

Oklahoma Health Care Authority Solicitation Request

RETURN SEALED BIDS TO:

Oklahoma Health Care Authority
Contracts Development Unit
2401 N.W. 23rd Street, Suite 1-A
Oklahoma City, OK 73107-2423

RETURN ELECTRONICALLY SUBMITTED BIDS TO:

Senior Contracts Coordinator: Kimberely Helton

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E-Mail Address: kimberely.helton@okhca.org

Solicitation Number 8070000465

Issue Date May 8, 2012 Closing Date June 4, 2012 @ 3:00 p.m.

General Bidder Information

FEI/SSN _____ PeopleSoft Vendor Number (if known) _____

Bidder's Name _____

Bidder's Contact Information

Bidder's Physical Address _____

City _____ State _____ Zip Code (include 4 digit add on) _____

Bidder's Contact Person and Title _____

Phone Number & Area Code _____ FAX Number & Area Code _____

E-mail Address _____ Website Address _____

For all Solicitations

1. Worker's Compensation Insurance Coverage¹:

Bidder is required to provide with their solicitation response a certificate of insurance showing proof of compliance with the Worker's Compensation Act.

Yes Include a certificate of insurance with the solicitation response

No Attach a signed statement that provide specific details supporting the exemption you are claiming from the Compensation Act (Note: Pursuant to Oklahoma Attorney General Opinion #07-8, the exemption from 85 Okla. Stat. §2.6 only applies 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.)

For Solicitations with a Not-To-Exceed Amount Greater than \$25,000.00 Only

2. Registration with the Oklahoma Secretary of State:

Select the appropriate box below, for the Contractor's organization, in accordance with 74 Okla. Stat. §85.5 N.

Yes Filing Number: _____

No Prior to the contract award, the Contractor will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the Contractor is claiming { www.sos.state.ok.us or (405) 521-3911 }

¹ For frequently asked questions concerning Oklahoma Worker's Compensation Insurance, see <http://www.old.state.ok.us/faq/workerscomp.pdf>

OKLAHOMA HEALTH CARE AUTHORITY

REQUEST FOR PROPOSAL CUSTOMER RELATIONSHIP MANAGEMENT/CALL CENTER

OVERVIEW

The Oklahoma Health Care Authority (OHCA) is the single state agency that administers the Oklahoma Medicaid Program, known as SoonerCare. Medicaid 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.

OHCA is issuing this Request for Proposal (RFP) for the services of a vendor to develop and operate a Customer Relationship Management solution, including a call center, for its interactions with members or potential members in its health care benefit programs, contracted or potential health care providers, allied agencies and organizations, and other interested parties.

Current Call Centers

At the present time, OHCA contracts with two vendors, LifeCare and Hewlett-Packard Enterprise Systems (HPES), for separate member and provider call center services. These contracts include inbound and outbound calling and data entry into OHCA's Medicaid Management Information System (MMIS). They do not include the telephony platform (see below). HPES also operates an additional call center for Insure Oklahoma individual members. These contractor-operated call centers answer "first tier" calls and refer more complex and/or time-consuming calls to OHCA staff units. Second tier call centers at OHCA include Provider Enrollment, Provider Services, Medical Authorization Unit, Member Services, Online Enrollment (members) and Insure Oklahoma. OHCA's Insure Oklahoma also answers most calls related to the Insure Oklahoma Employer-Sponsored Insurance plan for employers and insurance agents. Call volumes and other metrics for all these are included in the RFP Library.

LifeCare operates an after-hours nurse advice line, but that service is not included in this solicitation. HPES operates an Internet and Electronic Data Interchange (EDI) Help Desk, but that service is not included in this solicitation and will continue to be operated by HPES even after this contract takes effect. The OHCA call tree selections include a separate selection for Internet and EDI problems so most of those calls should go directly to HPES. But the vendor awarded a contract under this solicitation may sometimes need to transfer calls related to Internet and EDI problems to HPES.

Telephony Platform

HPES operates a telephony platform for OHCA and its agents. OHCA anticipates that the CRM vendor will use this switch and telephony platform to facilitate reporting of metrics and transfer of calls and other inquiries to the OHCA and HPES call agents. More information about hardware and software requirements can be found in the RFP Library. However, vendors may propose an alternative approach if they believe that they can submit a competitive proposal that will meet OHCA goals and requirements.

MMIS Access and Data Entry

OHCA maintains data about providers and members in the MMIS. The MMIS includes a Call

Tracking module which logs summaries of incoming calls. OHCA anticipates that the CRM vendor will directly access the MMIS and use the Call Tracking module. Requirements related to this access are found in the RFP Library. However, vendors may propose an alternative approach if they believe that they can submit a competitive proposal that will meet OHCA goals and requirements. OHCA is able to provide electronic file transfer of MMIS data to the vendor if the vendor requests this.

Current website and email operations

OHCA’s primary website, at www.okhca.org, provides substantial information for providers, members, and others. This website also provides contact phone numbers, forms, and email addresses for specific items. The Insure Oklahoma website, www.insureoklahoma.org, provides similar information for this program only. These websites, operated by OHCA, do not currently provide interactive features or self-service applications. Member and provider portals are under development by HPES to provide real-time web access to MMIS and other data with the potential for self-service applications.

OHCA operates a secure website for providers which allows them to obtain member eligibility information (also available by telephone), submit billings, enroll or renew their contracts, and check the status of enrollments or claims. Two other web-based applications allow members to enroll online for Medicaid and Insure Oklahoma, receive an immediate response, and choose primary care providers.

OHCA has instant messaging available for its employees, but this feature is not currently available for anyone outside the agency to contact any contracted or OHCA staff.

TENTATIVE RFP SCHEDULE

All dates are estimates and subject to change. See the RFP Cover Page and any amendments for official due dates.

ACTIVITY	DATE
RFP available on OHCA website	May 8, 2012
RFP Library available on OHCA website	May 9, 2012
Pre-Proposal Education at 2:00 PM CDT	May 16, 2012
RFP Questions Due to OHCA by 5:00 PM CDT	May 18, 2012
Proposals Due to OHCA by 3:00 PM CDT	June 4, 2012
Interviews at OHCA for Selected Bidder(s)	June 12-13, 2012
Clarification Meetings Begin with Selected Bidder(s)	June 18, 2012
Pre-Award Document Submitted to OHCA	July 13, 2012
Award of Contract	July 17, 2012
Some operations may begin as soon as	October 1, 2012
Inbound call center must be operational by	January 1, 2013

SECTION A: SCOPE OF WORK AND REQUIREMENTS

A.1 DEFINITIONS –

1. **CSR** means Call Service Representative. Level 1 and Level 2 CSR responsibilities are discussed in the RFP Library.
2. **Member** means a person receiving health care benefits from a SoonerCare program.
3. **Online Enrollment** is OHCA’s web-based online application and eligibility determination system.
4. **Per Member Per Month (PMPM)** means the amount of money paid to the Contractor on a monthly basis in arrears to perform the work in under this RFP for each member included in the Contractor’s program whether or not those members use the Contractor’s service during that month.
5. **Provider** means an individual or entity contracted with OHCA to provide health care services to enrolled members.

