

OKLAHOMA HEALTH CARE AUTHORITY



REQUEST FOR PROPOSAL FOR INDEPENDENT VERIFICATION AND VALIDATION SERVICES FOR MEDICAID MANAGEMENT INFORMATION SYSTEM

CONTRACT COORDINATOR
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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
RFP available on OHCA website/email vendors	Monday, February 25, 2013
Bidder's Library available on website	Wednesday, February 27, 2013
Pre-Proposal Education at 3:00 CST	Friday, March 01, 2013
RFP Questions Due by 5:00 p.m.	Monday, March 11, 2013
RFP answers available on website	Tuesday, March 19, 2013
Proposals Due to OHCA by 5:00 p.m.	Tuesday, April 02, 2013
Bidder notified if invited to interview	Friday, April 12, 2013
Interviews at OHCA for Selected Bidder(s)	Monday, April 22, 2013
Bidder invited to Clarification	Tuesday, April 30, 2013
Clarification Kickoff	Tuesday, May 07, 2013
Final presentation/pre-award document	Tuesday, May 28, 2013
The pre-award document will be submitted to CMS for approval. CMS has a 60 day window to approve the contract before the contract may be officially awarded and operations may begin.	Maximum 60 calendar days.
Award of Contract	Monday, July 29, 2013
Operations Begin (if applicable)	Tuesday, July 30, 2013

RFP OBJECTIVES

OHCA is issuing this Request for Proposal (RFP) for the services of a vendor to provide Independent Verification and Validation (IV&V) services to assist OHCA with the implementation and enhancement of its Medicaid Management Information System (MMIS).

The Independent Verification and Validation Contractor shall:

1. Assist OHCA's efforts to ensure the MMIS operates efficiently and addresses OHCA business needs and specifications effectively;
2. Verify the MMIS meets certification requirements and best practice standards of the Centers for Medicare and Medicaid Services (CMS);
3. Perform cost effectively by building on previously completed work, appropriately allocating Contractor's staff, minimizing travel, using Internet and telecommunications technology, and other best practices;
4. Minimize the workload on OHCA staff related to all of the above by streamlining input and approval processes; conducting efficient meetings with clear agendas and objectives at times and places convenient to required personnel; developing user-friendly and effective methods of reporting, advising, and making recommendations to OHCA; and other necessary activities.
5. Assist OHCA to achieve the following goals for its MMIS:
 - a. Cost effectiveness and administrative efficiency;
 - b. Ability to meet all CMS certification requirements within the minimum time period allowed;
 - c. Enhancements and other changes completed without disruption of services;
 - d. High quality customer service for internal and external customers; and,
 - e. Continuous improvement.

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.

Fiscal Agent contract to provide MMIS:

In January 2011, OHCA awarded a new Fiscal Agent contract to Hewlett-Packard Enterprise Services (HPES) to take over the operations of the existing MMIS and provide specified enhancements. (HPES had also been the previous vendor.) At the current time, the enhancements are in various stages of development and implementation. A list of

enhancements is included in Attachment A, and a list of deliverables that HPES completes for each enhancement is included in Attachment B. More information on the contract with HPES, the status of individual enhancements and other items may be found in the Bidder's Library.

The current HPES contract ends December 31, 2016 with an option to extend through December 31 2017. Over the next several years, OHCA will be required to complete the work necessary to update its Medicaid Information Technology Architecture (MITA) status and decide on a plan for ongoing and future MMIS development and operations.

Projects Authorized Under Advance Planning Documents

The Advance Planning Document (APD) process is a series of successive steps through which State agencies obtain Federal prior approval of and Federal financial participation (FFP) in projects supporting Medicaid programs. The OHCA currently has two Projects with approved APDs, including the Eligibility and Enrollment Project (as authorized under 42 CFR Part 433) and the Health Information Technology Project (as authorized under 42 CFR Part 495, Subpart D). A copy of the current Advance Planning Document Updates for each Project are provided in the Bidder's Library.

MANDATORY REQUIREMENT

The Contractor shall be technically, managerially and financially independent of HPES throughout the duration of the Contract. Any business relationship between HPES and the Contractor that occurs during the term of the Contract must be disclosed to OHCA and may be grounds for termination or modification of the Contract.

