

**ELECTRONIC DATA EXCHANGE AGREEMENT**  
**WITNESSETH:**

Based upon the following recitals, the **Oklahoma Health Care Authority** (hereinafter referred to as "OHCA"), the **Enterprise Services, LLC** F.E.I. #, (hereinafter referred to as "ES"), and the Contractor, \_\_\_\_\_, F.E.I.# \_\_\_\_\_, (hereinafter referred to as "Contractor"), enter into this Agreement.

**ARTICLE I. PURPOSE**

- 1.0 The OHCA, in its capacity as the Single State Medicaid Agency in the State of Oklahoma, must operate a Medicaid Management Information System (MMIS). The MMIS system contains online information regarding claims adjudication, eligibility verification, prior authorizations, and other information that allows Oklahoma's Medicaid providers to discern that persons in the community are eligible under Oklahoma Medicaid, known as SoonerCare.
- 1.1 ES is the OHCA MMIS fiscal agent. While OHCA owns data in the MMIS, ES operates the MMIS system in which the claims and eligibility data flow. Contractors provide the pipeline network for the transmission of electronic data; including the transport of MMIS data to and from ES and SoonerCare providers so that SoonerCare providers may discern the eligibility status of persons they serve. SoonerCare providers also use the transported data to determine claim status as well as prior authorization status.
- 1.2 The purpose of this Agreement is to delineate the responsibilities of OHCA, ES, and the Contractor in exchanging MMIS data for OHCA in its operation of the Oklahoma SoonerCare Program.

**ARTICLE II. PARTIES**

- 2.0 **ENTERPRISE SERVICES, LLC**  
2401 NW 23<sup>rd</sup> Street, Suite 11  
Oklahoma City, Oklahoma 73107
- 2.1 **OKLAHOMA HEALTH CARE AUTHORITY**  
Oklahoma Health Care Authority  
2401 NW 23<sup>rd</sup> Street, Suite A-1  
Oklahoma City, Oklahoma 73107
- 2.2 **CONTRACTOR**

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

Address: \_\_\_\_\_  
\_\_\_\_\_

E-Mail/Telephone Number: \_\_\_\_\_

2.3 **DEFINITIONS**

- 2.3.1 Telecommunications Service Vendor means an entity that requires a real-time connection to the SoonerCare MMIS.
- 2.3.2 Billing Agent Service Vendor means an entity that performs billing functions for a provider, including the exchange of data with SoonerCare.
- 2.3.3 Clearinghouse Service Contractor means an entity that exchanges data with SoonerCare on behalf of a provider, clearing house, or billing agent without changing the content of the data. This entity may translate data between formats and/or reject submissions based on established edits.
- 2.3.4 Provider refers to providers who render services under a SoonerCare health plan (i.e., Traditional, Choice, Insure Oklahoma, SoonerPlan, etc.).
- 2.3.5 Network Address Translation (NAT) is used to provide One-to-One IP address translation where bi-directional communications need to be established.
- 2.3.6 Port Address Translation (PAT) sometimes referred to as Hide NAT, may be used to translate Many-to-One IPs when uni-directional communications need to be established.

**2.3 CONTRACTOR SERVICE TYPE**

Please initial all that apply below:

- \_\_\_\_\_ By initialing here, the Contractor states that it functions as a Telecommunications Service Vendor and agrees to adhere to all provisions stated in Section 4.0 of this Agreement.
- \_\_\_\_\_ By initialing here, the Contractor states that it functions as a Billing Agent Service Vendor and agrees to adhere to all provisions stated in Section 4.1 of this Agreement.
- \_\_\_\_\_ By initialing here, Contractor states that it functions as a Clearinghouse Service Vendor and agrees to adhere to all provisions stated in Section 4.1 of this Agreement.

**ARTICLE III. GENERAL PROVISIONS**

**3.0 TERM OF AGREEMENT**

The term of this Agreement shall begin on July 1, 2017 and end on June 30, 2021.

