

**TITLE 317. OKLAHOMA HEALTH CARE AUTHORITY
CHAPTER 30. MEDICAL PROVIDERS-FEE FOR SERVICE**

SUBCHAPTER 3. GENERAL PROVIDER POLICIES

PART 1. GENERAL SCOPE AND ADMINISTRATION

317:30-3-2. Provider agreements

- (a) In order to be eligible for payment, providers must have ~~on file with OHCA~~, an approved Provider Agreement on file with OHCA. Through this agreement, the provider certifies all information submitted on claims is accurate and complete, assures that the State Agency's requirements are met and assures compliance with all applicable ~~Federal~~federal and ~~State~~state regulations. These agreements are renewed at least every five (5) ~~5~~ years with each provider.
- (b) As a condition of the Provider Agreement, each provider further assures:
- (1) **Lobbying restrictions.** ~~The provider further assures compliance~~Compliance with Section 1352, Title 31 of the U.S. Code and implemented at 45 CFR Part 93 which provides that if payments pursuant to services provided under Medicaid are expected to exceed \$100,000.00, the provider certifies federal funds have not been used nor will they be used to influence the making or continuation of the agreement to provide services under Medicaid. Upon request, the Authority will furnish a standard form to the provider for the purpose of reporting any non-federal funds used for influencing agreements.
 - (2) **Debarment status.** ~~That The provider assures~~ in accordance with 31 USC 6101 and Executive Order 12549, the provider is not presently and has not within the last three (3) years been that they are not presently or have not in the last three years been debarred, suspended, proposed for debarment or declared ineligible by any ~~Federal~~federal department or agency.
 - (3) **Executive Order compliance.** The provider assures compliance with OAC 317:30-3-19.7, which implements Executive Order 2025-16, including submission and maintenance of an accurate attestation regarding abortion-related activities and affiliations as a condition of participation in the SoonerCare program.
 - ~~(3)~~**(4) Contact Information.** For information regarding Provider Agreements or for problems related to a current agreement, contact the Oklahoma Health Care Authority, Provider Enrollment, P.O. Box 54015, Oklahoma City, Oklahoma 73154, or call 1-800-522-0114 option 5 toll free or 405-522-6205 for the Oklahoma City area, or via e-mail: providerenrollment@okhca.org.

317:30-3-19.3. Denial of application for new or renewed provider enrollment contract

- (a) The following words and terms, when used in this Section, shall have the following meaning, unless the context clearly indicates otherwise:
- (1) **"Affiliates"** means persons having a relationship in which any of them directly or indirectly controls or has the ability to control one or more of the others.
 - (2) **"Applicant"** means providers and/or persons with a five percent or more direct or indirect ownership interest therein, as well as providers' officers, directors, and managing employees.
 - (3) **"Conviction"** or **"convicted"** means a person has been convicted of a criminal offense pursuant to 42 U.S.C. § 1320a-7(i), or, for civil offenses, has had a judgment of conviction entered against him or her by a ~~Federal~~federal, ~~State~~state, or local court, regardless of whether an appeal from the judgment is pending.

- (4) **"Person"** means any natural person, partnership, corporation, not-for-profit corporation, professional corporation, or other business entity.
- (5) **"Provider"** means any person having or seeking to obtain a valid provider enrollment contract with the Oklahoma Health Care Authority (OHCA) for the purpose of providing services to eligible SoonerCare members and receiving reimbursement therefor.
- (b) When deciding whether to approve an application for a new or renewed provider enrollment contract, OHCA may consider the following factors as they relate to the applicant and any of the applicant's affiliates, including, but not limited to:
- (1) any false or misleading representation or omission of any material fact or information required or requested by OHCA as part of the application process;
 - (2) any failure to provide additional information to OHCA after receiving a written request for such additional information;
 - (3) any false or misleading representation or omission of any material fact in making application for any license, permit, certificate, or registration related to the applicant's profession or business in any State;
 - (4) any fine, termination, removal, suspension, revocation, denial, consented surrender, censure, sanction, involuntary invalidation of, or other disciplinary action taken against any license, permit, certificate, or registration related to the applicant's profession or business in any State;
 - (5) any previous or current involuntary surrender, removal, termination, suspension, ineligibility, exclusion, or otherwise involuntary disqualification from participation in Medicaid in any State, or from participation in any other governmental or private medical insurance program, including, but not limited to, Medicare and Workers' Compensation;
 - (6) any Medicaid or Medicare overpayment of which the applicant has been notified, as determined exclusively by OHCA that was received, but has not made reimbursement, unless such reimbursement is the subject of an OHCA reimbursement agreement that is not in default;
 - (7) any previous failure to correct deficiencies in the applicant's business or professional operations after having received notice of the deficiencies from the OHCA or any ~~State~~state or ~~Federal~~federal licensing or auditing authority;
 - (8) any previous violation of any ~~State~~state or ~~Federal~~federal statute or regulation that relates to the applicant's current or past participation in Medicaid, Medicare, or any other governmental or private medical insurance program;
 - (9) any pending charge or prior conviction of any civil or criminal offense relating to the furnishing of, or billing for, medical care, services, or supplies, or which is considered theft, fraud, or a crime involving moral turpitude;
 - (10) any pending charge or prior criminal conviction for any felony or misdemeanor offense that could reasonably affect patient care, including, but not limited to, those offenses listed in OAC 317:30-3-19.4;
 - (11) any denial of a new or renewed provider enrollment contract within the past two (2) years that was based on the applicant's or an affiliate's prior conduct;
 - (12) any submission of an application that conceals the involvement in the enrolling provider's operation of a person who would otherwise be ineligible to participate in Medicaid or Medicare;
 - (13) any business entity that is required to register with a ~~State~~state office or agency in order to conduct its operations therein, including, but not limited to, the Oklahoma Secretary of

