

UNIVERSITY OF OKLAHOMA – TULSA SCHOOL OF COMMUNITY MEDICINE’S
SOONER HEALTH ACCESS NETWORK AFFILIATED PROVIDER AGREEMENT

The Sooner Health Access Network Affiliated Provider Agreement (“Agreement”) is entered into on this _____ day of _____ by and between the Board of Regents of the University of Oklahoma (“OU”) and _____ (“Affiliated Provider”).

WHEREAS, OU has entered into the SoonerCare Health Access Network Provider Agreement (“HAN Agreement”) with Aetna Better Health of Oklahoma, Inc. (Aetna), incorporated herein by reference to create a Health Access Network (“HAN”) for the purpose of restructuring and improving the access, quality, and continuity of care for SoonerSelect Members (See definition below),

WHEREAS, OU is required under the HAN Agreement to identify and contract with a network of SoonerSelect Primary Care Providers (“PCPs”) in order to provide services to Members,

WHEREAS, it is hereby agreed between OU and Affiliated Provider Practice (defined below) that Affiliated Provider Practice shall participate in the HAN as a provider of health care services to Members.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and without exchange of any monetary compensation between the parties the parties agree that consideration for this Agreement is sufficient, and hereby agree to the following terms and conditions.

1 DEFINITIONS

- 1.1 Affiliated Provider Practice: a practice group of physicians and other healthcare providers who agree to participate in the HAN and provide health care services to Members.
- 1.2 Affiliated Provider Patient-Centered Medical Home: a SoonerSelect Primary Care Clinic certified as a Patient-Centered Medical Home by the OHCA. All Affiliated Provider Patient-Centered Medical Homes (“APPCMH”) are also Affiliated Provider Practices (“APPs”).
- 1.3 Affiliated Providers: refers to primary care providers.
- 1.4 Care Management/Care Coordination: the service provided by HAN Care Management staff to SoonerSelect Members with complex health and social needs who are designated by Aetna and require outreach, follow-up, and education and includes access to social services, pharmacy, and home health agencies in an effort to address larger community health issues. Care Management/Care Coordination is intended to augment, but not duplicate, the care coordination for which affiliated Primary Care Providers are responsible.
- 1.5 Care Managed Members: SoonerSelect Members with complex health and social care needs may include:
 - 1.5.1 Individuals with frequent Emergency Room (ER) utilization;
 - 1.5.2 Individuals with disease specific conditions for which evidence-based guidelines have been established by the Sooner HAN;
 - 1.5.3 Other individuals or populations as agreed on by Aetna and HAN.
- 1.6 Member: a person receiving SoonerSelect benefits who is enrolled with a SoonerSelect Patient-Centered Medical Home for primary care.
- 1.7 Provider: an individual practitioner, including each physician, nurse practitioner, or physician assistant, who is licensed to provide medical services in the State of Oklahoma, or a social or

healthcare service provider, who meets the requirements described in this Agreement and who has contracted with OU or through an Affiliated Provider Practice physician to provide health care services to Members.

- 1.8 Quality Improvement: the process designed to monitor and evaluate the quality and appropriateness of care and to improve care.
- 1.9 Agreement: this Health Access Network Agreement between HAN and Affiliated Provider Patient-Centered Medical Home, and any amendments, addendums, exhibits and attachments hereto.
- 1.10 Eligibility Roster: list of Members assigned to an Affiliated Provider Patient-Centered Medical Home by Aetna.
- 1.11 Health Access Network (HAN): a service organization that provides care management/care coordination, telemedicine online consultation and referral management software technology for improved access to specialty care and expanded quality improvement data and strategies to enhance the medical home capabilities of primary care providers and specialty providers who are Affiliated Providers.

