

1032

INTERAGENCY AGREEMENT
Between the
OKLAHOMA HEALTH CARE AUTHORITY
And the
OKLAHOMA DEPARTMENT OF HUMAN SERVICES

Based upon the following recitals, the Oklahoma Health Care Authority (hereinafter referred to as OHCA) and the Oklahoma Department of Human Services (hereinafter referred to as OKDHS) enter into this Agreement:

ARTICLE I. PURPOSE

1.0 The purpose of this Agreement is to assure cooperation and collaboration between OHCA and OKDHS in performance of their respective duties to provide health care to persons eligible under Titles V, XIX and XXI of the Social Security Act. This agreement is intended to satisfy state and federal requirements regarding: (a) the role of the OHCA as the single state SoonerCare agency; (b) the ability to use Titles XIX and XXI funds for allowable administrative costs incurred by OKDHS; (c) the responsibility for state share funding under Titles XIX and XXI for administrative activities and program services provided to eligible individuals being served by OKDHS; (d) the roles and responsibilities of OKDHS and OHCA regarding payment for non-SoonerCare services provided to OKDHS recipients, including but not limited to state custody children and Title V recipients; and, (e) the status of OKDHS as a SoonerCare provider for identified SoonerCare services. SoonerCare under this agreement is inclusive of the provisions of Title XIX and Title XXI of the Social Security Act.

ARTICLE II. THE PARTIES

2.0 OKLAHOMA HEALTH CARE AUTHORITY

- (a) OHCA is the single state agency designated by the Oklahoma Legislature through 63 Okla. Stat. § 5009(B) to administer Oklahoma's Medicaid Program, known as SoonerCare.
- (b) OHCA has authority to enter into this Contract pursuant to 63 Okla. Stat. §5006(A). OHCA's Chief Executive Officer has authority to execute this Contract on OHCA's behalf pursuant to 63 Okla.Stat. §5008(B).
- (c) OHCA states that its mailing address for the purposes of this Agreement, except for submission of invoices, is as follows:
 Oklahoma Health Care Authority
 Legal Division – Contract Development
 PO Box 18497
 Oklahoma City, OK 73154-0497
 405-522-7692
- (d) OHCA's mailing address for submission of invoices is as follows:
 Oklahoma Health Care Authority
 Finance Division, General Accounting
 P.O. Box 18299
 Oklahoma City, OK 73154

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2.1 DEPARTMENT OF HUMAN SERVICES

- (a) OKDHS states that it is the immediate predecessor to OHCA as the Oklahoma single state Medicaid agency. Pursuant to 63 Okla. Stat. 5009(B)(1), OKDHS shall contract with OHCA for eligibility determination and other administrative or operational functions relating to the provision of services which are, in part, funded by Medicaid program funds, both State and Federal.
- (b) OKDHS has the authority to enter into this Agreement pursuant to Article XXV of the Oklahoma Constitution. The Director of OKDHS has the authority to execute this Agreement on behalf of OKDHS pursuant to Article XXV of the Oklahoma Constitution.
- (c) OKDHS states that its mailing address for purposes of this Agreement is as follows:
 - Department of Human Services
 - Contracts and Purchasing Unit
 - P.O. Box 25352
 - Oklahoma City, Oklahoma 73125
 - Attention: Pam Jennings, Administrator

ARTICLE III. GENERAL PROVISIONS

3.0 TERM OF THE AGREEMENT

- (a) This Agreement shall begin on July 1, 2010 and continue through June 30, 2011 with the option to renew for (5) five additional one-year periods (July 1 to June 30). This Agreement will automatically renew on July 1 of each option year. An Amendment will be issued in the event this Agreement requires any changes or modifications. The option to renew is contingent upon funding availability and the needs of OHCA and OKDHS.
- (b) It is understood and agreed by the parties hereto that all obligations of OHCA and OKDHS, including the continuance of payments, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall OHCA and OKDHS be liable for any payments in excess of such available appropriated funds.

3.1 AMENDMENTS/MODIFICATIONS

Any amendments or modifications to this Agreement must be in writing and signed by both parties 30 days prior to the effective date of the amendment or modification. In the event either party wishes to modify or discontinue the provision of any of the administrative program supports contained in this Agreement or its attached Schedules which might have a fiscal impact on one or the other party, the party desiring the change or modification will, to the extent practical, permit that change to occur at the end of the next calendar quarter.

3.2 ASSIGNMENT

OKDHS and OHCA shall not assign or transfer any rights or obligations under this Agreement without prior written consent of the other party.

ARTICLE IV. SCOPE OF WORK

4.0 OHCA and OKDHS will provide both operational and programmatic support to the other, as is outlined, with certain exceptions, in the attached schedules. These schedules are not to be construed as being inclusive of all such support, but serve as an illustration and an attempt to outline the main areas covered. OKDHS and OHCA shall perform pursuant to the following:

- Schedule A: Administrative Support Services
- Schedule B: SoonerCare Programs
- Schedule C: Cooperative Agreements for Third Party Liability & Child Support Services
- Schedule D: Non-SoonerCare Programs and Claims Processing
- Schedule E: Nursing Facility Quality of Care Fee
- Schedule F: Eligibility Determination Process for SoonerCare Programs
- Schedule G: SoonerCare Programs Requiring Direct Invoicing

4.1 General Provisions

- 4.1.0 OHCA and OKDHS will cooperate and collaborate in all relevant areas and work together in a spirit of good faith and mutual negotiation towards the effective and efficient operation of the SoonerCare program.
- 4.1.1 OHCA shall be responsible for issuing access to entities desiring information on the SoonerCare member eligibility system and will provide adequate training about OHCA procedures to such entities. OHCA shall consider all additional system changes recommended by the joint steering committee.
- 4.1.2 OKDHS shall administer and/or provide those SoonerCare programs outlined in Schedule B to this Agreement in accordance with the approved SoonerCare state plan or approved waivers.
- 4.1.3 OKDHS shall serve as an Organized Health Care Delivery System (OHCDS) in accordance with 42 C.F.R. 447.10(b). OKDHS may subcontract with other qualified individuals or agencies to furnish SoonerCare covered services as long as it continues to furnish at least one covered SoonerCare service itself. The subcontracted services shall be billed for SoonerCare compensation as services furnished by the OHCDS. Services furnished under subcontract shall meet the requirements of 42 U.S.C. §1396 a(a)(27) and 42 C.F.R. §431.107, and individuals or agencies shall meet applicable qualification standards for each of the services furnished.
- 4.1.4 OKDHS shall provide, upon request, OHCA with copies of all subcontracts entered into with individuals or agencies providing SoonerCare services. OKDHS is the designated OHCDS under this Agreement and is solely responsible for performing all duties herein. A failure by the OHCDS subcontractor(s) shall not in any way relieve OKDHS from its responsibility to perform the duties and obligations of this Agreement.
- 4.1.5 OHCA as the single state Medicaid agency shall provide OKDHS with professional assistance regarding the ability to use SoonerCare funding to meet the duties and responsibilities of OKDHS. OHCA shall be the final authority on

compensatory SoonerCare costs as set forth in Subpart A of 42 C.F.R. 431.10(e)(3).

- 4.1.6 OKDHS shall provide OHCA with estimates of its expenditures relating to all SoonerCare administrative and programmatic services provided to its clients. The purpose of this is to meet federal criteria for OHCA to acquire federal grant awards. In the event OKDHS' actual expenditures exceed the estimate provided to OHCA, the reimbursement of federal share may be delayed due to insufficient grant awards to OHCA.
- 4.1.7 OKDHS shall certify to OHCA that the state share monies used to match federal funds or to repay the state share of actual SoonerCare expenditures under this Agreement are: (i) directly appropriated public dollars of OKDHS; (ii) not state funds used to match other federal matching programs; and, (iii) not provider taxes or donations as referenced in 42 U.S.C. § 1396 b(w)(1)(A).
- 4.1.8 OKDHS claims for administrative costs shall be in accordance with the OKDHS Cost Allocation Plan approved by the U.S. Department of Health and Human Services, Division of Cost Allocation.
- 4.1.9 An audit of the SoonerCare Program is performed by the State Auditor and Inspector General's Office each fiscal year. In general, the costs for each state fiscal year audit on all SoonerCare services rendered by OKDHS shall be borne by the OHCA. However, each party is responsible for the audit costs of those functions that are mandated by law.
- 4.1.10 An Interagency Steering Committee (Committee) for OHCA and OKDHS will meet on a monthly basis to review SoonerCare related operational and administrative activities. The Committee will be comprised of executive management staff of the two agencies. The purpose of the Committee is to ensure coordination of responsibilities, including establishment of a strategic plan for the two agencies.
- 4.1.11 OHCA and OKDHS will meet on a monthly basis to set priorities for both agencies regarding IT projects and IT work related to SoonerCare, or any other projects as needed. Technology and program staff from OHCA and OKDHS as determined by each agency will attend the IT project meetings.
- 4.1.12 OKDHS will produce evidence (documents, reports, surveys and results, etc.) upon request by OHCA or CMS that it has implemented policies and procedures in compliance with the Medicaid 1915(c) waiver or Medicaid State Plan.

ARTICLE V. LAWS APPLICABLE

- 5.0 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 SoonerCare statutes and rules, (iii) state statutes and rules governing practice of health care professions, and (iv) any other laws cited in this contract may change. The parties shall be mutually bound by such changes.
- 5.1 As applicable, OKDHS shall comply with and certifies compliance with:
 - a) Age Discrimination in Employment Act, 29 USC § 621 et seq.;
 - b) Rehabilitation Act, 29 USC § 701 et seq.;
 - c) Drug-Free Workplace Act, 41 USC § 701 et seq.;

- d) Title XIX of the Social Security Act, 42 USC § 1396 et seq.;
 - e) Civil Rights Act, 42 USC §§ 2000d et seq. and 2000e et seq.;
 - f) Age Discrimination Act, 42 USC § 6101 et seq.;
 - g) Americans with Disabilities Act, 42 USC § 12101 et seq.;
 - h) Oklahoma Worker's Compensation Act, 85 Okla. Stat. § 1 et seq.;
 - i) 31 USC § 1352 and 45 CFR § 93.100 et seq., which (1) prohibit 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) require disclosures to be made if other monies are used for such lobbying;
 - j) 5 USC § 3501, 41 CFR § 741.1 et seq. and Presidential Executive Orders 11141, 11246 and 11375 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) 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
 - l) 74 Okla. Stat. §§ 85.44(B) and (C) and 45 CFR § 74.34, 42 CFR § 447.20 and § 447.21 with regard to equipment (as defined by 2 CFR § 225) purchased with funds received from OHCA pursuant to this Agreement
 - m) Federal Privacy Regulations and Federal Security Regulations (45 CFR Part 160-164) as mandated by the Health Insurance Portability and Accountability Act of 1996. OKDHS and OHCA will comply with the Administrative Simplifications of the Health Insurance Portability and Accountability Act of 1996.
 - n) Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801;
 - o) 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.
- 5.2 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.
- 5.3 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.
- 5.4 The venue for legal actions arising from this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma
- 5.5 If any portion of this Agreement is found to be in violation of State or Federal statutes, that portion shall be stricken from this Agreement and the remainder of the Agreement shall remain in full force and effect.

ARTICLE VI. AUDIT AND INSPECTION

- 6.0 OHCA and OKDHS agree to fully cooperate with each other and any authorized auditing agency or entity, Federal or State, for the purpose of compliance with all required reporting and auditing of Titles XIX and XXI programs.
- 6.1 OKDHS shall keep such records as are necessary to disclose fully the extent of service provided or authorized by OKDHS to SoonerCare members and, upon request, 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 U.S. Secretary of Health and Human Services (hereinafter referred to as Secretary) for seven years from the date of service. The OKDHS shall not destroy or dispose of records which are under audit, review, or investigation when the seven-year limitation is met. The OKDHS 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 OKDHS offices and facilities and to examine records relating to financial statements or claims submitted by the OKDHS under this Agreement and to audit OKDHS' financial records as provided by 42 C.F.R. § 431.107 to the extent applicable.
- 6.3 Pursuant to 74 Okla. Stat. § 85.41, OHCA and the Oklahoma State Auditor and Inspector shall have the right to examine the OKDHS' books, records, documents, accounting procedures, practices, or any other items relevant to this Agreement.
- 6.4 OKDHS shall submit, within thirty-five (35) days of a request by OHCA, MFCU, or the Secretary, all documents, as defined by 12 Okla. Stat. § 3234, in its possession, custody, or control concerning the ownership of any subcontractor with whom the OKDHS has had business transactions totaling more than twenty-five thousand dollars during the twelve months preceding the date of the request.

ARTICLE VII. CONFIDENTIALITY AND INFORMATION SHARING

- 7.0 OKDHS agrees that *SoonerCare* member information is confidential and shall be safeguarded pursuant to 42 U.S.C. § 1396a(7), 42 C.F.R. § 431:300-306 and 63 Okla. Stat. § 5018 (Supp.1996). OKDHS shall not release the information governed by these *SoonerCare* member requirements without the prior written approval of OHCA except as provided by this Agreement.
- 7.1 OHCA and OKDHS will share all relevant information about *SoonerCare* services for individuals who are receiving services provided by OKDHS including, but not limited to, eligibility and client information on a continuing basis.
- 7.2 OKDHS and OHCA shall notify each other of all available information when fraud or abuse by a provider is suspected or discovered, or when a provider has been excluded from participation in Medicare or *SoonerCare*.
- 7.3 OKDHS acknowledges that HP Enterprises is the fiscal agent for OHCA. Further, OHCA's fiscal agents have the same security privileges as OHCA. OHCA agrees to place terms into the fiscal agent contracts assuring security and confidentiality pursuant to 42 USC § 1396A(a)(7), 42 CFR § 431:300-306 and 63 Okla. Stat. § 5018 (Supp. 1996).
- 7.4 OHCA and OKDHS agree to create and maintain a secure email link to ensure member data which is emailed is held confidential between the agencies.
- 7.5 OHCA and OKDHS will use their best efforts to mutually agree to specific data sharing provisions and security configurations as provided for in the *Interagency Data Sharing Agreement* executed May 30, 2008 between OHCA, OKDHS and OSDH.
- 7.6 OHCA and OKDHS jointly agree to grant data systems access pursuant to the provisions of the *Interagency Data Sharing Agreement* executed May 30, 2008 between OHCA, OKDHS and OSDH to the subcontractors of each agency with the approval of the originating agency.

ARTICLE VIII. FEDERAL DISALLOWANCES OR OTHER RECOUPMENTS

- 8.0 OKDHS and OHCA understand that during the term of this Agreement, the federal government may levy a disallowance on the SoonerCare expenditures made in connection with this Agreement. Disallowance for purposes of this article relate to programs or services funded under SoonerCare for which OKDHS pays the state share and performs eligibility services for those programs for which OKDHS pays the state share.
- 8.1 If a disallowance is levied because of a failure to timely file a State Plan Amendment or meet technical notice requirements of a State Plan Amendment, the OHCA shall be responsible for the cost of the disallowance.
- 8.2 If a disallowance is levied for a reason other than those stated in subsection 8.1 of this Article, OKDHS shall be responsible for any audit exceptions or disallowances which may occur as the result of a federal audit or due to the disapproval of any pending State Plan Amendment of all SoonerCare services under the provider status of a Organized Health Care Delivery System (OHCDs). OHCA shall not be responsible for any acts or omissions by OKDHS with regard to any audit exception and disallowance of federal funds for SoonerCare services rendered by its subcontractors. OKDHS shall reimburse OHCA for any disallowance that may be upheld by the U.S. Department of Health and Human Services' Departmental Appeals Board.
- 8.3 The parties agree and understand they may have disagreement whether a disallowance is levied in accordance with Sections 8.1 or 8.2 of this Article. The parties also agree and understand that disallowances levied may or may not be upheld, in whole or in part, if appealed.
- 8.4 OKDHS and OHCA shall cooperate in the defense of any disallowance claim arising in connection with this Agreement. The costs of such defense shall be borne by the party described in Section 8.1 and 8.2 above who is responsible for the error or omission resulting in the disallowance. In the event there exists disagreement about the responsibility for the disallowance, the parties may agree to divide the costs of the legal defense so the parties' defense is not impaired by the disagreement.
- 8.5 Enhanced match: If OKDHS receives an enhanced federal matching assistance percentage (FMAP) under the provisions of the American Recovery and Reinvestment Act of 2009, they shall ensure that the eligibility standards, methodologies and procedures of its SoonerCare compensable program(s) are not made more restrictive than those in effect on July 1, 2008. In the event that enhanced FMAP is disallowed, deferred, or recouped because of a violation of these requirements, OKDHS shall reimburse OHCA for the amount of the disallowance, deferral or recoupment. This Article shall apply to all audit exceptions, disallowances, deferrals, or other methods used by the Federal government to recoup federal matching funds.

ARTICLE IX. PAYMENTS / REIMBURSEMENT

- 9.0 The OHCA shall disburse the federal share of allowable administrative costs claimed by OKDHS on a monthly basis and pursuant to the OKDHS Cost Allocation Plan approved by the U.S. Department of Health and Human Services, Division of Cost Allocation. OKDHS will establish and maintain such records as necessary to document the costs associated with all administrative services provided under this Agreement.

- 9.1 (A) In consideration for the performance of SoonerCare-compensable health-care services, OHCA shall pay OKDHS and/or medical service providers 100% of the allowable costs pursuant to the provisions of those schedules. Payment for services shall be made when properly completed claim forms are submitted to the OHCA fiscal agent. All medical claims must meet the timely filing requirements of OHCA and federal requirements as described in 42 C.F.R. §447.45(d).
- (B) The parties agree that OHCA's payment of 100% of the allowable cost for services where OKDHS has been appropriated the state share match (delineated in Schedule B) constitutes OHCA advancing the state share match to OKDHS. OKDHS shall reimburse OHCA all advanced payments of state share made on behalf of OKDHS. OHCA shall bill OKDHS for the state share match of actual claim payments appearing on OHCA warrant register on a weekly basis.
- 9.2 OKDHS shall reimburse OHCA all payments advanced for non-SoonerCare reimbursable expenditures paid by OHCA on behalf of the OKDHS as described in Schedule D, whether the OKDHS funding source for such expenditures is state or federal dollars which OKDHS has authority to spend. OHCA shall bill OKDHS on a weekly basis 100% of actual claim payments appearing on the OHCA warrant register for non-SoonerCare expenditures.
- 9.3 OHCA and OKDHS shall have forty-five (45) days to pay a clean valid invoice or claim pursuant to the terms of this Agreement. If either party fails to pay within that time, each party shall have the right to interest upon the invoice amount consistent with 62 Okla. Stat. § 41.4.

ARTICLE X. TERMINATION

- 10.0 Either party may terminate for cause with a thirty (30) day written notice to the other party. Either party may terminate without cause with a sixty (60) day written notice to the other party contingent upon no statutory requirement dictating otherwise.
- 10.1 In the event funding of the SoonerCare Program 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.

AGREEMENT:

By: Howard H. Hendrick
 Howard H. Hendrick, Director
 Department of Human Services

5/4/2011
 Date

By: Michael Fogarty
 Michael Fogarty, Chief Executive Officer
 Oklahoma Health Care Authority

5-16-2011
 Date

OKDHS INTERAGENCY AGREEMENT

LIST OF SCHEDULES

- Schedule A: Administrative Support Services
- I. Office Support Services
 - II. Financial
 - III. Legal Counsel
 - IV. Office of Inspector General
 - V. Training and Professional Development
 - VI. Policy Development
 - VII. Information Systems Services
 - VIII. Administrative Functions Supporting OKDHS Administered Medical Programs
 - IX. Reimbursement
- Schedule B: SoonerCare Programs (Medical)
- I. Direct Services by OKDHS as SoonerCare Provider
 - II. SoonerCare Services for which OKDHS has State Share Responsibility
 - III. Reimbursement
- Schedule C: Cooperative Agreement Between the Oklahoma Health Care Authority and Child Support Services
- Schedule D: Non-SoonerCare Program & Claims Processing
- I. Scope of Work
 - II. Reimbursement
- Schedule E: Nursing Facility Quality of Care Fee
- Schedule F: Eligibility Determination Process for SoonerCare Programs
- I. Eligibility Process
 - II. Programs Serviced by the SoonerCare Eligibility Unit and the Citizenship Verification Unit
 - III. Reimbursement
- Schedule G: SoonerCare Programs Requiring Direct Billing

SCHEDULE A
ADMINISTRATIVE SUPPORT SERVICES

PURPOSE

The schedule describes those administrative support services provided by OKDHS related to the day-to-day operations of the SoonerCare Administrative Program. OHCA acknowledges that various divisions within OKDHS perform these functions. The following schedule identifies the responsibilities by the various OKDHS divisions. Unless otherwise stated the following services are described in the OKDHS Cost Allocation Plan or represent direct costs that are allowable SoonerCare administrative costs. OKDHS is responsible for the state share of SoonerCare administrative expenditures identified in the OKDHS Cost Allocation Plan or a direct cost.

Both OHCA and OKDHS recognize responsibilities imposed upon OHCA, as the Agency authorized to administer the SoonerCare program, and acknowledge the importance of ensuring that OHCA retain the authority to discharge its responsibilities. At the same time, both agencies recognize that, consistent with the general principles upon which this Agreement is based, OKDHS provides certain supports in order for OHCA to serve the SoonerCare eligible population of Oklahoma.

I. SCOPE OF WORK - OFFICE SUPPORT SERVICES

A. Mail Services

OHCA shall have mail ready and easily accessible for pick up and delivery for OKDHS not later than 11:00 a.m. Monday through Friday.

II. SCOPE OF WORK - FINANCIAL

A. Cash Management

1. State funds will be paid by OKDHS to OHCA weekly for repayment of claims paid by OHCA for the SoonerCare programs administered by OKDHS based on a billing of actual expenditures provided by OHCA.
2. All activities related to the Federal-State agreement implementing the Cash Management Improvement Act (CMIA) for the Title XIX program will be the responsibility of the OHCA.
3. OHCA shall perform administrative functions necessary to assure the timely disbursement of the federal share of OKDHS administrative cost.

B. Federal Accounting

OHCA will draw all Title XIX and Title XXI federal funds, including Federal Financial Participation for OKDHS program and administrative activities.

1. Federal Financial Participation for OKDHS program expenditures will be drawn against actual expenditures and deposited in a fund as designated by OKDHS.

2. Federal Financial Participation for OKDHS administrative expenditures will be drawn in accordance with the Cash Management Improvement Act (CMIA) in an amount determined by OKDHS. Such expenditures shall be deposited in a fund as designated by OKDHS. Administrative draws will be reconciled to actual expenditures on a quarterly basis.

C. Budget

OKDHS will provide OHCA with annual budget estimates and all subsequent revisions for all OKDHS non-Title XIX medical expenditures paid through the OHCA fiscal agent system and for all Title XIX programs for which OKDHS retained the state appropriated funding.

III. SCOPE OF WORK - LEGAL COUNSEL

- A. If necessary to protect confidential case information, the general counsels of both OKDHS and OHCA may develop separate agreements which address their separate and joint responsibilities for any future and pending legal matters not specifically discussed in this Schedule, taking into account the best interests of the State of Oklahoma, OKDHS, and OHCA.
- B. OKDHS will keep sufficient records to establish costs related to these SoonerCare support functions and charge the federal share of these costs to OHCA in a mutually agreeable manner and amount and invoice OHCA according to the approved Cost Allocation Plan.
- C. OKDHS will conduct administrative fair hearings for applicants and clients of SoonerCare program services, in accordance with rules and regulations identified in Oklahoma Administrative Code 317:2-1-2, who are dissatisfied with an action concerning the eligibility for SoonerCare services, and prepare a summary of each hearing and render a decision which is subject to the review by Director of Human Services or his designee except when the applicant or member has applied for certification or recertification using OHCA's Online Enrollment system. Such hearings will normally be confined to questions of whether OKDHS staff properly applied the policies and procedures of the SoonerCare program which, by statute or interagency agreement, OKDHS is charged with carrying out. Litigation related to client appeals pursuant to 56 Okla. Stat. 168 will continue to be the responsibility of the OKDHS Office of General Counsel.
- D. OHCA agrees to conduct administrative hearings concerning all aspects of SoonerCare coverage of services and hearings related to member certification or recertification received through OHCA's Online Enrollment system, except for: 1) eligibility which is provided for by OKDHS in paragraph C above, and 2) waiver coverage under the Developmental Disabilities Services Division (DDSD) as it relates to reductions, suspensions or terminations of service plans. In case a particular case has issues of eligibility and other aspects of SoonerCare coverage, OKDHS agrees to contact OHCA for resolution of these issues. In the best interest of the client, OHCA and OKDHS legal divisions may agree to bifurcate the matter or provide that one agency hear both issues.

- E. OKDHS agrees to allow OHCA to be a permanent member of its Appeals Committee and inform OHCA of hearings which go to the Appeals Committee.
- F. HOMEWARD BOUND SECOND AMENDED PERMANENT INJUNCTION COMPLIANCE. OHCA and OKDHS will cooperate to assure that the State of Oklahoma maintains compliance with the provisions of the Homeward Bound Second Amended Permanent Injunction. Neither party will take any action determined by the Oklahoma Attorney General to cause the United States District Court for the Northern District of Oklahoma to find the State in non-compliance with the Homeward Bound Second Amended Permanent Injunction.
- G. Starting July 1, 2010, all administrative appeals in the ADvantage program, including financial and medical eligibility and scope of services, will be processed and heard by the OHCA. The agencies will coordinate necessary changes in administrative regulations by deleting appeal references in the OKDHS rules and adding appeal references to the OHCA rules. DHS will send all ADvantage appeals to the address of the Legal Division of OHCA after July 1, 2010, until all regulations are properly promulgated. DHS may attend or have representation at any hearing in the program, but the parties agree that legal representation at the hearing will be conducted in a fashion consistent with its legal representation in all other hearings for SoonerCare.

