

ADMINISTRATION OF HOME AND COMMUNITY BASED SERVICES
RFP (REQUEST FOR PROPOSAL)

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A. SOLICITATION SPECIFICATIONS

A.1 AGENCY AND PROGRAM OVERVIEW

A.1.1 The Oklahoma Health Care Authority (OHCA) is the state agency that administers the Oklahoma Medicaid Program, known as SoonerCare. SoonerCare is a federal and state program that provides funding for medical benefits to individuals who have inadequate or no health insurance coverage. Medicaid guarantees coverage for basic health and long-term care services based upon income and/or resources. Created as Title XIX of the Social Security Act in 1965, Medicaid is administered at the federal level by the Centers for Medicare and Medicaid Services (CMS) within the Department of Health and Human Services (HHS).

A.1.2 The OHCA is issuing this Request for Proposal (RFP) for the provision of administrative services for the Home and Community Based Services (HCBS) provided to its Members who are enrolled in the various programs operated by the OHCA.

A.1.3. The schedule of activities for this bid process is listed below. All dates are estimated and are subject to change.

Bid Released to Vendors	December 15, 2011
Last Date to Submit Questions	January 10, 2012
Answers to Questions Posted on Website	January 18, 2012
Bids Due to OHCA	January 26, 2012 at 3:00PM CT
Contact Award	February 12, 2012
Start Up/Planning for Implementation	March 1, 2012
Implementation/Contractor Begins Providing Services	May 1, 2012

A.1.4 DEFINITIONS

A.1.4.1 Administrative Costs – For the purposes of this RFP an administrative cost is any cost which is associated with the functioning of the Contractor’s organization. Administrative costs include but are not limited to the following:

- A.1.4.1.1** salaries,
- A.1.4.1.2** fringe benefits,
- A.1.4.1.3** travel,
- A.1.4.1.4** postage,
- A.1.4.1.5** copying,
- A.1.4.1.6** telephone service,
- A.1.4.1.7** long distance,
- A.1.4.1.8** utilities,

- A.1.4.1.9** equipment purchases and/or maintenance including extended warranties or maintenance agreements,
- A.1.4.2** Critical Incident – An unanticipated occurrence which has the potential to significantly impact the Member’s health and welfare.
- A.1.4.3** HCBS - Home and Community Based Services – Services provided to individuals which allow the individuals to remain in their own home or live in a community setting.
- A.1.4.4** Member – An individual who is enrolled in one of the Programs
- A.1.4.5** Programs – The four programs administered under this Contract, including:
 - Living Choice – The Oklahoma Living Choice Project promotes community living for people of all ages who have disabilities or long-term illnesses. The project gives Oklahomans more options for managing their health care needs and adding more balance to the state’s long-term care system. More information may be found at the following website: www.oklivingchoice.com.
 - My Life, My Choice – This waiver program is for those adults with physical disabilities who transitioned to the community under the Living Choice program. More information may be found at the following website: [My Life My Choice Waiver](#).
 - Sooner Seniors – Adults 65 and older who transitioned to community-based services in the Living Choice program are eligible for the Sooner Seniors waiver program. More information may be found at the following website: [Sooner Seniors Waiver](#).
 - Medically Fragile – This program provides services in the home for qualifying individuals who meet hospital or skilled nursing facility level of care. More information may be found at the following website: [Medically Fragile](#).
- A.1.4.6** Program Costs – For the purposes of this RFP, these are the costs paid by the OHCA for the HCBS provided to the Members participating in one of the Programs.
- A.1.4.7** TC/CM – Transition Coordinator/Case Manager – an individual that provides transition services to Living Choice members or case management services to waiver members. These individuals are employed by Transition Coordination/Case Management agencies.

A.2 SCOPE OF WORK

Contractor shall:

Administer the Programs in accordance with OHCA and CMS (Center for Medicare and Medicaid Services) program policy and administrative standards.

A.2.1 Member Eligibility Recommendation

- A.2.1.1** Obtain and review all necessary information related to a member’s eligibility for waiver/demonstration program services.
- A.2.1.2** Make a recommendation to OHCA on whether or not a member is eligible and for what services; the Contractor shall evaluate the potential member’s eligibility for a particular program, but also consider whether the member is eligible for another one of the Programs.
- A.2.1.3** Process eligibility requests for each of the Programs as shown below:
 - For Living Choice:*
 - A.2.1.3.1** Verify the member’s eligibility for SoonerCare using the Eligibility Verification System (EVS).

A.2.1.3.2 Verify that the length of the member's stay in a long term care facility is 90 days or greater. A minimum of one day must have been paid by SoonerCare.

