OKLAHOMA
State Department
of Health

Oklahoma Volunteer Charitable Health Provider Program

(OVCHPP) Contract Packet

July 1, 2020 to June 30, 2021

Thank you for your interest in the OVCHPP and for volunteering your time and expertise to charitable/free clinics across the state. In order to receive an OVCHPP Contract for 2020-2021, please complete the following steps and program requirements:

STEP 1: Complete the OVCHPP 2020-2021 Contract Packet

- Complete **ALL** (10 pages) information highlighted in yellow in the OVCHPP Contract Packet. The packet includes: 1) Healthcare Provider Application; 2) Charitable Healthcare Provider Contract; 3) OSDH Certification of Independent Contractor Status: and 4) Clinic Acknowledgement to Maintain Patient Records.

STEP 2: Provide Documentation of Active License, Certification, etc.

- Obtain/print a copy of valid license from respective board. Evidence of valid license should include a print out from licensure board website with provider's active status (i.e. licensee search).

STEP 3: Submit All Documentation by Postal Mail or E-Mail

- OVCHPP 2020-2021 Contract Packet
  1) Healthcare Provider Application
  2) Charitable Healthcare Provider Contract
  3) OSDH Certification of Independent Contractor Status
  4) Clinic Acknowledgement to Maintain Patient Records
- A Copy of Active Healthcare License
- Claims History Within Last Ten Years (If Applicable)

Mail All (10 pages) Documentation to:

Oklahoma State Department of Health
Attn: Office of Primary Care
1000 NE 10th Street, Room 508
Oklahoma City, OK 73117

Or E-mail Documentation to: ovchpp@health.ok.gov
*** Please submit all documentation in **ONE PDF (10 PAGES)** ***

OKLAHOMA State Department of Health

OVCHPP Health Provider Application - 2020-2021

(*Please write legibly to expedite application process)*

VOLUNTEER CONTACT INFORMATION:

First Name: _____ Middle Initial: ____ Last Name: _____

E-Mail: _____ Telephone: _____

Postal Mailing Address: _____

PROVIDER TYPE:

Provider Type & Scope of Service: APRN ☐ RN ☐ DDS or DMD ☐ DO ☐ LPN ☐

MD ☐ OD ☐ PA ☐ PharmD ☐ RPH ☐

PROFESSIONAL MALPRACTICE:

List all Malpractice Insurance carrier/s held for last ten (10) years.

_____

_____

Has a claim been brought against you within the last ten (10) years? Yes: ☐ No: ☐

If yes, please provide documentation of claims history and include with OVCHPP Contract Packet.

VOLUNTEER LOCATION INFORMATION:

Clinic Name: _____ City: _____

Approximate Number of Volunteer Hours Per Month: _____

Name of Free Clinic Supervisor or Medical Director: _____

E-mail of Free Clinic Supervisor or Medical Director: _____

SIGNATURE OF VOLUNTEER:

I hereby certify that the information provided in this application, including any attachments, is true and accurate to the best of my knowledge. I authorize the agency that issued my professional license or other authorization to provide health care services in Oklahoma to inform OSDH, upon its inquiry, of the status of my license or authorization, including whether my license is in good standing, for the purpose of processing this application.

Signature: _____ **Date:** _____

(Handwritten Signature Required)

OKLAHOMA State Department of Health

Volunteer Health Care Provider Program - Charitable Health Care Provider Contract

THIS AGREEMENT is made and entered into by and between the Oklahoma State Department of Health (hereinafter referred to as "OSDH") and Name [_____] is (hereinafter referred to as the "Charitable Health Care Provider" or "Contractor") or collectively known as "the Parties".

WHEREAS, OSDH is the state agency authorized to enter into contracts with health care providers who provide free health services to medically indigent persons pursuant to 51 O.S.Supp. 2007, § 152.2;

I. SCOPE OF SERVICES

The Charitable Health Care Provider may render Services at any free clinic in Oklahoma, as defined at 76 O.S.Supp. 2004, § 32, or upon referral from a free clinic to another charitable health care provider within the State of Oklahoma pursuant to 51 O.S.Supp 2007, §152.2, provided the Charitable Health Care Provider determines that the Patient is eligible as a medically indigent person. The Charitable Health Care Provider may only render services in compliance with the contractor's application for contract, this contract, an Addendum to Existing Contract, and within the scope of services under the contractor's professional license or certification.