IV. SCOPE OF WORK - OFFICE OF INSPECTOR GENERAL

- A. OKDHS will provide Quality Control (QC) reviews of a randomly selected number of SoonerCare cases determining if members are eligible and if any spend down computation, claims processing, and third party liability considerations are accurate. The correctness of terminated or denied actions on SoonerCare cases will be reviewed. All QC review findings will be combined and provided to OHCA and CMS to establish the state error rate for the SoonerCare program.
- B. Payment Error Rate Measurement (PERM) Eligibility reviews
 1. The Administrative Review Unit of the Department of Human Services will perform annually all applicable PERM member eligibility reviews. All components of the reviews will be conducted under the provisions of the federally mandated PERM program. Five hundred four (504) positive (eligible) cases and two hundred (200) negative (ineligible) cases will be reviewed in each of the Medicaid (Title XIX) program and the SCHIP (Title XXI) program, 1408 cases in total.
 2. The PERM sampling plan will be prepared by OHCA. The sample will be drawn by OHCA and submitted to OKDHS. Member eligibility information necessary to fulfill sampling component will be submitted to OHCA by OKDHS.
 3. OKDHS will report eligibility review results to OHCA. OHCA will calculate applicable error rates.
 4. OKDHS costs will be charged via the OHCA / OKDHS cost allocation plan. OKDHS will be responsible for the state share of their costs.

V. SCOPE OF WORK - TRAINING & PROFESSIONAL DEVELOPMENT

OKDHS will provide OHCA access to training from the Employee Relations Development Unit and / or the SATTRN program as requested.

VI. SCOPE OF WORK - POLICY DEVELOPMENT

- A. OHCA and OKDHS shall coordinate all mutual policy issues related to the operation of the SoonerCare program including changes in policy or procedures by either agency.
- B. OHCA shall prepare administrative rules, policies, and decisions for all SoonerCare programs and services pursuant to 42 C.F.R. Sec. 431.10 (e). Rules and/or policies governing SoonerCare services go through several approving boards and committees before being submitted to the Governor for final approval, including the Medical Advisory Committee (MAC), the Rates and Standards Committee, and the OHCA Board. It is understood by both parties that the potential timeframe for processing administrative rules and policies could be 120 days or more.
- C. Both OKDHS and OHCA agree to establish policies and practices which assure the orderly and coordinated development, promulgation and implementation of necessary rules in compliance with the Oklahoma Administrative Procedures Act.
- D. OKDHS will coordinate with OHCA, prior to adoption, the formulation and promulgation of policies which could affect expenditure of SoonerCare funds.
- E. OHCA will give OKDHS staff necessary access to paid claims files history and any other files for purposes related to this schedule. OKDHS will be given data files of paid claims extracts and agrees to maintain the data at OKDHS. OKDHS will generate data reports of paid claims for all divisions of OKDHS.

VII. SCOPE OF WORK - INFORMATION SYSTEMS SERVICES

- A. OKDHS Responsibilities
OKDHS shall provide and/or adhere to the general support services requirements stated below.
 - 1. Comply with the policies and procedures of OHCA in carrying out the functions necessary to support the SoonerCare program.
 - 2. Identify a security representative from its staff to the OHCA. The security representative will:
 - (a) Inform OHCA of name changes, transfers, and termination of staff with user ids within seven (7) working days of the change.
 - (b) Conduct periodic reviews of user id reports.
 - (c) Establish new user ids as needed.
 - (d) Monitor modem and terminal access and security.
 - 3. Cooperate and participate in all state and federal audits and reviews of data processing operations and maintain and supply all records and information required in such audits and reviews.
 - 4. Meet as required quarterly with OHCA staff to provide recommendations and technical assistance to OHCA in the establishment of OKDHS

priorities related to the programming and operations of the SoonerCare program.

5. Notify OHCA by telephone of any crisis or extreme conflict of priorities prior to making any material change in computer processing priorities related to the operations of the SoonerCare program. OKDHS agrees to the compilation of a single priority list with the needs of all OKDHS divisions identified in rank order.
6. Cooperate with OHCA on migration to the fiscal agent system and further agree to assist in making any software changes needed to maintain compatibility including HIPAA compliance.
7. Maintain on-line access between OHCA network and OKDHS network.
8. OKDHS shall provide OHCA a status on any Medicaid Management Information System (MMIS) project initiated by OHCA as agreed upon.
9. OKDHS and OHCA agree to a "trusted domain" between LANS.
10. OKDHS will facilitate access and transmission of new hire data from the Oklahoma Employment Security Commission (OESC) to OHCA to assist in eligibility review. OKDHS-OCSS will transmit to OHCA State Directory of New Hire Reporting data in accordance with 42 USC Section 653a, 42 USC Section 1320b-7 and 40 O.S. 2-802. The State New Hire data is to be used by OHCA only for the purposes specified under these state and federal laws in accordance with 45 CFR 302.35. OHCA and OCSS may collaborate on outreach efforts to employers.

B. OHCA Responsibilities

1. OHCA shall comply with the policies and procedures of OKDHS in using OKDHS supported systems.
2. OHCA shall identify a security representative from its staff to OKDHS. The OHCA security representative will:
 - (a) Inform OKDHS of name changes, transfers, and termination of staff with user ids within seven (7) working days of the change,
 - (b) Conduct periodic reviews of user id reports,
 - (c) Establish new user ids as needed,
 - (d) Monitor modem and terminal access and security.
3. OHCA shall work with OKDHS staff to establish priorities for Data Services Divison (DSD) work performed for the SoonerCare program with all work performed by DSD picked up by OHCA between the hours of 8:00 am and 4:00 p.m., Monday through Friday.
4. OHCA shall meet as required with OKDHS staff to review priorities and planning of its data processing needs.
5. OHCA shall cooperate in the resolution of any crises or conflicts of priorities related to the data processing needs of the SoonerCare program.
6. OHCA shall continue to permit access to SoonerCare-related databases systems (such as those maintained in OKDHS Focus database systems, MISUHIST, adjudicated claims history data, and IMS systems) provided

such access is for the purpose of carrying out the terms and spirit of the cooperative agreement between OKDHS and OHCA. OKDHS acknowledges that all such items are OKDHS responsibility to maintain and update.

7. OHCA shall cooperate and participate in all state and federal audits and reviews of data processing operations and maintain and supply all records and information required in such audits and reviews.
8. OHCA shall provide OKDHS a status on any MMIS project initiated by OKDHS as agreed upon.
9. OHCA will maintain an Extranet for OKDHS authorized LAN users. This Extranet will provide read-only access eliminating the need for OKDHS logons to the OHCA fiscal agent system for the majority of OKDHS users.
10. OHCA will deliver twice annually its disaster recovery plan to OKDHS.

VIII. ADMINISTRATIVE FUNCTIONS SUPPORTING OKDHS-ADMINISTERED MEDICAL PROGRAMS

A. SERVICES TO PERSONS WHO HAVE DEVELOPMENTAL DISABILITIES

1. OKDHS has the responsibility for the operation and allowable SoonerCare administrative activities of approved 1915 (c) home and community-based waivers serving persons with mental retardation, the elderly, and disabled. OHCA will submit all necessary application and amendment materials to the CMS in order to secure and/or maintain approval of all proposed and existing waivers issued under SoonerCare as deemed appropriate by the OHCA (refer to Subsection 4.1.5 of this Agreement). OKDHS will furnish information, make recommendations, and participate in responding to any pending waiver request or amendment.
2. OHCA, in cooperation with OKDHS, will report waiver expenditures, service utilization information, quality assurance, safety and security information, and all other pertinent information to CMS, in compliance with applicable Federal regulations.
3. OHCA Level of Care Evaluation Unit will conduct an in-depth audit of a random representative sample of the home and community-based waivers plans of care and related documentation to assure services are individualized, appropriate and cost effective. Identified discrepancies are directed to OKDHS/DDSD for correction or explanation.
4. PREAMMISSION SCREENING AND RESIDENT REVIEW (PASRR)
 - (a) OKDHS, serving as the designated State Mental Retardation Authority and OHCA, serving as the designated State Medicaid Agency, both have individual and mutual responsibility for providing Pre-admission Screening and Resident Reviews (PASRR) for persons with mental retardation or a related condition seeking admission to or residing in nursing facilities within the State of Oklahoma.
 - (b) OKDHS agrees to perform PASRR in a timely manner and in accordance with 42 C.F.R. §483.112(c) and §483.144(c), including any

subsequent amendments. PASRR reports are to be delivered to OHCA Level of Care Evaluation Unit (LOCEU) for processing of the notification by seven working days from referral date. Resident reviews are to be completed and evaluations delivered to OHCA LOCEU within one month of any notification of significant change in mental or physical condition of the resident.

- (c) OKDHS agrees to employ adequate qualified personnel to perform the functions set forth in this schedule.
- (d) OKDHS shall review and determine whether or not residents and applicants require:
 - i. the level of care provided by a nursing facility (hereafter "Level of Care") because of their physical and mental condition; and/or
 - ii. specialized services for mental retardation or a related condition (hereafter "Specialized Services").
- (e) In the case of a resident who is determined not to require Level of Care but to require Specialized Services and who has continuously resided in a nursing facility for at least thirty (30) months before the date of the determination, OKDHS shall provide for, or arrange for the provision of, such specialized services for the mental retardation or related condition; OHCA shall: 1) inform the resident of the institutional and non-institutional alternatives covered under the State Plan for the resident; 2) offer the resident the choice of remaining in the facility or of receiving covered services in an alternative appropriate institutional or non-institutional setting; and 3) clarify the effect on eligibility for services under the State Plan, if the resident chooses to leave the facility (including its effect on re-admission to the facility).
- (f) In the case a resident is determined not to require Level of Care, but does require Specialized Services and has NOT continuously resided in a nursing facility for thirty (30) months before the date of the determination, OKDHS shall: 1) arrange for the safe and orderly discharge of the resident from the facility; 2) prepare and orient the resident for such discharge; and 3) arrange for the provision of such specialized services for the mental retardation or related condition.
- (g) In the case of a resident who is determined not to require Level of Care and does not require Specialized Services, OKDHS shall: 1) arrange for the safe and orderly discharge of the resident from the facility; and 2) prepare and orient the resident for such discharge.
- (h) OKDHS shall perform an informal reconsideration of determination when requested.
- (i) OKDHS shall represent the OHCA in appeal cases involving PASRR-MR determinations.
- (j) OHCA shall establish advance group determination categories with assistance from OKDHS.
- (k) OKDHS shall provide ongoing technical assistance and training to nursing facilities, gate-keeping nurses, and OHCA Level of Care

- Evaluation Unit concerning development, implementation, and provision of specialized services.
- (l) OKDHS shall monitor specialized services being provided to clients residing in nursing facilities.
 - (m) OKDHS agrees to maintain the Alternative Disposition Plan (ADP) for residents of a nursing facility who are mentally retarded and who are determined not to require the level of services of a nursing facility, but who require specialized services for mental retardation. OKDHS shall report all final dispositions on ADP residents to OHCA upon request.
 - (n) OHCA agrees to maintain a pre-admission screening program for making determinations for individuals who are mentally retarded or have a related condition who are admitted to nursing facilities on or after January 1, 1989.
 - (o) OHCA agrees to assist OKDHS with placement decisions identified under paragraphs f and g above.
 - (p) OKDHS agrees to assist in the preparation of the annual PASRR report to CMS (due by February 15th of each year).
 - (q) OHCA agrees to administer advance group determinations for provisional admission in cases of delirium, provisional admission in cases of emergency, and respite care through authority granted from OKDHS.
 - (r) OHCA agrees to perform or contract for the performance of the PASRR final determination notification process.
 - (s) OHCA agrees to maintain the State PASRR computerized tracking system for individuals with mental retardation or related conditions to ensure that appeals and future reviews are performed in accordance with Federal regulations.
 - (t) OHCA agrees to prepare and submit PASRR annual reports and other reports as required by CMS with assistance from OKDHS.
 - (u) OHCA shall reimburse OKDHS the federal share of costs incurred in performing the administrative activities related to PASRR.
 - (u) Nursing Facility Medical Eligibility: OKDHS is responsible for conducting the medical eligibility for nursing facility services in accordance with OAC 317:35-19-2 and OAC 317:35-19-7.1. OHCA and OKDHS agree to cooperate in the development of any revisions in these procedures or assessment tools that may be necessary to meet all state and federal requirements for PASRR.

B. SERVICES TO INDIVIDUALS WHO ARE ELDERLY AND DISABLED

1. OKDHS has responsibility for community based services to the elderly and disabled including allowable Medicaid administrative activities of home and community based waivers and personal care services. OHCA will submit all necessary application and amendment materials to the CMS in order to secure and/or maintain approval of all proposed and existing waivers issued

under Medicaid. OKDHS will furnish information, make recommendations and participate in responding to any pending waiver request or amendment.

2. OHCA, in cooperation with OKDHS, will report waiver expenditures, service utilization information, quality assurance, safety and security information, and all other pertinent information to CMS, in compliance with applicable Federal regulations.
3. OKDHS is responsible for conducting the medical eligibility for ADvantage waiver services in accordance with the approved Medicaid 1915(C) Waiver, and applicable policies. OKDHS is responsible for conducting the financial eligibility for ADvantage waiver services in accordance with applicable policies and for conducting program eligibility for ADvantage waiver services. As necessary, OHCA and OKDHS will jointly develop of any revisions in the polices, procedures or assessment tools that may be necessary to meet all state and federal requirements.
4. Oklahoma Living Choice Project: The goal of this program is to improve transition services for nursing facility residents and to increase the number of transitions through the Living Choice program by providing coordination, information, and referral through the Aging and Disability Resource Consortium (ADRC). The parties agree to abide by the terms of the grant and further acknowledge that funding is contingent upon the grant award.

C. CLINICAL PHARMACOLOGY CONSULTATION SERVICES

OHCA acknowledges that OKDHS desires to provide drug utilization reviews and drug use evaluations to minors residing in foster care and group home settings through contracting with the College of Pharmacy of the University of Oklahoma Health Sciences Center (COP) for clinical pharmacology services. OHCA hereby authorizes clinical pharmacology consultation services to be SoonerCare compensable as defined in said agreement between the OKDHS and the COP. This authorization is subject to the provisions of Article VIII, (Federal Disallowance) of this Agreement.

D. DDSO ORGANIZED HEALTH CARE DELIVERY SYSTEM

OKDHS Developmental Disabilities Services Division (DDSD) is acting as an Organized Health Care Delivery system for members participating in the Self-Directed Programs for the In-Home-Support Waivers and agrees to provide a Fiscal Management Agent for the members participating in the program. DDSD will be required to complete a separate provider agreement with OHCA for these functions and provide the following information to OHCA on a monthly basis as follows:

1. customer service inquiries and complaints
2. number of executed agreements
3. number of background checks performed
4. number of informational packets distributed to members

E. ADVANTAGE PROGRAM MANAGEMENT

1. OKDHS shall develop and implement policies and procedures to operate the ADvantage waiver in compliance with the approved Medicaid 1915(C) Waiver, and applicable policies. OKDHS will submit policies and procedures to OHCA for review and approval prior to implementation.
2. OKDHS may contract with public or private entities to assist in carrying out waiver management functions. For any management functions executed in whole or in part by a contracted entity OKDHS shall report to OHCA quarterly the activities performed by the contracted entity and the degree to which performance met requirements under the contract.
3. OHCA and OKDHS are jointly responsible for designing and implementing a system for assuring the health and welfare of waiver participants in compliance with the approved Medicaid 1915(C) Waiver and applicable policies. OKDHS will produce policies and procedures for assuring the health and welfare of waiver participants.
4. In accordance with the Medicaid 1915(c) Waiver, Medicaid State Plan and applicable policy, OKDHS ensures that qualified professionals authorize each service plan for the provision of all waiver services. OKDHS is responsible to staff and monitor qualified professionals that authorize each service plan. As required by federal regulation, all plans of care are subject to approval and must be submitted for periodic re-approval annually. OKDHS is responsible for ensuring at least annual updating of individual service plans.
5. OKDHS shall provide orientation and training to prospective waiver providers regarding provider standards, conditions of provider participation and the certification procedures/requirements and provide OHCA with documentation indicating the date(s) of the training and a list of attendees within five (5) working days from the date of the training.
6. OHCA and OKDHS are jointly responsible for designing and implementing a system for assuring that all waiver services are provided by qualified providers.
7. In accordance with the Medicaid 1915(C) Waiver and other provisions of this Agreement including Schedule F, except for Pharmacy providers, OKDHS has authority to certify as qualified to render services any provider that meets ADvantage service provider qualifications and requests to render the specified waiver services. Information will be provided to OHCA regarding the provider meeting the requirements to be certified as a qualified provider of Advantage services as part of the provider contracting process.
8. OHCA and OKDHS are jointly responsible for designing and implementing a system for assuring financial accountability in payment for ADvantage services. ADvantage providers must use the Medicaid Management Information System (MMIS) for billing and payment. OHCA and its fiscal agent are responsible for maintaining the MMIS. OHCA may review claims activity through the Utilization Review. OKDHS is responsible for reviewing provider billing and claims activity and requesting financial audits of providers.

9. OKDHS and OHCA are jointly responsible for collection of data and issuance of all reports as required by home and community-based services waivers (HCBS) Medicaid State Plan.
10. The parties agree that all ADvantage Providers will enroll electronically on OHCA's website. The intent of this section is to make clear that ADvantage Providers will enroll in the SoonerCare Program as providers on the same schedule as any other provider in the SoonerCare Program subject to OHCA's regulations regarding enrollment.
11. The parties agree that, because OKDHS has been delegated the function of certifying ADvantage providers and collecting all provider documentation, OHCA will conduct periodic audits of DHS to insure that proper documentation exists for the certification of ADvantage Providers and to document that each provider paid by OHCA is properly a provider.
12. Audits noted in paragraph 11 may begin in July 2010.

IX. REIMBURSEMENT

OHCA shall reimburse OKDHS the federal share of costs incurred in performing the administrative services described in this Schedule as determined by the OKDHS Cost Allocation Plan, and in accordance with the reimbursement provisions described in Article IX, Section 9.0 of this Agreement.

**SCHEDULE B
SOONERCARE PROGRAMS**

PURPOSE

The purpose of this schedule is to identify the medical programs administered by OKDHS that are reimbursable under the SoonerCare Program as stated in the Oklahoma SoonerCare State Plan including any waivers approved by the Centers for Medicare and Medicaid Services (CMS) or the Secretary for Health and Human Services.

Both OHCA and OKDHS recognize the responsibilities imposed upon OHCA as the agency authorized to administer the Medicaid program and acknowledge the importance of ensuring the OHCA retains the final authority necessary to discharge its responsibilities. At the same time, both Agencies recognize that consistent with the general principles upon which this Agreement is based, OKDHS shares responsibility for certain services and functions.

OHCA recognizes that OKDHS has the state share responsibility for certain Medicaid services either through program administration or as the direct service provider.

I. SCOPE OF WORK - DIRECT SERVICES BY OKDHS AS A SOONERCARE PROVIDER

OKDHS is a SoonerCare provider and will pay the state share in the manner outlined in this agreement for the following services:

A. PUBLIC INTERMEDIATE CARE FACILITIES FOR THE MENTALLY RETARDED (ICF/MR) (42 CFR 483.400)

OKDHS shall administer medical services to persons served in a public Intermediate Care Facility for the Mentally Retarded in accordance with OAC 317:35.

B. RESIDENTIAL BEHAVIORAL MANAGEMENT HEALTH FOR CHILDREN IN A GROUP SETTING

1. As an Organized Health Care Delivery System, OKDHS agrees to provide behavioral health management services to OKDHS custody children in a group home setting as described in OAC, 317:30-5-95.22.
2. In compliance with OAC 317:30-5-1043(b)(1)(A), OKDHS may require the legally authorized agent of its subcontractor(s) providing residential behavior management services in group settings and non-secure diagnostic and evaluation centers to sign a written assurance and provide concurrent documentation that additional specialized services are not duplicative.
3. OKDHS will conduct adequate quality monitoring activities to insure the Residential Behavioral Management Health group home services are being performed in accordance with OAC 317:30-5 Part 105. OHCA will assist

through consultation in the development of the Quality Assurance monitoring activities and processes.

4. A report describing the Quality Assurance processes and activities and the results and/or conclusions will be submitted to the OHCA Behavioral Health Services Director by July 31st of each year.

C. TARGETED CASE MANAGEMENT for the MENTALLY RETARDED
OKDHS shall provide targeted case management services under the State Plan Option to persons with mental retardation (MR) and to certain persons with related conditions in accordance with OAC 317:30-5-1010.1.

D. TARGETED CASE MANAGEMENT FOR CHILD WELFARE

1. OKDHS shall provide case management services for persons under age 18 in emergency, temporary, or permanent custody or supervision of the OKDHS in accordance with OAC 317:30-5, Part 97.
2. OKDHS agrees that this interagency agreement will serve as the SoonerCare provider agreement in the absence of any other document, as required in 42 C.F.R., §431.107.
3. OKDHS will conduct adequate quality monitoring activities to insure the Targeted Case Management services are being performed in accordance with OAC317:30-5 Part 99. OHCA will assist through consultation in the development of the Quality Assurance monitoring activities and processes.
4. A report describing the Quality Assurance processes and activities and the results and/or conclusions will be submitted to the OHCA Behavioral Health Services Director by July 31st of each year.

E. MEDICAL HOME PCP ASSIGNMENT FOR CHILD WELFARE

1. OKDHS authorizes OHCA to select or change primary care providers (PCP) for eligible SoonerCare members in Child Welfare when a caller identifies him/herself as an OKDHS employee, the member's foster parent; or an employee of a DHS contracted residential care facility and presents the member's SoonerCare identification number;
2. OHCA shall notify OKDHS in the event a call is received to change the PCP for a child in custody if the MMIS does not reflect assignment of custody.

II. SCOPE OF WORK - SOONERCARE SERVICES FOR WHICH OKDHS HAS STATE SHARE RESPONSIBILITY

OKDHS will pay the state share for approved SoonerCare programs in the manner outlined in this agreement. The programs include:

A. Section 1915(C) CMS HOME & COMMUNITY BASED WAIVERS
(42 CFR 440.180)

1. Community (formerly known as HCBW or ICF/MR) Waiver

Under 10 Okla. Stat. §§ 1406-1417 and in accordance with federal regulations at 42 CFR §483.106, OKDHS is the state agency responsible for administering a statewide system of community and institutional programs for persons with developmental disabilities and mental retardation.

2. IN-HOME SUPPORTS WAIVERS

OKDHS currently operates two in home supports waivers serving persons with mental retardation, In-Home Supports Waiver for Adults and In-Home Supports Waiver for Children. OKDHS and OHCA agree to coordinate and cooperate in the formulation and promulgation of policy.

3. ADVANTAGE WAIVER

OKDHS shall administer the provisions of waiver services to the elderly and disabled individuals in accordance with OAC 317:30, 35 & 40. In administering the ADvantage Waiver, the functions and activities performed by skilled professional medical personnel (SPMP) shall be directly related to the administration of the SoonerCare Program in order to meet all applicable criteria for receipt of seventy-five percent (75%) federal financial matching funds.

4. CD-PASS (CONSUMER DIRECTED PERSONAL ASSISTANCE SERVICES AND SUPPORT

OKDHS shall serve as the IRS Fiscal Agent for the ADvantage CD-PASS program and provide or contract with a subagent to provide fiscal management services (FMS) to support the CD-PASS participants and employees. OKDHS or its agent shall:

- a. Provide contracts, termination notices, and all necessary information required by OHCA to conduct provider enrollment and terminations for CD-PASS.
- b. Certify the CD-PASS provider meets minimum requirements in accordance with the Medicaid 1915(C) Waiver and applicable rules.
- c. Notify OHCA as soon as possible that the CD-PASS provider no longer meets the minimum certification requirements.
- d. Provide OHCA a monthly report detailing enrollment and claims activity. When electronic provider enrollment (EPE) becomes available and OHCA can retrieve data through the MMIS this report will become obsolete.
- f. Enroll and terminate member's employees as appropriate using the EPE system when available.
- g. Provide OHCA reports detailing Fiscal Agent service performance statistics, CD- PASS enrollment, and summary of member service utilization and utilization comparison to authorized and enrolled member budget activity.

5. INTERACTIVE VOICE RESPONSE AUTHENTICATION (IVRA) –

OKDHS may manage an IVRA contract to provide a telephony and web-based system to track and record time and attendance for the delivery of

ADvantage Home Care and Case Management services and Personal Care State Plan option services. The IVRA system shall facilitate submission of claims for services tracked by the system.

6. PERSONAL CARE/Non-Technical Medical Care (NTMC)

OKDHS agrees to administer personal care services to elderly and disabled individuals in accordance with OAC 317:35.

7. RESIDENTIAL BEHAVIORAL MANAGEMENT HEALTH IN FOSTER CARE SETTINGS

OKDHS agrees to provide behavioral health management services to OKDHS custody and non-custody children in residential foster care programs as described in OAC 317:30-5, Part 83.

8. HOMEWARD BOUND WAIVER

OKDHS currently operates a home and community-based waiver comprised solely of those persons who previously resided in the Hisson Memorial Center. OKDHS and OHCA agree to coordinate and cooperate in the formulation and promulgation of policy. OHCA agrees to make any submission to CMS necessary to maintain the waiver.

