MEDICAID STATE SUPPLEMENTAL REBATE AGREEMENT BETWEEN
OKLAHOMA HEALTH CARE AUTHORITY
AND
_____

Based upon the following recitals the Oklahoma Health Care Authority (hereinafter referred to as OHCA) and _____, FEIN_____ (hereinafter referred to as Manufacturer), enter into this Agreement.

ARTICLE I. PURPOSE

1.0 The purpose of this Agreement is for the Manufacturer to establish Medicaid State Supplemental Rebates for utilization of the Manufacturer's Contracted Product(s) which are reimbursed by the OHCA.

ARTICLE II. THE PARTIES

2.0 OKLAHOMA HEALTH CARE AUTHORITY

(a) OHCA is the single state agency designated by the Oklahoma Legislature through 63 O.S. § 5009(B) to administer Oklahoma's Medicaid Program, known as SoonerCare.

(b) OHCA has authority to enter into this Agreement pursuant to 63 O.S. § 5006(A) 2 OHCA's Chief Executive Officer has authority to execute this Agreement pursuant to 63 O.S § 5008(B)4 and 5

(c) OHCA states that its mailing address for purposes of the Agreement is as follows:

Oklahoma Health Care Authority
4345 N Lincoln Blvd
Oklahoma City, Oklahoma 73105-5101
Attention: Pharmacy Department
E-mail: pharmacy@okhca.org

2.1 _____

(a) Manufacturer states that it has the experience and expertise to perform the services required under this Agreement.

(b) Manufacturer has the authority to enter this Agreement pursuant to its organizational documents, bylaws, or properly enacted resolution of its governing authority. The person executing this Agreement for Manufacturer has authority to execute this Agreement on Manufacturer's behalf pursuant to the Manufacturer's organizational documents, bylaws, or properly enacted resolution of Manufacturer's governing authority.

(c) Manufacturer states that its mailing address for purposes of this Agreement is as follows:

_____
_____
_____
_____
_____
_____
_____

ARTICLE III. DEFINITIONS

3.0 "Agreement" means this Medicaid State Supplemental Rebate Agreement, including all documents attached or incorporated by reference.

3.1 "AMP" means the Average Manufacturer Price as set forth in 42 U.S.C. 1396r-8, as such statute may be amended from time to time.

3.2 "Best Price" means Best Price as set forth in 42 U.S.C. 1396r-8, as such statute may be amended from time to time.

3.3 "CMS" means the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services, or any successor or renamed agency carrying out the functions and duties heretofore carried out by such office.

3.4 "Contract Quarter" means one of the quarters ending on March 31, June 30, September 30, and December 31 of each calendar year during the term of this Agreement.

3.5 "Contracted Product" means a product listed in Schedule A and covered under this Agreement.

3.6 "Managed Care Organizations (MCO)" shall mean a managed care entity that is responsible for coverage of Covered Outpatient Drugs for Medicaid Recipients, as described in 42 U.S.C. § 1396b(m)(1).

3.7 "Managed Care Organization (MCO) Lives" means all Medicaid beneficiaries not covered under Fee-For-Service.

3.8 "Medicaid State Supplemental Rebate" means the quarterly payment by Manufacturer pursuant to Section 5.1 and 5.2 of this Agreement.

3.9 "NDRA" means Manufacturer's Medicaid National Drug Rebate Agreement with the Secretary of the Department of Health and Human Services pursuant to Section 1927 of the Social Security Act (42 USC 1396r-8).

3.10 "Oklahoma Medicaid" means the joint federal and state medical assistance program as established and defined pursuant to Title 42 U.S.C. 1396, et seq., that provides reimbursement for or coverage of prescription drug products to Medicaid Recipients.

3.11 "Oklahoma Medicaid Member" means any person enrolled in Oklahoma Medicaid and eligible to receive prescription drug benefits.

3.12 "PBPA" means the Oklahoma Medicaid Product Based Prior Authorization List which identifies products placed in tiered categories which define the order of utilization and clinical criteria requirements that must be met for these products to be utilized to treat members. The PBPA may include products with unrestricted access and may also include drugs subject to prior authorization requirements under OHCA regulations.

