REIMBURSEMENT AGREEMENT FOR OUTPATIENT CLINIC
BETWEEN THE
OKLAHOMA HEALTH CARE AUTHORITY
AND
URBAN INDIAN HEALTH CARE FACILITY

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

ARTICLE I. PURPOSE

1.1 The purpose of this Agreement is for OHCA and Provider to establish a formal process 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 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

a) Provider is a permanent program within the Indian Health Service's (IHS) direct care program and is authorized by the Patient Protection and Affordable Care Act to be treated as an IHS unit and operating unit in the allocation of resources and coordination of care;

b) Provider continues to meet the requirements and definitions of an urban Indian organization in this Act and shall not be subject to the provisions of the Indian Self-Determination and Education Assistance Act;

b) Provider (1) is a distinct entity that meets criteria to provide services under the Medicaid program, (2) is duly licensed and credentialed in accordance with Federal statutes and regulations, and (3) holds all Federal licenses, certifications, and permits as applicable to such facility.

c) Provider has authority to enter into this Agreement pursuant to 42 U.S.C. §1396j.

d) Provider 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) 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) Choice means a comprehensive medical benefit plan with a Primary Care Provider for each member.

c) EPE means OHCA's Electronic Provider Enrollment web-based system.

d) Insure Oklahoma/ 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.

e) Practice of Medicine means for purposes of reimbursement under this agreement the "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.

f) Medical services means services included within such practice of medicine.

g) Provider Information means all information requested from and/or supplied by Provider to OHCA through EPE, a paper application form or other written communication from Provider.

h) Member means a person receiving health care benefits from a SoonerCare program.

h) SoonerCare means all OHCA medical benefit packages including Traditional, Choice, Oklahoma Employer/Employee Partnership for Insurance Coverage (IO), SoonerPlan, and Supplemental and others.

i) SoonerPlan means a limited benefit plan covering services related to family planning.

j) Supplemental means a plan that provides medical benefits that supplement those services covered by Medicare

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

l) FFS means fee-for-service.

ARTICLE III. TERM AND ASSIGNMENT

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. The term of this Agreement shall expire March 31, 2021.

3.2 Provider shall not assign or transfer any rights 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

Provider agrees:

(a) To provide outpatient clinic services to SoonerCare members;

(b) To abide by all applicable restrictions on the practice of health-care professions as expressed by the appropriate Federal statutes and regulations;

(c) Consistent with IHS statutory authority, comply with all applicable Medicaid statutes, regulations, policies, and applicable promulgated rules of OHCA;

(d) And OHCA also agrees that IHS is limited to eligibility requirements set forth in the IHCIA, Federal regulations at 42 C.F.R. Part 136 (2005), and other applicable Federal law. Health services at Provider's facility are generally unavailable to persons who are not eligible IHS beneficiaries except in emergencies and under certain circumstances described in the IHCIA. The parties agree that no clause, term or condition in this Agreement shall be construed in any way to change, reduce, expand, or alter the eligibility requirements for services at Provider 's facility;

(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 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 Federal licenses, certifications and/or registrations and shall provide services to eligible American Indian/Alaska Native 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 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 healthcare 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)(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. Upon request by OHCA, Provider shall state in writing 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 the extent consistent with IHS' authority, comply with OHCA rules regarding EPSDT screenings found at Oklahoma Administrative Code (OAC) 317:30-3-65 if Provider provides case management services to a member under the age of twenty-one (21). EPSDT screenings must contain all elements shown at OAC 317:30-3-65.2. 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 when referring a patient from one IHS facility to another IHS facility; and

(r) 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.

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.

4.3 Payment

(a) 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 Provider Information.

(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 O.S. § 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 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 is responsible for verifying a patient's appropriate eligibility for services by contacting OHCA's Eligibility Verification System (EVS).

4.5 Telemedicine

If serving as either an originating or distant site for telemedicine services, Provider shall comply with telemedicine policy at OAC 317:30-3-27 and attests that:

a) It shall provide telemedicine services through an OHCA-approved network listed on the OHCA website; and

b) It shall provide services only to members residing in rural or underserved areas where there is a lack of medical specialty, psychiatric or other mental health providers.

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 As applicable, Provider shall comply with and certifies compliance with, 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) Antideficiency Act, 31 U.S.C. §1341;

(m) Federal False Claims Act, 31 U.S.C. § 3729-3733; 31 U.S.C. § 3801; and

(n) Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 Okla. Stat. § 1313 and participates in the Status Verification System. The Status Verification System is defined at 25 Okla. Stat. §

1312 and includes but is not limited to, the free Employment Verification Program (e-Verify) available at www.dhs.gov/E-Verify.

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 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.

5.5 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 to disclose the services it provides for seven 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 when the seven year limitation. 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 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.

ARTICLE VII. CONFIDENTIALITY AND INFORMATION SHARING

7.1 Provider agrees that SoonerCare 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 that SoonerCare member and provider information cannot be remarketed, summarized, distributed, or sold to any other organization without the express written approval of OHCA.

7.4 Provider agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Parts 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and 42 U.S.C. 320d-1230d-8.

7.5 Provider must report a known breach of confidentiality, privacy, or security, as defined under HIPPA, to the OHCA Privacy and Confidentiality Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of the Agreement.

7.6 Provider agrees to report potential known violations of 21 Okla. Stat. 1953 to the OHCA Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.

7.7 Provider shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OHCA of such breach pursuant to the terms of 45 CFR 164.410 and cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Provider as of the first on which such breach is known to Provider or, by exercising reasonable diligence, would have been known to Provider.

7.8 Provider shall report to the OHCA any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Provider shall report to OHCA any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider in violation of the requirements of this Agreement.

ARTICLE VIII. TERMINATION

8.1 This Agreement may be terminated by three methods: (i) Either party may terminate this Agreement with cause at any time upon a thirty day (30) 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 (a) to protect the health and safety of members, (b) upon evidence of fraud, or (c) pursuant to Paragraph 4.1(f) above.

8.2 In the event funding of the SoonerCare from the State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately by OHCA.

8.3 In the event of termination, Provider shall provide a copy of any records or other assistance necessary for an orderly transition of SoonerCare members' health care.

ARTICLE IX. OTHER PROVISIONS

9.1 The representations made in this memorialization of the Agreement constitute the sole basis of the parties' contractual relationship. No oral representation by either party relating to services covered by this Agreement shall be binding on either party. Any amendment to this Agreement shall be in writing and signed by both parties.

9.2 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.

9.3 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.

9.4 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.