State of Oklahoma
Oklahoma Health Care Authority

Solicitation

1. **Solicitation #:** 8070000457

2. **Solicitation Issue Date:** 12/9/11

3. **Brief Description of Requirement:**

The Oklahoma Health Care Authority (OHCA), is issuing this RFP to obtain a Contractor to provide FMS (fiscal management services) to Member/Employers participating in a SDS (Self-Directed Services) program administered by the OHCA or its agents. Currently the OHCA is administering four SDS programs.

4. **Response Due Date**[1]**:** 01/17/2012 **Time:** 3:00 PM CST/CDT

5. **Issued By and RETURN SEALED BID TO**[2]**:**

Agency Name: Oklahoma Health Care Authority

- U.S. Postal Delivery: 2401 N.W. 23rd Street, Suite 1-A Oklahoma City, OK 73107-2423
- Carrier Delivery: 2401 N.W. 23rd Street, Suite 1-A Oklahoma City, OK 73107-2423

6. **Solicitation Type** (check one below):

- ☐ Invitation to Bid
- ☑ Request for Proposal
- ☐ Request for Quote

7. **Shipping Location:** 2401 N.W. 23rd Street, Suite 1-A Oklahoma City, OK 73107-2423

8. **Contracting Officer:**

Name: Theresa Isenhour
Phone: 405-522-7264
Email: theresa.isenhour@okhca.org

[1] Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")
[2] If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries

State of Oklahoma
Oklahoma Health Care Authority

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) ***MUST*** *be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 8070000457

2. **Bidder General Information:**

   FEI / SSN : _____ VEN ID: _____

   Company Name: _____

3. **Bidder Contact Information:**

   Address: _____

   City: _____ State: ____ Zip Code: _____

   Contact Name: _____

   Contact Title: _____

   Phone #: _____ FAX#: _____

   Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

   ☐ YES – Permit #: _____

   ☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

   ☐ YES - Filing Number: _____

   ☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

   Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

   ☐ YES – include a certificate of insurance with the bid

   ☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)[2]

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

State of Oklahoma

Oklahoma Health Care Authority

Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: 8070000457

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
   b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor'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 this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

A.1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;

A.1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;

A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with any other forms completed as required by the solicitation.

A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004SA, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an amendment is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.

A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to acquire any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Health Care Authority located at 2401 N.W. 23rd Street Suite 1-A Oklahoma City, OK 73107-2423 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

A.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid

may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

A.14.1. The procuring agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the procuring agency to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

A.15.1. The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.

A.15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.17. Invoicing and Payment

A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.

A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 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.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

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B. SPECIAL PROVISIONS

RFP GENERAL TERMS AND CONDITIONS

B.1. AMENDMENTS OR MODIFICATIONS

See Also Section A.15

Legislative, regulatory and programmatic changes may require changes in the terms and conditions of the Contract. Modifications of terms and conditions of this Contract shall be authorized in such cases upon approval by OHCA, DCS, and the Contractor. At all times, all parties shall adhere to the overall intent of the Contract.

B.2. ASSIGNMENT/SUBCONTRACTORS

Contractor shall not assign or transfer any rights or obligations under this Contract without prior written consent of OHCA. The Contractor may use subcontractors if written consent of the OHCA is obtained prior to the effective date of any subcontract. The Contractor shall be responsible for the subcontractor's performance and shall be wholly responsible for meeting all the terms of the Contract. No subcontract or delegation shall relieve or discharge the Contractor for any obligation or liability under the Contract. Any subcontractor shall be subject to the same conditions as the Contractor, including contract modifications subsequent to award.

B.3. AUDIT AND INSPECTION

See also Section A.19

B.3.1. The Contractor shall keep records as are necessary to disclose fully the extent of service provided under this Contract, and shall furnish records and information regarding upon request to the General Accounting Office (GAO), 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 ending date of this Contract, which includes all renewal options. The Contractor shall not destroy or dispose of records, which are under audit, review or investigation when the seven-year limitation is met. The Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigation agency that the audit, review or investigation is complete.

B.3.2. Authorized representatives of GAO, MFCU, and the Secretary shall have the right to make physical inspection of the Contractor and to examine records relating to financial statements or claims submitted by the Contractor under this Contract and to audit the Contractor's financial records.

B.4 BIDS SUBJECT TO PUBLIC DISCLOSURE

See Also Section A.7

If Contractor provides a copy of its bid with proprietary and confidential information redacted and OHCA appropriately supplies the redacted bid to another party under the Oklahoma Open Records Act or other statutory or regulatory requirements, the Contractor agrees to indemnify OHCA and step in to defend its interest in protecting the referenced redacted material.

B.5. CONTRACT INFORMATION

B.5.1. Contract Term - The Contract shall begin Date of Award and terminate on June 30, 2012. There shall be an option to renew for six additional one-year periods (July 1st – June 30th). A purchase order will be issued for the first fiscal year and change orders to the original purchase order will be issued to the Contractor at the beginning of each following fiscal year. The option to renew shall be at the sole discretion of the OHCA based on its needs and funding availability.

B.5.2. Contractor Relationship – In accordance with OMB (Office of Management and Budget) Circular A-133 the relationship between the OHCA and the Contractor for the Contract resulting from this RFP is that of a vendor

B.6. CONFIDENTIALITY

B.6.1. Contractor agrees that SoonerCare member information is confidential pursuant to 42 USC § 1396a(7), 42 CFR § 431:300-306, and 63 O.S. § 5018. Contractor shall not release the information governed by these requirements to any entity or person without proper authorization or OHCA's permission.

B.6.2. Contractor shall have written policies and procedures governing the use and removal of patient records from Contractor's facility. The patient's written consent shall be required for release of information not authorized by law, which consent shall not be required for state and federal personnel working with records of members.

B.6.3. Contractor agrees that SoonerCare member and provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OHCA.

B.6.4. 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.

B.6.5. 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 of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of Contract.

B.6.6. Contractor agrees to report potential known violations of 21 O.S. §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.

B.6.7. Contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OHCA of such breach pursuant to the terms of 45 CFR §164.410 and cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to

Contractor.

B.6.8. Contractor shall report to the OHCA any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Contractor shall report to OHCA any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

B.7. CONFLICT OF INTEREST

Contractor certifies and agrees that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the performance of a Contract resulting from this RFP.

B.8. CONTRACT ADMINISTRATION AND MANAGEMENT

B.8.1. OHCA shall designate a Program Manager (PM) to coordinate activities, resolve questions, document and monitor the selected Contractor's performance, and be the Contractor's primary liaison in working with other OHCA staff. The PM will initially receive and review all progress reports and deliverables, oversee scheduling of meetings with State staff, and maintain first-line administrative responsibility for the Contract. The PM shall monitor, document and evaluate the work performance of the Contractor, accept deliverables, and authorize the payment for services rendered.

B.8.2. The Contractor shall designate a Project Director (PD) who shall have day to day responsibility for supervising the performance and obligations under this RFP. The selected PD will work closely with and will receive policy direction from the OHCA PM. The PD shall be located within the boundaries of the City of Oklahoma City, OK. Contractor shall not change the designation of its PD without OHCA's prior written approval, which approval shall not be unreasonably delayed or withheld.

B.9. DISASTER RECOVERY PLAN

Contractor is required to have a Disaster Recovery Plan for restoring software and master files and hardware backup if management information systems are disabled and for continuation of client payroll, invoicing, payment services, telephone logs and reports.

B.10. DISPUTES

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the resulting Contract. When a dispute arises between OHCA and the Contractor, both parties will attempt to resolve the dispute pursuant to Oklahoma Central Purchasing Act, 74 Okla. Stat § 85, et seq.

B.11. EQUIPMENT

Equipment is defined by the State of Oklahoma as a tangible nonexpendable item having a useful life of more than one year and a total acquisition cost of $500.00 or more per unit. In the event the purchase of equipment is allowed under the Contract resulting from this RFP process, all equipment purchased by the Contractor for which the Contractor receives payment from the OHCA shall belong to the OHCA. This equipment shall be inventoried and tagged in accordance with OHCA asset policies and procedures. Upon completion of this contract all equipment shall be returned to the OHCA.

B.12. INFORMATION TECHNOLOGY ACCESS CLAUSE

B.12.1. Electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance in accordance with 74 Okla. Stat., §85.7d and OAC 580:16-7-56. All web-based information developed as a deliverable under this contract shall comply with Section 4.3 of the Oklahoma Technology Accessibility Standards (Web-Based Information and Applications). EIT (electronic information technology) Standards may be found at http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html.