III. REIMBURSEMENT

- A. OHCA shall reimburse OKDHS the federal share of costs incurred in performing the services described in this Schedule in accordance with the reimbursement provisions described in Article IX, Section 9.1 of this Agreement.

SCHEDULE C
COOPERATIVE AGREEMENT
BETWEEN OKLAHOMA HEALTH CARE AUTHORITY AND OKLAHOMA CHILD
SUPPORT SERVICES (OCSS)

PURPOSE

Under Oklahoma Statute, Title 56, Section 237 (d), the Oklahoma Department of Human Services Oklahoma Child Support Services (OKDHS-OCSS) is the single state IV-D agency responsible for administering a statewide plan of services under Title IV-D of the Social Security Act. Under Oklahoma Statute, Title 63, Section 5003, the Oklahoma Health Care Authority (OHCA) administers the Title XIX (Medicaid) program for adults and children in Oklahoma. The OHCA provides payment for medical services to adults and children, within the scope of the program, on behalf of individuals who meet the eligibility requirements for Title XIX (Medicaid).

I. OCSS RESPONSIBILITIES

A. SECURING MEDICAL INFORMATION

1. In all cases where rights to medical support and payment for medical care from any third party have been assigned pursuant to 42 CFR § 433.146, OKDHS-OCSS will provide the following information to OHCA through the electronic case interface if it is included in the OKDHS-OCSS case record pursuant to 45 CFR §303.30:
 - (a) Title IV-A case number, RID, and Title IV-E foster care case number;
 - (b) Name of parent or other policy holder responsible for medical support;
 - (c) Social security number of parent or other policy holder responsible for medical support;
 - (d) Name and social security number of child(ren);
 - (e) Address of non-custodial parent or other policy holder;
 - (f) Contact information including name, phone number, FEIN, and address of parent's or other custodian's place or employment;
 - (g) Whether the parent or other policy holder responsible for medical support has a health insurance policy and, if so, the policy name(s), policy number(s) and name(s) of person(s) covered.
 - (h) Whether the non-custodial parent has been ordered to pay cash medical or fixed medical support, the amount ordered and the amount of cash medical or fixed medical collections. OCSS will provide information concerning the payee for fixed medical collections.
2. OKDHS-OCSS shall provide the information obtained under paragraph (1) of this section to OHCA in a timely manner using automated systems.
3. OKDHS-OCSS shall inform individuals applying for services pursuant to 45 CFR §302.33 that medical support enforcement services are available and that, pursuant to 45 CFR §303.30, OKDHS-OCSS shall secure and forward the information specified in paragraph (1) of this section to OHCA if the individual is a SoonerCare applicant or member.

B. SECURING AND ENFORCING MEDICAL SUPPORT OBLIGATIONS

1. On cases referred to OKDHS-OCSS by OHCA, OCSS will notify OHCA when an applicant for services fails to cooperate with OKDHS-OCSS and cooperation is essential to the next step by OKDHS-OCSS. OKDHS-OCSS will notify OHCA when the applicant resumes cooperation with OKDHS-OCSS
2. In order to insure all information is current, OKDHS-OCSS will regularly communicate with OHCA to determine if there have been lapses in health coverage for SoonerCare applicants and members.

C. OHCA RESPONSIBILITIES:

1. Assist OKDHS-OCSS with the development and regular use of the most efficient and cost-effective electronic exchange information between OHCA and OKDHS-OCSS.
2. Communicate regularly with OKDHS-OCSS about OHCA procedure, policy, or law which may affect the working relationship between OHCA and OKDHS-OCSS or which may benefit OKDHS-OCSS's collection of child support or medical support.
3. Provide OKDHS-OCSS verified information as to whether the parent responsible for medical support or any other policy holder has a health insurance policy in effect and/or available for a minor child receiving services from both OHCA and OKDHS-OCSS. The following information is to be provided if it exists in the electronic case record:
 - (a) Title IV-A case number, title IV-E foster care case number, Medicaid number or the individual's social security number;
 - (b) Name of parent or other policy holder;
 - (c) Social security number of parent or other policy holder;
 - (d) Name and social security number of child(ren);
 - (e) Address of parent or other policy holder;
 - (f) Contact information including name, phone number, FEIN, e-mail address, Plan Administrator information and address of parent's or other policy holder's place of employment.
 - (g) Policy information including name(s) and date(s) of birth of person(s) covered and coverage information.
4. OHCA must safeguard information obtained from the exchange with OKDHS-OCSS, pursuant to 42 CFR §433.138 (h).
5. OKDHS-OCSS and OHCA are committed to conducting a series of meetings to comprehensively address TPL and Child Support issues regarding the provisions of 42 CFR §433.138 (i), 42 CFR §433.152; and 42 CFR §433.153(a) and (b).
6. When the child(ren) receiving member services are deprived of parental support from one or both parents due to absence from the home, OHCA will forward to OKDHS-OCSS the information necessary for the initiation of a child support case. OHCA is not required to make a referral if the member is

not required by Title 42 CFR Section 433.147 to cooperate in establishing paternity and child support and does not request services from OKDHS-OCSS.

7. OHCA offers child support services to members with existing cases but no referral to OKDHS-OCSS if a parent leaves the home. OKDHS-OCSS may facilitate the Online Enrollment process as a partner agency.
8. Information from OHCA will include the type of member services being provided and all household members associated with the services in the format requested by OKDHS-OCSS so an OCSS case can be initiated and maintained.
9. Take action consistent with federal regulations when OKDHS-OCSS has notified OHCA an applicant has failed to cooperate and the applicant's cooperation is essential to the next step by OKDHS-OCSS. OHCA will also take action consistent with federal regulations when OKDHS-OCSS has reported the applicant has resumed cooperation.
10. Identify a point of contact for OKDHS-OCSS to act as a liaison between OHCA and OKDHS-OCSS.

D. PAYMENTS AND FEES:

1. On a monthly basis, OKDHS-OCSS will disburse and OHCA will accept any assigned cash medical support collections due to OHCA.
2. OKDHS-OCSS may adjust the monthly disbursement if there has been an overpayment or underpayment of the assigned cash medical support collections due to OHCA. The adjustment due to an underpayment will be made only when those funds have been recouped from the responsible party. OKDHS-OCSS may enforce the recoupment of the assigned cash medical support collections due to OHCA from the responsible party unless recovery has been waived by OHCA.

SCHEDULE D
NON-SOONERCARE PROGRAMS & CLAIMS PROCESSING

PURPOSE

The schedule describes those functions performed both by OKDHS and OHCA related to processing non-SoonerCare claims, and performing other functions not compensable under the SoonerCare program.

I. SCOPE OF WORK

- A. OHCA shall process medical service claims for non-SoonerCare OKDHS clients. OKDHS shall submit medical claims, using the appropriate claim form, through OHCA's fiscal agent for all claims having dates of service during the period of this Agreement. The parties agree that OHCA has funds appropriated to pay the fiscal agent for processing of non-SoonerCare claims. If the volume of OKDHS non-SoonerCare claims exceeds the current funding level, the parties agree to establish an excess processing cost amount to be billed to OKDHS by OHCA.
- B. OHCA shall provide reports of non-administrative SoonerCare expenditures paid on behalf of OKDHS to OKDHS on a monthly basis, or upon reasonable request.
- C. OHCA shall perform administrative functions necessary to assure the timely disbursement of the federal share of OKDHS claims.
- D. OHCA shall conduct administrative functions related to program planning, execution, and monitoring.
- E. OKDHS shall maintain a current member eligibility database to support the non-SoonerCare programs maintained by OKDHS.
- F. OKDHS shall work in concert with OHCA in the development and promulgation of rules and regulations in its non-SoonerCare medical services programs that might impact on the operation of OHCA.
- G. OKDHS shall make plans for the future conduct of the non-SoonerCare medical services programs operated by OKDHS as necessary, and advise OHCA of the nature and content of such plans at least sixty (60) days prior to the implementation of these plans.

II. REIMBURSEMENT

OKDHS will reimburse OHCA all non-SoonerCare claim payments made on OKDHS' behalf in accordance with Article IX, Section 9.2 of this Agreement. OKDHS will reimburse OHCA for its portion of claims above the base MMIS claims level in the OHCA fiscal agent contract. OHCA will prorate the excess claims and bill OKDHS their respective share.

SCHEDULE E

NURSING FACILITY QUALITY OF CARE FEE

PURPOSE

The purpose of this schedule is to provide reimbursement to the Department of Human Services for up to ten (10) ombudsmen employed by the Department as authorized by 56 Okla. Stat. § G.3.

I. SCOPE OF WORK

Pursuant to the Nursing Facility Quality of Care Fee enacted in 2000, OKDHS may hire additional ombudsmen to increase services to the elderly population.

II. PAYMENT

- A. OHCA shall reimburse OKDHS monthly for the state share of full-time equivalent (FTE) actual costs for additional ombudsmen hired since June 30, 2000, up to a maximum of ten (10) FTE.
- B. OKDHS shall provide OHCA with an estimated annual not-to-exceed amount for the purpose of establishing an encumbrance for the fiscal period.
- C. OKDHS shall have the latter of (a) ninety (90) days from the final date of service(s) rendered under the schedule; or (b) ninety (90) days from the expiration of this Agreement; to submit invoice(s) to OHCA for payment. OHCA will not be held responsible for payment of invoices submitted in excess of these time limitations.

SCHEDULE F
ELIGIBILITY DETERMINATION PROCESS FOR SOONERCARE PROGRAMS

I. ELIGIBILITY PROCESS SCOPE OF WORK

- A. While OHCA is the single state agency designated to administer the SoonerCare program established pursuant to Title XIX of the Social Security Act, 63 Okla. Stat. § 5009(B)(1) authorizes OHCA to contract with OKDHS to operate a state-wide system for determining client eligibility under this program except when the applicant or member has applied for certification or recertification using OHCA's Online Enrollment system.
- B. The parties recognize that correct determinations and re-determinations of eligibility are extremely important. Correct determinations and re-determinations of eligibility assure accurate Medicaid rosters in order for capitation payments to be paid only for members who are SoonerCare eligible.
1. Unique identification Numbers, Suspected Duplicate Cases, and Transaction Data Field Errors
- (a) OKDHS agrees to usage of the unique member identification number (RID) as the SoonerCare identification number for members. OKDHS agrees to resolve all duplicate and all missing RIDs within five (5) work days of notification by OHCA. OKDHS will create a log and report to send to OHCA on a weekly basis.
- (b) OKDHS will send eligibility transactions to the MMIS electronically. The recipient subsystem will accept transactions only if no errors are present. Data sent to OHCA from the OKDHS eligibility system will be rejected for data quality purposes, such as: invalid unique identification numbers, suspected duplicate members, and transaction field errors. Transactions that contain errors will not update the MMIS member subsystem databases. OHCA will coordinate with OKDHS Data Services Division and Family Support Services Division prior to modifying data edits from the MMIS detail design. Transactions in error will be sent to a log file. Monday through Friday, the log file will be extracted as a fixed format message, based upon the agreed layout, from the MMIS Error Database and transmitted via the OKDHS/OHCA dedicated line using the same File Transfer Protocol utilized by OKDHS to transmit member records. OKDHS staff in the Family Support System Design and Development Unit agree to take electronic rejections requiring a system modification and correct them on a daily basis following procedures consistent with the member subsystem design. Transactions requiring action from field operations staff will be sent to the applicable field location within one working day and monitored weekly to track case action.
- (c) OKDHS and OHCA agree to research the sources of errors and to implement data validation edits to prevent future occurrences of these errors. OHCA and OKDHS will create a data report showing the number

of errors on the daily electronic file. This report will be sent to the Director of OKDHS and Chief Executive Officer of OHCA on a monthly basis.

2. Late Re-determinations

(a) OKDHS agrees to include within the recipient eligibility file the necessary data elements to assess the status of late re-determinations. OHCA will use this information to calculate the number of SoonerCare members with late re-determinations for comparison with OKDHS management reports.

(b) OHCA and OKDHS will create a data report showing the number of late SoonerCare re-determinations. This report will be sent to the Director of OKDHS and the Chief Executive Officer of OHCA on a monthly basis.

B. Performance Measurement

1. OHCA and OKDHS agree that performance measures are a critical tool for monitoring the quality of the eligibility process including claims payment activities. The parties will work towards the development of standard reports in several key areas. Numeric measures will be agreed upon. Areas outside of the numeric measurement will require corrective action plans to bring the area into the normative range. OHCA and OKDHS believe quality improvement involves several stages of development.

(a) Create accurate data from the PS/2 to the member subsystem;

(b) Generate weekly/monthly reports giving key indicators;

(c) Establish benchmarks; and

(d) Create a process for correcting operational units.

2. A Continuous Quality Improvement Process (CQIP) team shall be created by OHCA and OKDHS. Said team shall meet on a monthly basis and memorialize efforts upon which improvement should be focused. The CQIP, at a minimum, shall develop specific operational dates for reports addressing the subject areas of: 1) Financial, 2) Data Integrity, and 3) Timeliness. The CQIP team will work under the direction of the OKDHS/OHCA Steering Committee.

C. EPSDT Administrative Responsibilities Related to Eligibility

Performance of activities related to the delivery of EPSDT services shall follow policy 340:70-9-7, 340:70-9-7; 340:70-9-9; 340:70-9-10; and, 340:70-9-15, which include, but is not limited to, the following:

1. OKDHS will provide assurance that processes are in place to effectively inform individuals about the availability of EPSDT services, including using accepted methods for informing persons who are illiterate, blind, deaf, or unable to understand the English language.

2. OKDHS staff will make an offer of EPSDT services to eligible members no later than 60 days following the date of a family's or individual's initial eligibility determination, using a combination of face-to-face, oral, or written informing activities.

3. OKDHS staff will inform families, either determined eligible for the first time or determined eligible after a period of ineligibility, about the availability of

EPSDT services if they have not used EPSDT services for at least 1 year or according to the periodicity schedule.

4. OKDHS staff will document the offer by using different methods such as a dated copy of a letter, form sent to the member, or a dated record of an in person, telephone or written contact. A non-response to the written offer shall mean acceptance on the part of the member and shall be documented on the OKDHS PS2 system.
5. OHCA staff shall provide OKDHS staff with data indicating when the last EPSDT screen was provided to a child. This information will pass from the EDS system to the OKDHS PS2 system.
6. OKDHS staff will supply OHCA staff with a list of children who are in permanent Foster Care and adoption status in the required Format
7. OHCA staff will return medical history to OKDHS staff within 48 hours of receipt of list. Upon return of the medical history information, OKDHS will put the information on its KIDS system and make the information available to Foster parents and providers.
8. OKDHS will provide a list to OHCA staff of individuals who are aging out of Foster Care and present the individuals with a medical history packet designed by OKDHS and OHCA.
9. OKDHS and OHCA staff will conduct ongoing meetings to ensure that this population receives preventive and other Child Health services.

D. Examples of allowable administrative activities related to SoonerCare eligibility includes:

1. SoonerCare member overpayments;
2. Interpretation of SoonerCare policy to the field, both orally and in writing;
3. SoonerCare eligibility training to the field and other components of OKDHS;
4. Coordination and provision of training for providers who wish to take SoonerCare applications;
5. Maintenance and development of data link contracts with hospitals and other approved providers for access to SoonerCare eligibility information (see Article IV, Section 4.1.1 of this Agreement);
6. Monitoring of timeliness in the processing of SoonerCare applications; (42 CFR 435.911);
7. Compilation and distribution of quality control error reports to county offices on a periodic basis;
8. Assistance to county offices with management of nursing facility cases with home property issues;
9. Participation in SoonerCare eligibility appeals filed by applicants and members;
10. Assistance and participation in agreements for out-stationed eligibility workers in hospitals and other locations;
11. Performance of necessary activities related to the determination of eligibility for SoonerCare;

12. Performance of various activities related to the Medicare Buy-In for SoonerCare eligible clients;
 13. Performance of eligibility activities requested by the Third-Party Liability staff;
 14. Presentations to communities on SoonerCare eligibility;
 15. Performance of the activities related to patient on-site reviews of ICF/MR facilities performed by social workers and, where appropriate, personal care nurses, etc.
- E. OHCA will coordinate all SoonerCare policy changes, including eligibility and scope of services, with the appropriate divisions of OKDHS prior to final promulgation of rules.
- F. OHCA and OKDHS will meet regularly to plan and coordinate issues related to eligibility, Maternal and Child Health, correction of claims processing errors, program and administrative functions related to the delivery of SoonerCare allowable program and administrative activities, and any other issues of mutual concern.
- G. OKDHS shall run a report showing members with potential income pension trusts. OHCA is authorized to review OKDHS state office files on existing special needs and income pension trusts. OKDHS will coordinate with OHCA on the design and timeframe for implementing an electronic mechanism for tracking newly established trusts.
- H. OKDHS will create a support system for eligibility correction between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- I. Electronic Applications for Eligibility
1. OHCA and OKDHS will develop computer specifications and software that support applying for Medicaid and/or adding deemed eligibles. The two parties agree to use their best efforts to designate staff to facilitate an interagency agreement which will integrate data used in both agencies as a single enterprise so that data sharing can be facilitated in the most accurate and timely manner possible.
 2. OKDHS will assist SoonerCare members and applicants in making online enrollment applications or updates to existing eligibility records utilizing the Agency-View application for SoonerCare services or the Family Assistance/ Client Web Services (FACS).
- J. Insure Oklahoma
1. OKDHS shall be responsible for computer matching of Recipient Identification Numbers (RIDs) with DHS case numbers and complying with OHCA promulgated rules of the Insure Oklahoma Premium Assistance Program as stated in O.A.C 317:45-11-20.
 2. The parties have jointly developed and approved a functional requirements document. Said document shall serve as the "statement of work". The parties acknowledge that the functional requirements document is a living document. All revisions shall be approved by both parties. OKDHS and OHCA shall establish a process and/or develop procedures for revising the statement of work.

II. PROGRAMS SERVICED BY THE SOONERCARE ELIGIBILITY UNIT

- A. SoonerCare
 - 1. OKDHS agrees to continue to help facilitate the online enrollment process via the SoonerCare Eligibility Unit (SEU).
 - 2. OKDHS staff at a the centralized location at OHCA will help process in/out bound calls and working eligibility documentation turned in by applicants under the SoonerCare program.
- B. Oklahoma Cares (formally referred to as the Oklahoma Breast and Cervical Cancer Treatment Program (OBCCTP))
 - 1. OKDHS shall be responsible for determining eligibility via the SoonerCare Eligibility Unit (SEU) under the Breast and Cervical Cancer Prevention and Treatment Act of 2000 (BCCPTA) pursuant to 317:35-21-1.
 - 2. OKDHS will have staff at a centralized location at OHCA for processing applications and determining eligibility under the OBCCTP.
- C. SoonerPlan (formally referred to as the Family Planning Waiver)
 - 1. OKDHS shall be responsible for facilitating the online enrollment process via the SEU under the Family Planning Waiver program pursuant to 317:35-7-48.
 - 2. OKDHS will have staff at a centralized location at OHCA for processing in/out bound calls and working eligibility documentation turned in by applicants under the Family Planning Waiver.
- D. Inmate Eligibility

OKDHS shall be responsible for determining SoonerCare eligibility for the Department of Corrections and Office of Juvenile Justice inmates. Specific eligibility requirements are as follows:

 - 1. OKDHS shall be responsible to notify DOC and/or OJA of the approval or denial of the application(s).
 - 2. OKDHS shall be responsible to certify eligible inmates for the period the inmate was admitted as an inpatient to a medical institution.
 - 3. OKDHS shall be responsible to close cases upon notification of release by DOC and/or OJA. Closure should take place within five (5) business days of notification.
- E. Citizenship Verification Assistance
 - 1. To meet the requirements of the Deficit Reduction Act of 2005, OKDHS shall be responsible for assisting citizenship verification via the Citizenship Verification Unit (CVU).
 - 2. OKDHS will have a centralized location at OHCA for assisting citizenship verification.
- F. Money Follows The Person (MFP) Grant Program

OKDHS and OHCA will jointly agree to protocols and implementation strategies for MFP programs operated by OKDHS for the duration of the grant.

III. REIMBURSEMENT

- A. OHCA shall reimburse OKDHS the federal share of costs incurred in performing the administrative services described in this Schedule as determined by the OKDHS Cost Allocation Plan, and in accordance with the reimbursement provisions described in Article IX, Section 9.0 of this Agreement.
- B. Pursuant to the enactment of the Oklahoma Medicaid Program Reform Act of 2003 (Title 56 OSL, Chapter 16, Section 1010.1), OKDHS may incur administrative expenses for revisions made to the Insure Oklahoma premium assistance program. OHCA shall reimburse OKDHS monthly for the state share of approved actual costs for Insure Oklahoma administration

SCHEDULE G
SoonerCare Programs Requiring Direct Invoicing

PURPOSE

The purpose of this schedule is to identify any SoonerCare medical or administrative services administered by OKDHS that are reimbursable under the SoonerCare Program through direct invoicing, including any waivers, grants or other programs approved by the Centers for Medicare and Medicaid (CMS) or the Secretary for Health and Human Services. OHCA recognizes that OKDHS has the state share responsibility for certain SoonerCare services either through program administration or as the direct service provider.

SCOPE OF WORK - OKDHS DDSO will provide the following services for the Living Choice Program (Money Follows the Person Grant, CFDA# 93-779) as outlined in this agreement as follows:

- A. Quality of Life Surveys shall be performed by OKDHS DDSO staff as required by OHCA and CMS.
 - 1. OKDHS agrees to administer quality of life surveys to members participating in the Living Choice Program as required by CMS.
 - 2. OKDHS will conduct monitoring activities to insure the surveys are performed as scheduled and required by CMS. OKDHS will submit surveys to OHCA as required by the Program Monitor. OHCA will provide consultation regarding the development of the quality assurance monitoring activities and processes.
- B. OHCA shall reimburse OKDHS \$100.00 per survey.
 - 1. OKDHS shall submit a proper invoice by the 15th day of each month for services rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) OKDHS name; 2) FEI or vendor number; 3) invoice number; 4) purchase order number (where applicable); 5) description of service(s); 6) member's identification number; and 6) total amount billed.
 - 2. OKDHS shall maintain documentation of all billed charges and shall make such documentation available to OHCA or Federal Auditor upon request or as otherwise stated in this Agreement.
 - 3. OHCA shall be the final authority on SoonerCare compensability as set forth in of 42 C.F.R. §431.10(e)(3).

PANUM 00001032

PONUM _____

CONUM _____

DOCDESC NON-FINANCIAL

SCANNED
JUN 01 2011
CONTRACTS AND PURCHASING UNIT

**CONTRACT BETWEEN
OKLAHOMA HEALTH CARE AUTHORITY
AND
OKLAHOMA STATE DEPARTMENT OF HEALTH**

Based upon the following recitals, the **Oklahoma Health Care Authority** (hereinafter referred to as OHCA and the **Oklahoma State Department of Health** (hereinafter referred to as OSDH enter into this contract.

ARTICLE I. PURPOSE

1.0 The purpose of this contract is:

- (a) to ensure that persons being served by the OSDH receive appropriate health care as compensable under the Oklahoma Medicaid Program (SoonerCare). The term SoonerCare as used throughout this contract is an all inclusive term encompassing the different health care plans and/or programs administered by the OHCA or compensable under the Federal Medicaid rules and regulations;
- (b) to assist OHCA in providing health-care services to persons eligible under SoonerCare; and
- (c) to assist the OHCA as the designated single State Medicaid Agency in meeting Federal and State requirements.

ARTICLE II. THE PARTIES

2.0 OKLAHOMA HEALTH CARE AUTHORITY

- (a) OHCA states that it is the single State agency the Oklahoma Legislature has designated through 63 Okla. Stat. §5009(B) to administer Oklahoma's SoonerCare Program. Under SoonerCare, the State and Federal governments share in the cost of providing health care to persons based upon criteria established by the State within the parameters of Federal law.
- (b) OHCA has authority to enter into this contract pursuant to 63 Okla. Stat. §5006(A) and 74 Okla. Stat. §581. OHCA's chief executive officer has authority to execute this contract on OHCA's behalf pursuant to 63 Okla. Stat. §5008(B).
- (c) OHCA states that its mailing address for purposes of this contract is as follows:

Oklahoma Health Care Authority
4545 N. Lincoln Blvd., Suite 124
Oklahoma City, Oklahoma 73105-3413
Attention: Legal Division, Contract Development
(405) 522-7264 Office
(405) 530-7212 Fax
theresa.isenhour@okhca.org

2.1 Oklahoma State Department of Health

- (a) OSDH states that it is the entity the Oklahoma Legislature has designated through the Oklahoma Public Health Code 63 Okla. Stat. §1-101 et seq to serve as the official State agency in all matters relating to public health.

- (b) OSDH has authority to enter into this contract pursuant to 63 Okla. Stat. §1-106(b).
- (c) OSDH states that its mailing address for purposes of this contract is as follows:
 Oklahoma State Department of Health
 1000 N.E. 10th Street
 Oklahoma City, OK 73117-1299
 Attention: Yvonne Myers, Chief of Federal Funds Development
 (405) 271-9663
yvonnem@health.ok.gov

ARTICLE III. GENERAL PROVISIONS

3.0 TERM OF THE CONTRACT

This contract shall begin on July 1, 2008 and terminate on June 30, 2009. There shall be the option to renew for ten additional one-year periods (July 1 – June 30). A change order to the original purchase order will be issued to the OSDH to exercise each renewal option period consisting of 12 month increments.

3.1 AMENDMENTS

This contract contains all of the agreements of the parties and no oral representations by either party are binding. Any amendments to this contract must be in writing and signed by both parties prior to the effective date of the amendment.

