

OUTPATIENT CLINIC FUNDING AGREEMENT

SOONERCARE AMERICAN INDIAN/ALASKA NATIVE TRIBAL HEALTH SERVICE PROVIDERS

Based upon the following recitals, the Oklahoma Health Care Authority (OHCA hereafter) and

(Print Tribal Facility Legal Name/Tribal Nation)

(PROVIDER hereafter) enter into this Agreement

ARTICLE I. PURPOSE

The purpose of this Agreement is for OHCA to contract with PROVIDER for various health-care services to be provided to SoonerCare eligible American Indians/Alaskan Natives (AI/AN).

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 § 5009(B) to administer Oklahoma's Medicaid Program.
- (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:

- (a) It is an American Indian tribe or tribal organization that operates a health program pursuant to the Indian Self-Determination and Education Assistance Act (ISDEAA), (Public Law 93-638) [25 U.S.C. §450f *et. seq.*].
- (b) It (1) is a distinct entity that meets criteria described in Oklahoma Administrative Code (OAC) 317:30-5-1086 to provide services under the Medicaid program, (2) is duly licensed and credentialed in accordance with Federal statutes and regulations, and (3) holds all state, federal, tribal, and local licenses, certifications, and permits as applicable to such facility.
- (c) It 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 PROVIDER's governing authority.
- (d) Its malpractice coverage is provided through the United States Government under the Federal Tort Claims Act, 25 U.S.C. § 450.

2.3 ADDRESSES

The parties agree that their mailing addresses are as follows:

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

Name of Facility

Mailing Address

City, State, Zip Code

2.4 DEFINITIONS

- (a) **AMERICAN INDIAN/ALASKA NATIVE (AI/AN)** means an officially enrolled member in a federally recognized AI/AN tribe of the United States of America.
- (b) **CAPITATION** means a specified prospective payment per member per month.
- (c) **CASE MANAGEMENT** means case-management related services (including locating, coordinating, and monitoring of health care services) provided by a primary care case manager under a primary care case management contract.
- (d) **MEDICAL SERVICES** means services included within such practice of medicine.
- (e) **MEMBER** means a person approved to receive health care benefits under a SoonerCare plan.
- (f) **NON-NATIVE AMERICAN INDIAN/ALASKA NATIVE (Non-AI/AN)** means a SoonerCare member who is not an officially enrolled member of one of the federally recognized AI/AN tribes of the United States of America.
- (g) **OKLAHOMA EMPLOYER/EMPLOYEE PARTNERSHIP FOR INSURANCE COVERAGE INDIVIDUAL PLAN (O-EPIC IP)** means a comprehensive *SoonerCare* package that requires members to share in the cost through premiums and co-payments. O-EPIC IP members choose a PCP who is paid a capitation rate for case management.
- (h) **OFFICE OF MANAGEMENT AND BUDGET (OMB)** means encounter rate published each year in the Federal Register for service provided in Tribal facilities.
- (i) **PANEL** means a group of members who have selected PROVIDER for PCP/CM services.
- (j) **PCP** means primary care provider. **CM** means case manager.
- (k) **PRACTICE OF MEDICINE** means "practice of medicine and surgery" as provided in 59 OS § 492(C) and "practice of osteopathic medicine" as provided in 59 OS§ 621 or as defined in the appropriate licensure act in the state where services are rendered.
- (l) **SOONERCARE** means all OHCA medical benefit plans including Traditional, Choice, SoonerPlan, Supplemental and Oklahoma Employer/employee Partnership for Insurance Coverage (O-EPIC) and others.
- (m) **SOONERCARE CHOICE** a comprehensive medical benefit plan featuring a "medical home", or Primary Care Provider/Case Manager, for each member.
- (n) **SOONERPLAN** means a limited benefit plan covering services related to family planning.
- (o) **SOONERCARE SUPPLEMENTAL** a plan that provides medical benefits that supplement those services covered by Medicare.
- (p) **SOONERCARE TRADITIONAL** means a comprehensive medical benefit plan that purchases benefits for members on a fee-for-service rate or OMB rate for AI/AN or Non-AI/AN members.
- (q) **TRIBAL HEALTH CARE FACILITY** includes an outpatient health program or facility operated by a tribe or tribal organization under the Indian Self-Determination Act (Public Law 93-638) [25 U.S.C. 450f et seq.].