3.13 "Pharmacy" means a facility licensed in accordance with the laws of the state in which the pharmacy is located or of the State of Oklahoma, as applicable, to dispense legend drugs, and contracted with the OHCA as a provider of pharmacy services to Medicaid members.

3.14 "Preferred Position" means a product may be placed in a Preferred Tier, may have reduced prior authorization criteria, or may not be disadvantaged to other products in the same class.

3.15 "Preferred Tier" means Tiers 1 and 2 of the OHCA Product Based Prior Authorization (PBPA) list. Tier 1 products are usually available without a prior authorization. Tier 2 products require either trial(s) of a Tier 1 product(s) or approval of a provider-submitted exception request.

3.16 "Single Source Drug" means a covered outpatient drug, including a drug product approved for marketing as a non-prescription drug that is regarded as a covered outpatient drug in accordance with 42 USC 1398r-8(k)(4), which is produced or distributed under a new drug application approved by the Food and Drug Administration, including a drug product marketed by any cross-licensed producers or distributors operating under the new drug application unless the Secretary determines that a narrow exception applies (as described in section 447.502 of title 42, Code of Federal Regulations (or any successor regulation)). Such term also includes a covered outpatient drug that is a biological product licensed, produced, or distributed under a biologics license application approved by the Food and Drug Administration.

3.17 "State Utilization Data" means the OHCA data which reflects reimbursement to pharmacy and medical providers for Contracted Products under the Oklahoma Medicaid Program. Medicaid Utilization Information to be supplied includes, for each NDC number or Unique Product Identifier (UDI): 1) Product name; 2) Units; 3) Number of prescriptions; and 4) Total amount reimbursed. A zero value in the total amount reimbursed field could be appropriate for MCO data only. State Utilization Data excludes data from covered entities identified in Title 42 USC 256b(g)(4) in accordance with Title 42 USC 256b(a)(4)(A) and 1396r-8(a)(5)(C). State Utilization Data shall not include any Products dispensed to Medicaid Members by Pharmacies outside of the United States. Fee-for-Service utilization information is based on claims paid during a Quarter. Managed Care Plan Utilization Data is based on claims dispensed during the Quarter for Contracted Products.

3.18 "URA" or "Unit Rebate Amount" means the total rebate amount payable under the Manufacturer's NDRA pursuant to 42 CFR § 447.509.

3.19 "Wholesale Acquisition Cost (WAC)" means the Manufacturer's list price for the drug or biological to wholesalers or direct purchasers in the United States, not including prompt pay or other discounts, rebates, or reductions in price, for the last day of a Contract Quarter as published by First Data Bank, MediSpan, Red Book, or any other national pricing compendia.

ARTICLE IV. GENERAL PROVISIONS

4.0 TERM OF THE AGREEMENT

(a) The term of this Agreement shall begin on January 1, and end on December 31, .

(b) It is understood and agreed by the parties hereto that all obligations of OHCA, including the continuance of payments, are contingent upon the availability and continued appropriation of state and federal funds, and on CMS' written authorization of the Oklahoma Medicaid Supplemental Rebate Program. In no event shall OHCA be liable for any payments in excess of such available appropriated funds.

4.1 AMENDMENTS

This Agreement contains all the terms and conditions of the parties and supersedes all prior agreements pertaining only to supplemental rebate agreements, written or oral, between the parties (except confidentiality agreements which shall survive execution hereof). No verbal representations by either party, which contradict the terms of this Agreement, are binding. Any amendments to this Agreement must be in writing, signed by both parties, and be approved in writing by CMS.

4.2 ASSIGNMENT

The parties shall not assign or transfer any rights or obligations under this Agreement without prior written consent of the other parties.

ARTICLE V. SCOPE OF WORK

Manufacturer shall:

5.0 Pay all rebates in accordance with Manufacturer's NDRA.

5.1 Remit to OHCA a Medicaid State Supplemental Rebate for utilization of Contracted Product(s) by Oklahoma Medicaid Members as set forth in Schedule A of this Agreement.

5.2 If Manufacturer elects to discontinue production, marketing, or distribution of any Contracted Product or to transfer or license any Contracted Product to a third party, Manufacturer shall notify OHCA of such action as soon as commercially reasonable. Upon such notification, OHCA has the right to remove the Contracted Product from the Schedule A without cause. Manufacturer will continue to be responsible for all State Supplemental Rebates until such notification is given.