II. GENERAL RESPONSIBILITIES OF CONTRACTOR

A. The Contractor shall notify OSDH within forty-eight (48) hours of any of the following:
   1. Change in address, telephone number, facsimile number, or e-mail address on the contract application;
   2. Change in the validity or status of the Contractor's professional license, such as but not limited to, a change from active to provisional, limited, restricted, probation, or any other change in status; and
   3. Termination of this Agreement or withdrawal from providing services as a charitable health care provider.

B. The Contractor shall provide evidence of Workers Compensation coverage from the insurance carrier before the commencement of any work. Such policy shall require thirty days advance notice of cancellation be provided to the OSDH Office of Primary Care. If the Contractor does not carry Workers Compensation insurance because it considers their business to be that of an independent Contractor, as defined by the Administrative Workers Compensation Act 85A O.S. § 1 et. seq., and not that of an employee, the Contractor must complete the OSDH Statement of Independent Contractor Status.

C. The Contractor will comply with all federal and state laws.

III. SPECIFIC CONTRACTOR RESPONSIBILITIES

The Contractor shall professionally, ethically, and competently complete the following actions, tasks, obligations, and responsibilities:

A. Accept only Patients who have been determined eligible for services under this Agreement as medically indigent. All Patients referred from a free clinic will present the health care provider receiving the referral with a completed Patient Referral Form, which constitutes the prior approval from the Free Clinic that the Patient is eligible for services from the contractor to whom the patient is being referred.

B. Furnish without compensation services to eligible Patients. The services to be provided are limited to those that the Contractor may provide within the scope of the Contractor's practice and that are appropriate within the facility setting in which the services are provided.

C. Report any claim for money for an alleged injury incurred while providing services under this Agreement to: OSDH at the address provided in Section IX of this Agreement and to the Office of Management and Enterprise Services, Risk Management, and P.O. Box 53364, Oklahoma City, OK 73152 (hereinafter referred to as "Risk Management" within forty-eight (48) hours of receiving such claim(s). Notwithstanding the foregoing, Risk Management or OSDH may conduct its own investigation and immediately terminate this Agreement if the OSDH deems such action necessary and appropriate.

D. Comply with all rules regarding the program set forth in Oklahoma Administrative Code ("OAC") at 310:2-27-1 *et seq*., which are incorporated by reference as if fully set forth herein, and OAC.

E. Provide the OSDH access to the patient records of the Contractor relating to the provision of Services under this Agreement.

F. Provide services to eligible patients regardless of race, color, sex, marital status, creed, national origin, age, pregnancy, gender, or religion or any other federally or state-protected basis nor provide services in a substandard manner based upon those basis.

IV. TERM

This Agreement shall be effective on the date of the latest signature of the parties and shall continue unless terminated by OSDH or the Contractor, provided that in order to continue this Agreement the contractor must submit notice to OSDH no later than June 30th of each year that the contractor will continue to provide services as a charitable health care provider in the next state fiscal year (July 1 through June 30). The Contractor may terminate this Agreement by issuing notice of termination to OSDH. The Parties understand and agree that OSDH may terminate this Agreement upon notice pursuant to OAC 310:2-27-6.

V. RELATIONSHIP OF PARTIES

The Contractor acknowledges and agrees that the Contractor shall be considered a state employee only for purposes of the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended, as long as the Contractor acts within the scope of services defined pursuant to this Agreement and the contractor's related application to this contract, which is incorporated by reference as if fully set forth herein. More specifically, governmental immunity shall only extend to the Contractor in the provision of services to those Patients receiving services at a Free Clinic, as defined at 76 O.S. Supp. 2004, § 32, or to Patients referred to the Contractor by a free clinic. For all other purposes the Contractor is an independent contractor governed by Oklahoma Laws.