3.2 ASSIGNMENT

The OSDH shall not assign or transfer any rights or obligations under this contract without prior written consent of OHCA.

ARTICLE IV. SCOPE OF WORK

4.0 OHCA and the OSDH shall provide services pursuant to the following schedules:

Schedule	Services
Schedule A:	Children First Program Targeted Case Management and Nursing Assessment Services
Schedule B:	Children First Program Administrative Services
Schedule C:	Nurse Aide Registry
Schedule D:	Survey & Certification of Nursing Facilities
Schedule E:	Clinical Services and Case Management For Tuberculosis Infected Persons
Schedule F:	Maternity, Child Health Check-Up, and Family Planning Clinical Services & SoonerPlan Program
Schedule G:	Early Intervention Services
Schedule H:	Immunization Reporting System Administrative Services
Schedule I:	Public Health Clinic Provider Certification for Title XIX Administrative Services
Schedule J:	Dental Services
Schedule K:	Administrative Claiming
Schedule L:	SoonerCare Applications Administrative Services
Schedule M:	Oklahoma Breast and Cervical Cancer Treatment Program Administrative Services

Schedule	Services
Schedule N:	Citizenship Status Administrative Services
Schedule O:	Fetal and Infant Mortality Review
Schedule P:	Medicaid Linkage Statistician
Schedule Q:	Environmental Lead Investigations
Schedule R:	Perinatal Quality Improvement Collaborative

- 4.1. OHCA shall provide the OSDH with professional assistance regarding the compensability of OSDH's SoonerCare funding requests in accordance with OHCA's role as the single State Medicaid Agency. OHCA shall be the final authority on SoonerCare compensability as set forth in 42 CFR 431.10(e)(3).
- 4.2. OHCA and the OSDH recognize that payment and satisfaction of all SoonerCare claims under this contract will be made from Federal and State funds and that any false claims, statements or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.
- 4.3. OSDH shall provide OHCA with an annual estimate of its expenses relating to all SoonerCare services provided to its clients no later than September 1st of each contract period. The OHCA intends to use this estimate to acquire Federal grant funds. In the event OSDH's actual expenditures exceed the estimate provided to OHCA, the reimbursement of the Federal share of the OSDH's actual expenditures may be delayed while the OHCA acquires additional Federal grant funds.
- 4.4. By the execution of this contract, the OSDH certifies to OHCA that the state share monies used to match federal funds or to repay the state share of actual SoonerCare expenditures under this contract are: (i) directly appropriated public dollars to OSDH; (ii) not state funds used to match other federal matching programs; and, (iii) not provider taxes or donations as referenced in 42 USC §1396 b(w)(1)(A). In the event any state share monies used to match federal funds or to repay the state share of actual SoonerCare expenditures under this contract is subsequently disallowed by federal or state authorities, the OSDH shall reimburse the OHCA those amounts paid by OHCA which were disallowed.

SECTION 5. COMPLIANCE WITH LAW

5.0 The parties to this contract acknowledge and expect that over the term of this Agreement 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 The OSDH shall comply and certifies compliance with:

- (i) the Age Discrimination in Employment Act, 29 USC §621 et seq.;

- (ii) the Rehabilitation Act, 29 USC §701 et seq.;
- (iii) the Drug-Free Workplace Act, 41 USC §701 et seq.;
- (iv) Subchapter XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;
- (v) the Civil Rights Act, 42 USC §§2000d et seq. and §§2000e et seq.;
- (vi) Age Discrimination in Federally Assisted Programs, 42 USC §6101 et seq.;
- (vii) Equal Opportunity for Individuals with Disabilities, 42 USC §12101 et seq.;
- (viii) the Oklahoma Worker's Compensation Act, 85 Okla. Stat. §1 et seq.;
- (ix) the Fair Labor Standards, 29 USC §201 et seq.;
- (x) the Equal Pay Act, Public Law 88-38, 77 Stat. 56;
- (xi) the Vietnam Era Veterans Re-adjustment Act of 1974, 38 USC §4212;
- (xii) 31 USC §1352 and 45 CFR §93.100 et seq., which (1) prohibit use of federal funds paid under this contract to lobby Congress or any federal official to enhance or protect the monies paid under this contract and (2) require disclosures to be made if other monies are used for such lobbying;
- (xiii) Presidential Executive Orders 11141, 11246 and 11375, which together require certain federal Contractor and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;
- (xiv) 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
- (xv) 74 Okla. Stat. §85.44(B) and (C) and 45 CFR §74.34 with regard to equipment (as defined by 2 CFR Part 225) purchased with monies received from OHCA pursuant to this contract;
- (xvi) the Anti-Kickback Act of 1986; 41 USC §51-58, which prohibits any person from providing or attempting to provide or offering to provide any kickback;
- (xvii) The Mental Health Law 43A Okla. Stat. §1-101 et seq.;
- (xviii) Federal False Claims Act, 31 USC §3729-3733; 31 USC §3801;

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

5.3 All questions pertaining to validity, interpretation and administration of this contract shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.

5.4 The venue for civil actions arising from this contract shall be Oklahoma County, Oklahoma. For the purpose of rightful Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.

5.5 If any portion of this contract is found to be in violation of State or Federal Statutes, that portion shall be stricken from this contract, and the remainder of the contract shall remain in full force and effect.

ARTICLE VI. AUDIT AND INSPECTION

- 6.0 The OSDH shall keep such records as are necessary to disclose fully the extent of services provided to SoonerCare members and, upon request, 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 U.S. Secretary of Health and Human Services (hereinafter referred to as Secretary) for six years from the ending date of this contract, which includes all renewal options. The OSDH shall not destroy or dispose of records which are under audit, review or investigation when the six-year limitation is met. The OSDH 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 the OSDH's offices and facilities and to examine records relating to financial statements or claims submitted by the OSDH under this contract and to audit the OSDH's financial records as provided by 56 Okla. Stat. §222 and 42 CFR §431.107 to the extent applicable.
- 6.2 Pursuant to 74 Okla. Stat. §85.41, OHCA and the Oklahoma State Auditor and Inspector shall have the right to examine the OSDH's books, records, documents, accounting procedures, practices, or any other items relevant to this contract.
- 6.3 The OSDH shall submit, within thirty-five days of a request by OHCA, MFCU, or the Secretary, all documents, as defined by 12 Okla. Stat. §3234, in its possession, custody, or control concerning the ownership of any subcontractor with whom the OSDH has had business transactions totaling more than twenty-five thousand dollars during the twelve months preceding the date of the request.
- 6.4 The OSDH agrees to cooperate with the OHCA's external quality of care review organization and its SoonerCare Director with regard to utilization reviews conducted and other quality assurance efforts.

ARTICLE VII. CONFIDENTIALITY AND INFORMATION SHARING

- 7.0 The OHCA and the OSDH agree that all data received by either party is confidential pursuant to 42 USC §1396a(a)(7), 42 CFR §431.300 et seq., 63 Okla. Stat. §5018, 43A Okla. Stat. §1-109, 42 CFR §§2.1 through 2.66, 42 CFR §431.300-431.306 and 42 USC §1396a(a)(7). The OHCA and the OSDH agree to abide by the general common law confidentiality requirements and agree to abide by more specific confidentiality requirements as expressed in 10 Okla. Stat. §§7005-1.2, 43A Okla. Stat. §1-109 and 42 CFR §§2.1 through 2.67, as well as any other confidentiality requirements not specifically cited but incorporated by reference in general. Neither party shall release the information governed by these Medicaid requirements without prior written approval.
- 7.1 The OHCA and the OSDH will share all relevant information about SoonerCare services for eligible members receiving services provided by the OSDH including but not limited to eligibility and client information on a continuing basis. The parties can share aggregated data stripped of all identifying information. Identifying information includes any information that could identify an individual as a result of too few occurrences in a given geographical area.

- 7.2 The OHCA and the OSDH shall share data in accordance with the Interagency Data Sharing Agreement signed by the OHCA, the OSDH and the Oklahoma Department of Human Services in 2008 with an effective date of April 1, 2007 and automatic renewals.
- 7.3 The OHCA and the OSDH shall notify each other of all available information, when fraud or abuse by a provider is suspected or discovered, or when a provider has been excluded from participation in SoonerCare.
- 7.4 The OHCA and the OSDH shall comply with The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §160 et seq and 45 CFR §164 et seq that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 7.5 Violation of the confidentiality provisions of this contract shall be terms for the immediate termination of this contract in accordance with Article X of the contract.

ARTICLE VIII. FEDERAL DISALLOWANCE

- 8.0 The parties understand that during the term of this contract and any period thereafter, the Federal Government may levy a disallowance upon the SoonerCare expenditures made in connection with this contract.
- 8.1 If a disallowance is levied because of a failure to timely file a plan amendment or meet technical notice requirements of a plan amendment, the OHCA shall be responsible for the cost of the disallowance.
- 8.2 If a disallowance is levied for a reason other than those stated in subsection 8.1 of this Article, the OSDH shall be responsible for any audit exceptions or disallowances which may occur as the result of a Federal audit or due to the disapproval of any pending State Plan amendment of all SoonerCare services. OHCA shall not be responsible for any acts or omissions by the OSDH with regard to any audit exception and disallowance of Federal funds for SoonerCare service rendered by its subcontractors. The OSDH shall reimburse OHCA for any disallowance that may be upheld by the U.S. Department of Health and Human Services' Departmental Appeals Board.
- 8.3 The parties agree and understand that they may have disagreements whether a disallowance is levied in accordance with subsections 8.1 or 8.2 of this Article. The OHCA and the OSDH also agree and understand that disallowances levied may or may not be upheld, in whole or in part, if appealed.
- 8.4 The parties shall cooperate in the defense of any disallowance claim arising in connection with this contract. The costs of such defense shall be borne by the party described in subsection 8.1 and 8.2 above who is responsible for the error or omission resulting in the disallowance. In the event a disagreement exists about the responsibility for the disallowance, the OHCA and the OSDH may agree to divide the costs of the legal defense so the defense is not impaired by the disagreement.

ARTICLE IX. PAYMENTS / REIMBURSEMENT

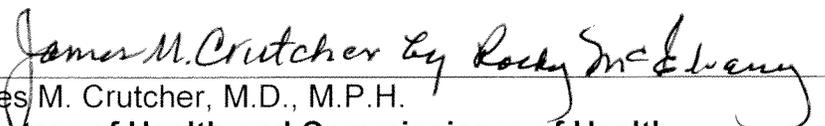
- 9.0 The parties recognize that the state share matching funds for services rendered under Schedules A, B, E, F, G, H, I, K, L, M, N (Vital Records Match), O, P, Q and R of this contract have been appropriated to the OSDH. The parties recognize that the state share matching funds for services rendered under Schedules C, D, J, and N (EVVE Installation) have been appropriated to OHCA.
- 9.1 In consideration for payment for the performance of administrative SoonerCare-compensable services described in Schedule B, H, I, K, L, M, N {EVVE (Electronic Verification of Vital Events) Installation}, O, P, and R of this contract, the OSDH shall maintain a Cost Allocation Plan or Cost Allocation Methodology approved by OHCA for reporting expenditures incurred in rendering SoonerCare administrative services. Administrative costs must be detailed such that costs claimed as SoonerCare allowable can be clearly identified and comply with 2 CFR Part 225. Costs will be allocated based upon the OSDH's Cost Allocation Plan or Cost Allocation Methodology as set forth in Subpart E of 45 CFR, Part 95, and approved by the OHCA.
- 9.2 On a quarterly basis, the OSDH shall submit claims for services defined in Section 9.1 above for the federal share of approved costs, in a format approved by OHCA. OHCA shall reimburse the OSDH for the federal share of its allowable administrative expenses providing sufficient grant funds are available. Reimbursement will be made via direct deposit into a fund and account specified by the OSDH. The OSDH shall have the latter of (a) ninety (90) days from the end of the quarter or (b) ninety (90) days from the expiration of this contract to submit invoices for payment.
- 9.3 In consideration of payment for the performance of clinical SoonerCare compensable healthcare services described in Schedules A, E, F, G, and Q of this contract, OHCA shall pay the OSDH 100% of the allowable costs pursuant to the provisions of those schedules and shall bill OSDH the state share match as described below in Sections 9.4 and 9.5.
- 9.4 Reimbursement shall be in accordance with rates contained in appropriate fee schedules approved by the Rates and Standards Committee and/or Cost Allocation Methodology. Payment for services shall be made when properly completed claim forms are submitted to the OHCA fiscal agent. All medical claims must meet the timely filing requirements of OHCA and federal requirements as described in 42 CFR §447.45(d).
- 9.5 The parties agree and acknowledge that OHCA's payment of 100% of the allowable cost for services where the OSDH has been appropriated the state share match (delineated in Section 9.0 above) constitutes OHCA advancing the state share match to the OSDH. The OSDH shall reimburse OHCA all advance payments of state share made on behalf of the OSDH. OHCA shall bill the OSDH for the state share match of actual claim payments appearing on the OHCA warrant register on a monthly basis. OHCA reserves the right to adjust the billing frequency and shall provide the OSDH with a twenty (20) day notification if such action is deemed necessary by OHCA.

- 9.6 With respect to the services described in Schedule J, the OHCA shall pay 100% of the actual expenditures incurred in accordance with the provisions of that schedule. Reimbursement shall be in accordance with rates contained in appropriate fee schedules approved by the Rates and Standards Committee. Payment for services shall be made when properly completed claim forms are submitted to the OHCA fiscal agent. All medical claims must meet the timely filing requirements of OHCA and federal requirements as described in 42 CFR §447.45(d).
- 9.7 With respect to the services described in Schedule C, the OHCA shall pay 100% of the actual expenditures incurred up to the not to exceed amount appropriated for the current State Fiscal Year (SFY) and payment shall be subject to the limitations described in Schedule C, items 2, 3 and 4.
- 9.8 With respect to the services described in Schedule D, the OHCA shall pay 100% of the actual expenditures incurred up to the not to exceed amount appropriated for the current SFY; and payment shall be subject to the limitations described in Schedule D, items 2 and 3.
- 9.9 In consideration of payment for the performance of the services enumerated in Schedules C and D, the OSDH shall submit a proper invoice on a monthly basis for services rendered in order to receive payment. Reimbursement shall be in accordance with the provisions specifically outlined in the specific schedules and pursuant to the following invoicing procedures stated herein.
- 9.10 A proper invoice is one which contains, at a minimum, the following information: 1) Name; 2) FEI or vendor number; 3) invoice number; 4) purchase order number (where applicable); 5) description of service(s); 6) date(s) of service; and, 7) amount(s) billed. The OSDH shall maintain documentation of all billed charges and shall make such documentation available to OHCA upon request or as otherwise stated in this contract. Unless otherwise specified in this contract, all travel costs shall be included in and paid against the total contract amount. The OSDH shall submit invoices to the following address:
Oklahoma Health Care Authority
Finance Division, General Accounting
P.O. Box 18299
Oklahoma City, OK 73154
- 9.11 The OSDH shall have the latter of (a) ninety (90) days from the final date of services(s) rendered under the terms of this contract or (b) ninety (90) days from the ending date of each contract period to submit invoices(s) for payment. OHCA will not be held fiscally responsible for payment of invoices submitted in excess of these time limitations.
- 9.12 OHCA and the OSDH shall have forty-five (45) days to pay a proper invoice or claim pursuant to the terms of this contract. If either party fails to pay an invoice within that time, either party shall have the right to interest upon the invoice amount consistent with 62 Okla. Stat. §41.4.
- 9.13 In the event of the OSDH's non-compliance with any provisions outlined in this contract, including the timely submittal of deliverables, reports, etc., OHCA reserves the right to withhold payment from the OSDH until compliance has been achieved.

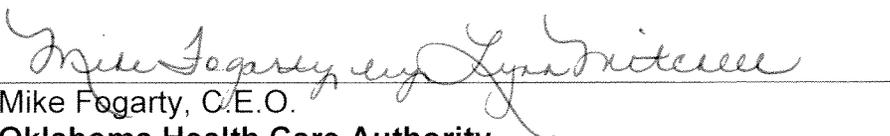
ARTICLE X. TERMINATION

10.0 Either party may terminate for cause with a thirty (30) day written notice to the other party. Either party may terminate without cause with a sixty (60) day written notice to the other party.

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


James M. Crutcher, M.D., M.P.H.
Secretary of Health and Commissioner of Health

Date 1/20/09


Mike Fogarty, C.E.O.
Oklahoma Health Care Authority

Date 1.23.09

**SCHEDULE A
CHILDREN FIRST PROGRAM
TARGETED CASE MANAGEMENT AND NURSING ASSESSMENT SERVICES**

PURPOSE

OHCA and the OSDH are mutually interested in the prevention of child abuse through the establishment of family resource programs, and to comply with the intent of the legislature in developing the Children First Program fund as described in 63 Okla. Stat. §1-110.1.

OSDH may request Federal reimbursement of the OHCA for services relating to Maternal and Child Health Services in accordance with 42 CFR 431.615 (c)(4).

SCOPE OF WORK

1. The OSDH agrees to provide targeted case management and nurse assessments to first-time mothers and their infants/children between the ages of birth and two years in accordance with OHCA policy. The OSDH shall adhere to amounts and limitations of services as outlined in the OHCA rules.
2. The OSDH shall provide OHCA a copy of the annual report submitted to the Oklahoma legislature for the Oklahoma Children First program no later than January 1st of each year.
3. On an ongoing basis, the OSDH agrees to coordinate with OHCA staff to include specific quantitative data related to specified goals and objectives to the existing Children First Site Visit Tool.
4. All deliverables under this schedule shall be submitted to the appropriate OHCA Program Monitor.

PAYMENT

1. The State share match of costs associated with providing health care services described herein is appropriated to the OSDH. OHCA shall pay 100% of all allowable costs and shall invoice the OSDH for the state share portion of all expenditures in accordance with the provisions of Article IV, Section 4.4.
2. In consideration of the performance of targeted case management services outlined in this schedule, the OSDH shall submit claims in accordance with rates contained in appropriate fee schedules approved by the Rates and Standards Committee and/or the Cost Allocation Plan submitted by the OSDH and approved by OHCA where applicable. Reimbursement shall apply only to those individuals determined by the OHCA to be eligible for Title XIX services covered by the contract, except that claims may be filed when a determination of eligibility has not been made and failure to file a claim timely would jeopardize Federal funding.
3. OHCA shall pay OSDH for clinical SoonerCare compensable services rendered under this schedule in accordance with Article IX, Sections 9.0, 9.3, 9.4 and 9.5.

**SCHEDULE B
CHILDREN FIRST PROGRAM
ADMINISTRATIVE SERVICES**

PURPOSE

OHCA and the OSDH are interested in preventing child abuse by establishing family resource programs, and complying with the legislative intent in developing the Children First Program fund as described in 63 Okla. Stat. § 1-110.1.

SCOPE OF WORK

1. The OSDH agrees to provide certification training to nurses who provide targeted case management to first-time mothers and their infants between the ages of birth and two years in accordance with OHCA policy. Certification training costs shall include the following:
 - a) Registration Fees
 - b) Travel reimbursement, i.e., mileage, per diem, parking fees, and turnpike tolls of nurses, central office staff, and speakers
 - c) Speaker's fee
 - d) Training Coordinator salary
 - e) Administrative support staff of Training Coordinator
 - f) Printing costs of training materials
 - g) OneNet training costs, i.e., technical consultant charges, line charges, air time, and production costs.
 - h) Rental of room and equipment for training sessions
2. All travel costs shall be subject to the provisions of the State Travel Reimbursement Act.

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4.
2. The OSDH shall submit claims in accordance with the Cost Methodology Plan submitted by the OSDH and approved by OHCA. The payment method for administrative expenses shall be invoiced and reimbursed in accordance with Article IX, Sections 9.0, 9.1 and 9.2.
3. OHCA shall reimburse the OSDH for costs associated with training Children First nurses who provide targeted case management services in accordance with the following formula:
Cost Methodology Formula:
[Total training costs x 33% (SoonerCare compensable training) x 90% (Children First certified SoonerCare members) x 75% (Federal share)].

SCHEDULE C NURSE AIDE REGISTRY

PURPOSE

The purpose of this schedule is to provide payment for a Medicaid Federally mandated function of a nurse aide registry for all individuals who have satisfactorily completed a nurse aide training and competency evaluation program, pursuant to 42 USC §1396r(f)(2) & 42 CFR §483.151 and to maintain said registry.

SCOPE OF WORK

The parties agree to the following:

1. Pursuant to 42 CFR §483.156, the OSDH shall establish and maintain a registry of all individuals who have satisfactorily completed a nurse aide training and/or competency evaluation program.
2. The OSDH shall submit a quarterly and annual report listing all newly approved nurse aide training and/or competency evaluation programs for each quarter, including trainings provided by Oklahoma State University in Oklahoma City (OSU-OKC) through its contract with the OHCA. The reports shall distinguish whether the program is employer based or non-employer based. The OSDH shall submit the report no later than thirty (30) days after the end of each quarter.
3. The OSDH shall submit a quarterly report listing all nurse aide training and/or competency evaluation programs that have had approval withdrawn by the OSDH and determined to be ineligible. The report shall distinguish whether the disapproval was for programs that were employer based or non-employer based. The OSDH shall submit the report no later than thirty (30) days after the end of each quarter.
4. The OSDH shall submit a quarterly report listing the number of aides certified in each quarter. The OSDH shall submit the report no later than thirty (30) days after the end of each quarter.
5. The OSDH shall submit a quarterly report listing the on-site reviews of nurse aide training programs. The report shall list the facility name, address, review date and findings and actions of the review. The OSDH shall submit the report no later than thirty (30) days after the end of each quarter.
6. The OSDH shall submit a quarterly report listing on-site reviews of facilities receiving training and evaluation/certification complaints. The report shall list the facility name, address, review date and findings and actions of the review. OSDH shall submit the report no later than thirty (30) days after the end of each quarter.
7. The OSDH shall submit an annual report listing all CNAs currently certified no later than thirty (30) days after the end of the contract period.

PAYMENT

1. The State share match of costs associated with providing administrative services described herein is appropriated to OHCA and OHCA will provide the Federal share.
2. In consideration for the performance of the services enumerated in this schedule, OHCA agrees to pay the OSDH 100% of actual SoonerCare expenditures incurred in an amount not to exceed three hundred twenty-two thousand three hundred ninety dollars (\$322,390.00) in accordance with the requirements of Article IX, Sections 9.0, 9.7, 9.9 – 9.13.

**SCHEDULE C
NURSE AIDE REGISTRY CONTINUED**

3. It is understood by both parties that in the event actual expenditures for services described in this schedule exceed the amount appropriated to OHCA, the OSDH shall have the option to invoice OHCA for the expenditures exceeding OHCA's appropriation. If OSDH elects to exercise this option, OHCA will reimburse the OSDH 100% of allowable cost and shall bill back the OSDH for the state share amount exceeding OHCA's SFY appropriation, providing adequate funding is available.
4. The not-to-exceed amount under this contract can be increased to allow for the payment of additional Federal funds to the OSDH should the situation described above under item number three occur.

SCHEDULE D
SURVEY & CERTIFICATION OF NURSING FACILITIES

PURPOSE

The Center for Medicare and Medicaid Services (CMS) has promulgated regulations concerning the Medicaid certification of health care facilities contained within 42 CFR §430 et seq. and 42 CFR §431 et seq. which imposes duties and responsibilities upon the parties to this contract.

SCOPE OF WORK

The parties agree to the following:

1. The OSDH shall conduct surveys in accordance with 42 CFR §483 and 42 CFR §488 et seq. and shall utilize the forms, methods, procedures, and guidelines as required by the CMS to determine provider eligibility and facility certification for SoonerCare.
2. The OSDH's surveyors shall complete inspection reports, noting whether or not each requirement for which the survey is made is satisfied and shall document any deficiencies in such reports.
3. The OSDH shall also retain all information and reports used in determining whether or not participating facilities are in compliance with Federal requirements.
4. The OSDH shall provide OHCA with a summary report of the current nursing facility license within 30 days of the OSDH issuing the license to the respective facilities.
5. The OSDH shall notify OHCA of all new, renewal, amended, suspended or otherwise modified licenses issued to a nursing facility within five working days of the license being issued. The method for such notification shall be a facsimile copy of the original license issued in the preceding five days, to be transmitted weekly to the OHCA.
6. The OSDH shall provide OHCA a copy of all completed *Medicare/Medicaid Certification and Transmittal* forms (CMS1539) upon completion of the OSDH's certification decision.
7. For surveys that reveal a termination, a change of ownership, or a change in the number of certified beds, the OSDH shall provide OHCA a facsimile copy of all completed CMS 1539 forms upon completion of the OSDH's determination.
8. OSDH shall submit to OHCA quarterly reports of "Index of Nursing and Specialized Facility Owners and the OSDH's Protective Health Services Nursing/Specialized Facility Ownership Reports" within thirty (30) days of the end of each quarter.
9. The OSDH shall provide OHCA on a quarterly basis a report listing current nursing home administrators within 30 days of the end of each quarter.
10. The OSDH shall provide OHCA an annual report based on the federal fiscal year, October 1 through September 30, to include the statewide survey average and survey interval from surveys conducted on nursing facilities in accordance with 42 USC §1396r(g)(2)(A)(iii). The OSDH shall provide the report no later than January 31 of each year for the previous year
11. The OSDH shall provide a quarterly report outlining any State or Federal penalties imposed on behalf of the OSDH including any withholds for said penalties. The report shall be received by OHCA within thirty days of the quarter end.
12. The OSDH shall provide other compliance reports and/or information to OHCA and the CMS upon request.