The Contractor shall not be precluded from bidding on other OHCA projects. However, to ensure the integrity of the work done under this RFP, the Contractor must obtain OHCA approval of any reporting relationships and staff to be used on other projects if such staff and relationships have any connection to performance of the work under this RFP.

SECTION A: SCOPE OF WORK AND REQUIREMENTS

A.1 SCOPE OF WORK

The Contractor shall:

1. Operate the program in accordance with the RFP objectives;
2. Analyze and advise OHCA whether MMIS enhancements, Projects, and services perform according to specifications; are efficient; conform to CMS standards, industry best practices, and established quality control principles; and satisfy system and interface requirements;
3. Assess and advise OHCA whether all business and operational interests of OHCA have been satisfactorily addressed; meet OHCA's current and planned needs; and are compliant with CMS performance criteria including MITA and other statutory standards;
4. Determine and advise OHCA whether necessary training, policy, process and procedural changes have occurred; and that performance measures necessary to

document achievement of goals and ongoing effective and efficient operations have been defined and implemented;

5. Support efforts to meet CMS' Seven Standards and Conditions and assist OHCA in obtaining CMS approval of enhanced funding by gathering and consolidating critical pieces of information and documentation for CMS reviews or certification; validating compliance with the MITA framework, and other necessary activities;
6. Monitor and ensure HPES' compliance with contractual requirements, including its allocation of resources and billing practices, including implementing and reviewing appropriate performance measures, reporting requirements, invoice and billing reviews, and other necessary activities;
7. Make recommendations to OHCA for mitigation or improvement on all of the above items when advising OHCA of risks, problems, and non-compliance;
8. Participate in OHCA's analysis of its decision whether to procure a vendor to take over its existing MMIS or to develop a new MMIS or other alternatives including modularity.

A.2 OHCA RESPONSIBILITIES

OHCA shall:

1. Designate an OHCA employee to serve as Program Monitor (PM);
2. Establish a OHCA Project Management Team to provide oversight and assistance to the Contractor, ensure contract requirements are met, and approve deliverables; the Team will include the OHCA Program Monitor (PM), the Chief Information Officer, the assigned Contract Coordinator, and other necessary representatives; the PM will serve as the primary contact for the Contractor;
3. Provide adequate access to the MMIS system, HPES enhancement deliverables, OHCA staff, OHCA policies, and other necessary information;
4. Provide onsite workspace for a limited number of Contractor staff as needed; when onsite, Contractor staff will be provided office space, PC, basic office supplies, Internet access, fax machine and copier access, desks and chairs at the OHCA for contracted staff;
5. Perform additional activities proposed by the Contractor and acceptable to OHCA. Perform additional activities proposed by the Contractor and acceptable to OHCA;

A.3 STAFFING REQUIREMENTS

OHCA anticipates that the Contractor will locate one or more consultants at OHCA full-time or near full-time in the initial months of the contract to review and assess the work done to date by the previous IV&V vendor and HPES since January 2011 and to develop and implement necessary processes to perform the work under this Contract. Following that period, OHCA anticipates that the Contractor will perform much of the work at its location and that consultants will only be present at OHCA when absolutely necessary. However, the Contractor may structure the project in some other way if it believes that it can be more effective.

The Contractor shall provide all staff necessary to perform the services required under this RFP. The Contractor shall:

1. Designate a Project Director (PD) who shall have day to day responsibility for supervising the performance and obligations under this RFP. The selected PD will work closely with and will receive policy direction from the OHCA PM. The Contractor shall not change the designation of its PD without OHCA's prior written approval, which shall not be unreasonably delayed or withheld;
2. Provide staff with the most appropriate experience and expertise to address the requirements of this RFP. The team should be comprised of individuals with the following:
 - a. Experience in providing IV&V user services, preferably in the Medicaid or healthcare industry;
 - b. Extensive experience in procurement, installation, evaluation, operations and maintenance of Medicaid or similar large health care claims processing system; and,
 - c. Experience with the CMS certification processes.

A.4 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 accepted by OHCA.