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 March 31, 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 agrees:

- (a) To provide outpatient clinic services to Medicaid-eligible clients pursuant to OAC 317:30-5-1085 et seq.
- (b) To abide by all applicable restrictions on the practice of health-care professions as expressed by the appropriate statutory and regulatory restrictions of the federal government and state as applicable.
- (c) To comply with all applicable Medicaid statutes, regulations, policies, and properly promulgated rules of OHCA.

- (d) And OHCA also agrees that Tribal eligibility is limited to requirements set forth in: 1) Title XVIII, Part D of the Social Security Act and 42 C.F.R. Part 423; 2) Section 813(a) and Sec. 813(c) of the Indian Health Care Improvement Act, 25 USC §1680c (a) and (c); 3) 42 C.F.R. part 136 and other applicable Federal law. Health services at tribal facilities are generally unavailable to persons who are not eligible beneficiaries except in emergencies and under certain circumstances described in the Indian Health Care Improvement Act (IHCA). The parties agree that no clause, term, or condition in the Agreement shall be construed in any way to change, reduce, expand, or alter the eligibility requirements for services at tribal facilities for AI/AN members paid with IHS funding.
- (e) That the state has an obligation under 42 United States Commercial Code (U.S.C.) §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 at all times, all applicable licenses, certifications and/or registrations and shall provide services to eligible SoonerCare members pursuant to professional standards during the term of this Agreement. Should PROVIDER's licenses, certifications and/or registrations be modified, suspended, revoked, or in any other way impaired, PROVIDER shall notify OHCA within thirty days (30) of such action. In the event PROVIDER's licenses, certifications and/or registrations 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 health-care 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) To ensure that its employees and persons who engage in health care in its facility shall maintain all applicable state or federal licenses, certifications, and permits required for such activities during the term of this Agreement.
- (h) That provision of health-care 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 health-care services are not compensable services under the SoonerCare Program, the services may be provided but shall not be compensated by OHCA. Provider acknowledges that covered services may vary between SoonerCare benefit plans.
- (i) To comply and certify compliance with 42 U.S.C. §§ 1395cc(a)(1), 1395cc(f), and 1396a(w) which require Medicaid 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) 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 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, identification 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, instructions to patient, report of physical examination, diagnostic and laboratory test results, consultative findings, all physician's orders, reports of treatments and medications, other pertinent information

- necessary to monitor the patient, and signatures of the physician and other health-care professionals involved in patient's care.
- (l) That PROVIDER's clinical services shall be under the medical direction of a duly licensed physician. 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.
 - (m) That services rendered under this Agreement shall be performed in an appropriate physical location, which 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 preventive maintenance program to ensure essential mechanical, electrical, and patient-care equipment is maintained in safe operating condition.
 - (p) To comply with OHCA rules regarding EPSDT screenings found at Oklahoma Administrative Code (OAC) 317:30-3-48 if PROVIDER provides case management services to member under the age of twenty-one (21). EPSDT screenings must contain all elements shown at OAC 317:30-3-50. PROVIDER shall:
 - 1. Educate families who have members under 21 about the EPSDT Program and its importance to the health of children and adolescents;
 - 2. Conduct and document EPSDT outreach to ensure that members are current with respect to the periodicity schedule;
 - 3. Conduct and document follow ups with members who have missed appointments.
 - (q) And OHCA agrees that PROVIDER is not required to receive prior authorizations from OHCA when referring a patient within the tribal or IHS medical facilities.