**3.1 AMENDMENTS**

This Agreement contains all of the agreements of the parties, and no oral representations by either party are binding. Any amendments to this Agreement must be in writing and signed by all parties prior to the effective date of the amendment.

**3.2 ASSIGNMENT**

Contractor shall not assign nor transfer any rights or obligations under this Agreement without prior written consent of OHCA.

## **ARTICLE IV. SCOPE OF WORK & OTHER TERMS AND CONDITIONS**

### **4.0 TELECOMMUNICATIONS SERVICE VENDORS**

The following provisions are applicable to all Telecommunications Service Vendors.

- 4.0.1 **System Access:** ES agrees to provide Contractor with computer telecommunication access to the MMIS system in order to obtain SoonerCare member and provider information. Contractor shall transfer this information to and from authorized SoonerCare providers, or their authorized designee's computer system for purposes of establishing online SoonerCare transactions. Contractor agrees to transmit MMIS information, via its network, without alteration or retention during the normal operational hours of the system. Normal operational hours are from 0500 to 0100, Sunday through Friday, and from 0500 to 2300, Saturday Military Time/Central Standard Time (MT/CST). No transactions will be processed during ES daily scheduled maintenance periods from 0100 to 0500, nor on Saturdays from 2300-0500 MT/CST. ES reserves the right to modify the normal operational hours and the scheduled maintenance periods at any time during the term of this agreement, and will provide notification of its intent to make such changes at least 72 hours prior to the change.
- 4.0.2 **Prior Approval for Issuance of Messages:** All timeout and outage messages sent from the Contractor to the transaction requestor must state that the Contractor's help desk is to be called for assistance. Contractor agrees to receive ES approval of all messages concerned with the transmission of data issued by Contractor to their authorized SoonerCare providers, or their authorized designee, prior to the transmission of any messages. All changes to the language of messages must also be submitted to, and approved by, ES prior to the changes becoming effective. Failure to comply with both provisions may result in immediate termination of this Agreement.
- 4.0.3 **Connectivity:**
- (a) Dedicated Secure Channel between customer's site and ES must have a minimum line speed of 56 KBS on a dedicated, secure channel from the Contractor's data center to the ES facility. Contractor is free to choose type of channel and ultimate speed above 56 KBS. Contractor's equipment must encrypt all data end-to-end, and maintain full compatibility with ES equipment. The Contractor must coordinate with ES on any equipment changes to ensure the changes will be compatible with the installed equipment at the ES facility. Contractor is responsible for all costs including, but not limited to, installation, equipment, and line charges.
  - (b) LAN-to-LAN - a VPN tunnel between customer's site and the ES site will be established via an internet connection. Customer's device must be internet facing, and meet at least the minimum ES encryption standards. Customer IP addressing may be publicly registered IPs or private. If utilizing private IP addressing, the range must not conflict with any other ES customer ranges, or the customer must NAT/PAT as necessary to present usable IPs to ES.
- 4.0.4 **Protocol Standards:** The parties agree that all connections to and from ES and Contractor will be TCP/IP protocol unless specifically agreed to in writing by the parties. ES will disconnect all lines not meeting this standard.

