AGREEMENT
between
OKLAHOMA HEALTH CARE AUTHORITY AND
HEALTH PROVIDER
FOR MENTAL HEALTH CASE MANAGEMENT SERVICES FOR PERSONS OVER AGE 21
WITNESSETH:

Based upon the following recitals, the Oklahoma Health Care Authority (hereinafter referred to as OHCA) and the _________________________________
(Print Provider Name)
(hereinafter referred to as PROVIDER) enter into this Agreement:

ARTICLE I. PURPOSE

1.0 The purpose of this Agreement is to contract with PROVIDER for various services to be rendered to Medicaid eligible persons. PROVIDER desires to submit invoices for the services under the program, without the necessity of certifying to the contents of a statement before a notary public on each separate invoice.

ARTICLE II. THE PARTIES

2.0 OKLAHOMA HEALTH CARE AUTHORITY

(a) OHCA states that it is the single state agency, which the Oklahoma Legislature has designated through 63 O.S. § 5009(B) to administer Oklahoma’s Medicaid Program. Under Medicaid, the state and federal governments share in the cost of providing health care to certain indigent persons based upon criteria established by the state within the parameters of federal law.

(b) OHCA has authority to enter into this Agreement pursuant to 63 O.S. § 5006(A) and O.A.C. rules 317:25-5-50. OHCA’s chief executive officer has authority to execute this Agreement on OHCA’s behalf pursuant to 63 O.S. § 5008(B).
2.1 NAME

(Print Provider Name)

PROVIDER is a separate and distinct entity eligible to provide services under the Medicaid program and has contracted with OHCA to provide those services defined below.

These contracted Services are to be provided by Providers who are Behavioral Health Case Management Agencies (BHCMA) that: have been reviewed in the areas of substance abuse and/or mental health by the Department of Mental Health and Substance Abuse Services (DMHSAS) as an agent of OHCA in accordance with a current Interagency Agreement for such purposes. The program must be found in compliance with the applicable approved OHCA standards for the purpose of providing case management services. Only organizations that have submitted a completed OHCA Case Management Provider Application to DMHSAS before July 1, 2003, will be eligible to be reviewed by DMHSAS for such purposes. On or after July 1, 2003, any organization seeking to be a provider of case management services not having a valid Agreement as an OHCA case management provider or a completed OHCA Case Management Provider Application with DMHSAS, must demonstrate JCAHO, CARF, COA or AOA accreditation. Beginning July 1, 2004, the DMHSAS review, in accordance with the above referenced DMHSAS/OHCA Interagency Agreement will no longer qualify any organization to be a provider of case management services. As set forth in the current DMHSAS/OHCA Interagency Agreement, reviews conducted by DMHSAS will be limited to determinations that applications for initial and/or continued case management provider status meets standards approved by OHCA in accordance with protocol approved by OHCA. OHCA anticipates that the certification requirements for agency staff who will perform case management services will change on or about July 2003. Providers who execute this agreement are to abide and comply with current certification requirements as well as any prospective changes to certification requirements upon the effective date of the new requirements.

2.2 ADDRESSES

The parties agree that the mailing address for each of the parties to this Agreement is as follows:

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

Mailing Address

City, State, Zip Code
ARTICLE III. TERM AND ASSIGNMENT

3.0 TERM OF THE CONTRACT

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 at 12:00 midnight, June 30, 2006.

3.1 ASSIGNMENT

PROVIDER shall not assign or transfer any rights, duties, or obligations under this Agreement without prior written consent of OHCA.

ARTICLE IV. SCOPE OF WORK

4.0 GENERAL PROVISIONS

PROVIDER agrees to provide Case Management Services in accordance with provisions and limits set forth in applicable OHCA policies rules and procedures including those outlined in OHCA rules 317:30-5-585 through 317:30-5-589. OHCA agrees to furnish PROVIDER with all rules and procedures via on-line transmission for PROVIDER review and compliance.

4.1 PAYMENT

(a) OHCA will pay PROVIDER for services within the scope of its programs on the basis of the reimbursement provisions contained specifically in rules 317:30-5-587 through 317:30-5-588. The amount, duration, scope and rate of payments for MHCMA services are contained in these rules.

(b) PROVIDER agrees and understands that payment cannot be made by OHCA to vendors providing care and/or services under federally assisted programs unless care and/or services is provided without discrimination on the grounds of race, color, sex, national origin or handicap.

(c) PROVIDER agrees to accept payment by direct deposit and by accepting this payment it certifies that the services were provided.

(d) PROVIDER agrees that when the PROVIDER/payee opens a new account, OHCA may match the Tax Identification Numbers (TIN)/Name Controls with IRS records, prior to filing the relevant information return.

(e) Pursuant to 42 CFR § 447.15, payments made by OHCA shall be considered payment in full for all products and services provided to a Medicaid recipient. PROVIDER shall not bill a Medicaid recipient for such product or services and shall not be relieved of this provision by electing not to bill the Medicaid Program for the product. This provision shall not apply to co-payments allowed by OHCA or payment for non-covered products or services.
(f) Satisfaction of all claims will be from federal and state funds. Any false claims, statements, documents or concealment of a material fact, may be prosecuted under applicable federal or state laws.

(g) PROVIDER certifies that the services claimed were medically indicated and necessary to the health of the patient and were rendered by the PROVIDER.

(h) If insurance or similar sources other than Medicaid are available to pay for the services provided by PROVIDER, PROVIDER shall bill such resource first. OHCA shall not pay any claims until PROVIDER exhausts all other resources.