OHCA shall:

5.3 In consideration of the Medicaid State Supplemental Rebates provided under this Agreement, OHCA, directly and through its respective affiliates and agents, agrees that it will:

(a) Maintain coverage of Contracted Product(s) in Preferred Position in accordance with any stipulations set forth in Schedule A;
(b) Not favor, either directly or indirectly, any competing Single Source Drug over a Contracted Product, except for reasons of medical appropriateness or consistency with Schedule A, as applicable. This does not in any way limit or restrict other mechanisms that OHCA may use to insure proper utilization of Contracted Product(s), such as quantity or day supply limits;
(c) Undertake independent actions that appropriately reflect the Preferred Position of any plan benefit design attributes listed in Schedule A relevant to Contracted Product(s), including communication on an as-needed basis of the Preferred Position of Contracted Product(s) to Oklahoma Medicaid physicians, pharmacists, and other appropriate parties;

5.4 OHCA shall approve the content of all communications regarding Contracted Product(s) independent of the influence, control, or participation of Manufacturer, except as the parties otherwise agree in writing.

5.5 OHCA shall submit State Utilization Data to Manufacturer on a quarterly basis.

5.6 OHCA warrants that it has received CMS authorization to receive Medicaid State Supplemental Rebates as provided under this Agreement.

5.7 OHCA represents and warrants that it has obtained all necessary consent(s) from all third parties, as required by law, regulation, ethical or professional code, contract, agreement or otherwise, to provide to Manufacturer all data required pursuant to Section 5.5 hereof.

5.8 OHCA warrants that the business arrangement contemplated by this Agreement is not subject to the provisions of 42 U.S.C. 1320a-7b(b) prohibiting illegal remuneration. Should the above provisions apply, OHCA warrants that the business arrangement contemplated by this Agreement meets the discount exception found in 42 U.S.C. 1320a-7b(b)(3)(A), which excludes from prohibited activities the practice of discounting or other reductions in price obtained by a provider of services or other entity under a Federal health care program, if the reduction in price is properly disclosed and appropriately reflected in the costs claimed or charges made by the provider or entity under a Federal health care program. OHCA currently provides CMS full and unfettered access to all information held by OHCA regarding the implementation of the Oklahoma Medicaid Program and shall continue to do so.

ARTICLE VI. LAWS APPLICABLE

6.0 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.

6.1 As applicable the Manufacturer shall comply and certifies compliance with:

(a) the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.;
(b) the Rehabilitation Act, 29 U.S.C. § 701 et seq.;
(c) the Drug-Free Workplace Act, 41 U.S.C. § 701 et seq.;
(d) Subchapters XIX and XXI of the Social Security Act, 42 U.S.C. § 1396 et seq.;
(e) Title VI and VII of the Civil Rights Act, 42 U.S.C. §2000det seq. and §2000e et seq;
(f) the Age Discrimination in Federally Assisted Programs, 42 U.S.C. § 6101 et seq.;
(g) Equal Opportunity for Individuals with Disabilities, 42 U.S.C. § 12101 et seq.;
(h) the Oklahoma Worker's Compensation Act, 85 O.S. § 1 et seq.;
(i) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.;
(j) the Equal Pay Act,29 U.S.C. §206 d;
(k) the Vietnam Era Veterans' Readjustment Act, 38 U.S.C §4212;
(l) 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;
(m) Presidential Executive Orders 11141, 11246 and 11375, which together require certain federal Manufacturers and sub-Manufacturers to institute affirmative action

plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;

(n) 45 C.F.R. §76.105 and §76.110 concerning debarment, suspension, and other responsibility matters;

(o) 74 O.S. § 85.44(B) and (C) and 45 C.F.R. § 74.34 with regard to equipment (as defined by 2 C.F.R §220, §225, or §230 depending on the type of entity of the Manufacturer) purchased with monies received from OHCA pursuant to this Agreement; and

(p) the Anti-Kickback Act of 1986; 41 U.S.C §8701 – 8707, which prohibits any person from providing or attempting to provide or offering to provide any kickback;

(q) Federal False Claims Act, 31 U.S.C §3729-3733 and the Administrative Remedies for False Claims and Statements, 31 U.S.C. §3801; and

(r) Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1313 and participates in the Status Verification System. The Status Verifications System is defined at 25 O.S. §1312 and includes, but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

6.2 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.