State, any failure to obtain and/or maintain a registration status that is valid, active, and/or in good standing; ~~and~~

(14) compliance with the provisions within OAC 317:30-3-19.7; and

(15)~~(14)~~ any other factor that impacts the quality or cost of medical care, services, or supplies that the applicant furnishes to SoonerCare members, or otherwise influences the fiscal soundness, effectiveness, or efficiency of the OHCA program.

(c) OHCA shall provide any applicant who is denied a new or renewed provider enrollment contract a written notice of the denial. Any denial shall become effective on the date it is sent to the applicant.

(d) Any OHCA decision to deny a provider's contract application in accordance with this Section shall be a final agency decision that is not administratively appealable.

317:30-3-19.5. Termination of provider agreements

Pursuant to the terms of the Oklahoma Health Care Authority's (OHCA) Standard Provider Agreement, both OHCA and a provider may terminate the agreement without cause on sixty (60) days' notice, or for-cause on thirty (30) days' notice. In addition, OHCA can terminate the agreement immediately in order to protect the health and safety of members, or upon evidence of fraud (including, but not limited to, a credible allegation of fraud as defined by 42 C.F.R. ' 455.2). Conduct that may serve as a basis for a for-cause termination of a provider includes, but is not limited to, any of the following:

(1) **Noncompliance.** The provider is determined not to be in compliance with the enrollment requirements described in Oklahoma Administrative Code (OAC) 317:30-3-2 and 317:30-3-19.3, or in the enrollment application applicable for its provider type. OHCA may, but is not required to, request additional documentation from the provider to determine compliance.

(2) **Provider exclusion, debarment, or suspension.** The provider or any owner, managing employee, authorized or delegated official, medical director, supervising physician, or other health care personnel thereof is:

(A) Excluded from the Medicare, Medicaid, or any other ~~Federal~~federal health care program, as defined in 42 C.F.R ' 1001.2; or

(B) Debarred, suspended, or otherwise excluded from participating in any other ~~Federal~~federal procurement or nonprocurement program or activity.

(3) **Convictions.** Conviction of the provider or any of its affiliates for a ~~Federal~~federal or ~~State~~state offense that OHCA has determined to be detrimental to the best interests of the program and its members. Such offenses may include, but are not limited to, those offenses enumerated in OAC 317:30-3-19.3 and OAC 317:30-3-19.4.

(4) **False or misleading information.** The provider submitted or caused to be submitted misleading or false information on its enrollment application to be enrolled or to maintain enrollment in the SoonerCare program. In addition to termination of a contract, offenders may be referred for prosecution, which could result in fines or imprisonment, or both, in accordance with current law and regulations.

(5) **On-site review.** OHCA determines, upon on-site review, that the provider is no longer operational, able to furnish SoonerCare covered items, or able to safely and adequately render services; or is not meeting SoonerCare enrollment requirements under statute or regulation to supervise treatment of, or to provide SoonerCare covered items or services for SoonerCare members.