4.2 BILLING PROCEDURES

(a) Prior to submitting claims to OHCA via a billing service, PROVIDER agrees that written authorization for that service to bill for PROVIDER shall be on file with OHCA’s claims payment agent. This agent is EDS (Electronic Data System) located at 2401 N. W. 23rd Street, Suite 11, Oklahoma City, OK 73107.

(b) PROVIDER agrees all claims shall be submitted to OHCA in a format acceptable to OHCA and in accordance with the OHCA Provider Manual.

(c) 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.

(d) PROVIDER shall not pay use the billing service or any other entity as a factor, as defined by 42 CFR § 447.10.

(e) 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.

(f) PROVIDER is responsible for determining a patient’s appropriate eligibility by contacting OHCA’s Recipient Eligibility Verification System (REVS).

ARTICLE V. LAWS APPLICABLE

5.0 The parties to this Agreement acknowledge and expect that over the term of this Agreement that the laws and regulations may change. Specifically, the parties acknowledge and expect (i) federal Medicaid statutes and regulations, (ii) state Medicaid statutes and rules, and (iii) state statutes and rules governing practice of health-care professions may change. The parties shall be mutually bound by such changes.

5.1 PROVIDER shall comply with and certifies compliance with:

(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 (Medicaid), 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) Oklahoma Worker's Compensation Act, 85 O.S. § 1 et seq.;

(i) 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; and;

(j) Presidential Executive Orders 11141, 11246 and 11375 at 5 U.S.C. § 3501and 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;

(k) 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 and Portability Accounting Act of (HIPAA), Public Law 104-191, 110 Stat. 1936, and HIPAA regulations at 45 C.F.R. § 160.101 et seq.;


(m) Protective Services for Vulnerable Adults Act, 43A Okla. Stat. § 10-101 et seq.;

5.2 PROVIDER certifies that it complies with 45 C.F.R. §§76.105 and 76.110, Debarment, Suspension and other Responsibility Matters.

5.3 With regard to equipment (as defined by O.M.B. Circular A-87) purchased with monies received from OHCA for this Agreement, PROVIDER agrees to comply with 74 O.S. §§ 85.44(B)(C) and 45 C.F.R. §74.34.

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

5.5 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.

5.6 The venue for civil actions arising from this Agreement shall be Oklahoma County, Oklahoma.
ARTICLE VI. AUDIT AND INSPECTION

6.0 PROVIDER shall keep such records as are necessary to disclose fully the extent of service provided to Medicaid recipients 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), and the Secretary 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.

6.1 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 the PROVIDER under this Agreement and to audit the PROVIDER’s financial records as provided by 56 O.S. § 222 and 42 C.F.R. § 431.107.

6.2 Pursuant to 74 O.S. § 85.41, OHCA and the Oklahoma State Auditor and Inspector shall have the right to examine the PROVIDER’s books, records, documents, accounting procedures, practices, or any other items relevant to this Agreement.

6.3 PROVIDER shall provide OHCA with information concerning PROVIDER’s ownership in accordance with 42 C.F.R. § 455.100 et. seq. This Agreement shall not be effective until OHCA receives the ownership information. Ownership information shall be provided to OHCA at each Agreement renewal and within twenty days of any change in ownership. Ownership information is critical for determining whether a person with an ownership interest has been convicted of a program-related crime under Titles V, XVIII, XIX, XX and XXI of the federal Social Security Act, 42 U.S.C. § 301 et seq. The PROVIDER shall also furnish ownership information to OHCA upon its request.

6.4 PROVIDER shall submit, within thirty-five days of a request by OHCA, MFCU, or the Secretary, all documents, as defined by 12 O.S. § 3234, in its possession, custody, or control concerning (i) the ownership of any subcontractor with whom PROVIDER has had business transactions totaling more than twenty-five thousand dollars during the twelve months preceding the date of the request, or (ii) any significant business transactions between the PROVIDER and any wholly owned supplier, or between PROVIDER and any subcontractor during the five years preceding the date of the request.

ARTICLE VII. CONFIDENTIALITY

7.0 PROVIDER agrees that Medicaid recipient information is confidential and is not to be released to the general public under 42 U.S.C. § 1396a (7), 42 C.F.R. § 431:300-306 and 63 O.S. § 5018 (Supp.1996). PROVIDER agrees not to release the information governed by these Medicaid recipient requirements to any other state agency or public citizen without the approval of OHCA.
ARTICLE VIII. TERMINATION

8.0 This Agreement may be terminated by three methods. Either party may terminate this Agreement for cause with a thirty (30) day written notice to the other party. Either party may terminate this Agreement without cause with a sixty (60) day written notice to the other party. OHCA may terminate this Agreement immediately to protect the health and safety of any Medicaid recipient or upon evidence of fraud by the Provider.

8.1 If the Oklahoma Legislature or United States Congress ceases funding the Medicaid Program at any time during the term of this Agreement, the Agreement shall terminate immediately upon the effective date of such cessation.

ARTICLE IX. OTHER PROVISIONS

9.0 The written 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 Paragraph 2.2.

9.1 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.

9.2 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.

9.3 OHCA does not create and PROVIDER does not obtain any license by virtue of this Agreement. OHCA does not guarantee PROVIDER will receive any customers, and PROVIDER does not obtain any property right or interest in any Medicaid recipient business by this Agreement.

9.4 Please check one of the following to indicate PROVIDER type.

☐ ODMHSAS* - Community Mental Health Center (CMHC)
☐ ODMHSAS* - Contracted
☐ Other (Private)

Provider’s FEIN (Federal Employer Identification Number)

Servicing Physical Address

Print Authorized Representative’s Name

City, State, Zip Code

Authorized Representative’s Signature

Contact Name

Date

Telephone Number of Contact Person

* ODMHSAS (Oklahoma Department of Mental Health Substance Abuse Services)