2 OU's RESPONSIBILITIES

- 2.1 Provide orientation to Affiliated Provider Patient-Centered Medical Home about the services of the HAN and how to access the services.
- 2.2 Provide care management services to Members identified by Aetna as potentially benefitting from care management services and/or by analysis of data.
 - 2.2.1 HAN care managers or their designees will access community-wide health information exchange(s) to coordinate the care for SoonerSelect HAN members from Affiliated Providers.
 - 2.2.2 Coordinate with Affiliated Providers when a member is admitted and discharged from a hospital to the extent possible.
 - 2.2.3 HAN care managers will communicate with Affiliated Providers regarding care managed members.
- 2.3 Provide ongoing training to Affiliated Providers related to HAN goals, processes, and results.
- 2.4 Establish Quality Assessment/Performance Improvement initiatives with Affiliated Providers, including, but not limited to, collecting and submitting data to Aetna.
- 2.5 As requested by Aetna or Affiliated Provider, assist Affiliated Providers who fail OHCA Patient-Centered Medical Home audits to implement the policies, procedures, and technologies needed to secure their Patient-Centered Medical Home tier level.
- 2.6 Coordinate with Affiliated Primary Care Providers to meet Patient-Centered Medical Home required elements and to achieve any identified optional or performance measures.
- 2.7 The Sooner HAN may elect to share provider level data with Aetna and/or other agencies necessary in order to facilitate the responsibilities of the health access network.
- 2.8 Noninterference with medical care. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right of OU to intervene in any manner in the methods or means by which Affiliated Provider and its Providers render health care services or procedures to Members. Nothing herein shall be construed to require Affiliated Provider or Physicians to take any action inconsistent with professional judgement concerning the medical care and treatment to be rendered to Members.

3 AFFILIATED PROVIDER RESPONSIBILITIES

- 3.1 Cost Efficiency

- 3.1.1 Affiliated Provider agrees to provide quality health care in a timely and cost-efficient manner.
- 3.2 Cooperation
 - 3.2.1 Affiliated Provider shall cooperate with OU in carrying out OU's responsibilities hereunder.
 - 3.2.2 Affiliated Providers shall collaborate with HAN care managers when coordinating members care.
 - 3.2.3 Affiliated Providers authorize Aetna to release data regarding audits or other performance reviews to OU for the purpose of quality improvement.
 - 3.2.4 Affiliated Provider shall cooperate with OU in corrective action if Affiliated Provider fails and OHCA Patient-Centered Medical Home audit or other performance review.
 - 3.2.5 Affiliated Provider grants permission to Sooner HAN or its designees the right to review, request, and collect data from health information exchanges(s) and other entities in order to provide care management services to SoonerSelect Members and quality improvement services to Affiliated Provider.
- 3.3 Quality
 - 3.3.1 Affiliated Providers shall collaborate with the HAN related to quality improvement activities as identified or recommended by provider, HAN, and/or Aetna.
 - 3.3.2 Affiliated Providers shall submit necessary data for identified quality measures and/or projects.
- 3.4 Insurance
 - 3.4.1 Affiliated Provider shall maintain throughout the term of this Agreement policies requiring comprehensive general liability and professional liability insurance in amounts that are sufficient to cover services being rendered as an Affiliated Provider hereunder, such amounts to be at least \$1 million per occurrence and \$3 million aggregate. Affiliated Provider will provide to OU certificates and other evidence of such insurance coverage upon request of OU.
 - 3.4.2 In the event that any such insurance is proposed to be reduced, terminated or canceled, Affiliated Provider shall provide to OU at Least ten (10) days prior written notice of such reduction, termination or cancellation and pursue reinstatement.
 - 3.4.3 Affiliated Provider shall maintain insurance coverage (including, if necessary, extended coverage or tail insurance) sufficient to insure against claims arising at any time during the term of or related to this Agreement, even if asserted after the termination of this Agreement.
 - 3.4.4 Affiliated Provider is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 3.4.5 The provision of this Section shall survive the expiration or termination of this Agreement for any reason.
- 3.5 Compliance
 - 3.5.1 As of the Effective Date of the Agreement, and at all times throughout the term of this Agreement, Affiliated Provider shall cause each of its Providers to be and remain in compliance with the terms of this Agreement and all state and federal laws and regulations applicable to Affiliated Provider or its Physicians and the furnishing of health services by Providers to Members.
- 3.6 Other Provisions
 - 3.6.1 At all times from the Effective Date and through the termination or expiration of this Agreement, Affiliated Provider represents and agrees that:

