

Data Sharing Agreement Between  
The Oklahoma Health Care Authority  
And

Respondents to the RFI (Request for Information) for the Incorporation of Predictive Modeling in  
Pre-Payment Claims Review

**I. INTRODUCTION**

This agreement is entered into by the Oklahoma Health Care Authority (OHCA) and the Respondent to exchange data for the sole purpose of the above referenced RFI

**II. DEFINITIONS**

1. Restricted Data – the de-identified data provided by OHCA to Respondent.
2. Subcontractor – an affiliate, agent, subcontractor, or other person or entity.
3. SoonerCare – Oklahoma Medicaid.

**III. SCOPE AND PURPOSE**

- A. This Agreement establishes the terms and conditions under which OHCA will disclose Restricted Data to Respondent.
- B. Respondent shall use Restricted Data solely for the purpose(s) set forth in Exhibit A to this Agreement.
- C. All Restricted Data provided to Respondent under this Agreement is owned by OHCA; however, Respondent shall have permission to use Restricted Data as specified in this Agreement.

**IV. CONFIDENTIALITY**

- A. Respondent shall use or disclose Restricted Data only for purposes stated in Exhibit A except as otherwise required by applicable state or federal law.
- B. Respondent shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Restricted Data and to prevent unauthorized use of the Restricted Data in accordance with 42 CFR 431.300 et seq.
- C. Respondent shall not permit access to Restricted Data to subcontractors, nor assign or delegate duties described herein to subcontractors without the prior written approval of OHCA. Respondent shall be responsible for the subcontractor's performance, and for meeting all the terms of the Agreement. All subcontractors are prohibited from the independent use of information, statistics, project results, and reports prepared pursuant to this agreement without the prior written approval of OHCA.
- D. Respondent shall ensure access to Restricted Data will be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement on a need-to-know basis. Respondent shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to Restricted Data to any unauthorized person or entity.
- E. Respondent shall not use Restricted Data to identify or contact any individual person, family or household, or employer. If Respondent inadvertently identifies an individual person, family or household, or employer when employer identification was not intended to be shared, or inadvertently discovers a technique for doing so, Respondent will promptly report the identification or discovery both by telephone and in writing to OHCA, but will not reveal it to any other person or entity. Respondent also agrees to mitigate, to the extent feasible, any harmful effect that is known to Respondent as a result of such inadvertent identification.
- F. Respondent shall not attempt to link Restricted Data with any other dataset containing information about SoonerCare members, unless Respondent first describes such activity and

receives approval from OHCA, provided that such activity would not allow the re-identification of the Restricted Data at any time.

- G. Any disclosure of Restricted Data must be approved in advance by OHCA and then only to individuals expressly authorized to review such information under federal or state laws. If Respondent, employees, or subcontractors discloses or attempts to disclose Restricted Data, an injunction may be obtained to prevent that disclosure as well as any other remedies at law that may be available. Respondent shall provide written notice to OHCA of any use or disclosure of Restricted Data not provided for by this Agreement of which Respondent becomes aware within five (5) business days of its discovery.
- H. Respondent shall immediately provide written notice to OHCA upon receipt by Respondent of a subpoena or other legal process that seeks disclosure of Restricted Data, so that OHCA may have the option to seek a protective order, on OHCA's own behalf, with respect to such Restricted Data. Respondent will fully cooperate with any attempt by OHCA to seek such a protective order, including but not limited to withholding from production any data before OHCA has had an opportunity to obtain such an order or to seek review of the denial of such an order or the issuance of an order that OHCA deems insufficiently protective.

**V. CONTACT INFORMATION**

Using the form below, provide the name, address, phone, fax and e-mail address for the individual the OHCA will contact regarding the data referenced in this Agreement and the corresponding RFI.

Contact Name \_\_\_\_\_

Contact Address \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Contact Fax Number \_\_\_\_\_

Contact E-mail Address \_\_\_\_\_

**VI. TERM AND TERMINATION**

- A. This Agreement shall take effect as of the date of signature by both parties, and will continue for as long as Respondent has Restricted Data from OHCA.
- B. This Agreement may be canceled by written notice of termination provided by the canceling party; the termination shall be effective 30 days after the date of the notice, or at a later date as specified in the termination notice.
- C. In the event of a material breach or violation of the Agreement by Respondent, if Respondent does not cure the breach or violation within twenty (20) business days of notice thereof from OHCA, then OHCA may terminate the Agreement and request that Respondent destroy or return all Restricted Data provided by OHCA to Respondent and by Respondent to their agents or subcontractors. If requested by OHCA upon termination, Respondent will ensure that all originals and copies of Restricted Data, on all media and as held by either Respondent or their agents or subcontractors, will be either returned to OHCA or destroyed within twenty (20) business days of termination of this Agreement and will certify on oath in writing to such return or destruction within such twenty (20) business days.

## **VII. SECURITY CONTROLS**

### **A. Media Controls**

In the event that data is exchanged via the Internet or File Transfer Protocol (FTP) adequate encryption and the employment of authentication/identification techniques are required for use in safeguarding Restricted Data. Furthermore, OHCA reserves the right to audit any organization's implementation of, and/or adherence to the requirements, as stated in this agreement upon thirty (30) days notice during reasonable business hours. This includes the right to require that any organization utilizing the Internet or FTP for transmission of Restricted Data submit documentation to demonstrate that it meet the requirements contained in this agreement.