- 4.0.5 Data Access: Contractor must access the MMIS system to verify eligibility of SoonerCare members to ensure the most current and accurate information is given to SoonerCare providers who are requesting eligibility data.
- 4.0.6 Reporting: ES will define the detailed record format, file structure, and media and provide to Contractor. Contractor agrees to provide performance reports for its network, and its connection to the MMIS as directed by ES. All reports will contain Oklahoma specified data, including network response times.
- 4.0.7 Charges and Credit Provisions: Contractor will be charged and agrees to pay \$0.01, per atomic transaction on all data entering into the MMIS. Contractor will be charged, and agrees to pay \$0.01 per atomic transaction on all data returning from the MMIS. OHCA defines an atomic transaction as the most elemental component. For example, a single billing (B1) submission can contain up to four transactions per transmission, except for compound billings. Only one transaction per transmission is allowable when billing for a multi-ingredient prescription. The most elemental component would be the claim level transaction ('07' in 111-AM segment). If one transmission contains four claim segments, OHCA defines this as four (4) atomic transactions that translates into a \$0.04, charge for that transmission. Transactions for which charges apply are as follows:
- (a) Healthcare claim or equivalent encounter transactions as defined by 45 CFR§ 162.1102 shall count and report atomic transactions for each health care claim at the service line level at the rate specified in subsection 4.0.7 above.
  - (b) Eligibility for a provider transaction as defined by 45 CFR§ 162.1202 shall count and report atomic transactions for each inquiry transaction at the patient benefit level; and, each corresponding eligibility response transaction shall count and report atomic transactions at the patient level benefit level at the rate specified in subsection 4.0.7 above.
  - (c) Referral, certification, and authorization transactions as defined by 45 CFR§ 162.1302 shall count and report atomic transactions for each referral request at the benefit inquiry level; and, each corresponding response transaction shall count and report atomic transactions at the benefit information level at the rate specified in subsection 4.0.7 above.
  - (d) Health care claim status transactions as defined by 45 CFR § 162.1402 shall count, and report atomic transactions for each inquiry transaction at the claim service data level; and, each corresponding response transaction shall count and report atomic transactions at the claim level status information level at the rate specified in subsection 4.0.7 above.
  - (e) Enrollment and dis-enrollment in a provider transaction as defined by 45 CFR § 162.1502 shall count, and report atomic transactions for each member entry level at the rate specified in subsection 4.0.7 above.
  - (f) Health care payment and remittance advice transaction as defined by 45 CFR § 162.1602 shall count, and report each claim payment information level at the rate specified in subsection 4.0.7.

- (g) Health care provider premium payment transactions as defined by 45 CFR § 162.1702 shall count and report atomic transactions for organization summary remittance detail level at the rate specified in subsection 4.0.7 above.

4.0.8 ES agrees to track and invoice Contractor on a monthly basis for all data entering and returning from the MMIS. Contractor's failure to pay ES within forty-five (45) days may constitute cause for immediate termination of the Agreement.

4.0.9 ES shall receive twenty percent (20%) of all collections for overhead and administration expenses; and, the remaining eighty percent (80%) will be issued to OHCA, via a credit on the next months operation invoice, upon remittance from Contractor. ES shall submit documentation with each monthly operation invoice, (accounting for 100% of collections).

#### 4.1 **BILLING AGENT & CLEARINGHOUSE SERVICE VENDORS**

The following provisions are applicable to all Billing Agent Service Vendors and Clearinghouse Service Vendors.

4.1.1 Contractor shall provide service to SoonerCare providers whereby the Contractor transmits Electronic Data Interchange (EDI) claims or related data to the MMIS on behalf of the SoonerCare provider or its agent. Contractor shall abide by the policies affecting EDI submissions and submitters as published in the Provider Billing and Procedures Manual. These transactions must be in accordance with the accredited standards of the American National Standards Institute (ANSI), and in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, CFR§ 45, Parts 160 and 162, Standards for Electronic Transactions, published in the Federal Register August 17, 2000 and all subsequent updates.

4.1.2 Contractor agrees to report all billing information as directed by the SoonerCare provider to ES; and, will not modify the billing information in any way, except with the express written consent of the SoonerCare provider. If Contractor is functioning as a Clearinghouse Service Contractor, the Contractor attests that the transactions sent to ES do not alter the data stated in the original claim.

4.1.3 Authorizations: The Contractor warrants and represents that it has a legally binding contract between itself and all SoonerCare providers or their agent(s), or between itself and third party contractors acting on behalf of SoonerCare providers for whom it is submitting data, or that the Contractor is itself a SoonerCare provider authorized to submit claims and receive health care information for SoonerCare beneficiaries.