6.3 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. The Manufacturer further acknowledges that nothing contained in this Agreement shall be construed as a waiver of the immunity from liability, which would otherwise be available to the State of Oklahoma under the principles of sovereign immunity. In particular, the Manufacturer agrees that the sole and exclusive means for the presentation of any claim against the State arising out of this Agreement, shall be in accordance with all applicable Oklahoma Statutes. The Manufacturer further covenants not to initiate legal proceedings in a State or Federal court in addition to, or in lieu of, any proceedings available under Oklahoma Statutes.

6.4 The venue for civil actions arising from this Agreement shall be Oklahoma County, Oklahoma. For the purpose of 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.

6.5 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.

6.6 Any action against OHCA, including but not limited to, actions either for break of Agreement or for enforcement of its provisions, or both, shall be commenced within the period provided for in Title 12 O.S. §95. All defenses in law or equity shall be reserved to OHCA.

ARTICLE VII. AUDIT & INSPECTION

7.0 Manufacturer shall keep such records as are necessary to disclose fully the extent of service provided under this Agreement, and shall furnish records and information regarding any claim for providing such service to OHCA, the SA&I (State Auditor & Inspector), CPD (Office of Management and Enterprise Services – Central Purchasing Division), the GAO (General Accounting Office), MFCU (Oklahoma Attorney General's Medicaid Fraud Control Unit), and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to

as Secretary) for seven years from the date of service. The Manufacturer shall not destroy or dispose of records, which are under audit, review, or investigation when the seven-year limitation is met. Manufacturer shall maintain such records until informed in writing by the auditing, reviewing, or investigating agency that the audit, review or investigation is complete.

7.1 Authorized representatives of OHCA, SA&I, CPD, GAO, MFCU, and the Secretary shall have the right to make physical inspection of the Manufacturer's location or facility and to examine records relating to financial statements or claims submitted by Manufacturer under this Agreement and to audit the Manufacturer's financial records.

7.2 Pursuant to 74 O.S. § 85.41, OHCA, SA&I, CPD, GAO, and MFCU shall have the right to examine the Manufacturer's books, records, documents, accounting procedures, practices, or any other items relevant to this Agreement. OHCA shall allow for the inspection of public records in accordance with the provisions of the Oklahoma Open Records Act.

ARTICLE VIII. CONFIDENTIALITY

8.0 OHCA agrees that under 42 U.S.C, § 1396r-8 (b)(3)(D) and 51 Okla. Stat. § 24A.13 that certain information will be shared with OHCA to comply with the federal approval of this agreement. Under federal law both "best price" and "average manufacturer price" may be given so that compliance with federal legislation may be achieved. OHCA agrees to comply with federal law cited above so that information disclosed to reach this Agreement may not be disclosed. Further to the extent a Court determines that such information involves a "trade secret" as defined in 78 Okla. Stat. § 86 (4), OHCA agrees not to release the information that would lead to the release of this proprietary information.

8.1 To the extent that OHCA utilizes the services of a third-party to develop and maintain any portion of this Agreement, all provisions of Section 8.0 shall apply to the third-party, and OHCA shall have the third-party sign a written agreement ensuring the third-party's compliance with all aspects of this Section 8.0 before disclosing any information to the third-party. This Section 8.0 shall survive termination or expiration of this Agreement.

8.2 The parties agree not to disclose, to each other or to any third party, any information protected as confidential information under state or federal law, including but not limited to information revealing the identity of Medicaid Members.

8.3 Manufacturer agrees that SoonerCare member information is confidential and is not to be released to the general public under 42 U.S.C. § 1396a(a)(7), 42 C.F.R. § 431:300-306 and 63 O.S. § 5018. Manufacturer agrees not to release the information governed by these SoonerCare member requirements to any other state agency or public citizen without the approval of OHCA.

8.4 Manufacturer agrees that SoonerCare member and provider information cannot be remarketed, summarized, distributed, or sold to any other organization without the express written approval of OHCA.