- 3.6.1.1 Affiliated Provider is duly licensed, registered and in good standing under the laws of the State of Oklahoma to engage in the practice of medicine, and Physicians' license and registration have not been suspended, revoked or restricted in any manner.
 - 3.6.1.2 Affiliated Provider is not subject to any legal obligations or encumbrances that limit or affect its ability to enter into this Agreement or complete the services described herein.
 - 3.6.1.3 When applicable and to the extent that the Affiliated Provider prescribes narcotics and controlled substances, the Affiliated Provider has all customary or required authorizations, approvals, licenses, and permits to prescribe narcotic and controlled substances, without any restrictions or limitations whatsoever.
 - 3.6.1.4 Affiliated Provider has not at any time been excluded or debarred from participation in any federal government healthcare program, including without limitation to Medicare and Medicaid programs, and Affiliated Provider shall notify OU immediately in the event Affiliated Provider receives any notice or otherwise becomes aware of a possible exclusion action being brought against a physician.
- 3.7 Within ten (10) business days of its occurrence, consistent with the requirements of applicable law and in a manner which will preserve any applicable peer review privilege, Affiliated Provider shall notify OU and provide OU with all information with respect to any event which could affect the qualification of Affiliated Provider under this Agreement, including, but not limited to the commencement of any formal action against Affiliated Provider (or any of its Physicians) involving professional licenses, medical staff membership or clinical privileges at any hospital or other facility, or the participation by Affiliated Provider (or any of its Physicians) in any governmental reimbursement program, as well as the filing of any malpractice action, the entering of any judgement against Affiliated Provider (or any of its Physicians) or the consummation of any settlement by Affiliated Provider (or any of its Physicians) in connection therewith in a matter involving claims against the Affiliated Provider (or its Physicians).
- 3.8 Nondiscrimination
 - 3.8.1 The parties represent they are in compliance with all applicable federal (including federal Executive Orders Nos. 13279 and 11141) and state laws and regulations and that these terms must be incorporated into each Agreement and included in any subcontracts awarded involving any Agreement. More specifically, the parties do not discriminate on the basis of race, color, national origin (including actual or perceived shared ancestry or ethnic characteristics), sex, sexual orientation, marital status, genetic information, gender identity/expression (consistent with applicable law), age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212. The Parties acknowledge and agree that they will take no action, make no decision, and grant no preference or disadvantage, directly or indirectly, based on a person's race, color, national origin, ethnicity, religion, sex, or marital status.
- 3.9 Use of Names for Marketing

- 3.9.1 Affiliated Provider and each of its Physicians shall permit OU to include the name, address, and telephone number of it or its Physicians in its list of Affiliated Providers distributed to Aetna and Members; provided however, that such shall not extend to listing of such Physicians or Affiliated Provider in any newspaper, radio, or television advertising without the prior written consent of Affiliated Provider.
- 3.9.2 Affiliated Provider shall not use the name, logo, or mark of OU in any way without prior written authorizations by OU nor hold themselves out as agents of OU.
- 3.10 Audit
 - 3.10.1 Upon request, Affiliated Provider shall allow OU, Aetna, the OHCA, any representative of the State, or other authorized agency with jurisdiction over OU to inspect and audit the books and records of Affiliated Provider related to services, items, or responsibilities provided to or to be provided hereunder.
- 3.11 Access to Affiliated Provider Data
 - 3.11.1 Upon request, Affiliated Provider will produce or otherwise make available to OU data and metrics pertaining to Members under the care of the Affiliated Provider.

4 TERM

- 4.1 The term of this Agreement shall be for one year commencing on the date of the last signature page and shall remain in effect for up to two (2) additional and one (1) year terms unless terminated earlier by either party.

