

OKLAHOMA HEALTH CARE AUTHORITY



REQUEST FOR PROPOSALS FOR CARE COORDINATION FOR MEDICARE/MEDICAID DUAL ELIGIBLE MEMBERS

CONTRACT COORDINATOR
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TENTATIVE RFP SCHEDULE

All dates are estimates and subject to change. See the Proposal Cover Page (Form 2 in the Form Package) and any amendments for official due dates.

ACTIVITY	DATE
RFP available on OHCA website/email vendors	June 19, 2013
RFP Library available on website	June 19, 2013
Letter of Interest Due at 3:00 PM Central Time	July 3, 2013
PIPS Discussion Session	July 13, 2013
RFP Questions Due at 3:00 PM Central Time	July 17, 2013
RFP answers available on website	July 21, 2013
Proposals Due to OHCA by 3:00 PM Central Time	August 7, 2013
Interviews at OHCA for Selected Bidder(s)	August 26, 2013
Bidder invited to Clarification	September 3, 2013
Clarification Kickoff Meeting	September 16, 2013
Award of Contract(s)	November 1, 2013
Program(s) begin operations	January 1, 2014

RFP OBJECTIVES

OHCA is issuing this Request for Proposal (RFP) for the services of one or more vendors to develop and operate care coordination programs for individuals receiving health care benefits from both Medicare and Oklahoma Medicaid Program (hereinafter referred to as SoonerCare). These individuals are often referred to as “full-benefit” dually eligible Members or dual enrollees (hereinafter referred to as Members, when used in the lower case, i.e. “member”, this term refers to any individual receiving benefits from any SoonerCare program.). The program is known as SoonerCare Silver and its aim is to improve the integration of care for Members eligible for both Medicare and SoonerCare.

The SoonerCare Silver Program shall:

1. Improve Members’ health outcomes;
2. Reduce costs and duplication of services for Members;
3. Improve care management, access to needed services, and efficiencies;
4. Integrate a comprehensive range of services; and
5. Effectively navigate the two separate health care benefit programs.

OVERVIEW

OHCA:

OHCA is the state agency that administers SoonerCare. SoonerCare 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. SoonerCare guarantees coverage for basic health and long-term care services based upon income and/or resources. 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. Medicare is a federally-administered program that provides health care benefits to individuals 65 years of age and older. Members receive primary benefits from Medicare with SoonerCare paying for most premium and cost-sharing requirements and some additional services.

SoonerCare Silver:

OHCA submitted a demonstration proposal to the Centers for Medicare and Medicaid Services (CMS) to develop and operate new programs to integrate services for Members. This proposal included a pilot effort at the University of Oklahoma School of Community Medicine, a comprehensive Integrated Care Sites model similar to the existing Program of All Inclusive Care for the Elderly (PACE) model, and a new care coordination program, SoonerCare Silver. This RFP is to solicit vendors who wish to operate SoonerCare Silver programs. OHCA has received approval to proceed with the SoonerCare Silver and ICS demonstrations. For the proposal and other information about SoonerCare Silver, please see the RFP Library at <http://www.okhca.org/about.aspx?id=14900>

OHCA and its partners operate multiple care coordination efforts (such as OHCA’s Medical Home, and Health Management Programs) for the Oklahoma Medicaid population, but none of these currently serve Members. Oklahoma has two multi-payer care coordination programs that do serve Members; this is the CMS’ Comprehensive Primary Care Initiative (CPCI) and the Tulsa’s Health Innovation Zone (THIZ) that operates in and around the Tulsa Metropolitan Area. For more information on these

existing care coordination efforts, CPCI and THIZ, please see the RFP Library.

OHCA requests proposal to coordinate care for any and all Members who receive a comprehensive benefits package from Medicare and SoonerCare. The “full-benefit” concept does not include individuals who are categorized as Q1 (Qualifying Individuals) or SLMB (Specified Low-Income Medicare Beneficiary). OHCA has about 108,000 SoonerCare members who are also enrolled in Medicare; our estimate is that about 70,000 are Members. Members who participate in a PACE or ICS program would not be eligible for SoonerCare Silver. Additional information about OHCA Members can be found in the OHCA Fast Facts at <http://okhca.org/research.aspx?id=87&parts=7447>.

OHCA may award multiple contracts under this RFP. Bidders may propose either statewide or regional programs. Bidders may also propose to serve all Members in a geographic area or may target Members with a particular health condition or other defining characteristic; for example, a program could target individuals with end-stage renal disease, American Indian Members, or individuals who are older than 80. Please note that OHCA is unlikely to consider a proposal for a regional program for the Tulsa Metropolitan Area because of the ongoing CPCI and THIZ.

Bidders are asked to submit a non-binding Letter of Interest by the date specified on the RFP Cover Sheet indicating the type of program they would like to develop. Bidders who submit the Letter of Interest will be considered for inclusion in OHCA’s proposal to CMS for implementation funding for the SoonerCare Silver program. Bidders who do not submit the Letter of Interest may submit proposals, but will not be considered for implementation funding.

SECTION A: SCOPE OF WORK AND REQUIREMENTS

A.1 SCOPE OF WORK

The Contractor shall:

1. Develop and operate a comprehensive care coordination program (Program) in accordance with the RFP objectives and the OHCA Dual Eligibles Care Coordination Proposal submitted to CMS (see RFP Library);
2. Define eligibility and recruit Members for the Program based on geographic area and/or targeted to specific health status, disease, or other criteria;
3. Provide services and care coordination appropriate for targeted Members; OHCA anticipates that the Contractor will provide services similar to those established for OHCA’s medical home program (see RFP Library);
4. Use an interdisciplinary care team to develop individual Member action plans, deliver services, and achieve positive health outcomes; and
5. Collect and supply all required data to OHCA and CMS and execute required Medicare and other data sharing agreements with CMS.

A.2 OHCA RESPONSIBILITIES

OHCA shall:

1. Designate an OHCA employee to serve as Program Monitor (PM) and an employee to serve as Contractor Coordinator (CC) who will be the Contractor’s primary contacts; the PM and CC shall assist the Contractor in obtaining necessary data and information from OHCA, serve as Contractor’s

- liaison to CMS for the Program, monitor Program success, and ensure compliance with OHCA and CMS requirements;
2. Provide Member eligibility, provider, claims and other data and information necessary to develop and operate the Program subject to availability, system requirements and reasonable access;
 3. Promote SoonerCare Silver programs to eligible members and Sooner Care/Medicare providers;
 4. Provide Contractor with results of ongoing evaluations such as quality measures, participant and provider satisfaction surveys and cost savings information; and
 5. Perform additional activities proposed by the Contractor and acceptable to OHCA.

A.3 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 Contract; and
2. Provide sufficient staff to operate the Contractor's Program; OHCA anticipates that the Contractor will use staff similar to the following:
 - a. Care Coordinator;
 - b. Social Services Coordinator;
 - c. Nurse Case Manager;
 - d. Behavioral Health Specialist; and
 - e. Administrative and financial personnel.

A.4 SYSTEM REQUIREMENTS

The Contractor shall:

1. 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;
2. Maintain a secure system with the ability to encrypt and decrypt files for electronic transmission that meets OHCA requirements shown in the RFP Library;
3. Import and export data for utilization and analysis in a format that meets OHCA requirements shown in the RFP Library;
4. If applicable, meet requirements for connecting to OHCA's Medicaid Management Information System (MMIS) as shown in the RFP Library;
5. Maintain the capability to securely transmit, receive and access other necessary data such as Medicare claims information; and
6. Not require that OHCA make any system changes to its network or MMIS.

A.5 REPORTING REQUIREMENTS

The Contractor shall submit:

1. A Weekly Risk Report as shown in the RFP Library throughout the implementation period and for the first month operations; after this, the Contractor, and OHCA PM and CC shall agree on whether Risk Reports continue and at what interval;
2. After operations begin, regular Performance reports showing defined key indicators and performance targets to measure Program success;
3. Data on cost savings and outcomes and any other data or information required by OHCA or CMS.

A.6 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. In general, this will only apply if the Contractor requests implementation funding specifically for the purchase of hardware or software.
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.7 PAYMENT STRUCTURE

1. Due to the structure of the Centers for Medicare and Medicaid Services (CMS) grant that funds this program, the Contractor shall receive minimal or no reimbursement for care coordination for 18-24 months after its Program begins operating;
2. If the Contractor provides SoonerCare-compensable health care services to Members, OHCA shall reimburse Contractor under any active SoonerCare Provider Agreement that the Contractor executes with OHCA;

3. In consideration for the satisfactory performance of the services under this RFP and only if Contractor achieves all quality thresholds and other measures required by CMS, OHCA shall pay to the Contractor a portion of the savings shown to the Medicare program as determined by CMS;
4. **IF** the Contractor submits a Letter of Intent by the deadline shown on the RFP Cover Page and **IF** CMS awards implementation funding to OHCA, OHCA may reimburse the Contractor for implementation costs not-to-exceed \$4,000,000.00 to **ALL** Contractor(s); implementation payments must be associated with milestones shown on Form 10.

SECTION B: PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

B.1. GENERAL APPROACH

1. **PIPS:** This solicitation uses the Performance Information Procurement System (PIPS) to determine the best value vendor. The PIPS process:
 - a. Relies on the Bidder's expertise and experience to determine how to achieve OHCA's objectives and define and deliver the required project or program;
 - b. Requires the successful Bidder to develop and write a detailed statement of work, requirements and performance measures during the Clarification Phase (see below and Section C.3).
2. **Dominant Information:** PIPS proposals are scored using the concept of "dominant" information. This is defined as easy-to-understand, non-technical information related to quality, cost, time, and other verifiable performance indicators of Bidders' personnel, processes, and past performance. More information is available in the RFP Library and during the PIPS Discussion Teleconference (Section B.2).
3. **Clarification Phase:** Bidders should also note that their initial submittal will not include much 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.
4. **Costs:** 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 DISCUSSION SESSION FOR BIDDERS

The PIPS process may be different than proposal processes the Bidder has used in the past. OHCA recommends that Bidders 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.

An optional teleconference to discuss PIPS 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.

This session is not intended for questions about the RFP content. See Section B.11 for how to ask RFP questions.

B.3 PROPOSAL REQUIREMENTS

1. **Submission by Electronic Mail Only:** Proposals must be submitted by email to the Contract Coordinator with 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, 8070000558. If the Bidder is redacting proprietary information from its bid (see Section B.14), include a second redacted copy of bid with the word “redacted” in the title of the second attachment.
2. **Forms-based approach:** 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 and duplicate the individual item templates, subject to page limitations. Failure to follow these instructions may result in a bid being judged non-responsive.
3. **Proposal Contents:** The Bidder shall submit the following items in the proposal:
 - a. Letter of Interest (See Form 1)
 - b. Proposal Cover Page with any Certification Exceptions (See Form-2)
 - c. Checklist (See Form-3)
 - d. Project Capability Plan (See Form-4)
 - e. Risk Assessment Plan (See Form 5)
 - f. Value Added Plan (see Form-6)
 - g. Past Performance Narrative (See Form-7)
 - h. Past Performance Reference List/Scoresheet (See Form-8)
 - i. Past Performance Survey Questionnaire (See Form-9)
 - j. Milestone Schedule (See Form-10)
 - k. Contractor’s Price Proposal Form (See Form-11)
 - l. 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. **No additional information:** 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. **Changes:** 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”. No changes are accepted after the closing date and time.

B.4 PROJECT CAPABILITY SUBMITTAL (PCS)

1. **Plans:** The PCS provides Bidders the opportunity to differentiate themselves from their competitors in terms of their experience and expertise by using verifiable facts and performance measures. It has three components:
 - a. the Project Capability Plan (See Form-4)

- b. the Risk Assessment Plan (See Form-5)
 - c. the Value Added Plan (See Form-6)
2. **Requirements:** 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. **Page Limit:** The Bidder shall not exceed two pages each for the Project Capability Plan (Form-4), Risk Plan (Form-5) and Value Added Plan (Form-6). Each form includes an individual item “template” which must be used. Bidders may reproduce the template as necessary within the two-page limit. Prioritize the items in order of importance on each plan.
 - b. **Anonymous Plans:** None of the PCS plans shall 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 it. Similar, the Bidder may use terms like “Project Manager”, or “our subcontractor” or similar when referring to individuals, but not actual names. OHCA may, at its discretion, redact text from the PCS if it believes that the text may cause Evaluators to identify a particular Bidder.
 - c. **No Cost Information:** None of the PCS plans shall include the proposed cost that Bidder has identified on the Contractor’s Pricing Proposal Form (Form-11).

B.5 PROJECT CAPABILITY PLAN (FORM-4)

- 1. **Purpose:** The Bidder should state its claims related to its ability to develop, define and/or manage the project; and innovative or distinctive features of its approach. Prioritize the claims in order of importance.
- 2. **Dominant Information:** Include dominant information to support these claims in the “Documented Performance” section. Use verifiable performance measurements or statements of fact from prior projects.
- 3. **Language:** Use succinct, non-technical language and avoid extensive narrative.

Project Capability Example:

Project Capability Claim:	<i>We have significant experience in managing utilization of health care services and consistently deliver reduced costs with high provider and member satisfaction.</i>
Documented Performance:	<ul style="list-style-type: none"> • 10 similar projects for Medicaid programs in the last five years • 9.8/10 rating for provider satisfaction • 9.5/10 rating for member satisfaction • Average annual cost reduction of 10%, with one program showing a reduction of 22%.

B.6 RISK ASSESSMENT PLAN (FORM-5)

- 1. **Non-Technical Risk Only:** The Risk Plan includes major risk items that the

Bidder does NOT control. Items within the Bidder’s control, sometimes called “Technical Risk” should not be included in this Plan (PIPS assumes that expert bidders already know how to control technical risk, e.g. lack of trained staff, poor planning, etc.).

2. **Purpose:** The Bidder shall list and prioritize risk items from most important to least important that could cause the project to fail to meet OHCA objectives, increase costs or impact the schedule. In each case, the Bidder should explain how this risk could impact the project and propose a solution to mitigate this risk.
3. **Client Risk:** The PIPS method suggests that the client (OHCA) is a major source of risk on most projects because of the potential for unclear expectations, changes, and excessive communication about or interference in the Bidder’s plan by particular client staff members. Bidders should feel free to address this risk and its mitigation in their plans.
4. **Dominant Information:** Include dominant information to support the Bidder’s solution to mitigate the risk in the “Documented Performance” section. Use verifiable performance measurements or statements of fact from prior projects.
5. **Language:** Use succinct, non-technical language and avoid extensive narrative.

Risk Assessment Example:

Risk Description:	OHCA may not receive CMS approved when expected or CMS may request requirements changes
Impact (why this is a risk):	Delays in approval or required changes may delay the scheduled operations date or increase costs
Solution to mitigate this risk:	<ul style="list-style-type: none"> • Contingency planning for delays in approval • Pre-planning for most likely requirements changes so we can notify OHCA of cost and schedule changes within 3 days of CMS decision
Documented performance:	<ul style="list-style-type: none"> • 15 projects over the last 3 years that required CMS approval • 10 projects were delayed or required re-planning • On these 10, the average cost increase was less than 1%; schedule impact was less than 4 days delay

B.7 VALUE ADDED PLAN (FORM-6)

1. **Value Added Defined:** In the PIPS process, Bidders are encouraged to use their expertise to refine the scope of work and requirements to best achieve RFP objectives. Bidders must provide a response to the RFP as written. But the Value Added Plan provides Bidders an opportunity to identify changes in the RFP services, features, or requirements that might benefit OHCA and help achieve the RFP objectives, reduce costs, or improve efficiency.
2. **Cost or Schedule Impact:** Value Added items **must** have an impact in cost or schedule. If they have no impact in cost or schedule, they are part of the Bidder’s base plan and should not be shown in the Value Added Plan. Show

the cost and schedule impacts on Form-6, but do NOT include the cost of Value Added items in the Bidder's Cost Proposal (Form-11).

3. **Binding Offer:** OHCA may choose to accept a Value Added item that the Bidder has proposed without additional bid or negotiation. If OHCA is interested in accepting a Value Added Item, OHCA shall ask the Bidder to present more detail about the item in the Clarification Phase and include it in the Pre-Award Document. At its discretion, OHCA may decline any or all Value Added offers.
4. **Value Added Format:** In the listed sections, the Bidder shall:
 - a. "Item Claim" – Identify what OHCA may have excluded or omitted from its scope or a requirement or task that is unnecessary or counterproductive;
 - b. "How will this add value" – Explain how accepting the item will contribute to OHCA's achievement of its goals, reduce costs, improve scheduling, improve performance, etc.;
 - c. "Documented Performance" – Provide dominant information showing how this feature or option has been successful on other Bidder projects; use verifiable performance measurements or statements of fact;
 - d. "Cost and/or Schedule Impact" – Quantify the change in cost or schedule if OHCA accepts this item; cost impacts may be shown as dollar amounts or a percentage of the total costs; schedule impacts should identify changes in the milestone schedule (Form-10)
 - e. All sections - Use succinct, non-technical language and avoid extensive narrative.

Item Claim:	<i>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	<ul style="list-style-type: none"> • <i>3 similar Medicaid projects each operating for over 3 years</i> • <i>Projects serve 500-1000 members each</i> • <i>Key health outcome measures increased by an average of 10%</i> • <i>Health care costs decreased by an average of 5%</i>
Cost Impact: \$1000 per session	Schedule Impact: None

B.8 PAST PERFORMANCE NARRATIVE (FORM-7)

Bidders must complete the past performance narrative Form-7 showing both the entities/organizations and individuals who will be involved in this work.

1. The Bidder must list the individuals who are proposed to perform the work under this RFP. 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 Senior Care Coordinator or similar leadership position (individual);
 - d. Any subcontractors responsible for work totaling over 35% of the total value of this RFP (hereinafter a "major subcontractor") proposed by the Bidder (entity);
 - e. Any proposed major subcontractor's project lead (individual).
2. If the Bidder plans to use a major subcontractor's employee in one of the key positions listed above, list the name of the subcontractor's employee on the line for the key position and collect past performance information for the subcontractor's employee as shown in B.9. If the person is also the subcontractor's project lead, list the name on both lines, but only one set of references (Forms-8 and 9) is required for the person.
 3. Bidders must answer the two questions on Form-7 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.
 4. Only one Past Performance Narrative is required. An addition narrative for subcontractors or individuals is not required

B.9 PAST PERFORMANCE - REFERENCE LIST/SCORE SHEET (FORM-8)

1. **References for Both Entity and Individuals:** One Reference List/Information Score Sheet (Form-8) is required for each entity and each individual listed on Form 7. List the name of the entity or the individual at the top of each form.
2. **Reference Lists:** The Bidder shall list on Form-8 the names of clients or employers who will complete Survey Questionnaires (Form-9) to evaluate the performance of the entity or individual. An individual may list no more than 2 references and an entity may list no more than 3. If an entity or individual cannot provide any references or less than the maximum, the bid is still acceptable and will be scored on the information submitted.
3. **Compile and Average:** The Bidder shall record and average the scores for each entity and individual from the Survey Questionnaires (Form-9) obtained from clients or employers. Use the arithmetic mean for the average.
4. **Reference Requirements:**
 - a. The Survey Questionnaires 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. In the case of employers, the individual must have been employed for at least one year.
 - b. Each of a particular entity's or individual's references must be from a different client or employer. However, a Bidder may submit Survey Questionnaires for both entities and individuals from the same client.

- c. No references can be submitted from OHCA for entities or individuals.
- d. No references for individuals can be submitted from the Bidder or the Bidder's subcontractor on this project;
- e. Failure to provide correct or complete information may result in the Bidder receiving a lower score.

B.10 PAST PERFORMANCE - SURVEY QUESTIONNAIRE (FORM-9)

1. A separate Survey Questionnaire (Form-9) is required for each reference and for each entity or individual. For example, a Bidder listing 3 references for the entity and 2 references each for 2 key individuals would send out a total of 7 Survey Questionnaires.
2. All Survey Questionnaires must be:
 - a. Completed by the client or employer (not by the Bidder, or a consultant or other third party);
 - b. Signed by the person completing the Questionnaire;
 - c. Returned to the Bidder;
 - d. Submitted by the Bidder with its proposal.
3. 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 or disregard scores if it determines that the requirements have not been followed.

B.11 QUESTIONS AND ANSWERS

All questions and requests for clarification or changes 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. OHCA shall post amendments to this solicitation on its website. As a courtesy, OHCA may send emails to its vendor list about amendments, but 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.
2. The Bidder shall acknowledge receipt of any and all amendment(s) to this solicitation by signing and returning the amendment(s) with its proposal. Failure to acknowledge solicitation amendment(s) may be grounds for rejection.
3. 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.

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.
2. By submitting a response to this solicitation, the Bidder and any proposed major subcontractor(s) certify to the best of their knowledge and belief that:
 - a. In accordance with 74 O. S. §85.42, no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided under this Agreement;
 - b. 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, that it 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 Agreement;
 - c. In accordance with 74 O. S. §85.22, neither the Contractor or anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly in procuring this Agreement herein;
 - d. It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - e. It has 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. It is 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
 - g. It has 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.
3. **If the Bidder or major subcontractor is unable to certify any of the statements in this certification, an explanation must be included on Form 2.**

B.14 ALL BIDS ARE SUBJECT TO PUBLIC DISCLOSURE

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 (marked out to be illegible). 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	Letter of Interest	Yes/No
Form-2	Proposal Cover Page	Pass/Fail
Form-3	Checklist	Pass/Fail
Form-4	Project Capability Plan	25
Form-5	Risk Plan	20
Form-6	Value Added Plan	10
Form-7	Past Performance Narrative	Pass/Fail
Form-8	Past Performance Survey Questionnaires	10
	Interviews	25
Form-10	Milestone Schedule	Pass/Fail
Form-11	Contractor’s Cost Proposal (implementation costs only)	10
	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.

C.2 INTERVIEW PHASE – INTERVIEWS OF KEY PERSONNEL

1. OHCA may ask some or all Bidders to participate in interviews. If only some Bidders are invited, OHCA will invite Bidders 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.
2. OHCA may interview key personnel, for this solicitation, including:
 - a. The Bidder’s Proposed Project Director (individual)
 - b. The Bidder’s Proposed Senior Care Coordinator or similar leadership position

Individuals being interviewed are encouraged to provide a one-page resume highlighting their experience and accomplishments. Please email the resumes

- to the Contract Coordinator indicated on the RFP Cover Page.
3. Bidders must ensure that all designated staff is available on the interview date shown on the RFP Cover Sheet 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.
 4. 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.
 5. 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 Pre-Award 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 and/or the Bidder may request a teleconference to discuss the agenda, issues and concerns, or any other topics before the Kickoff Meeting.
- b. At the Kickoff Meeting, the Bidder's proposed Project Director presents that Bidder's plan in detail. Other 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 not include marketing or sales material, but shall include:

- Key features and advantages of the Bidder's approach;
 - A detailed statement of work showing how Bidder will meet requirements (staffing, IT, etc.) and complete required tasks shown in the Scope of Work;
 - A financial summary of what is included and not included in the Bidder's cost proposal, key assumptions that the Bidder's cost proposal depends on, and sensitivity analysis of how pricing would change if key assumptions change;
 - 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;
 - Any additional OHCA responsibilities proposed by the Bidder;
 - How the Bidder will maximize achievement of the RFP objectives.
- c. 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.
- d. At the Kickoff Meeting, the Bidder and OHCA shall determine what additional information and decisions are required to develop the Pre-Award Document and shall plan for additional teleconferences and meetings as

3. ADDITIONAL CLARIFICATION TASKS

During Clarification, the Bidder should:

- Complete all project and implementation 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;
- Convince OHCA that its project approach and risk planning are excellent and will mitigate risk, reduce the need for changes during the Contract period, and achieve the RFP objectives;
- Draft the Pre-Award Document.

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 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 approach and scope of work;
 - ii. Any additional OHCA responsibilities proposed by the Bidder and accepted by OHCA during Clarification;
 - iii. Any revisions to the milestone schedule provided in the proposal;
 - iv. A list of Value Added options accepted by OHCA with impact to cost and schedule;
 - v. Any agreed-upon scope or requirements changes agreed to by OHCA and the Bidder during Clarification with the impact to cost and schedule;
 - vi. Financial information including what's included in the cost and what's not, any new cost considerations the Bidder and OHCA have discussed, and the new project cost including Value Added options and work or requirements changes;
 - vii. The change management process agreed to with OHCA with parameters for price changes if necessary;
 - viii. 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. The Bidder shall use a format and language appropriate for a contract and defined terms from the RFP such as OHCA, Contractor, abbreviations, Member, etc.
 - f. OHCA shall indicate its acceptance or rejection of the Pre-Award Document and, if accepted, proceed to Contract award. If OHCA rejects the Pre Award Document, OHCA may restart the Clarification Phase with another Bidder.

C.4 OTHER BID INFORMATION

- 1. **Strict Due Date and Time:** 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.
- 2. **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.
- 3. **Rejection:** 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.5 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 January 1, 2014 and terminate on June 30, 2019. A purchase order will be issued for the initial contract period and change orders to the original purchase order will be issued to the Contractor at the beginning of each of the following contract period. If OHCA does not intend to issue a change order for any subsequent contract period, it will notify the Contractor under the provisions of D.14. The decision to issue a change order shall be contingent upon the needs of OHCA, funding availability and is at the sole discretion of OHCA

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 PUBLICATIONS/REPORTS FOR PUBLIC DISTRIBUTION

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

D.16 OWNERSHIP OF MATERIALS

Materials developed and/or produced by the Contractor for which OHCA pays the Contractor are owned by 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 Agreement. 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 Agreement 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 Agreement as a part of any commercial advertising or proposal without the express prior written consent of the OHCA in each instance.

Materials developed, produced, or purchased by the Contractor for its own use with multiple clients that are not reimbursed by OHCA shall not become property of OHCA just by virtue of being employed to provide services under this RFP.

D.17 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.