A.2 SCOPE OF WORK

OHCA is seeking a Contractor to operate a CRM solution including an inbound call center. OHCA’s objectives for the CRM include:

- Offering immediate, accurate, and user-friendly information to all customers;
- Providing a very high level of provider, member, and other customer satisfaction;
- Delivering information in the most cost-effective and customer-friendly way, including automated information and other methods as appropriate, etc.;
- Using CRM interactions to assist in maintaining accurate contact information for members and providers (primarily address, phone, fax, email);
- Storing information about CRM interactions in the MMIS in an understandable and searchable manner; and,
- Transferring only complex inquiries to OHCA Tier 2 call centers with enough information that the caller does not have to repeat information already supplied.

OHCA anticipates that the Contractor will directly access its MMIS and will use its telephony platform in order to operate effectively and provide seamless information and transfer of inquiries, but the Contractor may propose alternative solutions if desired.

OHCA also desires to incorporate appropriate and effective CRM technologies and features into the CRM, such as

- Recorded messages for frequently asked questions
- Real-time online chat accessible from the SoonerCare, Insure Oklahoma, online enrollment or provider enrollment websites
- Email receipt and response to inquiries, including forwarding emails to appropriate Tier 2 staff at OHCA when necessary
- Web-based self-service applications.

OHCA anticipates that the Contractor would implement new technologies and features over the life of the contract and that all these would not be operational initially. The Contractor may use the milestone schedule in Attachment F to show this proposed implementation.

The general types of inquiries from members, providers, and others that OHCA expects the Contractor to effectively handle include the following:

- Member eligibility requirements and enrollment processes in all OHCA programs, including member demographic information updates, application status;
- Information about benefits and coverage for all OHCA programs, including prior authorization requirements, requests, and status;
- Provider contracting requirements and other provider requirements, policies and procedures, including provider demographic information updates, and application status;
- Provider claims and reimbursement, including reimbursement rates and claims status;
- Information about OHCA activities, programs, or publications;
- Identification of other resources available to callers and referrals to those resources, including other state and federal agencies, health care providers, etc.; and,
- Insure Oklahoma Employer-Sponsored Insurance information, requirements, and enrollment for participating employers, insurance agents, and private insurers (Depending on implementation of the Affordable Care Act, this function may terminate December 31, 2013).

Additional requirements for the CRM include quarterly outbound calling of primary care providers after 5 PM to ensure that after-hours telephone access is provided and short telephone surveys (5-10 questions) of members and providers. The CRM must also satisfy the federal requirements for OHCA's connection to the National Kids Now Hotline via a plain old telephone system (POTS) or a Dedicated Access Line (T-1) or other appropriate connection.

The CRM Contractor must provide necessary staffing and workflow processing for Online Enrollment Tier 2 inquiries. OHCA anticipates needing at least ten Level 2 Call Services Representatives (CSRs – see RFP Library for additional information) to be located at OHCA's offices and under OHCA's daily direction. OHCA will provide telecommunications, computer equipment, furniture, and space for these Contractor staff. The CRM Contractor must also provide an option for OHCA to request additional CSRs at its location or the Contractor's location with 60 days' notice. OHCA anticipates requesting additional CSRs during the period October 2013 through February 2014 for the planned Medicaid expansion, but may also request them at other times.

OHCA anticipates that the Contractor will offer contracted and temporary staff currently working in OHCA call centers the opportunity to interview with the Contractor for permanent employment and provide some priority in the hiring process for these staff based on their existing expertise.

A.3 OHCA RESPONSIBILITIES

OHCA shall:

1. Designate an OHCA employee to serve as Program Monitor (PM);
2. Record all calls using its MMIS and make these recordings available to the Contractor if the Contractor uses OHCA's telephony platform;
3. Provide email copies of all Provider and Member Letters and other notices to the Contractor's Project Manager at the time of mailing;
4. Provide adequate notice whenever possible prior to any mailings, changes or other events that have the potential to significantly increase the number of inquiries;
5. Provide up to 100 hours of training to Contractor's Project Manager and staff before operations start-up and up to 3 hours per month of updates thereafter;

6. Participate in up to 3 sessions per month for continuing education of Contractor's CSRs if requested;
7. Keep Contractor informed of appropriate Tier 2 Call Centers at OHCA and its other contractors, including hours available;
8. Transmit the Contractor electronic data on members and providers if requested;
9. Provide space, computer equipment, telecommunications equipment, furniture and daily direction for any Contractor staff located at OHCA's premises; and,
10. Perform additional activities proposed by the Contractor and acceptable to OHCA.

A.4 OPERATING REQUIREMENTS

The Contractor shall:

1. Be operational as early as October 1, 2012 but no later than January 1, 2013;
2. Maintain an Oklahoma City-based office within 15 miles of the Oklahoma State Capitol which houses at least the Project Director and all inbound call CSRs;
3. Respond to inbound inquiries at least from 8:30 AM to 8:00 PM Central Time Monday through Friday and 9:00 AM to 1:00 PM Central Time on Saturday except on official State of Oklahoma holidays or on the Saturday immediately following or preceding a State holiday;
4. Provide a level of service to non-English speaking customers comparable to other customers, including immediately available Spanish-speaking CSRs, immediate availability of a translation service for callers who speak other languages, and the ability to respond to other types of inquiries in other languages within a reasonable time;
5. Provide a level of service to hearing-impaired and visually-impaired customers comparable to other customers and in accordance with applicable law.

A.5 REPORTING REQUIREMENTS

The Contractor shall submit:

1. Weekly reports as outlined in the Weekly Report Phase Guide (see Attachment F).
2. Regular reporting on call volumes, answer speeds, waiting times, and other useful quality and performance metrics, including performance metrics required for performance payments.

A.6 STAFFING REQUIREMENTS

The Contractor shall:

1. 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 Contractor shall not change the designation of its PD without OHCA's prior written approval, which shall not be unreasonably delayed or withheld. The PD shall have at least 3 years of experience managing a customer service call center, preferably with SoonerCare or other Medicaid or health insurance experience.
2. Provide a single point of contact for OHCA telecommunications and technical staff related to system and/or telecommunications issues.

A.7 SYSTEM REQUIREMENTS

If Contractor chooses to directly access OHCA's Medicaid Management Information System (MMIS) for member and provider information and/or use OHCA's telephony platform, the Contractor shall comply with access requirements, hardware, and software requirements as shown in the RFP Library.

A.8 DISASTER RECOVERY PLAN

Because of the critical nature of the CRM and the serious impact of even minor interruptions in service, the Contractor shall submit a disaster recovery plan to OHCA for approval at least 30 days before starting operations. The Contractor may include resources outside Oklahoma but within the United States as part of this plan.

