

ELECTRONIC DATA EXCHANGE AGREEMENT

WITNESSETH:

Based upon the following recitals, the **Oklahoma Health Care Authority** (hereinafter referred to as "OHCA"), the **Electronic Data Systems Corporation**, F.E.I. #752548221, (hereinafter referred to as "EDS"), and the _____, F.E.I.# _____,
(Contractor)
(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 authorization 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 EDS is the OHCA MMIS fiscal agent. While OHCA owns data in the MMIS, EDS operates the system in which the claims and eligibility data flow. Contractors provide the pipeline network for the transmission of electronic data; thus, the Contractors are required to transport MMIS data to and from EDS 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, EDS, and the Contractor in exchanging MMIS data for OHCA in its operation of the Oklahoma Medicaid Program.

ARTICLE II. PARTIES

2.0 ELECTRONIC DATA SYSTEMS CORPORATION

2401 N.W 23rd Street, Suite 11
Oklahoma City, Oklahoma 73107

2.1 OKLAHOMA HEALTH CARE AUTHORITY

Oklahoma Health Care Authority
4545 N. Lincoln Blvd., Suite 124
Oklahoma City, Oklahoma 73105

2.2 CONTRACTOR

Name: _____

Address: _____

DEFINITIONS

- (a) Telecommunications Service Vendor means an entity that requires a real-time connection to the SoonerCare MMIS.
- (b) Billing Agent Service Vendor means an entity that performs billing functions for a provider, including the exchange of data with SoonerCare.
- (c) Clearinghouse Service Vendor 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.
- (d) SoonerCare means all providers who render services under an OHCA medical benefit package, including Traditional, Choice, Insure Oklahoma, SoonerPlan, etc.

2.3 SERVICE VENDOR 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 to 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 to this Agreement.

_____ By initialing here, Contractor state that it functions as a Clearinghouse Service Vendor and agrees to adhere to all provisions stated in Section 4.1 to this Agreement.

ARTICLE III. GENERAL PROVISIONS

3.0 TERM OF AGREEMENT

The term of this Agreement shall begin on January 1, 2008 and end on December 31, 2010.

3.1 AMENDMENTS

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

3.2 ASSIGNMENT

Contractor shall not assign nor transfer any rights or obligations under this Contract 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: EDS agrees to provide Contractor with computer telecommunication access to Oklahoma MMIS member and SoonerCare 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 Medicaid transactions. Contractor agrees to transmit MMIS information, via its network, without alteration or retention during the normal operational hours of the Oklahoma MMIS systems. 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 EDS scheduled daily maintenance periods from 0100 to 0500, nor on Saturdays from 2300-0500 MT/CST. EDS 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 EDS approval of all messages concerned with the transmission of Oklahoma MMIS 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 EDS prior to the changes becoming effective. Failure to comply with both provisions may result in immediate termination of this Agreement.
- 4.0.3 Line Speed: Contractor agrees to provide a minimum line speed of 56 KBS on a dedicated, secure channel from the Contractor's data center to the EDS facility. Contractor is free to choose type of channel and ultimate speed above 56 KBS. Contractor equipment must encrypt all data end-to-end and maintain full compatibility with EDS' equipment. The Contractor must coordinate with EDS any equipment changes to ensure the changes will be compatible with the installed equipment at the EDS facility. Contractor is responsible for all costs including, but not limited to, installation costs, equipment, and line charges.
- 4.0.4 Protocol Standards: The parties agree that all connections to and from EDS and Contractor use only TCP/IP protocol unless specifically agreed to in writing by the parties. All lines not meeting this standard will be disconnected from OHCA data.
- 4.0.5 Data Access: All eligibility data lookups must access the MMIS system at the EDS facility in order to ensure the most current and accurate information gets sent to SoonerCare providers requesting eligibility data.
- 4.0.6 Reporting: Contractor agrees to provide performance reports for its network and its connection to the Oklahoma MMIS as directed by EDS. All reports will contain Oklahoma specific data, including network response times. The detailed record

format, file structure, and media will be defined by EDS and provided to Contractor.

