

OKLAHOMA HEALTH CARE AUTHORITY



REQUEST FOR PROPOSAL FOR

Radiology Management Program Services

CONTRACT COORDINATOR

Amy Bradt

E-MAIL

Amy.Bradt@okhca.org

TENTATIVE RFP SCHEDULE

All dates are estimates and subject to change. See the Proposal Cover Page (Form 1 in the Form Package) and any amendments for official due dates.

ACTIVITY	DATE (All 2013)
RFP available on OHCA website/email vendors	Tuesday, March 19
PIPS Questions Teleconference (optional)	Tuesday, March 26
RFP Questions Due by 5pm CDT	Wednesday, April 3
RFP answers available on website	Wednesday, April 10
Proposals Due to OHCA by 3pm CDT	Wednesday, April 17
Bidder notified if invited to interview	Wednesday, April 23
Interviews at OHCA for Selected Bidder(s)	Tuesday, May 7
Bidder invited to Clarification	Monday, May 13
Clarification Kickoff	Monday, June 3
Award of Contract	Monday, July 1
Operations Begin (if applicable)	Friday, November 1

RFP OBJECTIVES

OHCA is issuing this Request for Proposal (RFP) for the services of a vendor for the provision of a Radiology Management Program (RMP). The objectives of this RFP are to:

1. Improve health care outcomes by ensuring members receive the most clinically appropriate advanced imaging services;
2. Realize cost savings through the appropriate utilization of these services;
3. Improve the knowledge of SoonerCare-contracted health care providers about appropriate utilization of these services;
4. Maximize provider and member satisfaction with the utilization management program and minimize appeals of service denials to OHCA.

OVERVIEW

Oklahoma Health Care Authority (OHCA):

OHCA is the state agency that administers the Oklahoma Medicaid Program, known as SoonerCare. Medicaid is a federal and state entitlement program that provides funding for medical benefits to low-income 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 of Medicare and Medicaid Services (CMS) within the Department of Health and Human Services (HHS). CMS establishes and monitors certain requirements concerning funding, eligibility standards and quality and scope of medical services. States have the flexibility to determine some aspects of their own programs, such as setting provider reimbursement rates and the broadening of the eligibility requirements and benefits offered within certain federal parameters.

Program Specific Information:

The Radiology Management Program is responsible for developing and implementing a program that ensures radiology benefits are utilized appropriately. This includes Prior Authorization (PA) of advanced imaging services defined as Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Computerized Tomography (CT), Computerized Tomography Angiography (CTA), and Positron Emission Tomography (PET) provided through freestanding diagnostic facilities and outpatient hospital clinics. Current Procedural Terminology (CPT) codes included in this program are shown in the Bidder's Library.

The populations currently served by this program are:

1. SoonerCare Traditional (FFS)
2. SoonerCare Choice (Medical Home)
3. Insure OK Individual Plan (IO IP)

(Please see the Bidder's Library for more information about these populations)

SECTION A: SCOPE OF WORK AND REQUIREMENTS

A.1 SCOPE OF WORK

The Contractor shall:

1. Operate a Radiology Management Program in accordance with the RFP objectives which shall include:
 - a. Review and approval/denial of requests for services based on OHCA policy and the Contractor's standard criteria and protocols;
 - b. Verification of member and provider eligibility before approving requests;
 - c. Direct entry or electronic file transfer of authorizations, cancellations and denials to the MMIS;
 - d. Written notification to members and providers of the approval or denial of their request; this can be triggered automatically when the authorization is entered into the MMIS or the Contractor may use its own process;
 - e. user-friendly method(s) for both members and providers to submit requests for service and find information about the status of those requests; OHCA anticipates that the Contractor will provide a call center for members and providers as well as other methods;
 - f. User-friendly method(s) for inquiries and complaints from both members and providers; and
 - g. A formal quality control process.
2. Improve providers' knowledge of and incentives to use appropriate radiology services which shall include:
 - a. Informal peer-to-peer discussion with providers about denial of services;
 - b. Formal provider education opportunities;
 - c. Retrospective review a statistically significant number of claims each year including any recommendation to recoup or reduce payment and instruction to the provider about why the claim is inappropriate or incorrect;
 - d. At the Contractor's option, a "preferred provider" process which allows providers who meet certain criteria to use a streamlined approval process;
 - e. Other provider education activities proposed by the Contractor.
3. Provide recommendations to OHCA about utilization management, provider education, new technologies, claims edit or review, and other actions to assist in achieving the RFP Objectives.

