare members, OHCA’s rate applicable to the NF, except that the NF may collect the difference between the rate applicable for the NF and the amount authorized on ABCDM-37 or computer-generated notice. OHCA shall make payment for the date of admission of a member, but not for the date the member is discharged.
 7. PROVIDER shall specifically comply with OHCA long-term care facility rules at O.A.C. 317:30-5-120 to 135.
 8. The term of this Agreement expires on the date specified in the Acceptance Letter sent by OHCA to PROVIDER at the time this Agreement is accepted.