8.5 Manufacturer agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R §§160 – 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 et. seq..

8.6 Manufacturer must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to OHCA Privacy and Confidentiality Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of this Agreement.

8.7 Manufacturer must report potential known violations of 21 O.S. §1953 to 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.

8.8 Manufacturer shall provide encrypted e-mail communication when Protected Health Information (PHI) is transmitted to OHCA. No direct connection of Virtual Private Network (VPN) to OHCA will be used for this purpose nor will OHCA use individual e-mail certificates for its staff. Such encrypted e-mail will require a X.509 certificate that can be collected by the existing OHCA e-mail encryption system, so that e-mails can be decrypted automatically by OHCA. OHCA shall provide no additional hardware/software to the Manufacturer for this purpose nor accept any Manufacturer provided hardware/software.

ARTICLE IX. PAYMENTS/REIMBURSEMENTS

Manufacturer shall:

9.0 Make payment of Medicaid State Supplemental Rebates due under Article IV herein within thirty-eight (38) days after receipt by Manufacturer of complete and accurate State Utilization Data as set forth above and provided the conditions of Section 4.0 (b) have been met. If the Medicaid State Supplemental Rebate due is not paid within ninety (90) days after receipt of complete and accurate State Utilization Data, Manufacturer shall be considered to be in default of this Agreement and all Manufacturer Contracted Product(s) shall be removed from Preferred Position.

9.1 Provide OHCA with reconciliation statements along with each Supplemental Rebate payment that meet CMS requirements for Federal Rebates.

9.2 Manufacturer will pay the State Rebate, including any applicable interest. Interest on the State Rebates payable under Section 9.0 of this Agreement is calculated in the same manner as interest on the National Rebate Agreement.

OHCA shall:

9.3 Deliver to Manufacturer, in a mutually acceptable electronic format, State Utilization Data to Manufacturer within sixty (60) days following the close of each Contract Quarter.

9.4 Return immediately to Manufacturer all Medicaid State Supplemental Rebates paid under this Agreement and remove all Manufacturer's Contracted Product(s) from the Preferred Position if CMS' authorization of this Agreement is found to be invalid.

9.5 Payment of Medicaid State Supplemental Rebates is contingent upon the conditions set forth in Article V where applicable. No Medicaid State Supplemental Rebates shall be paid to OHCA when OHCA is in default of any of its obligations under this Agreement.

Both Parties shall:

9.6 Pay the other party to reflect such adjustment if any error is discovered in the data submitted or Medicaid State Supplemental Rebates paid under this Agreement, including the submission of data with respect to members or utilization not subject to Medicaid State Supplemental Rebates under this Agreement. The Medicaid State Supplemental Rebates due hereunder shall be appropriately adjusted to reflect the error. If the Manufacturer has made an overpayment which is then verified by OHCA, the Manufacturer may, at its sole discretion, deduct the amount of the overpayment from future discount payments due pursuant to this Agreement. Time limits for error adjustment shall be equal to those limits set forth by CMS regulations for the CMS Rebate.

ARTICLE X. DISPUTES

10.0 Parties shall resolve any disputes relating to this Agreement in accordance with generally applicable procedures followed by OHCA or CMS in disputes concerning rebates paid pursuant to 42 U.S.C. 1396r-8.

ARTICLE XI. TERMINATION

11.0 Either party may terminate this Agreement at the end of the calendar quarter for cause with a thirty (30) day written notice to the other party. Either party may terminate this Agreement at the end of the calendar quarter without cause with a sixty (60) day written notice to the other party.

11.1 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 OHCA.

11.2 This Agreement may be immediately terminated upon the occurrence of any one of the following events: (1) a determination by any court or any authorized governmental authority that the arrangements and transactions under this Agreement or any similar agreement constitute a violation of any law or regulation including without limitation 42 USC 1320a-7b(b) prohibiting illegal remuneration. For the purposes of this Section 11.2, "authorized governmental authority" shall mean any officer or agency of the Federal Government (e.g., Office of the Inspector General, Department of Justice, Department of Health and Human Services) or the State of Oklahoma (e.g., Oklahoma Attorney General) having substantive jurisdiction over the subject matter of this Agreement; any state or federal program with which this Agreement is connected; any actions which must be taken by either party hereto in order to perform its obligations under this Agreement; or any laws or regulations affecting the legality of this Agreement; or (2) a determination by CMS or any other legal entity that the Medicaid State Supplemental Rebates paid or payable by Manufacturer under this Agreement will affect or be included in Best Price calculations for determining rebates paid pursuant to 42 U.S.C. 1396r-8; or (3) A modification to 42 C.F.R. §447.504(c) removing or limiting the exclusion of the State Supplemental Rebate from AMP and/or to 42 C.F.R. §447.505(c) removing or limiting the exclusion of the State Supplemental Rebate from best price.