A.2 OHCA RESPONSIBILITIES

OHCA shall:

1. Designate an OHCA employee to serve as Program Monitor (PM) who will be the primary contact for the Contractor;
2. Provide the Contractor access to the MMIS for its employees and/or cooperate with the Contractor to establish an electronic file transfer process;
3. Provide information on OHCA policy, eligibility, and other information requested by the Contractor;
4. Review the criteria and protocols proposed by the Contractor for any conflict with OHCA standards or policies;

5. Perform additional activities proposed by the Contractor and acceptable to OHCA.

A.3 STAFFING REQUIREMENTS

The Contractor shall provide:

1. A Project Director (PD) with day to day responsibility for the services required under this RFP; this Project Director does not have to be permanently located in Oklahoma City, but must be regularly present in Oklahoma City during implementation of this program and must attend a quarterly update meeting in Oklahoma City; the PD does not have to be devoted full-time to this Program, but must adequately perform the required responsibilities;
2. A quality assurance officer (QAO) who may also be the PD if desired;
3. An information technology lead responsible for the Contractor's access to the MMIS and/or establishing and maintaining electronic file transfer with OHCA;
4. An adequate number of physician reviewers who are Board certified Radiologists to;
 - a. Review and agree to the denial of any service under this Program;
 - b. Participate in provider education;
 - c. Serve as expert witnesses in an administrative hearing or court proceeding related to a denial of service under this Program;
 - d. Serve occasionally as clinical resources for OHCA medical staff;
5. A single contact for OHCA legal staff who need information about a denial of service; this may be the PD if desired;
6. All other staff necessary to perform the work under this RFP.

A.4 OPERATING REQUIREMENTS

The Contractor shall:

1. Be available to receive requests for service, answer inquiries, and provide information to providers and members during normal Oklahoma business hours; and
2. Meet the needs of non-English speaking and hearing-impaired members.

A.5 SYSTEM REQUIREMENTS

1. If the Contractor chooses to directly access OHCA's Medicaid Management Information System (MMIS), the Contractor shall comply with access requirements, hardware, and software requirements as shown in the RFP Library.
2. If the Contractor requests OHCA to transfer member information to it electronically, the Contractor shall comply with electronic file transfer specifications shown in the RFP Library.
3. Hardware and software for the Contractor's information systems, and all other electronic communication must be sufficient to meet the service and reporting requirements of this RFP and acceptable to OHCA.
4. Contractor shall not require any changes or modifications to OHCA's Medicaid Management Information System (MMIS).
5. Contractor shall provide encrypted e-mail communication when PHI is transmitted to OHCA. No direct connection or Virtual Private Network

(VPN) to OHCA will be used for this purpose nor will OHCA use individual e-mail certificates for its staff. Such encrypted e-mail will require a X.509 certificate that can be collected by the existing OHCA e-mail encryption system, so that e-mails can be decrypted automatically by OHCA. OHCA shall provide no additional hardware/software to the Contractor for this purpose nor accept any Contractor provided hardware/software.
(See Bidder's Library for more information on Infrastructure Requirements)

A.6 REPORTING REQUIREMENTS

The Contractor shall submit:

1. Weekly Risk Reports (See Bidder's Library for more Information)
2. Other reports as proposed by the Contractor and acceptable to OHCA

A.7 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 in Contractor's possession that is critical to the operation of services;
 - c. Transfer of all data in a usable format to OHCA; and,
 - d. 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.8 DISASTER RECOVERY PLAN

Because of the critical nature of the RMP 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 PAYMENT STRUCTURE

In consideration for the satisfactory performance of the services under this Contract, OHCA shall pay Contractor according to the following at the applicable amounts shown on the Contractor's Price Proposal (See Form-10):

1. Implementation Payments

OHCA shall reimburse Contractor a fixed amount for implementation costs as shown on Form 10 on completion of an associated milestone shown on Form 9. No implementation payments shall be made for any other reason than the completion of a milestone shown on Form 9.

2. Monthly Fixed Payment for All Program Costs

OHCA shall reimburse Contractor a fixed amount per month in arrears to cover all costs necessary to perform all the work under this RFP. The fixed amount per month shall be the amount shown on Contractor's cost proposal (Form 10) for the corresponding number of members covered by the RMP as shown on the OHCA **Total Enrollment** Fast Facts for the previous month which can be found at:

<http://www.okhca.org/research.aspx?id=87&parts=7447&parts=7447>.

Currently, the total number of members in the RMP is Total Enrollment minus (Insure Oklahoma ESI members + Dual Eligibles + SoonerPlan). OHCA shall make no other payments to the Contractor for the work under this RFP.

3. Budget

The budget for this RFP is \$1.8 million for the period November 1, 2013 through June 30, 2014, inclusive of any implementation payments proposed by the Contractor. The budget is \$1.95 million for the period July 1, 2014 through June 30, 2015. Bidders may assume that the budget for subsequent fiscal years will stay constant at about this same amount with increases only for additional members as specified on the cost proposal (Form 10). 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 written amendment, but will be completed by notification to Contractor and OHCA issuance of a change order for the new amount.

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:
 - a. Assuming that the Bidder is the expert, not OHCA;
 - b. Relying on the Bidder to determine how to achieve OHCA's objectives and define and deliver the required project or program;
 - c. Minimizing the time that Bidders and OHCA need to spend on the Selection Phase of the process;
 - d. 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;

- e. Requiring the successful Bidder to develop its own detailed scope of work for incorporation into the Contract during the Clarification period;
 - f. Providing the successful Bidder full control of the project to achieve objectives and minimize risk and deviations outside its control; and,
 - g. 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 Clarification Phase 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 QUESTION SESSION FOR BIDDERS

The PIPS process may be different than proposal processes the Bidder has used in the past. OHCA strongly recommends that Bidders carefully review the PIPS Training PowerPoint document available in the RFP Library, as well as Sections B and C of this RFP and the required proposal forms and instructions. A non-mandatory teleconference for questions about the PIPS process will be held at the date and time shown in the "Tentative Schedule". The "Tentative Schedule" along with the Contract Coordinator's name and e-mail address may be found on the RFP Cover Page. Please send an email to the Contract Coordinator to request a call-in number if you wish to participate. The purpose of the session is to discuss the PIPS best value 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 electronically to OHCA by the date and time specified on the RFP Cover Page. The electronic submission shall include the forms provided in the Forms Package as an attachment in Microsoft Word or Adobe PDF. The subject line of the email shall include the solicitation number

for this RFP, 8070000526. 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 Forms Package 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:
 - a. Proposal Cover Page with any Certification Exceptions (See Form-1)
 - b. Checklist (See Form-2)
 - c. Project Capability Plan (See Form-3)
 - d. Risk Assessment Plan (See Form-4)
 - e. Value Added Plan (see Form-5)
 - f. Past Performance Narrative (See Form-6)
 - g. Past Performance Reference List/Scoresheet (See Form-7)
 - h. Past Performance Survey Questionnaire (See Form-8)
 - i. Milestone Schedule (See Form-9)
 - j. Contractor’s Price Proposal Form (See Form-10)
 - k. 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 (See Form-3)
 - b. the Risk Assessment Plan (See Form-4)
 - c. the Value Added Plan (See Form-5)
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 how it will design and manage the project.
- 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. The Bidder must use the forms provided and submit these forms without modification, illustrations, color, etc. but may not exceed two pages each for the Project Capability Plan (Form-3), Risk Assessment Plan (Form-4), and Value Added Plan (Form-5). Each form includes one “table” which must be used for each item. Bidders may copy the table as many times as necessary as long as they don’t exceed two pages total on each plan. On each the three plans, the items should be prioritized in order of importance.
 - b. 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.
 - c. 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. OHCA may, at its discretion, redact text from the PCS if it believes that the text may cause Evaluators to identify a particular Bidder.
 - d. None of the PCS plans may include the proposed cost that Bidder has identified on the Contractor’s Pricing Proposal Form (Form-10).

B.5 PROJECT CAPABILITY PLAN (FORM-3)

The Project Capability Plan allows each Bidder to state and differentiate its capabilities to meet the objectives, requirements as well as time and cost goals 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. The Bidder may also use this plan to highlight innovative or distinctive features of its approach to the project and provide dominant information about how these features have been successful on other projects. Use verifiable performance measurements and clear, non-technical language.

Project Capability Example:

Project Capability Claim:	<i>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.</i>
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Documented Performance:	<i>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. Additional documentation and references will be supplied on request.</i>
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B.6 RISK ASSESSMENT PLAN (FORM-4)

The Bidder should list and prioritize major risk items that the Bidder does NOT control 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 or within the Bidder's control. 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 and manage the risks. This plan should also include supporting information documenting the success of the risk management/mitigation approach. 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, quality or other measures.

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>

B.7 VALUE ADDED PLAN (FORM-5)

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 including removal of requirements. 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:
 - a. what OHCA may have excluded or omitted from its scope
 - b. where a requirement or task in the scope is unnecessary or counter productive
 - c. how adding the item or eliminating an item or requirement will contribute to OHCA's achievement of its goals and/or reduce cost
 - d. 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.

Value Added Example:

Item Claim:	<i>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 :	<u>\$1000 per session</u>
Schedule Impact :	<u>none</u>

B.8 PAST PERFORMANCE - NARRATIVE (FORM-6)

Bidders must complete the past performance narrative Form-6. This section of the proposal is obviously not anonymous and will be evaluated separately. Bidders may add lines to this section of the form if they are proposing more than one subcontractor.

1. The Bidder must list the individuals who are proposed to perform the work under this RFP, and any subcontractors as below. The individuals listed in this section and interviewed (see C.2) must be those who will actually do the work if the Contract is awarded to the Bidder. Substitutions after award will generally not be allowed except in unusual circumstances. 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. The Bidder's Proposed Quality Assurance Officer if different from the Project Director (individual);
 - d. The Bidder's Proposed Information Technology Lead;
 - e. Any subcontractors responsible for work totaling over 35% of the total

value of this RFP (hereinafter a “major subcontractor”) proposed by the Bidder (entity);

- f. Any proposed major subcontractor’s project lead (individual).
2. Bidders must also answer the two questions on Form-6 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 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 (FORM-7)

1. One Reference List/Information Score Sheet (Form-7) is required for each entity/individual listed on Form 6. 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 Survey Questionnaires (Form-8) obtained from clients (see Form-7 and Section B.10 below.)

B.10 PAST PERFORMANCE - SURVEY QUESTIONNAIRE (FORM-8)

1. A separate Survey Questionnaire (Form-8) is required for each reference and for each entity or individual. 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 (Form-7). 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 (Form-8) together with the appropriate Reference List/Score Sheet (Form-7) 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

A. For the purposes of competitive bid,

1. In accordance with 74 O.S. §85.22, the person whose signature appears on this proposal states that he or she is an authorized agent of the Bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and state officials or employees, as well as facts pertaining to the giving of things of value to government personnel in return for special consideration in the awarding of any contract pursuant to said bid.

2. They are fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid and
3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:
 - a. To any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. To any collusion with any state official or employee as to quantity, quality or price in the prospective contract or as to any other terms of such prospective contract nor
 - c. In any discussions with any state official or employee concerning exchange of money or other thing of value for special consideration the awarding of a contract.
- B. Also certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in obtaining the contract herein.
- C. By submitting a response to this solicitation, the Bidder and any proposed subcontractor(s) to the best of their knowledge and belief certify that:
 1. In accordance with 74 O. S. §85.42, no person who has been involved in any manner in the development of this bid while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided under the contract resulting from this bid;
 2. In accordance with 74 O. S. §85.41 if this contract is for professional services as defined in 74 O. S. §85.2 and the final product is a written proposal, report, or study, the Contractor has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product detailed in this solicitation;
 3. It/they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 4. It/they 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;
 5. It/they 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 the previous paragraph; and
 6. It/they 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.

D. 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

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 and in accordance with the “best value” determination as defined in 74 O.S. § 85.2.

		Value
Form-1	Proposal Cover Page	Pass/Fail
Form-2	Checklist	Pass/Fail
Form-3	Project Capability Plan	15
Form-4	Risk Assessment Plan	17
Form-5	Value Added Plan	8
Form-6	Past Performance Narrative	Pass/Fail
Form-7	Past Performance Survey Questionnaire	15
	Interviews	25
Form-9	Milestone Schedule	Pass/Fail
Form-10	Contractor’s Cost Proposal	20
	TOTAL	100

If the Bidder has completed at least one year of a contract with OHCA which was awarded based on best value, the 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 a performance evaluation prepared by OHCA.

Past performance information provided in regard to any subcontractor proposed by a Bidder will be utilized by OHCA to approve the subcontractor, but will not be scored in the evaluation phase.

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. Interviews will be non-technical and will focus on the Bidder's plans for the project and the capabilities and understanding of the organization and individuals. Individuals being interviewed are encouraged to provide a one-page resume highlighting their experience and accomplishments. OHCA may interview key personnel, including:
 - a. The Bidder's Proposed Project Director;
 - b. The Bidder's Proposed Quality Assurance Officer (if different from the Project Director); and
 - c. The Bidder's Proposed Information Technology lead;If the Bidder plans to use a subcontractor in one of the key positions identified above, the subcontractor's employee may be interviewed.
2. 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 Contract Coordinator listed on the RFP Cover Sheet.
3. 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.
4. OHCA may request additional information from Bidders prior or subsequent to interviews.

C.3 CLARIFICATION PHASE

1. OVERVIEW

OHCA will invite the selected Bidder to proceed to the Clarification Phase. Being invited to clarification does not constitute or guarantee contract award. Either OHCA or the selected Bidder may discontinue the clarification phase at any time. If the clarification phase is discontinued by either party, OHCA may proceed to another Bidder for clarification. All proceedings remain confidential during the Clarification Phase and no information will be provided to other Bidders until Contract Award.

The Clarification Phase is an opportunity for the Bidder to present its plan in greater detail and develop its contract document. It is not a negotiation period and the Bidder cannot modify its cost proposal unless OHCA and the Bidder agree to scope or requirement changes. OHCA and the Bidder may also discuss and approve Value Added Options during the Clarification Phase as desired.

The Clarification Phase begins with the Kick-Off Meeting and ends with OHCA acceptance of the Pre Award Document. OHCA may ask the Bidder to provide supporting documentation for any information in the proposal before the Kick-Off Meeting or at any time during Clarification. Clarification may

also include other meetings and teleconferences as needed. At the end of the Clarification phase, the Bidder shall submit a Pre-Award Document which is incorporated into the Contract.

2. CLARIFICATION KICK-OFF MEETING

- a. OHCA may provide the Bidder with a list of risks identified by the other bidders and any OHCA issues or concerns before or after the Kick-off Meeting.
- b. 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.
- c. At the Kickoff Meeting the Bidder's proposed Project Director presents that Bidder's plan in detail. This presentation should NOT include marketing or sales material. Bidder or subcontractor staff who will work directly on this project may participate as well. The Bidder may include the person to whom the Project Director reports or one other executive/financial decision maker if necessary, but no more than one individual. The kickoff presentation shall include:
 - i. Detailed scope and project approach, including key features of the plan, how the Bidder will meet RFP objectives and requirements, and other clarifying information;
 - ii. Any additional OHCA responsibilities proposed by the Bidder;
 - iii. A risk management plan including risk and potential mitigation;
 - iv. Any revisions to the milestone schedule provided in the proposal;
 - v. A financial summary of the project with cost breakouts and sensitivities; it is particularly important that the Bidder make clear what is included in its price proposal and what is not included and those assumptions that are critical to the Bidder's cost proposal;
 - vi. A change management process for how the Bidder and OHCA will identify and approve necessary changes in the project and negotiate cost increases or decreases associated with those changes;
 - vii. The Bidder's plan for the Clarification period including a timetable, plans for additional meetings, or teleconferences, submission of the pre-award document and a possible summary meeting.
- d. The Bidder and the OHCA Project Manager should ensure that all key participants and stakeholders necessary for the success of the Contract are present during Clarification Kickoff or have the opportunity for input at some point in this phase.

3. CLARIFICATION SUMMARY MEETING

Once OHCA indicates acceptance of the proposal approach and other items presented at the Kick-off Meeting and in any subsequent meetings, OHCA may request a Clarification Summary Meeting. This 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 appropriately with OHCA.

Prior to the Clarification Summary Meeting the Bidder should:

- Complete all planning, including any modifications requested by OHCA;
- Visit with any departments, sites, providers, etc. as necessary;
- Schedule additional meetings or discussions as necessary;
- Coordinate with the OHCA Program Monitor and Contract Coordinator;
- Resolve any concerns and issues related to mitigation, scope or requirements;
- Draft the Pre-Award Document.

At the Clarification Summary Meeting, the Bidder should:

- 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;

4. PRE-AWARD DOCUMENT

- a. The RFP, the Bidder's proposal, the Pre-Award Document, and the purchase order issued by OHCA constitute the contract. The hierarchy of documents can be found in in Section D.4.
- b. The Pre-Award Document should summarize things that have already been discussed during Clarification; it is not intended for new ideas or new terms and conditions that have not already been discussed with OHCA. If something new comes up during development of the document, schedule a meeting or phone call with OHCA to discuss first.
- c. The document should include the following:
 - i. Detailed scope and project approach as discussed during Clarification;
 - ii. Any additional OHCA responsibilities proposed by the Bidder and accepted by OHCA during Clarification;
 - iii. A detailed risk management plan;
 - iv. Any revisions to the milestone schedule provided in the proposal;
 - v. A list of Value Added options accepted by OHCA with impact to cost and schedule;
 - vi. Any agreed-upon scope or requirements changes agreed to by OHCA and the Bidder during Clarification with the impact to cost and schedule;
 - vii. 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;
 - viii. The change management process agreed to with OHCA with parameters for price changes if necessary;
 - ix. The Weekly Risk Report format in Microsoft Excel and associated performance metrics (if applicable);
 - x. Final formats and submission dates and methods for any other required

reporting.

- d. The Bidder should not repeat things that are already in the RFP or the Project Capability Submittal, etc. – these things are already part of the contract.
- e. Use language appropriate for a contract and terms that are already found in the RFP – OHCA, Contractor, other abbreviations and defined terms, etc.
- f. OHCA shall indicate its acceptance or rejection of the Pre-Award Document 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 restart the Clarification Phase with another Bidder.