VI. PATIENT RECORDS

Consistent with any applicable state or federal law, Patient records shall be maintained as follows:

A. A Contractor providing services under this Agreement at a Free Clinic, Hospital or other health care facility may comply with the requirements of this Section by written acknowledgement with the Free Clinic, Hospital or other health care facility that the Clinic, Hospital or other health care facility will maintain Patient records as required herein on behalf of the Contractor. Without such an acknowledgement with a Free Clinic, Hospital or other health care facility the Contractor shall be responsible for compliance with the requirements of this Section.

B. The Contractor shall maintain a record retention system that enables the proper documentation, completion, and preservation of the patient records of Patients who receive services under this Agreement.

C. Contractors shall retain records of a Patient for the duration of the Contract and for a period of at least seven (7) years following completion and/or termination of this Agreement or any renewal of such contract. For pediatric Patients, the records shall be retained for seven (7) years after the Patient reaches the age of majority. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for seven (7) years from the date that all issues arising out of the action is resolved, or until the end of the seven (7) year retention period, whichever is later.

D. Patient Records shall be available for inspection only by the Contractor, his or her staff, the Patient, representatives of OSDH or other persons authorized by law or in writing by the Patient to have access to the patient records.

E. The patient record for each Patient shall contain at a minimum:
   1. Patient identifying information (name, address, age, sex, marital status, emergency contact);
   2. A completed Patient Statement of Eligibility and Patient Referral Form(s), if applicable;
   3. Name of the Charitable Health Care Provider(s);
   4. Patient allergies;
   5. Diagnosis of the Patient's condition;
   6. Reports from diagnostic testing;
   7. Physician orders;
   8. Documentation that the Patient has consented to the services in writing; and
   9. Information justifying the treatment or procedure provided and a report of outcomes of treatment or procedures.

F. All entries in the Patient records shall be permanent, accurate, dated with the actual date of entry and signed by the individual making the entry.

G. Patient records shall be completed timely after services have been provided to the Patient.

VII. LICENSE REQUIREMENTS

The Contractor shall have, obtain, and maintain in good standing the applicable Oklahoma professional health or dental license, permit or certification during the performance of Services under this Agreement. The Contractor shall provide a copy of the Contractor's license, permit or certification regarding the professional services provided under this contract upon request.

VIII. TERMINATION OF CONTRACT

A. This Agreement may terminate or may be terminated by OSDH pursuant to OAC 310:2-27-6. The OSDH is authorized to terminate this contract after the Charitable Health Care Provider receives written notice from OSDH of the basis for termination, and the Contractor has an opportunity to provide information of why this Agreement should not be terminated. Reasons for termination include, but are not limited to the following:

   1. Failure of the Charitable Health Care Provider to perform responsibilities identified in this Agreement;
   2. Failure of the Charitable Health Care Provider to comply with OAC 310:2-27-1 *et seq*.;
   3. Due to the unavailability of funding for this Agreement;
   4. Due to the suspension, probation, conditional restriction, disbarment, or revocation of any license, certificate, or permit required for the Charitable Health Care Provider to perform the full scope of services pursuant to the terms and conditions of this Agreement;

5. A final determination by the appropriate department, agency, or board that the Charitable Health Care Provider has failed to provide services in accordance with applicable standards of care; or
6. The amendment or repeal of 51 O.S. Supp. 2007, § 152.2 or subsequently enacted law wherein the Charitable Health Care Provider is no longer considered a state employee for purposes of the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151 *et seq.*, as amended.

B. The Contractor may terminate this Agreement by providing the OSDH thirty (30) days written notice pursuant to the Notice provision (Section IX) of this Agreement. Notwithstanding the foregoing, the Contractor must comply with and abide by any applicable state or federal laws requiring continuation of care.

C. Conflicts between the Parties that are not disposed of by mutual agreement shall be settled in accordance with OAC 310:2-27-1 et seq.

IX. NOTICE

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand, or if sent by certified mail, return receipt requested, to a Party hereto at the addresses set forth below or to such other address as a Party may designate by notice pursuant hereto except for the notice of a claim, which shall be delivered as provided for in Section III (C).

OSDH Contract Monitor:
Oklahoma State Department of Health
Attn: OVCHPP
Office of Primary Care
1000 N.E. Tenth Street, Suite 508
Oklahoma City, OK 73117-1299.