B.12.2. Upon request, the Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document. Any exceptions to Section 4.3 of the Oklahoma Information Technology Accessibility Standards shall be documented and approved by the OHCA. Additional information regarding the Oklahoma Information Technology Accessibility Standards may be found on the Office of State Finance website at http://www.ok.gov/OSF/index.html by clicking on *Information Services* tab followed by *Publications and Standards* tab and then selecting the *Information Technology Accessibility Standards* link.

B.12.3. The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the product, system or application developed and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

B.13. LAWS APPLICABLE

See also Sections A.21, A.22, A.27, and A.28.

B.13.1. The parties to this Contract acknowledge and expect that changes may occur over the term of this Contract regarding the multiple federal and state statutes, regulations and guidelines that govern this Contract. The parties shall be mutually bound by such changes.

B.13.2. The Contractor shall comply and certifies compliance with the following:

B.13.2.1. the Age Discrimination in Employment Act, 29 USC §621 et seq.;

B.13.2.2. the Rehabilitation Act, 29 USC §701 et seq.;

B.13.2.3. the Drug-Free Workplace Act, 41 USC §701 et seq.;
B.13.2.4. Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;
B.13.2.5. the Civil Rights Act, 42 USC §§2000d et seq. and §§2000e et seq.;
B.13.2.6. the Age Discrimination in Federally Assisted Programs, 42 USC §6101 et seq.;
B.13.2.7. Equal Opportunity for Individuals with Disabilities 42 USC §12101 et seq.;
B.13.2.8. the Oklahoma Worker's Compensation Act, 85 O.S. §et seq;
B.13.2.9. the Fair Labor Standards Act, 29 USC §201 et seq;
B.13.2.10. the Equal Pay Act, Public Law 88-38, 77 Stat. 56;
B.13.2.11. the Vietnam Era Veterans Re-adjustment Act of 1974,38 USC §4212;
B.13.2.12. 31 USC §1352 and 45 CFR §93.100 et seq., which (1) prohibit use of federal funds paid under this Contract to lobby Congress or any federal official to enhance or protect the monies paid under this Contract and (2) require disclosures to be made if other monies are used for such lobbying;
B.13.2.13. 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;
B.13.2.14. 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
B.13.2.15. 74 O.S. §85.44(B) and (C) and 45 CFR §74.34 with regard to equipment (as defined by the State of Oklahoma) purchased with monies received from OHCA pursuant to this Contract;
B.13.2.16. the Anti-Kickback Act of 1986; 41 USC §51-58, which prohibits any person from providing or attempting to provide or offering to provide any kickback;
B.13.2.17. Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801.
B.13.2.18. Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 Okla. Stat. §1313 and participates in the Status Verification System. The Status Verification system is defined at 25 Okla. Stat. §1312 and includes but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

B.13.3. The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.

B.13.4. The venue for civil actions arising from this Contract 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.

B.13.5. If any portion of this Contract is found to be in violation of State or Federal Statutes, that portion shall be stricken from this Contract and the remainder of the Contract shall remain in full force and effect.

B.14. OWNERSHIP OF MATERIALS

Materials developed and/or produced by the Contractor for which the OHCA pays the Contractor are owned by the OHCA. This includes any proprietary rights or interests in the products, materials, intellectual properties developed, data, documentation, approaches, systems, programs, methodologies, or concepts developed, produced or provided in connection with the services provided under the contract. All such items, rights and/or interests shall belong exclusively to OHCA, unless specifically approved in writing by OHCA. All materials produced as a result of this contract become the sole property of the OHCA. This includes all digital design files and layouts, as well as all final artwork and files. This excludes any stock photography or commercial photography or artwork that may be subject to pre-determined usage fees or ownership/copyright matters. The Contractor agrees not to use the OHCA's names, trademarks, service marks, logos, images, or any data resulting from the contract as a part of any commercial advertising or proposal without the express prior written consent of the OHCA in each instance.

B.15. PARTIES

OKLAHOMA HEALTH CARE AUTHORITY

B.15.1. 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.15.2. OHCA has authority to enter into this Contract pursuant to 63 O.S. §5006(A) and 74 O.S. §85.1. OHCA's Chief Executive Officer has authority to execute this Contract on OHCA's behalf pursuant to 63 O.S. §5008(B).

CONTRACTOR

B.15.3. Contractor states that it has the experience and expertise to perform the services required under the Contract.

B.15.4. Contractor has the authority to enter into the resulting Contract pursuant to its organizational documents, by laws, or property enacted resolution of its governing authority. The person executing the Contract for Contractor has authority to execute the Contract on Contractor's behalf pursuant to the Contractor's organizational documents, bylaws, or properly enacted resolution of Contractor's governing authority.

B.16. PAYMENTS/REIMBURSEMENT

See also Section A.17.

B.16.1. In consideration of satisfactory performance of the Duties of the Contractor enumerated in Section C of this RFP, the OHCA shall pay the Contractor upon completion of work, and not before. Payment for administrative services will be calculated using the per Member/Employer amount submitted by the Contractor during the RFP process (i.e per Member/Employer amount submitted by the Contractor during the RFP process multiplied by the # of Member/Employers enrolled during a specific month = the amount paid to the Contractor). Contractor shall submit a monthly invoice to the OHCA using this formula for reimbursement for administrative services. The total amount paid to the Contractor may be adjusted by the OHCA based on individual Member/Employer's date of enrollment or disenrollment in the individual SDS programs.

B.16.2. The OHCA shall make all payments made to the Contractor under this RFP against the not-to-exceed amount of

$45,000.00 for the period Date of Award through June 30, 2012.

B.16.3. Renewal amounts may increase or decrease from the award amount of the initial contract period (Date of Award – June 30, 2012). Final approval of renewal amounts will be at the sole discretion of the OHCA. Increases or decreases at the time of renewal shall not require a modification in accordance with this RFP's amendment clause as found on page 9.

B.16.4. Contractor shall submit a proper invoice for services rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) Contractor name; 2) telephone number; 3) FEI or vendor number; 4) invoice number; 5) purchase order number (where applicable); 6) description of service(s); 7) date(s) of service; and, 8) amount(s) billed. Contractor shall maintain documentation of all billed charges and shall make such documentation available to OHCA upon request or as otherwise stated in this Contract.

B.16.5. OHCA shall have forty-five (45) days from the date that a proper invoice is received by OHCA to pay claims pursuant to the terms of this RFP. If OHCA fails to pay and invoice within that time, Contractor shall have right to interest upon the invoice amount consistent with 62 O.S. §34.71 and 62 O.S. §34.72.

B.16.6. Contractor(s) shall have the later of: (a) ninety (90) days from the final date of service(s) rendered under the terms of this Contract; or (b) ninety (90) days from the expiration of this Contract to submit invoice(s) for payment. OHCA will not be held responsible for payment of invoices submitted in excess of these time limitations.

B.17. PUBLICATIONS/REPORTS FOR PUBLIC DISTRIBUTION

Contractor shall include the following cost statement on all documents, reports, publications, and etc. developed for public distribution and provide copies to the OHCA for submission to the Oklahoma State Publications Clearing House. "This publication is printed by (name of printing firm) is issued by the Oklahoma Health Care Authority as authorized by Mike Fogarty, CEO. (Number of) copies have been prepared and distributed at a cost of $_____. Copies have been deposited with the Publications Clearinghouse of the Oklahoma Department of Libraries."

B.18. TURNOVER PLAN

B.18.1. Six months prior to the conclusion of the Contract, the Contractor shall provide, at no extra charge, assistance in turning over the operations to OHCA or its agent. The Contractor shall provide a Turnover Plan which includes, but is not limited to, the following:

- **B.18.1.1.** Proposed approach to turnover;
- **B.18.1.2.** Identification of documentation and State-owned equipment and/or furnishings;
- **B.18.1.3.** Identification of documentation in Contractor's possession that is critical to the operation of services;
- **B.18.1.4.** Transfer of all data in a usable format to OHCA; and
- **B.18.1.5.** Turnover tasks and schedule.

B.18.2. OHCA must approve the Turnover Plan. At a turnover date, to be determined by OHCA, the Contractor shall provide to OHCA or its agent all updated manuals and all other documentation and records as will be required by OHCA for continuity of services under this Contract. Following turnover of operations, the Contractor must provide the state with a Turnover Results Report which will document completion and results of each step of the Turnover Plan.

