

# EBCI Tribal Option Primary Care Provider Agreement

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This agreement (“Agreement”) is entered into as of \_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_ (“hereinafter referred to as Participant”), whose principal office is located in the city of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and the EBCI Tribal Option, a division of the Cherokee Indian Hospital Authority (“CIHA”), a component unit of the Eastern Band of Cherokee Indians, a federally recognized Indian Tribe located on the Qualla Boundary in Cherokee, North Carolina (hereinafter referred to as “EBCI Tribal Option”), and collectively referred to as “the Parties” or individually as “a Party”.

**WHEREAS**, the EBCI Tribal Option, an Indian Managed Care Entity (“IMCE”), has entered into an agreement with the North Carolina Department of Health and Human Services (“the NC DHHS”), the Division of Health Benefits, to participate in the North Carolina Medicaid and Health Choice Programs to provide managed care for federally recognized tribal members and other individuals eligible to receive Indian Health Services (“Members”); and

**WHEREAS**, the EBCI Tribal Option, a primary care case management (“PCCM”) entity, will coordinate all medical, behavioral health, and pharmacy services in the North Carolina Medicaid and NC Health Choice State Plans; and

**WHEREAS**, the goals of the EBCI Tribal Option are as follows:

- Supporting the Eastern Band of Cherokee Indians’ Tribal sovereignty;
- Supporting the NC DHHS’s overall vision of creating a healthier North Carolina;
- Delivering whole-person care through the coordination of physical health, behavioral health, addressing unmet health-related resource needs and care models with the goal of improved health outcomes and more efficient and effective use of resources;
- Utilizing cost-effective resources and uniting communities and health care systems to address the full set of factors that impact health;
- Performing localized care management at the site of care, in the home or in the community to build on the strengths of the NC DHHS’ and CIHA’s care management infrastructure; and
- Establishing a network of primary care providers to serve Members at the right time and place; and

**WHEREAS**, the Participant is a licensed, qualified primary care physician or a private or public clinic that employs or contracts the services of health care providers (“Providers”) duly licensed in the State of North Carolina; and

**WHEREAS**, the Participant and its Providers desire to participate and cooperate with the EBCI Tribal Option in the delivery of organized care management to Medicaid recipients,

**NOW, THEREFORE**, in consideration of the foregoing premises, promises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

## **I. GENERAL STATEMENT OF PURPOSE AND INTENT**

The EBCI Tribal Option is a managed care option for federally recognized tribal members and other individuals eligible to receive Indian Health Services. The EBCI Tribal Option, through

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CIHA, serving as an IMCE, is responsible for administering the EBCI Tribal Option as a fee-for-service PCCM entity.

## II. GENERAL STATEMENT OF THE LAW

The EBCI Tribal Option will be established as an IMCE as defined below. The Participant agrees to abide by all applicable laws, regulations, rules, policies, and procedures pursuant to the Medicaid program unless a federal law specific to Indian or Tribal health care providers applies.

## III. DEFINITIONS

- A. **Advanced Medical Home:** Practices that provide a range of options for patients to support their personal health goals (e.g. health education, nutrition services, and disease management) either directly or through established relationships with external providers of these services, such as disease management.
- B. **Care Coordination:** Organizing patient care activities and sharing information among all the participants concerned with a Member's care to achieve safer and more effective care. Through organized Care Coordination, Members' needs and preferences are known ahead of time and communicated at the right time to the right people to provide safe, appropriate, and effective care.
- C. **Indian Managed Care Entity (IMCE):** A MCO, PIHP, PAHP, PCCM, or PCCM entity that is controlled (within the meaning of the last sentence of section 1903(m)(1)(C) of the Act) by the Indian Health Service ("IHS"), a Tribe, Tribal Organization, or Urban Indian Organization, or a consortium, which may be composed of one or more Tribes, Tribal Organizations, or Urban Indian Organizations, and which also may include the Service. 42 C.F.R § 438.14(a).
- D. **Medical Home:** An approach to providing comprehensive Primary Care that facilitates partnerships between individual Members, their Primary Care providers, and, where appropriate, the Member's family. The Primary Care practice selected by or for a Member, through which Members receive continuous, comprehensive, and coordinated care within the PCCM Program.
- E. **Member:** An individual enrolled in and receiving Medicaid or NC Health Choice Benefits through the Tribal Option PCCM entity.
- F. **Network Primary Care Provider ("Network PCP"):** Any Primary Care provider contracted with the EBCI Tribal Option PCCM entity to deliver Care Coordination services to Members. The Network PCP is selected by or assigned to the Member to provide both sick care and well care at the Member's Medical Home and to initiate and monitor referrals for specialized services when required.
- G. **Primary Care:** All health care services customarily provided in accordance with State licensure and certification laws and regulations, except health care services provided by EBCI in accordance with laws that govern Indian Health Care, in accordance with 25 U.S.C 1641, Section 408.(a-c), and all laboratory services customarily provided by or through, a general practitioner, family medicine physician, internal medicine physician, obstetrician/gynecologist, or pediatrician.
- H. **Primary Care Case Management Entity ("PCCM Entity"):** As defined in 42 C.F.R. § 438.2, an organization that provides any of the following functions, in addition to PCCM services, for the NC DHHS:

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1. Provision of intensive telephonic or face-to-face case management, including operation of a nurse triage advice line;
  2. Development of Member care plans;
  3. Execution of contracts with and/or oversight responsibilities for the activities of fee for service (“FFS”) providers in the FFS program;
  4. Provision of payments to FFS providers on behalf of the NC DHHS;
  5. Provision of Member outreach and education activities;
  6. Operation of a customer service call center;
  7. Review of provider claims, utilization, and practice patterns to conduct provider profiling and/or practice improvement;
  8. Implementation of quality improvement activities including administering Member satisfaction surveys or collecting data necessary for performance measurement of providers;
  9. Coordination with behavioral health systems/providers;
  10. Coordination with long-term services and supports systems/providers.
- I. Purchase/Referred Care Delivery Area (“PRCDA”): Formally known as the contract health service delivery area, is a geographic area within which purchased/referred care will be made available by the IHS to members of an identified Indian community who reside in the area. For the purposes of the Agreement, refers to the five-county Contract Health Service Delivery Area where the EBCI Tribal Option PCCM entity will primarily operate; includes Cherokee, Graham, Haywood, Jackson and Swain counties.

## **IV. SERVICE AREA**

The EBCI Tribal Option service area comprises the five counties in the EBCI PRCDA, which includes Cherokee, Graham, Haywood, Jackson and Swain Counties, but may also include additional counties that are within a reasonable distance of CIHA or the EBCI Tribal Option enrolled Network PCPs.

## **V. FUNCTIONS AND DUTIES OF THE PARTICIPANT**

The Participant agrees to cooperate with the EBCI Tribal Option in the development and utilization of evidenced-based and best practice approaches to comprehensive, coordinated health care. In addition, the Participant agrees to the below stipulations.

- A. General. Participant and its Providers shall:
1. Be enrolled in NC Medicaid as required by 45 C.F.R. §455.410.
  2. Be enrolled as a Carolina Access provider or Advanced Medical Home (“AMH”) provider.
  3. Maintain standards of professional conduct, including all licenses, qualifications, accreditations, credentials and privileges required to provide the services and provide care in conformity with North Carolina licensure laws and regulations, and generally accepted medical practice following national and regional clinical practice guidelines or guidelines approved by the North Carolina Physicians Advisory Group.
  4. Complete the Application Form contained in Attachment B, attached hereto and incorporated herein by reference. Participant shall notify the EBCI Tribal Option within thirty (30) days of any changes in the information provided on the Application Form or its status in meeting its obligations under this Agreement.

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5. Provide written notice of termination of this Agreement within fifteen (15) days after receipt or issuance of the termination notice, to each Member who received his or her primary care from or was seen on a regular basis.
  6. Make interpretation services available to all Members, which includes oral interpretation and the use of auxiliary aids such as TTY/TDD and American Sign Language. Oral interpretation requirements apply to all non-English languages, not just those that the NC DHHS identifies as prevalent. 42 C.F.R. § 438.10(d)(4).
  7. Provide a welcome call to new Members to educate them about the services, to schedule initial checkups, and to assist with identifying any health issues.
  8. Receive prior approval from the EBCI Tribal Option before distributing any marketing materials concerning the EBCI Tribal Option. The Participant shall submit the marketing materials to the EBCI Tribal Option for approval at least ninety (90) days prior to proposed use of materials. Marketing materials shall not make any assertion or statement (whether written or oral) that the beneficiary must enroll with the EBCI Tribal Option to obtain benefits or in order not to lose benefits. 42 C.F.R. § 438.104(b)(2)(i). Marketing materials shall not make any assertion or statement that the Participant is endorsed by the EBCI Tribal Option, the Federal or State government or similar entity.
  9. Cooperate in regard to Member appeals and grievance procedures.
  10. Not collect Medicaid deductibles, copayments, coinsurances, or fees from the Member.
  11. Complete re-enrollment/re-credentialing of the Participant and Participant's providers with NC Medicaid.
  12. Not be excluded from participation in federal health care programs under either section 1128 or 1128A of the Social Security Act. 42 C.F.R. §438.610(b).
  13. Comply with the following that are consistent with and expressly or implicitly authorized by the authority in program(s) in which the Participant participates: federal and state laws and regulations, medical coverage policies of the NC DHHS, and all guidelines, policies, provider manuals, implementation updates, and bulletins published by CMS, the NC DHHS, the EBCI Tribal Option, its divisions and/or its fiscal agent in effect at the time the service is rendered.
  14. Have the ability to file a grievance verbally or in writing with the EBCI Tribal Option or the NC DHHS for any matter related to this Agreement, including quality, conduct, staff, Members, and contractual issues. The EBCI Tribal Option shall thoroughly investigate each grievance, make a decision about the grievance, and notify Participant of the resolution within fifteen (15) CIHA business days of receipt of the grievance (or an additional fourteen (14) calendar days if the EBCI Tribal Option shows a need for additional information and the delay is in the Participant's best interest). If Participant is dissatisfied with the disposition of a grievance, Participant may bring the unresolved issue to NC DHHS.
  15. Adopt and maintain a conflict of interest policy that complies with all federal and state laws and meets NC DHHS and Medicaid requirements.
- B. Service Provisions. Participant and its Providers shall:
1. Accept eligible Members in the order in which they apply, without discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity,

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or disability, and without restriction to the Member's free choice of family planning services and supplies providers, pursuant to the terms of this agreement.

2. See Members within the following standards of appointment availability:

Emergency Care	Immediately upon presentation or notification.
Urgent Care	Within twenty-four (24) hours of presentation or notification.
Routine Sick Care	Within three (3) days of presentation or notification.
Routine Well Care	Within thirty (30) days of presentation or notification (or within fifteen (15) days if Member is pregnant.
Hospital Discharge	Within two (2) weeks of discharge.

3. Verify Member's active Medicaid/health choice eligibility for care coordination services, the Medicaid benefit package, and service coverage. This is not verification of Medicaid eligibility.
4. Provide direct patient care a minimum of thirty (30) office hours per week.
5. Provide primary and preventative services as defined by NC Medicaid policy.
6. Provide nurse triage and advice services by telephone using a toll-free number that is available twenty-four (24) hours per day, seven (7) days per week to all Members.
7. For pregnant women, the Participant uses either the NC DHHS's high risk screening tool to identify and refer women at risk for an adverse birth outcome to a more intensive set of Care Management services.
8. Ensure timely access to and provision, coordination, and monitoring of physical and behavioral health needs to help the Member maintain or improve his or her physical and behavioral health.
9. Promptly arrange referrals for medically necessary health care services that are not provided directly and document referrals for specialty care in the medical record.
10. Maintain ongoing responsibility for the Member's follow-up care and for updating the medical record about care provided.
11. Refer potentially eligible Members to the Women's Infant Children (WIC) Program with the Member's consent to release of relevant medical record information.
12. Not make an automatic referral to the ER for non-emergencies.
13. Arrange for call coverage or other back-up to provide services in accordance with this Agreement.

### C. Records. Participant and its Providers shall:

1. Follow requirements regarding patients' records:
  - a. Maintain confidentiality of Members' medical records and personal information and other health records as required by law.
  - b. Maintain adequate and unified medical and other health records according to industry and PCCM standards.
  - c. Make copies of such medical records available to the EBCI Tribal Option and the

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NC DHHS in conjunction with its regulation of the EBCI Tribal Option. The records shall be made available and furnished immediately upon request in either paper or electronic form, at no cost to the requesting party.

- d. Maintains and shares, as appropriate, a Member health record in accordance with professional standards and state and federal law.
2. In the event a Member changes his or her primary care provider, Participant shall transfer the Member's medical record to the receiving provider upon the change of primary care provider at the request of the receiving provider or as authorized by the Member within thirty (30) days of the date of the request.
3. Inform the EBCI Tribal Option as soon as practical of any unauthorized disclosure or misuse of any Protected Health Information (“PHI”) or personal identifying information of which the Participant becomes aware.

### D. Quality Measures and Reporting

1. Participant shall coordinate and cooperate with the EBCI Tribal Option to achieve the Performance Measures that are selected annually by the EBCI Tribal Option and reported quarterly to NC DHHS. The initial Performance Measures are outlined in Attachment A, attached hereto and incorporated herein by reference, and any changes or updates shall be reported on the EBCI Tribal Option website and at the Provider Council meetings.
2. Participant shall coordinate and cooperate with the EBCI Tribal Option to address the population health priorities that are selected annually by the EBCI Tribal Option. The initial population health priorities are outlined in Attachment A and any changes or updates shall be reported on the EBCI Tribal Option website and at the Provider Council meetings.

### E. Care Management

1. Participant’s care manager shall coordinate with the EBCI Tribal Option’s care managers in completing and updating the Members’ Comprehensive Assessment and Care Needs Screening and resolving any Member issues.
2. Participant’s care manager shall timely respond to the EBCI Tribal Option’s data needs including Member visit notes, performance measures and additional required information.

## VI. DUTIES AND RESPONSIBILITIES OF THE EBCI TRIBAL OPTION

### A. The EBCI Tribal Option shall:

1. Enroll Participant as a participant of the EBCI Tribal Option and make a provider manual available on the EBCI Tribal Option website and, upon request, provide a hard copy to the Participant.
2. Provide training and technical assistance regarding the EBCI Tribal Option to Participant as required and requested.
3. Ensure that Performance Measures (see Attachment A) and specific performance targets and data requirements are provided to Participant when updated.
4. Develop and implement quality improvement activities in partnership with Participant.

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5. Monitor performance and processes of Participant's utilization of reports generated from administrative, care management and chart data to identify and address any noncompliance with standards.
6. Share results of each Member's Care Needs Screening with the Participant within seven (7) calendar days of screening, or within seven (7) calendar days of assignment to the Participant, whichever is earlier.
7. Share results of the Comprehensive Assessment with the Member and the Participant within fourteen (14) days of completion of the assessment to inform care planning and treatment planning, with Member consent to the extent required by law.
8. Provide educational information to all potential Members regarding the following: rights and protections, program advantages, enrollee responsibilities, complaint and grievance instructions, and access to oral interpretation.
9. Provide written materials that use easily understood language and format as well as alternative formats that consider the special needs of those who may have challenges accessing or interpreting the information.
10. Include the name of the Participant in the provider directory that is distributed to Members and include provider directory on the EBCI Tribal Option website.
11. Provide data and information to the Participant as described in the PCCM contract between the NC DHHS and the EBCI Tribal Option. This includes results such as: provider satisfaction survey, grievance information, quality monitoring results, quality improvement plan data, and performance improvement plan information.
12. Meet with Participant on an as-needed basis, no less than annually, to review performance results of the Participant and the PCP Network, and review any upcoming changes to performance expectations.
13. Meet the responsibilities of a PCCM Entity as reflected in Section III.H. above.
14. Establish an EBCI Tribal Option Provider Council ("Provider Council") that includes Network PCPs to regularly meet with the EBCI Tribal Option to provide updates, address and resolve issues, report on the Performance Measures and population health initiatives, and seek opportunities for the continual improvement of health care to the Members.

### **VII. GENERAL TERMS AND CONDITIONS**

#### **A. Performance Monitoring.**

1. The EBCI Tribal Option retains the right to periodically monitor Participant information and medical records of Members as may reasonably be necessary to review Participant performance relevant to the EBCI Tribal Option goals and objectives, and other reasonable, necessary and appropriate purposes during the term of this Agreement and in accordance with applicable state, federal and Tribal law.
2. Participant is subject to audits by the state, CMS, DHHS Inspector General, Comptroller General or their designees for ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later.
3. Participant, as well as subcontractors, is required to make available for audit purposes its premises, physical facilities, equipment, books, records, contracts, computer, or other electronic systems relating to Members.

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### B. Subcontracts and Assignment.

1. Participant's duties and obligations under this Agreement shall not be assigned, delegated or transferred without the prior written consent of the EBCI Tribal Option.
2. Participant shall notify the EBCI Tribal Option in writing in advance of any duties or obligations that are to be delegated or transferred.
3. If Participant subcontracts for the provision of any services to Members, the subcontracts must state that the subcontractor is bound by this Agreement the same as the Participant including Medicaid laws, regulations, applicable regulatory guidance, remedies and contract provisions. If Participant delegates to a subcontractor any activities or obligations under this Agreement, those activities, obligations and related reporting requirements must be specified in a written agreement between the Participant and its subcontractor which must provide for the revocation of these activities and obligations or specify remedies in instances where the subcontractor has not performed satisfactorily.
4. The EBCI Tribal Option shall notify Participant in writing in advance of any duties or obligations that are to be delegated or transferred.

### C. Transfer of Agreement.

1. This Agreement may not be transferred or assigned without the consent of the other Party.

### D. Compliance with State and Federal Laws.

1. Participant understands and agrees that it is subject to all applicable state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to this Agreement and the EBCI Tribal Option's managed care contract with the NC DHHS, and all persons or entities receiving state and federal funds.
2. Participant understands and agrees that any violation by a Provider of a state or federal law relating to the delivery of services pursuant to this Agreement, or any violation of the EBCI Tribal Option's contract with the NC DHHS, could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law.

### E. Hold Member Harmless.

1. Participant agrees to hold Members harmless for charges for any covered service. The Participant agrees not to bill a Member for medically necessary services covered by the EBCI Tribal Option so long as the Member is eligible for coverage.

### F. Liability.

1. Participant understands and agrees that the NC DHHS does not assume liability for the actions of or judgments rendered against the EBCI Tribal Option, its employees, agents, or subcontractors. Further, the Participant understands and agrees that there is no right of subrogation, contribution, or indemnification against the NC DHHS for any duty owed to the Participant by the EBCI Tribal Option or any judgment rendered against the Participant or the EBCI Tribal Option.



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### G. Non-discrimination and Equitable Treatment of Members.

1. Participant agrees to render Provider services to Members with the same degree of care and skills as customarily provided to the Participant's patients who are not Members, according to generally accepted standards of medical practice.
2. Participant and EBCI Tribal Option agree that Members and non-Members should be treated equitably.
3. Participant agrees not to discriminate against Members on the basis of race, color, national origin, age, sex, gender, or disability.

### H. NC DHHS Authority Related to the Medicaid Program.

1. The Participant agrees and understands that in the State of North Carolina, the NC DHHS is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs.

### I. Access to Provider Records.

1. Participant agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to the EBCI Tribal Option and Participant Agreement and any records, books, documents, and papers that relate to the EBCI Tribal Option and Participant Agreement and/or the Participant's performance of its responsibilities under this Agreement for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose the NC DHHS deems necessary for contract enforcement or to perform its regulatory functions:
  - a. The United States Department of Health and Human Services or its designee;
  - b. The Comptroller General of the United States or its designee;
  - c. The NC DHHS or its designee;
  - d. The Office of Inspector General;
  - e. North Carolina Department of Justice Medicaid Investigations Division;
  - f. Any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of the NC DHHS;
  - g. The North Carolina Office of State Auditor, or its designee;
  - h. A state or federal law enforcement agency; and
  - i. Any other state or federal entity identified by the NC DHHS, or any other entity engaged by the NC DHHS.
2. Participant shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other program integrity activities conducted by the NC DHHS.
3. Nothing in this section shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of

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Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation.

**J. Provider Ownership Disclosure.**

1. Participant agrees to disclose the required information, at the time of application, and/or upon request, in accordance with 42 C.F.R. § 455 Subpart B, related to ownership and control, business transactions, and criminal conviction for offenses against Medicare, Medicaid, CHIP and/or other federal health care programs. See 42 C.F.R. § 455, Parts 101 through 106 for definitions, percentage calculations, and requirements for disclosure of ownership, business transactions, and information on persons convicted of crimes related to any federal health care programs.
2. Participant agrees to notify, in writing, the Tribal Option and the NC DHHS of any criminal conviction of Participant or its Providers within twenty (20) days of the date of the conviction.

**K. Key Contacts.**

1. Each Party shall appoint an individual as its key contact person for issues surrounding this Agreement:

EBCI Tribal Option:	Participant:
Name: _____	Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

2. Each Party shall provide written notification to the other Party of any changes with the key contact person.

## VIII. CONTRACT TERMINATION

**A. This Agreement may be terminated immediately upon any of the following occurrences:**

1. Termination of the Agreement for Participation as a PCCM between the NC DHHS and the EBCI Tribal Option.
2. Revocation of a Provider's license to practice medicine in the state of North Carolina, a revocation of Provider's certification as a participating provider under Title XIX (Medicaid) of the Social Security Act, and/or cancellation of such Provider's liability insurance.
3. Failure to maintain Participant's or a Provider's enrollment as a Medicaid provider, as required by 45 C.F.R § 455.410.
4. A confirmed finding of fraud, waste, or abuse by the NC DHHS or North Carolina Department of Justice Medicaid Investigations Division against the Participant or its Providers.
5. Upon any of the above occurrences with a particular Participant's Provider, EBCI Tribal Option may exclude that Provider from participating in this Agreement while allowing the Participant and its remaining Providers to continue their participation.

**B. This Agreement may be terminated by the EBCI Tribal Option under any of the**



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## Attachment A

### Performance Measures

The EBCI Tribal Option will initially focus on three quality measures that will be reported quarterly to NC DHHS:

<b>Clinical Measure</b>	<b>Performance Target</b>
Diabetes	HBA1c Control < 9.0%
Hypertension – Controlling Blood Pressure	Both a representative systolic BP < 140 mm Hg and a representative diastolic BP of < 90 mm Hg
Childhood Immunizations	Recommended Immunizations for 19-35 months of age

### Population Health Priorities

The EBCI Tribal Option will initially focus on the following population health priorities: Diabetes, Hypertension, Tobacco Cessation, Immunizations, and Substance Use.

The population health priorities and Performance Measures will be reported on and discussed at the Provider Council Meetings.



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## Certifications

As a participating practice of the EBCI Tribal Option, we attest to the following:

Our practice:

- Can meet all the requirements of the EBCI Tribal Option Primary Care Provider Agreement.
- Has not filed a petition for bankruptcy or insolvency, and has not had an involuntary petition filed against it.

Our providers, our personnel and those with 5% or more ownership interest in our practice:

- Have not been debarred, excluded, suspended or otherwise ineligible to participate in any federal health care program.
- Have not had their license terminated, suspended, restricted, or reduced in any manner.
- Are not suspended or otherwise barred from participation in any state or federal health care program.
- Have not plead guilty or no contest to, or have not been convicted of a criminal offense related to the provision of health care items or services.
- Are not the subject of disciplinary action by any state or federal body or agency.
- Are not the subject of any administrative, judicial, or other proceeding, action or settlement involving the alleged violation of a state or federal health care fraud and abuse or patient safety law, rule, or regulation.

I attest that all information contained in this application is a true and accurate representation of our practice and providers and we will immediately notify the EBCI Tribal Option of any changes in this application.

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title