SCHEDULE D
SURVEY & CERTIFICATION OF NURSING FACILITIES CONTINUED

13. Pursuant to passage of Federal requirements of 42 CFR, §483.20 and §483.315 for nursing home and State automation of the Minimum Data Set (MDS), the OSDH shall implement all phases of the MDS as required by CMS. The OSDH shall receive MDS data from nursing homes and be responsible for cleaning and aggregating data prior to transmission to a central repository to be established by CMS. The OSDH shall also generate quality indicators and other types of reports and shall make this information available to OHCA in accordance with an approved CMS data use agreement specific to the request.
14. The OSDH shall submit to OHCA a quarterly report listing the Nursing Facilities that received a corrective action plan and a detailed list of the status of those facilities including the date the deficiencies were corrected.
15. The OSDH shall provide to OHCA a quarterly report listing the names and address of the nursing facilities surveyed in the previous quarter.

GENERAL PROVISIONS

The parties agree to the following terms and conditions:

1. The OHCA agrees to provide sufficient funding to the OSDH based on actual and necessary expenditures for performing the SoonerCare survey functions, subject to the amount appropriated to OHCA for this purpose, as is required pursuant to 42 CFR §431.610 (h). Surveys under this contract will continue to be conducted by the OSDH contingent upon the necessary funding being made available by the OHCA.
2. In the event of noncompliance with the provisions outlined in the Scope of Work above, OHCA reserves the right to withhold payment from OSDH until compliance has been achieved.
3. It is understood by the parties that OHCA has been appropriated additional monies to fund the MDS operation. Therefore, OHCA agrees to provide funding to the OSDH for actual expenditures relating to the implementation and operation of MDS within the limits of its appropriation. OSDH must clearly identify MDS expenditures on each invoice submitted to OHCA for survey and certification services.
4. The parties expressly agree, notwithstanding any of the provisions of this contract, that remittance of any payments (to include penalties withheld by OHCA), based on the assessment and collection of civil monetary penalties pursuant to any survey or other enforcement action by the OSDH against a long term care facility receiving SoonerCare funding, shall be payable directly to the OSDH. Civil monetary penalties assessed and collected against a skilled nursing facility receiving Medicare funding are to be remitted to CMS. OHCA shall remit to OSDH any funds received from CMS for civil monetary penalties imposed and collected by CMS against any Oklahoma nursing facility in the amount determined to be the State of Oklahoma's pro rata share of the collected penalty. OHCA will provide a report quarterly detailing the civil monetary penalties withheld by OHCA, reimbursements received by OHCA from CMS and amounts remitted to OSDH.

SCHEDULE D
SURVEY & CERTIFICATION OF NURSING FACILITIES CONTINUED

PAYMENTS

1. The State share match of costs associated with providing administrative services described herein is appropriated to OHCA.
2. In consideration for the performance of the services outlined in this schedule, OHCA shall pay OSDH an amount not to exceed six million sixty-one thousand dollars (\$6,061,000.00) for services described herein. Payment shall be made in accordance with Article IX, Sections 9.0, 9.8 – 9.13.
3. It is understood by both parties that in the event actual expenditures for services described in this schedule exceed the amount appropriated to OHCA, the OSDH shall have the option to invoice OHCA for the expenditures exceeding OHCA's appropriation. If OSDH elects to exercise this option, OHCA will reimburse OSDH 100% of allowable cost and shall bill back the OSDH for the state share amount exceeding OHCA's SFY appropriation, providing adequate funding is available.
4. The not-to-exceed amount under this contract can be increased to allow for the payment of additional Federal funds to the OSDH should the situation described above under item number three occur.

**SCHEDULE E
CLINIC SERVICES AND CASE MANAGEMENT
FOR TUBERCULOSIS INFECTED PERSONS**

PURPOSE

The purpose of this schedule is to provide case management and clinic services for tuberculosis infected persons who have been determined to be eligible for SoonerCare and who are presenting for such services at OSDH facilities.

SCOPE OF WORK

The parties agree to the following:

1. The OSDH agrees to certify qualified clinics for the purpose of providing clinic services to tuberculosis infected persons.
2. The OHCA will provide coverage under the SoonerCare State Plan for Tuberculosis Clinic Services rendered to SoonerCare eligible members by qualified clinics that have been certified by the OSDH. The service units and limitations for services covered under this schedule are contained in the OHCA rules.
3. The OSDH shall provide these services to eligible members under SoonerCare by a physician or under a physician's supervision. Eligible members are defined as those who have been certified by OHCA.

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4.
2. The OSDH shall submit claims in accordance with rates contained in appropriate fee schedules approved by the Rates and Standards Committee and/or the Cost Allocation Methodology submitted by OSDH and approved by OHCA where applicable. Reimbursement shall apply only to those individuals determined by the OHCA to be eligible for Title XIX services covered by this contract, except that claims may be filed when a determination of eligibility has not been made and failure to file a claim timely would jeopardize Federal funding.
3. OHCA shall pay the OSDH for services rendered under this schedule in accordance with Article IX, Sections 9.0, 9.3, 9.4, and 9.5.

SCHEDULE F
MATERNITY, CHILD HEALTH CHECK-UP, AND FAMILY PLANNING CLINICAL
SERVICES & SOONERPLAN PROGRAM

PURPOSE

The purpose of this schedule is to provide Maternity, Child Health and Family Planning SoonerCare compensable services to SoonerCare eligible members presenting for services at the OSDH's facilities.

SCOPE OF WORK

1. The OSDH shall provide coverage under the SoonerCare State Plan for maternity services in qualified maternity clinics, for family planning services in qualified family planning clinics, for child health services of individuals under age twenty-two, in qualified child health clinics and for case management services to high risk pregnant women identified through prenatal risk assessment.
2. The OSDH shall ensure that claims submitted for payment under this contract are for services rendered by qualified providers for the following type of services:
 - a. Maternity services
 - b. Case management services for High Risk Pregnant Women
 - c. Child Health services {to include Early and Periodic Screening, Diagnosis and Treatment (EPSDT)}
 - d. Family Planning services
 - e. SoonerPlan program services
3. The OSDH shall provide immunizations to SoonerCare members during the period of this contract. Immunizations shall be paid to OSDH at the rates contained in appropriate fee schedules approved by the Rates and Standards Committee and/or the Cost Allocation Plan submitted by the OSDH and approved by OHCA where applicable. The OSDH shall provide OHCA with a list of names and SoonerCare numbers of SoonerCare members whom the OSDH provided immunizations. The list shall be provided to OHCA on a quarterly basis and within thirty (30) days of the quarter end.
4. Specific Clinical Responsibilities applicable to this schedule are provided below:
 - a. Maternity Clinic Services – Obstetrical care will be billed using the appropriate current procedural terminology (CPT) codes/healthcare common procedure coding (HCPC) system for maternity care, delivery, supportive social work, nutrition and lactation services. Inclusive dates of care should be indicated on the claim form as part of the description. To bill for prenatal care only, the claim is filed after the patient leaves the provider's care. Basic ultrasounds will be billed in accordance with SoonerCare policy. New/Established Clients – Maternity services may include but are not limited to following:
 - i. Complete patient history,
 - ii. a family history,
 - iii. a risk assessment,
 - iv. nutritional assessment/counseling,
 - v. lactation counseling
 - vi. health education,
 - vii. psychosocial assessment/counseling,
 - viii. a physical examination,

SCHEDULE F
MATERNITY, CHILD HEALTH CHECK-UP, AND FAMILY PLANNING CLINICAL SERVICES & SOONERPLAN PROGRAM CONTINUED

- ix. laboratory (i.e. pregnancy tests, hematocrit or hemoglobin, rubella immunity, blood glucose, serologies, Pap smears, etc) and
- x. high risk case management.
- b. Child Health Check-Ups will include a comprehensive health and developmental history, comprehensive unclothed physical examination, appropriate lab, health education and diagnosis and treatment in accordance with guidelines as outlined SoonerCare State Plan and Policy. A screening may be requested by an eligible member at any time and must be provided without regard to whether the member's age coincides with the established periodicity schedule. The following applies to the Child Health Check-Up services:
 - i. Provider Qualifications – a Provider must be a qualified licensed health care professional.
 - ii. Service Unit - Completed Child Health Check-Ups as well as immunizations provided on the same day as the Child Health Check shall be billed on the appropriate CMS form (i.e CMS 1500).
 - iii. Complete documentation of all aspects of the Child Health Check-Up must be maintained. The use of OHCA Child Health Check-Up forms is recommended.
 - iv. Place of Service - CHD, home or at another site in the community.
 - v. Intended Members - All SoonerCare eligible children.
- c. The OSDH shall follow the periodicity schedule established by OHCA for all eligible SoonerCare children.
- d. The OSDH assures that all screenings will be provided by a physician, advanced registered nurse practitioner, dentist or other provider qualified under State law and as recognized in the CFRs for payment.
- 5. Child Health Services - When a SoonerCare eligible child presents to a CHD for treatment, the CHD will provide needed services and bill as a Fee-For-Service activity.
 - a. The following applies to Child Health Services:
 - i. Provider Qualifications - Advanced Practice Nurse, Registered Nurse, Child Development Specialist, Speech Language Pathologist, Audiologist, Psychological Clinician, Clinical Social Worker, Nutritionist.
 - ii. Service Authorization – None
 - iii. Place of Service - CHD, home or at another site in the community.
 - iv. Intended Members - SoonerCare traditional enrolled children and SoonerCare Choice enrolled children who are unable to obtain timely child health care from their assigned PCP.
 - b. The child health services may include but are not limited to the services shown below. Depending on the child's needs, one or more of these services may be provided during a visit:
 - i. a child health history,
 - ii. physical examination,

SCHEDULE F
MATERNITY, CHILD HEALTH CHECK-UP, AND FAMILY PLANNING CLINICAL SERVICES & SOONERPLAN PROGRAM CONTINUED

- iii. developmental assessment,
 - iv. nutrition assessment and counseling,
 - v. social assessment and counseling,
 - vi. indicated laboratory and screening tests,
 - vii. screening for and administration of appropriate immunizations,
 - viii. health counseling and treatment of childhood illness and conditions.
6. Child Guidance Services - Child Guidance Services are provided to families of children birth through age 12.
- a. Child Guidance Services include:
 - i. screening,
 - ii. assessment/evaluation and intervention.
 - b. Services are provided to individual children, families, or groups of children who are identified as having specific disorders or delays in:
 - i. development,
 - ii. emotional or behavioral problems,
 - iii. disorders of speech, language or hearing or
 - iv. children who have conditions or problems that may be the focus of clinical attention whether a mental disorder is present or not. These types of services are initiated following the completion of an assessment/evaluation and subsequent development of a service plan.
7. Immunizations - An administration fee can only be paid for immunizations provided by the CHD. Immunizations will be provided in accordance with CDC Advisory Committee on Immunization Practices (ACIP). When a SoonerCare eligible child presents to a CHD for immunizations, the CHD will provide needed immunizations and bill as a Fee-For-Service activity.
8. Family Planning Services - Family planning services will be billed using the appropriate CPT, HCPCS and diagnosis codes in accordance with OHCA standard procedure and diagnosis coding.
- a. Family Planning services may include, but are not limited to the following:
 - i. General patient history,
 - ii. family history,
 - iii. patient reproductive history,
 - iv. physical examination and laboratory services (may include but are not limited to a hematocrit or hemoglobin, dip stick urinalysis, stool guiac, pap smear, gonorrhea screen, chlamydia screen, pregnancy test, serologic test for syphilis and HIV and rubella screening if indicated).
 - b. Education and counseling are offered to provide information regarding reproductive anatomy, range of clinic services, risks benefits and side effects of all available methods of contraception, and health promotion/disease prevention topics as needed.
 - c. Provision of chosen contraceptive method (hormonal/barrier/intrauterine and/or natural family planning).

SCHEDULE F
MATERNITY, CHILD HEALTH CHECK-UP, AND FAMILY PLANNING CLINICAL SERVICES & SOONERPLAN PROGRAM CONTINUED

- d. Screening and treatment of minor gynecological problems, infections, and other conditions.
- e. Referral to appropriate providers for problems or conditions which are beyond the scope of the clinic to treat.
- f. All laboratory services must be provided by a CLIA certified laboratory.

Payment for Maternity, Child Health and Family Planning

- 1. The State share match of costs associated with providing the SoonerCare compensable health care services described herein is appropriated to the OSDH. OHCA shall pay 100% of all allowable costs for clinical services associated with this schedule and shall invoice OSDH for the state share portion of all expenditures in accordance with the provisions of Article IV, Section 4.4.
- 2. OSDH shall submit claims in accordance with rates contained in appropriate fee schedules approved by the Rates and Standards Committee and/or the Cost Allocation Plan submitted by OSDH and approved by OHCA where applicable. Reimbursement shall apply only to those individuals determined by the OHCA to be eligible for SoonerCare services covered by this contract, except that claims may be filed when a determination of eligibility has not been made and failure to file a claim timely would jeopardize Federal funding.
- 3. OHCA shall pay OSDH for services rendered under this schedule in accordance with Article IX, Sections 9.0, 9.3, 9.4, and 9.5.

SoonerPlan Program

- 1. The parties mutually agree to incorporate the Oklahoma Family Planning Waiver (SoonerPlan) approved under the authority of Section 1115(a) Research and Demonstration Waiver, project number 1-W-00177/6 which was effective beginning April 1, 2005 for a five (5) year period ending April 1, 2010. The OHCA intends to request CMS approval to continue this waiver past April 1, 2010 and shall notify the OSDH of either approval or disapproval by CMS.
- 2. This category extends limited family planning services to clients that would not normally meet the eligibility requirements for the Family Planning Services. The new eligibility guidelines established under the SoonerPlan Program will offer a limited scope of services to uninsured men and women, ages 19 and older, regardless of pregnancy history or paternity history, with incomes at-or-below the 185 percent Federal Poverty Level (FPL) pursuant to OHCA Policy.
- 3. Treatment of sexually transmitted infections and fertility services are not covered under the SoonerPlan program.

Payment for SoonerPlan Services:

- 1. Payment will be made at the SoonerCare compensable health care fee schedule and reimbursement for services will be made using the appropriate CPT or HCPCS codes.
- 2. The State share match of costs associated with providing the health care services described in the SoonerPlan program are appropriated to OSDH. OHCA shall bill OSDH subject to the provisions in Article IX, Sections 9.0, 9.3, 9.4, and 9.5.

SCHEDULE F
MATERNITY, CHILD HEALTH CHECK-UP, AND FAMILY PLANNING CLINICAL SERVICES & SOONERPLAN PROGRAM CONTINUED

3. The OSDH will pay the state match for health services rendered under the SoonerPlan Waiver for authorized SoonerPlan providers with a current SoonerCare fee-for-service contract with the OHCA. Reimbursements will be in accordance with the current OHCA fee schedule.
4. The OSDH will pay the applicable state match for laboratory services and pharmaceuticals as outlined in the schedule of service codes approved by CMS for the Oklahoma SoonerPlan Family Planning Program.
5. The OHCA shall apply applicable pharmacy rebates on a prorated basis to the OSDH state share invoice on a quarterly basis.
6. The OSDH shall reimburse OHCA for the state share of all applicable administrative expenses related to public awareness and evaluation expenditures, which are specific to the SoonerPlan program and not considered usual and customary expenses of the OHCA. The OHCA shall pay said administrative expenses at 100% of the allowable costs and shall invoice OSDH for the state share of the administrative expenses on a quarterly basis and provide detailed documentation supporting expenditures.
7. OHCA will provide reports to the OSDH for the SoonerPlan program as established by the Family Planning Eligibility, Policy and Systems Implementation Committee. Additional reports may be requested as needed in accordance with the data sharing agreement.

**SCHEDULE G
EARLY INTERVENTION SERVICES**

PURPOSE

The purpose of this schedule is to provide Early Intervention Services to children who are eligible under the SoonerCare Program.

SCOPE OF WORK

1. The Provider will verify whether children are SoonerCare eligible. For those SoonerCare eligible children who are not enrolled in SoonerCare, the Provider will confirm whether the child is current on child health screening in accordance with periodicity schedule and, if not, the Provider will arrange for a screening and bill SoonerCare fee-for-service using rates contained in appropriate fee schedules approved by the Rates and Standards Committee and/or the Cost Allocation Plan submitted by OSDH and approved by OHCA where applicable.
2. The Provider agrees to develop individual family service plans (IFSP) which will serve as prior authorization document (s). The records must contain the screening results and physician prescriptions for services when required under State law for Early Intervention services. These records must be maintained for six (6) years and are subject to review and audit by OHCA. The OSDH assures that the Child Health Check-Ups are provided in accordance with OHCA policy.
3. All deliverables under this schedule shall be submitted to the appropriate OHCA Program Monitor.

PAYMENT

1. The State share match of costs associated with providing the clinical SoonerCare health care services described herein is appropriated to OSDH. OHCA shall pay 100% of all allowable costs for applicable early intervention services and shall invoice OSDH for the state share portion of all expenditures in accordance with the provisions of Article IV, Section 4.4 and Article IX, Sections 9.0, 9.3, 9.4, and 9.5.
2. The OSDH shall submit claims in accordance with rates contained in appropriate fee schedules approved by the Rates and Standards Committee. Reimbursement shall apply only to those individuals determined by the OHCA to be eligible for SoonerCare services covered by this contract, except that claims may be filed when a determination of eligibility has not been made and failure to file a claim timely would jeopardize Federal funding.

**SCHEDULE H
IMMUNIZATION REPORTING SYSTEM
ADMINISTRATIVE SERVICES**

PURPOSE

The purpose of this schedule is to enhance both OHCA and OSDH reporting systems on eligible children being immunized by matching data from the Oklahoma State Immunization Information System (OSIIS). The OSIIS is the only comprehensive source of immunization status of SoonerCare children. OSDH may request Federal reimbursement from OHCA for services related to Public Health Oklahoma Client Information System (PHOCIS) studies for more efficient administration of the State Plan in accordance with 42 CFR § 431.15 and in order to provide better reporting of immunization rates statewide.

SCOPE OF WORK

1. The OSDH shall maintain the OSIIS database to include the immunization records of a greater number of SoonerCare provider types. The database provides OHCA a source to acquire the immunization status of SoonerCare children across SoonerCare provider types. OHCA agrees to financially participate in the maintenance of the OSIIS database. The OHCA agrees to match a sample of OSIIS data to the OHCA Medicaid data set for the purpose of identifying the proportion of SoonerCare children. This proportion will serve as a basis for the estimation of numbers of SoonerCare children in the overall OSIIS system who has received at least one immunization during the year.
2. OHCA shall reimburse OSDH for costs associated with annual administrative and maintenance costs for the OSIIS system. OSDH shall establish and maintain such records as necessary to document the costs associated with all services provided.

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4; and Article IX, Sections 9.0, 9.1 and 9.2
2. OHCA shall reimburse OSDH for costs associated with annual administrative and maintenance costs for the OSIIS system to obtain an accounting of the SoonerCare eligible children who are being immunized state wide. Reimbursement shall be made in accordance with the Cost Methodology Plan for allowable costs claimed by OSDH and approved by the OHCA. OSDH shall establish and maintain such records as necessary to document the costs associated with all services provided.
3. The following Cost Methodology Formula applies to this section of the contract - [# of children x match rate x \$4.59 per child x 0.50% SoonerCare administrative match rate]

**SCHEDULE I
PUBLIC HEALTH CLINIC PROVIDER CERTIFICATION FOR TITLE XIX
ADMINISTRATIVE SERVICES**

PURPOSE

The purpose of this schedule is to provide for certification of county and community public health clinic providers to perform SoonerCare family planning, maternity, and/or child health clinic services.

SCOPE OF WORK

1. The OSDH will complete inspections for adherence to Ambulatory Care Standards and SoonerCare approved family planning, maternity, and child health clinic policies and procedures.
2. The OSDH shall certify Health Department Clinics and clinics that are under contract with the OSDH. Upon written request from OHCA, the OSDH shall certify those clinics seeking to provide SoonerCare eligible services. OHCA shall first verify that the clinic is not certified by an approved accredited agency. Providers will be certified for four (4) years.
3. An Advance Practice Nurse(s) or Registered Nurse(s) and administrative staff will provide the certification visit. The OSDH will provide notification of the certification visit and a copy of the certification tool to the provider prior to the visit.
4. All findings will be noted in a final written report to be completed and forwarded to the provider within 30 days of the certification visit. The final written report will detail the provider's strengths, areas requiring improvement, and recommendations. The original written report will be kept on file for the four-year period at the OSDH's central office for access at any time by the OHCA.
5. Providers having five (5) or more "requirements" in a service area will be placed in a probationary status with a written corrective action plan requested. A corrective action plan shall be submitted to the OSDH by the provider within 30 days of receiving the written report. The corrective action plan shall contain identified requirements to be addressed and corrective actions the provider has taken to fully comply. Providers who do not comply in addressing all requirements through the corrective action plan may have their certification withdrawn. The OSDH shall notify OHCA within five (5) days of notification to the provider of a provider's inability to achieve compliance. Upon receipt of notification to withdraw Title 19 certification the OHCA shall make the final determination and advise the provider of the OHCA's appeal process.
6. Certification costs shall include the following: travel (to include mileage, per diem, hotel) and staff salary to include preparation for the visit, the visit and preparation of the written visit report.

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4 and Article IX, Sections 9.0, 9.1 and 9.2
2. The OSDH shall submit claims in accordance with the Cost Allocation Methodology submitted by the OSDH and approved by OHCA.

SCHEDULE J DENTAL SERVICES

PURPOSE

The purpose of this schedule is to provide dental SoonerCare compensable services to SoonerCare eligible members presenting for dental services at facilities operated by the OSDH that are not covered under a SoonerCare PCP contract.

SCOPE OF WORK

1. The OSDH shall provide coverage under the SoonerCare State Plan for dental services. The duration and scope of services covered by this contract are contained in the OHCA rules.
2. The OSDH shall ensure that claims submitted for payment are for services rendered by qualified providers.

PAYMENT

1. The State share match of costs associated with providing administrative services described herein is appropriated to OHCA. OHCA shall pay 100% of the actual expenditures incurred in accordance with the provisions of this schedule.
2. The OSDH shall submit claims in accordance with rates contained in appropriate fee schedules approved by the Rates and Standards Commission and/or the Cost Allocation Plan submitted by OSDH and approved by OHCA where applicable. Reimbursement shall apply only to those individuals determined by the OHCA to be eligible for SoonerCare services covered by this contract, except that claims may be filed when a determination of eligibility has not been made and failure to file a claim timely would jeopardize Federal funding.
3. OHCA shall pay OSDH for services rendered under this schedule in accordance with Article IX, Sections 9.0 and 9.6.

SCHEDULE K ADMINISTRATIVE CLAIMING

PURPOSE

The OSDH SoonerCare Administrative Claiming (MAC) initiative is intended to enable OSDH staff to accurately report their daily activities related to SoonerCare administrative activities that support the efficient and cost effective operation of the state SoonerCare program. The federal government allows entities that have an interagency agreement with the OHCA to perform a time study (either continuous or random moment) that reports the amount of time staff spend during a reporting period on SoonerCare administrative functions and activities.

SCOPE OF WORK

1. The OSDH captures activities through an automated Time and Effort (T&E) system available through the OSDH's intranet system.
2. Policy and procedures that define the operation of the Time and Effort system require that all of the OSDH's staff in both the central office as well as in all applicable CHD (CHDs) offices report 100% of their work time each month. Staff is required to report their activities in one-third hour increments throughout their work day. The results of the staff report activities on Time and Effort are utilized to report to grant funding entities and for financial reporting and billing purposes.
3. The T&E system is organized into a three level reporting schedule including Program Codes, Activity Codes and Task Codes.
4. The Program Code 475 includes the various programs provided and supported at the state and county level by the OSDH.
5. The existing Activity Codes include codes such as leave (annual, sick, compensatory, etc.), other specific programmatic support (direct and indirect), and general administration. The new set of Activity Codes previously established to specify the SoonerCare Administrative Activity will be used by any person performing SoonerCare Administrative activities during the time period reported. A summarized listing of the new activity codes and definitions is below however, a complete description and listing including examples shall be the official document the OSDH shall be responsible to adhere to and such document shall be reviewed and approved by OHCA on an annual basis.
 - a. 500: SoonerCare Outreach - Activities that inform staff, eligible or potentially eligible clients, their families, provider staff and/or the community about SoonerCare covered services and how to obtain them. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.
 - b. 501: Facilitating Access to Medicaid - Activities that assist an individual, member or their family in becoming eligible for SoonerCare or maintain eligibility for SoonerCare. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.
 - c. 502: Referral, Coordination and Monitoring of Medical Services - Activities include making referrals, coordinating or monitoring the delivery of physical or behavioral health services.

SCHEDULE K
ADMINISTRATIVE CLAIMING CONTINUED

- Linking individuals and families with physical or behavioral health services providers in order to plan or carry out and maintain a health service plan. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.
- d. 503: Skilled Professional Medical Personnel (SPMP) Referral, Coordination and Monitoring of Medical Services - Activities described in 502 when the activity performed requires their skilled medical expertise should use this code. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.
 - e. 504: Medical Provider Relations - Activities that include identifying potential SoonerCare providers that specialize in the treatment of complex physical or behavioral health needs and linking them with OHCA to facilitate SoonerCare provider enrollment.
 - f. 505: Program Planning, Development and Coordination Related to Medical Services - Activities that include planning and developing health related programs and services and the interagency and intra-agency coordination of those health related services. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.
 - g. 506: SPMP Program Planning, Development and Coordination Related to Medical Services - This code should be used by SPMP staff for activities described in 505 when the activity performed requires their skilled medical expertise. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.
 - h. 507: Transportation and Translation Assistance to Access Services - Activities include arranging specific support provisions such as transportation and translation assistance, which are necessary for an individual or family to access SoonerCare services. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.
 - i. 508: SoonerCare Specific Training - Activities that include coordinating, conducting or participating in training events and seminars for OSDH staff regarding the benefit of the SoonerCare program, how to assist individuals and families in accessing SoonerCare covered health services, and how to more effectively refer to SoonerCare covered services. Informing staff about how to find (early identification and intervention), screen and refer individuals to SoonerCare covered services. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.
 - j. 509: SPMP Medical Training - This code should be used by SPMP staff for training activities when the activity performed requires their skilled medical expertise. This code includes all related paperwork, clerical activities or staff travel time required to perform this activity.