B.18.3. As requested and applicable, but approximately four (4) months prior to the end of the Contract or any extension thereof, the Contractor must provide updates to replacements for all data and reference files, computer programs, and all other documentation as will be required by OHCA or its agent to run acceptance tests.

B.18.4. OHCA may request that the Contractor arrange for the removal of hardware and software or the transfer to OHCA of leased equipment and software, where applicable.

C. SOLICITATION SPECIFICATIONS

C.1. PROGRAM OVERVIEW

The *Living Choice Program* (LCP) was created to promote community living for persons of all ages with disabilities or long-term illnesses and to implement systems changes to rebalance the long-term care system. With grant funding from the CMS under the Money Follows the Person Rebalancing Demonstration, the OHCA will facilitate the transition of approximately 899 individuals of all ages with disabilities or long-term illnesses from institutional settings to their own homes in the community. To ensure continuity of care after the LCP demonstration period, the OHCA has developed and administers two additional home and community based waivers. Both of these waivers, *Sooner Seniors* for older persons and *My Life; My Choice* for persons with physical disabilities, will allow for a seamless transition from the LCP demonstration to the waivers which will provide the same services. The OHCA has one additional waiver for individuals who meet hospital or skilled nursing facility level of care. This waiver is entitled *Medically Fragile.*

C.2. DEFINITIIONS FOR THE PURPOSE OF THIS RFP

C.2.1. DEFINITIONS

C.2.1.1. Case Manager – an individual who has been trained and certified to collaborate with the Member/Employer on the development of the individualized Community/Service Plan and perform periodic monitoring to ensure Member/Employer's health and welfare.

C.2.1.2. CMS – Centers for Medicare and Medicaid Services is the federal agency responsible for providing federal oversight and guidance of the Oklahoma Medicaid Program.

C.2.1.3. Community/Service Plan (C/SP) – individual community/service plan created by the Member/Employer in collaboration with their Transition Coordinator/Case Manager. Each Member/Employer will have a C/SP which will function as their service plan. All services on the C/SP require prior authorization.

C.2.1.4. DCS – Department of Central Services – Central Purchasing is the Oklahoma State agency responsible for oversight and guidance regarding the Central Purchasing Act, 74 Okla. Stat. §85.1, Oklahoma's purchasing rules and regulations.

C.2.1.5. EFT – electronic funds transfer - is the electronic exchange or transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer based systems

C.2.1.6. FEIN – federal employer identification number also known as a Federal Tax Identification Number and is used by the IRS to identify a business entity.

C.2.1.7. FICA Tax - Federal Insurance Contributions Act Tax is a tax imposed by the federal government on both employees and employers to fund Social Security and Medicare.

C.2.1.8. FMS – Fiscal Management Services are services provided by an intermediary organization to Member/Employers participating in an SDS program. These services consist of financial transactions, payroll processing and reporting.

C.2.1.9. FUCA - Federal Unemployment Compensation Act was enacted by Congress to care for workers who in times of economic hardship and through no fault of their own lose their job and are unable to find new employment.

C.2.1.10. FUTA –Federal Unemployment Tax Act is a United States federal law that imposes a federal employer tax used to fund state workforce agencies.

C.2.1.11. IRS – Internal Revenue Service is the U.S. government agency responsible for tax collection and tax law enforcement.

C.2.1.12. Man-month - Unit of work representing the productive effort of one person in a 4-week period. Also called labor month.

C.2.1.13. Member/Employer – an individual or their legally liable relative, court-appointed representative or other designated representative participating in one of the SDS within the State of Oklahoma.

C.2.1.14. MMIS – Medicaid Management Information System is an integrated group of procedures and computer processing operations (subsystems) developed to provide mechanized claims processing and information retrieval.

C.2.1.15. OHCA – Oklahoma Health Care Authority, the Single State Agency in Oklahoma authorized to administer the Oklahoma Medicaid Program.

C.2.1.16. SDS (Self-Directed Services) – are goods and services that promote the Employer/Member's self-care, daily living, adaptive functioning, general household activity, meal preparation and leisure skills needed to reside successfully in the community. These services are not included in the Employer/Member's C/SP as specialized medical equipment or assistive technology. SDS goods and services include incidental expenses necessary to recruit/hire/train/retrain Worker/Employees. The following are the four types of SDS available to Member/Employers:

C.2.1.16.1. Personal care - assistance to a Member/Employer in carrying out activities of daily living such as bathing, grooming and toileting, or in carrying out instrumental activities of daily living, such as preparing meals and doing laundry, to assure personal health and safety of the Member/Employer or to prevent or minimize physical health regression or deterioration. Personal Care services do not include service provision of a technical nature, i.e. tracheal suctioning, bladder catheterization, colostomy irrigation, and operation/maintenance of equipment of a technical nature. The Transition Coordinator/Case Manager is responsible for development and monitoring of the Member/Employer's C/SP. Personal Care services are prior authorized and billed per 15-minute unit of service with units of service limited to the number of units on the Member/Employer's C/SP;

C.2.1.16.2 Independent living skills training/habilition training - services include services to support the Member/Employer's self-care, daily living, and adaptive and leisure skills needed to reside successfully in the community. Services are provided in community-based settings in a manner that contributes to the Member/Employer's independence, self-sufficiency, community inclusion, and well-being;

C.2.1.16.3. Respite care - services are provided to Member/Employers who are unable to care for themselves. They are provided on a short-term basis because of the absence or need for relief of the primary caregiver. Respite care will only be utilized when other sources of care and support have been exhausted. Respite care will only be listed on the C/SP when it is necessary to prevent institutionalization of the Member/Employer. Units of services are limited to the number of units approved on the C/SP. In-Home Respite services are billed per 15-minute unit service. Within any one-day period, a minimum of eight units must be provided with a maximum of 28 units provided. The service is provided in the Member/Employer's home. Extended Respite must be at least eight hours in duration. In-Home Extended Respite is billed for as a per diem rate. A minimum of eight hours must be provided in the Member/Employer's home; and

C.2.1.16.4. Advanced personal restorative care - maintenance services to assist a Member/Employer who has a chronic, yet stable, condition. The service assists with activities of daily living which require devices and procedures related to altered body functions. This service is for maintenance only and is not utilized as a treatment service. Advanced personal restorative care is billed per 15-minute unit of service. The number of units of this service a Member/Employer may receive is limited to the number of units approved on the C/SP.

C.2.1.17. SoonerCare – the Medicaid program within the State of Oklahoma

C.2.1.18. State Unemployment Compensation – is a tax paid by Member/Employers for the services provided by the Worker/Employee and is connected with the FUCA.

C.2.1.19. Transition Coordinator – a case manager who has been trained and certified in assisting nursing facility residents to transition from the nursing facility to the community. The transition coordinator also collaborates with the Member/Employer on the development of the individualized C/SP and performs periodic monitoring to ensure Member/Employer's health and welfare.

C.2.1.20. USCIS – United States Citizenship and Immigration Service is the United States government agency that oversees lawful immigration to the United States.

C.2.1.21. Vendor Fiscal Employer Agent (F/EA) Model - a non-government entity acts as FMS for Member/Employers for limited purpose of withholding, filing and depositing federal employment taxes. Vendor F/EAs also often invoice a state for public funds and disburse and track these funds, manage payroll, pay Worker/Employees for services provided to the Member/Employer in accordance with the Member/Employer's C/SP, generate reports to Member/Employer and state government.

C.2.1.22. Worker/Employee – an individual hired by a Member/Employer to provide personal care services as detailed in the C/SP.

C.3 CONTRACTOR SCOPE OF WORK

Contractor shall:

C.3.1. GENERAL OPERATIONAL REQUIREMENTS

C.3.1.1. Be considered the expert in regards to the FMS and therefore, is responsible for researching, interpreting, developing, and implementing all Federal and State of Oklahoma rules, regulations, laws, statutes, polices and/or procedures related to FMS under a Vendor Fiscal Employer Agent (F/EA) model with the assistance of the appropriate Federal or State of Oklahoma agency. The OHCA has listed a few specific forms and documents throughout this RFP. The Contractor is reminded that the forms and documents listed are not all inclusive. The OHCA is available to provide support and assistance upon request from the Contractor.

