

ELECTRONIC BILLING SERVICE SUBMITTAL AGREEMENT

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 _____, FE.I. # _____,
(*Electronic Billing Service Contractor*)
(Hereinafter referred to as "Contractor"), enter into this Agreement.

ARTICLE I. PURPOSE

- 1.0 The OHCA by law, in its capacity as the Single State Medicaid Agency in the State of Oklahoma, must operate an MMIS (Medicaid Management Information System). The MMIS system contains online information regarding claims adjudication, eligibility verification, prior authorization and other information that allows Medicaid providers to discern that persons in the community are Medicaid eligible.
- 1.1 EDS is the OHCA fiscal agent and a Business Associate of OHCA, the covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). While OHCA owns data in the MMIS, EDS operates the system in which the claims data resides. Electronic Billing Service Contractors provide a service to Medicaid providers whereby they transmit claims and related data to the MMIS for processing on behalf of the Medicaid provider, said data being owned by the State of Oklahoma who retains all rights thereto.
- 1.2 Therefore, this Agreement delineates the responsibilities of OHCA, EDS, and the Contractor in accessing and transporting MMIS data for OHCA in its operation of the Medicaid Program.

ARTICLE II. PARTIES

2.0 ELECTRONIC DATA SYSTEMS CORPORATION

2401 N.W 23rd Street, Suite 11
Oklahoma City, OK 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: _____

ARTICLE III. GENERAL PROVISIONS

3.0 Term of Agreement

The term of this Agreement shall be from the date of execution by signature through midnight December 31, 2007.

3.1 Assignment

Contractor shall not sell, transfer, assign or dispose of this Agreement, in whole or in part, or any right, title or interest therein, to any other party without the express written consent of EDS and OHCA. Such consent, if granted, shall not relieve Contractor of its obligations under the Agreement.

3.2 Modifications

This Agreement contains the entire agreement of EDS and Contractor and supersedes any previous understanding, commitment or agreement, oral or written, concerning the subject matter hereof, all of which are hereby incorporated. Any change to this Agreement will be effective only when set forth in writing and identified as a change approved by OHCA and signed by an authorized representative of each party.

ARTICLE IV. SCOPE OF WORK

4.0 Contractor shall provide service to Medicaid providers whereby they transmit EDI claims or related data to the MMIS on behalf of the Medicaid provider. Contractor shall abide by the policies affecting Electronic Data Interchange (EDI) submissions and submitters as published in the EDI 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.

4.1 Contractor agrees to report to EDS all billing information as directed by the Medicaid provider and to not modify that information in any way except with the express written consent of that provider. If Contractor is acting as a clearinghouse, the Contractor attests that the transactions sent to EDS do not alter the data stated in the claim from a provider.

4.2 Contractor agrees to apply all editing criteria listed in the EDI Provider Billing and Procedures Manual and the Oklahoma companion guides for the appropriate transaction type and to report transactions with errors to the provider within 48 hours of transaction processing with the errors explained.

4.3 Contractor agrees to be responsible for all media submitted 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 self-addressed, stamped envelope (SASE) for its return. If no SASE is provided then media will be destroyed following HIPAA regulations.

4.4 Contractor agrees to contact EDS in writing if any of the following occur: (1) the Medicaid provider terminates its billing service contract with Contractor; (2) there is a change to the Medicaid provider's ten (10) character number assigned by OHCA, or (3) there is a new Medicaid provider number for which the Contractor is submitting claims or related data. Said notification shall be provided within 15 business days of the Contractor's knowledge of each occurrence stated herein.

4.5 Authorizations

The Contractor warrants and represents that it has a legally binding contract between itself and all Medicaid providers, or between itself and third party vendors acting on behalf of Medicaid providers for whom it is submitting data or that the Contractor is itself a provider authorized to submit claims and receive health care information for beneficiaries who have coverage for services by the OHCA. The Contractor shall indemnify and hold EDS harmless from any claim, actions, or costs that result from a breach or threatened breach of this warranty and representation.

4.6 Certifications

In the event Contractor functions as a billing service or other related service, Contractor shall retain appropriate credentials as required by the State through-out the term of this Agreement where applicable. This Agreement recognizes that currently the State has little or no requirements specific to billing service entities and credentials. However, at the time legislation or regulations are enacted the Contractor agrees to full compliance. Failure to maintain credentials as required may result in immediate termination of this Agreement.