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

- (a) Pursuant to 42 C.F.R. § 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.
- (b) PROVIDER shall not require members to pay for services in advance, except for allowable OHCA member co-payments. PROVIDER may require O-EPIC Individual Plan (IP) members to pay allowable co-payments in advance of receiving services
- (c) PROVIDER shall release any lien securing payment for any SoonerCare compensable service.
- (d) 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.
- (e) PROVIDER may collect allowable co-payments from a member for covered services and may use any legal means to enforce the member's liability for such co-payment. Provider may not collect allowable co-payments from a member if the Provider has an agreement with tribal or IHS contract health service to waive or collect such payments from contract health services.
- (f) 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, unless the tribe or IHS has authorized payment to such provider for co-payments.
- (g) OHCA acknowledges that IHS and tribal facilities generally cannot charge co-payments, deductibles, and/or premiums to eligible American Indians and Alaskan Natives.

4.3 Payment for Services

- (a) OHCA shall pay for compensable services at the applicable Office of Management and Budget (OMB) encounter rate published each year in the Federal Register.
- (b) 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.
- (c) 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 under applicable federal laws.
- (d) 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 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.
- (e) PROVIDER certifies that the services for which payment is billed by or on behalf of PROVIDER were medically necessary as defined by O.A.C. 317:30-3-1(f) and were rendered by PROVIDER.

4.4 Payment for Services Delivered to Non-Native American Indian/Alaska Natives SoonerCare Members. *(This section is optional and only applies if provider selects this service option afforded under section 9.7(b) of this agreement).*

- (a) The parties agree and acknowledge that OHCA's payment of 100% of the OMB rate for services to Non-AI/AN members constitutes OHCA advancing the state share match to the PROVIDER.
- (b) The parties agree and acknowledge that the PROVIDER is responsible for the State Share Matching funds and shall reimburse OHCA all applicable state share payments made on behalf of the PROVIDER. (OHCA shall bill the PROVIDER for the state share match of the actual claim payments appearing on the OHCA warrant register on a quarterly basis).
- (c) OHCA reserves the right to change the state share billing frequency based upon actual claim volume. OHCA shall give the PROVIDER a thirty (30) day written notice in the event OHCA elects to change the billing frequency. The PROVIDER shall pay state share monies within thirty (30) days of date of receipt of invoice from OHCA. OHCA reserves the right to recoup funds disbursed or to withhold future disbursements if the PROVIDER fails to properly submit the state share payments as specified above to OHCA.

4.5 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 C.F.R. § 447.10.
- (d) PROVIDER shall release any lien securing payment for any Medicaid-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 verifying a patient's appropriate eligibility for services 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) applicable state Medicaid statutes and rules, and (iii) any other laws cited in this contract may change. The parties shall be mutually bound by applicable changes.

5.2 PROVIDER shall comply with and certifies compliance with all applicable laws:

- (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) 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;
- (i) 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;
- (j) 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.;
- (k) Vietnam Era Veterans' Readjustment Assistance Act, Public Law 93-508, 88 Stat. 1578;
- (l) Protective Services for Vulnerable Adults Act, 43A O. S. § 10-101 et seq.;
- (m) Antideficiency Act, 31 U.S.C. §1341;
- (n) The Indian Self-Determination and Education Assistance Act, 25 U.S.C. §450, et seq.
- (o) The Federal Medical Care Recovery Act, 42 U.S.C. §§2651-2653.
- (p) Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
- (q) Indian Health Care Improvement Act(IHCIA), 25 U.S.C. § 1601 et seq.

5.3 The parties acknowledge that PROVIDER is a non-taxable entity, and as such, neither collects nor remits any type of local, state, or federal tax.

5.4 The parties acknowledge and agree that nothing in this Agreement shall be interpreted to authorize or obligate any Federal employee to operate outside the scope of his or her Federal employment pursuant to 28 U.S.C. §§ 1346(b), 2671-2680.

5.5 In lieu of binding arbitration, the parties agree to meet and confer in good faith to resolve any problems or disputes that may arise with regard to performance or interpretation of any of the terms of this Agreement. In the event of a conflict between the Agreement and applicable Federal Law, the parties acknowledge that Federal law will prevail and supersede the terms of such Agreement.

5.6 The venue for all legal actions arising from this Agreement shall be in the United States District Court, Western District 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 service 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 and 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 may be suspended until records are submitted.

- 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.