A.2.1.3.3 If the Member is found to be ineligible by the OHCA, report this determination to the TC/CM Agency.

For My Life; My Choice and Sooner Seniors

A.2.1.3.4 Review the UCAT (Uniform Comprehensive Assessment Tool) provided by the TC/CM and submit to the OHCA a recommendation regarding Member's level of care;

A.2.1.3.5 If Member is found to be ineligible by the OHCA report this determination to the TC/CM Agency.

For Medically Fragile:

A.2.1.3.5 Review the UCAT (Uniform Comprehensive Assessment Tool) provided by the TC/CM and submit to the OHCA a recommendation regarding Member's level of care;

A.2.1.3.6 If Member is found to be ineligible by the OHCA report this determination to the TC/CM Agency.

A.2.2 Enrollment and Case Record

A.2.2.1 After receipt of OHCA's approval of the Member's eligibility, establish the electronic case record within two business days in the OHCA's Atlantes system. Verify presence of all required documents and forward information to the TC/CM Agency chosen by the Member. The verification and forwarding of information only applies to the Living Choice and Medically Fragile Programs.

A.2.2.2 Attach and document in the Atlantes' record at a minimum the following items. This is only a partial list of the items that must be included in the Atlantes' record:

A.2.2.2.1 Freedom of Choice form;

A.2.2.2.2 Medicaid Due Process Rights and Fair Hearing form;

A.2.2.2.3 Service plan and addenda;

A.2.2.2.4 Supporting documentation and assessments as applicable;

A.2.2.3 Maintain and update Member demographics and program status in Atlantes including program withdrawal and/or event changes within two business days of notification from either the TC/CM or Agencies;

A.2.2.4 Process enrollment change notifications to the Medicaid Management Information System to include initial program enrollments, disenrollments and re-enrollments as appropriate; and

A.2.2.5 Ensure that each of the Programs remains within its established enrollment cap levels, this may include managing a waiting list for the various Waivers.

A.2.3 Service Plans and Authorization

A.2.3.1 Review and authorize Program services within 10 business days of an authorization request;

A.2.3.2 Make changes to service plans as necessary after initial review or as Members' circumstances change as recommended by TC/CM on the Program specific addendum form;

A.2.3.3 Enter all service plan authorizations and modifications into Atlantes and MMIS (Medicaid Management Information System) in the appropriate format via manual data entry or electronic file transfer

A.2.3.4 Conduct in-depth clinical review of all Member service plans where the health and welfare indicators warrant further action. At a minimum the

individual (s) conducting the clinical review must possess a current valid State of Oklahoma license as a registered nurse (RN) or license practical nurse (LPN);

- A.2.3.5 Evaluate and resolve individual prior authorization failures as indicated by prior authorization transmission summary reports;
- A.2.3.6 Implement the utilization management program outlined by OHCA to ensure that services are authorized in accordance with program limits approved by CMS;
- A.2.3.7 Ensure individual Member services remain within the approved expenditure levels.

A.2.4 Provider Certification and Audit

A.2.4.1 Screen, evaluate, and certify new providers for each of the Programs according to program requirements. Certification includes financial, administrative, and programmatic analysis. A provider directory for each Program may be found by accessing the following links;

For Living Choice:

http://www.okhca.org/living_choice.aspx?id=12688

For My Life; My Choice

<http://www.okhca.org/individuals.aspx?id=12218>

Sooner Seniors

<http://www.okhca.org/individuals.aspx?id=12221>

For Medically Fragile:

<http://www.okhca.org/individuals.aspx?id=12065>

- A.2.4.2 Recertify providers at contract expiration approximately every four years;
- A.2.4.3 Complete provider certifications or recertification within 30 days of receipt of the provider's application;
- A.2.4.4 Issue certified and recertified providers the appropriate certification document and instruct and assist providers to enroll with OHCA using the Electronic Provider Enrollment system;
- A.2.4.5 As requested by OHCA, audit Program providers using an OHCA-approved audit tool and/or site visits;
- A.2.4.6 The Contractor will audit 100% of the case management and/or home care Providers who rendered services to the enrolled Members in all of the OHCA Programs referenced in this RFP on an annual basis.

A.2.5 Provider Agency and TC/CM Training

- A.2.5.1 Regularly update and revise the existing training program for TC/CM agencies and individuals; major program revisions require OHCA approval;
- A.2.5.2 Maintain, update (a minimum of quarterly), and distribute the existing Transition Coordination Manual to all TC/CM agencies;
- A.2.5.3 Train TC/CM individuals within 30 days of a request for training from one of the TC/CM agencies.

