REIMBURSEMENT AGREEMENT FOR HOSPITAL SERVICES
between
OKLAHOMA HEALTH CARE AUTHORITY
and
URBAN INDIAN HEALTH CARE FACILITY

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

ARTICLE I. PURPOSE

The purpose of this Agreement is for PROVIDER to bill and collect from OHCA for various health-care services to be provided by the PROVIDER to eligible American Indian/Alaskan Native 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 Okla. Stat. § 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

a) PROVIDER is an American Indian/Alaska Native (AI/AN) 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) PROVIDER is a hospital, as defined by 63 Okla. Stat. § 1-701 or as defined in the Federal statutes, or as defined by the appropriate statutes of the state where services are rendered pursuant to this Agreement, which: (i) provides acute health care, (ii) is licensed and credentialed in accordance with Federal statutes and regulations, (iii) has all other accreditation in accordance with Federal Statutes and regulations, and (iv) holds all state, federal, tribal, and local licenses, certifications, and permits as applicable to such facility; PROVIDER has authority to enter into this Agreement pursuant to 42 U.S.C. §1396j.

c) 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 PROVIDER's governing authority.

d) PROVIDER's malpractice coverage is provided through the United States Government under the Federal Tort Claims Act, 25 U.S.C. § 450.

e) PROVIDER has supplied Provider information to OHCA and executed this Agreement in order to order, refer, and/or provide health-care services to SoonerCare Members.

2.3 DEFINITIONS

a) **SoonerCare** means all OHCA medical benefit packages including Traditional, Choice, Insure Oklahoma, SoonerPlan, and Supplemental.

b) **Traditional** means a comprehensive SoonerCare package that pays providers for services on a fee-for-service basis.

c) **American Indian/Alaska Native (AI/AN**) means an officially enrolled member in a federally recognized AI/AN tribe of the United States of America.

d) **FFS** means fee-for-service.

e) **Choice** means a SoonerCare managed care program where members choose a PCP who is paid a case management fee.

f) **Insure Oklahoma - Oklahoma Employer/employee Partnership for Insurance Coverage Individual Plan (IO)** means a comprehensive SoonerCare package that requires members to share in the cost through premiums and co-payments. IO members choose a PCP who is paid a capitation rate for case management. IO reimburses all other member benefits on a FFS basis, but services not rendered by the PCP may require a referral.

g) **SoonerPlan** means a limited SoonerCare 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) **Member** means a person receiving health care benefits from a SoonerCare program.

j) **Practice of Medicine** means for purposes of reimbursement under this agreement the "practice of medicine and surgery" as provided in 59 Okla. Stat. § 492(C) and "practice of osteopathic medicine" as provided in 59 Okla. Stat. § 621 or as defined in the appropriate licensure act in the state where services are rendered.

k) **Medical services** means services included within such practice of medicine.

l) **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.

ARTICLE III. TERM

3.1 This Agreement shall be effective upon completion when (1) it is executed by OHCA and the PROVIDER; (2) all necessary documentation has been verified by OHCA; and (3) completed written notification from OHCA to PROVIDER has been received.

3.2 This Agreement shall automatically renew for additional one (1) year terms for a period of four (4) years. The final expiration date for this Agreement is March 31, 2017.

3.3 Neither party shall assign or transfer any rights or obligations under this Agreement without the other party's prior written consent except as otherwise provided in this Agreement and applicable Addenda.

ARTICLE IV. SCOPE OF WORK

4.1 GENERAL PROVISIONS

PROVIDER agrees:

a) To provide health-care services pursuant to all applicable O.A.C. 317:30-5-40 et. seq regarding the operation of hospitals;

b) To abide by all applicable statutory and regulatory restrictions on the operation of hospitals as expressed by Federal Statutes;

c) To comply with all applicable Medicaid statutes, regulations, policies, and applicable 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 (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 (IHCIA). 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 U.S.C. §1396a(25)(A) to ascertain the legal liability of third parties who are liable for the health care expenses of members under the care of PROVIDER. Because of this obligation, PROVIDER agrees to assist OHCA, or its authorized agents, in determining the liability of third parties;

f) To maintain at all times, all applicable federal licenses, certifications, and permits and to provide services to eligible American Indians and Alaska Natives SoonerCare members pursuant to professional standards during the term of this Agreement. Should PROVIDER's license, certification, or permit to operate as a hospital be modified, suspended, revoked, or in any other way impaired, PROVIDER shall notify OHCA within thirty days of such action. In the event PROVIDER's license, certification, or permit is 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 operate a hospital, this Agreement shall terminate immediately. A violation of this paragraph, at the time of execution or during any part of the term of this Agreement, 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 state or federal 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 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 SoonerCare, 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)(Q), 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 for the disabled, 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 preventive maintenance program to ensure all essential mechanical, electrical, and patient-care equipment is maintained in a safe operating condition;

p) To comply with OHCA rules regarding EPSDT screenings found at Oklahoma Administrative Code (OAC) 317:30-3-65 if PROVIDER provides case management services to member under the age of twenty-one (21). EPSDT

screenings must contain all elements shown at OAC 317:30-3-65.2. PROVIDER shall:

i. Educate families who have members under 21 about the EPSDT Program and its importance to the health of children and adolescents;

ii. Conduct and document EPSDT outreach to ensure that members are current with respect to the periodicity schedule;

iii. Conduct and document follow ups with members who have missed appointments;

q) 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:

r) 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) OHCA acknowledges that PROVIDER generally cannot charge co-payments, deductibles, and/or premiums to eligible American Indians and Alaskan Natives.