C.3.1.2 Develop and execute all necessary IRS (i.e Form 2678 and Form 8655) and State of Oklahoma documents and forms allowing the Contractor to provide FMS for the SDS programs. This includes obtaining a new FEIN for federal tax filing and payment purposes specifically related to the services detailed in this RFP. This new FEIN is separate from the FEIN currently assigned to the Contractor for its employee payroll and tax purposes.

C.3.1.3. Develop a policies and procedures manual specific to Contractor tasks and requirements under a Vendor Fiscal Employer Agent (F/EA) model. At a minimum the manual shall address the rules, regulations, law, statutes, policies, procedures, and/or requirements related to:

C.3.1.3.1. Federal and state tax;

C.3.1.3.2. Labor wage and hour rules for regular and overtime pay (both federal and state);

C.3.1.3.3. Workers' Compensation;

C.3.1.3.4. Federal and state immigration;

C.3.1.3.5. FEIN application, assignment, and retirement; and

C.3.1.3.6. Contractor's internal controls and processes for staying up-to-date on all applicable federal and state rules, regulations, law, statutes, policies, procedures, and/or requirements, which can change without notice.

C.3.1.4. Develop and implement training on FMS procedures and requirements for the Member/Employer's Case Manager and/or Transition Coordinator.

C.3.1.5. Collaborate with the OHCA in the development and implementation of web-based documents, communication methods, and strategies;

C.3.1.6. Develop information packets for both Member/Employers and Worker/Employees. The original packet and all revisions must be submitted to the OHCA PM prior to initial use. The packet will include information and forms related to being a Member/Employer or Worker/Employee and may require minor variations due to specific situations. The information packets must be written for individuals with various types of disabilities/limitations.

C.3.1.6.1. **Member/Employer Packets** The following list includes examples of forms/information that may need to be included in the packets. This is not an all inclusive list of required packet forms/information:

C.3.1.6.1.1. Information related to employing a Worker/Employee;

C.3.1.6.1.2. Hiring, firing, Oklahoma State Bureau of Investigation (OSBI) Criminal History Record Information Requests, Oklahoma State Department of Health's (OSDH) Certified Nurse Aide Registry, and Oklahoma Department of Human Services' (OKDHS) Community Services Worker Registry related to Worker/Employees;

C.3.1.6.1.3. Federal, state and local unemployment tax information (i.e. IRS Form 940 and other forms dependent upon the specific situation);

C.3.1.6.1.4. Worker/Employee rate setting (including benefits);

C.3.1.6.1.5. Workers' Compensation and State of Oklahoma's liability in regards to SDS participation;

C.3.1.6.1.6. labor rules and payments;

C.3.1.6.1.7. Forms (IRS Form 2678, 8821, SS-4, and power of attorney) providing the Contractor with approval to function as the FMS for the Member/Employer;

C.3.1.6.1.8 Information on the complaint process.

C.3.1.6.2. **Worker/Employee Packets** The following list includes examples of forms/information that may need to be included in the packets. This is not an all inclusive list of required packet forms and/or information:

C.3.1.6.2.1. Worker/Employee SoonerCare provider agreements;

C.3.1.6.2.2. Information required for OSBI Criminal History Record Information Request. The OSBI's website contains additional information and the required forms. The website address is http://www.ok.gov/osbi/Criminal_History/index.html.

C.3.1.6.2.3. The following is the minimum information required for completion of an OSBI Criminal History Record Information Request form:

C.3.1.6.2.3.1. First, middle, and last name;

C.3.1.6.2.3.2. Alias or maiden name;

C.3.1.6.2.3.3. DOB (Date of birth), if DOB is unavailable include exact age of Worker/Employee;

C.3.1.6.2.3.4. Race;

C.3.1.6.2.3.5. Sex; and

C.3.1.6.2.3.6. SSN (Social Security Number).

C.3.1.6.2.4. Inform the Worker/Employee that the following databases will be checked in addition to databases contained within the OSBI Criminal History Record Information Request;

C.3.1.6.2.4.1. OSDH's Certified Nurse Aide Registry; and

C.3.1.6.2.4.2. OKDHS's Community Services Worker Registry.

C.3.1.6.2.5. Enrollment information;

C.3.1.6.2.6. Worker/Employee employment application;

C.3.1.6.2.7. Timesheet completion instructions and time sheet due date calendar

C.3.1.6.2.8. FMS internal payroll forms (i.e. IRS Form W-4, USCIS Form I-9, IRS Notice 797 and other forms dependent upon the specific situation);

C.3.1.6.2.9. Workers' Compensation and State of Oklahoma's liability in regards to services provided by the Worker/Employee to a Member/Employer participating in an SDS program.

C.3.1.6.2.10. EFT forms and instructions.

C.3.1.7. Develop a customer service manual for the Member/Employer that addresses at a minimum the following related to the Contractor's customer service system:

C.3.1.7.1. Toll-free phone number;

C.3.1.7.2. Hours of operation;

C.3.1.7.3. Call response times;

C.3.1.7.4. Corrections involving Worker/Employee payments, and/or SDS payments; billing and payment issues;

C.3.1.8. Complete and submit to the OHCA an EFT form after award. Update as needed by submitting an updated EFT form.

C.3.2. Infrastructure Operational Functions:

C.3.2.1. Implement and maintain a customer service system which allows for communication with a diverse population consisting of individuals of all ages and with a variety of needs, disabilities and chronic conditions. The system should include the following at a minimum:

C.3.2.1.1. A toll free number answered by individuals whose native language is English as spoken within the United States of America and who are located within the borders of the continental United States of America during regular business hours 8:00am – 5:00pm (Central Standard Time or Central Daylight Time) Monday – Friday. Calls received outside of the hours stated above or when all lines are busy shall be returned within 24 hours. Phones are not required to be answered on State of Oklahoma observed holidays.

C.3.2.1.2. fax number;

C.3.2.1.3. internet/e-mail address;

C.3.2.1.4. foreign language translation and/or interpretation services;

C.3.2.1.5. sign language interpretation services and telecommunication services for the Deaf and/or hard of hearing;

C.3.2.1.6. Receiving, responding to and tracking calls from Member/Employers and Worker/Employees during and after regular business hours.

C.3.2.1.7. Written customer service system policies and procedures

C.3.2.2. Develop and implement orientation and skills training for Member/Employers related to FMS procedures.

C.3.3. Member/Employer Operational Functions:

C.3.3.1. Obtain, maintain and retire Member/Employer FEIN and the necessary documentation in the individual Member/Employer's file (IRS Form SS-4) in accordance with applicable federal and state rules, regulations, law, statutes, policies, procedures, and/or requirements.

C.3.3.2. Distribute to each Member/Employer a Member/Employer packet specific to their situation.

C.3.3.3. Maintain a file for each Member/Employer that contains all forms, paperwork and documentation enabling Contractor to function as the Member/Employer's FMS (i.e. IRS Form 2678, 8821, and IRS Notification of FE/A Approval, etc.) required by federal and state laws, rules, regulations, policies or procedures as applicable.

C.3.3.4. Provide Member/Employer (s) information related to compliance with federal and state laws, rules, regulations, policies or procedures related to household employment including immigration

C.3.3.5. Establish, maintain, track, and reconcile Member/Employer's funds and budgets within the Contractor's system upon entry to and termination from SDS both individually and in the aggregate. Each Member/Employer will have a separate budget developed by the Member/Employer and their Transition Coordinator/Case Manager. The fees for OSBI Criminal History Record Information Requests will be included in this Member/Employer's budget.

C.3.3.6. Provide each Member/Employer with a payroll calendar detailing the following:

C.3.3.6.1. dates of services for each pay period;

C.3.3.6.2. time-card due dates; and

C.3.3.6.3. payroll issuance dates.

C.3.4. Worker/Employee Operational Functions:

C.3.4.1. Submit Criminal History Record Information Requests to the OSBI in accordance with the OSBI requirements prior to finalizing employment of any Worker/Employee. The Criminal History Record Information Request form is available at http://www.ok.gov/osbi/Criminal_History/index.html. Each Criminal History Record Information Request results in a search of the following databases:

C.3.4.1.1. OSBI Computerized Criminal History;

C.3.4.1.2. Oklahoma Department of Corrections Sex Offender; and

C.3.4.1.3. Oklahoma Department of Corrections Mary Rippy Violent Offender.