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 Oklahoma MMIS. Contractor will be charged and agrees to pay \$0.01 per atomic transaction on all data returning from the Oklahoma 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 allowed 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 is sent containing four claim segments, OHCA defines this as four (4) atomic transactions that translate into a \$0.04 charge for that transmission. Transactions for which charges apply are as follows:

- (a) Health care 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 at the rate specified in section 9.0. 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 at the rate specified in subsection 4.0.7 above. Each corresponding response transaction shall count and report atomic transactions at the benefit information level at the rate specified in subsection 4.0.7.
- (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 at the rate specified in subsection 4.0.7 above. 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 EDS agrees to track and invoice Contractor on a monthly basis for all data entering and returning from the Oklahoma MMIS. Contractor's failure to pay EDS within forty-five (45) days may constitute cause for immediate termination of contract.
- 4.0.9 EDS shall receive twenty percent (20%) of all collections for overhead and administration. EDS shall retain the 20% as payment, and the remaining eighty percent (80%) will be issued to OHCA via a credit to OHCA on the next monthly operations invoice after remittance from Contractor is received. EDS shall submit documentation with each monthly operations 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. 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 American National Standards Institute (ANSI) accredited standards 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 to EDS all billing information as directed by the SoonerCare provider and to not modify that information in any way except with the express written consent of that SoonerCare provider. If Contractor is functioning as a Clearinghouse Service Vendor, the Contractor attests that the transactions sent to EDS do not alter the data stated in the original claim.
- 4.1.3 Contractor agrees to be responsible for all media originating to EDS. EDS agrees to return electronic media (compact discs, diskettes and tapes), where applicable, to Contractor within 15 business days from the date of receipt provided the Contractor provides a self-addressed, stamped envelope (SASE) for its return. If no SASE is provided then media will be destroyed following HIPAA regulations. Neither EDS nor OHCA shall be responsible for damaged media.
- 4.1.4 Authorizations: The Contractor warrants and represents that it has a legally binding contract between itself and all SoonerCare providers, or between itself and third party vendors 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 beneficiaries who have coverage for services by the OHCA.

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 Oklahoma

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 Oklahoma MMIS system. Prior to the submission of any transactions to the Oklahoma MMIS production system, Contractor agrees to submit test transactions to EDS for the purpose of determining that the transactions and responses comply with all requirements and specifications approved by the State of Oklahoma. The parties agree that EDS 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. Further, Contractor agrees to submit to the Oklahoma MMIS only those individual transaction types for which specific approval from EDS has been received. Prior to the submission of any additional transaction types to the Oklahoma MMIS production system, or as a result of making changes to an existing transaction type or system, Contractor agrees to submit test transactions to EDS for both the additional and any previously approved transaction types. Additionally, Contractor shall release MMIS transmitted data only to those authorized requesting parties who have signed contracts with the Contractor. Successful testing means the ability to successfully pass HIPAA compliance checking and to process electronic healthcare information transmitted by Contractor to EDS.

- 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 to be used and the timetable that all payors and submitters must meet in implementing systems 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 this provision 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 EDS. 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 EDS 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 EDS. 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 hereof 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) In recognition of the confidentiality of Oklahoma MMIS data and information, Contractor agrees to indemnify, defend, protect and hold harmless EDS, the State of Oklahoma, and any of their employees from any claims for damages, losses or expenses to any person or firm resulting from the performance of services by Contractor; and from any claim for damages, losses or expenses to any person or firm resulting from willful, erroneous, or negligent acts by Contractor, its employees and officers, or arising out of the disregard of state or federal Medicaid regulations or legal statutes, or failure to observe the laws of the State of Oklahoma or attendant with the publication, translation, reproduction, delivery, performance, use or disposition of any data processed in a manner not authorized by this Agreement or by federal or state regulations or statutes.
- (b) Contractor shall be responsible for, and agrees to reimburse EDS for any liquidated damages, actual damages or charges assessed, incurred or required to be paid by EDS to the State of Oklahoma as a result of Contractors' failure or inadequacy in performing any of its services or obligations hereunder. In such event, EDS shall have the right to discontinue Contractors' access to the Oklahoma 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) EDS 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 EDS include, nor will EDS 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 EDS, or acquired by Contractor in performance of this Agreement, recognizing all such information as privileged communications owned by the State of Oklahoma which shall be held confidential and not disclosed or divulged without the written consent of EDS, 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 recipients 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 C.F.R. 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 recipients 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 which may be specifically classified as confidential by the OHCA. Contractor shall instruct all its employees in writing of this requirement and each employee shall be required to sign a document to this effect upon employment and annually thereafter.
- 5.3 EDS and Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OHCA Privacy and Confidentiality Officer within 48 hours. Failure to perform may constitute immediate termination of the Agreement.
- 5.4 Contractor and EDS agree to report potential known violations of 21 Okla. Stat. §1953 to the OHCA Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully, and without authorization, gain access to, alter, modify, disrupt, or threaten a computer system.