SCHEDULE K
ADMINISTRATIVE CLAIMING CONTINUED

PAYMENT

1. The State share match of costs associated with providing the administrative SoonerCare compensable health care services described herein is appropriated to the OSDH and subject to the provisions stated in Article IV, Section 4.4. The OHCA will provide the Federal share matching funds. Reimbursement shall be made in accordance with the SoonerCare Cost Allocation Plan for allowable costs claimed by the OSDH, and approved by the OHCA and the U.S. Department of Health and Human Services, Divisions of Cost Allocation, as outlined in Article IX Sections 9.0, 9.1, and 9.2.
2. In consideration for payment for the performance of administrative SoonerCare compensable healthcare services the OSDH shall maintain a Cost Allocation Plan approved by the OHCA. Administrative costs must be detailed such that costs claimed as SoonerCare allowable can be clearly identified and comply with 2 CFR, Part 225. Costs will be allocated based upon the OSDH's Cost Allocation Plan as set forth in Subpart E of 45 CFR, Part 95, and approved by the OHCA. The OSDH shall establish and maintain such records as necessary to document the costs associated with all services provided.
3. The OSDH shall submit claims on a quarterly basis for the federal share of approved reimbursement under the cost allocation plan, in a format approved by OHCA. OHCA shall reimburse the OSDH for the federal share of its allowable administrative expenses providing sufficient grant award is available. Reimbursement will be made via direct deposit into a fund and account specified by the OSDH. The OSDH shall have the latter of (a) ninety (90) days from the end of the quarter or (b) ninety (90) days from the expiration of each separate contract period to submit invoices for payment.

SCHEDULE L
SOONERCARE APPLICATION ADMINISTRATIVE SERVICES

PURPOSE

The purpose of this schedule is to (a) facilitate the processing of SoonerCare applications for individuals suspected of having tuberculosis or who are pregnant, (b) to take and assist in the processing of applications for SoonerCare services and (c) to provide presentations and explanation of SoonerCare programs to potential members.

GENERAL PROVISION

It is understood that all duties and responsibilities delegated to the DHS (Oklahoma Department of Human Services) in relation to this schedule are described and outlined under a separate contract between the OSDH and DHS.

SCOPE OF WORK

1. The OSDH shall take the following SoonerCare applications and incur all the costs in taking the applications:
 - (a) Regular (long form) SoonerCare applications
 - (b) Shortened SoonerCare applications
 - (c) Presumptive eligibility applications for those infected persons with tuberculosis;
 - (d) Presumptive eligibility applications for pregnant woman;
 - (e) Breast and Cervical Cancer Treatment
 - (f) SoonerPlan Waiver Program
2. The OSDH agrees to make an OHCA approved SoonerCare presentation to all members who apply for assistance and who are eligible for the SoonerCare program.
3. The OSDH agrees to provide competent personnel who shall perform professional interviews of potential clients. The OSDH agrees that it shall perform interviews in accordance with DHS interviewing standards.
4. The OSDH shall obtain all information requested on the applications as is appropriate and upon written or oral request by DHS, the OSDH shall be required to verify the information on the application based on DHS standards.
5. The OSDH agrees that within five (5) working days all completed applications shall be submitted to the local DHS county office or DHS centralized eligibility unit. In the event an application form is returned by the DHS county office as uncompleted or unverified, the OSDH agrees to complete the application and or verification and incur the additional cost of doing so.
6. The OSDH agrees to timely provide guidance and materials pertaining to the presentation and explanation of SoonerCare programs.

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4.
2. The OSDH shall submit claims in accordance with the Cost Allocation Plan submitted by the OSDH and approved by OHCA for reporting expenditures incurred in rendering SoonerCare administrative services. The payment method for administrative expenses shall be invoiced and reimbursed in accordance with Schedule K (Administrative Claiming).

**SCHEDULE M
OKLAHOMA BREAST AND CERVICAL CANCER TREATMENT PROGRAM
ADMINISTRATIVE SERVICES**

The Parties agree to incorporate administrative expenses related to the Oklahoma Breast and Cervical Cancer Treatment Program (OBCCTP) as stated below:

SCOPE OF WORK

1. The OSDH will implement and maintain a statewide, toll free hotline for the purpose of providing the following OBCCTP services:
 - a. Outreach to potential SoonerCare members who are eligible for OBCCTP;
 - b. Assistance with SoonerCare eligibility
 - c. Assistance in the recruitment of SoonerCare providers
 - d. Referral to SoonerCare services
 - e. Maintaining an up-to-date list of certified screening providers.
2. The OSDH will provide a network of certified screening providers in all CHDs across the state to address the needs of women who were screened by providers who are not a part of the certified screening network. Women with abnormal breast or cervical results (regardless of where screening was performed) may seek assistance in the completion of applicable SoonerCare application and the certified screener will complete the certification statement.

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative support services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4.
2. The OSDH shall submit claims in accordance with the Cost Allocation Plan submitted by the OSDH and approved by OHCA for reporting expenditures incurred in rendering SoonerCare administrative services. The payment method for OBCCTP administrative expenses shall be invoiced and reimbursed in accordance with Schedule K (Administrative Claiming).

**SCHEDULE N
CITIZENSHIP STATUS ADMINISTRATIVE SERVICES**

PURPOSE

The purpose of this schedule is to assist the OHCA and the Oklahoma Department of Human Services (OKDHS) in verifying citizenship status of individuals seeking eligibility or SoonerCare as specified in OAC 317:35-5-25 and to assist the OSDH with the installation of the EVVE system in the Oklahoma Vital Records Registry located at the OSDH's Central Office.

SCOPE OF WORK

1. Vital Records Match

- a. The OHCA and OKDHS will utilize the file layout specified by the OSDH. Files will be transferred through secure exchange on a nightly basis (Monday – Friday).
- b. The following data elements are to be included on each record and data elements 1-6 are the minimum data elements required for a successful match:
 - 1) Applicant First Name
 - 2) Applicant Last Name
 - 3) Applicant Date of Birth
 - 4) Applicant County of Birth
 - 5) Sex/Gender of Applicant
 - 6) Mother's First Name
 - 7) Mother's Maiden Name
 - 8) Father's Surname
 - 9) Medicaid Case Number or ID
- c. The OSDH will process files provided by OHCA and attempt to match applicants to the Oklahoma Vital Records Registry. Each record will be marked whether a successful match was made.
- d. The OSDH will return the processed files on a daily basis.

2. EVVE Installation

- a. The OSDH shall contract with the National Association of Public Health Statistics and Information Systems (NAPHSIS) for the installation of the Electronic Verification of Vital Events (EVVE) system.
- b. The OHCA shall contract directly with NAPHSIS prior to being able to utilize the EVVE verification process. The EVVE system will allow the OHCA verify citizenship for individuals born in states other than Oklahoma.

PAYMENT

1. Vital Records Match

The OHCA will pay the OSDH \$5.00 for each record successfully matched through the nightly batch process or through any special data match requests.

2. EVVE Installation

OHCA will reimburse OSDH for the total costs not-to-exceed \$10,000.00 incurred to install EVVE including but not limited to the items listed below.

- a. NAPHSIS invoiced costs for installation,
- b. Information Technology (IT) staff time required in the installation process and
- c. any equipment purchased in order to assure successful implementation.

**SCHEDULE N
CITIZENSHIP STATUS ADMINISTRATIVE SERVICES CONTINUED**

3. The State share match of costs associated with providing the Medicaid compensable administrative services described under “Vital Records Match” is appropriated to OSDH and the State share match for the administrative services described under “EVVE Installation” is appropriated to the OHCA. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4; and Article IX, Sections 9.0, 9.1, 9.2.

**SCHEDULE O
FETAL AND INFANT MORTALITY REVIEW**

PURPOSE

The overall goal of Fetal and Infant Mortality (FIMR) review is to enhance the health and well-being of women, infants and families by improving the community resources and service delivery systems available to them. Through FIMR, key members of the community come together to review information from individual fetal and infant deaths. The purpose of these reviews is to identify the factors associated with these deaths, determine if they represent system problems that require change, develop recommendations for change and assist in the implementation of change.

SCOPE OF WORK

The OSDH shall:

1. OSDH will initially contract for FIMR projects in Oklahoma and Tulsa counties and expand to surrounding counties when indicated.
2. OSDH will hire a nurse, social worker, or other educated and trained healthcare professional (i.e. MD, DO, PA, etc.) to be the central office project manager for FIMR projects.

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4; and Article IX, Sections 9.0, 9.1, and 9.2.
2. OHCA shall reimburse OSDH for the annual costs of the FIMR projects. Reimbursement shall be made in accordance with the Cost Methodology Plan for allowable costs claimed by OSDH and approved by the OHCA. OSDH shall establish and maintain such records as necessary to document the costs associated with all services provided.
3. The following Cost Methodology Formula is based on the total FIMR programmatic costs. All actual and necessary expenditures (personnel, fringe, contractual, travel, supplies, support services, etc.) will be invoiced and applies to this section of the contract.

**SCHEDULE P
MEDICAID LINKAGE STATISTICIAN**

PURPOSE

Obtain data analysis of various projects developed by either the OHCA or OSDH related to prenatal care & delivery and child health & family planning along with associated outcome measures.

SCOPE OF WORK

The OSDH shall:

1. Employ a full-time equivalent (FTE) maternal and child health statistician responsible for the data analysis of various projects.
2. Utilize and access OHCA claims, prenatal vital records, and other information as needed to complete the various projects.

PAYMENT

1. The federal matching funds necessary to pay the salary and benefits of the FTE employed by the OSDH shall be provided by the OHCA.
2. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4; and Article IX, Sections 9.0, 9.1 and 9.2.
3. Reimbursement shall be made in accordance with the Cost Methodology Plan for allowable costs claimed by OSDH and approved by the OHCA. OSDH shall establish and maintain such records as necessary to document the costs associated with all services provided.
4. The following Cost Methodology Formula is based on the total Medicaid linkage programmatic costs. All actual and necessary expenditures (personnel, fringe, contractual, travel, supplies, support services, etc.) will be invoiced and applies to this section of the contract.

**SCHEDULE Q
ENVIRONMENTAL LEAD INVESTIGATIONS**

PURPOSE

OSDH will provide Environmental lead investigations pursuant to OAC 317:30-5-226 and OAC 317:35-5-25 for SoonerCare children with elevated blood lead levels.

SCOPE OF WORK

The OSDH shall perform a one-time investigation to determine the source of lead for a child diagnosed with elevated blood lead levels. These investigations shall be performed by a qualified Risk Assessor in accordance with rules established by the Oklahoma Department of Environmental Quality (DEQ).

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4.
2. The OSDH shall submit claims in accordance with rates contained in appropriate fee schedules approved by the Rates and Standards Commission and/or the Cost Allocation Methodology submitted by OSDH and approved by OHCA where applicable.
3. Reimbursement does not include testing of the water, soil or paint.
4. Reimbursement shall apply only to those individuals determined by the OHCA to be eligible for Title XIX services covered by this Agreement, except that claims may be filed when a determination of eligibility has not been made and failure to file a claim timely would jeopardize Federal funding.
5. OHCA shall pay the OSDH for services rendered under this schedule in accordance with Article IX, Sections 9.0, 9.3, 9.4, and 9.5.

SCHEDULE R
PERINATAL QUALITY IMPROVEMENT COLLABORATIVE

PURPOSE

To promote optimal perinatal health care for SoonerCare members through the development and implementation of quality improvement programs for SoonerCare contracted providers.

SCOPE OF WORK

The OSDH will work with the University of Oklahoma, Office of Perinatal Continuing Education (OPCE) to accomplish the project. The following are the objectives of the project:

1. Development and Implementation of Evidence Based Guidelines for Perinatal Health Care Providers including the following:
 - a. *Prioritization Process*—Develop method/process to phase-in guidelines, i.e. establish time frames with number of and specific guidelines to be researched.
 - b. *Research/Investigation*— Research guidelines identified in prioritization process and investigate potential methods and partnerships for data collection, quality measurement and incentives.
 - c. *Draft Guidelines*—Draft guidelines with refinement as needed based on evidence-based recommendations.
 - d. *Recommend*—Present research findings to Guidelines Workgroup/Committee and make recommendations for adoption.
 - e. *Educate*—Educate provider community on recommended guidelines and promote adoption and use.
2. The OSDH will provide time-tracking of activities specific to project.

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to the OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4; and Article IX, Sections 9.0, 9.1 and 9.2.
2. Reimbursement shall be made in accordance with the Cost Methodology Plan for allowable costs claimed by OSDH and approved by the OHCA. OSDH shall establish and maintain such records as necessary to document the costs associated with all services provided.
3. The following Cost Methodology Formula is based on the total Perinatal Quality Improvement Project costs. All actual and necessary expenditures (personnel, fringe, contractual, travel, supplies, support services, etc.) will be invoiced and applies to this section of the contract.

**AMENDMENT ONE
TO THE CONTRACT BETWEEN
OKLAHOMA HEALTH CARE AUTHORITY
AND
OKLAHOMA STATE DEPARTMENT OF HEALTH**

The Oklahoma Health Care Authority (OHCA) and Oklahoma State Department of Health (OSDH) hereby agree to amend the contract issued under purchase order number 20090618 as detailed below.

Section 8.5 is added as follows:

The parties acknowledge that the OSDH may receive an enhanced federal matching assistance percentage (FMAP) under the provisions of the American Recovery and Reinvestment Act of 2009. If the OSDH receives the enhanced match, the OSDH shall ensure that the eligibility standards, methodologies and procedures of its Medicaid-compensable program(s) are not made more restrictive than those in effect on July 1, 2008. In the event that enhanced FMAP is disallowed because of a violation of these requirements, the OSDH shall reimburse OHCA for the amount of the disallowance. For the purposes of this Amendment, "disallowance" includes any audit exception, disallowance, deferral or any other method used by the Federal government to recoup enhanced match. OHCA and OSDH shall cooperate in the defense of any disallowance claim arising in connection with this Amendment. The costs of such defense shall be borne by OSDH if the disallowance is a result of a violation of the above provisions. In the event of disagreement about the responsibility for the disallowance, the parties may agree to divide the costs of the legal defense so the parties' defense is not impaired by the disagreement.

EXECUTED:



Terry Cline, Ph.D., Commissioner of Health
Oklahoma State Department of Health

7/31/09
Date



Mike Fogarty, C.E.O.
Oklahoma Health Care Authority

8/7/09
Date

**AMENDMENT TWO
TO THE CONTRACT BETWEEN
OKLAHOMA HEALTH CARE AUTHORITY
AND
OKLAHOMA STATE DEPARTMENT OF HEALTH**

The Oklahoma Health Care Authority (OHCA) and Oklahoma State Department of Health (OSDH) hereby agree to amend the contract issued under purchase order number 20090618 as detailed below.

1. ARTICLE IV, Section 4.0 is replaced in its entirety with the following:

OHCA and the OSDH shall provide services pursuant to the following schedules:

Schedule	Services
Schedule A:	Children First Program Targeted Case Management and Nursing Assessment Services
Schedule B:	Children First Program Administrative Services
Schedule C:	Nurse Aide Registry
Schedule D:	Survey & Certification of Nursing Facilities
Schedule E:	Clinical Services and Case Management For Tuberculosis Infected Persons
Schedule F:	Maternity, Child Health Check-Up, and Family Planning Clinical Services & SoonerPlan Program
Schedule G:	Early Intervention Services
Schedule H:	Immunization Reporting System Administrative Services
Schedule I:	Public Health Clinic Provider Certification for Title XIX Administrative Services
Schedule J:	Dental Services
Schedule K:	Administrative Claiming
Schedule L:	SoonerCare Applications Administrative Services
Schedule M:	Oklahoma Breast and Cervical Cancer Treatment Program Administrative Services
Schedule N:	Citizenship Status Administrative Services
Schedule O:	Fetal and Infant Mortality Review
Schedule P:	Medicaid Linkage Statistician
Schedule Q:	Environmental Lead Investigations
Schedule R:	Perinatal Quality Improvement Collaborative
Schedule S:	ABCD III Grant - Connecting the Docs: Improving Care Coordination and Delivery of Developmental Screening and Referral Services in Oklahoma

2. The OHCA applied and was accepted to participate in the National Academy for State Health Policy (NASHP) and The Commonwealth Fund's consortium "Assuring Better Child Health and Development III: Creating Efficient Systems Linkages to Support Child Development (ABCDIII). Funding for this project is scheduled to be available until October 31, 2012, however it is not guaranteed.

The OHCA will draw matching Federal Medicaid funds in an amount equal to the funds it receives from the NASHP and Commonwealth Fund.

3. Schedule S will be maintained in this contract for the duration of the OHCA's participation in the Commonwealth Fund's ABCDIII Grant "Connecting the Docs." The total amount available for this Schedule will be determined and detailed during the renewal process of this contract. Details regarding the services to be provided by the OSDH are found in below (See Attachment A).

EXECUTED:



Terry Cline, Ph.D., Commissioner of Health
Oklahoma State Department of Health

1/4/10
Date



Mike Fogarty, C.E.O.
Oklahoma Health Care Authority

1/7/10
Date

SCHEDULE S

Connecting the Docs: Improving Care Coordination and Delivery of Developmental Screening and Referral Services in Oklahoma

PURPOSE

The purpose of this schedule is to provide primary activities related to the ABCD III Grant (*Connecting the Docs*), an initiative aimed at advancing systemic improvements focused on improving outcomes for young children with and at risk for developmental delays. *Connecting the Docs* is designed to support achievement of two primary goals: 1) increase referral rates for SoonerCare children with positive screens or identified risk factors; and, 2) improve care coordination among primary care providers serving SoonerCare children.

SCOPE OF WORK

1. The Oklahoma State Department of Health, Child Guidance program will facilitate the implementation of the OHCA's ABCD III grant. The OSDH will partner with the OHCA, the Oklahoma State Department of Education (OSDE) SoonerStart Program, the Oklahoma University Health Sciences Center (OUHSC) Child Study Center and other stakeholders in the implementation of this project.
2. To the extent that project funds are available, the OSDH will purchase project related expenses such as travel, training, meeting rooms, light refreshments and marketing materials. Staff time spent directly on this project will be documented in the OSDH Time and Effort System.
3. OSDH Child Guidance staff in Garfield, Pottawatomie, Muskogee and Mayes Counties will be assigned to work 0.2 FTE to accomplish the following activities:
 - Participate in state level planning activities to develop an implementation plan for this project
 - Conduct a local needs assessment to determine the necessary technology for collecting, analyzing and linking data, as well as training needs for child guidance staff
 - Develop detailed action plans based on the needs assessment
 - Strengthen the referral process in primary care practices via meetings, developing handouts, gathering resource information and providing input into development of a tracking system
 - Develop a seamless referral and evaluation system for children who are identified through developmental screening and/or surveillance activities to assist families in accessing services that best meets their needs via coordinating referral and assessment processes between Child Guidance and SoonerStart program staff
 - Participate in data collection at the local level

4. The OSDH's Child Guidance Service Chief and the Director of Child Development will provide administrative support to the contract, maintain communication and coordination with the local county health department staff and assure data collection activities are completed.

PAYMENT

1. This Schedule shall have the following contract periods:
 - a. December 1, 2009 – June 30, 2010;
 - b. July 1, 2010 – June 30, 2011;
 - c. July 1, 2011 – June 30, 2012; and
 - d. July 1, 2012 – October 31, 2012

The total amount available for each of the contract periods shall be agreed upon by both parties based on estimated expenditures and fund availability.

2. OHCA shall pay 100% of the actual expenditures incurred by the OSDH not to exceed \$60,000.00 for the period December 1, 2009 – June 30, 2010 in accordance with the line-item budget submitted by the OSDH and approved by the OHCA.
3. Invoices will be submitted on a monthly basis.

**AMENDMENT THREE TO THE CONTRACT BETWEEN
OKLAHOMA HEALTH CARE AUTHORITY
AND
OKLAHOMA STATE DEPARTMENT OF HEALTH**

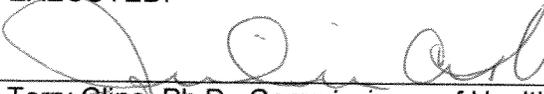
The Oklahoma Health Care Authority (OHCA) and Oklahoma State Department of Health (OSDH) hereby agree to amend the contract issued under purchase order number 20090618 as detailed below.

1. ARTICLE IV, Section 4.0 is replaced in its entirety with the following:
OHCA and the OSDH shall provide services pursuant to the following schedules:

Schedule	Services
Schedule A:	Children First Program Targeted Case Management and Nursing Assessment Services
Schedule B:	Children First Program Administrative Services
Schedule C:	Nurse Aide Registry
Schedule D:	Survey & Certification of Nursing Facilities
Schedule E:	Clinical Services and Case Management For Tuberculosis Infected Persons
Schedule F:	Maternity, Child Health Check-Up, and Family Planning Clinical Services & SoonerPlan Program
Schedule G:	Early Intervention Services
Schedule H:	Immunization Reporting System Administrative Services
Schedule I:	Public Health Clinic Provider Certification for Title XIX Administrative Services
Schedule J:	Dental Services
Schedule K:	Administrative Claiming
Schedule L:	SoonerCare Applications Administrative Services
Schedule M:	Oklahoma Breast and Cervical Cancer Treatment Program Administrative Services
Schedule N:	Citizenship Status Administrative Services – SFY09 Only
Schedule O:	Fetal and Infant Mortality Review
Schedule P:	Medicaid Linkage Statistician
Schedule Q:	Environmental Lead Investigations
Schedule R:	Perinatal Quality Improvement Collaborative
Schedule S:	ABCD III Grant - Connecting the Docs: Improving Care Coordination and Delivery of Developmental Screening and Referral Services in Oklahoma

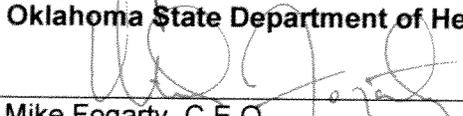
2. Eliminate Schedule S "ABCD III Grant - Connecting the Docs: Improving Care Coordination and Delivery of Developmental Screening and Referral Services in Oklahoma" from this contract and reduce the not-to-exceed amount for the following periods:
- December 1, 2009 – June 30, 2010 by \$30,000.00 from \$60,000.00 to \$30,000.00.
 - July 1, 2010 – June 30, 2011 by \$120,000.00 from \$120,000.00 to \$0.00.

EXECUTED:



Terry Cline, Ph.D., Commissioner of Health
Oklahoma State Department of Health

10/6/10
Date



Mike Fogarty, C.E.O.

Oklahoma Health Care Authority

10/11/10
Date

**Amendment Four – State Fiscal Year 2013
To the Interagency Agreement Between
OKLAHOMA HEALTH CARE AUTHORITY
And
OKLAHOMA STATE DEPARTMENT OF HEALTH**

The Oklahoma Health Care Authority (OHCA) and the Oklahoma State Department of Health (OSDH) hereby agree to amend the Interagency Agreement executed in January of 2009 for the purpose of revising provisions related to advancement of state share funds. Full execution of this Amendment on or before May 31, 2012 rescinds the termination of the Agreement effected by OHCA's letter of May 4, 2012.

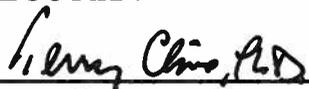
The Agreement is amended as follows:

Article IX, Section 9.5 is deleted in its entirety and replaced with the following:

9.5 *OHCA shall reimburse provider claims for the services listed in Schedules A, E, F, G, and Q only after receiving monthly estimated state share matching funds. Monthly state match amounts due shall be set at one-third (1/3) of the total dollar amount of the previous three complete months of claims multiplied by the applicable state match rates. OHCA shall invoice OSDH according to the schedule shown in Attachment A for SFY 2013. If OHCA receives the state share funds on or before the date shown each month in Attachment A, OHCA shall make provider payments as shown. If state share funds are not received, OHCA shall make no provider payments until the estimated state share funds are received. OHCA shall send OSDH an updated Attachment A by June 1 each fiscal year and may modify the attachment at any time with 30 days' notice to OSDH. OHCA shall reconcile estimated state share amounts to actual amounts quarterly and shall show this reconciliation on the invoice issued in the month following the end of the quarter.*

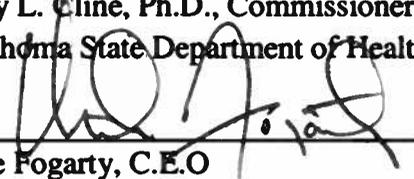
This Amendment shall be effective beginning July 4, 2012. No other terms or provisions of the Agreement are changed or affected.