A.2.6 General Requirements for Provider Relations/Technical Assistance and the Member Call Center

- A.2.6.1 Operate the call center from Monday through Friday from 8:30 AM to 5:00 PM except on State of Oklahoma holidays. The call-center number is currently 1-888-287-2443. The call-center must be physically located within the United States. Adhere to the CMS-approved waivers and operational protocols for each of the Programs;
- A.2.6.2 Forward this toll-free number to OHCA's SoonerCare Call Center contractor outside these hours;

- A.2.6.3** Ensure that agents on both inbound and outbound calls identify themselves as “Oklahoma Health Care Authority Living Choice and Waiver Programs”;
 - A.2.6.4** Transfer more complex calls to appropriate OHCA staff as necessary;
 - A.2.6.5** Briefly summarize the content and resolution of inbound and outbound calls in the MMIS Call Tracking subsystem in a form that another person can readily understand; See Bidder’s Library for examples of acceptable and unacceptable summaries and abbreviations;
 - A.2.6.6** Provide a level of service to non-English speaking (including deaf and/or hard of hearing) and visually impaired callers comparable to other callers. This may be accomplished by utilizing on-site translators or a telephonic translation service.
- A.2.7 Telecommunications Requirements for Provider Relations/Technical Assistance and the Member Call Center**
- A.2.7.1** Levy no charge to the caller for calls made to the Provider Relations/Technical Assistance and the Member Call Center toll-free number from anywhere in the United States of America. The Provider Relations/Technical Assistance and the Member Call Center must be separate and distinct from any and all other lines answered for other business customers of the successful Contractor. The right to use the 1-888 Provider Relations/Technical Assistance and Member Call Center number, as well as the sequential combination of numbers that make up the 1-888 number, shall remain the property of OHCA;
 - A.2.7.2** Accept voice and data transmission from OHCA and its fiscal agent, HPES (Hewlett-Packard Enterprise Services), compatible with the 24-channel voice and 24-channel data lines currently in existence;
 - A.2.7.3** Connect to OHCA’s Avaya Media Gateway switch housed at the fiscal agent location, 2401 N. W. 23rd Street in Oklahoma City (the “D-mark”); all inbound and outbound calls shall go through this switch unless approval is received in advance from OHCA to bypass the switch for certain calls;
 - A.2.7.4** Connect its agents to the switch using Avaya IP Agent for Computer Telephony Integration (CTI), with one (1) license per agent provided by OHCA. OHCA will also supply the Contractor with one (1) license of the Centre Vu Supervisor module to monitor agents and pull historical reports on agent and unit performance;
 - A.2.7.5** Route voice communication along with caller data returned from OHCA’s Medicaid Management Information System (MMIS) to agent workstations, making that data available for integration with MMIS applications; agents will logon to the OKMMIS to access the required data; OHCA will issue one MMIS logon per agent. Agents will use OHCA’s CTI application and other necessary software to log into assigned call units, navigate between appropriate work status states, transfer and conference calls. When the Contractor agent accepts a call, the caller information will be displayed enabling the agent to know which client or provider is calling and to review notes from the caller's previous inquiries, allowing the agent to quickly address the caller's needs;