A.9 TURNOVER PLAN

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 as applicable:
 - a) Proposed approach to turnover;
 - b) Identification of documentation and State-owned equipment and/or furnishings;
 - c) Identification of documentation in Contractor's possession that is critical to the operation of services;
 - d) Transfer of all data in a usable format to OHCA; and,
 - e) Turnover tasks and schedule.
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 OHCA with a Turnover Results Report which will document completion and results of each step of the Turnover Plan.
3. As requested by OHCA, approximately four to six 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.
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.
5. OHCA may withhold payment during the six months prior to the conclusion of the Contract if Contractor fails to comply with any of turnover requirements in a timely manner.

A.10 PAYMENT STRUCTURE

In consideration for the satisfactory performance of the services under this RFP, OHCA shall pay Contractor according to the following at the amounts shown on the Contractor's Proposal Form where applicable:

1. Payment for Implementation Costs

OHCA shall reimburse Contractor for implementation costs only if Contractor specifies deliverables or milestones to be completed during implementation and a specific payment to be made at the completion of each deliverable or milestone. If the Contractor requests start-up costs, the estimate date of completion for each implementation deliverable or milestone must be shown on the Milestone Schedule in Attachment F. The Contractor may choose not to request payment for implementation.

2. Per Member Per Month (PMPM) Payment for Inbound Calls

A per member per month (PMPM) payment to the Contractor based on the number of unduplicated eligible members enrolled in OHCA programs as of the first calendar day of each month. This PMPM payment includes:

- a) Handling all inbound calls and other transactions including those from members, providers, insurance agents, businesses, or any other appropriate inbound caller;
- b) Callbacks or responses to inbound transactions

- 3. Per Minute Payment for Outbound Calling**
An additional per minute payment to the Contractor for successful performance of requested outbound calling services.
- 4. Payment for Call Services Representatives**
Only for CSRs providing Tier 2 Online Enrollment services and/or if OHCA exercises its option to require the Contractor to add any Level 1 or 2 Call Service Representatives, a per CSR rate based the location and level of each CSR.
- 5. Pay for Performance**
The Contractor shall propose at least one performance target (e.g. 95% of calls answered within three rings, 90% customer satisfaction based on a random survey of inquiries, etc.).
 - a) Subject to OHCA acceptance of the target and reporting, for achieving the performance target in any month, an additional 5% of the PMPM amount;
 - b) Subject to OHCA acceptance of the target and reporting, for falling short of the performance target by 5% or more in any month, a subtraction of 5% of the PMPM amount; this provision shall not apply during the first two months of operations under this Contract, or in any month where the total number of inquiries received by Contractor is 15% or higher than the total number of calls received during the previous month, or during any month when OHCA chooses to waive this provision because of unusual circumstances.
- 6. Pass Through Costs**
OHCA shall reimburse the Contractor for translation services at the Contractor's actual cost, including translation services used by OHCA on transferred calls. OHCA must approve the Contractor's rates for translation services in advance.
- 7. Budget**
The budget for this RFP is not to exceed \$3,000,000 for the period date of award through June 30, 2013, including any implementation and/or performance payments proposed by the Contractor. Bidders may assume that the budget for subsequent fiscal years will stay constant at about \$6,000,000 with increases only for additional SoonerCare membership and/or labor or other cost increases. 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.

SECTION B: PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

B.1. GENERAL APPROACH

1. This solicitation uses the Performance Information Procurement System (PIPS) to determine the best value vendor. The PIPS process differs from some other best value processes by:
 - Assuming that the Bidder is the expert, not OHCA;
 - Relying on the Bidder to determine how to achieve OHCA's objectives and define and deliver the required project or program;
 - Minimizing the time that Bidders need to spend on the Selection Phase of the process;
 - Minimizing the technical expertise required of OHCA and the selection committee
 - Focusing on "dominant" information, that is, easy-to-understand, non-technical language that relates to quality, cost, time, and other measurable performance information of Bidders' personnel, processes, and past performance;
 - Requiring the successful Bidder to develop its own detailed scope of work for incorporation into the Contract;

- Providing the successful Bidder full control of the project to achieve objectives and minimize risk and deviations outside its control; and,
 - Allowing the OHCA’s Program Monitor to function as a quality assurance manager with non-technical and non-operational duties.
2. Bidders are encouraged to use their expertise in responding to this RFP to refine and develop the scope of work and requirements in the way that the Bidder believes is most effective. If the Bidder believes that requirements or tasks specified in this RFP are unnecessary and/or will not help OHCA achieve its goals, the Bidder may propose changing or eliminating a requirement. The Bidder may also propose additional items that it believes OHCA omitted that would assist in achieving objectives. In either case, the Bidder uses the Value Added Plan (see Section B.7) to effectively explain why it believes that the change will assist OHCA in meeting its goals and/or reduce project costs without violating state or federal rules and regulations that OHCA must follow.
 3. Bidders should also note that their Project Capability Submittals will not include all the detail about how the Bidder plans to define, operate, and manage the project. Selected Bidder(s) will have the opportunity to make more comprehensive presentations during the Clarification Phase of the solicitation. The initial proposal submittal described below is intended to be a less time-intensive screening process to identify the best value vendor(s). It does not require detailed explanation of the Bidder’s plan. The Bidder, however, should have a complete understanding of how it will define and manage the project in order to provide accurate project costs and schedules.
 4. Costs are not negotiable during the Interview or Clarification Phases unless OHCA and the Bidder agree on a scope or requirements change. The Bidder is encouraged to submit its best offer initially because PIPS does not provide for a Best and Final Offer process.

B.2 PIPS EDUCATION SESSION FOR BIDDERS

A non-mandatory education session about the PIPS process will be held at OHCA’s offices at 2401 NW 23rd St., Suite 2-B, Oklahoma City, OK at the date and time shown in the “Tentative Schedule” at the beginning of this RFP. Prospective bidders may participate in person or by telephone. Please send an email to the Contract Coordinator listed on the RFP Cover Sheet and request directions to the location or a call-in number depending on your preference. The purpose of the session is to discuss the PIPS best value process and allow vendors to ask questions about the process only. This session is not intended for questions about the RFP content. See Section B.11 for how to ask RFP questions.

B.3 SELECTION PHASE - REQUIRED ITEMS FOR ALL PROPOSALS

1. Proposals must be submitted to OHCA by the date and time specified on the RFP Cover Page to the specified email address. The email shall be submitted with the proposal as an attachment in Microsoft Word or as an Adobe PDF. The subject line of the email shall include the solicitation number for this RFP, 8070000465. If the Bidder is redacting proprietary information from its bid as per Section B.14, a copy of the redacted bid must be included as an attachment to the email and a note in the email must reference the fact that a redacted copy of the bid is attached. For clarity, please use the word “redacted” in the title of the file that contains the redacted version of the bid.
2. **Forms-based approach:** OHCA is using a forms-based response to this RFP in order to ensure that responses are uniform and in a similar order to better facilitate fair and complete evaluations. The Bidder must use the forms provided in the Attachments and may not modify these forms in any way except to complete the required information. Bidders must not change font size, add color or illustrations, or otherwise modify the form. Each form specifies if additional pages are allowed and a maximum of how many.