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 six years from the date of service. The Contractor shall not destroy nor dispose of records, which are under audit, review or investigation when the six-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 O.S. § 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 C.F.R. § 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 O.S. § 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 changes may occur over the term of this Agreement regarding: (i) federal Medicaid statutes and regulations; (ii) state Medicaid statutes and rules; and, (iii) state statutes and rules governing practice of health-care professions. The parties shall be mutually bound by such changes and recognize that a formal amendment to this Contract may be necessary to effectuate such changes.
- 7.1 Contractor shall comply with the following, where applicable:
 - (i) the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.;
 - (ii) the Rehabilitation Act, 29 U.S.C. § 701 et seq.;
 - (iii) the Drug-Free Workplace Act, 41 U.S.C. § 701 et seq.;
 - (iv) Title XIX of the Social Security Act (Medicaid), 42 U.S.C. § 1396 et seq.;
 - (v) the Civil Rights Act, 42 U.S.C. §§ 2000d et seq. and §§2000e et seq.;
 - (vi) the Age Discrimination Act, 42 U.S.C. § 6101 et seq.;
 - (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.;
 - (viii) the Oklahoma Worker's Compensation Act, 85 Okla. Stat. § 1 et seq.;
 - (ix) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.;
 - (x) the Equal Pay Act, Public Law 88-38, 77 Stat. 56;
 - (xi) the Vietnam Era Veterans Re-adjustment Act of 1974, Public Law 93-509; 88 Stat. 1578;

- (xii) 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 et seq., which (1) prohibit 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;
- (xiii) Presidential Executive Orders 11141, 11246 and 11375, 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;
- (xiv) 45 C.F.R. §§ 76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
- (xv) 74 Okla. Stat. § 85.44(B) and (C) and 45 C.F.R. § 74.34 with regard to equipment (as defined by U.S. Office of Management and Budget Circular A-87) purchased with monies received from OHCA pursuant to this Agreement;
- (xvi) the Anti-Kickback Act of 1986; 41 U.S.C. §51 et seq., which prohibits any person from providing or attempting to provide or offering to provide any kickback;
- (xvii) Protective Services for Vulnerable Adults Act, 43A Okla. Stat. §10-101 et seq.; and,
- (xviii) Federal False Claims Act, 31 U.S.C. § 3729-3733; 31 U.S.C. § 3801.

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.

7.4 The venue for civil actions arising from this Agreement shall be Oklahoma County, Oklahoma. For the purpose of rightful federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.

7.5 If any portion of this Agreement is found to be in violation of state or federal statutes, that portion shall be stricken from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

ARTICLE VIII. TERMINATION AND/OR REDUCTION IN SCOPE

8.0 This Agreement may be terminated by either party 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 EDS to Contractor in the event of a breach of confidentiality, security or a violation of HIPAA or other Federal or State regulations law. OHCA must prior approve any termination notification issued by EDS to the Contractor.

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 may be terminated immediately by OHCA.