- A.2.7.6** Make voice connections via a dedicated T1 line and transmit data over a separate dedicated T1 line between OHCA’s fiscal agent and Contractor; one voice and one data line is required for each 24 agents; (Example: 30 agents will require two voice T1 lines and two data T1 lines.)
- A.2.7.7** Maintain all systems from the T1 (any data circuit that runs at the original 1.544 Mbit/s line rate) “D-mark” into its LAN and PBX (private branch exchange); T1 lines will be maintained by OHCA;
- A.2.7.8** Supply all hardware and systems for agents and supervisors, including desktop computers capable of running Microsoft Windows XP, the MMIS Requirements detailed on the following page, and Avaya Centre Vu, which requires a Pentium-class 233 MHz processor with 64 MB of RAM
- A.2.7.9** Maintain computer operating system and applications within one version of the current OHCA versions for the life of the contract;
- A.2.7.10** Maintain a local file server and Local Area Network (LAN) capable of pushing software applications to its agents and supervisors. The Contractor PBX should have data reporting capabilities;
- A.2.7.11** Supply telephonic equipment including VoIP phone sets and headsets for agents with connectivity to and compatibility with the Avaya model 1616 phone system phone equipment at OHCA.
- A.2.7.12** Schedule no down time during required operating hours
- A.2.8 MMIS Requirement for Provider Relations/Technical Assistance and the Member Call Center**
 - A.2.8.1** Provide encrypted e-mail communication when Protected Health Information (PHI) is transmitted to OHCA;
 - A.2.8.2** Provide its own hardware, software, and information technology support services necessary to meet the infrastructure requirements for accessing the MMIS production environment, other MMIS applications, and/or the MMIS test environment as detailed below:
 - A.2.8.3** Connection Options – Use one of the following:
 - A.2.8.3.1** Leased line from Contractor to OHCA’s fiscal agent with an Ethernet or Fast Ethernet handoff; or
 - A.2.8.3.2** VPN (virtual private network) connection across the internet to OHCA’s fiscal agent with high speed internet access and as well as a device capable of establishing a VPN tunnel with OHCA’s fiscal agent’s hardware.
 - A.2.8.3.3** Internet Browser compatible with OHCA version (currently utilizing Internet Explorer Version 7.0 or above).
 - A.2.8.4** Transmission – Encrypt all connections with OHCA’s fiscal agent utilizing all of the following minimum standards:
 - A.2.8.4.1** 3-DES (data encryption standard) encryption;
 - A.2.8.4.2** Group 2 Diffie-Hellman;
 - A.2.8.4.3** MD5 (message-digest algorithm 5) Hash; and
 - A.2.8.4.3** ESP (encapsulated security payload) Protocol
 - A.2.8.5** Authentication – Establish a one-way Microsoft Active Directory trust with OHCA’s fiscal agent in which the fiscal agent will trust the Contractor with one of the following to ensure the Domain controllers and DNS (domain name system) servers on both networks communicate properly:
 - A.2.8.5.1** Either servers with publicly registered IP (internet protocol) addresses or
 - A.2.8.5.2** Servers with private IP addresses which require the following:

A.2.8.5.2.1 Static NAT (network address translation) for each Domain Controller and DNS server (IP range to be assigned by OHCA's fiscal agent);

A.2.8.5.2.2 A manually configured DNS Zone with all DNS servers and Domain controllers only on the Contractor's network. This zone shall be manually set to reflect the Static NAT addresses of each of the servers.

A.2.8.6 Once an acceptable DNS Zone is established for the trust, OHCA's fiscal agent and the Contractor shall exchange DNS records. Contractor shall update and exchange DNS records if additional Domain Controllers are added to the Contractor's network.

A.2.8.7 Submit requests for employee passwords for the MMIS as needed;

A.2.8.8 Train appropriate staff to use the MMIS as needed;

A.2.8.9 Notify OHCA when an issued password is no longer needed due to termination of employment or change in duties within five (5) business days;

A.2.8.10 Ensure that its employees are informed of importance of system security and confidentiality including HIPAA; Contractor may use OHCA's online HIPAA training for its employees if desired;

A.2.8.11 Document and notify OHCA of system problems to include type of problem, action(s) taken by Contractor to resolve problem and length of system down-time within eight (8) hours of problem identification.

A.2.9 Provider Relations and Technical Assistance

A.2.9.1 Assist contracted Program providers with claims review and resolution including initial eligibility and resolution outcomes;

A.2.9.2 Verify phone number, address, fax number, and e-mail address are correct when speaking to any Member and make changes as necessary or communicate changes to the responsible entity;

A.2.9.3 Provide technical assistance to Providers with questions about Program services, eligibility, certification requirements, billing procedures, or other Program-related issues within one business day of receiving a request. Also, provide telephone and email access to technical assistance to allow for real-time responses to Provider inquiries and to support the resolution of transition barriers;

A.2.9.4 Respond within one business day to Provider inquiries;

A.2.9.5 Assist providers with enrollment, renewal, and updates using OHCA's Electronic Provider Enrollment system.

A.2.10 Member Call Center

A.2.10.1 Provide information to Members regarding the various Programs;

A.2.10.2 Verify phone number, address, fax number, and e-mail address are correct when speaking to any Member and make changes as necessary or communicate changes to the responsible entity;

A.2.10.3 Process referrals from interested parties;

A.2.10.4 Document Member inquiries utilizing the Common Intake Form including determining if the Member has a legal guardian and/or Durable Power of Attorney;

A.2.10.5 Provide event-driven interventions to systematically monitor and track quality of Member satisfaction by investigating all inquiries made by or on behalf of the Member.

A.2.11 Quality Assurance

- A.2.11.1** Implement the existing Programs' Quality Improvement Strategy (see Bidder's Library for more information about this strategy)
- A.2.11.2** Identify the cause(s) of prior authorization failures; analyze and report opportunities for system modifications to improve authorization submission and evaluate whether claims are consistent with service plan authorization. Submit a monthly report to the OHCA including the number of failures and a summary of each incident;
- A.2.11.3** Capture and analyze encounter information to identify opportunities for system improvement and member outcomes;
- A.2.11.4** Produce performance measure data and monitoring reports in a manner, format, and schedule designated by OHCA.