(6) **Misuse of billing number.** The provider knowingly sells to or allows another individual

or entity to use its billing number. This does not include those providers who enter into a valid reassignment of benefits as specified in 42 U.S.C. ' 1396a(a)(32) or a change of ownership as outlined in 42 C.F.R. ' 455.104(c) (within thirty-five (35) days of a change in ownership).

(7) **Abuse of billing privileges.** The provider submits a claim or claims for services that reasonably could not have been rendered, or that do not accurately reflect those services actually rendered, to a specific individual on the date of service. These instances include, but are not limited to: upcoding; unbundling of services; services that are purportedly provided to a member who has died prior to the date of service; services that are purportedly provided on a date on which the directing physician or member is not in the State or country or is otherwise physically incapable of providing or receiving the service; or the equipment necessary for testing was not present where the testing is said to have occurred, or was incapable of operating correctly at the supposed time of testing.

(8) **Failure to report.** The provider did not comply with the reporting requirements specified in the SoonerCare Provider Agreement or any applicable State and/or ~~Federal~~federal statutes or regulations, including without limitation, changes in the provider's licenses, certifications, and/or accreditations provided at the time of enrollment. Providers shall report and update a change in mailing address within fourteen (14) days of such change.

(9) **Failure to document or provide OHCA access to documentation.**

(A) The provider did not comply with the documentation or OHCA access requirements specified in the SoonerCare Provider Agreement.

(B) OHCA may suspend all SoonerCare payments to a provider who refuses or fails to produce for inspection those financial and other records as are required by 42 C.F.R. ' 431.107 and the executed SoonerCare Provider Agreement, until such time as all requested records have been submitted to OHCA for review.

(10) **Adverse audit determinations.** The provider receives an adverse Program Integrity audit that demonstrates fraud, waste, abuse, and/or repeated failure or inability to comply with SoonerCare billing and provision of service requirements.

(11) Failure to comply with the provisions within OAC 317:30-3-19.7.

317:30-3-19.7. Compliance with Executive Order 2025-16

(a) This section is not intended to limit Executive Order (EO) 25-16 in any respect; rather, it is intended to give effect to Executive Order 25-16 and to operationally implement the EO. Disclosure and transparency are required by the EO. As such, for the purpose of compliance with this rule and the EO, the following words and terms shall have the following meaning, unless the context clearly indicates otherwise:

(1) "Affiliated with" means having staff privileges, medical staff membership, employment or contractual relationship, partnership or ownership interest, academic appointment, or other affiliation under which a medical practitioner provides the medical activity on behalf of, or in association with, the health care entity or provider that provides abortion services not permitted under state law.

(2) "Refer for" means the act of sending a patient to another provider for care.

(3) For purposes of this Section, abortion services "not permitted under state law" include, but are not limited to, services that violate 21 O.S. § 861, 63 O.S. § 1-732, 63 O.S. § 1-731, and 63 O.S. § 1-737.

(4) "Abortion-related activities" include but are not limited to:

(A) Performing an "abortion," "attempt[ing] to perform an abortion," or "inducing an

abortion" as defined in 63 O.S. §1-730.

(B) Assisting in the performance of an "abortion", an "attempt to perform an abortion," or the "induc[ement] of an abortion" as defined in 63 O.S. §1-730.

(C) Providing funding, material support, facilities, or other resources used to perform an "abortion," to "attempt to perform an abortion," or to "induc[e] an abortion" as defined in 63 O.S. §1-730.

(b) As a condition of participation in the SoonerCare program, each provider shall:

(1) Submit a signed attestation disclosing whether they or any related entities engage in abortion-related activities as defined in 63 O.S. §1-730, including whether they:

(A) Perform, refer for, or are affiliated with the performance of abortions not permitted under state law; or

(B) Are under common ownership or control with an entity engaged in abortion-related activities inconsistent with state law.

(C) The attestation shall be made to the best of the provider's knowledge at the time of submission. This requirement does not obligate providers to conduct additional investigations of unrelated entities.

(D) Providers shall promptly submit an updated attestation upon any change in circumstances that would render a prior attestation inaccurate or incomplete.

(2) Acknowledge that failure to comply with these requirements may result in denial, exclusion, non-renewal, or termination from the SoonerCare program.

(3) Cooperate with OHCA credentialing and contracting procedures established to implement Executive Order 2025-16 and Oklahoma's public policy objectives related to unborn life.