4.7 Electronic Data Interchange (EDI) Formats

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) dictates the formats to be used for EDI. Contractor handling healthcare transactions must be compliant and capable of handling the HIPAA-mandated, electronic data interchange formats. In addition to following policy in the EDI billing manual, Contractor must follow standards in the Oklahoma companion guides as published on the OHCA website. These standards are mandated by OHCA and will be the only standards allowed unless otherwise specified in writing.

4.8 The Contractor must complete testing for each of the transactions it will implement and shall not be allowed to exchange data with EDS in production mode until testing is satisfactorily passed as determined by EDS. Successful testing means the ability to successfully pass HIPAA compliance checking and to process electronic healthcare information transmitted by Contractor to EDS.

ARTICLE V. CONFIDENTIALITY, PRIVACY, and SECURITY

5.0 EDS and Contractor will meet all laws and regulations pertaining to confidentiality, privacy, and security that are applicable to each entity. Further, OHCA mandates all Contractors be in full compliance with the provision of the HIPAA security regulations on or before April 21, 2005.

5.1 EDS and Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OHCA Privacy and Security Officer within 48 hours of becoming aware of said breach. Failure to perform may constitute immediate termination of this contract.

5.2 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 Medicaid program. This restriction shall also apply to the disclosure of information in summary, statistical, or other form, which does not identify particular individuals. OHCA and EDS shall keep certain information confidential which may be disclosed in the Contractor's fulfillment of it's obligations under this Agreement provided said information is not subject to the Oklahoma Open Records Act at 51 O.S. §§ 24A.1 et seq.

- 5.3 Contractor agrees to comply with the provisions of 42 CFR 431, Subpart F, the Privacy Act of 1974, P.L. 93-597, as amended, HIPAA of 1996, and the Administrative Simplification Compliance Act of December 2001 and all other applicable State and Federal laws, and 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.
- 5.4 Contractor agrees that information cannot be re-marketed, summarized, distributed, or sold to any other organization without the expressed written approval of OHCA and EDS.
- 5.5 Contractor and EDS agree to report potential known violations of 21 Okla. Stat. §1951 et seq., to the Legal Division of OHCA 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.
- 5.6 The confidentiality provisions of this section do not preclude the Contractor from compliance with federal and state reporting laws and regulations. Further, these provisions also allow the Contractor to fully meet reporting requirements for audit purposes.

ARTICLE VI. AUDIT AND INSPECTION

- 6.0 The Contractor 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 or 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 Agreement.
- 6.3 In accordance 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 during the twelve months preceding the date of the request.

ARTICLE VII. OTHER TERMS AND CONDITIONS

7.0 Factoring Prohibition

Contractor is prohibited from factoring as defined by 42 CFR §447.10. If payment by direct deposit is to a banking account of the Contractor or any person or entity other than the Medicaid provider, then the provider shall not pay any percentage fee for services.

7.1 Liability

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 10 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 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 the paragraph 7.1 will survive the expiration or termination of this Agreement for any reason.

7.2 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the state of Oklahoma regardless of the forum where it may come up for construction.

ARTICLE VIII. TERMINATION AND/OR REDUCTION IN SCOPE

8.0 This Agreement may be terminated by the following methods, and as otherwise specified in this Agreement.

- (a) Either party may terminate for cause with a thirty (30) day written notice to the other party.
- (b) Either party may terminate without cause with a sixty (60) day written notice to the other party.

8.1 In the event funding of the Medicaid 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 Agreement may be terminated immediately upon written notification to the Contractor by OHCA.

8.2 Termination shall be effective upon receipt of notice sent via certified mail. OHCA must prior approve any termination notification issued by EDS to the Contractor. Termination of this Agreement shall not release either party from any obligations set forth herein which shall survive this Agreement as noted herein or by their nature would be intended to apply after any termination.

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

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.

Instructions and General Information
Pertaining to
Disclosure of Ownership and Control Interest Statement

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).

Instructions and General Information
Pertaining to
Disclosure of Ownership and Control Interest Statement

- 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.