

# ELECTRONIC 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 \_\_\_\_\_, F.E.I.# \_\_\_\_\_,

(*Electronic Submitter*)

(hereinafter referred to as "Submitter"), 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 Submitters' provide a service to Medicaid whereby they transmit data on insurance eligibility regarding primary insurance.
- 1.2 Therefore, this Agreement delineates the responsibilities of OHCA, EDS, and the Electronic Submitter 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 23<sup>rd</sup> 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 ELECTRONIC SUBMITTER**

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 June 30, 2004.

### **ARTICLE IV. SCOPE OF WORK**

4.0 Submitter shall exchange data with OHCA in an effort to improve or enhance the Medicaid program. This Agreement does not provide for the transmission of claims or billing data.

#### 4.1 Electronic Data Interchange Formats

OHCA is under mandates contained in the Code of Federal Regulations ("CFR") to migrate from state specific electronic formats. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) dictates the formats to be used and the timetable that all payers and submitters have to meet to implement those changes. Submitter handling healthcare transactions must be compliant and capable of handling the HIPAA mandated, electronic data interchange formats. Submitter agrees to provide HIPAA formats on the timelines mandated by either federal law, published in the CFR, or indicated by an OHCA written directive. These standards are mandated by OHCA and will be the only standards allowed unless otherwise specified in writing. OHCA will implement the HIPAA transaction standard formats compliant system on or before January 1, 2003. EDS will provide companion documents to Submitter to provide Oklahoma MMIS EDI standards.

4.2 The Submitter 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 Submitter to EDS.

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

5.0 EDS and Submitter will meet all laws and regulations pertaining to confidentiality, privacy, and security that are applicable to each entity. Further, OHCA mandates all Submitters be in full compliance with the provision of the HIPAA security regulations upon final rulemaking authority.

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

5.2 Submitter agrees to safeguard all Oklahoma MMIS information, whether verbal, written, or otherwise, received from EDS, or acquired by Submitter 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 Submitter 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.

5.3 Submitter 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 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

- 5.4 Submitter 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 Submitter 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 Submitter from compliance with federal and state reporting laws and regulations. Further, these provisions also allow the Submitter to fully meet reporting requirements for audit purposes.

## **ARTICLE VII. OTHER TERMS AND CONDITIONS**

### **7.0 Liability**

EDS liability to the Submitter 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.

### **7.1 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 notification to the Submitter 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 Submitter. 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:

***SUBMITTER***

\_\_\_\_\_  
**Signed**

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

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

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

***EDS***

\_\_\_\_\_  
**Signed**

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

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

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