ARTICLE VII. CONFIDENTIALITY AND INFORMATION SHARING

- 7.1** PROVIDER agrees that SoonerCare member information is confidential pursuant to 42 U.S.C. § 1396a(7), 42 C.F.R. § 431:300-306, and 63 Ok Stat § 5018. PROVIDER shall not release the information governed by these Medicaid requirements to any entity or person without proper authorization or OHCA's permission.
- 7.2** PROVIDER agrees to comply with the provisions of the Federal Privacy Act of 1974 ("Privacy Act"), 5 U.S.C. §552a, 45 C.F.R. Part 5b, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. Parts 160-164, as well as all regulations promulgated pursuant to such laws.
- 7.3** PROVIDER shall have written policies and procedures governing the use and removal of patient records from the hospital. 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 Medicaid personnel working with records of members. All data, reports, research, and records generated, collected, or prepared by the tribe shall be deemed owned by the tribe.
- 7.4** The parties shall notify each other of all available information, when fraud or abuse by a participating provider is suspected or discovered, or when a participating provider has been excluded from participation for Medicare or Medicaid.

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 (30) day written notice to the other party; (ii) either party may terminate this Agreement without cause with a sixty day (60) written notice to the other party; or (iii) OHCA may terminate the Agreement immediately to protect the health and safety of Medicaid recipients, upon evidence of fraud, or pursuant to Paragraph 4.0(e) above.
- 8.2** In the event funding of the Medicaid Program 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 Medicaid patients' 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 Section 2.3 and Section 4.3(c), which require PROVIDER's authorized representative'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** This Agreement replaces PROVIDER's existing Hospital, Group, SoonerCare Choice, and Outpatient Clinic Agreements, if any, in their entireties.
- 9.4** 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.
- 9.5** 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.
- 9.6** 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.

9.7 **Participation in SoonerCare.** Providers may opt to participate in any or all of the SoonerCare programs listed below by initialing certain sections of this agreement.

SoonerCare Traditional

(a)_____ **PROVIDER agrees to provide SoonerCare Traditional services for AI/AN members.**

(Provider's current SoonerCare Traditional provider number if applicable)

(b)_____ **PROVIDER agrees to provide SoonerCare Traditional services for Non-AI/AN members.** Provider agrees and understands that a separate provider number must be obtained and used in order to bill for Traditional services for Non-AI/AN members and that section 4.4 of this agreement is applicable.

(Provider's current SoonerCare Choice provider number if applicable)

SoonerCare Choice Case Management

(c)_____ **PROVIDER agrees to provide SoonerCare Choice case management services and serve as a PCP/CM for a panel of assigned AI/AN members** as defined in Addendum 1 of this Agreement. Addendum 1 is made part of this Agreement and incorporated by reference. PROVIDER shall complete and return the SoonerCare Choice Attachment to this Agreement.

(Provider's current SoonerCare Choice provider number if applicable)

(d)_____ **PROVIDER agrees to provide SoonerCare Choice case management services and serve as a PCP/CM for Non-AI/AN members** as defined in Addendum 2 of this Agreement. Addendum 2 is made part of this Agreement and incorporated by reference. PROVIDER shall complete and return the SoonerCare Choice Attachment for services to Non-AI/AN to this Agreement.

(Provider's current SoonerCare Choice provider number if applicable)

O-EPIC

(e)_____ **PROVIDER agrees to provide O-EPIC case management services and serve as a PCP/CM for a panel of assigned AI/AN members** as defined in Addendum 3 of this Agreement. Addendum 3 is made part of this Agreement and incorporated by reference. PROVIDER shall complete and return the O-EPIC Attachment to this Agreement.

(Provider's current O-EPIC provider number if applicable)

(f)_____ **PROVIDER agrees to provide O-EPIC case management services for Non-AI/AN members and serve as a PCP/CM for a panel of assigned Non-AI/AN members** as defined in Addendum 4 of this Agreement. Addendum 4 is made part of this Agreement and incorporated by reference. PROVIDER shall complete and return the O-EPIC Attachment for services to non-AI/AN to this Agreement.