EXECUTED:



Terry L. Cline, Ph.D., Commissioner
Oklahoma State Department of Health

5-25-2012
Date



Mike Fogarty, C.E.O
Oklahoma Health Care Authority

6-4-12
Date

ATTACHMENT A
To
Amendment One SFY 2013

INVOICE AND FUNDS RECEIPT DATES FOR SFY 2013

Monthly invoices sent to OSDH on this date:	Funds must be received by OHCA on or before this date:	For provider claims to be paid on this date:
June 25, 2012	July 5, 2012	July 11, 2012
July 18, 2012	July 25, 2012	August 1, 2012
August 22, 2012	August 29, 2012	September 5, 2012
September 19, 2012	September 26, 2012	October 3, 2012
October 24, 2012*	October 31, 2012	November 7, 2012
November 21, 2012	November 28, 2012	December 5, 2012
December 19, 2012	December 26, 2012	January 2, 2013
January 23, 2013*	January 30, 2013	February 6, 2013
February 20, 2013	February 27, 2013	March 6, 2013
March 20, 2013	March 27, 2013	April 3, 2013
April 17, 2013*	April 24, 2013	May 1, 2013
May 22, 2013	May 29, 2013	June 5, 2013
June 19, 2013	June 26, 2013	July 3, 2013

*These invoices will include quarterly reconciliation of estimated amounts to actual amounts owed.

STATE OF OKLAHOMA

- 1. White - Vendor's Copy
- 2. Green - OSF Copy
- 3. Canary - OSF Copy
- 4. Pink - Department Copy
- 5. Gold - Controlling Board Copy

**CONTRACT
(PURCHASE ORDER)**

DELIVER ON OR BEFORE 7/1/2008
TERMS

DATE 7/1/2008	AGENCY PURCHASE ORDER NO. 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
-------------------------	--	------------	------------------------------------

TO:
OKLA STATE DEPT OF HEALTH
FINANCIAL MGMT SVCS - ROOM 312
1000 NE 10TH STREET
OKLAHOMA CITY, OK 73117

FEI/SS NUMBER:
73601798734002

FROM:
OK Health Care Authority
ATTN: Purchasing
P.O. Box 18299
Oklahoma City, OK 73154-0299

SHIP TO (IF DIFFERENT):
PRIMARY
Oklahoma Health Care Auth
2401 NW 23rd Street
Suite 1-A
Oklahoma City, OK 73107

FUND	AGENCY	ACCOUNT	SUB-ACTIVITY	COST CENTER	OBJECT	AMOUNT
200		0930	01	5157	3160	

Exempted from state sales tax by Title 68, section 1356(a), of the Oklahoma Statutes. **TOTAL AMOUNT**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	322,390.00	Each	INTERAGENCY AGREEMNT-NURSE AID THE PURPOSE OF THIS CONTRACT IS: (A) TO ENSURE THAT PERSONS BEING SERVED BY THE OSDH RECEIVE APPROPRIATE HEALTH CARE AS COMPENSABLE UNDER THE OKLAHOMA MEDICAID PROGRAM (SOONERCARE); (B) TO ASSIST OHCA IN PROVIDING HEALTH-CARE SERVICES TO PERSONS ELIGIBLE UNDER SOONERCARE; (C) TO ASSIST THE OHCA AS THE DESIGNATED SINGLE STATE MEDICAID AGENCY IN MEETING FEDERAL AND STATE REQUIREMENTS. SCHEDULE C - NURSE AID REGISTRY	1.00	322,390.00
2	6,411,209.00	Each	SCHEDULE D - SURVEY & CERT	1.00	6,411,209.00
3	400,000.00	Each	SCHEDULE D - SURVEY & CERT	1.00	400,000.00

STATE OF OKLAHOMA

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- 3. Canary - OSF Copy
- 4. Pink - Department Copy
- 5. Gold - Controlling Board Copy

CONTRACT
(PURCHASE ORDER)

DELIVER ON OR BEFORE 7/1/2008

TERMS

DATE 7/1/2008	AGENCY PURCHASE ORDER NO. 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
------------------	---------------------------------------	------------	-----------------------------

4	10,000.00	Each	SCHEDULE N CITIZENSHIP STATUS CONTRACT PERIOD: 7/1/08-6/30/09 AGENCY CONTACT: THERESA ISENHOUR 405-522-7264	1.00	10,000.00
5	332,081.00	Each	NURSE AIDE REGISTRY CONTRACT PERIOD: 7/1/09-6/30/10	1.00	332,081.00
6	6,611,000.00	Each	SCHEDULE D SURVEY & CERT CONTRACT PERIOD: 7/1/09-6/30/10	1.00	6,611,000.00
7	400,000.00	Each	SCHEDULE D SURVEY & CERT CONTRACT PERIOD: 7/1/09-6/30/10	1.00	400,000.00
8	30,000.00	Each	SCHEDULE S CONNECTING THE DOCS DECEMBER 1, 2009-JUNE30, 2010	1.00	30,000.00
9	332,081.00	Each	FY11 SCHEDULE C NURSE AIDE REGISTRY CONTRACT PERIOD JULY 1, 2010-JUNE 30, 2011	1.00	332,081.00
10	6,611,000.00	Each	FY11 SCHEDULE D SURVEY & CERT CONTRACT PERIOD JULY 1, 2010-JUNE 30, 2011	1.00	6,611,000.00
11	400,000.00	Each	SCHEDULE D SURVEY CERT FOR 10 SURVEYORS CONTRACT PERIOD: JULY 1, 2010-JUNE 30, 2011	1.00	400,000.00
12	0.00	Each	FY11 SCHEDULE S CONNECTING THE DOCS CONTRACT PERIOD: JULY 1, 2010-JUNE 30, 2011	0.00	0.00

STATE OF OKLAHOMA

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- 4. Pink - Department Copy
- 5. Gold - Controlling Board Copy

CONTRACT
(PURCHASE ORDER)

DELIVER ON OR BEFORE
7/1/2008

TERMS

DATE 7/1/2008	AGENCY PURCHASE ORDER NO. 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
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Total Amount: 21,859,761.00

Unless otherwise indicated
All Prices are F.O.B. Destination

Prices Exclusive of Federal Tax

<p>VENDORS READ AND FOLLOW CLOSELY</p> <ul style="list-style-type: none"> 1. Send not less than 3 copies of Invoice to Department. 2. ALL Invoices must carry the Purchase Order number. 3. Charge Items furnished to the Department specified. 4. Prepay all transportation charges unless otherwise stated. 5. State is NOT subject to Federal Excise Tax. 	<p>OSF USE ONLY</p> <p>Audited By: _____</p>	<p>I certify I am authorized to order for this agency and that funds for payment of this order are available.</p> <p>BY: <u>Beth Vautour</u></p> <p>TITLE: <u>Dir of Legal Op</u></p>
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Purchase Order

Health Care Authority
 OKLAHOMA HEALTH CARE AUTHORITY
 2401 NW 23 STREET, STE 1A
 OKLAHOMA CITY OK 73107

Vendor: 0000000340
 OKLAHOMA STATE DEPARTMENT OF HEALTH
 FINANCIAL MANAGEMENT SERVICES
 1000 NE 10TH ST
 OKLAHOMA CITY OK 73117-1207

CHANGE ORDER

Dispatch via Print

Purchase Order 8079001647	Date 06/26/2011	Revision 1 - 03/13/2012	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination	Ship Via Common	
Buyer Vickie J. Kersey	Phone 405/522-7483	Currency USD	

Ship To: OKLAHOMA HEALTH CARE AUTHORITY
 2401 NW 23 STREET, STE 1A
 OKLAHOMA CITY OK 73107

Bill To: OKLAHOMA HEALTH CARE AUTHORITY
 PURCHASING UNIT
 P.O. BOX 18299
 OKLAHOMA CITY, OK 731540299

Tax Exempt? Y Tax Exempt ID: 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	85101705 / 1000004672	SERVICE:Health care management	1.0000	A8	332,081.0000	332,081.00	06/26/2011
------	-----------------------	--------------------------------	--------	----	--------------	------------	------------

THE OSDH WILL MAINTAIN A NURSE AIDE REGISTRY.
 EXERCISING 4TH RENEWAL OPTION. SIX ONE-YEAR RENEWAL OPTIONS REMAINING.
 CONTRACT PERIOD: JULY 1, 2011 THRU JUNE 30, 2012

2- 1	85101705 / 1000004672	SERVICE:Health care management	1.0000	A8	7,011,000.0000	7,011,000.00	06/26/2011
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OSDH SHALL CONDUCT SURVEYS AND INSPECTIONS OF HEALTH CARE FACILITIES.
 EXERCISING 4TH RENEWAL OPTION. SIX ONE-YEAR RENEWAL OPTIONS REMAINING.
 CONTRACT PERIOD: JULY 1, 2011 THRU JUNE 30, 2012

3- 1	85101705 / 1000004672	SERVICE:Health care management	1.0000	A8	332,081.0000	332,081.00	03/13/2012
------	-----------------------	--------------------------------	--------	----	--------------	------------	------------

EXERCISING 5TH RENEWAL OPTION. FIVE ONE-YEAR RENEWAL OPTIONS REMAINING.
 CONTRACT PERIOD: JULY 1, 2012 THRU JUNE 30, 2013.

(NAR)

4- 1	85101705 / 1000004672	SERVICE:Health care management	1.0000	A8	7,011,000.0000	7,011,000.00	03/13/2012
------	-----------------------	--------------------------------	--------	----	----------------	--------------	------------

EXERCISING 5TH RENEWAL OPTION. FIVE ONE-YEAR RENEWAL OPTIONS REMAINING.
 CONTRACT PERIOD: JULY 1, 2012 THRU JUNE 30, 2013

(Survey & Cert.)

Total PO Amount

14,686,162.00

COMMENTS:

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.

Authorized Signature



Purchase Order

Health Care Authority
OKLAHOMA HEALTH CARE AUTHORITY
2401 NW 23 STREET, STE 1A
OKLAHOMA CITY OK 73107

Vendor: 0000000340
OKLAHOMA STATE DEPARTMENT OF HEALTH
FINANCIAL MANAGEMENT SERVICES
1000 NE 10TH ST
OKLAHOMA CITY OK 73117-1207

CHANGE ORDER		Dispatch via Print	
Purchase Order	Date	Revision	Page
8079001647	06/26/2011	1 - 03/13/2012	2
Payment Terms	Freight Terms	Ship Via	
0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Vickie J. Kersey	405/522-7483	USD	

Ship To: OKLAHOMA HEALTH CARE AUTHORITY
2401 NW 23 STREET, STE 1A
OKLAHOMA CITY OK 73107

Bill To: OKLAHOMA HEALTH CARE AUTHORITY
PURCHASING UNIT
P.O. BOX 18299
OKLAHOMA CITY, OK 731540299

Tax Exempt? Y Tax Exempt ID: 738017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:

- 1) Monitoring and auditing supplier performance,
- 2) The periodic review of interim reports, or other indications of performance, and
- 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.

D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.

E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.

F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.

G. The purchase of the nonprofessional or professional services is justified, and

H. The contract contains provisions that are required by 74 O.S. Section 85.41.

NOTE:

This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

OHCA AGENCY CONTACT: Beverly Blake (405) 522-7587

3/13/12 Change Order
Added lines three and four onto PO for FY13.
SHouck

Authorized Signature

Beth VanHorn

STATE OF OKLAHOMA

CONTRACT
(PURCHASE ORDER)

DELIVER ON OR BEFORE
7/1/2008

TERMS

- 1. White - Vendor's Copy
- 2. Green - OSF Copy
- 3. Canary - OSF Copy
- 4. Pink - Department Copy
- 5. Gold - Controlling Board Copy

DATE 7/1/2008	AGENCY PURCHASE ORDER NO. 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
------------------	---------------------------------------	------------	-----------------------------

TO:
OKLA STATE DEPT OF HEALTH
FINANCIAL MGMT SVCS - ROOM 312
1000 NE 10TH STREET
OKLAHOMA CITY, OK 73117

FBI/SS NUMBER:
73601798734002

FROM:
OK Health Care Authority
ATTN: Purchasing
P.O. Box 18299
Oklahoma City, OK 73154-0299

SHIP TO (IF DIFFERENT):
PRIMARY
Oklahoma Health Care Auth
4545 N. Lincoln
Suite 124
Oklahoma City, OK 73105

FUND	AGENCY	ACCOUNT	SUB-ACTIVITY	COST CENTER	OBJECT	AMOUNT
200		0930	01	5157	3160	

Exempted from state sales tax by Title 68, section 1356(a), of the Oklahoma Statutes. **TOTAL AMOUNT**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	322,390.00	Each	INTERAGENCY AGREEMNT-NURSE AID THE PURPOSE OF THIS CONTRACT IS: (A) TO ENSURE THAT PERSONS BEING SERVED BY THE OSDH RECEIVE APPROPRIATE HEALTH CARE AS COMPENSABLE UNDER THE OKLAHOMA MEDICAID PROGRAM (SOONERCARE); (B) TO ASSIST OHCA IN PROVIDING HEALTH-CARE SERVICES TO PERSONS ELIGIBLE UNDER SOONERCARE; (C) TO ASSIST THE OHCA AS THE DESIGNATED SINGLE STATE MEDICAID AGENCY IN MEETING FEDERAL AND STATE REQUIREMENTS. SCHEDULE C - NURSE AID REGISTRY	1.00	322,390.00
2	5,561,000.00	Each	SCHEDULE D - SURVEY & CERT	1.00	5,561,000.00
3	400,000.00	Each	SCHEDULE D - SURVEY & CERT	1.00	400,000.00

STATE OF OKLAHOMA

CONTRACT
(PURCHASE ORDER)

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DELIVER ON OR BEFORE
7/1/2008

TERMS

DATE 7/1/2008	AGENCY PURCHASE ORDER NO. 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
------------------	---------------------------------------	------------	-----------------------------

4	10,000.00	Each	SCHEDULE N CITIZENSHIP STATUS CONTRACT PERIOD: 7/1/08-6/30/09 AGENCY CONTACT: THERESA ISENHOUR 405-522-7264	1.00	10,000.00
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Total Amount: 6,293,390.00

Unless otherwise indicated
All Prices are F.O.B. Destination

Prices Exclusive of Federal Tax

VENDORS READ AND FOLLOW CLOSELY

- 1. Send not less than 3 copies of Invoice to Department.
- 2. All Invoices must carry the Purchase Order number.
- 3. Charge items furnished to the Department specified.
- 4. Prepay all transportation charges unless otherwise stated.
- 5. State is NOT subject to Federal Excise Tax.

OSF USE ONLY

Audited
By: _____

I certify I am authorized to order for this agency and that funds for payment of this order are available.

BY: Beth VanHorn
TITLE: Dir of Legal Ops

STATE OF OKLAHOMA

CONTRACT
(PURCHASE ORDER)

- 1. White - Vendor's Copy
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- 3. Canary - OSF Copy
- 4. Pink - Department Copy
- 5. Gold - Controlling Board Copy

DELIVER ON OR BEFORE 7/1/2008
TERMS

DATE 7/1/2008	AGENCY PURCHASE ORDER NO. 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
------------------	---------------------------------------	------------	-----------------------------

TO:
OKLA STATE DEPT OF HEALTH
FINANCIAL MGMT SVCS - ROOM 312
1000 NE 10TH STREET
OKLAHOMA CITY, OK 73117

FEI/SS NUMBER:
73601798734002

FROM:
OK Health Care Authority
ATTN: Purchasing
P.O. Box 18299
Oklahoma City, OK 73154-0299

SHIP TO (IF DIFFERENT):
PRIMARY
Oklahoma Health Care Authr
4545 N. Lincoln
Suite 124
Oklahoma City, OK 73105

FUND	AGENCY	ACCOUNT	SUB-ACTIVITY	COST CENTER	OBJECT	AMOUNT
200		0930	01	5157	3160	
Exempted from state sales tax by Title 68, section 1356(a), of the Oklahoma Statutes.					TOTAL AMOUNT	

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	322,390.00	Each	INTERAGENCY AGREEMNT-NURSE AID THE PURPOSE OF THIS CONTRACT IS: (A) TO ENSURE THAT PERSONS BEING SERVED BY THE OSDH RECEIVE APPROPRIATE HEALTH CARE AS COMPENSABLE UNDER THE OKLAHOMA MEDICAID PROGRAM (SOONERCARE); (B) TO ASSIST OHCA IN PROVIDING HEALTH-CARE SERVICES TO PERSONS ELIGIBLE UNDER SOONERCARE; (C) TO ASSIST THE OHCA AS THE DESIGNATED SINGLE STATE MEDICAID AGENCY IN MEETING FEDERAL AND STATE REQUIREMENTS. SCHEDULE C - NURSE AID REGISTRY	1.00	322,390.00
2	6,044,069.00	Each	SCHEDULE D - SURVEY & CERT	1.00	6,044,069.00
3	400,000.00	Each	SCHEDULE D - SURVEY & CERT	1.00	400,000.00

STATE OF OKLAHOMA

CONTRACT
(PURCHASE ORDER)

DELIVER ON OR BEFORE
7/1/2008

TERMS

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- 3. Canary - OSF Copy
- 4. Pink - Department Copy
- 5. Gold - Controlling Board Copy

DATE 7/1/2008	AGENCY PURCHASE ORDER NO. 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
------------------	---------------------------------------	------------	-----------------------------

4	10,000.00	Each	SCHEDULE N CITIZENSHIP STATUS CONTRACT PERIOD: 7/1/08-6/30/09 AGENCY CONTACT: THERESA ISENHOUR 405-522-7264	1.00	10,000.00
5	332,081.00	Each	NURSE AIDE REGISTRY CONTRACT PERIOD: 7/1/09-6/30/10	1.00	332,081.00
6	6,611,000.00	Each	SCHEDULE D SURVEY & CERT CONTRACT PERIOD: 7/1/09-6/30/10	1.00	6,611,000.00
7	400,000.00	Each	SCHEDULE D SURVEY & CERT CONTRACT PERIOD: 7/1/09-6/30/10	1.00	400,000.00

Total Amount: 14,119,540.00

Unless otherwise indicated
All Prices are F.O.B. Destination

Prices Exclusive of Federal Tax

VENDORS READ AND FOLLOW CLOSELY

- 1. Send not less than 3 copies of Invoice to Department.
- 2. ALL Invoices must carry the Purchase Order number.
- 3. Charge Items furnished to the Department specified.
- 4. Prepay all transportation charges unless otherwise stated.
- 5. State is NOT subject to Federal Excise Tax.

OSF USE ONLY

Audited
By: _____

I certify I am authorized to order for this agency and that funds for payment of this order are available.

BY: Beth Jantzen

TITLE: Dir of Legal Op

**STATE FISCAL YEAR 2010
RENEWAL OPTION
TO THE CONTRACT BETWEEN
OKLAHOMA HEALTH CARE AUTHORITY
AND
OKLAHOMA STATE DEPARTMENT OF HEALTH**

The Oklahoma Health Care Authority (OHCA) and Oklahoma State Department of Health (OSDH) hereby agree to renew and amend the contract issued under purchase order number 20090618. The parties acknowledge that this is the first of ten annual options to renew.

The contract shall be amended as follows:

1. The OSDH shall comply with SMDL (State Medicaid Director Letter) #09-001 (Attachment A) as applicable to the services provided by the OSDH under this contract;
2. The items struck through shall be deleted in their entirety from and the items underlined shall be added to Schedule F – Maternity, Child Health check Up, and Family Planning Clinical Services & SoonerPlan Program (See page 19 of the original contract). All other items shall remain as detailed in the original signed contract:
 - b. Child Health Check Ups will include a comprehensive health and developmental history, comprehensive unclothed physical examination, appropriate lab, health education and diagnosis and treatment in accordance with guidelines as outlined SoonerCare State Plan and Policy. A screening may be requested by an eligible member at any time and must be provided without regard to whether the member's age coincides with the established periodicity schedule. The following applies to the Child Health Check-Up Services.*
 - i. Provider Qualifications – a Provider must be a qualified licensed health care professional.*
 - ii. Service Unit – Completed Child Health Check-Ups as well as immunizations provided on the same day as the Child Health Check Up shall be billed on the appropriate CMS form (i.e. CMS 1500).*
 - iii. Complete documentation of all aspects of the Child Health Check-Up must be maintained. The use of OHCA Child Health Check-Up forms is recommended.*
 - ~~*iv. Place of Service – CHD, home or at another site in the community.*~~
 - ~~*v. Intended Members – All SoonerCare eligible children.*~~
5. *Child Health Services – When a SoonerCare eligible child presents to a CHD for treatment the CHD will provide needed services and bill as a Fee-for-Service activity.*
 - a. The following applies to Child Health Services:*

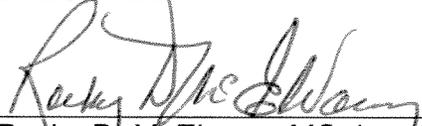
- i. *Provider Qualifications – Advanced Practice Nurse, Registered Nurse, Child Development Specialist, Speech Language Pathologist, Audiologist, Psychological Clinician, Clinical Social Worker, Nutritionist.*
 - ii. *Service Authorization – None*
 - ~~iii. *Place of Service – CHD, home or at another site in the community*~~
 - ~~iv. *Intended Members – SoonerCare traditional enrolled children and SoonerCare Choice enrolled children who are unable to obtain timely child health care from their assigned PCP.*~~
3. The items struck through below shall be deleted in their entirety from Schedule G – Early Intervention Services (See page 23 of the original contract). All other items shall remain as detailed in the original signed contract:

SCOPE OF WORK

- ~~1. *The Provider will verify whether children are SoonerCare eligible. For those SoonerCare eligible children who are not enrolled in SoonerCare, the Provider will confirm whether the child is current on child health screening in accordance with periodicity schedule and, if not, the Provider will arrange for a screening and bill SoonerCare fee-for-service using rates contained in appropriate fee schedules approved by the Rates and Standards Committee and/or the Cost Allocation Plan submitted by OSDH and approved by OHCA where applicable.*~~
- 4. The not-to-exceed amount for the period July 1, 2009 – June 30, 2010 for Schedule C Nurse Aide Registry is \$332,081.00 and Schedule D – Survey & Certification is \$7,011,000.00.

This renewal does not create nor enlarge any provisions of the existing contract but extends all services being performed under the current contract for the period July 1, 2009 through June 30, 2010 (SFY2010). With the exception of the modifications stated herein, no other terms or provisions of the contract are changed or affected.

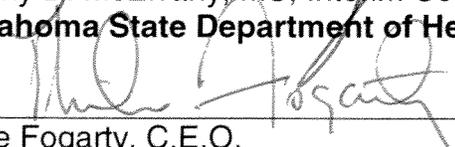
EXECUTED:



 Rocky D. McElvany, MS, Interim Commissioner of Health
Oklahoma State Department of Health

6/11/09

 Date



 Mike Fogarty, C.E.O.
Oklahoma Health Care Authority

 Date

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop S2-26-12
Baltimore, Maryland 21244-1850



Center for Medicaid and State Operations

SMDL #09-001

January 16, 2009

Dear State Medicaid Director:

The Center for Medicaid and State Operations (CMSO) is issuing this State Medicaid Director Letter to strengthen the integrity of the Medicaid program and help States reduce improper payments to providers. This letter advises States of their obligation to direct providers to screen their own employees and contractors for excluded persons. This letter specifically:

- (1) Clarifies Federal statutory and regulatory prohibitions regarding Medicaid payments for any items or services furnished or ordered by individuals or entities that have been excluded from participation in Federal health care programs;
- (2) Reminds States of the consequences for failure to prevent payments for items or services furnished or ordered by excluded individuals and entities;
- (3) Sets forth the Centers for Medicare & Medicaid Services' (CMS) policy with respect to States' responsibility to communicate to providers their obligation to screen employees and contractors for excluded individuals and entities both prior to hiring or contracting and on a periodic basis, and the manner in which overpayment calculations should be made; and
- (4) Identifies the List of Excluded Individuals/Entities (LEIE) as a resource providers may utilize to determine whether any of their employees and contractors has been excluded.

Background

The HHS Office of Inspector General (HHS-OIG) excludes individuals and entities from participation in Medicare, Medicaid, the State Children's Health Insurance Program (SCHIP), and all Federal health care programs (as defined in section 1128B(f) of the Social Security Act (the Act)) based on the authority contained in various sections of the Act, including sections 1128, 1128A, and 1156.

When the HHS-OIG has excluded a provider, Federal health care programs (including Medicaid and SCHIP programs) are generally prohibited from paying for any items or services furnished, ordered, or prescribed by excluded individuals or entities. (Section 1903(i)(2) of the Act; and 42 CFR section 1001.1901(b)) This payment ban applies to any items or services reimbursable under a Medicaid program that are furnished by an excluded individual or entity, and extends to:

- all methods of reimbursement, whether payment results from itemized claims, cost reports, fee schedules, or a prospective payment system;
- payment for administrative and management services not directly related to patient care, but that are a necessary component of providing items and services to Medicaid recipients, when those payments are reported on a cost report or are otherwise payable by the Medicaid program; and
- payment to cover an excluded individual's salary, expenses or fringe benefits, regardless of whether they provide direct patient care, when those payments are reported on a cost report or are otherwise payable by the Medicaid program.

In addition, no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded. (42 CFR section 1001.1901(b))

The listing below sets forth some examples of types of items or services that are reimbursed by Medicaid which, when provided by excluded parties, are not reimbursable* :

- Services performed by excluded nurses, technicians, or other excluded individuals who work for a hospital, nursing home, home health agency or physician practice, where such services are related to administrative duties, preparation of surgical trays or review of treatment plans if such services are reimbursed directly or indirectly (such as through a pay per service or a bundled payment) by a Medicaid program, even if the individuals do not furnish direct care to Medicaid recipients;
- Services performed by excluded pharmacists or other excluded individuals who input prescription information for pharmacy billing or who are involved in any way in filling prescriptions for drugs reimbursed, directly or indirectly, by a Medicaid program;
- Services performed by excluded ambulance drivers, dispatchers and other employees involved in providing transportation reimbursed by a Medicaid program, to hospital patients or nursing home residents;
- Services performed for program recipients by excluded individuals who sell, deliver or refill orders for medical devices or equipment being reimbursed by a Medicaid program;
- Services performed by excluded social workers who are employed by health care entities to provide services to Medicaid recipients, and whose services are reimbursed, directly or indirectly, by a Medicaid program;
- Services performed by an excluded administrator, billing agent, accountant, claims processor or utilization reviewer that are related to and reimbursed, directly or indirectly, by a Medicaid program;

* This list is drawn from the 1999 HHS-OIG Special Advisory Bulletin: The Effect of Exclusion From Participation in Federal Health Care Programs.