#### 4.2 **OTHER TERMS & CONDITIONS**

The following provisions are applicable to all Contractors (Service Vendors) to this Agreement:

4.2.1 Testing Protocol: Contractor shall execute a contract with all SoonerCare providers, or their authorized designee, for submitting and receiving MMIS data. Said contract must stipulate that SoonerCare providers, or their authorized designee, must utilize software tested and approved by Contractor as being in the proper format and compatible with the MMIS system. Contractor agrees to submit

test transactions to ES prior to the submission of initial transactions of each individual transaction type to the MMIS production system, to determine that the transactions and responses comply with all requirements and specifications approved by the State of Oklahoma. The parties agree that ES and OHCA will make the sole determination that test data is acceptable. This capability to submit test transactions will be maintained by Contractor throughout the term of this Agreement. Furthermore, Contractor agrees to submit only those individual transaction types that ES has previously approved. Contractor agrees that prior to the submission of any additional transaction types to the MMIS production system, or as a result of making changes to an existing transaction type or system, to submit test transactions to ES. Additionally, Contractor shall release MMIS transmitted data only to authorized parties who have signed contracts with the Contractor. Successful testing means the ability to pass all HIPAA compliance standards, and to process electronic healthcare information transmitted by Contractor to ES.

- 4.2.2 OHCA is under federal mandate to use only formats specified under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA dictates the formats used and the timetable that all payors and submitters must meet in implementing system changes. Contractor shall comply with HIPAA mandated EDI formats on the timelines mandated by either federal law, published in the CFR, or indicated by an OHCA written directive. Contractor shall abide by the policies affecting EDI submissions and submitters as published in the Provider Billing and Procedures Manual, as well as those standards in the Oklahoma Companion Documents as published on the OHCA website. These standards are mandated by OHCA, and will be the only standards allowed unless otherwise specified in writing.
- 4.2.3 Contractor agrees to apply all editing criteria listed in the Provider Billing and Procedures Manual and the Oklahoma Companion Documents for the appropriate transaction type, and to report transactions with errors to the SoonerCare provider, or their authorized designee, within 48 hours of transaction processing with the errors explained.
- 4.2.4 Factoring: Contractor shall not charge SoonerCare providers a percentage of the charges billed, or of the amount collected for Medicaid reimbursable services. Factoring is strictly prohibited under 42 CFR § 447.10(h). Payments to business agents are regulated by 42 CFR § 447.10(f) (1) (3). Contractor shall fully comply with the CFR regulations stated herein. Failure to abide by these provisions shall result in immediate termination of this Agreement. This provision shall survive termination or expiration of this Agreement.
- 4.2.5 Reduction in Scope: It is understood and agreed by the parties that OHCA may, at its option, reduce the scope of services required under its prime contract with ES. In the event OHCA exercises this right, the scope of this Agreement shall be reduced to be consistent with the scope of work stated in the ES prime contract.
- 4.2.6 Right to Suspend Operations: Should the OHCA determine that its best interest would be served by temporarily suspending all processing operations, or any part thereof (including payments to SoonerCare providers), such suspension shall be communicated to Contractor in a written notice by ES. Contractor shall cease all

processing operations for the period specified in the notice immediately upon receipt of said notice.

4.2.7 Waiver: It is agreed that no delay nor omission by either party to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any responsibility, condition, or agreement to be performed by the other party, or any breach thereof, shall not be construed as a waiver of any succeeding breach thereof, or of any responsibility, condition, or agreement herein. No change, waiver, or discharge shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought.