Provider/Contractor – Please Complete

_____ Contractor Name
_____ Contractor Street Address
_____ Contractor City, State, Zip

X. WAIVER

The waiver by OSDH of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement and shall not establish a course of performance between the Parties contradictory to the terms hereof. Waiver shall not be construed to be a modification of the terms of the contract.

XI. AMENDMENT IN WRITING

No amendment, waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

XII. SEVERABILITY

Any section, subsection, paragraph, term, condition, provision, or other part of this Agreement that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect as set out herein.

XIII. CONTRACT ASSIGNMENT

This Agreement shall not be assigned in whole or in part.

XIV. CHOICE OF LAW AND VENUE

Any claims, disputes or litigation relating to the solicitations, execution, interpretations, performance, or enforcement of this contract shall be governed by the laws of the State of Oklahoma. The venue for any action, claim, dispute or litigation relating in any way to the contract shall be Oklahoma County**.**

XV. ENTIRE AGREEMENT

This contract, the Charitable Health Care Provider Application, and any addendum to this contract if applicable, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Agreement shall in any way be binding or of effect between the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

CHARITABLE HEALTH CARE PROVIDER

Provider - Print Name

Title

Signature Date
(Handwritten Signature Required)

OKLAHOMA STATE DEPARTMENT OF HEALTH

Jana Castleberry
Director, Office of Primary Care
Oklahoma State Department of Health

Signature Date
(Handwritten Signature Required)

OKLAHOMA STATE DEPARTMENT OF HEALTH
STATEMENT OF INDEPENDENT CONTRACTOR STATUS

1. I, _____ (Name of Individual) operating as _____

   (independent contractor's business name or "self"), have agreed to provide services to Oklahoma State Department of Health (OSDH).
2. I have read the fact sheet on page two of this certification and understand that an independent contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Independent Contractor Status, I am requesting **OSDH's Policyholder** to classify my business to be that of an independent contractor; that **I am not an employee under the Worker's Compensation Act** and the policy held by the OSDH for Worker's Compensation Insurance for its employees; and that no premium be charged for the services performed pursuant to this job/project by my business during the policy year.
4. **I am an independent contractor, not an employee of the OSDH. I do not want worker's compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read and signed the fact sheet describing what is an Independent Contractor on page two of this certification, and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Date _____ Printed Name _____ Title _____

Signature _____ Business Name _____

(Handwritten Signature Required)

INDEPENDENT CONTRACTOR FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business and are unchecked, you should not sign the attached affidavit.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?

2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work schedule (i.e. hours and days that will be worked)?

3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?

4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?

5. Your occupation requires special skills, license, education or training.

6. The Contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the Contractor? Was the work performed at your business or the Contractor's business location or jobsite? Do you wear a uniform supplied by the Contractor?

7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the Contractor regularly?

8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?

9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?

10. You do not consider yourself an employee of the Contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?

11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

CLINIC ACKNOWLEDGEMENT TO MAINTAIN PATIENT RECORDS

I, _____, am associated with the _____ (Free) clinic (hereinafter "the Clinic") and am authorized to execute this Clinic Acknowledgement to Maintain Medical Records on Behalf of Charitable Healthcare Provider(s) who provide(s) free health care services in this Clinic. The Clinic will maintain patient records on behalf of the following health care provider(s), and each respective signature indicates that the provider requests the Clinic to maintain the patient records of her/his patient(s) receiving care at the Clinic:

1._____	2._____	3._____
(Provider's Handwritten Signature Required)	(Provider's Handwritten Signature Required)	(Provider's Handwritten Signature Required)
_____	_____	_____
(Print Name of Provider)	(Print Name of Provider)	(Print Name of Provider)
_____	_____	_____
Date	Date	Date
4._____	5._____	6._____
(Provider's Handwritten Signature Required)	(Provider's Handwritten Signature Required)	(Provider's Handwritten Signature Required)
_____	_____	_____
(Print Name of Provider)	(Print Name of Provider)	(Print Name of Provider)
_____	_____	_____
Date	Date	Date

The charitable healthcare provider must maintain a copy of this Acknowledgement.

_____
Handwritten Signature Required of Clinic Representative

_____
Print Name of Clinic Representative

_____
Date

OKLAHOMA State Department of Health