(c) When deciding whether to approve an application for a new or renewed provider enrollment contract, OHCA may consider the following factors as they relate to the applicant and any of the applicant's affiliates, including, but not limited to:

(1) any provider, applicant, or affiliate that performs, refers for, or is otherwise affiliated with the performance of abortions not permitted under state law;

(2) any provider, applicant, or affiliate that is under common ownership or control with an entity engaged in abortion-related activities inconsistent with state law;

(3) any failure to provide a signed attestation disclosing whether the provider or any related entity engages in abortion-related activities, as required by Executive Order 2025-16.

(d) In accordance with Executive Order 2025-16, OHCA may immediately terminate a provider agreement if the provider or any related entity is determined not to be fully aligned with Oklahoma's objectives related to the protection of unborn life. This includes, but is not limited to, the following circumstances:

(1) The provider or any related entity performs, refers for, or is affiliated with the performance of abortions not permitted under state law;

(2) The provider is under common ownership or control with an entity engaged in abortion-related activities inconsistent with state law;

(3) The provider failed to submit a timely, complete, and truthful attestation disclosing its involvement in abortion-related activities as required under OAC 317:30-3-19.7(b);

(4) OHCA determines, in its sole discretion, that the provider is not fully aligned with the requirements of Executive Order 2025-16.

317:30-5-6. Abortions

(a) ~~Payment is made only for abortions in those instances where the abortion is necessary due to a physical disorder, injury or illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed, or where the pregnancy is the result of an act of rape or incest. Medicaid coverage for abortions to terminate pregnancies that are the result of rape or incest will only be provided as long as Congress considers abortions in cases of rape or incest to be medically necessary services and federal financial participation is available specifically for these services.~~

~~(1) For abortions necessary due to a physical disorder, injury or illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would place the woman in danger of death unless an abortion is performed, the physician must complete the Certification for Medicaid Funded Abortion and certify in writing that the abortion is being performed due to a physical disorder, injury or illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would place the woman in danger of death unless an abortion is performed. The patient's name and address must be included in the certification and the certification must be signed and dated by the physician. The certification must be attached to the claim.~~

~~(2) For abortions in cases of rape or incest, there are two requirements for the payment of a claim. First, the physician must fully complete the Certification for Medicaid Funded Abortion. Second, the patient must have made a police report or counselor's report of the rape or incest. In cases where an official report of the rape or incest is not available, the physician must certify in writing and provide documentation that in his or her professional opinion, the patient was unable, for physical or psychological reasons, to comply with the requirement. The statement explains the reason the rape or incest was not reported. The patient's name and address must be included in the certification and the certification must be signed and dated by the physician and the patient. In cases where a physician provides certification and documentation of a patient's inability to file a report, the Authority will perform a prepayment review of all records to ensure there is sufficient documentation to support the physician's certification.~~

~~(b) The Oklahoma Health Care Authority performs a "look-behind" procedure for abortion claims paid from Medicaid funds. This procedure will require that this Agency obtain the complete medical records for abortions paid under Medicaid. On a post-payment basis, this Authority will obtain the complete medical records on all claims paid for abortions.~~

~~(c) Claims for spontaneous abortions, including dilation and curettage do not require certification. The following situations also do not require certification:~~

~~(1) If the physician has not induced the abortion, counseled or otherwise collaborated in inducing the abortion; and~~

~~(2) If the process has irreversibly commenced at the point of the physician's medical intervention.~~

~~(d) Claims for the diagnosis "incomplete abortion" require medical review.~~

~~(e) The appropriate diagnosis codes should be used indicating spontaneous abortion, etc., otherwise the procedure will be denied.~~

(a) Payment of abortion related services is made only in those instances where there is no detectable heartbeat of the fetus, or if, in reasonable medical judgment, the SoonerCare member has a complicating condition that necessitates termination of the pregnancy to avert death or

serious risk of substantial and irreversible physical impairment of a major bodily function, not including psychological or emotional conditions.

(b) For abortions necessary to avert death or irreversible physical impairment of a major bodily function, the physician must complete the Certification for Medicaid Funded Abortion and certify in writing that the abortion is being performed to avert death or irreversible physical impairment of a major bodily function. The patient's name and address must be included in the certification, and the certification must be signed and dated by the physician. The certification must be attached to the claim.

(c) Prior to, or post payment, OHCA may perform a review of abortion related services. These reviews will require that the Agency obtain the applicable medical records.

(d) Claims for services related to fetal demise, including dilation and curettage, do not require the Certification for Medicaid Funded Abortion.

(e) The appropriate diagnosis codes should be used; otherwise, the procedure(s) will be denied.