

**AGREEMENT between HEWLETT PACKARD ENTERPRISE and INSURE OKLAHOMA**

Hewlett Packard Enterprise, (hereinafter referred to as "HPE") and \_\_\_\_\_ (hereinafter referred to as "EMPLOYER") enter into this Agreement:  
*(Print Employer's Name)*

**ARTICLE I. PURPOSE**

1.0 The purpose of this Agreement is for HPE and EMPLOYER to contract for subsidy payments to assist in purchasing group health coverage for employees under the INSURE OKLAHOMA program. The parties agree and understand that the INSURE OKLAHOMA Program is a federal matching program and that funds are paid from federal and state treasury funds.

**ARTICLE II. THE PARTIES**

2.0 Hewlett Packard Enterprise (HPE)  
(a) HPE is contracted by the Oklahoma Health Care Authority (OHCA) to provide third party administrator services (as defined) for INSURE OKLAHOMA. OHCA is the state agency that the Oklahoma Legislature has designated to administer Oklahoma's INSURE OKLAHOMA program.

2.1 NAME \_\_\_\_\_  
*(Print EMPLOYER's Name)*

- (a) EMPLOYER certifies it is a legal business entity that qualifies for participation under INSURE OKLAHOMA rules found at OAC 317:45-7-1.
- (b) EMPLOYER has authority to enter into this Agreement pursuant to its organizational documents, bylaws, or properly enacted resolution of its governing authority. The EMPLOYER or EMPLOYER'S AUTHORIZED REPRESENTATIVE has authority to execute this Agreement on EMPLOYER's behalf pursuant to EMPLOYER's organizational documents, bylaws, or properly enacted resolution of EMPLOYER's governing authority.
- (c) "EMPLOYER" agrees signatory
  - 1. He/She is the duly authorized agent of the EMPLOYER under the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Agreement;
  - 2. He/She is fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Agreement;
  - 3. Neither the EMPLOYER nor anyone subject to the EMPLOYER's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value either directly or indirectly, in procuring the Agreement to which this statement is attached; and
  - 4. No person who has been involved in any manner in the development of the Agreement to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said Agreement. This paragraph shall not preclude faculty and staff of institutions within the State system of Higher Education from negotiating and participating in research grants and educational contracts. This paragraph shall not apply to an agreement between the Oklahoma Health Care Authority and another agency of the State of Oklahoma.

**2.2 ADDRESSES**

The parties agree that the mailing addresses for the parties to this Agreement are as follows:

HPE mailing address:  Premium Assistance HPE Attention: Employer Specialists 2401 NW 23rd, Suite 11 Oklahoma City, OK 73107	EMPLOYER mailing address:  _____ _____
--	---

**ARTICLE III. TERM**

3.0 This Agreement shall be effective starting the first day of \_\_\_\_\_ (the "Effective Date") and will automatically renew every twelve (12) months thereafter, so long as the employer qualifies for participation under INSURE OKLAHOMA rules found at OAC 317:45-7-1.

3.1 EMPLOYER shall not assign or transfer any rights, duties, or obligations under this Agreement without HPE/OHCA's prior written consent.

## ARTICLE IV. SCOPE OF AGREEMENT

### 4.0 EMPLOYER RESPONSIBILITIES

EMPLOYER agrees to:

- (a) Provide group coverage to certain employees through one or more INSURE OKLAHOMA qualifying benefit plan(s) as defined by OAC 317:45-5-1.
- (b) Provide INSURE OKLAHOMA forms and information received from HPE/OHCA to its employees on a timely basis and to inform them of their option to apply for the INSURE OKLAHOMA program.
- (c) Pay all invoices for group benefit plan(s) chosen by employees participating in INSURE OKLAHOMA by the due date specified by the carrier (including any allowable grace period).
- (d) Pay no less than 25% of the benefit plan premium for employees participating in INSURE OKLAHOMA. This minimum amount for each participating employee will be provided by OHCA-Insure Oklahoma.
- (e) Withhold a premium from an employee's paycheck. The amount to be provided by OHCA-Insure Oklahoma.
  - no more than 15% of the applicable premium for employees participating in INSURE OKLAHOMA.
  - no more than 15% of the applicable premium for the employee's spouse if EMPLOYER offers coverage for spouses and an employee's spouse participates in INSURE OKLAHOMA.
- (f) Provide within five days from the effective date of:
  - any change in the employment status of any employee participating in INSURE OKLAHOMA, for example employee's termination
  - new employees' eligibility for health coverage, e.g. new hires or an employee who switched from part time to full time
- (g) Provide notification to HPE/OHCA within seven working days of being informed of any qualifying event that changes the employee or spouse's eligibility for benefit coverage.
- (h) Comply with all applicable federal and state statutes and regulations, OHCA rules and HPE policies.
- (i) Give HPE and OHCA the right to access any payment, coverage, or other EMPLOYER-related records of EMPLOYER'S carrier.
- (j) Assist OHCA and HPE in determining the liability of third parties for any INSURE OKLAHOMA employee's health care expenditures in accordance with 42 U.S.C. 1396a (25) (A)
- (k) Provide information to OHCA related to EMPLOYER's expenditures for group benefit care coverage and benefit plans offered in the previous five years so that OHCA can comply with federal reporting requirements.
- (l) Accept payment from HPE by direct deposit to the EMPLOYER's financial institution and ensure that HPE/OHCA has correct direct deposit information.

### 4.1 PAYMENT OF THE PREMIUM SUBSIDY

- (a) HPE shall pay EMPLOYER a monthly subsidy amount as provided by OHCA-Insure Oklahoma for benefit premiums for its eligible employees enrolled in INSURE OKLAHOMA.
- (b) HPE/OHCA shall make payment in accordance with the direct deposit information supplied by EMPLOYER.
- (c) In the event of an overpayment to EMPLOYER due to fraud or error, HPE/OHCA will recoup the amount of the overpayment from EMPLOYER. Overpayments will be recouped by deduction from future premium subsidies and/or creating an account receivable and invoicing EMPLOYER for a payment. The date of any notice of adverse action issued by OHCA or HPE to an employee enrolled in INSURE OKLAHOMA has no bearing on HPE/OHCA's ability to recoup overpayments from EMPLOYER.
- (d) All payments will be from federal and state funds. Any false claims, statements, or documents, or any concealment of a material fact may be prosecuted under applicable federal or state laws.
- (e) EMPLOYER agrees and understands that HPE/OHCA cannot make payment to employers who discriminate on the grounds of race, color, religion, sex, national origin or handicap.

### 4.2 BILLING PROCEDURES

- (a) EMPLOYER agrees to submit its claim for a subsidy payment in a format acceptable to HPE/OHCA and attach a complete premium invoice from the carrier.
- (b) EMPLOYER agrees to submit the claim on a monthly basis at least five (5) days prior to the monthly premium cycle cut-off date as published in the Employer Invoice Calendar.
- (c) In the event that the carrier invoice shows that full payment of the previous month's invoice has not been made and EMPLOYER has received a premium subsidy for that previous month, the subsidy payment for the current month may be delayed.
- (d) If no claim and carrier invoice is received for a particular month, HPE/OHCA may at its option assume that the employer is no longer participating in INSURE OKLAHOMA and terminate EMPLOYER's Agreement.

#### **ARTICLE V. LAWS APPLICABLE**

- 5.0 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 and (ii) state Medicaid and INSURE OKLAHOMA statutes and rules may change. The parties shall be mutually bound by such changes.
- 5.1 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.
- 5.2 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.
- 5.3 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.

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

- 6.0 EMPLOYER shall keep such records as are necessary to disclose fully the extent of its participation in the INSURE OKLAHOMA program and shall furnish records and information regarding eligibility requirements, employee status, and subsidy payments received to HPE, OHCA, the Oklahoma Attorney General's Medicaid Fraud Control Unit (MFCU hereafter), and the U.S. Secretary of Health and Human Services (Secretary hereafter) for six years from the date of provision. EMPLOYER shall not destroy or dispose of records, which are under audit, review or investigation when the six-year limitation is met. EMPLOYER 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 the HPE, OHCA, MFCU, and the Secretary shall have the right to make physical inspection of EMPLOYER's place of business and to examine records relating to financial statements or forms submitted by EMPLOYER under this Agreement and to audit EMPLOYER's financial record.