C.3.4.2. Submit required paperwork to the OSDH and OKDHS in order for these agencies to verify the Worker/Employee is **not** currently listed in either of the following databases with a finding that would prevent their lawful employment as a Worker/Employee:

C.3.4.2.1. OSDH's Certified Nurse Aide Registry

C.3.4.2.2. OKDHS's Community Services Worker Registry

C.3.4.3. Enroll Worker/Employees meeting all screening requirements and having submitted all required documents, using the OHCA's on-line enrollment system and ensure this process is completed prior to a Worker/Employee beginning employment with an SDS Member/Employer.

C.3.4.4. Distribute to each Worker/Employee a Worker/Employee packet specific to their situation.

C.3.4.5. Maintain a file for each Worker/Employee that contains all forms, paperwork, and documentation (i.e. tax-related information, employment application, EFT forms, citizenship/immigration information and qualifications) required by federal and state laws, rules, regulations, policies or procedures as applicable.

C.3.4.6. Provide each Worker/Employee with timesheets, timesheet completion instructions, and a calendar detailing the due dates for time sheets.

C.3.4.7. Receive from each Worker/Employee timesheets for SoonerCare compensable services provided to the respective Member/Employer in accordance with the Member/Employer's C/SP.

C.3.4.8. Deposit by EFT within 5 working days of claims payment by the OHCA to each Worker/Employee's bank account the net pay due to the Worker/Employee for the specified time period.

C.3.5. Financial Operational Functions

C.3.5.1. Maintain and monitor a separate FEIN specifically to file IRS Form 2678 and other necessary and required forms on behalf of Member/Employers and Worker/Employee (s).

C.3.5.2. Maintain a calendar detailing the due date for time sheets and adjust calendar for weekends and State of Oklahoma observed holidays.

C.3.5.3. Receive timesheets from Worker/Employees in accordance with the time card due date calendar.

C.3.5.4. Submit within 2 working days of receipt of Worker/Employees' time sheets a claim for adjudication through the OHCA's MMIS. Submission and resubmission, as necessary, of claims through the OHCA MMIS system shall be in accordance with the following:

C.3.5.4.1. Payment for SoonerCare compensable services provided by Worker/Employees will be paid by the Contractor in accordance with the C/SP for the Member/Employer and OAC §317:30 utilizing the current OHCA coding and claim filing requirements.

C.3.5.4.2. Pursuant to 42 CFR §447.15, payments made by OHCA shall be considered payment in full for all covered services provided to a SoonerCare Member/Employer. Contractor shall not bill a SoonerCare Member/Employer for such service and shall not be relieved of this provision by electing not to bill OHCA for the service.

C.3.5.4.3. Contractor shall release any lien securing payment for any SoonerCare compensable service. This provision shall not affect Contractor's ability to file a lien for non-covered service (s).

C.3.5.5. Receive payment from the OHCA via direct deposit to the Contractor's financial institution within forty-five (45) days of submission of a "clean claim" based on the Worker/Employee's submitted time sheet. A "clean claim" is defined at 42 CFR § 447.45 (b).

C.3.5.6. Update the Member/Employer's budget upon receipt of payment by the OHCA.

C.3.5.7. Submit Worker/Employee's withholding taxes and insurance premiums to the appropriate federal, state agency or company.

C.3.5.8. Pay Worker/Employee (s) for services provided to Member/Employer (s) in accordance with the Member/Employer's C/SP and budget within 5 working days of claims payment by the OHCA via EFT. Worker/Employees are entitled to interest in accordance with 62 Okla. Stat. §34.71 and 62 Okla. Stat. §34.72 for all payments not made within forty-five days after the "clean claim" has been submitted to the OHCA by the Contractor.

C.3.5.9. Ensure compliance with all applicable federal and state laws, rules, and regulations including but not limited to tax, labor, immigration, workers' compensation and mandatory disability insurance.

C.3.5.10. Provide all other duties and/or tasks specific to FMS under the Vendor Fiscal Employer Agent (F/EA) model as required by CMS, IRS, and all other applicable federal and state entities or agencies.

C.3.5.11 Within 30 days of award, Contractor shall complete and return to the OHCA's current Fiscal Agent, HPES, LLC (HP Enterprise Services) the Electronic Data Exchange Agreement. This document will be supplied by the Fiscal Agent and is non-negotiable. The OHCA or the Fiscal Agent may make changes to this document as necessary. (See Attachment B for an example).

C.3.6. REPORTING REQUIREMENTS

C.3.6.1. Submit to the Member/Employer and the OHCA an electronic report by Member/Employer name and FEIN detailing the following:

- **C.3.6.1.1.** total budget amount;
- **C.3.6.1.2.** budget subcategories;
- **C.3.6.1.3.** total dollars used to pay Worker/Employees;
- **C.3.6.1.4.** total dollars used to pay for SDS;
- **C.3.6.1.5.** total dollars used to pay for OSBI Criminal History Record Information Requests;
- **C.3.6.1.6.** percentage of both total budget and available time used to date;
- **C.3.6.1.7.** historical data on budget periods for the past 12 month period; and
- **C.3.6.1.8.** total amount of claims paid through the OHCA MMIS.

C.3.6.2. Submit to the Worker/Employee and the OHCA an electronic report by Worker/Employee name and SSN detailing the following:

- **C.3.6.2.1.** total hours worked to date;
- **C.3.6.2.2.** total gross and net pay to date;
- **C.3.6.2.3.** detail of all withholdings and taxes (i.e. federal and state taxes, FICA, FUCA, SUCA, as applicable, workers' compensation, child support, garnishments, etc.) deducted from each check along with a withholdings summary for the past 12 month period;
- **C.3.6.2.4.** total dollars and hours still available;
- **C.3.6.2.5.** payment history for the past 12 month period;
- **C.3.6.2.6.** services provided to each individual Member/Employer; and
- **C.3.6.2.7.** end of year earnings and withholdings report for each Worker/Employee (i.e. W-2 or 1099) as applicable to the Worker/Employee's individual situation and in accordance with federal and state laws.

C.3.6.3. Submit to the OHCA on a monthly basis an electronic report containing the following:

- **C.3.6.3.1.** number of customer service inquiries and complaints;
- **C.3.6.3.2.** number of employment applications distributed;
- **C.3.6.3.3.** number of Worker/Employees enrolled;
- **C.3.6.3.4.** number of OSBI Criminal History Record Information, OSDH Certified Nurse Aide Registry, and OKDHS Community Services Worker Registry requests submitted; and
- **C.3.6.3.5.** number of Member/Employer and Worker/Employee packets distributed.

C.4. OHCA SCOPE OF WORK

C.4.1. Identify Member/Employer (s) in the various SDS Program (s) and status of participation, including begin and end dates for any periods of suspension of services and the end date of member participation in the program;

C.4.2. Assist Contractor in development of Member/Employer and Worker/Employee orientation and training on SDS;

C.4.3. Approve all packets prior to issuance to either Member/Employers or Worker/Employees;

C.4.4. Maintain Member/Employer personal information and C/SP information in the OHCA's MMIS;

C.4.5. Identify OHCA contact person(s) for Contractor regarding contract and Member/Employer or Worker/Employee issues;

C.4.6. Authorize changes to Member/Employer's S/PC for SDS and provide Contractor with authorized changes/updates;

C.4.7. Review financial reports from Contractor; and

C.4.8. Approve and pay invoices for administrative costs in accordance with the per Member/Employer amount submitted by the Contractor during the RFP process.

D. EVALUATION

D.1. RFP EVALUATION

D.1.1. The State of Oklahoma will conduct a comprehensive, fair, and impartial evaluation of proposal based on the "best value" criteria defined in the Oklahoma Central Purchasing Act, 74, O.S. §85, et seq.

D.1.2. Proposals shall be evaluated based on the following items. These items are not listed in any particular order of importance.