A.5 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. Payments for Deliverables

OHCA shall reimburse Contractor based on a price per deliverable on acceptance of the deliverable. The Contractor shall specify a name or phase identifying each deliverable on the Contractor's Price Proposal and indicate the estimated timing of the deliverables on the Milestone Schedule (see Form-9). OHCA shall pay 80% of the price for the deliverable on receipt of the deliverable and the remaining 20% of the price only after OHCA review and acceptance of the deliverable. The Contractor may specify both periodic (e.g. monthly reports) and one-time deliverables as long as the cost and timing of each deliverable is clearly shown. More detail about deliverables may be included in the pre-award document.

2. Hourly Payments for Additional Consultants

OHCA shall reimburse Contractor based on an hourly rate for specified levels of consultants in the event that OHCA requests additional work outside the initial scope of this RFP. This might occur in the event of new CMS requirements; changes, additions or deletions of MMIS enhancements or requirements not contemplated at the time of execution of this Contract; and special projects related to this RFP. No payments shall be made under this provision without OHCA approval prior to work being done.

3. Pass Through Costs

OHCA will reimburse Contractor for actual travel expenses incurred for the

work under this RFP subject to the limitations of the Oklahoma State Travel Reimbursement Act. No other incidental costs will be reimbursed by OHCA such as software, office supplies or any other cost not specifically mentioned in this section.

4. Budget

The budget for this RFP is not to exceed \$500,000.00 for the period Date of Award through June 30, 2014. Bidders may assume that the budget for subsequent fiscal years will stay constant at about this same amount. Final approval of renewal amounts will be at the sole discretion of the OHCA. Increases or decreases at the time of renewal shall not require a modification in accordance with this RFP's amendment clause.

SECTION B: PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

B.1. GENERAL APPROACH

1. This solicitation uses the Performance Information Procurement System (PIPS) to determine the best value vendor. The PIPS process differs from some other best value processes by:
 - 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, 8070000512. 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>
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>

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>

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.

Solution: *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*

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:

In addition to OHCA's member training, we propose 6 education/outreach sessions each year in different areas of the state for nurses and other support staff of participating

Item Claim: *Providers.*

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 Senior Project Manager(s) (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).
 - f. Other proposed staff with knowledge of key areas to equal a total of three individuals.
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 using the Questions Sheet (Form-11). Questions will not be accepted by mail, fax or telephone. Bidders must submit questions no later than the date and time shown on the cover sheet. Answers to the questions shall be posted as amendments to the RFP on the OHCA web site (<http://www.okhca.org>). Access the amendment documents by clicking "About Us" at the top of the page and then on "Procurement" in the column on the left side of the page.

B.12 CHANGES IN SOLICITATION SPECIFICATIONS OR CONTRACT TERMS

1. If an amendment is issued, then the Bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be emailed separately. If forwarded separately, the subject line of the email must state the solicitation number and “acknowledgement of amendments”. The OHCA must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendment(s) may be grounds for rejection.
2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by OHCA.
3. It is the Bidder’s responsibility to check frequently for any possible amendments that may be issued. OHCA is not responsible for a Bidder’s failure to acquire any amendment documents required to complete a solicitation.

B.13 CERTIFICATIONS

1. For the purposes of competitive bid,
 - a. 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.
 - b. 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
 - c. Neither the Bidder nor anyone subject to the Bidder’s direction or control has been a party:
 - i. To any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - ii. 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
 - iii. 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.
2. 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.

3. By submitting a response to this solicitation, the Bidder and any proposed subcontractor(s) to the best of their knowledge and belief certify that:
 - a. It/they are technically, managerially and financially independent of HPES at the time of the submission of this bid and that it/they will inform OHCA of any change in this independence;
 - b. 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;
 - c. 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;
 - d. It/they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - e. 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;
 - f. 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
 - g. 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.
4. **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	15
Form-5	Value Added Plan	5
Form-6	Past Performance Narrative	Pass/Fail
Form-7	Past Performance Survey Questionnaire	15
	Interviews	25
Form-10	Contractor’s Cost Proposal	25
	TOTAL	100

If the Bidder has completed at least one year of a contract with OHCA which was awarded based on best value, that Bidder’s past performance will be calculated based 50% on the Past Performance Surveys. The other 50% of the Bidder’s past performance score will be based on 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, in advance to the email address specified on the RFP Cover Page, highlighting their experience and accomplishments. OHCA may interview key personnel, including:

- a. The Bidder’s Proposed Project Director (individual)
- b. Other staff to equal a total of three staff to be interviewed.