A.2.12 Critical Incident Management System (CIMS)

- A.2.12.1** Provide a CIMS that allows for collection, investigation, and timely remediation of critical incidents and trending of the data for quality management recommendations and improvement;
- A.2.12.2** Verify that necessary follow-up is provided by both Providers and TC/CMs in order to ensure the safety of Members involved in the critical incident;
- A.2.12.3** Assist Providers in mitigating the risk of reoccurrence of critical incidents through a formal corrective action or quality improvement process.

A.2.13 Document Imaging System

- A.2.13.1** Provide a document imaging system that allows for the following at a minimum:
 - A.2.13.1.1 Maintained on a secure server;
 - A.2.13.1.2 Allows for receipt of electronic images;
 - A.2.13.1.3 Allows for the attachment of electronic images to the Member record in the OHCA's Atlantes system.
- A.2.13.2** Accessible to the OHCA on a 24/7 365 day schedule.

A.2.14 REPORTING REQUIREMENTS

Contractor will submit the following information to the OHCA on a monthly basis in an electronic format approved by the OHCA:

- A.2.14.1** Prior authorization failures;
- A.2.14.2** Systems improvements;
- A.2.14.3** Ideas to improve member outcomes;
- A.2.14.4** Number of critical incidents;
- A.2.14.5** Brief summary of how each critical incident was resolved;
- A.2.14.6** Providers involved in each critical incident and the corrective action plan developed;
- A.2.14.7** Analysis of each critical incident including recommendations on changes required to mitigate future critical incidents;
- A.2.14.8** Number of Member applications received and the number of working days from application receipt to eligibility recommendation;
- A.2.14.9** Number of Provider applications received sorted by Provider type and the number of working days from application receipt to acceptance or denial;
- A.2.14.10** Number of training requests received and the number of trainings performed. Include the number of working days between the request and the actual training;
- A.2.14.11** Number of Service plans processed;
- A.2.14.12** Number of Service plan addenda processed;
- A.2.14.13** Number of Provider telephonic inquires;

- A.2.14.14 Number of Member telephonic inquires; and
- A.2.14.15 Information requested by the OHCA for inclusion in reports submitted to CMS. The OHCA will give the Contractor as much notice as possible before requesting this type of information.

B. INSTRUCTIONS TO BIDDER

B.1 RFP Submission Requirements

- B.1.1** Submitted bids shall conform to these instructions, and shall be submitted with any other forms completed as required by the solicitation.
- B.1.2** Bids shall be submitted to the OHCA in a sealed container clearly showing the name of the Bidder and the solicitation number.
- B.1.3** The required forms included at the beginning of this solicitation must be completed and submitted with the Bidder's response by an authorized person with full knowledge and acceptance of all their provisions. This includes "Certification for Competitive Bid and/or Contract", "Responding Bidder Information", and "Professional Service Contract Certification".
- B.1.4** All bids shall be typed utilizing a type size no 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. Initialed and dated corrections in ink are acceptable.
- B.1.5** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable. These rules/regulations along with the terms & conditions, the required certifications, and any other attached documents are made part of this solicitation.
- B.1.6** The Bidder shall submit one (1) original paper copy, three additional paper copies, one original paper copy with all information the Bidder considers proprietary or confidential redacted (See E.6) 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.**
 - B.1.6.1** 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.**
 - B.1.6.2** 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.
 - B.1.6.3** 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.
 - B.1.6.4** 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.

B.1.7 OHCA reserves the right to withdraw or cancel this RFP at any time during the procurement process. Issuance of this RFP in no way obligates OHCA to award or issue a contract or to pay any costs incurred by any Bidder as a result of such a withdrawal.

B.2. QUESTIONS AND ANSWERS

B.2.1 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.

B.2.2 Bidders must submit questions no later than 3:00 PM CT on February 22, 2012.

B.2.3 Answers to the questions shall be posted as amendments to the RFP on the OHCA web site (<http://www.okhca.org>). Access the amendment documents by clicking “About Us” at the top of the page and then on “Procurement” in the column on the left side of the page.

B.3 CHANGES IN RFP PROVISIONS OR SPECIFICATIONS

B.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 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, 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 amendment(s) may be grounds for rejection.

B.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.

B.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.

B.3.4 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 in the Contract than the Proposal (See E.13 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.

B.3.5 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.