- Failure to follow these instructions may result in a bid being judged non-responsive.
3. The Bidder shall submit the following items in the proposal:
 - Proposal Cover Page with any Certification Exceptions (See Attachment A)
 - Project Capability Submittal (See Sections B.4 to B.7 and Attachment B)
 - Past Performance Narrative (See Attachment C)
 - Past Performance Information (See B.9 to B.10 and Attachments D and E)
 - Milestone Schedule (Attachment F)
 - Cost Form (Attachment G)
 - Signed amendment acknowledgements(s) if any RFP amendments have been posted and if the Bidder has not previously submitted these to the Contract Coordinator (see Section B.12)
 4. The Bidder shall not submit any items other than those listed above. If the Bidder submits marketing material, illustrations, extra pages or narrative, etc., the Bid may be considered non-responsive. In no case will the additional information be considered in the evaluation.
 5. If the Bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to OHCA in accordance with all submittal instructions with the addition of the following statement “This bid supersedes the bid previously submitted”.

B.4 PROJECT CAPABILITY SUBMITTAL (PCS)

1. The PCS has three components:
 - a) the Project Capability Plan
 - b) the Risk Assessment Plan
 - c) the Value Added Plan.
2. The purpose of the PCS is to:
 - a) Provide high performing bidders the opportunity to differentiate themselves from their competitors in terms of their experience and expertise by using verifiable performance metrics and previous best value results;
 - b) Assist OHCA in prioritizing submittals based on the Bidder’s ability to understand and deliver the work required under the RFP;
 - c) Assist the Bidder in planning what they are going to do before they do it.
3. The PCS must meet the following requirements. Failure to comply with any of these requirements may result in the Bid being judged non-responsive.
 - a) None of the PCS plans may contain any names that can be used to identify the Bidder (such as firm names, personnel names, Project names, or product names). The Bidder may refer to itself as “the Bidder”, “we”, “the Firm” or any other term that will not identify the Bidder. Similar, the Bidder may use the term “our Project Manager”, or “our subcontractor” or similar terms as preferred.
 - b) None of the PCS plans may include the proposed cost that Bidder has identified on the Proposal Form.

B.5 PROJECT CAPABILITY PLAN (ATTACHMENT B-1)

The Project Capability Plan allows each Bidder to state and differentiate its capabilities to meet the objectives and requirements of this solicitation. The Bidder should state its claims related to its ability to define and manage the project and include dominant information to support these claims. Use quantitative measurements and clear, non-technical language. The Bidder may also identify how its plan aligns its expertise to maximize the achievement of project goals and minimize risk and cost deviations.

B.6 RISK ASSESSMENT PLAN (ATTACHMENT B-2)

The Bidder should list and prioritize major risk items on this project that could cause the project to deviate or not meet the expectations of the OHCA. This Plan addresses risks that the Bidder does not control that might cause cost increases, delays, or failure to meet objectives. Do not include in this submittal any risks related to a Bidder's lack of technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. Explain how the Bidder will mitigate, manage, and/or minimize the risks. This plan should also include supporting documented performance (performance measurements of projects when the risk mitigation was used, etc). The Risk Assessment Plan may address how many times this mitigation plan was previously used, and the impact on performance in terms of customer satisfaction.

B.7 VALUE ADDED PLAN (ATTACHMENT B-3)

1. The Value Added Plan provides the Bidder an opportunity to identify any value added options or ideas related to the solicitation that might benefit OHCA or help in achievement of project objectives. Value Added Plan items are additional or optional services that will require a change in cost and/or scope. The Bidder should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost. The Bidder may also use the Value Added Plan to show where eliminating a requirement will improve the project or reduce cost.
2. Where applicable, the Bidder should identify:
 - what OHCA may have excluded or omitted from its scope
 - where a requirement or task in the scope is unnecessary or counter productive
 - how adding the item or eliminating an item or requirement will contribute to OHCA's achievement of its goals and/or reduce cost
 - verifiable performance information on how these options or ideas have been successful in the past
3. The Bidder should list the cost and time impact of its options or ideas. Costs may be listed in terms of a percentage of the total price or as a specific dollar amount. Time impacts should generally be listed as specific periods (e.g. 2 additional weeks for implementation) but may be listed as a percentage of the overall implementation or other period if this is clearer. Value Added Plans shall NOT include items in the scope of work and these items must NOT be included in the Bidder's Cost Proposal.

B.8 PAST PERFORMANCE - NARRATIVE (ATTACHMENT C)

1. Bidders must complete the past performance narrative Attachment C. This section of the proposal is obviously not anonymous and will be evaluated separately. The entities/individuals whose names should be listed for this RFP are:
 - a) The Bidder (entity);
 - b) The Bidder's Proposed Project Director (individual)
 - c) Any subcontractors responsible for work totaling over 35% of the total value of this RFP (hereinafter a "major subcontractor") proposed by the Bidder (entity);
 - d) Any proposed major subcontractor's project lead (individual)Bidders may add lines to this section of the form if they are proposing more than one subcontractor.
2. Bidders must also answer the two questions on Attachment C about financial stability and contract action. Failure to provide accurate and complete information may be grounds for judging the bid non-responsive. OHCA expects that some or all Bidders may have pending litigation or contract action; answering "yes" to either question does not

necessarily result in failing this section. The Bidder may be asked to address OHCA concerns about any information in this section during the Clarification Phase.

3. Only one Past Performance Narrative is required. Narratives for subcontractors or individuals are not required.

B.9 PAST PERFORMANCE - REFERENCE LIST/SCORE SHEET (ATTACHMENT D)

1. One Reference List/Information Score Sheet (Attachment D) is required for each critical team entity/individual. List the name of the entity/individual at the top of each form.
2. Each entity/individual must prepare and submit a list of previous clients that will evaluate their performance. An individual may submit up to 3 references and an entity may submit up to 5. If a company or individual cannot provide the maximum number of references, this section will be rated on the references submitted.
3. References must be from clients where a particular project or contract has been completed and/or a contract has been in force for at least a full year.
4. Each of a particular entity's or individual's references must be from a different project and client. However, entities and individuals submitting information can use the same projects and clients as other entities and individuals submitting provided that they all participated in the project. No references can be submitted from OHCA.
5. The past performance information scores must be supplied for each individual/entity based on the reference surveys obtained from clients (see Attachment E and Section B.10 below.)

B.10 PAST PERFORMANCE - SURVEY QUESTIONNAIRE (ATTACHMENT E)

1. A separate Survey Questionnaire (Attachment E) is required for each reference and for each entity or individual. That is a critical entity who supplies five references must send out five questionnaires – one to each reference. Similarly, a critical individual must send a survey to each of his/her references.
2. The Bidder is responsible for ensuring that its clients receive, complete and return the surveys. All surveys must be evaluated and signed by the client to be considered.
3. Surveys must be completed by the client; neither a consultant nor some other party can complete the survey.
4. The scores for each survey are input into the appropriate individual/entity's Scoresheet (Attachment D). The Bidder must average (arithmetic mean) the responses and input the overall rating for each reference and in total.
5. OHCA may contact the reference to clarify a survey rating or to check for accuracy. If the reference cannot be contacted, the survey may be deleted and no credit given for that reference. OHCA may also adjust scores it determines that the requirements have not been followed.
6. The Bidder shall package all of the returned surveys (Attachment E) together with the appropriate Reference List/Score Sheet (Attachment D) for each entity/individual. The Bidder must submit all surveys and scoresheets for each critical team entity/individual in its proposal.
7. Failure to provide information correctly and/or for all critical entities/individuals may result in the Bidder receiving a lower score or no score for this information.