ARTICLE IX. AGREEMENT EXECUTION

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

9.1 Signatures:

CONTRACTOR

Signed

Name

Title

Date

Electronic Data Systems, Inc. (EDS)

Signed

Name

Title

Date

ATTACHMENT A
DISCLOSURE OF OWNERSHIP
AND
CONTROL INTEREST STATEMENT

Item I. Identifying Information

(a) Name of Individual, Facility or Organization: _____

(b) DBA Name: _____

(c) Federal Tax Identification Number (TIN) OR Social Security Number: _____

(d) Check the entity type that best describes the structure of the enrolling provider entity. Check **only one** box.

For-Profit Corporation Non-Profit Corporation Partnership Government Owned Sole Proprietorship

(e) Is this entity chain affiliated? No Yes

Item II. Ownership and Control Information

(a) List the name, title, address, and SSN for each office and/or individual who has direct or indirect ownership or controlling interest, separately or in combination, amounting to an ownership interest of 5% or more of the provider entity. List the name, Tax ID (TIN), and address of any organization, corporation, or entity having direct or indirect ownership or controlling interest, separately or in combination, amounting to an ownership interest of 5% or more in the provider entity. Attach additional pages as necessary to list all officers, owners, management and ownership entities.

Name	Title	Address	SSN/TIN	Percentage

(b) List those persons named in Item II (a) that are related to each other (spouse, parent, child, or sibling).

Name	Relationship	SSN

(c) List the name, title, address and social security number of each person with an ownership or control interest in **any subcontractor** in which the disclosing entity has direct or indirect ownership of 5% or more.

Name	Title	Address	SSN	Percentage

(d) List the name, address and TIN of **any other disclosing entity** in which a person with an ownership or controlling interest in the disclosing entity also has an ownership or control interest of at least 5% or more.

Name	Title	Address	SSN	Percentage

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Item III. Criminal Offenses

(a) List the name, title, SSN and address of each officer and/or individual **who has ownership or control interest in the disclosing entity, or is an agent or managing employee of the disclosing entity** and 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 those programs.

Name	Title	Address	SSN (or TIN if organization)

(b) List the name, title, social security number and address of any individual who has an ownership or controlling interest in the disclosing entity and has been suspended or debarred from participation in Medicare, Medicaid or Title XX program since the inception of those programs.

Name	Title	Address	SSN

Item IV. Status Changes

(a) Has there been a change in ownership or control within the last year or is a change of ownership or control anticipated within the year?

No Yes

(b) Is this facility operated by a management company or leased in whole or party by another organization?

No Yes

If "Yes", list date of change in operations: _____

(c) Have you increased your bed capacity by 10% or more or by 10 beds, whichever is greater, within the last year?

If "Yes", when? _____

Previous No. of Beds _____ Current No. of Beds _____ Date of change _____

(d) Has there been a change in administrator, Director of Nursing or Medical Director within the last year?

If "Yes", please check box below and list date.

Administrator Director of Nursing Medical Director Date: _____

Name of new Administrator, Director of Nursing or Medical Director: _____

(e) Has there been a past bankruptcy or do you anticipate filing for bankruptcy within a year? No Yes

If "Yes", when? _____

Instructions and General Information
Pertaining to

Disclosure of Ownership and Control Interest 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 facilitate tracking of providers sanctioned by the Oklahoma Health Care Authority (OHCA) and/or the Department of Health and Human Services (DHHS), Office of Inspector General. Payment cannot be made to any entity in which these providers serve as employees, administrators, operators, or in any other capacity. Payment will not be made for any services furnished by, at the medical direction of, or on the prescription of the provider on or after the effective date of exclusion. A list of Excluded Providers is available on the OHCA web site. We believe this will assist participating providers in their efforts to ensure that they do not do business with parties currently

excluded from participation in federal and state health care programs.

Completion and submission of this form is a condition of participation, certification or re-certification under any of the programs established by Titles V, XVIII, and XX or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the appropriate state agency under any of the above-titled programs. A full and accurate disclosure of ownership and financial interest is required. Direct or indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Failure to submit requested information may result in a refusal by the State agency to enter into a contract with any such institution or in termination of existing contracts.