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 when the Bidder imposes terms or conditions that would modify requirements of the solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

C.7 AWARD OF CONTRACT

1. OHCA will notify the Bidder chosen for Contract Award and will send the Bidder a signed Purchase Order and written acceptance of the Pre-Award Document. No work under the Contract should begin before receipt of the Purchase Order.
2. The selected Bidder is encouraged to begin the process of registration with the Oklahoma Office of Management and Enterprise Services (OMES) – Central Purchasing Division (CPD) at the start of the Clarification period as it may take several weeks to complete. Registration is required prior to contract award and prior to each renewal of an award. Once registered, vendors are automatically notified of bidding opportunities in the categories for which they register. There is an annual fee of \$25 per product family/category. Registration may be done online by using the following link
http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html.
3. The selected Bidder is also encouraged to begin registration with the Secretary of State at the start of the Clarification Phase. In accordance with 74 Okla. Stat. §85.5 N., the Contractor must register with the Secretary of State prior to contract award or must provide a signed statement that provides specific details supporting the exemption the Contractor is claiming. {www.sos.state.ok.us or (405) 521-3911}.

4. Prior to contract award, the selected Bidder is required to provide a certificate of insurance showing proof of compliance with the Worker's Compensation Act or a signed statement providing specific details supporting an exemption 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).
5. 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.

C.8 DEBRIEFING

Bidders may request copies of proposals and evaluation and award materials after the Contract has been awarded. Due to limited staff time, 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 Office of Management & Enterprise Services 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) 2 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) 4 and 5.

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

This Contract shall begin on November 1, 2013 and terminate on June 30, 2019. 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. If OHCA does not intend to issue a change order for the new fiscal year, it will notify the Contractor under the provisions of D.14.

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) This RFP including any amendments to the RFP
 - 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 RFP or applicable law.
3. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the RFP, and both the Contract award documents and the RFP 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 any claim for providing such service to OHCA, the SA&I (State Auditor & Inspector), CPD (Office of State Finance – Central Purchasing Division), the GAO (General Accounting Office), MFCU (Oklahoma Attorney General’s Medicaid Fraud Unit), and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) for seven years from the date of service 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 OHCA, SA&I, CPD, GAO, MFCU, and the Secretary shall have the right to make physical inspection of the Contractor’s location or facility 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.
5. Pursuant to 74 O. S. § 85.41, OHCA, CPD, and the SA&I shall have the right to examine the Contractor’s books, records, documents, accounting procedures, practices, or any other items relevant to this contract. OHCA shall allow for the inspection of public records in accordance with the provisions of the Oklahoma Open Records Act 51 O.S. §§24A. 1-29.

D.7 CONFIDENTIALITY

1. Contractor(s) agrees that SoonerCare member information is confidential and is not to be released to the general public under 42 U. S. C. §1396a(a)(7), 42 C. F. R. §431:300-306 and 63 O. S. §5018. Contractor(s) agrees not to release the information governed by these SoonerCare member requirements to any other state agency or public citizen without the approval of OHCA.
2. 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.

3. Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C. F. R. §§160 - 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 U. S. C. §§1320d et. seq.
4. Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to OHCA Privacy and Confidentiality Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract.
5. Contractor agrees to report potential known violations of 21 O. S. §1953 to OHCA Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
6. Contractor shall, following the discovery of a breach of unsecured PHI (Protected Health Information) as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify OHCA of such breach pursuant to the terms of 45 C. F. R. §164.410 and cooperate in 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.
7. Contractor shall report to 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.

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 regarding (i) federal Medicaid statutes and regulations, (ii) state Medicaid statutes and rules, and (iii) state statutes and rules governing practice of health-care professions. The parties shall be mutually bound by such changes.
2. The Contractor shall comply and certifies compliance with:
 - a. the Age Discrimination in Employment Act, 29 U. S. C. §621 et seq.;
 - b. the Rehabilitation Act, 29 U. S. C. §701 et seq.;
 - c. the Federal Drug-Free Workplace Act, 41 U. S. C. §701 et seq.;
 - d. Subchapters XIX and XXI of the Social Security Act, 42 U. S. C. §1396 et seq.;
 - e. Titles VI and VII of the Civil Rights Act, 42 U. S. C. §§2000(d) et seq. and §§2000(e) et seq.;
 - f. the Age Discrimination in Federally Assisted Programs, 42 U. S. C. §6101 et seq.;
 - g. Equal Opportunity for Individuals with Disabilities 42 U. S. C. §12101 et seq.;
 - h. the Oklahoma Worker's Compensation Act, 85 O. S. §1 et seq.;
 - i. the Fair Labor Standards Act, 29 U. S. C. §201 et seq.;
 - j. the Equal Pay Act, 29 U. S. C. §206(b)
 - k. the Vietnam Era Veterans Re-adjustment Act, 38 U. S. C. §4212;
 - l. 31 U. S. C. §1352 and 45 C. F. R. §93.100 et seq., which (1) prohibit use of federal funds paid under this 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 age, race, color, religion, sex, or national origin;
 - n. 45 C. F. R. §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
 - o. 74 O. S. §85.44(B) and (C) and 45 C. F. R. §74.34 with regard to equipment (as defined by 2 C.F.R. §220, §225, or §230 as applicable to the Bidder's entity) purchased with monies received from OHCA pursuant to this Contract; and
 - p. the Anti-Kickback Act; 41 U. S. C. §8701 - 8707, which prohibits any person from providing or attempting to provide or offering to provide any kickback;
 - q. Federal False Claims Act, 31 U. S. C. §3729-3733 and the Administrative Remedies for False Claims Statements 31 U. S. C. §3801.
 - r. Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O. S. §1313 and participates in the Status Verification System. The Status Verification system is defined at 25 O. S. §1312 and includes but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

3. The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.
4. All questions pertaining to validity, interpretation and administration of this Contract shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.
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.
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.

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 CONTRACT COMPLIANCE AND PENALTIES

Substantial elements of this contract are performance-based and require the Contractor to meet specific standards or metrics. The Contractor's performance may be assessed by such means as written reports, oral communication, onsite visits, audit, and data analysis.

OHCA and Contractor shall establish performance standards for this contract based on Contractor's proposal and OHCA needs. If Contractor fails to meet these standards or fails to meet any other contract requirements, OHCA will contact Contractor to discuss the issues. OHCA may request the Contractor to prepare and submit for approval a Corrective Action Plan (CAP) for identified issues.

The CAP shall clearly specify which paragraphs in the contract describe the affected work, the performance deficiencies, and identify specific actions to be performed by the Contractor to correct the performance. Contractor shall implement the CAP within the time frame specified by OHCA. Failure to resolve the issue may result in additional action by the OHCA, including withholding or reduction of Contractor reimbursement or contract action, up to and including termination.

D.16 FORCE MAJEURE

Neither the Contractor(s) nor OHCA shall be liable for any damages or excess costs for failure to perform their contract responsibilities if such failure arises from causes beyond the reasonable control and without fault or negligence by the Contractor(s) or OHCA. Such causes may include, but are not limited to, catastrophic events or acts of God. In all cases, the failure to perform must be beyond the reasonable control of, and without fault or negligence of, either party. Within 24 hours of the occurrence of such an event, the Contractor(s) shall initiate disaster recovery and/or back up procedures to provide alternate services. The Contractor(s) shall notify OHCA prior to initiation of alternate services as to the extent of the disaster and/or emergency and the expected duration of alternate services within 24 hours of onset of the problem.

D.17 LICENSURE

Contractor shall ensure that its employees and persons who engage in health care shall maintain all licenses, certifications, and permits required for such activities during the term of this Contract. Should such an employee or person's license, certification, or permit to engage in health care be modified, suspended, revoked,

or in any other way impaired, Contractor shall ensure that the terms of such action are followed.