B.11 QUESTIONS AND ANSWERS

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 RFP Cover Page. Questions will not be accepted by mail, fax or telephone. Bidders must submit questions no later than the date and time shown on the cover sheet.

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.12 CHANGES IN SOLICITATION SPECIFICATIONS OR CONTRACT TERMS

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 emailed separately. If forwarded separately, the subject line of the email must state the solicitation number and “acknowledgement of amendments”. The OHCA 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.
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 OHCA.
3. It is the Bidder’s responsibility to check frequently for any possible amendments that may be issued. OHCA is not responsible for a Bidder’s failure to acquire any amendment documents required to complete a solicitation.

B.13 CERTIFICATIONS

1. The person whose signature appears on this proposal states that he or she is an authorized agent of the Bidder for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure this contract. By submitting a response to this solicitation, the Bidder and any proposed subcontractor(s) certify to the best of their knowledge and belief that it/they:
 - a) Have not paid, given or donated or agreed to pay, given or donated 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, nor has anyone subject to their direction or control;
 - b) Shall not employ any person to fulfill any of the services provided under this Contract who has been involved in any manner in the development of this solicitation while employed by the State of Oklahoma;
 - c) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State, or local department or agency;
 - d) 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) 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;
 - f) 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) above;
 - g) 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.

2. **If the Bidder or subcontractor is unable to certify any of the statements in this certification, an explanation must be attached to the solicitation response.**

B.14 BIDS SUBJECT TO PUBLIC DISCLOSURE/PROPRIETARY INFORMATION

1. Documents and information a Bidder submits as part of or in connection with a solicitation are public records and subject to disclosure, unless otherwise specified in applicable law. 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 an additional copy of the bid with this information redacted. OHCA shall make the final decision as to whether the documentation or information is confidential.
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.

SECTION C: EVALUATION AND AWARD

Proposals received from prospective suppliers will be evaluated based on the “best value” determination in accordance with 74 O.S. § 85.

C.1 EVALUATION WEIGHTS FOR SELECTION AND INTERVIEW PHASES

OHCA will evaluate proposals against the evaluation criteria based on the items and weights shown below.

Attachment	Description	Value
Attachment A	Proposal Cover Page and Certification Exceptions	Pass/Fail
Attachment B	Project Capability Plan	10
Attachment B	Risk Assessment Plan	17
Attachment B	Value Added Plan	8
Attachment C	Past Performance Narrative	Pass/Fail
Attachments D,E	Past Performance Surveys	15
Attachment G	Cost	25
	Interviews (if applicable)	25
	TOTAL	100

In the event that the Bidder has completed a contract with OHCA which was awarded based on best value, that Bidder’s past performance will be calculated based 50% on the Past Performance Surveys. The other 50% of the Bidder’s past performance score will be based on the performance evaluation prepared by OHCA at the completion of the Bidder’s previous contract(s).

C.2 INTERVIEW PHASE – INTERVIEWS OF KEY PERSONNEL

1. After scoring proposals as above, OHCA may ask some or all Bidders to participate in interviews. If only some Bidders are invited, OHCA will invite Bidders based on those with the highest scores. OHCA may interview key personnel, including:
 - a) the Bidder’s Proposed Project Director (may be interim if Bidder anticipates hiring a new Project Director);
 - b) any major subcontractor’s Project Director if applicable;

- c) the Bidder's lead trainer for CSRs participating in this project;
 - d) the Bidder's information and technology expert.
2. OHCA will interview individuals separately and may also perform a group interview after individual interviews are completed. No other individuals may participate or attend the interview unless invited by OHCA. Interviews generally last 10-30 minutes.
3. All proposed team members listed above in C.2.1 must be available in person for interviews on the date specified in this RFP so Bidders should ensure that all designated staff is available before submitting a response. At its sole discretion, OHCA may allow substitutes, proxies, phone interviews or other distance interviews. Bidders that wish to use any of these options should contact the person listed on the RFP Cover Sheet.
4. OHCA may request additional information from Bidders prior to interviews.

C.3 CLARIFICATION PHASE

1. The selected Bidder shall perform the Clarification/Pre-Award functions as outlined in Attachment E. The intent of this period is to allow the Bidder an opportunity to clarify its proposal and plan in more detail, address any issues or risks, allow OHCA to address any concerns, and to prepare a Pre Award Document for incorporation into the Contract.
2. The Pre Award Document shall include:
 - a) Detailed scope and project approach;
 - b) Any additional OHCA responsibilities proposed by the Bidder;
 - c) A detailed risk management plan;
 - d) Any revisions to the milestone schedule provided in the proposal;
 - e) A list of Value Added options accepted by OHCA with impact to cost and schedule;
 - f) Any agreed-upon scope or requirements changes accepted with OHCA and the Bidder with impact to cost and schedule;
 - g) A financial summary of the project including the original project cost, any cost breakout and cost considerations the Bidder and OHCA have discussed, and the new detailed project cost including Value Added options and scope or requirements changes;
 - h) The Weekly Risk Report format in Microsoft Excel and associated performance metrics;
 - i) Final formats and submission dates and methods for any other required reporting.

C.4 LATE BIDS

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

C.5 BID OPENING

Emailed 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.

C.6 REJECTION OF BIDS

OHCA reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected with 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.

C.7 AWARD OF CONTRACT

1. OHCA may award the Contractor 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 OHCA to be in the best interest of the State of Oklahoma.
2. Bidders are not required to register with the Department of Central Services in order to submit a response to a solicitation but must do so prior to contract award. 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). Once registered, Bidders will be automatically notified of bidding opportunities in the categories for which they register. There is an annual fee of \$25 per product family/category.

C.8 DEBRIEFING

Bidders may request copies of proposals and evaluation and award materials after the Contract has been awarded. Due to limited staff, OHCA is unable to provide formal debriefings for any Bidder.

C.9 PROTEST

This Contract shall be awarded pursuant to 74 O.S. 85.5 T which allows Oklahoma state agencies to award contracts without involvement from the Central Purchasing Division under certain conditions. Protests of awards under this provision are handled by OHCA in accordance with administrative rules found at OAC 317:2.

SECTION D – CONTRACT GENERAL TERMS AND CONDITIONS

D.1 PARTIES

1. **Oklahoma Health Care Authority**
 - a) OHCA is the single state agency designated by the Oklahoma Legislature through 63 O.S. §5009(B) to administer Oklahoma's Medicaid Program, known as SoonerCare.
 - b) OHCA has authority to enter into this 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).
2. **Contractor**
 - a) Contractor states that it has the experience and expertise to perform the services required under the Contract.
 - b) 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.