#### **ARTICLE VII. CONFIDENTIALITY**

- 7.0 EMPLOYER agrees that information regarding its employees' participation in INSURE OKLAHOMA is confidential. EMPLOYER shall not release such information to any entity or person other than HPE without OHCA's permission. EMPLOYER agrees to comply with the provisions of the Health Insurance and Portability Accounting Act of 1996 (HIPAA), specifically the privacy provisions of that act found at 45 C.F.R. sections 164.502.
- 7.1

#### **ARTICLE VIII. TERMINATION**

- 8.0 Either party may terminate this Agreement without cause with a sixty-day written notice to the other party. HPE/OHCA may terminate this Agreement immediately under the following conditions:
- a. EMPLOYER no longer offers its employees coverage under a qualified benefit plan;
  - b. EMPLOYER fails to make full payment to the carrier by the required date
  - c. EMPLOYER fails to submit a claim and carrier invoice in any month;
  - d. An audit indicates EMPLOYER is ineligible for INSURE OKLAHOMA;
  - e. EMPLOYER no longer has a business location in the state of Oklahoma;
  - f. On evidence of fraud.
- 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 by HPE/OHCA.
- 8.2 In the event of termination of EMPLOYER or employee, EMPLOYER shall provide any records or other information necessary for an orderly transition of INSURE OKLAHOMA employees' health care.
- 8.3 In the event of termination under 8.0, EMPLOYER agrees that any overpayment determined as a result of EMPLOYER may be recovered from EMPLOYER through an administrative proceeding.

**ARTICLE IX. OTHER PROVISIONS**

- 9.0 The representations made in this Agreement constitute the sole basis of the parties' contractual relationship. No oral representation by either party relating to services covered by this Agreement shall be binding on either party. Any amendment to this Agreement shall be in writing and signed by both parties, except those matters addressed in Paragraph 2.2. Address changes shall be in writing but shall not require the signature of the receiving party.
- 9.1 If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect any other provision, and the invalid provision shall be wholly disregarded.
- 9.2 Titles and subheadings used in this Agreement are provided solely for the reader's convenience and shall not be used to interpret any provision of this Agreement.
- 9.3 Limitation of Liability. Except for that parties indemnification obligations, in no event will the measure of damages payable by either party include, nor will either party 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.
- 9.4 Third Party Indemnification of HPE. Each of the parties acknowledge that by entering into and performing its obligations under this Agreement HPE will not assume and should not be exposed to the business and operational risks associated with EMPLOYER'S business, and EMPLOYER therefore agrees to indemnify and defend HPE from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively, "Losses") arising out of, under or in connection with any third party claim relating to the conduct of EMPLOYER'S business, including any breach of EMPLOYER'S obligations under this Agreement.
- 9.5 Relationship of Parties. EMPLOYER is performing pursuant to this Agreement only as an independent contractor. EMPLOYER shall not act or attempt to act or represent itself, directly or by implication, as an agent of HPE or its Affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, HPE or its Affiliates.

\_\_\_\_\_  
EMPLOYER'S FEIN

\_\_\_\_\_  
HPE Authorized Representative Name

\_\_\_\_\_  
EMPLOYER Authorized Representative Name

\_\_\_\_\_  
HPE Authorized Representative Signature

\_\_\_\_\_  
EMPLOYER Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AFFIDAVIT**  
**[Required by 74 Okla. Stat. §§ 85.23 and 85.43 (B)]**

STATE OF \_\_\_\_\_ ) ) ss.

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ of lawful age, being first duly sworn on oath says:  
(Print Name of Person Signing Agreement)

1. He/She is the duly authorized agent of the EMPLOYER under the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Agreement;
2. He/She is fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Agreement;
3. Neither the EMPLOYER nor anyone subject to the EMPLOYER's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value either directly or indirectly, in procuring the Agreement to which this statement is attached; and
4. No person who has been involved in any manner in the development of the Agreement to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said Agreement. This paragraph shall not preclude faculty and staff of institutions within the State system of Higher Education from negotiating and participating in research grants and educational contracts. This paragraph shall not apply to an agreement between the Oklahoma Health Care Authority and another agency of the State of Oklahoma.

\_\_\_\_\_  
Employer's Signature

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

( Seal )

\_\_\_\_\_  
Notary Public (or Clerk or Judge)