B.3.6 Clarification pertaining to the contents of this solicitation shall be directed in writing via e-mail to the Contracting Officer specified in the solicitation.

B.4 PROPOSAL FORMAT AND ORGANIZATION

Chapter 1 – Executive Summary

B.4.1. Executive Summary - Provide a general overview of the Bidder’s organization, history from date established to present, Bidder qualifications, past performance, and type of organization (i.e. non-profit, for profit, government, private, etc.). 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

B.4.2. Submit a plan of how the Bidder will implement the requirements of the RFP. This plan should include:

- B.4.2.1** A discussion of how the Bidder will provide each service detailed in A.2. with specific emphasis on the overall and day-to-day processes and number of staff to be utilized. The services detailed in A.2. include the following:
- Member Eligibility Recommendation;
 - Enrollment and Case Record;
 - Service Plans and Authorization;
 - Provider Certification and Audit;
 - Provider Agency and TC/CM Training;
 - General, Technical, and MMIS Requirements for the Provider Relations/Technical Assistance and the Member Call Center
 - Provider Relations and Technical Assistance;
 - Member Call Center;
 - Quality Assurance;
 - Critical Incident Management System (CIMS)
 - Document Imaging System; and
 - Reporting Requirements.

B.4.2.2. A schedule and timeline detailing how the Bidder will provide the HCBS Administration services by May 1, 2012; and

B.4.2.3. Include any obstacles and remedies the Bidder anticipates to implementation.

B.4.3. Provide a summary of how the Bidder will accomplish the General, Telecommunications and MMIS Requirements for the Provider Relations/Technical Assistance and Member Call Center as detailed in A.2.6., A.2.7., and A.2.8. Include the number of staff required, where the staff will be located, and the equipment the Bidder will provide.

B.4.4. Discuss the Bidder's current (within the previous 12-month period) working relationships with State or public programs administering HCBS 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.

Chapter 3 – Corporate Stability

B.4.5. 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;

B.4.6. Explain how the Bidder's corporate stability and resources will enable it to implement and manage a project of this size and scope;

Chapter 4 – Bidder's Past Performance and References

B.4.7. 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.

B.4.8. Discuss three projects where the Bidder provided HCBS Administrative Services. For each referenced project, the Bidder shall provide a description of the work performed, whether the Bidder was the prime Contractor or a subcontractor, the time periods of the project, and the total Administrative costs for these contracts along with the total number of Members served. Specifically state how these three projects related to the project detailed in this RFP.

B.4.9. Submit three (3) professional reference letters on company letterhead from the organizations with which the Bidder was contracted for the projects discussed in B.4.4.1. The letters should discuss the Bidder's performance and whether the organization would utilize the Bidder again for HCBS Administrative Services. Include the name and telephone number and/or email address of a person that OHCA may contact for additional information about the Bidder.

Chapter 5 - Contractor's Cost Proposal – Attachment A

B.4.10. Using Attachment A, submit a firm fixed all-inclusive price for the services detailed in this RFP expressed as per Member/per Month amount {PMPM (i.e. \$X per Member/per Month)}. The PMPM amount will be used to calculate the monthly amount paid to the Contractor for the services detailed in this RFP (i.e. \$X PMPM multiplied by the # of Members currently active in the Programs during a specific month = the amount paid to the Contractor).

B.4.11. Bids shall remain firm for a minimum of 60 days from the solicitation closing date.

C. 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.

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 B.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.

D. EVALUATION

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, Okla. Stat. §85, et seq.

E. RFP GENERAL TERMS AND CONDITIONS

E.1 AMENDMENTS OR MODIFICATIONS

E.1.1 This Contract contains all of the agreements of the parties and no verbal representations from either party that contradict the terms of this Contract are binding. Any modifications to this Contract must be in writing and signed by both parties.

E.1.2 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, and the Contractor. At all times, all parties shall adhere to the overall intent of the Contract.

E.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.

E.3 AWARD OF CONTRACT

E.3.1 The procuring agency may award the Contractor to more than one Supplier 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.

E.3.2 In order to receive payments from the State of Oklahoma, Bidder(s) 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. Bidders who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/w8ben.pdf). Failure to do so may delay contract award.

E.3.3 A competitively bid acquisition issued by agencies under the authority of Title 74 will require registration prior to award. Vendors will NOT be required to register to submit a response to a solicitation but if a vendor is the highest scoring candidate and desires to conduct business with the state, they will be required to register prior to being awarded a contract. Bidders may obtain additional information on the registration process by visiting the Department of Central Services – Central Purchasing website at the following address (http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html). There is an annual fee of \$25 (per product family) to register with the State for which Bidders will be automatically notified of bidding opportunities for the commodities for which they register.