5 TERMINATION

- 5.1 Immediate Termination for Cause
 - 5.1.1 Upon the occurrence of any of the following events OU shall have the right to terminate this Agreement immediately upon written notice to Affiliated Provider:
 - 5.1.1.1 Affiliated Provider ceases to qualify to provide health care services to Members, including without limitation, a loss or threatened loss of any license, certification, or Affiliated Provider's failure to obtain, maintain or provide evidence of required insurance;
 - 5.1.1.2 Affiliated Provider is disqualified or suspended from practice in any state, or any other license, certification or authorization required for Affiliated Provider to perform any duties hereunder (including any license to practice medicine or to prescribe narcotics or controlled substances) is limited, restricted, suspended, revoked or terminated;
 - 5.1.1.3 Affiliated Provider is disciplined or threatened with disciplinary action by any governmental authority or agency;
 - 5.1.1.4 Affiliated Provider commits professional misconduct, violates the principles of professional ethics or, in the sole determination of OU, has an excessive number of professional liability claims filed or resolved against such Affiliated Provider;
 - 5.1.1.5 Affiliated Provider is subject to an indictment or information for a felony;
 - 5.1.1.6 Affiliated Provider is suspended or otherwise disciplined under Medicare, Medicaid, or other governmental reimbursement program;
 - 5.1.1.7 Affiliated Provider misrepresents or falsifies any information furnished to OU;
 - 5.1.1.8 Affiliated Provider fails to abide by the requirements of the quality management program implemented by Aetna or by CMS, or any other applicable rules or requirements of Aetna or the HAN Agreement;

- 5.1.1.9 A bankruptcy of insolvency proceeding is filed by or against Affiliated Provider and such proceeding is not dismissed within sixty (60) days of filing; or
- 5.1.1.10 Affiliated Provider breaches a material term or condition of this Agreement and such breach is not cured within thirty (30) days or receipt of written notice thereof from OU.
- 5.1.1.11 If OU exercises its right to terminate pursuant to this Section 5.1., this Agreement shall terminate on the date designated by OU.
- 5.1.1.12 Termination Without Cause. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other party.

6 CONFIDENTIALITY AND SECURITY OF PROTECTED HEALTH INFORMATION

- 6.1 Affiliated Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. § 1320d), other than as permitted by Confidentiality Requirements and the terms of this Agreement.
- 6.2 Affiliated Provider shall make his/her internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services and OU to the extent required for determining compliance with the Federal Privacy Regulations.
- 6.3 Affiliated Provider agrees to enter into any further agreements as necessary to facilitate compliance with Confidentiality Requirements.
- 6.4 To the extent applicable to this Agreement, Affiliated Provider agrees to comply and shall ensure its employees and business partners shall comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated under HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contain in 160 and 162, all as amended from time to time and collectively referred to herein as "Confidentiality Requirements."

7 MISCELLANEOUS

- 7.1 Clarifying Amendments
 - 7.1.1 OU may amend this Agreement without the consent of Affiliated Provider if such amendment is: (i) for the purpose of clarification and does not materially change the substance hereof; provided, however, that such amendment does not adversely and materially affect the interests of Affiliated Provider; (ii) necessary or appropriate to satisfy the requirements of any change in federal or state law or the provisions of the HAN Agreement; or (iii) necessary to cause the Agreement to comply with any then applicable fraud and abuse or similar statute, rule, regulation, or law. OU shall notify Affiliated Provider in writing of any changes affected by it under this provision.
- 7.2 Substantive Amendments
 - 7.2.1 OU may propose any other amendment or amendments to this Agreement by mailing to Affiliated Provider a notice describing the proposed amendment(s), which notice shall include the text of the proposed amendment(s). If within forty-five (45) days after such notice has been mailed, OU has not received Affiliated Provider's written objection

to such amendment(s), then the proposed amendment(s) will become effective as the data specified.

7.3 Indemnification

7.3.1 Affiliated Provider agrees to indemnify and hold harmless OU, and its present and former officers, directors, employees, agents, successors, and assigns (collectively the "Indemnified Party") from and against any claim, damage, loss (including any amounts paid in compromise or settlement of disputed claims), expense, liability, obligation, action or cause of action, including reasonable attorney's fees and all costs of investigation (collectively the "indemnified Claims") which OU may sustain, pay, suffer or incur by reason of any alleged act, omission or negligence of the Affiliated Provider or any of that party's employees or agents in performing services under this Agreement or under the HAN Agreement, the Affiliated Provider's failure to meet utilization standards and requirements, or any failure of the Affiliated Provider to render services in accordance with appropriate professional standards. OU's liability is governed by the Oklahoma Governmental Tort Claims Act, 51 Okl. St. §§ 151 et seq.