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 date of award 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.
 8. 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.

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.

ATTACHMENT A ENHANCEMENTS

ARRA/HIE/EHR – Estimated completion SFY 2014

The ARRA of 2009 has mandated incentive payments to certain eligible Medicaid providers to encourage the adoption and meaningful use of certified EHRs technology by 2014, resulting in changes to the Medicaid program and a need for changes to the MMIS. Capturing, distributing, tracking, and monitoring the incentive payments is the first initiative to be completed within the requirements listed in the subsections within subsection 4.2.3.

A second phase of the overall HIE initiative is to provide the capability to exchange EHR data between private and public insurers, facilities, other State agencies, and clinicians, and to allow members access to their own EHR data. This includes having the ability to accept EHR data into the system and provide EHR when necessary.

Call Tracking/CTI/Call Center - Complete

In addition to takeover of the existing call trees and MMIS Call Tracking/CTI, the FA will provide enhanced functionality. The Call Tracking/CTI system will retain the ability to handle telephone calls, emails, etc., including the ability to assign skill levels to each agent. Additionally, all CTI calls should be recorded with the capability for supervisor monitoring, and conference calls should continue without dropping connections if one party leaves the call.

Claims - Resolution Workflow – Estimated completion SFY 2014

A workflow supporting BPMN notation is needed to migrate suspended claims throughout the system. The solution will simplify and expedite the assignment of claims to the applicable location, enhance communications and documentation, and provide an easy method for medical staff to perform medical reviews. The workflow product will allow for a more timely resolution of suspended claims. For this solution to be effective, changes will be needed within the current claims system.

Claims – Rules Engine - Estimated completion SFY 2014

A rules engine software solution is needed to allow the State to write business rules and decision logic to work with the MMIS claims engine. The software will allow the State to have better control and flexibility of basic claims processing changes. The rules engine software will include an easy to use authoring tool that will allow for the State to write and modify rules and logic without programming where possible. The software will be available in the production and the testing environments. The FA will provide training and support for this software and will assist the specified State users in the planning, rule writing, testing, implementation of rules and decision logic into the production and testing environments. The FA will be responsible for the migration and versioning of rules. Documentation for the rules will be viewable in the software and can be sent to another environment, such as the DSS, so that all users may inquire specific rules. This rules engine software must be flexible and have the ability to adapt as usage and capability needs increase. OHCA has already purchased the InRule business rules engine and utilizes it the Online Enrollment function. If feasible, the FA should consider using this application for the solution.

COLD Imaging - Complete

The FA shall maintain current imaging files, provide OHCA access and retrieval functions and create any new imaging environment proposed to meet the functional requirements of this RFP. The FA must convert historical images to the new environment and provide OHCA with access and retrieval capability.

Finance - Canceled

The Financial Processing function encompasses claim payment processing, accounts receivable and payable processing, and all other financial transaction processing. It ensures that all funds are

appropriately disbursed for claim payments and all post-payment transactions are accounted for and applied accurately. Among the processes that the Financial Processing function includes is generation of a warrant request to the State for payment to providers and the production of a remittance advice for each provider who has had claims adjudicated and/or financial transactions processed.

The Financial Processing function must also provide an integrated, fully functional consolidated accounting (all receivables and payables) system. The system must be accessible to all MMIS users. The consolidated accounting system must manage, track and control all accounts for all receivables and payables related to the MMIS. This includes the receipt of gross receivables from the State's Great Plains system, disbursement of those receipts for detailed postings, and management of the accounting and reporting of the results. The function shall also support the automatic creation of an accounts receivable for a provider when net financial transactions (claims to be paid, adjustments, recoupments) result in a negative amount.

HIPAA 5010 - Complete

HIPAA 5010 is a mandate set by CMS to govern the rules around EDI formats and patient privacy rights and universal identifiers for providers, insurance plans, and patients. All system components acquired through this procurement are expected to be fully compliant with HIPAA requirements in effect as of the date of release for the RFP and with any changes that subsequently occur unless otherwise noted. Bidders are responsible for describing how they will continue to maintain compliance with HIPAA requirements for transactions, code sets, privacy, and security. Other future requirements of HIPAA such as national identifiers may impact system and policy operations for OHCA. Depending on the nature of the requirement, these regulations may also be considered within the FA's scope of work.