- Items or services provided to a Medicaid recipient by an excluded individual who works for an entity that has a contractual agreement with, and is paid by, a Medicaid program; and
- Items or equipment sold by an excluded manufacturer or supplier, used in the care or treatment of recipients and reimbursed, directly or indirectly, by a Medicaid program.

Consequences to States of Paying Excluded Providers

Because it is prohibited by Federal law from doing so, CMS shall make no payments to States for any amount expended for items or services (other than an emergency item or service not provided in a hospital emergency room) furnished under the plan by an individual or entity while being excluded from participation (unless the claim for payment meets an exception listed in 42 CFR section 1001.1901(c)). Any such payments actually claimed for Federal financial participation constitute an overpayment under sections 1903(d)(2)(A) and 1903(i)(2) of the Act, and are therefore subject to recoupment. It is thus incumbent on States to take all reasonable steps to prevent making payments that must ultimately be refunded to CMS.

Previous Guidance Regarding Preventing Payments For Goods and Services Furnished by Excluded Individuals and Entities

In a State Medicaid Director Letter issued on June 12, 2008, CMS notified States of their own obligation to attempt to determine whether an excluded individual has an ownership or control interest in an entity that is a Medicaid provider, and of States' obligation to report information regarding such excluded individuals to the HHS-OIG. In a State Medicaid Director Letter issued on March 17, 1999, and in a follow-up State Medicaid Director Letter issued on May 16, 2000 ("Medicare/Medicaid Sanction Reinstatement Report"), CMS described the HHS-OIG's authority to exclude persons based on actions taken by State Medicaid Agencies.

In the State Medicaid Director Letter dated May 16, 2000, CMS reminded States that the Medicare/Medicaid Sanction-Reinstatement Report, formerly known as HCFA Publication 69 and now replaced by the Medicare Exclusion Database (the MED) is a vital resource available to States for ascertaining and verifying whether an individual or entity is excluded and should not be receiving payments. The guidance also stated that the payment prohibition applies to any managed care organization contracting with an excluded party.

In a second State Medicaid Director Letter dated May 16, 2000 ("State's Obligation to notify the Department of Health and Human Services Office of Inspector General"), CMS reminded States of their responsibility to promptly notify the HHS-OIG of any action taken by a State to limit the ability of an individual or entity to participate in its program. *See* 42 CFR section 1002.3(b)(3).

Policy Clarification: States Should Advise Medicaid Providers to Screen for Exclusions

To further protect against payments for items and services furnished or ordered by excluded parties, States should advise all current providers and providers applying to participate in the Medicaid program to take the following steps to determine whether their employees and contractors are excluded individuals or entities:

- States should advise providers of their obligation to screen all employees and contractors to determine whether any of them have been excluded. States should communicate this obligation to providers upon enrollment and reenrollment.
- States should explicitly require providers to agree to comply with this obligation as a condition of enrollment.
- States should inform providers that they can search the HHS-OIG website by the names of any individual or entity.
- States should require providers to search the HHS-OIG website monthly to capture exclusions and reinstatements that have occurred since the last search.
- States should require that providers immediately report to them any exclusion information discovered.

This line of defense in combating fraud and abuse must be conducted accurately, thoroughly, and routinely. States must notify the HHS-OIG promptly of any administrative action the State takes against a provider for failure to comply with these screening and reporting obligations. *See* 42 CFR section 1002.3(b)(3). States can satisfy this obligation by communicating the relevant information to the appropriate Regional Office of the OIG Office of Investigations.

States also should inform providers that civil monetary penalties may be imposed against Medicaid providers and managed care entities (MCEs)[†] who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid recipients. (Section 1128A(a)(6) of the Act; and 42 CFR section 1003.102(a)(2))

Policy Clarification: Calculation of Overpayments to Excluded Individuals or Entities

As stated above, Federal health care programs, including Medicaid, are generally prohibited from paying for any items or services furnished, ordered, or prescribed by excluded individuals or entities. The amount of the Medicaid overpayment for such items or services is the actual amount of Medicaid dollars that were expended for those items or services. When Medicaid funds have been expended to pay an excluded individual's salary, expenses, or fringe benefits, the amount of the overpayment is the amount of those expended Medicaid funds. We recognize that there may be instances when the connection between expended Medicaid funds and the

[†] This State Medicaid Director Letter uses the term "managed care entity" to refer briefly to managed care organizations (MCOs), prepaid inpatient health plans, prepaid ambulatory health plans, and primary care case management (PCCM). States should not confuse this abbreviation with the statutory definition of managed care entity which only refers to MCOs and PCCMs. *See* section 1932(a)(1)(B) of the Act.

items or services furnished by the excluded individual or entity are too attenuated to trace. When such circumstances arise, the overpayment is no more than the amount which the State is certain was paid with Medicaid dollars.

Where Providers Can Look for Excluded Parties

While the MED is not readily available to providers, the HHS-OIG maintains the LEIE, a database accessible to the general public that provides information about parties excluded from participation in Medicare, Medicaid, and all other Federal health care programs. The LEIE website is located at <http://www.oig.hhs.gov/fraud/exclusions.asp> and is available in two formats. The on-line search engine identifies currently excluded individuals or entities. When a match is identified, it is possible for the searcher to verify the accuracy of the match using a Social Security Number (SSN) or Employer Identification Number (EIN). The downloadable version of the database may be compared against an existing database maintained by a provider. However, unlike the on-line format, the downloadable database does not contain SSNs or EINs.

Additionally, some States maintain their own exclusion lists, pursuant to 42 CFR section 1002.210 or State authority, which include individuals and entities whom the State has barred from participating in State government programs. States with such lists should remind providers that they are obligated to search their State list routinely whenever they search the LEIE.

Conclusion

We know you share our commitment to combating fraud and abuse. We all understand that provider enrollment is the first line of defense in this endeavor. If we strengthen our efforts to identify excluded parties, the integrity and quality of the Medicaid program will be improved, benefiting Medicaid recipients and taxpayers across the country.

If you have any questions or would like any additional information on this guidance, please direct your inquiries to Ms. Claudia Simonson, Centers for Medicare & Medicaid Services, Center for Medicaid and State Operations, Medicaid Integrity Group, 233 North Michigan Avenue, Suite 600, Chicago, Illinois 60601 or claudia.simonson@cms.hhs.gov. Thank you for your assistance in this important endeavor.

Sincerely,

/s/

Herb B. Kuhn
Deputy Administrator
Acting Director, Center for Medicaid and State Operations

Page 6 – State Medicaid Director

cc:

CMS Regional Administrators

CMS Associate Regional Administrators
Division of Medicaid and Children's Health

Ann C. Kohler
NASMD Executive Director
American Public Human Services Association

Joy Wilson
Director, Health Committee
National Conference of State Legislatures

Matt Salo
Director of Health Legislation
National Governors Association

Debra Miller
Director for Health Policy
Council of State Governments

Christie Raniszewski Herrera
Director, Health and Human Services Task Force
American Legislative Exchange Council

Barbara W. Levine
Chief, Government Relations and Legal Affairs
Association of State and Territorial Health Officials

STATE OF OKLAHOMA

- 1. White - Vendor's Copy
- 2. Green - OSF Copy
- 3. Canary - OSF Copy
- 4. Pink - Department Copy
- 5. Gold - Controlling Board Copy

CONTRACT
(PURCHASE ORDER)

DELIVER ON OR BEFORE
7/1/2008

TERMS

DATE 7/1/2008	AGENCY PURCHASE ORDER NO 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
------------------	--------------------------------------	------------	-----------------------------

TO:
OKLA STATE DEPT OF HEALTH
FINANCIAL MGMT SVCS - ROOM 312
1000 NE 10TH STREET
OKLAHOMA CITY, OK 73117

FBI/SS NUMBER:
73601798734002

FROM:
OK Health Care Authority
ATTN: Purchasing
P.O. Box 18299
Oklahoma City, OK 73154-0299

SHIP TO (IF DIFFERENT):
PRIMARY
Oklahoma Health Care Auth
4545 N. Lincoln
Suite 124
Oklahoma City, OK 73105

FUND	AGENCY	ACCOUNT	SUB-ACTIVITY	COST CENTER	OBJECT	AMOUNT
200		0930	01	5157	3160	

Exempted from state sales tax by Title 68, section 1356(a), of the Oklahoma Statutes.

TOTAL AMOUNT

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	322,390.00	Each	INTERAGENCY AGREEMNT-NURSE AID THE PURPOSE OF THIS CONTRACT IS: (A) TO ENSURE THAT PERSONS BEING SERVED BY THE OSDH RECEIVE APPROPRIATE HEALTH CARE AS COMPENSABLE UNDER THE OKLAHOMA MEDICAID PROGRAM (SOONERCARE); (B) TO ASSIST OHCA IN PROVIDING HEALTH-CARE SERVICES TO PERSONS ELIGIBLE UNDER SOONERCARE; (C) TO ASSIST THE OHCA AS THE DESIGNATED SINGLE STATE MEDICAID AGENCY IN MEETING FEDERAL AND STATE REQUIREMENTS. SCHEDULE C - NURSE AID REGISTRY	1.00	322,390.00
2	6,411,209.00	Each	SCHEDULE D - SURVEY & CERT	1.00	6,411,209.00
3	400,000.00	Each	SCHEDULE D - SURVEY & CERT	1.00	400,000.00

STATE OF OKLAHOMA

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CONTRACT
(PURCHASE ORDER)

DELIVER ON OR BEFORE
7/1/2008

IFRMS

DATE 7/1/2008	AGENCY PURCHASE ORDER NO 20090618	NEC. NO	AGENCY REQ. NO. 20090618
------------------	--------------------------------------	---------	-----------------------------

4	10,000.00	Each	SCHEDULE N CITIZENSHIP STATUS CONTRACT PERIOD: 7/1/08-6/30/09 AGENCY CONTACT: THERESA ISENHOUR 405-522-7264	1.00	10,000.00
5	332,081.00	Each	NURSE AIDE REGISTRY CONTRACT PERIOD: 7/1/09-6/30/10	1.00	332,081.00
6	6,611,000.00	Each	SCHEDULE D SURVEY & CERT CONTRACT PERIOD: 7/1/09-6/30/10	1.00	6,611,000.00
7	400,000.00	Each	SCHEDULE D SURVEY & CERT CONTRACT PERIOD: 7/1/09-6/30/10	1.00	400,000.00
8	60,000.00	Each	SCHEDULE S CONNECTING THE DOCS DECEMBER 1, 2009-JUNE30, 2010	1.00	60,000.00
9	332,081.00	Each	SCHEDULE C NURSE AIDE REGISTRY CONTRACT PERIOD JULY 1, 2010-JUNE 30, 2011	1.00	332,081.00
10	6,611,000.00	Each	SCHEDULE D SURVEY & CERT CONTRACT PERIOD JULY 1, 2010-JUNE 30, 2011	1.00	6,611,000.00
11	400,000.00	Each	SCHEDULE D SURVEY CERT FOR 10 SURVEYORS CONTRACT PERIOD: JULY 1, 2010-JUNE 30, 2011	1.00	400,000.00
12	120,000.00	Each	SCHEDULE S CONNECTING THE DOCS CONTRACT PERIOD: JULY 1, 2010-JUNE 30, 2011	1.00	120,000.00

STATE OF OKLAHOMA

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CONTRACT
(PURCHASE ORDER)

DELIVER ON OR BEFORE
7/1/2008

TERMS

DATE 7/1/2008	AGENCY PURCHASE ORDER NO. 20090618	N.E.C. NO.	AGENCY REQ. NO. 20090618
------------------	---------------------------------------	------------	-----------------------------

Total Amount: 22,009,761.00

Unless otherwise indicated
All Prices are F.O.B. Destination

Prices Exclusive of Federal Tax

VENDORS READ AND FOLLOW CLOSELY

- 1. Send not less than 3 copies of Invoice to Department
- 2. All Invoices must carry the Purchase Order number
- 3. Charge items furnished to the Department specified
- 4. Prepay all transportation charges unless otherwise stated
- 5. State is NOT subject to Federal Excise Tax

OSF USE ONLY

Audited
By _____

I certify I am authorized to order for this agency and that funds for payment of this order are available.

BY: Beth VanTien
TITLE: Dir. of Legal Ops



Purchase Order

Dispatch via Print

Health Care Authority
OKLAHOMA HEALTH CARE AUTHORITY
ATTN: RECEIVING
4545 N LINCOLN BLVD, # 39
OKLAHOMA CITY OK 73105

Purchase Order 8079001647	Date 06/26/2011	Revision	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination	Ship Via Common	
Buyer Vickie J. Kersey	Phone 405/522-7483	Currency USD	

Ship To: OKLAHOMA HEALTH CARE AUTHORITY
2401 NW 23 STREET, STE 1A
OKLAHOMA CITY OK 73107

Vendor: 0000000340
OKLAHOMA STATE DEPARTMENT OF HEALTH
FINANCIAL MANAGEMENT SERVICES
1000 NE 10TH ST
OKLAHOMA CITY OK 73117-1207

Bill To: OKLAHOMA HEALTH CARE AUTHORITY
PURCHASING UNIT
P.O. BOX 18299
OKLAHOMA CITY, OK 731540299

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	1000004672	SERVICE:Health care management	1.0000	A8	332,081.0000	332,081.00	06/26/2011

THE OSDH WILL MAINTAIN A NURSE AIDE REGISTRY.
EXERCISING 4TH RENEWAL OPTION. SIX ONE-YEAR RENEWAL OPTIONS REMAINING.
CONTRACT PERIOD: JULY 1, 2011 THRU JUNE 30, 2012

2- 1	1000004672	SERVICE:Health care management	1.0000	A8	7,011,000.0000	7,011,000.00	06/26/2011
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OSDH SHALL CONDUCT SURVEYS AND INSPECTIONS OF HEALTH CARE FACILITIES.
EXERCISING 4TH RENEWAL OPTION. SIX ONE-YEAR RENEWAL OPTIONS REMAINING.
CONTRACT PERIOD: JULY 1, 2011 THRU JUNE 30, 2012

Total PO Amount 7,343,081.00

COMMENTS:

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.
- C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
 - 1) Monitoring and auditing supplier performance,
 - 2) The periodic review of interim reports, or other indications of performance, and
 - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.
- D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.
- E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.
- F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.

Authorized Signature



Purchase Order

Dispatch via Print

Health Care Authority
OKLAHOMA HEALTH CARE AUTHORITY
ATTN: RECEIVING
4545 N LINCOLN BLVD, # 39
OKLAHOMA CITY OK 73105

Purchase Order 8079001647	Date 06/26/2011	Revision	Page 2
Payment Terms 0 Days	Freight Terms Free on board at Destination		Ship Via Common
Buyer Vickie J. Kersey	Phone 405/522-7483		Currency USD

Ship To: OKLAHOMA HEALTH CARE AUTHORITY
2401 NW 23 STREET, STE 1A
OKLAHOMA CITY OK 73107

Vendor: 0000000340

OKLAHOMA STATE DEPARTMENT OF HEALTH
FINANCIAL MANAGEMENT SERVICES
1000 NE 10TH ST
OKLAHOMA CITY OK 73117-1207

Bill To: OKLAHOMA HEALTH CARE AUTHORITY
PURCHASING UNIT
P.O. BOX 18299
OKLAHOMA CITY, OK 731540299

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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G. The purchase of the nonprofessional or professional services is justified,
and

H. The contract contains provisions that are required by 74 O.S. Section 85.41.

NOTE:

This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

AGENCY CONTACT: THERESA ISENHOUR (405) 522-7264

Authorized Signature

**AMENDMENT FIVE TO THE CONTRACT BETWEEN
OKLAHOMA HEALTH CARE AUTHORITY
AND
OKLAHOMA STATE DEPARTMENT OF HEALTH**

The Oklahoma Health Care Authority (OHCA) and Oklahoma State Department of Health (OSDH) hereby agree to amend the contract issued under purchase order number 8079001647 as detailed below.

1. ARTICLE IV, Section 4.0 is modified as follows:

OHCA and the OSDH shall provide services pursuant to the following schedules:

Schedule	Services
Schedule A:	Children First Program Targeted Case Management and Nursing Assessment Services
Schedule B:	Children First Program Administrative Services
Schedule C:	Nurse Aide Registry
Schedule D:	Survey & Certification of Nursing Facilities
Schedule E:	Clinical Services and Case Management For Tuberculosis Infected Persons
Schedule F:	Maternity, Child Health Check-Up, and Family Planning Clinical Services & SoonerPlan Program
Schedule G:	Early Intervention Services
Schedule H:	Immunization Reporting System Administrative Services
Schedule I:	Public Health Clinic Provider Certification for Title XIX Administrative Services
Schedule J:	Dental Services
Schedule K:	Administrative Claiming
Schedule L:	SoonerCare Applications Administrative Services
Schedule M:	Oklahoma Breast and Cervical Cancer Treatment Program Administrative Services
Schedule N:	Citizenship Status Administrative Services
Schedule O:	Fetal and Infant Mortality Review
Schedule P:	Medicaid Linkage Statistician
Schedule Q:	Environmental Lead Investigations
Schedule R:	Perinatal Quality Improvement Collaborative
Schedule S:	ABCD - III Grant Connecting the Dots: Improving Care Coordination and Delivery of Developmental Screening and Referral Services in Oklahoma
Schedule T	Lactation Support

2. Schedule C, Section 2.0 is amended as follows:

The OSDH shall submit a quarterly and annual report listing all newly approved nurse aide training and/or competency evaluation programs. The reports shall distinguish whether the program is employer based or non-employer based. The OSDH shall submit the report no later than thirty (30) days after the end of each quarter.

3. Schedule M is modified as follows:

Purpose

The purpose of this schedule is to incorporate administrative expenses related to the Oklahoma Breast and Cervical Cancer Treatment Program (OBCCTP) as stated in OAC 317:35-21-1 and below:

4. Schedule T is added as shown below:

**SCHEDULE T
LACTATION SUPPORT**

PURPOSE

Provide support to OSDH in the following initiatives to increase access to lactation services by SoonerCare members:

1. assisting Oklahoma birthing hospitals to attain “Baby-Friendly Hospital” (BFH) designation; and
2. deliver evidence-based breastfeeding training, education, ongoing support and resources to health care staff in birthing hospitals, clinical practices, and health care organizations across the State of Oklahoma to support and encourage breastfeeding..

SCOPE OF WORK

1. OSDH will
 - a. Recruit birthing hospitals each year to work toward the BFH designation by implementing four of the Ten Steps to Successful Breastfeeding.
 - b. Provide assistance and direction for the birthing hospitals to complete all the steps toward achieving the BFH Designation (4-D Pathway: Discovery, Development, Dissemination, and Designation).
 - c. Maintain and provide documentation of each hospital’s participation to verify progress and steps completed toward the BFH Designation.
 - a. Promote adoption of evidence-based breastfeeding policies to health care organizations
 - b. Provide training to staff in health care organizations (this is inclusive of hospitals) and ongoing education for all health care staff including physicians and clinicians;
 - c. Make available ongoing support, resources, and education in order to facilitate change in maternity care practices and policies;
2. Collaborate with additional partners as required in order to provide the following:
 - a. Plan and participate in a yearly event (e.g., meeting, webinar) for hospitals working to implement four of the Ten Steps to Successful Breastfeeding.
 - b. Establish criteria and make recommendations for participating hospitals to receive funds for accomplished BFH Oklahoma activities.
 - c. Provide assistance and direction for birthing hospitals to complete the steps for achieving the BFH designation during the term(s) of the contract.
 - d. Respond to and review activities, assess needs, and plan future activities regarding the provision of these services.
 - e. Develop an evaluation plan for the project.
3. Collect and report pre- and post-training data.
4. Provide quarterly and an annual progress report for both components

PAYMENT

1. The State share match of costs associated with providing the SoonerCare compensable administrative services described herein is appropriated to OSDH. All payments issued to the OSDH are subject to the provisions of Article IV, Section 4.4; and Article IX, Sections 9.0, 9.1 and 9.2.
2. Reimbursement shall be made in accordance with the Cost Methodology Plan for allowable costs claimed by OSDH and approved by OHCA. OSDH shall establish and maintain such records as necessary to document the costs associated with all services provided.
3. OHCA shall reimburse OSDH quarterly for costs associated with the Lactation Support Project in accordance with the following formula:
[Total Lactation Support Project costs X 64% (the percent of births covered by SoonerCare)
X 50% (Federal share).

EXECUTED:



Terry Cline, Ph.D., Commissioner of Health
Oklahoma State Department of Health

9/13/13

Date



Joel Nico Gomez, CEO
Oklahoma Health Care Authority

9/6/13

Date



Health Care Authority
 OKLAHOMA HEALTH CARE AUTHORITY
 2401 NW 23 STREET, STE 1A
 OKLAHOMA CITY OK 73107

Vendor: 0000000340
 OKLAHOMA STATE DEPARTMENT OF HEALTH
 FINANCIAL MANAGEMENT SERVICES
 1000 NE 10TH ST
 OKLAHOMA CITY OK 73117-1207

Purchase Order

CHANGE ORDER - REPRINT

Dispatch via Print

Purchase Order 8079001647	Date 06/26/2011	Revision 2 - 05/31/2013	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination		Ship Via Common
Buyer Vickie J. Kersey	Phone 405/522-7483		Currency USD

Ship To: OKLAHOMA HEALTH CARE AUTHORITY
 2401 NW 23 STREET, STE 1A
 OKLAHOMA CITY OK 73107

Bill To: OKLAHOMA HEALTH CARE AUTHORITY
 PURCHASING UNIT
 P.O. BOX 18299
 OKLAHOMA CITY, OK 731540299

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	85101705 / 1000004672	SERVICE:Health care management	1.0000	A8	332,081.0000	332,081.00	06/26/2011
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THE OSDH WILL MAINTAIN A NURSE AIDE REGISTRY.
 EXERCISING 4TH RENEWAL OPTION. SIX ONE-YEAR RENEWAL OPTIONS REMAINING.
 CONTRACT PERIOD: JULY 1, 2011 THRU JUNE 30, 2012

2- 1	85101705 / 1000004672	SERVICE:Health care management	1.0000	A8	7,011,000.0000	7,011,000.00	06/26/2011
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OSDH SHALL CONDUCT SURVEYS AND INSPECTIONS OF HEALTH CARE FACILITIES.
 EXERCISING 4TH RENEWAL OPTION. SIX ONE-YEAR RENEWAL OPTIONS REMAINING.
 CONTRACT PERIOD: JULY 1, 2011 THRU JUNE 30, 2012

3- 1	85101705 / 1000004672	SERVICE:Health care management	1.0000	A8	332,081.0000	332,081.00	03/13/2012
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EXERCISING 5TH RENEWAL OPTION. FIVE ONE-YEAR RENEWAL OPTIONS REMAINING.
 CONTRACT PERIOD: JULY 1, 2012 THRU JUNE 30, 2013.

4- 1	85101705 / 1000004672	SERVICE:Health care management	1.0000	A8	7,011,000.0000	7,011,000.00	03/13/2012
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EXERCISING 5TH RENEWAL OPTION. FIVE ONE-YEAR RENEWAL OPTIONS REMAINING.
 CONTRACT PERIOD: JULY 1, 2012 THRU JUNE 30, 2013

5- 1	80111709 / 1000009466	Service: General medical SoonerCare operations	1.0000	EA	7,343,081.0000	7,343,081.00	05/31/2013
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Renewal of contract for the period July 1, 2103 - June 30, 2014. This is the fifth of ten renewal options. There are five renewal options remaining.

Total Available for Schedule C - Maintenance of Nurse Aide Registry is \$332,081,000.00
 Total Available for Schedule D - Nursing Home Survey & Certification is \$7,011,000.00
 (\$6,611,000.00 is Title IXX and \$400,000.00 is Quality of Care fees).

Authorized Signature



Purchase Order

Health Care Authority
OKLAHOMA HEALTH CARE AUTHORITY
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OKLAHOMA CITY OK 73107

CHANGE ORDER - REPRINT

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Purchase Order	Date	Revision	Page
8079001647	06/26/2011	2 - 05/31/2013	2
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0 Days	Free on board at Destination	Common	
Buyer	Phone	Currency	
Vickie J. Kersey	405/522-7483	USD	

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Total PO Amount 22,029,243.00

COMMENTS:

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.
- C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
 - 1) Monitoring and auditing supplier performance,
 - 2) The periodic review of interim reports, or other indications of performance, and
 - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.
- D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.
- E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.
- F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.
- G. The purchase of the nonprofessional or professional services is justified, and
- H. The contract contains provisions that are required by 74 O.S. Section 85.41.

NOTE:

This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

OHCA AGENCY CONTACT: Beverly Blake (405) 522-7587

3/13/12 Change Order
Added lines three and four onto PO for FY13.
SHouck

5/9/13 Change Order
Decreased Line 3, Sched. 1 and added Line 3; Sch. 2 to make change in account code - per audit.
Changed from #531600 to #531170. SHouck, CPO

Authorized Signature



Purchase Order

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5/31/13 ts1 - Change Order #2 - Renewed contract for the period July 1, 2013 - June 30, 2014.

Authorized Signature