GENERAL INSTRUCTIONS

Please answer all questions as of the current date. If additional space is needed, use an attached sheet referencing the item number to be continued.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in order of question for easy reference.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

- ITEM I**
- (a) Identifying Information: Specify name.
 - (b) Specify in what capacity the entity is doing business. For example: The name of trade or corporation under which they are doing business).
 - (c) Federal Tax Identification Number: Enter provider's nine- digit federal tax identification number.
 - (d) Check the entity type that best describes the structure of your organization.
 - (e) A chain affiliate is any freestanding health care facility that is either owned, controlled or operated under lease or contract by an organization consisting of two or more freestanding health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities such as hospital-based home health agencies are not considered to be chain affiliates. List the name, address and FEIN of the Corporation.

- ITEM II**
- (a) List the name, title, address and social security number of an individual or the TIN for an organization having direct or indirect ownership or controlling interest, separately or in combination, amounting to an ownership interest of 5 percent or more in the disclosing entity (provider) submitting this Provider Contract.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity.

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Disclosing entity is defined as a Medicaid provider (other than an individual practitioner or group of practitioners), or a fiscal agent.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices; the ability or authority, expressed or reserved to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved to amend or change the by-laws, constitution or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved to control the sale of any or all of the assets to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity or to arrange for the sale or transfer of the disclosing entity to new ownership or control. In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

- (b) List those persons named in Item II (a) that are related to each other (spouse, parent, child, or sibling).
- (c) List the name, title, address and social security number of each person with an ownership or controlling interest in any subcontractor in which the disclosing entity has direct or indirect ownership of 5 percent or more.

Subcontractor means an individual, agency, or organization to which a disclosing entity has contracted or delegated part of its management functions or responsibilities of providing medical care to its patients; or 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.

- (d) List the name, address and TIN of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity also has an ownership or control interest of at least 5 percent or more.

Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any title V, XVIII, or XX of the Act. This includes hospitals, skilled nursing facilities, home health agencies, independent clinical laboratories, renal disease facilities, rural health clinics, or health maintenance organizations that participate in Medicare (title XVIII) and any entity (other than an individual practitioner or group of 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 Act.

Group of Practitioners means two or more health care practitioners who practice their profession at a common location (whether or not they share common facilities, common supporting staff, or common equipment).

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ITEM III (a) List the name, title, address and SSN (TIN if an organization) of all individuals or organizations having a direct or indirect ownership or control interest of five (5) percent or more that was convicted of a criminal offense related to the involvement of such persons or organizations in any of the programs established under Medicare, Medicaid or the Title XX services program since the inception of those programs.

(b) List the name, title and address of any director, officer, agent, or managing employee of the institution, agency or organization who has been convicted of a criminal offense related to their involvement in such programs established by Titles VXIII, XIX, or XX.

Agent means a contractor that processes or pays vendor claims on behalf of the Medicaid Agency.

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 an institution, organization, or agency.

(c) List the name, title, address and SSN of any person who has an ownership or controlling interest in the disclosing entity and has been suspended or debarred from participation in the Medicare, Medicaid or the Title XX program since the inception of those programs.

ITEM IV (a) If there has been a change in ownership within the last year, or a change is anticipated, indicate the date in the appropriate space.

(b) If this facility is operated by a management company or leased in whole or part by another organization, list the name or the management firm and federal tax identification number or the leasing organization.

Management company is defined any organization that operates and names a business on behalf of the owner of that business with the owner retaining ultimate legal responsibility for operation of the facility.

(c) If you have increased your bed capacity by 10% or more or by 10 beds, whichever is greater within the last year, list the actual number of beds in the facility now and the previous number.

(d) Identify which has changed (Administrator, Medical Director or Director of Nursing) and the date the change was made. Be sure to include the name of the NEW administrator, Director of Nursing or Medical Director.

(e) List the date of any bankruptcy, if applicable.

ITEM V List the name, address and social security number of each member of the Board of Directors of the disclosing entity.