11.3 Upon termination of this Agreement, all Manufacturer's Contracted Product(s) will be removed from the Preferred Position.

ARTICLE XII. HOLD HARMLESS

12.0 The parties intend that each shall be responsible for its own intentional act and negligent acts or omissions to act. The OHCA shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, 51 Okla. Stat. §151, et seq. The Manufacturer shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Manufacturer agrees to hold harmless the OHCA of any claims, demands and liabilities resulting from any act or omission on the part of the Manufacturer and/or its agents, servants, and employees in the performance of this Agreement. It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

ARTICLE XIII. WAIVER OF BREACH

13.0 Failure of either party to complain of any act or omission on the part of the other party shall not be deemed a waiver of any breach or default of any term or condition of this Agreement. No waiver by either party of any breach or default of any term or condition of this Agreement shall be deemed a waiver of any other or subsequent breach or default.

ARTICLE XIV. FORCE MAJEURE

14.0 Noncompliance with any obligations hereunder due to *force majeure*, such as acts of God, laws or regulations of any government, war, terrorism, civil commotion, destruction of production facilities and materials, fire, earthquake, or storm, labor disturbances, shortage of materials, failure of public utilities or common carriers, and any other causes beyond the reasonable control of the parties, shall not constitute breach of this Agreement.

ARTICLE XV. NOTICES

15.0 Whenever notice is required to be given to the other party, it shall be made in writing and all notices under this Agreement shall refer to the F.E.I.N. on the first page of this Agreement. Notices shall be addressed and sent to the attention of the designated contact individual identified in Article II of this Agreement. Either party may change its address for the receipt of notices by notice given in accordance with this subsection.

15.1 Notices shall be delivered by certified mail or by overnight courier service. Delivery of notices shall be deemed to have occurred if a signed receipt is obtained, either when delivered by hand or three (3) business days after mailing by certified mail. For notices given by certified mail, return receipt requested shall be sufficient. Notices delivered in hand shall not be sufficient unless acknowledged in writing by the addressee.

EXECUTED:

Manufacturer:

_____	_____
Authorized Agent Signature	2nd Authorized Agent Signature (if needed)
_____	_____
Typed Name and Title	Typed Name and Title
_____	_____
Date	Date

Oklahoma Health Care Authority*:*

_____

OHCA Authorized Signature

_____

Typed Name and Title

_____

Date

Attachments to this Agreement include:
Schedule A – Contracted Product(s)

OKLAHOMA MEDICAID STATE SUPPLEMENTAL REBATE AGREEMENT
SCHEDULE A
Contracted Product(s) and Supplemental Rebate Formula

The following are the Contracted Product(s) to which the Supplemental Rebate Agreement shall apply:

NDC	Product Description	Offer Tier[1]	Formula[2]	Contracted Rate	Comments

[1]Offer Tier – The offer tier represents the number of **preferred branded agents** in the drug category.

- **Tier 1** - The Contracted Product will be the only preferred brand product in the drug category.
- **Tier 2** - The Contracted Product will be one of no more than two preferred brand products in the drug category.
- **Tier 3** - The Contracted Product will be one of no more than three preferred brand products in the drug category.
- **Tier 4** - The Contracted Product will be preferred as one of many in the drug category.

[2]Formulas – WAC as of last day of the quarter.

- **Guaranteed Net Unit Price (GNUP)** - Calculation shall be WAC – Federal URA – Contracted Rate = Supplemental Rebate Amount per Unit
- **Percentage of WAC** – Calculation shall be WAC * Contracted Rate = Supplemental Rebate Amount per Unit. Contracted Rate should be expressed as a decimal if using this formula.