D.2 CONTRACT TERM

The term of the Contract shall begin on date of Contract Award and terminate on June 30, 2013 with five (5) additional one-year renewal periods. 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, but it is OHCA's intention at the current time to award a contract for this entire time period.

D.3 AMENDMENTS OR MODIFICATIONS

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.
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.

D.4 LEGAL CONTRACT

1. Submitted bids are rendered as a legal offer and any bid, when accepted by the OHCA, shall constitute a contract.
2. The Contract resulting from this solicitation will consist of the following documents in order of preference:
 - a) Contract award documents, including but not limited to the purchase order, contract modifications, certifications and change orders
 - b) The Solicitation including any amendments
 - c) The Proposal submitted by the Contractor, including the Pre-Award Document, to the extent that it does not conflict with the requirements of the Contract award documents or solicitation or applicable law.
3. 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 proposal and pre-award document.

D.5 ASSIGNMENT/SUBCONTRACTORS

1. Contractor shall not assign or transfer any rights or obligations under this Contract without prior written consent of OHCA. If the Contractor uses a major subcontractor, the Contractor shall obtain OHCA consent prior to the effective date of any subcontract. If the Contractor proposed a major subcontractor in its Pre Award Document which was accepted by OHCA, no separate OHCA consent is required.
2. The Contractor shall be responsible for all subcontractors' 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 major subcontractor shall be subject to the same conditions as the Contractor, including contract modifications subsequent to award, including confidentiality, audit, certifications, and other relevant contract terms.

D.6 AUDIT AND INSPECTION

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 Contractor agrees that any pertinent State or Federal agency has the right to examine and audit all records relevant to execution and performance of the Contract.
2. The Contractor 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-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 year retention period, whichever is later.
3. 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.
4. 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.

D.7 CONFIDENTIALITY

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.
2. If applicable, 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.
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.
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.
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.
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.

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.
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.

D.8 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.

D.9 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.

D.10 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 OHCA. The Bidder's employees shall not be considered employees of the State of Oklahoma nor of OHCA for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

D.11 LAWS APPLICABLE

1. The parties to this Contract acknowledge and expect that changes may occur over the term of this Contract in federal and state statutes and regulations that govern this Contract. The parties shall be mutually bound by such changes.
2. The Contractor shall comply and certifies compliance with the following:
 - a) the Age Discrimination in Employment Act, 29 USC §621 et seq.;
 - b) the Rehabilitation Act, 29 USC §701 et seq.;
 - c) the Drug-Free Workplace Act, 41 USC §701 et seq.;
 - d) Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;
 - e) the Civil Rights Act, 42 USC §§2000d et seq. and §§2000e et seq.;
 - f) the Age Discrimination in Federally Assisted Programs, 42 USC §6101 et seq.;
 - g) Equal Opportunity for Individuals with Disabilities 42 USC §12101 et seq.;
 - h) the Oklahoma Worker's Compensation Act, 85 O.S. §et seq;
 - i) the Fair Labor Standards Act, 29 USC §201 et seq;

- j) the Equal Pay Act, Public Law 88-38, 77 Stat. 56;
 - k) the Vietnam Era Veterans Re-adjustment Act of 1974, 38 USC §4212;
 - l) 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;
 - m) 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;
 - n) 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
 - o) 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;
 - p) 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;
 - q) Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801
 - r) Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O. S. § 1313 and participates in the Status Verification Program available at www.dhs.gov/E-verify.
3. The products and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
 4. The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.
 5. 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.
 6. 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.
 7. 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.

D.12 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 OHCA 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. OHCA's decision as to whether sufficient appropriations are available shall be accepted by the Bidder and shall be final and binding.

D.13 PAYMENTS/REIMBURSEMENT

1. Pursuant to 74 Okla. Stat. §85.44(B), invoices will be paid in arrears after services have been provided.
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.

3. 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.
4. 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.

D.14 CONTRACT TERMINATION

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.
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.

D.15 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.

D.16 INFORMATION TECHNOLOGY ACCESS CLAUSE

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 Standards may be found at http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html.
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.
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.

D.17 INSURANCE

The Contractor 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 Contractor shall provide OHCA with evidence of this and shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract.

D.18 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.

**ATTACHMENT A
PROPOSAL COVER PAGE & CERTIFICATION EXCEPTIONS**

Solicitation Number:	
Project Name:	

Bidder's Name:	
Address:	
City:	
State:	
Zip Code:	
Point of Contact for this RFP:	
Phone:	
Fax:	
Email:	

Please check to indicate that Bidder has submitted each of the following:

- | | |
|----------------|--|
| Attachment A | Complete this cover page and checklist |
| Attachment B | Complete Project Capability, Risk Assessment and Value Added plans |
| Attachment C | Complete Past Performance Narrative form |
| Attachment D | Email a Reference list for each critical entity/individual |
| Attachment E&F | Compile and submit surveys for each critical entity/individual |
| Attachment G | Complete a milestone schedule |
| Attachment H | Complete cost proposal |

If the Bidder is unable to certify any of the statements made in Section B.13, identify the statement(s) and explain below. (Attach additional pages if necessary.)

Bidder is unable to certify to the following in Section B.13:

**ATTACHMENT B
PROJECT CAPABILITY SUBMITTAL CHECKLIST**

The Bidder must complete and submit this checklist along with the Project Capability Submittal (PCS). This PCS Checklist is not counted in the 6-page limit. Answering “No” to any of the questions below may result in your Bid being judged non-responsive.

- | | | | | |
|--|--------------------------|-----|--------------------------|----|
| 1. Is your Project Capability Submittal 6 pages or less? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 2. Does your PCS contain <u>NO</u> organization or individual names, past project names, or other information that may be used to identify the Bidder? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 3. Did you use the PC Submittal templates provided in this RFP without any modifications, color, font changes, illustrations or similar? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 4. Do you understand that the contents of PC Submittal will become part of the Contract? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 5. Did you complete all three plans required in the PCS – the Project Capability Plan, Risk Assessment Plan, and Value Added Plan? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 6. Do you understand that your Bid may be disqualified if you fail to meet any of the above requirements? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

Instructions for the Project Capability Submittal

The Bidder must use the forms provided and submit these forms without modification, illustrations, color, etc. In each case, the Bidder may add or delete individual table items, but do not exceed the 6-page limit for the entire submittal. On each the three plans, the items should be prioritized in order of importance. Do NOT include any identifying information in any plan.

Information listed under the “Documented Performance” section should describe where the Bidder has used the approach or solution previously and what the results were in terms of verifiable metrics or statements.

The Project Capability Plan should identify the Bidder’s capability to meet OHCA objectives, requirements, as well as time and cost goals. The Risk Assessment Plan should address the risks that the Bidder does NOT control. The Value Added Plan should identify any additional items or other options including removing requirements that may help to achieve OHCA’s goals and/or reduce costs.