4.2.8 Indemnity & Liability

- (a) The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OHCA shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 Okla.Stat. Section 151 et seq. The parties intend that this Agreement fully comply with all applicable laws and regulations. This provision shall survive termination or expiration of this Agreement.
- (b) Contractor shall be responsible for, and agrees to reimburse ES for any liquidated damages, actual damages or charges assessed, incurred or required to be paid by ES to the State of Oklahoma, any regulatory entity or third party as a result of Contractors' failure or inadequacy in performing any of its services or obligations hereunder. In such event, ES shall have the right to discontinue Contractors' access to the MMIS and will provide written explanation of the circumstances and conditions prompting such action. This provision shall survive termination or expiration of this Agreement.
- (c) ES liability to the Contractor for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort, or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions, and causes of action of every kind and nature, the sum of ten thousand dollars (\$10,000). In no event will the measure of damages payable by ES include, nor will ES be liable for any amounts for loss of income, profit, or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if such party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed. No claim, demand, or cause of action that arose out of an event or events that occurred more than two (2) years prior to the filing suit alleging a claim or cause of action may be asserted by either party against the other. The provisions of this paragraph will survive the expiration or termination of this Agreement for any reason.

**ARTICLE V. CONFIDENTIALITY, PRIVACY and SECURITY**

5.0 Contractor agrees that SoonerCare member information is confidential and is not to be released to the general public under 42 U.S.C. § 1396a(7), 42 C.F.R. § 431:300-306 and 63 Okla. Stat. § 5018. Contractor agrees to safeguard all Oklahoma MMIS information,

whether verbal, written, or otherwise, received from ES, or acquired by Contractor in performance of this Agreement. Recognizing all such information as privileged communications is owned by the State of Oklahoma; which shall be held confidential and not disclosed or divulged without the written consent of ES, the State of Oklahoma and the enrolled recipient, his or her attorney, or his or her responsible parent or guardian. All necessary steps shall be taken by Contractor to safeguard the confidentiality of such material or information in conformance with Federal and State law. The use or disclosure of information concerning members shall be limited solely to purposes directly connected with the administration of the State's SoonerCare program. This restriction shall also apply to the disclosure of information in summary, statistical, or other form, which does not identify particular individuals.

- 5.1 Contractor agrees that SoonerCare member and SoonerCare provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the expressed written approval of OHCA.
- 5.2 Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR Parts 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 U.S.C. §§ 1320d -1320d-8. Contractor shall keep confidential information concerning members and providers, including private health information as defined under HIPAA, the business of the OHCA, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by the OHCA. Contractor shall instruct all its employees in writing of the HIPAA requirement and each employee shall be required to sign a document to this effect upon employment and annually thereafter.
- 5.3 ES and Contractor must report a known breach of SoonerCare member or provider confidentiality, privacy, or security, as defined under HIPAA, to the OHCA HIPAA Compliance Officer within 48 hours. Failure to report any such breach may constitute immediate termination of the Agreement.
- 5.4 Contractor and ES agree to report known violations of 21 Okla. Stat. §1953 that affects SoonerCare member or provider information to the OHCA Legal Division within 48 hours of knowledge of an unauthorized act. In general, these criminal statutes makes it a crime to willfully, and without authorization, gain access to, alter, modify, disrupt, or threaten a computer system.
- 5.5 Contractor shall, following the discovery of a breach of unsecured SoonerCare member or provider PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OHCA of such breach pursuant to the terms of 45 CFR §164.410 and cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall provide such notification to OHCA without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the elements required in 45 CFR §164.410.
- 5.6 Contractor shall report to OHCA any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.