### **B. Physical Access Controls**

Physical access control (limited access) is required. OHCA requires procedures for limiting physical access to Restricted Data by ensuring that only authorized personnel have proper access.

### **C. Workstation Controls**

Each organization is required to have a policy/guidance on workstation use. These documented instructions/procedures must delineate the proper functions to be performed and the manner in which those functions are to be performed (for example, logging off before leaving a workstation unattended, transferring data, etc).

### **D. Workstation Location**

Each organization is required to put in place physical safeguards to eliminate or minimize the possibility of unauthorized access to information due to the location of a workstation.

## **VIII. MISCELLANEOUS**

- A. Respondent will indemnify, defend, and hold harmless OHCA and any of OHCA's affiliates, and their respective trustees, officers, directors, employees and agents, from and against any claim, cause of action, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees and court costs, arising out of or in connection with any unauthorized or prohibited use or disclosure of Restricted Data or any other material breach of this Agreement by Respondent.
- B. Respondent agrees to cite OHCA as a data source for all studies and other applications that use or rely on Restricted Data originating from OHCA.
- C. The parties agree to amend this Agreement, as necessary for OHCA to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data. Any such amendment shall be signed by the authorized officials of both parties.
- D. Any ambiguity in this Agreement shall be resolved to permit OHCA to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- E. There are no intended third party beneficiaries to this Agreement. Without in any way limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement gives rise to any right or cause of action, contractual or otherwise, in, by, or on behalf of the individuals or entities whose information is used or disclosed pursuant to this Agreement.
- F. The waiver by either of the parties of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time. No party may rely on the waiver of a provision of this Agreement unless the party obtains written consent signed by the waiving party.
- G. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, by certified or registered mail with return receipt requested, or at the time it is deposited with an overnight

courier, addressed as specified on the signature page.

- H. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement will be binding for the benefit of the parties hereto and their respective successors and assigns.

**IX. AGREEMENT EXECUTION**

The parties have executed this Agreement effective upon the date of signature by both parties.

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name: Nicole M. Nantois

Title: Deputy General Counsel

Company Name Oklahoma Health Care Authority

Address 1 2401 N.W. 23<sup>rd</sup> Street, Suite 1-A

City, State, Zip Code Oklahoma City, OK 73107-2423

Signature: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name \_\_\_\_\_

Address 1 \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

**ATTACHMENT A**  
Data Sharing Agreement Between  
The Oklahoma Health Care Authority  
And  
Respondents to the RFI (Request for Information) for the Incorporation of Predictive  
Modeling in Pre-Payment Claims Review

This agreement describes the planned research and uses of data under the data sharing agreement between Respondent and OHCA.

Under this agreement, the OHCA shall provide Restricted Data on SoonerCare members age 0-64, including claims and eligibility files, for the purpose of research by Respondent. Research may lead to the development of additional quality measures, and include analyses of the following items:

- Analyses of performance and predictive validity of quality measures;
- Treatment outcomes;
- Predictive validity of various measures of care processes and quality;
- Trends;
- Prescribing patterns among different subsets of prescribers;
- Utilization of related services such as hospitalization;
- Comorbidity of behavioral health and other conditions;
- Adherence and related outcomes; and,
- Other topics.

The eligibility data shall include the following variables:

- Date of birth;
- Variables needed for identifying periods of SoonerCare eligibility;
- Aid category code (reason/basis for eligibility);
- Sex;
- Race;
- Ethnicity;
- Date of death (if applicable); and,
- Inpatient, outpatient, physician, and pharmacy claims for health care services received by members.

The identifying data on the providers will be limited to NPI numbers; all remaining data (i.e., provider ID, name, address, etc.) will be de-identified before OHCA delivers the data to Respondent.

The claims data shall include the following variables:

- First date of service;
- Last date of service;
- Diagnoses (codes and descriptions);
- Procedures (codes and descriptions);
- Paid amounts;
- Provider types and specialties;

- ICNs (claim numbers);
- Diagnosis-Related Group (DRG) codes and descriptions (inpatient claims only);
- For pharmacy claims, these additional variables: prescribed and dispensed dates; and,
- American Hospital Formulary System (AHFS) codes and descriptions, or an equivalent code and description for identifying types of prescriptions filled, and Days supplied, Quantity supplied, National Drug Code (NDC), and New vs. refill indicator.

OHCA shall designate a technical liaison to collaborate with the Respondent data team on the development of programming code, quality measures, and documentation, and be available as necessary to address technical questions about the data. Where the content of certain SoonerCare enrollment and claims variables is undocumented, insufficiently documented, or unclear, the technical liaison upon request shall make every effort to obtain supplemental information from other experts within the OHCA.

The Respondent researchers will provide copies of their analysis of the data to OHCA. Published results will reflect only multi-state pooled results, unless the state specifically agrees to public release of state-specific findings. No SoonerCare member or provider's identifying information will be revealed in any initiative results.