

ADVANTAGE PROGRAM CD-PASS INDIVIDUAL PROVIDER AGREEMENT

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

(Print Provider's Name)

ARTICLE I. PURPOSE

The purpose of this Agreement is for OHCA and PROVIDER to contract for provision of Consumer Directed Personal Assistance Services and Support (CD-PASS) services to eligible SoonerCare members.

ARTICLE II. PARTIES AND DEFINITIONS

2.1 Oklahoma Health Care Authority

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

2.2 PROVIDER

PROVIDER states that PROVIDER is employed by a **SoonerCare** member eligible for ADvantage Program CD-PASS services and that PROVIDER meets the following minimum qualifications for eligible providers of CD-PASS ADvantage Program services:

- (a) Has documented age of 18 years or older to employer/member;
- (b) Has documented to employer/member a verifiable identification and verifiable work history and/or personal references;
- (c) Has demonstrated competence to perform required tasks to employer/member's satisfaction; and,
- (d) As verified by LTCA, has not been convicted of a crime as defined in 63 O.S., Sec. 1-1950 et seq., has no pending notation of abuse or neglect as reported by the Oklahoma State Department of Health Nurse Aide Registry, and name does not appear on the OKDHS Community Services Workers Registry.

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

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

Provider Mailing Address

City, State, Zip Code

2.4 DEFINITIONS

- (a) **SoonerCare** means all OHCA medical benefit packages.
- (b) **Member** means a person receiving health care benefits from a SoonerCare program.

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 February 28, 2009.

3.2 PROVIDER shall not assign or transfer any rights, duties, or obligations under this Agreement.

ARTICLE IV. SCOPE OF WORK

4.1 General Provisions

- (a) PROVIDER agrees to provide CD-PASS services as defined in Oklahoma Administrative Code (OAC) 317:30-5-763 to PROVIDER's employer as specified in the Individual Care Plan for PROVIDER's employer.
- (b) PROVIDER agrees to comply with all applicable statutes, regulations, policies, and properly promulgated rules of OHCA.
- (c) PROVIDER agrees that the state has an obligation under 42 United States Code (USC) §1396a(a)(25)(A) to ascertain the legal liability of third parties who are liable for the health care expenses of SoonerCare 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.
- (d) Provision of services for purposes of this Agreement shall be limited to those CD-PASS services within the scope of the ADvantage Program as defined by properly promulgated rules. To the extent that services are not compensable services under SoonerCare, the services may be provided but shall not be compensated by OHCA.

- (e) PROVIDER shall provide LTCA or its agent with all information necessary to maintain a time sheet. PROVIDER shall comply with LTCA requirements regarding records policies, procedures, and information contained in each record.

4.2 Payment

- (a) OHCA shall pay LTCA or its agent on behalf of PROVIDER for services in accordance with the Individual Care Plan for PROVIDER's employer. PROVIDER understands and agrees that LTCA or its agent serves as fiscal intermediary for the CD-PASS services and is responsible for submitting claims to OHCA on PROVIDER's behalf, withholding income and other taxes, and issuing required IRS forms to PROVIDER.
- (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) Pursuant to 42 CFR § 447.15, payments made by OHCA shall be considered payment in full for all covered services provided to a SoonerCare member. PROVIDER shall not bill a SoonerCare member for such service and shall not be relieved of this provision by electing not to bill OHCA for the service. This provision shall not apply to co-payments allowed by OHCA.
- (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) PROVIDER certifies with each claim for payment submitted to LTCA or its agent that the services or products for which payment is billed by or on behalf of PROVIDER were personally rendered by PROVIDER.

4.3 Billing Procedures

- (a) PROVIDER agrees all claims shall be submitted to LTCA or its agent in a format and time frame acceptable to LTCA or its agent. PROVIDER accepts any terms and requirements of the LTCA or its agent.
- (b) PROVIDER shall be responsible for the accuracy and integrity of all claims submitted on PROVIDER's behalf by the LTCA or its agent.

ARTICLE V. LAWS APPLICABLE

- 5.1** The parties to this Agreement acknowledge and expect that over the term of this Agreement laws may change. Specifically, the parties acknowledge and expect (i) federal Medicaid statutes and regulations, (ii) state Medicaid statutes and rules, (iii) state statutes and rules governing practice of health-care professions, and (iv) any other laws cited in this agreement may change. The parties shall be mutually bound by such changes.
- 5.2** As applicable, PROVIDER shall comply with and certifies compliance with:
 - (a) Drug-Free Workplace Act, 41 USC § 701 et seq.;
 - (b) Title XIX of the Social Security Act), 42 USC § 1396 et seq.;
 - (c) 31 USC § 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; and;
 - (d) Protective Services for Vulnerable Adults Act, 43A O. S. § 10-101 et seq.;
- 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** PROVIDER shall cooperate with LTCA in keeping such records as are necessary to disclose fully the extent of services provided to SoonerCare members.
- 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.

- 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

- 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 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.
- 7.3 PROVIDER agrees to comply with the provisions of the Health Insurance and Portability Accounting Act of 1996 (HIPAA), specifically the privacy provisions of that act found at 45 C.F.R. Part 164.

ARTICLE VIII. TERMINATION

- 8.1 This Agreement may be terminated by three methods. (i) Either party may terminate this Agreement for cause with a thirty-day written notice to the other party; (ii) either party may terminate this Agreement without cause with a sixty-day written notice to the other party; or (iii) OHCA may terminate the agreement immediately a) to protect the health and safety of SoonerCare members, b) upon evidence of fraud, or c) pursuant to Paragraph 4.2 (e) above.
- 8.2 In the event that LTCA is no longer the Financial Management Services provider for the ADvantage CD-PASS services, this Agreement shall terminate immediately.
- 8.3 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.
- 8.4 In the event of termination, PROVIDER shall provide any records or other assistance necessary for an orderly transition of SoonerCare 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 the address in Article 2.3 which requires PROVIDER's signature only.
- 9.2 PROVIDER's Affidavit attached to this Agreement is made part of the Agreement and incorporated by reference.
- 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.

PROVIDER's Social Security Number

PROVIDER's Signature

Date

The ADvantage Program Administrative Agent, LTCA, certifies that this PROVIDER has not been convicted of a crime as defined in 63 O.S., Sec. 1-1950 et seq., has no pending notation of abuse or neglect as reported by the Oklahoma State Department of Health Nurse Aide Registry, and that the PROVIDER name does not appear on the OKDHS Community Services Workers Registry. Furthermore, LTCA attests that the Employer/member of this PROVIDER has been trained to direct and supervise the CD-PASS PROVIDER to render services to the member in accordance with the member's individual plan of care and in accordance with profession standards and that the ADvantage Case Managers are trained to monitor this service delivery.

Signature for LTCA

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

STATE OF _____)
) **ss.**
COUNTY OF _____)

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

1. He/She is the duly authorized agent of the contractor 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 agreement;
2. He/She is fully aware of the facts and circumstances surrounding the making of the agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said agreement;
3. Neither the contractor nor anyone subject to the agreement'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 agreement to which this statement is attached; and
4. 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 to fulfill any of the services provided for under said agreement. 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.

PROVIDER's Signature

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

(Seal)

Notary Public (or Clerk or Judge)