E.4 AUDIT AND INSPECTION

E.4.1 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.

E.4.2 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 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) or any other pertinent State or Federal Agency 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.

E.4.3 Authorized representatives of GAO, OHCA, 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.

E.5 BID OPENING

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

E.6 BIDS SUBJECT TO PUBLIC DISCLOSURE

E.6.1 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 submit a copy of the bid with this information redacted. OHCA shall make the final decision as to whether the documentation or information is confidential.

E.6.2 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.

E.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

E.7.1 The prospective primary Bidder and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

E.7.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency;

E.7.1.2 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;

E.7.1.3 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 E.4.1.2 of this certification; and

E.7.1.4 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.

E.7.2 Where the prospective primary Bidder is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to its solicitation response.

E.8 CONTRACT INFORMATION

E.8.1 Contract Term - The Contract shall begin May 1, 2012 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 contract period and change orders to the original purchase order will be issued to the Contractor at the beginning of each following contract periods. The option to renew shall be at the sole discretion of the OHCA based on its needs and funding availability.

E.8.2 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.

E.9 CONFIDENTIALITY

- E.9.1** Contractor agrees that SoonerCare member information is confidential pursuant to 42 USC § 1396a(7), 42 CFR § 431:300-306, and 63 Okla. Stat. § 5018. Contractor shall not release the information governed by these requirements to any entity or person without proper authorization or OHCA's permission.
- E.9.2** 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.
- E.9.3** 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.
- E.9.4** 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.
- E.9.5** 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.
- E.9.6** Contractor agrees 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, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- E.9.7** 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.
- E.9.8** 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.

E.10 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.

E.11 CONTRACT ADMINISTRATION AND MANAGEMENT

E.11.1. 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.

E.11.2. 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. Contractor shall not change the designation of its PD without OHCA's prior written approval, which approval shall not be unreasonably delayed or withheld.

E.12 TURNOVER PLAN

E.12.1 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:

E.12.1.1 Proposed approach to turnover;

E.12.1.2 Identification of documentation and State-owned equipment and/or furnishings;

E.12.1.3 Identification of documentation in Contractor's possession that is critical to the operation of services;

E.12.1.4 Transfer of all data in a usable format to OHCA; and

E.12.1.5 Turnover tasks and schedule.

E.12.2 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.

E.12.3 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.

E.12.4 OHCA may request that the Contractor arrange for the removal of hardware and software or the transfer to OHCA leases of equipment and software, where applicable.

E.13 DISASTER RECOVERY PLAN

The Contractor shall have an adequate plan to provide an emergency back-up telecommunication system and a disaster recovery plan to maintain business functions. Bidder must submit the plan to OHCA for approval by March 15, 2012. The Contractor may include resources outside Oklahoma but within the United States as part of this plan.

E.14 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.

E.15 EMPLOYMENT RELATIONSHIP

This 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 Bidder'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 right or benefits accruing to State of Oklahoma employees.

E.16 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. 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.

E.17 INFORMATION TECHNOLOGY ACCESS CLAUSE

E.17.1 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.

E.17.2 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.

E.17.3 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.

E.18 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 Bidder 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.

E.19 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.

E.20 LAWS APPLICABLE

- E.20.1** 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.
- E.20.2** The Contractor shall comply and certifies compliance with the following:
- E.20.2.1** the Age Discrimination in Employment Act, 29 USC §621 et seq.;
 - E.20.2.2** the Rehabilitation Act, 29 USC §701 et seq.;
 - E.20.2.3** the Drug-Free Workplace Act, 41 USC §701 et seq.;
 - E.20.2.4** Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;
 - E.20.2.5** the Civil Rights Act, 42 USC §§2000d et seq. and §§2000e et seq.;
 - E.20.2.6** the Age Discrimination in Federally Assisted Programs, 42 USC §6101 et seq.;
 - E.20.2.7** Equal Opportunity for Individuals with Disabilities 42 USC §12101 et seq.;
 - E.20.2.8** the Oklahoma Worker's Compensation Act, 85 Okla. Stat. § 1 et seq.;
 - E.20.2.9** the Fair Labor Standards Act, 29 USC §201 et seq.;
 - E.20.2.10** the Equal Pay Act, Public Law 88-38, 77 Stat. 56;
 - E.20.2.11** the Vietnam Era Veterans Re-adjustment Act of 1974, 38 USC §4212;
 - E.20.2.12** 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;
 - E.20.2.13** 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;
 - E.20.2.14** 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
 - E.20.2.15** 74 Okla. Stat. §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;
 - E.20.2.16** 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;
 - E.20.2.17** Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801.
 - E.20.2.18** By submitting a bid for services, the Bidder certifies that it and any proposed subcontractors are in compliance with 25 Okla. Stat. §1313 and participate in the Status Verification System. The Status Verification System is defined in 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.
- E.20.3** The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.
- E.20.4** Any claims, disputes, or litigation relating to the solicitation or execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma regardless of where the work or services are performed.
- E.20.5** 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.
- E.20.6** 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.