## **ARTICLE VI. AUDIT AND INSPECTION**

- 6.0 The Contractor shall keep such records as are necessary to disclose fully the extent of service provided to SoonerCare members, and shall furnish records and information regarding any claim for providing such service to OHCA, the Oklahoma Attorney General's Medicaid Fraud Control Unit (MFCU), and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) for seven years from the date of service. The Contractor shall not destroy nor dispose of records, which are under audit, review or investigation when the seven-year limitation is met. The Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.
- 6.1 Authorized representatives of OHCA, MFCU, and the Secretary shall have the right to make physical inspection of the Contractor or such other places where duties under this Agreement are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. Contractor and all subcontractors must provide reasonable access to all facilities and assistance to the State and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.
- 6.2 Pursuant to 74 Okla. Stat. § 85.41, OHCA and the Oklahoma State Auditor and Inspector shall have the right to examine the Contractors' books, records, documents, accounting procedures, practices, or any other items relevant to this Contract.
- 6.3 In compliance with 42 CFR § 455.100 et. seq., the Contractor shall furnish ownership information to OHCA via Attachment A, "Disclosure of Ownership and Control Interest Statement" to this Agreement. This Agreement shall not be effective until OHCA receives the ownership information. Ownership information shall also be provided to OHCA within twenty (20) days of any change in ownership. Ownership information is critical for determining whether a person with an ownership interest has been convicted of a program-related crime under Titles V, XVIII, XIX, or XX of the Federal Social Security Act, 42 U.S.C. § 301 et seq.
- 6.4 The Contractor shall submit, within thirty-five days of a request by OHCA, MFCU, or the Secretary, all documents, as defined by 12 Okla. Stat. § 3234, in its possession, custody, or control concerning the ownership of any subcontractor with whom the Contractor has had business transactions totaling more than twenty-five thousand dollars (\$25,000) during the twelve months preceding the date of the request.

## **ARTICLE VII. LEGAL COMPLIANCE**

- 7.0 The parties to this Agreement acknowledge and expect that over the term of this Agreement laws may change. Specifically, the parties acknowledge and expect (i) federal Medicaid statutes and regulations, (ii) state Medicaid statutes and rules, (iii) state statutes and rules governing practice of health care professions, and (iv) any other laws cited in this contract may change. The parties shall be mutually bound by such changes.
- 7.1 As applicable, CONTRACTOR shall comply with and certifies compliance with:
- a) Age Discrimination in Employment Act, 29 USC § 621 et seq.;
  - b) Rehabilitation Act, 29 USC § 701 et seq.;
  - c) Drug-Free Workplace Act, 41 USC § 701 et seq.;
  - d) Title XIX of the Social Security Act, 42 USC § 1396 et seq.;
  - e) Civil Rights Act, 42 USC §§ 2000d et seq. and 2000e et seq.;
  - f) Age Discrimination Act, 42 USC § 6101 et seq.;
  - g) Americans with Disabilities Act, 42 USC § 12101 et seq.;
  - h) Oklahoma Worker's Compensation Act, 85 Okla. Stat. § 1 et seq.;
  - i) 31 USC § 1352 and 45 CFR § 93.100 et seq., which (1) prohibit the use of federal funds paid under this Agreement to lobby Congress or any federal official to enhance

or protect the monies paid under this Agreement and (2) require disclosures to be made if other monies are used for such lobbying;

- j) Presidential Executive Orders 11141, 11246 and 11375 at 5 USC § 3501 and as supplemented in Department of Labor regulations 41 CFR §§ 741.1-741.84, which together require certain federal contractors and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;
  - k) The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR Part 160 et seq. that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of (HIPAA), Public Law 104-191, 110 Stat. 1936, and HIPAA regulations at 45 CFR § 160.101 et seq.;
  - l) Vietnam Era Veterans' Readjustment Assistance Act, Public Law 93-508, 88 Stat. 1578;
  - m) Protective Services for Vulnerable Adults Act, 43A Okla. Stat. § 10-101 et seq.;
  - n) Debarment, Suspension and other Responsibility Matters, 45 CFR §§76.105 and 76.110;
  - o) With regard to equipment (as defined by 2 CFR 225) purchased with monies received from OHCA pursuant to this Agreement, 74 Okla. Stat. §§ 85.44(B) and (C), 45 CFR §74.34, 42 CFR 447.20 and 447.21;
  - p) Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801;
  - q) Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 Okla. Stat. §1313 and participates in the Status Verification System. The Status Verification System is defined at 25 Okla. Stat. §1312 and includes but is not limited to, the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
- 7.2 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.
- 7.3 All questions pertaining to validity, interpretation, and administration of this Agreement shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed or product is provided.
- 7.4 The venue for legal actions arising from this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma

#### **ARTICLE VIII. TERMINATION AND/OR REDUCTION IN SCOPE**

- 8.0 This Agreement may be terminated by all parties for cause with a thirty (30) day written notice to the other party. Either party may terminate without cause with a sixty (60) day written notice to the other party. All notices of termination must be in writing. This Agreement may be terminated immediately upon written notice by ES to Contractor in the event of a breach of confidentiality, security violation of HIPAA, or other Federal or State regulations and laws. OHCA must prior approve any termination notification issued by ES to the Contractor, which such approval will not be unreasonably denied and/or delayed. If ES believes that there is cause for immediate termination due to a breach of confidentiality, security violation of HIPAA, or other Federal or State regulation or law, ES may take immediate steps to protect such information without the prior approval of OHCA.
- 8.1 In the event funding of the SoonerCare Program from the state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Contract will be terminated immediately by OHCA.

#### **ARTICLE IX. AGREEMENT EXECUTION**

9.0 The Parties agree that this Agreement is accepted as final and fully executed by OHCA and ES upon completion of the first successful transactions described herein.

9.1 Signatures:

***CONTRACTOR***

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

# SoonerCare Provider or Fiscal Agent Disclosure of Ownership and Control Statement

**PRIVACY ACT STATEMENT: THIS PROVIDES INFORMATION AS REQUIRED BY THE PRIVACY ACT OF 1974.**

The primary use of the Disclosure of Ownership and Controlling Interest Form is to meet federal requirements for the screening of entities wishing to participate in the Medicaid program. Accurate completion of this form is a requirement of receiving or renewing a SoonerCare provider agreement and receiving reimbursement from any SoonerCare program.

**GENERAL INSTRUCTIONS**

Please answer all questions as of the current date. If additional space is needed, please attach additional sheets and reference the item number that you're continuing on another sheet.

Please read the definitions in each section carefully to ensure correct completion of this form. More detailed information can be found in the Code of Federal Regulations, Title 42, Subpart B – Disclosure of Information by Providers and Fiscal Agents, Sections 455.100 through 455.106.

Throughout this document, “**Entity**” means the organization, institution, business, or agency that is requesting a SoonerCare provider agreement in the application of which this Disclosure is a part. The “**Entity**” may also be a fiscal agent or managed care organization.

Government-Owned Entities: If the Entity is owned by a unit of government, for example, a state agency or university or college, county health department, or public school, only Part 1 of this disclosure must be completed.

All other entities, non-profit or for-profit, must complete all parts of this form.

**SOCIAL SECURITY NUMBERS**

OHCA understands that individuals and entities may have concerns about supplying Social Security numbers (SSNs). Collection of SSNs is required by federal regulations as a critical part of the Medicaid provider screening process to prevent fraud and misuse of taxpayer funds. SSNs are handled by a limited number of enrollment staff who are trained to keep the information confidential. Our treatment of SSNs is akin to our treatment of member and provider identification numbers which are not disclosed to the public. OHCA's computer system is highly secure and meets HIPAA requirements for the handling of personal health information. OHCA conducts regular security tests and audits of the system. In addition, only a limited number of OHCA staff can view SSNs in the system.

Failure to submit Social Security numbers means that OHCA must decline to contract with the Entity and/or terminate existing contracts.

**PART 1: ENTITY INFORMATION**

(a) Name of Entity: _____
(b) DBA Name if any: _____
(c) Federal Tax Identification Number (TIN) OR: _____
(d) Check the type that best describes the structure of the Entity. Check <b>only one</b> box.
<input type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government Owned <input type="checkbox"/> LLC

**PART 2: PERSONS WITH AN OWNERSHIP OR CONTROL INTEREST**

“Person with an ownership or control interest” means a person or corporation that:

- (a) Owns 5% or more of the Entity
- (b) Indirectly owns 5% or more of the Entity (for example, a person who owns 10% of a corporation that owns 50% of the Entity)
- (c) Has a combination of direct and indirect ownership interests totaling 5% or more in the Entity
- (d) Owns an interest of 5% or more in any mortgage, deed of trust, note, or other obligation secured by the Entity if that interest equals at least 5 % of the value of the property or assets of the Entity
- (e) If the Entity is organized as a corporation, is an officer or director of that corporation
- (f) If the Entity is organized as a partnership, is a general or limited partner in the Entity.