Project Capability Example:

Project Capability Claim:	<i><u>We have a significant amount of experience in prior authorization of health care services and consistently deliver reduced costs with high provider and member satisfaction.</u></i>
Documented Performance:	<i><u>We have designed and operated 10 similar projects for Medicaid, Medicare and private health insurance companies in the past 5 years with 98% provider satisfaction, 95% member satisfaction and an average 10% net health care cost reduction.</u></i>

Risk Assessment Example:

Risk Description:	<i>OHCA may not receive federal approval from the Center for Medicare and Medicaid Services (CMS) for its program when expected or CMS may request a requirement change.</i>
Risk Impact / Why is this a risk:	<i>Minimal initial work may occur before federal approval, but most activities cannot start without CMS approval. This may cause a slower start-up if approval is delayed or create a need to restructure some part of the program if requirements must be changed.</i>
Solution:	<i>The Contractor will work with OHCA to provide information and respond to questions from CMS. If approval is delayed, the Contractor shall immediately notify OHCA of the potential cost and time impacts of this delay. If CMS changes requirements, the Contractor shall immediately notify OHCA of the time required to complete additional planning. Once planning is complete, the Contractor will propose the most cost-effective approach to the new requirements as well as any alternative options.</i>
Documented Performance:	<i>We have worked on 15 projects over the past 3 years which required CMS approval. In 10 of these, approval was delayed or some re-planning was required based on CMS feedback. Our solutions resulted in an average of 1% cost and schedule impact and 100% of the clients on these 10 projects rated our performance 10 out of 10</i>

Value Added Example:

Item Claim:	<i>In addition to OHCA's member training, we propose 6 education/outreach sessions each year in different areas of the state for nurses and other support staff of participating providers.</i>
How will this add value?	<i>Nurses and other support staff have significant impact on members' ability to self-educate and manage their conditions.</i>
Documented Performance:	<i>This type of training in 3 similar projects has improved health outcomes by 10% and decreased costs by 5% compared to programs where only members were educated.</i>
Cost Impact :	<i>\$1000 per session</i>
Schedule Impact :	<i>none</i>

**ATTACHMENT B-1
PROJECT CAPABILITY PLAN**

Project Capability #1 Claim: _____

Documented Performance: _____

Project Capability #2 Claim: _____

Documented Performance: _____

Project Capability #3 Claim: _____

Documented Performance: _____

Project Capability #4 Claim: _____

Documented Performance: _____

Project Capability #5 Claim: _____

Documented Performance: _____

Project Capability #6 Claim: _____

Documented Performance: _____

Project Capability #7 Claim: _____

Documented Performance: _____

**ATTACHMENT B-2
RISK ASSESSMENT PLAN**

Risk #1 Description: _____
Risk Impact / Why
is this a risk: _____
Solution: _____
Documented
Performance: _____

Risk #2 Description: _____
Risk Impact / Why
is this a risk: _____
Solution: _____
Documented
Performance: _____

Risk #3 Description: _____
Risk Impact / Why
is this a risk: _____
Solution: _____
Documented
Performance: _____

**ATTACHMENT B-3
VALUE ADDED PLAN**

Item #1 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact : _____ **Schedule Impact:** _____

Item #2 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact : _____ **Schedule Impact :** _____

Item #3 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact : _____ **Schedule Impact :** _____

Item #4 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact : _____ **Schedule Impact :** _____

Item #5 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact : _____ **Schedule Impact :** _____

**ATTACHMENT C
PAST PERFORMANCE NARRATIVE**

1. Indicate below the critical entities and individuals for which the Bidder will submit a reference list and past performance information.

Critical Team Entity/Individuals

Bidder Name: _____
Name of Project Manager: _____
Name of Lead Trainer: _____
Subcontractor Name (if any) _____
Subcontractor Manager (if any) _____

2. Does anything in the Bidder's current financial and legal status, including credit rating, any pending judgment or litigation, or any real or potential financial reversal have the potential to significantly affect the Bidder's ability to perform the work under this RFP throughout the contract term including renewals? If yes, please explain.

_____ **Yes** _____ **No**

3. Has the Bidder had any contract action taken against it in the past five years including any opportunity to correct a breach or performance issues, implementation of a corrective action plan, contract penalties levied, payment reductions for non-performance, allegations of breach, termination with or without cause or any other contract action? If yes, please explain.

_____ **Yes** _____ **No**

Attach no more than one additional one-sided page if necessary.

**ATTACHMENT D
REFERENCE LIST AND PPI SCORESHEET**

Name of Entity/individual: _____

NO	CLIENT NAME	POINT OF CONTACT (EVALUATOR)	EVALUATOR'S PHONE NUMBER	CONTRACT PERIOD	TOTAL CONTRACT COST
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Survey 6	Survey 7	Survey 8	Survey 9	Survey 10	Average
1	Ability to maximize contract goals and objectives											
2	Ability to manage contract cost											
3	Ability to maintain contract schedule											
4	Ability to manage / professionalism											
5	Effectiveness of closeout or turnover process											
6	Ability to communicate / document risks											
7	Ability to follow contract requirements											
8	Overall client or other customer satisfaction											
Overall Average Score:												
Total Number of Surveys Returned:												

ATTACHMENT E SURVEY QUESTIONNAIRE

Survey ID _____

To: _____
(Name of person completing survey)

Phone: _____ 1. Fax: _____

Subject: Past Performance Survey of: _____
(Name of Bidder Organization)

(Name of Individual ONLY if this Survey is for the individual)

Oklahoma Health Care Authority requests past performance information on contractors and their key personnel. The entity/individual listed above has listed you as a client for which they have previously performed work. The OHCA appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge (you may leave a question blank if you don't have adequate knowledge).

Client Name: _____

Project Name: _____

Annual dollar amount of Project: _____

N O	CRITERIA	UNIT	RATING
1	Ability to maximize contract goals and objectives	(1-10)	
2	Ability to manage contract cost	(1-10)	
3	Ability to maintain contract schedule	(1-10)	
4	Ability to manage / professionalism	(1-10)	
5	Effectiveness of closeout or turnover process	(1-10)	
6	Ability to communicate / document risks	(1-10)	
7	Ability to follow contract requirements	(1-10)	
8	Overall client or other customer satisfaction	(1-10)	
9	Is the contract completed and/or has it been in force for at least one full year?	(Y/N)	Y / N

Printed Name (of Evaluator) _____

Signature (of Evaluator) _____

Thank you for your time and effort in assisting the OHCA in this important endeavor.
Please fax the completed survey to: <<insert Bidder's fax number here #>>

**ATTACHMENT F
MILESTONE SCHEDULE**

The Bidder must complete a draft project milestone schedule that begins on the contract award date through implementation (if applicable) to completion of all work in the RFP. Please note that the CRM inbound call center must be operational by no later than January 1, 2013, but some or all operations may begin as early as October 1, 2012 at the Bidder's option.

Any milestone which is included in the Payment Structure must be shown on the schedule. In general, bidders should include as appropriate and pertinent to the work under the RFP:

- Implementation milestones
- Operations start date(s)
- Periodic enhancements or service changes
- Major contract events such as draft or final documents, completion of survey research, etc.
- Periodic estimated volumes, e.g. members participating after six months, changes in calls handled or authorizations issued through the life of the Contract, etc.

Note: Dates may be shown as calendar date or as days from contract award. No more than one single-sided page may be attached to this page.