(Provider's current O-EPIC provider number if applicable)

Print or Type

Provider (facility) Legal Name

Provider FEIN #

Authorized Signatory Name and Title

Provider NPI #

Signature

Date

AFFIDAVIT

[Required by 74 Okla. Stat. §§ 85.23 and 85.43 (B)]

STATE OF _____)
)
COUNTY OF _____) **SS.**

_____ of lawful age, being first duly sworn on oath says:
(Print Authorized Representative's Name)

1. He/She is the duly authorized agent of the contractor under the contract 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. He/She is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the contractor nor anyone subject to the contract'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 the contract to which this statement is attached; and
4. No person who has been involved in any manner in the development of the contract to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract. This paragraph shall not preclude faculty and staff of institutions within the State system of Higher Education from negotiating and participating in research grants and educational contracts. This paragraph shall not apply to an agreement between the Oklahoma Health Care Authority and another agency of the State of Oklahoma.

Authorized Representative's *Signature*

Subscribed and sworn before me this _____ day of _____, 20____

(Seal)

Notary Public (or Clerk or Judge)

**CHOICE PROGRAM ATTACHMENT
CHOICE PCP/CM
For AI/AN Members**

- All GROUPS must complete this attachment to be enrolled in the **Choice** program.

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

CHOICE GROUP Information

Facility Name:

NPI#

Will you provide OB care for **Choice** members? Yes No

If the above represents a change from your previous panel characteristics, please check here

Program capacity will be prorated based on availability, on-site office hours and multiple office locations. Please specify the desired total patient capacity the GROUP is able and willing to enroll (Combined **Choice** and **O-EPIC** panels may not exceed 2500 for each full-time physician and 1250 for each full-time nurse practitioner or physician assistant.): _____ Final capacity is subject to approval by the *SoonerCare* program.

**O-EPIC PROGRAM ATTACHMENT
O-EPIC PCP/CM
For AI/AN MEMBERS**

- All providers must complete this attachment to be enrolled in the **O-EPIC** program.

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

O-EPIC Provider Information

Facility Name:

NPI#

Will you provide OB care for **O-EPIC** members? Yes No

Program capacity will be prorated based on availability, on-site provider office hours and multiple office locations. Please specify the desired total patient capacity the provider is able and willing to enroll (Combined **Choice** and **O-EPIC** panels may not exceed 2500 for each full-time physician and 1250 for each full-time nurse practitioner or physician assistant.): _____ Final capacity is subject to approval by the *SoonerCare* program.

**CHOICE PROGRAM ATTACHMENT
CHOICE PCP/CM
For NON-AI/AN Members**

- **Case Management for non-American Indian/Alaska Natives**
- PROVIDER must complete this attachment to provide case management and primary care services.
- PROVIDER must complete this attachment to be enrolled in the **Choice** program.

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

CHOICE GROUP Information

Facility Name:

NPI#

Will you provide OB care for **Choice** members? Yes No

If the above represents a change from your previous panel characteristics, please check here

Program capacity will be prorated based on availability, on-site office hours and multiple office locations. Please specify the desired total patient capacity the GROUP is able and willing to enroll (Combined **Choice** and **O-EPIC** panels may not exceed 2500 for each full-time physician and 1250 for each full-time nurse practitioner or physician assistant.): _____ Final capacity is subject to approval by the *SoonerCare* program.

**O-EPIC PROGRAM ATTACHMENT
O-EPIC PCP/CM
For NON-AI/AN MEMBERS**

- All providers must complete this attachment to be enrolled in the **O-EPIC** program.

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

O-EPIC Provider Information

Facility Name:

NPI#

Will you provide OB care for **O-EPIC** members? Yes No

Program capacity will be prorated based on availability, on-site provider office hours and multiple office locations. Please specify the desired total patient capacity the provider is able and willing to enroll (Combined **Choice** and **O-EPIC** panels may not exceed 2500 for each full-time physician and 1250 for each full-time nurse practitioner or physician assistant.): _____ Final capacity is subject to approval by the *SoonerCare* program.