# MEMORANDUM OF AGREEMENT (MOA)
## For Physician Applicants

This Agreement is entered into between the Oklahoma State Department of Health, hereinafter referred to as the OSDH, by the authority vested in it by Title 63 O.S. Supp 2000 § 330.97 and the applicant for reimbursement from the Trauma Care Assistance Revolving Fund. Applicant is identified in page 2 of this MOA, hereinafter referred to as PROVIDER. Signed submission of page 2 of this MOA signifies PROVIDERS willingness to accept to the terms as indicated below.

**Agreement Period:** Date of Award through April 30, 2016.

**Amount of Agreement:** The OSDH shall provide a pro rata distribution to PROVIDER in accordance with OAC 310:669-1-1 et seq.

**Purpose of Agreement:** The purpose of this AGREEMENT is to provide a disbursement from the Trauma Care Assistance Revolving Fund to ambulance services, trauma facilities and physicians that have provided uncompensated services to one or more major trauma cases for the period January 1, 2014 through June 30, 2014.

**Duties of PROVIDER:** Each PROVIDER receiving a distribution from the Trauma Care Assistance Revolving Fund shall meet the following criteria or requirements:

1. PROVIDER must meet the eligibility for distribution requirement in Title 63 O.S. §1-2530.9.
2. PROVIDER shall submit a completed Trauma Care Assistance Revolving Fund Claim Form to be received by the OSDH by June 26, 2015.
3. PROVIDER shall submit this Memorandum of Agreement that must be completed, signed, appropriately notarized, and received by the OSDH by June 26, 2015.
4. PROVIDER must provide additional cost reports, financial, licensure, statistical, contractual or payment information upon written request of the OSDH.
5. PROVIDER must submit a written request on organization letterhead when requesting any information regarding to the distribution application process.
6. PROVIDER must comply with the provisions of OAC 310:669-5-4 in revising data submitted to the OSDH.

**Duties Of OSDH:**

1. The OSDH shall calculate the pro rata share of the available monies in the Trauma Care Revolving Fund in accordance with OAC 310:669-7-1.
2. The OSDH shall notify each PROVIDER in writing of the pro rata distribution share calculated by the OSDH. The distribution notices shall include the following information:
    a. The total trauma care assistance monies available
    b. The numerator and denominator of the PROVIDER'S pro rata distribution fraction
    c. The OSDH program contact person.
3. The OSDH shall issue warrants to disburse the pro rata distribution.

**Access To Records Requirements:** The PROVIDER agrees to allow the State Auditor's Office, GAO, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the services provided relevant to this agreement for purpose of audit, examination, etc.

**Amendments:** This agreement may only be amended in writing, dated and executed by both parties as an identifiable amendment hereto and attached as such amendment.

**Unsupported Claims:** If the PROVIDER is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the PROVIDER, the PROVIDER shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery said part of claim. Liability under this section shall be determined within five years of the commission of such misrepresentation of fact or fraud.

**Failure to Comply Statement**: The PROVIDER agrees that should it be in non-compliance with any applicable Federal or State laws or regulations, that the agreement may be suspended, terminated, or canceled in part or in whole. Observance of the compliance with the requirements thereof shall be the responsibility of the PROVIDER, without reliance on or direction by the OSDH.

**Procurement Integrity (Non-Collusion):** The PROVIDER attests and assures they have made no payment or donation, either directly or indirectly, to any elected or appointed official, officer or employee of the State of Oklahoma or its political subdivisions, nor waived payment of any money or other thing of value due to the PROVIDER, in order to obtain this or other agreements.

**Cancellation Clause:** This agreement shall be in force until expiration date, or until thirty days after notice has been given by either party of its desire to terminate the agreement. Notification of cancellation shall be by Certified Mail to the business address of record.

PROVIDER MOA-Physician

**Submission of this document indicates willingness to accept to the terms indicated in the Memorandum of Agreement above.**

| | |
|---|---|
| Provider Name: | |
| *If reimbursement is to be applied to the business entity, please enter Vendor Name below:.* | |
| *Vendor Name:* | |
| FEI Number/ Tax ID Number: | |
| Business Mailing Address: | |
| *Provider/Vendor Legal Signator* | |
| Name: | |
| Title: | |
| Telephone: | Email: |

The undersigned person, of lawful age, being duly sworn upon oath, states that he/she is authorized to submit this agreement to the State of Oklahoma. Affiant further states that the services as shown by invoice or claim will be provided in accordance with the agreement. Affiant further states that he/she has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the State of Oklahoma, any money or any other thing of value to obtain payment or the award of this agreement. He/she affirms that he/she has not previously entered into an agreement with this agency or any other state agency that would result in a substantial duplication of the final product required by the proposed agreement.

APPROVED:
Representing the PROVIDER as legal signatory:

_____
Signature

_____
Date

**STATE OF OKLAHOMA**

**COUNTY OF** _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SEAL

_____
Notary Public (Clerk or Judge)

My commission expires: _____

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