- **D.1.2.1.** Chapter 1 – Bidder's Summary
- **D.1.2.2.** Chapter 2 – Technical Response

D.1.2.3. Chapter 3 – Corporate Stability
D.1.2.4. Bidder's Past Performance and References
D.1.2.5. Cost

E. INSTRUCTIONS TO SUPPLIER

E.1. RFP Submission Requirements

The Bidder shall submit one (1) original hard copy, four additional hard copies, one original copy with all information the Bidder considers proprietary or confidential redacted (See A.7) and one (1) electronic copy on CD of their response and one (1) electronic redacted copy on CD of their response. All copies shall address each section of the solicitation separately and be labeled according to the numbering below. The electronic copy on CD shall contain one file in either Microsoft Word or Adobe PDF (portable document format) with all required forms, documents, and or responses contained within the one file. **No additional items are to be submitted.**

E.1.1. Page Limitations: Proposals shall have a maximum of 50 pages; this page limit includes all technical response text, cost proposal (Attachment A), and appendices, sample forms, brochures, etc. The type size shall not be smaller than 10 point. The top, bottom, left and right margins shall be at least one inch, excluding headers and footers. All pages must be numbered. **Any pages submitted in excess of the limit will not be read, evaluated, or considered in scoring the RFP.**

E.1.2. Illustrations and Photographs: Illustrations and photographs may be included only if they are used to illustrate some feature of the proposal such as a room or building to be used to provide services, the cover of a proposed brochure or system screen prints, etc. Any illustrations or photographs must be referenced in the text of the Technical Proposal. The Bidder's company logo is also acceptable on the cover and technical response pages.

E.1.3. Covers and binding: Proposals shall be placed in a loose-leaf binder or other binder cover. Covers shall specify the Bidder's name, date of submission, and the proposal name. Do not place illustrations or photographs on the cover or anywhere else except as specified above.

E.1.4. Cost Proposal: The Cost Proposal must be submitted separately on Attachment A. Any mention of project costs in the Technical Proposal response may render the proposal nonresponsive.

E.2. CHANGES IN CONTRACT PROVISIONS OR SPECIFICATIONS

Bidders are advised that they cannot change provisions or specifications of this Contract by indicating a change in their Proposal because this RFP is a higher order document than the Proposal (See A.9 Legal Contract). Bidders may request changes of RFP provisions during the question and answer process described below. If OHCA accepts the change, the change will be posted on the OHCA website as an amendment to the RFP.

E.3. QUESTIONS AND ANSWERS

E.3.1. All questions and requests for clarification or changes relative to the RFP process or regarding the meaning or interpretation of any RFP provision should be submitted to the email address specified on the first page of this solicitation. Questions will not be accepted by mail, fax or telephone.

E.3.2. Bidders must submit questions no later than 3:00 PM Central Time on January 9, 2012.

E.3.3. Answers to the questions shall be posted as amendments to the RFP on both the OHCA web site (http://www.okhca.org) and on the DCS websites (http://www.ok.gov/DCS/).

E.3.3.1 Access the amendment documents on the OHCA website, by clicking "About Us" at the top of the page and then on "Procurement" in the column on the left side of the page and then searching for the RFP by the name listed on the first pages of this solicitation.

E.3.3.2 Access the amendment documents on the DCS website, by clicking "Central Purchasing" at the top of the page and then on "ITBs/RFPs" followed by "Open Solicitations" and then searching by the RFQ number listed on the first pages of this solicitation.

E.4. PROPOSAL FORMAT AND ORGANIZATION

Chapter 1 – Bidder's Summary

E.4.1. Executive Summary - Provide a general overview of the Bidder's organization and general approach to the RFP, important features of the technical solicitation, Bidder qualifications, past performance, and project management. The Executive Summary is limited to one (1) full page. Bidders should also discuss plans to utilize partners or subcontractors in accomplishing the work under this RFP.

Chapter 2 – Technical Response

E.4.2. Section 1 – Implementation: Submit a plan of how the Bidder will implement the requirements of the RFP. This plan should include:

E.4.2.1. A schedule and timeline detailing implementation of operations and procedures described in Section C;

E.4.2.2. A readiness review before the project is anticipated to begin. Identify phases, milestones, and/or tasks along with the projected completion date for each.

E.4.2.3. Identify and discuss any obstacles to meeting the implementation timetable and any contingency planning the Bidder will utilize to mitigate the risk.

E.4.3. Section 2 – Operational Requirements – Discuss how the Bidder will operate the SDS FMS program detailed in this RFP.

E.4.4. Discuss the Bidder's current (within the previous 12-month period) working relationships with State or public programs managing SDS and how these relationships might benefit the OHCA. This discussion should include the total time (i.e. number of years) these relationships have been in existence.

E.4.5. Describe Bidder's established claims processing system including:

E.4.5.1. Individual Member/Employer claims submission;

E.4.5.2. Correction and resubmission of denied claims;

E.4.5.3. Reimbursement of overpayments;
E.4.5.4. Self-audit procedures; and
E.4.5.5. Describe the Bidder's established process for monitoring SDS funds and budgets. Specifically address how this process allows for individual tracking of Member/Employer's funding allocations and disbursements.

Chapter 3 – Corporate Stability

E.4.6. History from date established to present;
E.4.7. Type of organization (i.e. non-profit, for profit, government, private, etc.);
E.4.8. Current (within the previous 24-month period) financial status, credit rating and any pending judgments or litigation, or other real or potential financial reversals which might materially affect the viability or stability of Bidder during the contract period;
E.4.9. Explain how the Bidder's corporate stability and resources will enable it to implement and manage a project of this size and scope;
E.4.10. Discuss if the Bidder has had any contract action taken against it on any professional service contract in the past 5 years? This includes any opportunity to correct a breach or performance issue, implementation of corrective action plans, invoking of contract penalties, allegations of breach, or any other contract action. Discuss the issues surrounding this contract action, whether it has been concluded and if so, what the resolution was. If the action is not yet concluded, discuss the current status.

Chapter 4 – Bidder's Past Performance and References

E.4.11. Discuss three projects where the Bidder provided SDS FMS services under a Vendor F/EA model. For each referenced project, the Bidder shall provide the following:
E.4.11.1. a description of the work performed;
E.4.11.2. whether the Bidder was the prime Contractor or a subcontractor;
E.4.11.3. the time periods of the project;
E.4.11.4. total contract cost;
E.4.11.5. the number of Members served;
E.4.11.6. the total number and dollar amount for claims filed on behalf of Member/Employer for services detailed in their individualized C/SP;
E.4.11.7. the total dollar amount withheld from Worker/Employee paychecks and reported to the responsible Federal and/or State agencies; and
E.4.11.8. Specifically state how these three projects relate to the project detailed in this RFP.
E.4.12. Submit three (3) professional reference letters from the organizations with which the Bidder was contracted for the projects discussed in E.4.11. The letters should verify the nature and size of the project and discuss the Bidder's performance. The letter should also include the name and telephone number and/or email address of a person that OHCA may contact for additional information about the Bidder.

Contractor's Cost Proposal – Attachment A

E.4.13. Using Attachment A, submit a firm fixed all-inclusive price for the services detailed in this RFP expressed as per Member/Employer amount (i.e. $X per Member/Employer). The per Member/Employer amount will be used to calculate the monthly amount paid to the Contractor for the services detailed in this RFP (i.e. $X per Member/Employer multiplied by the # of Member/Employers enrolled during a specific month = the amount paid to the Contractor).
E.4.14. Bids shall remain firm for a minimum of 60 days from the solicitation closing date.

F. CHECKLIST

The following checklist is included to assist Bidders with ensuring all required documents are included in their RFP Response package.

☐ The Bidder shall submit one (1) original hard copy, four additional hard copies, one original copy with all information the Bidder considers proprietary or confidential redacted and one (1) electronic copy on CD of their response. All copies shall address each section of the solicitation separately and be labeled according to the numbering below. The electronic copy on CD shall contain one file in either Microsoft Word or Adobe PDF (portable document format) with all required forms, documents, and or responses contained within the one file.

RFP Response Package includes the following:

☐ Certification for Competitive Bid and/Contract (Non Collusion Certification) {DCS Form CP 004SA}

☐ Professional Services Contract Certification {DCS Form CP 021SA}

☐ Responding Bidder Information Page is completed

☐ Copy of Bidding Agencies' Worker's Compensation Certification is included or has provided exemption

☐ Proposal Response organized as shown in E.4. including Cost Proposal Attachment A

☐ If Amendments have been posted, a signed copy of the Amendment of Solicitation form for each Amendment

☐ Bidder must be registered with the Department of Central Services – Central Purchasing Division prior to award.

☐ Bidder is registered with the Oklahoma Secretary of State or has provided exemption, as applicable.

ATTACHMENT "A"

PRICING SCHEDULE BID SHEET

SDS FMS

Company Name:_____ Contact: _____

Address: _____ Telephone: _____

_____ Telephone Fax: _____

FEI#_____ e-mail: _____

Submit a firm fixed price for the services detailed in this RFP expressed as per Member/Employer amount (i.e. $X per Member/Employer). The per Member/Employer amount will be used to calculate the monthly amount paid to the Contractor for the services detailed in this RFP (i.e. $X per Member/Employer multiplied by the # of Member/Employers enrolled during a specific month = the amount paid to the Contractor).