E.21 LEGAL CONTRACT

E.21.1 Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

E.21.2 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 certifications, 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.

E.22 NON-APPROPRIATION

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 amount due for multiple year agreements. The OHCA's decision as to whether sufficient appropriations are available shall be accepted by the Bidder and shall be final and binding.

E.23 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.

E.24 PARTIES

OKLAHOMA HEALTH CARE AUTHORITY

E.24.1 OHCA is the single state agency designated by the Oklahoma Legislature through 63 Okla. Stat. §5009(B) to administer Oklahoma's Medicaid Program, known as SoonerCare.

E.24.2 OHCA has authority to enter into this Contract pursuant to 63 Okla. Stat. §5006(A) and 74 Okla. Stat. §85.1. OHCA's Chief Executive Officer has authority to execute this Contract on OHCA's behalf pursuant to 63 Okla. Stat. §5008(B).

CONTRACTOR

E.24.3 Contractor states that it has the experience and expertise to perform the services required under the Contract.

E.24.4 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.

E.25 PAYMENTS/REIMBURSEMENT

E.25.1 Pursuant to 74 Okla. Stat. §85.44(B), invoices will be paid in arrears after services have been provided. All payments shall be paid to the Contractor upon satisfactory performance of the duties in Section A of this RFP in accordance with the pricing submitted by the Bidder/Contractor on the Cost Proposal (Attachment A) submitted during the RFP process.

E.25.1.1 OHCA shall make a per member per month (PMPM) payment to the Contractor based on the number of unduplicated Members identified by OHCA as of the first calendar day of each month. The PMPM is payment in full for all costs {i.e. staff, benefits, supplies, equipment travel, utilities, rent, etc.} required to provide the services to the unduplicated Members and any other interested parties as detailed in this RFP.

E.25.1.2 Contractor shall reconcile its unduplicated Member data against the OHCA's unduplicated Member data. Notification of discrepancies must occur within five business days. The OHCA shall be the final authority regarding the number of unduplicated Members.

Example: On May 15, 2012, the OHCA notifies the Contractor that following reconciliation of the data for the month of April, there were 300 unduplicated Members. The Contractor submitted during the RFP process a PMPM rate of \$10.00. The total invoice submitted by the Contractor for the month of April would be equal to \$3,000.00 {300 Members X \$10.00 PMPM = \$3,000.00}.

E.25.2. 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.

E.25.3 The OHCA shall make all payments to the Contractor under this RFP against the not-to-exceed amount shown on the purchase order issued to the Contractor.

E.25.4 Renewal amounts may increase or decrease from the award amount of the initial contract period (May 1, 2012 – June 30, 2012). Final approval of renewal amounts will be at the sole discretion of the OHCA.

E.25.5 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 an invoice within that time, Contractor shall have right to interest upon the invoice amount consistent with 62 Okla. Stat. §34.71 and 62 Okla. Stat. §34.72.

E.25.6 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.

E.26 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) and 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.

E.27 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 if 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 580:16-7-32.

E.28 TERMINATION

E.28.1 Either party may terminate 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.

E.28.2 In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to the anticipated Contract expiration date, this Contract may be terminated immediately by OHCA.

ATTACHMENT "A"
PRICING SCHEDULE BID SHEET
ADMINISTRATION OF HOME AND COMMUNITY BASED SERVICES

Company Name: _____ Contact: _____

Address: _____ Telephone: _____

_____ Telephone Fax: _____

FEI# _____ e-mail: _____

OHCA shall make a per member per month (PMPM) payment to the Contractor based on the number of unduplicated enrolled members received by the Contractor from OHCA as of the first calendar day of each month. For example, if the Contractor has received 300 enrolled members from OHCA on May 1, 2012 the Contractor shall invoice OHCA for the month of May 2012 on or after May 31, 2012 for an amount equal to the PMPM rate submitted during the RFP process multiplied by 300 members. This is payment in full for all staff, benefits, supplies, and equipment required to provide the services detailed in this RFP.

Per Member/Per Month: \$ _____

Signature: _____ Date: _____

Title: _____