c) PROVIDER shall not require members to pay for services in advance, except for allowable OHCA member co-payments. PROVIDER may require IO members to pay allowable co-payments in advance of receiving services.

d) PROVIDER shall release any lien securing payment for any SoonerCare compensable service.

e) 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.

f) 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.

g) PROVIDER shall not deny covered services to eligible members because of their inability to pay a co-payment, unless the member is enrolled in the IO benefit plan. PROVIDER may deny covered services to eligible IO members if they are unable to pay a co-payment. Provision of a covered service to a member unable to pay a co-payment does not eliminate the member's liability for that co-payment, unless the tribe or IHS has authorized payment to such provider for co-payments.

h) 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

a) Based on the Center for Medicare and Medicaid Services (CMS) guidelines, OHCA shall reimburse PROVIDER for SoonerCare-compensable healthcare 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). U.S. Department of Treasury 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.

e) PROVIDER certifies that the services for which payment is billed by or on behalf of PROVIDER were medically necessary and were rendered by PROVIDER. For purposes of this Agreement, PROVIDER agrees to use the definition of medically necessary as defined by O.A.C. 317:30-3-1(f).

4.4 SERVICES PROVIDED TO NON-AI/AN SOONERCARE MEMBERS .

a) If PROVIDER chooses to serve non-AI/AN members:

i. PROVIDER shall be issued separate provider numbers for AI/AN and non-AI/AN members. PROVIDER agrees to bill with the correct provider number when submitting claims for AI/AN and non-AI/AN members.

ii. 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;

iii. 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;

iv. 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. 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; and

v. 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 OHCA regulations. Electronic and/or Internet submitted claims may receive priority handling.

b) If PROVIDER enters into a billing service Agreement, PROVIDER shall be responsible for the accuracy and integrity of all claims submitted on PROVIDER's behalf by the billing service.

c) PROVIDER shall not use the billing service or any other entity as a factor as defined by 42 C.F.R. § 447.10.

d) PROVIDER is responsible for verifying 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) applicable state Medicaid statutes and rules, and (iii) any other laws cited in this Agreement may change. The parties shall be mutually bound by applicable changes.

5.2 PROVIDER shall comply with and certifies compliance with all applicable laws, subject to the eligibility restrictions disclosed above:

(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) Vietnam Era Veterans' Readjustment Assistance Act, Public Law 93-508, 88 Stat. 1578;

(k) Debarment, Suspension and other Responsibility Matters, 45 C.F.R. §§76.105 and 76.110;

(l) Anti-deficiency Act, 31 U.S.C. § 1341;
(m) Federal False Claims Act, 31 U.S.C. § 3729-3733

5.3 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory and regulatory duties.

5.4 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.

5.5 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. This Agreement and any addenda thereto shall be governed and construed in accordance with Federal law of the United States. 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. Nothing in this Agreement shall be construed to constitute an acknowledgement that PROVIDER is governed by any state law not expressly agreed to within this 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 any information for 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 the longer of (i) six years from the date of service or (ii) as delineated in the applicable Federal retention schedule. PROVIDER shall not destroy or dispose of records, which are under audit, review or investigation, until the longer retention period above is met and PROVIDER is 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 PROVIDER agrees that 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

7.1 PROVIDER and OHCA agree that member information is confidential pursuant to 42 U.S.C. § 1396a(a)(7) and 42 C.F.R. § 431:300-306. PROVIDER and OHCA shall not release the information governed by these requirements to any entity or person without proper authorization.

7.2 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 IHS shall be deemed owned by IHS.

7.3 PROVIDER and OHCA agree to comply with the provisions of the Federal Privacy Act of 1974, 5 U.S.C. §552a, 45 C.F.R. Part 5b; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Parts 160-164, as well as all regulations promulgated pursuant to such laws.

ARTICLE VIII. TERMINATION

8.1 This Agreement may be terminated by two methods: (i) Either party may terminate this Agreement with or without cause at any time upon thirty-day written notice to the other party; or (ii) OHCA may terminate the Agreement immediately (a) to protect the health and safety of members, or (b) upon evidence of fraud.

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 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 a copy of any and all 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.

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.