Per Member/Employer Rate: $_____

Signature: _____ Date:_____

Title: _____

ATTACHMENT B

ELECTRONIC DATA EXCHANGE AGREEMENT

WITNESSETH:

Based upon the following recitals, the **Oklahoma Health Care Authority** (hereinafter referred to as "OHCA"), the **HP Enterprise Services, LLC**, F.E.I. #752548221, (hereinafter referred to as "HPES"), and the Contractor, _____, F.E.I.#_____, (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 authorizations, 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 HPES is the OHCA MMIS fiscal agent. While OHCA owns data in the MMIS, HPES operates the MMIS system in which the claims and eligibility data flow. Contractors provide the pipeline network for the transmission of electronic data; including the transport of MMIS data to and from HPES 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, HPES, and the Contractor in exchanging MMIS data for OHCA in its operation of the Oklahoma SoonerCare Program.

ARTICLE II. PARTIES

2.0 **HP ENTERPRISE SERVICES, LLC**
2401 N.W. 23rd Street, Suite 11
Oklahoma City, Oklahoma 73107

2.1 **OKLAHOMA HEALTH CARE AUTHORITY**
Oklahoma Health Care Authority
2401 N.W. 23rd Street, Suite A-1
Oklahoma City, Oklahoma 73107

2.2 CONTRACTOR
Name: _____

Address: _____

_____

E-Mail/Telephone Number: _____

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 Contractor 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) Provider refers to providers who render services under a SoonerCare health plan (i.e., Traditional, Choice, Insure Oklahoma, SoonerPlan, etc.).
(e) Network Address Translation (NAT) is used to provide One-to-One IP address translation where bi-directional communications need to be established.
(f) Port Address Translation (PAT) sometimes referred to as Hide NAT, may be used to translate Many-to-One IPs when uni-directional communications need to be established.

2.3 **CONTRACTOR SERVICE 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 of 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 of this Agreement.

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

ARTICLE III. GENERAL PROVISIONS

3.0 **TERM OF AGREEMENT**
The term of this Agreement shall begin on Date Executed and end on June 30, 2014.

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

3.2 **ASSIGNMENT**
Contractor shall not assign nor transfer any rights or obligations under this Agreement 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: HPES agrees to provide Contractor with computer telecommunication access to the MMIS system in order to obtain SoonerCare member and 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 SoonerCare transactions. Contractor agrees to transmit MMIS information, via its network, without alteration or retention during the normal operational hours of the system. 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 HPES daily scheduled maintenance periods from 0100 to 0500, nor on Saturdays from 2300-0500 MT/CST. HPES 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 HPES approval of all messages concerned with the transmission of 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, HPES prior to the changes becoming effective. Failure to comply with both provisions may result in immediate termination of this Agreement.

4.0.3 Connectivity:

A. Dedicated Secure Channel between customer's site and HPES must have a minimum line speed of 56 KBS on a dedicated, secure channel from the Contractor's data center to the HPES facility. Contractor is free to choose type of channel and ultimate speed above 56 KBS. Contractor's equipment must encrypt all data end-to-end, and maintain full compatibility with HPES equipment. The Contractor must coordinate with HPES on any equipment changes to ensure the changes will be compatible with the installed equipment at the HPES facility. Contractor is responsible for all costs including, but not limited to, installation, equipment, and line charges.

B. LAN-to-LAN - a VPN tunnel between customer's site and the HPES site will be established via an internet connection. Customer's device must be internet facing, and meet at least the minimum HPES encryption standards. Customer IP addressing may be publicly registered IPs or private. If utilizing private IP addressing, the range must not conflict with any other HPES customer ranges, or the customer must NAT/PAT as necessary to present usable IPs to HPES.

4.0.4 Protocol Standards: The parties agree that all connections to and from HPES and Contractor will be TCP/IP protocol unless specifically agreed to in writing by the parties. HPES will disconnect all lines not meeting this standard.

4.0.5 Data Access: Contractor must access the MMIS system to verify eligibility of SoonerCare members to ensure the most current and accurate information is given to SoonerCare providers who are requesting eligibility data.

4.0.6 Reporting: HPES will define the detailed record format, file structure, and media and provide to Contractor. Contractor agrees to provide performance reports for its network, and its connection to the MMIS as directed by HPES. All reports will contain Oklahoma specified data, including network response times.

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

(a) Healthcare 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; and, 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; and, each corresponding response transaction shall count and report atomic transactions at the benefit information level at the rate specified in subsection 4.0.7 above.

(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; and, 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 HPES agrees to track and invoice Contractor on a monthly basis for all data entering and returning from the MMIS. Contractor's failure to pay HPES within forty-five (45) days may constitute cause for immediate termination of the Agreement.

4.0.9 HPES shall receive twenty percent (20%) of all collections for overhead and administration expenses; and, the remaining eighty percent (80%) will be issued to OHCA, via a credit on the next months operation invoice, upon remittance from Contractor. HPES shall submit documentation with each monthly operation 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 accredited standards of the American National Standards Institute (ANSI), 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 all billing information as directed by the SoonerCare provider to HPES; and, will not modify the billing information in any way, except with the express written consent of the SoonerCare provider. If Contractor is functioning as a Clearinghouse Service Contractor, the Contractor attests that the transactions sent to HPES do not alter the data stated in the original claim.

4.1.3 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 contractors 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 SoonerCare beneficiaries.

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 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 MMIS system. Contractor agrees to submit test transactions to HPES prior to the submission of any transactions to the MMIS production system, to determine that the transactions and responses comply with all requirements and specifications approved by the State of Oklahoma. The parties agree that HPES and OHCA 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. Furthermore, Contractor agrees to submit only those individual transaction types that HPES has previously approved. Contractor agrees that prior to the submission of any additional transaction types to the MMIS production system, or as a result of making changes to an existing transaction type or system, to submit test transactions to HPES. Additionally, Contractor shall release MMIS transmitted data only to authorized parties who have signed contracts with the Contractor. Successful testing means the ability to pass all HIPAA compliance standards, and to process electronic healthcare information transmitted by Contractor to HPES.

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 used and the timetable that all payors and submitters must meet in implementing system 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 these provisions 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 HPES. 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 HPES 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 HPES. 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 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) The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. 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, Title 51 Okla.Stat. Section 151 et seq. The parties intend that this Agreement fully comply with Oklahoma Attorney General Opinion No. 06-11. This provision shall survive termination or expiration of this Agreement.

(b) Contractor shall be responsible for, and agrees to reimburse HPES for any liquidated damages, actual damages or charges assessed, incurred or required to be paid by HPES 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, HPES shall have the right to discontinue Contractors' access to the 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) HPES 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 HPES include, nor will HPES 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 HPES, or acquired by Contractor in performance of this Agreement. Recognizing all such information as privileged communications is owned by the State of Oklahoma; which shall be held confidential and not disclosed or divulged without the written consent of HPES, 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 members 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 CFR 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 members 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 that 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 HPES 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 report any such breach may constitute immediate termination of the Agreement.

5.4 Contractor and HPES 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, these criminal statutes makes it a crime to willfully, and without authorization, gain access to, alter, modify, disrupt, or threaten a computer system.

5.5 Contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OHCA of such breach pursuant to the terms of 45 CFR §164.410 and cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall provide such notification to OHCA without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the elements required in 45 CFR §164.410.

5.6 Contractor shall report to the OHCA any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Contractor shall report to OHCA any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

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 seven years from the date of service. The Contractor shall not destroy nor dispose of records, which are under audit, review or investigation when the seven-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 Okla. Stat. § 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 CFR § 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 Okla. Stat. § 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 over the term of this Agreement laws may change. Specifically, the parties acknowledge and expect (i) federal Medicaid statutes and regulations, (ii) state Medicaid statutes and rules, (iii) state statutes and rules governing practice of health care professions, and (iv) any other laws cited in this contract may change. The parties shall be mutually bound by such changes.