If this Entity has corporate owners, be sure to list the owning corporation below, as well as any individuals whose ownership in the owning corporation would give them an indirect ownership in the Entity of more than 5%. (For example, if the Entity is “Good Hospital” and it’s 50% owned by “Great Corporation”, list “Great Corporation” in Part 2, and also list any individual or corporation that owns 10% or more of “Great Corporation” because that person would have a 5% or greater indirect ownership of Good Hospital.

If you list any corporations below, you must include as applicable: the primary business address; the address of every business location and any P.O. Box addresses.

If you need more information about direct and indirect ownership or calculating percentage interests, please see the Code of Federal Regulations site above.

You must list ALL direct and indirect owners that meet the 5% test in in (a),(b), (c) or (d) above.

You must list ALL corporate officers and directors and all general and limited partners regardless of whether they meet the 5% test.

Attach additional sheets of paper as necessary and note on the sheet that it’s a continuation of Part 2.

**PERSONS WITH AN OWNERSHIP OR CONTROL INTEREST, INCLUDING ALL GENERAL AND LIMITED PARTNERS, AND ALL CORPORATE OFFICERS AND DIRECTORS**

Name	Address	SSN/TIN	Date of Birth	Type of Interest (a-f above)


**PART 3: OWNER/CONTROL RELATIONSHIPS**

List those persons named in Part 2 that are related to each other (spouse, parent, child, or sibling). You only have to list each relationship pair once. For example, if you’ve listed John Smith and Mary Smith as owners, just list John Smith related to Mary Smith as husband. You don’t need to also list Mary Smith related to John Smith as wife.

Name	Related to:	Relationship

**PART 4: SUBCONTRACTORS**

“**Subcontractor**” means an individual, agency, or organization to which the Entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients;

For fiscal agents only: A “subcontractor” also means an individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

If the Entity has a 5% or more interest in any Subcontractor, list the information below for each Person with an ownership or controlling interest” (see definition in Part 2) in the Subcontractor

Name	Address	SSN/TIN	Date of Birth	Type of Interest (a-f above)

**PART 5: SUBCONTRACTOR RELATIONSHIPS**

List any persons named in Part 2 that is related to a person listed in Part 4 as spouse, parent, child or sibling. You only have to list each relationship pair once. For example, if you've listed John Smith in Part 2 and Mary Smith in Part 4, just list John Smith related to Mary Smith as husband. You don't need to also list Mary Smith related to John Smith as wife.

Name	Related to:	Relationship

**PART 6: OTHER DISCLOSING ENTITIES**

**"Other Disclosing Entity"** means:

- (a) an organization, agency or business that is a Medicaid provider or a Medicaid fiscal agent, OR
- (b) any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare, OR
- (c) any Medicare intermediary or carrier, OR
- (d) any other entity (other than an individual practitioner or group or practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under Title V or Title XX of the Social Security Act.

List the information below for any person listed in Part 2 who is also a "Person With an Ownership or Control Interest" (as defined in Part 2) for any Other Disclosing Entity.

Person or Corp. Name (from Part 2)	Other Disclosing Entity Name and Address

**PART 7: MANAGING EMPLOYEES**

“**Managing Employee**” means a general manager, business manager, administrator, director or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of the Entity.

List the information below for all Managing Employees of the Entity.

Name	Address	SSN/TIN	Date of Birth

**PART 8: CRIMINAL CONVICTIONS**

“**Agent**” means any person who has been delegated the authority to obligate or act on behalf of the Entity.

List the information below for anyone who has been convicted of a criminal offense related to that person’s involvement in any program under Medicare, Medicaid or the Title XX services program since the inception of the program AND is listed in Parts 2 or 7 or is an Agent of the Entity.

Name	Address	SSN/TIN	Date of Birth