

OKLAHOMA MEDICAL LOAN PAYMENT PROGRAM PHYSICIAN CONTRACT

1. Program and Parties

The Oklahoma Medical Loan Payment Program (hereafter Program), authorized by 63 O.S. 1-2720 et seq., provides loan repayment assistance to physicians who meet certain criteria. The Parties to this Contract are the physician participating in the Program (hereafter Physician), the Oklahoma Physician Manpower Training Commission (hereafter PMTC), and the Oklahoma Health Care Authority (hereafter OHCA). This Contract is required by Program rules at 29 Ok Reg 893 (upon legislative approval shall be codified at O.A. C. 540:50-1-1 through 9).

2. Physician Certifications

By signing this Contract, the Physician certifies that he/she:

- a) Holds a license as a physician from the Oklahoma State Board of Medical Licensure and Supervision or the Oklahoma State Board of Osteopathic Examiners;
- b) Has legitimate educational loans and has submitted documentation of such loans to PMTC including the amount of the loans;
- c) Agrees to establish a full time primary care physician practice in a community approved by PMTC; primary care physician is defined by Program rules at 29 Ok Reg 893 (upon legislative approval shall be codified at O.A. C. 540:50-1-4);
- d) Has executed a SoonerCare Physician Provider Agreement or agrees to execute such Agreement in the next 60 days;
- e) Is not currently obligated and shall not become obligated to any other repayment program that has a conflicting service obligation;
- f) Has not received assistance from any other PMTC program.

3. Physician Obligations

The Physician agrees to:

- a) Operate the full time primary care practice specified under Physician Certifications for a minimum of two years;
- b) Maintain a patient volume each year composed of a minimum 25% SoonerCare members and provide documentation of the percentage of SoonerCare members as requested by PMTC; SoonerCare members are as defined in the SoonerCare Physician Provider Agreement;
- c) Cooperate with PMTC's monitoring and audit of Program compliance;
- d) Maintain the physician license specified in Physician Certifications during the term of this Contract; should Physician's license be modified, suspended, revoked, or in any other way impaired during the term of this Contract, Physician shall notify PMTC in writing within thirty days of such action.
- e) As appropriate refer, via e-mail or fax, his/her patients to the Oklahoma Tobacco Helpline and provide information to PMTC about the number of patients referred to the Oklahoma Tobacco Helpline each year.

4. Payments to Physician under this Program

- a) At the end of each contract year, PMTC shall notify OHCA if Physician has met the requirements to receive payment. If notified by PMTC and if Physician has at least \$160,000 in legitimate and documented educational loans, OHCA shall pay Physician a maximum of \$160,000 according to the following schedule:

- i. \$25,000 at the end of the first contract year;
- ii. \$35,000 at the end of the second contract year;
- iii. \$45,000 at the end of the third contract year;
- iv. \$55,000 at the end of the fourth contract year.

If Physician has less than \$160,000 in loans, the payment amounts shall be prorated in each year for the lower total loan amount.

- b) OHCA shall make the payment to the Physician upon execution of this contract and the request of PMTC.
- c) In the event of termination of this Contract before the Contract has been effective for two years, Physician agrees to repay all amounts received plus interest at the prime rate plus one percent and litigation costs as required by Program rules. If Physician is unable to perform his/her service obligations as a result of a serious illness or disability of the Physician or an immediate family member, PMTC may suspend or waive the service and/or repayment obligation incurred under this Contract. In the event of Physician's death, PMTC may waive the repayment obligation incurred under this Contract.

5. Term of the Contract

This Contract shall begin on _____, _____ and end after one year. The Contract shall automatically renew for three additional one-year terms contingent on available funding unless PMTC notifies Physician that Contract will not be renewed.

6. Amendments

This Contract contains all of the terms and conditions of the Parties and no oral representations which conflict with the terms of this Contract made by any Party are binding. Any amendments to this Contract must be in writing and signed by all Parties.

7. Funding Availability

It is understood and agreed by the Parties that all obligations of OHCA and PMTC, including the continuance of payments, are contingent upon the availability and continued appropriation of State and Federal funds; and, in no event shall OHCA or PMTC be liable for any payments in excess of such available funding.

8. Contract Venue

The venue for civil actions arising from this Contract shall be Oklahoma County, Oklahoma. For the purpose of 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.

9. Incorporation by Reference

Physician's SoonerCare Provider Agreement is made part of this Contract and incorporated by reference.

10. Termination

- a) This Contract may be terminated immediately: i) by OHCA if it terminates Physician's SoonerCare Provider Agreement; or ii) by PMTC if it determines that Physician does not meet Program requirements. In the event of termination under this paragraph, Physician may be required to repay all amounts received including interest and litigation costs according to Program rules.

- b) Physician may terminate this Contract with a 60 day written notice to OHCA and PMTC subject to the provisions of Payments to Physicians Under This Program.
- c) In the event funding of the Medicaid 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.

11. Oklahoma Physician Manpower Training Commission

PMTC administers the Program. Its contact information for the purpose of this Contract is:

Physician Manpower Training Commission
5500 North Western Avenue, Suite 201
Oklahoma City, Oklahoma 73118-4022
Telephone: (405) 843-5667

12. Oklahoma Health Care Authority

OHCA administers Oklahoma's Medicaid program, known as SoonerCare, and makes the payments under the Program.

13. Physician

The Physician's contact information is shown below:

Physician Name

Physician SoonerCare Number

Physician's NPI

Physician Street Address

Physician City, State, & Zip Code

Physician Phone Number

EXECUTED: