

Absentee Shawnee Tribal Health Authority, Inc.  
**Contract Health Services  
Guidelines**



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**Excluded service.**

In no event is the Contract Health Department to issue a Coordination of Benefits for any of the following services: a) fertility work-up and/or fertility drugs; b) reversal of tubal ligation and/or vasectomy; c) experimental surgical procedures as viewed "experimental" by the normal and customary standards of the medical professionals; d) hyperalimentation; e) elective corneal vision correction, including but not limited to, rk, prk, lasik; f) contact lens insurance; g) chiropractor; h) TMJ and orthognathic surgery; i) bariatric and/or weight loss surgery or drugs; j) cosmetic surgery, usual and customary definitions; k) substance abuse rehabilitation; l) inpatient psychiatric care that exceeds \$5,000, "life time benefit"; m) outpatient psychiatrists; n) acupuncture; o) Benefits will not be paid for injuries sustained while committing an illegal act; p) Injury sustained while participating in any interscholastic, intercollegiate or professional sport, contest or competition or while participating in any practice or conditioning program for such, except that we will provide secondary coverage if Tribal Member has primary coverage; q) This policy does not cover injuries caused or resulting from skydiving, parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping or flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight or commercial vehicle; r) Hospice care that exceeds a maximum lifetime benefit of \$3,000; and, s) Private room charges for inpatient hospital stays will not be a covered benefit of Contract Health, unless the member's hospitalization involves a highly contagious condition, or the physician orders a private room due to the condition of the tribal member; t) Injury occurred as a result of alcohol and/or drug use.

**Monetary Limits on the issuance of a Coordination of Benefits.**

The Contract Health Department is limited on the amount of money available for obligation under the Coordination of Benefits. In no event are monetary limits contained in sections B, C and D to be exceeded by Contract Health in completing a Coordination of Benefits.

The monetary limit on the Contract Health Department under Section A is \$4,500 per Coordination of Benefits. Any Coordination of Benefits that is estimated to exceed the \$4,500 limit is to be reviewed and approved and/or denied by Case Management Medical Review Committee ("CMMR") (see CMMR Guidelines for specifics and appeal rights). There will be emergency and/or urgent requests for a Coordination of Benefits that exceed the monetary limit due to circumstances that require immediate attention to preserve life, limb and/or the quality and/or quantity of life. These are known as ASAP Coordination of Benefits. Due to such immediate needs of the Tribal Member for services from Providers, the Contract Health may issue such ASAP Coordination Benefits is to be presented to the next CMMR meeting for ratification. Approval of Referrals and Issuance of Coordination of Benefits are subject to availability of funds.

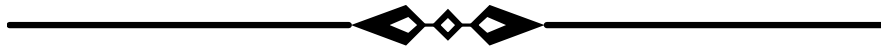
**Delivery of Coordination of Benefits to Providers.**

A Tribal Member who has not completed an initial intake form, or who has not had such intake form updated within a six (6) month period, must pick up their Coordination of Benefits from Contract Health/Third Party Resources, except an ASAP Coordination of Benefits which will be directly sent to the Provider. In such cases the Tribal Member will be responsible for delivery of the Coordination of Benefits to the Provider. It will be within Contract Health's and/or Third Party Resources' discretion to determine the method of delivery for the Coordination of Benefits on Tribal Members not requiring additional information.

**Conflict of Interest Policy.**

A conflict of interest may arise when employees issue a Coordination of Benefits, supervise or actually provide the healthcare of immediate family members or serve on committees which have authority to review and/or approve services rendered to immediate family members. Immediate family members are defined as spouse, parents, brother, sister, children, grandchildren and grandparents. To prevent a conflict of interest from arising the following procedures are to be followed:

1. Employees cannot generate a referral for themselves or immediate family members;
2. Employees and/or committee members must abstain from voting on issues and/or decisions involving themselves or immediate family members;
3. Employees are prohibited from submitting a purchase requisition for claims involving themselves or immediate family members;
4. Employees are prohibited from referring and/or providing direct health care services to themselves or immediate family members; and
5. It is the duty and responsibility of the EMPLOYEE to notify their Administrative Supervisor of any potential conflicts of interest prior to any action by the Employee on a request for referral or payment of medical care. The supervisor shall make other arrangements to provide the necessary services. Failure to inform the supervisor of the conflict is a breach of job duty and is grounds for dismissal.



**Section: A Specialty Care and Surgeries**

*Services not provided at Tribal Clinics*

All referrals for services under **Section: A** will be approved through Contract Health and are to be Physician driven (a physician, or in the case of pediatric dentistry, a dentist, must request the referral), with the exception of those referrals for services under **Sections: B** and **C**. This process begins when a Physician requests a referral for a health care service to a provider through Contract Health. When Contract Health receives this request, the Physician will have determined on the request if it is of an urgent or emergency nature. If the request is of "urgent" or "emergency" nature, Contract Health will regard this referral as an **ASAP request referral** and move this referral request in front of all other requests until this urgent or emergency referral is completed. All other referrals will be processed within ten (10) working days of a request and will be evidenced by a Coordination of Benefits if INSIDE or OUTSIDE CATCHMENT AREA requirements are met.

**Eligibility for pregnancy benefits.**

Upon Contract Health receiving copy of pregnancy test, eligibility for tribal enrollment of mother and father will be evaluated by Third Party Resources to determine enrollment status of future child. Contract Health benefits for pregnancy will be extended to a non-Tribal member female residing within the Catchment Area that is **married** to an enrolled member, **if such evaluation evidences the child will be eligible for enrollment on the Absentee Shawnee Tribe membership roll**. Contract Health Benefits will be extended to a pregnant enrolled Tribal member, as stated in this guideline whether the child is eligible for enrollment or not. The Contract Health benefits for pregnancy do not extend to individuals residing outside the Catchment Area. Pregnancy benefit will not to be extended to an enrolled member of another tribe even though the baby is eligible for AST enrollment.

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These Contract Health benefits for which a Coordination of Benefits may be completed include and are limited to: pre-natal care; delivery; hospitalization of the mother relating to the birth and delivery of the baby; and a six week check-up for the mother. Under no circumstances are expenses covered for the Tribal Member's non-eligible baby once the baby is born. A newborn eligible for enrollment in the Tribe's membership will be given temporary coverage of Contract Health benefits for a three (3) month period beginning at the time and date of its birth. This temporary coverage provides the parents of the newborn time to complete Tribal enrollment procedures. If newborn's enrollment is not complete within 3 month period, Contract Health benefits pursuant to these guidelines will terminate.

**Physical Therapy Coordination of Benefits.**

Upon Contract Health's receipt of a physician's request for a referral, an Acute Physical Therapy Coordination of Benefits may be issued by Contract Health for a Physical Therapy consult visit requesting baseline measures, goals and measurable objectives. No further Coordination of Benefits will be issued until such baseline information, including goals and objectives, has been received and reviewed by Contract Health. Contract Health will not issue a consult Coordination of Benefits, irrespective of whether the Tribal Member has a third party resource or not, where such Physical Therapy falls outside the definition of Acute Physical Therapy. An Acute Physical Therapy Coordination of Benefits will be reissued where the patient is showing progress towards meeting the preset goals and objectives of the Physical Therapist. If little or no progress is shown, a continuing Coordination of Benefits will not be reissued

**INSIDE CATCHMENT AREA**

Before a Coordination of Benefits for health services is granted to members residing within the Catchment Area, the requirements below must be completed and in place;

1. An intake form completed by the member and such data entered and/or
2. updated by Third Party Resources, and Third Party Resources has conducted a review for availability of third party payment; and
3. The terms necessary for a Coordination of Benefits are finalized by Contract Health.
4. Subject to availability of funds.

If a member has private insurance and such insurance allows the usage of Providers within the Catchment Area, a Coordination of Benefits will be given to these Providers. The Tribal Health Program will pay the co-pay, deductible, and/or remaining balances for the services rendered to the member pursuant to the Coordination of Benefits. **If a member fails to comply with these requirements and/or refuses to cooperate with Contract Health, and Third Party Resources Department on obtaining other third party resources for payment, payment for services rendered to the member will be denied, and/or the request for referral will be denied.**

**OUTSIDE CATCHMENT AREA**

A Coordination of Benefits for these services will not be extended to members residing outside of the Catchment Area, unless such member returns to the Catchment Area and establishes residency to be served through Contract Health, unless otherwise addressed. Before a Coordination of Benefits is completed, the requirements of Section A, INSIDE CATCHMENT AREA items 1. and 2. must be completed and in place.

If a member has private insurance and such insurance allows the usage of Providers within the Catchment Area, a Coordination of Benefits will be given to these Providers within the Catchment Area, and the Tribal Health Program will pay the co-pay, deductible, and/or remaining balances for the services rendered to the member pursuant to the Coordination of Benefits within the Catchment Area. If the third party will not allow the use of Providers in the Catchment Area, a Coordination of Benefits will not be issued or completed. **If a member fails to comply with these requirements and/or refuses to cooperate with Contract Health, and the Third Party Resources Department on obtaining other third party resources for payment, payment for services rendered to the member will be denied, and/or the request for referral will be denied.**

**Section: B Optometry Services**

*Routine eye care, eyeglasses and contact lenses*

Beginning May 1, 2011 all Tribal Members without a third party resource must use the Absentee Shawnee Tribal Optometry Clinic in Shawnee for Optometry Services. Tribal members with a third party resource will be able to use an Optometry provider within their third party resource network, if prior to such visit they request a Coordination of Benefits from Contract Health Department. Upon a request to Contract Health from a member for this service, a Coordination of Benefits will be issued by Contract Health. Diabetes and other higher levels of eye care are administered and available under **Section: A - Specialty Care and Surgeries** (see above). Eligible Tribal Members over the age of 40 can self present for diabetic eye exam. Those under 40 years of age must have a physician referral. If a member fails to comply with these guidelines and refuses to cooperate with Contract Health, and the Third Party Resources Department on other third party resources for payment, payment for services rendered to the member will be denied and/or the issuance of a Coordination of Benefits will be denied.

If a member has private insurance and such insurance allows the usage of Providers within the Catchment Area, a Coordination of Benefits will be given to these Providers within the Catchment Area. The Tribal Health program will pay the co-pay, deductible, and/or remaining balances for the services rendered to the member pursuant to the Coordination of Benefits in an amount not to exceed \$350.00 per year.

**INSIDE CATCHMENT AREA**

Before a Coordination of Benefits for health services is granted to members residing within the Catchment Area, the requirements below must be completed and in place:

1. An intake form completed by the member and such data entered and/or updated by Third Party Resources, and Third Party Resources has conducted a review for availability of third party payment; and
2. The terms necessary for a Coordination of Benefits are finalized by Contract Health.
3. Subject to availability of funds.

**OUTSIDE CATCHMENT AREA**

Before a Coordination of Benefits for health services is granted to members residing outside of the Catchment Area, the requirements below must be completed and in place:

1. An intake form completed by the member and such data entered and/or updated by Third Party Resources, and Third Party Resources has conducted a review for availability of third party payment; and
2. The terms necessary for a Coordination of Benefits are finalized by Contract Health.
3. Subject to availability of funds.



**Section: C Dental Services and Orthodontics**

*Cleaning, fillings, root canals, routine extractions, crowns, dentures, and orthodontics;*

**Dental Services.**

Beginning February 1, 2002, all Tribal Members without a third party resource must use the Absentee Shawnee Tribal Dental Arts Clinic in Little Axe for Dental Services. Tribal members with a third party resource will be able to use a dental provider within their third party resource network, if prior to such visit they request a Coordination of Benefits from Contract Health Department. Dental Services include the cleaning of teeth, fillings, root canals, routine examinations, crowns, and dentures. Dental Services above this level of care that are medically justified and are necessary to preserve the quantity and quality of life are available under **Section: A Specialty Care and Surgeries**, (see above). Upon a request to Contract Health from the Absentee Tribal Dental Arts for this service, a Coordination of Benefits will be issued. If a member fails to comply with these guidelines and refuses to cooperate with Contract Health and the Third Party

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Resources Department on obtaining other third party resources for payment, payment for services rendered to the member will be denied, and/or the request for referral will be denied. The Tribal Health Program will pay an amount not to exceed \$1,000 per calendar year.

If a Tribal Member has private insurance or other third party payment resources and such insurance/resource allows the usage of Providers within the Catchment Area, a Coordination of Benefits from Contract Health Department will be given to these Providers within the Catchment Area without visiting the Absentee Shawnee Tribal Dental Arts Clinic. The Tribal Health Program will pay the co-pay, deductible, and/or remaining balances for the services rendered to the member pursuant to the Coordination of Benefits in an amount not to exceed \$1,000 per calendar year.

**Pediatric Dentistry.**

All Tribal Members, without a third party resource for payment, who are in need of pediatric dentistry, may be referred to a dentist who specializes in the care of children with special needs. The request for a referral to a Pediatric Dentists will come from the Absentee Shawnee Tribal Dental Arts Clinic. If the child has a third party resource, a pediatric dentistry provider within the third party resource network may be used if a Coordination of Benefits is requested by the Tribal Member from Contract Health prior to such visit. Due to the nature of the problems that arise in this age group, costs for treatment plans usually exceed the \$1,000 annual limit. If this occurs, the request for a referral will be transferred to a contract health specialist, and follow the guidelines for **Section: A Specialty Care and Surgeries** (see above).

**Orthodontics.**

All Tribal Members, irrespective of third party resource, must visit the Absentee Shawnee Tribal Dental Arts Clinic to request a referral for orthodontics. The Absentee Shawnee Dental Arts Clinic will then request a Coordination of Benefits to an orthodontist if need is assessed. Contract Health Services Department has the authority to issue Coordination of Benefits for such orthodontic requests. The aggregated of costs incurred for orthodontics shall in no event exceed a lifetime limit of \$2,000 per individual. This \$2,000 limit can be used in multiple visits over a three (3) year period; however, in no event will the aggregated amount of orthodontic costs paid for each tribal member exceed \$2,000 lifetime limit.

**INSIDE CATCHMENT AREA**

Before a Coordination of Benefits is issued to members residing within the Catchment Area, the requirements below must be completed and in place:

1. An intake form completed by the member and such data entered and/or updated by Third Party Resources and Third Party Resources has conducted a review for availability of third party payment resources; and
2. The terms necessary for a Coordination of Benefits are finalized by Contract Health.
3. Subject to availability of funds.

**OUTSIDE CATCHMENT AREA**

These services will not be extended to members residing outside of the Catchment Area, unless such member returns to the Catchment Area and establishes residency to be served through the Absentee Shawnee Tribal Dental Arts Clinic as outlined above. Only if this is followed will Contract Health Department issue a Coordination of Benefits after completion of the requirements of Section C., INSIDE CATCHMENT AREA items 1. and 2. set forth above.

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**Section: D Hearing Aids**

*Devices used to improve or aid with hearing*

Contract Health has the authority to issue a Coordination of Benefits for payment of services rendered to each member not to exceed \$1,500 per term (the term is a period of three (3) calendar years) for hearing aids and/or devices upon receipt of physician's request and justification that such aids are necessary. Tribal Members requiring exceptional hearing aids or devices that exceed \$1,500 but are less than \$4,000 shall be medically justified and approved by CMMR prior to a Coordination of Benefits being issued and completed. Upon Contract Health's receipt of such physician's documentation for hearing devices less than \$1,500, a Coordination of Benefits will be issued by Contract Health. If a member fails to comply with these guidelines and refuses to cooperate with Contract Health, and the Third Party Resource Department on other third party resources for payment, payment for services rendered to the member will be denied and/or the issuance of a Coordination of Benefits will be denied.

If a member has private insurance and such insurance allows the usage of providers within the Catchment Area, a Coordination of Benefits will be given to these providers within the Catchment Area. The Tribal Health Program will pay the co-pay, deductible, and/or remaining balances for the services rendered to the member pursuant to the Coordination of Benefits amount not to exceed \$1,500 per term, or \$4,000 per term with CMMR'S approval present.

**INSIDE CATCHMENT AREA**

Before a Coordination of Benefits is issued to members residing within the Catchment Area, the requirements below must be completed and in place:

1. An intake form completed by the member and such data entered and/or updated by Third Party Resources and Third Party Resources has conducted a review for availability of third party payment resources; and
2. The terms necessary for a Coordination of Benefits are finalized by Contract Health.
3. Subject to availability of funds.

**OUTSIDE CATCHMENT AREA**

These services will not be extended to members residing outside of the Catchment Area, unless such member returns to the Catchment Area and establishes residency to be served through Contract Health. Only in this instance will Contract Health provide this service to members residing outside the Catchment Area. The Contract Health Department will then refer the member to providers inside the Catchment Area under contract to the Health Program after completion of the requirements of Section D., INSIDE CATCHMENT AREA, items 1. and 2. set forth above.



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**Section: E Emergency Room Services**

*Emergency and Urgent Care Services*

Emergency Room Services that do not result in an inpatient stay are available to a Tribal Member through the Contract Health Program. Such services must be for medical attention related to an "emergency care" or "urgent care" situation. This benefit is available to each Tribal Member residing within the Catchment Area, if, and only if, all of the following requirements are met:

1. An intake form is completed by the member and such data is entered and/or updated by Third Party Resources;
2. Third Party Resources has conducted a review for third party payment resources; and
3. One of the following occurs:
  - a. Evidence exists that a member received "triage" from the Tribal Health Care Program and was told to seek ER attention;
  - b. Evidence exists that on the next business day or at least within 72 after the ER visit, "72 Hour Notification" was given to Contract Health of this ER visit and the Health Director, or Health Director's designee, makes, determination such care was sought in an "emergency care" and/or "urgent care" situation based on emergency reports; or
  - c. Evidence exists that a third party resource has made determination such services were "emergency care" or "urgent care" (such evidence may include payment from private insurance).
  - d. Evidence exists that the visit was medically necessary. Medical priorities have been established for determining which referrals can be authorized for payment.
4. Subject to availability of funds.

If none of the above is found, then the Health Director or Health Director's designee is to deny payment of the ER visit.

It is the responsibility of the tribal member to have the emergency room bill and reports sent or delivered to Contract Health for presentation to the Health Director or designee. A denial letter from the Health Director, or designee, will be sent to the member and the Provider if all the requirements above are not fulfilled. The denial letter will provide the member with: a right to appeal the decision of not paying the ER visit's invoice to CMMR Committee; the right to present such case in person; and the date that such right to appeal expires, (see Section: F "Case Management and Medical Review Committee Guidelines and Appeal Rights").

If a member fails to comply with these guidelines and refuses to cooperate with Contract Health and/or Third Party Resources on obtaining other third party resources for payment, payment for the health care services rendered to the member will be denied, and/or the request for the Coordination of Benefits will be denied.

**These ER services are available only to members residing in the Catchment Area.**

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**Section: F Case Management and Medical Review**

*Committee Guidelines and Appeal Rights*

The CMMR Committee is to use this Section: F, along with the Contract Health Guidelines, as amended, in addressing issues and making decisions presented to it by appeal from aggrieved Tribal Members or by the Contract Health Department. Medical decisions, if any, are to be made by the individuals that comprise the CMMR Committee, using their level of expertise and are subject to availability of funds.

1. The CMMR Committee is to address each ASAP Coordination of Benefits that was issued by the Contract Health Department since the last CMMR Committee meeting for ratification and confirmation. This ASAP COB was issued due to a medical emergency and exceeded the monetary limitation imposed on the Contract Health Department, as addressed herein.
2. All Special requests that exceed the monetary limit set by the Contract Health Guidelines are to be forwarded to the Health Program Board of Directors for action. No decision is to be taken by the CMMR Committee; however, the CMMR Committee is to review such request and make recommendation to the Health Board of Directors for medical necessity.
3. Aggrieved Tribal Members who have received administrative denials from the Health Program will be given the right to appeal such denials. The individual will be given the right to appeal the administrative denial in a written notice from the Health Program instructing them of the date and method to appeal the decision to the CMMR Committee. The last date that such aggrieved Tribal Member can appeal this administrative denial and the fact that the aggrieved Tribal Member may appear in person before the CMMR Committee, will also be in the initial denial letter. Such right to appeal will be 30 days from the date of the denial letter. The CMMR committee is to hear any such appeal and render its decision accordingly. In no event will an appeal be accepted by CMMR when there is evidence of denial's delivery to the tribal member's address or receipt of letter by tribal member at the address on record, and the appeal request is dated after the 30 days of the initial administrative denial letter. (Mailing to tribal member at address on record will be deemed to be evidence of delivery.)

When an issue is appealed based on an ER visit where no evidence of "triage" is found, and no evidence that "72 Hour Notification" was given; the CMMR Committee shall make a determination using the criteria of whether such ER services were of an "emergency care" or "urgent care" based on emergency room reports.

If the CMMR Committee decides against the aggrieved party on the appeal, the aggrieved Tribal Member will be verbally instructed of the denial after the meeting, if such party is in attendance. A written denial will also be mailed from the CMMR Committee. The written and verbal statement, if required, will advise the aggrieved party of the right to appeal the CMMR Committee's decision to the Health Board. The written and verbal statement will give the aggrieved party the right to appear before the Health Board in person and plead their own case as a final right to appeal. It will also contain the last date that such aggrieved party can make this final appeal to Health Board of Directors, which in no event shall exceed two months.

If the Health Board of Directors decides against the aggrieved party on an appeal from the CMMR Committee, there is no further right to appeal, unless proper notices were not given. If all proper notices were not given as decided by the Health Director and the Health Board of Directors, then the aggrieved party can appeal one last time to the Health Board of Directors.

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**Definitions.**

Acute Physical Therapy is defined herein to be physical therapy that is initiated within 60 days following the onset of illness, of surgery, or the initial injury that caused the need for Physical Therapy. It specifically excludes chronic occurrences that past medical evidence and studies have shown to have little or no "long term benefit" for such therapy. Long term benefit is defined herein to be the ability to discontinue the Physical Therapy and keep or improve the patient's baseline measurements of pain status at the time the Physical Therapy was discontinued.

CMMR Committee voting Members shall consist of: Dentist, Health Director, Medical Director, Case Manager, Physician's Assistant, Community Health Supervisor, Diabetes Coordinator, Behavior Health Supervisor, Third Party Billing Supervisor, Third Party Resource Specialist and Pharmacist.

Catchment Area is defined as: living and residing within any one of these Counties in the State of Oklahoma: Pottawatomie, Oklahoma, Cleveland, Logan, and Lincoln.

Emergency care is defined as: treatment for a sudden, life or limb threatening illness or injury which requires prompt medical treatment or which would result in serious effects on the health of the patient if not immediately treated.

Physical Therapy is defined herein to be rehabilitation concerned with restoration of function and prevention of disability following disease, injury, or loss of body part. The rehabilitation is performed by an individual who has successfully completed an accredited physical therapy education program and has passed a licensing examination, and who is then legally responsible for evaluation, planning, conducting, and supervising a physical therapy program.

72 Hour Notification is defined as: a telephone call or a personal visit is made to Contract Health by the member, a close family member, or a relative where information on the member's visit to the ER is disclosed to Contract Health and such call or personal visit occurs on the next business day or within 72 hours of the member presenting him/her self to the ER. Even if the ER visit results in the hospitalization of the member, the 72 hours is measured from the date and time of the initial presentment to the ER for services.

Triage is defined as: a call to the clinic during business hours or a call to the after hour telephone number which results in speaking with a licensed health care professional on call. The health care professional must be an LPN, RN, a physician's assistant, or a medical physician.

Urgent care is defined as: treatment of an unexpected illness or injury that is not life or limb threatening, but which is severe or painful enough to require treatment within 24 hours. Examples include, but are not necessarily limited to: lacerations, high fever, severe vomiting, and diarrhea, pulled muscles, or similar illnesses.

Residency Must have proof of residency in Catchment Area for 6 Months (gas & electricity bill in patient's name, lease/rent receipt) If residing/boarding with another household, residency still applies, but head of household to write notarized statement to that effected.

Coordination of Benefits (COB) is the document used to establish benefits payable to a provider per visit and/or encounter.

Referral is a physician driven document that is identifies medical need for care outside of what the referring physician can provide as a direct service.



These guidelines were approved by the Absentee Shawnee Tribe of Oklahoma's Health Board of Directors the 13th day of July, 2004 effective January 1, 2005.

Further amended by the Absentee Shawnee Tribal Health Authority, Inc. Health Board of Directors this 19th day of April, 2011 effective May 1, 2011.

**Certification of Amendments**

\_\_\_\_\_  
Troy Little Axe, Chairman

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Greg Terrell, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date