Date	Milestone

**ATTACHMENT G
COST PROPOSAL**

	SFY2013	SFY2014	SFY2015	SFY2016	SFY2017
Per Member Per Month for all inbound inquiries					
Per Minute – Outbound Calls					
Per CSR per month rate:					
CSR 1 at OHCA					
CSR 2 at OHCA					
CSR 1 at Contractor’s Location					
CSR 2 at Contractor’s Location					
Implementation Payment Amounts if any (must be associated with a deliverable and the deliverable must be shown on Attachment F): List deliverables below and show corresponding amount in state fiscal year columns					

ATTACHMENT H CLARIFICATION PHASE GUIDE

1. OVERVIEW

- a) The Clarification Phase occurs before Contract Award and is not a negotiation period. Bidders will not be permitted to modify their cost proposals unless OHCA requests scope or requirement changes. The Clarification Phase begins with notification to the best value vendor, and ends with OHCA acceptance of the Pre Award Document. If OHCA is not satisfied during the Clarification Phase, another bidder may be selected (this Bidder would also have to conduct a Clarification Phase).
- b) The Clarification Phase is carried out prior to Contract award. OHCA's objective is to achieve its stated goals within the requirements and with high quality and customer satisfaction. At the end of the project, the OHCA will evaluate the performance of the Bidder based on these factors.
- c) It is the Bidder's responsibility to ensure it understands the scope of the project and clearly identify what it plans to deliver. It is OHCA's responsibility to ensure that it conveys any potential concerns and issues before Contract award.
- d) The Clarification Phase provides the Bidder with an opportunity to identify what is and is not included in its proposal and explain its approach in more detail. The OHCA may accept or reject this proposal or request modifications. The OHCA may also identify additional perceived risks, concerns, and issues which it will require the Bidder to mitigate and manage. The major products of the Pre-Award Period include the scope of the project, the milestone schedule, the Risk Management Plan (RMP), the cost breakout of the project, and the weekly risk report (WRR.) The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Bidder.
- e) In many cases, one of the Bidder's biggest risks to delivery of the project at cost, on schedule and with high satisfaction) is changes in requirements or goals of the client. Therefore, it is in the Bidder's best interest to identify any issues or concerns during this phase. The Bidder should minimize its risk by clear discussion and documentation of scope, requirements, and potential changes.

2. PRE PLANNING AND COORDINATION

- a) OHCA may ask the Bidder to provide supporting documentation for any information in the proposal before the Clarification kickoff.
- b) OHCA may also provide the Bidder with a list of risks identified by the other bidders and any OHCA issues or concerns before or after the kickoff meeting.
- c) The Bidder shall attend a kickoff meeting to present in more detail its proposal and project approach, a cost breakdown and factors affecting cost, the schedule and the risk management plan. The meeting is an opportunity to meet and request input from all participants and stakeholders in Contract success. As part of the kickoff, the Bidder shall:
 - Ensure that the OHCA Project Manager has invited all stakeholders and participants to the meeting; the Bidder shall invite its appropriate employees and any subcontractor employees;
 - Present the scope of its services ("what is in" and "what is out");
 - Present the milestone schedule and risk management plan, including risks and potential mitigation;
 - Identify and seek acceptance of OHCA responsibilities not specified in the RFP;
 - Present the Weekly Risk Report (WRR) format;
 - Request any additional information the Bidder wants;
 - Listen to concerns, issues, and comments from stakeholders;
 - Propose a schedule of additional meetings as needed and submission and acceptance of the Pre Award Document.

- d) Once OHCA indicates acceptance of the proposal approach and other items presented at kickoff, the Bidder shall:
- Visit with any departments, sites, providers, etc. as necessary;
 - Schedule additional meetings or discussions as necessary;
 - Coordinate with the Project Manager;
 - Resolve any concerns and issues related to mitigation, scope or requirements;
 - Finalize the Pre-Award Document.

3. CLARIFICATION SUMMARY MEETING

- a) The Clarification Summary Meeting takes place at the end of the Clarification phase to summarize agreements and documents developed during Clarification. At this point in the process, there should not be extensive discussion or questions if the Bidder has coordinated appropriate with OHCA. All planning, including any modifications requested by OHCA, should be complete.
- b) At the Summary, the bidder shall:
- Present a summary of all coordination and planning done during Clarification
 - Bring its entire team and the draft Pre Award Documents;
 - Emphasize OHCA responsibilities with due dates and requirements
 - Convince OHCA that it has adequately prepared for all risks
 - Complete minutes of this summary which shall be incorporated into the Contract.
- c) OHCA shall indicate its acceptance or rejection of the Pre Award Document shortly after the Summary Meeting and, if accepted, proceed to Contract award. If OHCA requests significant revisions to the Pre Award Document, additional clarification meetings may be necessary and another Pre Award Summary Meeting may be held after revisions are complete. If OHCA rejects the Pre Award Document, OHCA may choose to restart the Clarification Phase with another Bidder.

ATTACHMENT I WEEKLY RISK REPORTING GUIDE

1. OVERVIEW

- a) The Weekly Risk Report (WRR) is a companion to the Risk Management Plan created by the selected Bidder during the Clarification Phase. The WRR allows OHCA to analyze Contract performance based on risk and agreed-upon metrics. The WRR does not substitute for or eliminate other reporting required by the solicitation.
- b) The WRR allows the Contractor to manage and document all risks that occur throughout the life of the Contract. Risk is defined as anything that compromises OHCA objectives, quality, customer satisfaction or impacts the cost or schedule. This includes risks caused by the Contractor or its subcontractors as well as risks caused by OHCA, e.g. program changes, changes in federal or state requirements, etc.
- c) The WRR will be used by OHCA in part to evaluate the Contractor's performance during and at conclusion of the Contract.

2. SUBMISSION

- a) The Bidder shall submit the WRR as a Microsoft Excel file attached to an email on the Friday of every week during the entire Contract period.
- b) Naming convention: The WRR is named using the date and name of the project; for example, the WRR for the "CRM" submitted on Friday, March 1, 2012 would be named "120301_CRM".
- c) The WRR is emailed to both the OHCA Program Monitor and the OHCA Contract Coordinator and any other parties requested by OHCA.

3. WRR CONTENT

- a) The WRR includes scope changes, requirements changes, or unforeseen events that are risks to the Project. It should also include any issues that may potentially become a risk. When a new issue is identified, it is added to the project risks along with date the risk was identified, the plan to minimize the risk, the resolution due date and/or actual date, and the known or potential impact of the risk in terms of quality, cost, satisfaction, or objectives.
- b) Before submitting the WRR, the Contractor should contact the OHCA Program Monitor if a new risk or potential risk is identified to discuss the resolution plan.
- c) The Program Monitor and Contract Coordinator will rate their satisfaction with the risk mitigation on a scale of 1-10 where 10 represents "completely satisfied" and 1 represents "completely unsatisfied". The Monitor and Coordinator may modify their ratings at any time throughout the project.
- d) The WRR shall also show the original milestone schedule, the current milestone schedule, and any schedule impact of new risks identified.