7.4 Governing Law

7.4.1 This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma, without respect to Oklahoma's conflicts of law principles. Exclusive venue for any action brought in connection with this Agreement shall lie in the District Court of Oklahoma County, State of Oklahoma, to the exclusion of the courts of any other state or country.

7.4.2 If a dispute arises out of or in connection with this Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation. All information exchanged during this meeting or any subsequent dispute resolution process shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

7.5 Medicare Requirements

7.5.1 Affiliated Provider shall permit the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives access to Affiliated Provider's books, documents, and records relating to each service rendered under this Agreement for a period of five (5) years after such service is rendered, if the provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.O. 96449) and 42. C.F.R. Part 420, Subpart D are deemed to apply to the services provided under this Agreement. Authority for similar access will be included in any subcontract for the provision of services under this Agreement between Affiliated Provider and any organization related to it, where the cost or value of such subcontract is \$10,000.00 or more in a twelve (12) month period.

7.6 Contract Modifications for Prospective Legal Events

7.6.1 In the event of any legislative, judicial or regulatory change or determination, whether federal or state, which has or would have a significant adverse impact on either party hereto in connection with the performance of this Agreement, or in the event that performance by either party of any term, represent, condition or provision of this Agreement should for any reason be in violation of any statute, regulation, or otherwise

be deemed illegal, the affected party shall have the right to require that the other party renegotiate the terms of this Agreement, such renegotiated terms to become effective no later than thirty (30) days after receipt of written notice of such request for negotiation. If the parties, each exercising reasonable judgment, fail to reach an agreement satisfactory to both parties within thirty (3) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon thirty (30) days prior written notice to the other party or sooner if required by law. Neither party hereto will make payments under this Agreement which would be prohibited under applicable state or federal law.

7.7 Assignment and Binding Effect

7.7.1 Affiliated Provider may not assign any right or obligation under this Agreement without the prior written consent of OU. OU may assign its rights and obligations under this Agreement to any affiliated organization.

7.8 Severability

7.8.1 The terms and provisions of this Agreement shall be deemed to be severable from one another, and the determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of the entire Agreement or any one of them, in accordance with the intent and purpose of the parties hereto.

7.9 Waiver

7.9.1 Any waiver by either Party of the other Party's failure to perform any provision of this Agreement is not a waiver of a right to subsequently insist on performance or pursue any remedy for that failure.

7.10 Open Records

7.10.1 Affiliated Provider acknowledges that OU is a state entity covered by the Oklahoma Open Records Act, provisions of which may govern the release of certain information. To the extent OU is required and/or requested to disclose information, OU will provide Affiliated Provider reasonable notice to allow sufficient time to take legal or other action to prevent such disclosure.

7.11 Notice

7.11.1 Any notices required to be given pursuant to the terms and provisions of this Agreement, other than legal service of process, shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt request to the following:

For OU:

University of Oklahoma – Tulsa
Attention: Rachel Mix, MBA, BSN
4502 E. 41st Street
Tulsa, OK 74135

For Affiliated Provider:

Name: _____

Address: _____

7.12 Independent Contractors

7.12.1 No provision of this Agreement is intended to create or shall be deemed or construed to create any relationship between OU and Affiliated Provider (other than that of

independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement). Neither OU nor Affiliated Provider is or shall be considered an employer, employee, partner or joint venture of the other.

7.13 Entire Agreement

7.13.1 This Agreement contains the entire agreement between the OU and the Affiliated Provider relating to the rights granted and the obligations assumed by the parties concerning the provision of health care services to Members. Any prior arrangements, promises, negotiations, or representations, either oral or written, relating to the subject matter of the Agreement not expressly set for in the Agreement are of no force of effect.

7.14 Counterparts

7.14.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned officers, the same being duly authorized to do so, as of the Effective Date set forth below.

OU:

**BOARD OF REGENTS OF THE UNIVESITY OF
OKLAHOMA**

Date: _____

By: _____

Name: _____

Title: _____

READ AND ACKNOWLEDGED

Date: _____

By: _____

Name: _____

Title: _____