7.1 As applicable, CONTRACTOR shall comply with and certifies compliance with:

a) Age Discrimination in Employment Act, 29 USC § 621 et seq.;
b) Rehabilitation Act, 29 USC § 701 et seq.;
c) Drug-Free Workplace Act, 41 USC § 701 et seq.;
d) Title XIX of the Social Security Act), 42 USC § 1396 et seq.;
e) Civil Rights Act, 42 USC §§ 2000d et seq. and 2000e et seq.;
f) Age Discrimination Act, 42 USC § 6101 et seq.;
g) Americans with Disabilities Act, 42 USC § 12101 et seq.;
h) Oklahoma Worker's Compensation Act, 85 Okla. Stat. § 1 et seq.;
i) 31 USC § 1352 and 45 CFR § 93.100 et seq., which (1) prohibit the 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;
j) Presidential Executive Orders 11141, 11246 and 11375 at 5 USC § 3501 and as supplemented in Department of Labor regulations 41 CFR §§ 741.1-741.84, 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;
k) The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR Part 160 et seq. that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of (HIPAA), Public Law 104-191, 110 Stat. 1936, and HIPAA regulations at 45 CFR § 160.101 et seq.;
l) Vietnam Era Veterans' Readjustment Assistance Act, Public Law 93-508, 88 Stat. 1578;
m) Protective Services for Vulnerable Adults Act, 43A Okla. Stat. § 10-101 et seq.;
n) Debarment, Suspension and other Responsibility Matters, 45 CFR §§76.105 and 76.110;
o) With regard to equipment (as defined by 2 CFR 225) purchased with monies received from OHCA pursuant to this Agreement, 74 Okla. Stat. §§ 85.44(B) and (C), 45 CFR §74.34, 42 CFR 447.20 and 447.21;
p) Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801;
q) Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 Okla. Stat. §1313 and participates in the Status Verification System. The Status Verification System is defined at 25 Okla. Stat. §1312 and includes but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

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 or product is provided.

7.4 The venue for legal actions arising from this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma

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 HPES to Contractor in the event of a breach of confidentiality, security violation of HIPAA, or other Federal or State regulations and laws. OHCA must prior approve any termination notification issued by HPES 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 will be terminated immediately by OHCA.

ARTICLE IX. AGREEMENT EXECUTION

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

9.1 Signatures:

CONTRACTOR

_____
Print Name

_____
Title

_____
Date

SOONERCARE PROVIDER OR FISCAL AGENT
DISCLOSURE OF OWNERSHIP AND CONTROL 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 meet federal requirements for the screening of entities wishing to participate in the Medicaid program. Accurate completion of this form is a requirement of receiving or renewing a SoonerCare provider agreement and receiving reimbursement from any SoonerCare program.

GENERAL INSTRUCTIONS

Please answer all questions as of the current date. If additional space is needed, please attach additional sheets and reference the item number that you're continuing on another sheet.

Please read the definitions in each section carefully to ensure correct completion of this form. More detailed information can be found in the Code of Federal Regulations, Title 42, Subpart B – Disclosure of Information by Providers and Fiscal Agents, Sections 455.100 through 455.106.

Throughout this document, **"Entity"** means the organization, institution, business, or agency that is requesting a SoonerCare provider agreement in the application of which this Disclosure is a part. The **"Entity"** may also be a fiscal agent or managed care organization.

Government-Owned Entities: If the Entity is owned by a unit of government, for example, a state agency or university or college, county health department, or public school, only Part 1 of this disclosure must be completed.

All other entities, non-profit or for-profit, must complete all parts of this form.

SOCIAL SECURITY NUMBERS

OHCA understands that individuals and entities may have concerns about supplying Social Security numbers (SSNs). Collection of SSNs is required by federal regulations as a critical part of the Medicaid provider screening process to prevent fraud and misuse of taxpayer funds. SSNs are handled by a limited number of enrollment staff who are trained to keep the information confidential. Our treatment of SSNs is akin to our treatment of member and provider identification numbers which are not disclosed to the public. OHCA's computer system is highly secure and meets HIPAA requirements for the handling of personal health information. OHCA conducts regular security tests and audits of the system. In addition, only a limited number of OHCA staff can view SSNs in the system.

Failure to submit Social Security numbers means that OHCA must decline to contract with the Entity and/or terminate existing contracts.

PART 1: ENTITY INFORMATION

(a) Name of Entity: _____

(b) DBA Name if any:

_____

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

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

☐ For-Profit Corporation ☐ Non-Profit Corporation ☐ Partnership ☐ Government Owned ☐ LLC

PART 2: PERSONS WITH AN OWNERSHIP OR CONTROL INTEREST

"**Person with an ownership or control interest**" means a person or corporation that:

(a) Owns 5% or more of the Entity
(b) Indirectly owns 5% of more of the Entity (for example, a person who owns 10% of a corporation that owns 50% of the Entity)
(c) Has a combination of direct and indirect ownership interests totaling 5% or more in the Entity
(d) Owns an interest of 5% or more in any mortgage, deed of trust, note, or other obligation secured by the Entity if that interest equals at least 5 % of the value of the property or assets of the Entity
(e) If the Entity is organized as a corporation, is an officer or director of that corporation
(f) If the Entity is organized as a partnership, is a general or limited partner in the Entity.

If this Entity has corporate owners, be sure to list the owning corporation below, as well as any individuals whose ownership in the owning corporation would give them an indirect ownership in the Entity of more than 5%. (For example, if the Entity is "Good Hospital" and it's 50% owned by "Great Corporation", list "Great Corporation" in Part 2, and also list any individual or corporation that owns 10% or more of "Great Corporation" because that person would have a 5% or greater indirect ownership of Good Hospital.

If you list any corporations below, you must include as applicable: the primary business address; the address of every business location and any P.O. Box addresses.

If you need more information about direct and indirect ownership or calculating percentage interests, please see the Code of Federal Regulations site above.

You must list ALL direct and indirect owners that meet the 5% test in in (a),(b), (c) or (d) above.

You must list ALL corporate officers and directors and all general and limited partners regardless of whether they meet the 5% test.

Attach additional sheets of paper as necessary and note on the sheet that it's a continuation of Part 2.

PERSONS WITH AN OWNERSHIP OR CONTROL INTEREST, INCLUDING ALL GENERAL AND LIMITED PARTNERS, AND ALL CORPORATE OFFICERS AND DIRECTORS

Name	Address	SSN/TIN	Date of Birth	Type of Interest (a-f above)

PART 3: OWNER/CONTROL RELATIONSHIPS

List those persons named in Part 2 that are related to each other (spouse, parent, child, or sibling). You only have to list each relationship pair once. For example, if you've listed John Smith and Mary Smith as owners, just list John Smith related to Mary Smith as husband. You don't need to also list Mary Smith related to John Smith as wife.

Name	Related to:	Relationship

PART 4: SUBCONTRACTORS

"**Subcontractor**" means an individual, agency, or organization to which the Entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients;

For fiscal agents only: A "subcontractor" also means 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.

If the Entity has a 5% or more interest in any Subcontractor, list the information below for each Person with an ownership or controlling interest" (see definition in Part 2) in the Subcontractor

Name	Address	SSN/TIN	Date of Birth	Type of Interest

	(a-f above)

PART 5: SUBCONTRACTOR RELATIONSHIPS

List any persons named in Part 2 that is related to a person listed in Part 4 as spouse, parent, child or sibling. You only have to list each relationship pair once. For example, if you've listed John Smith in Part 2 and Mary Smith in Part 4, just list John Smith related to Mary Smith as husband. You don't need to also list Mary Smith related to John Smith as wife.

Name	Related to:	Relationship

PART 6: OTHER DISCLOSING ENTITIES

"**Other Disclosing Entity**" means:

(a) an organization, agency or business that is a Medicaid provider or a Medicaid fiscal agent, OR
(b) any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare, OR
(c) any Medicare intermediary or carrier, OR
(d) any other entity (other than an individual practitioner or group or 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 Social Security Act.

List the information below for any person listed in Part 2 who is also a "Person With an Ownership or Control Interest" (as defined in Part 2) for any Other Disclosing Entity.

Person or Corp. Name (from Part 2)	Other Disclosing Entity Name and Address

PART 7: MANAGING EMPLOYEES

"**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 the Entity.

List the information below for all Managing Employees of the Entity.

Name	Address	SSN/TIN	Date of Birth

PART 8: CRIMINAL CONVICTIONS

"**Agent**" means any person who has been delegated the authority to obligate or act on behalf of the Entity.

List the information below for anyone who 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 the program AND is listed in Parts 2 or 7 or is an Agent of the Entity.

Name	Address	SSN/TIN	Date of Birth