ICD-10 – Estimated completion SFY 2014

ICD-10 consists of more than 155,000 different codes and permits tracking of many new diagnoses and procedures, a significant expansion on the 17,000 codes available in ICD-9. ICD-10-CM, for diagnosis codes, is intended to replace volumes 1 and 2 of ICD-9-CM. ICD-10-PCS, for procedure codes, is intended to replace volume 3 of ICD-9-CM.

Insure Oklahoma - CHIPRA - Complete

The IO enhancement will provide greater system flexibility and automation. It provides members access a web-based application process and real-time validation of program required data enhancing the member's experience.

Letter Generation - Estimated completion SFY 2013

CCM addresses communication challenges by optimizing and integrating the totality of data, documents, and messages flowing from, into, and within the organization with the objective being improving customer communication. This is accomplished by injecting best-practice efficiencies into each element of the communication chain.

Medical Policy Review - Estimated completion SFY 2013

A State's medical policy dictates coverage, service restrictions, and limitations for the entire Medicaid program. As new procedures, equipment, and treatments become available, policy is developed and implemented accordingly. To enforce the vast array of medical policy across the entire SoonerCare program, OHCA utilizes multiple applications. In addition to the edits and audits contained within the MMIS, a third-party software called Claim Check is also being utilized. The decision to leverage the third-party software was predicated on the need to incorporate industry-wide clinical edits.

To accommodate specific OHCA policy that differs from the default Claim Check content, some Claim Check edits have been modified by the FA from their original version. Numerous modifications to the base Claim Check product have taken place since its integration into the current MMIS in 2002. Detailed

documentation of the business rules for some of the modifications is minimal and sometimes lacking, making it difficult for OHCA staff to identify which Claim Check default edits have been modified, and how they are impacting processing and payment. Some of the edits and audits contained within the MMIS have similar gaps in documentation resulting in the same challenges to OHCA staff.

With the anticipated migration to a rules engine in claims, it is critical that policy be documented and clearly understood to minimize the effort of implementing policy into a rules engine. To ensure that policy meets State and Federal requirements, and aligns with agency goals and objectives, this project requires the FA to identify and document in detailed business terms, all edits and audits as implemented in the MMIS and Claim Check product (for both the default and modified Claim Check edits and audits).

Online Enrollment – Modified in Amendment 5 of the Contract

The online enrollment process encompasses a web-based online application and eligibility determination system, development of the detailed policies and procedures governing such a process, purchase, and installation of the equipment necessary to make internet access available to those without personal computers, and technical support resources including but not limited to a help-desk system. The online enrollment process quickly determines in real time whether the applicant(s) meet eligibility criteria and provides an alternative to the paper application process. The online enrollment process creates a single-point-of-entry eligibility intake that results in the applicant's eligibility determination for SoonerCare and other medical programs, and also informs the applicant of other State services. The Online Enrollment enhancement was amended to incorporate the Eligibility and Enrollment Project.

PI Replacement System - Complete

The PI contractor is responsible for implementing the functionality for a comprehensive PI system including the specific requirements for case management, data analytics, and medical review, commonly referred to as SUR. OHCA intends to use Data Analytics as a component of the PI Replacement System to perform functions for data mining, data analytics, predictive modeling, automated claim overpayment and underpayment review, identification of suspected fraud, abuse or waste and dashboards of selected data.

OHCA shares responsibility for protecting the integrity of the Oklahoma SoonerCare Program. The PI and Accountability Department is responsible for ensuring proper payment and recovering misspent funds. The Provider Audits and Performance and Reporting Units have PI responsibilities to ensure proper payment and recovering misspent funds.

The Provider Audits Unit performs audits/reviews of OHCA medical providers to ensure program funds are being spent appropriately. All audits/reviews are initiated through sound consistent protocols such as exception processing, data analytics, referrals, and member's explanation of medical benefits. Comprehensive statistical profiles and utilization patterns of health care delivery are developed on providers to identify deviations from the norm and ultimately potential instances of fraud and abuse. Corrective action such as implementation of system edits, provider letters, and policy changes are taken to best prevent identified issues from re-occurring.

The Performance and Reporting Unit performs audits/reviews of organizational and functional activities and evaluates the effectiveness of management controls of Medicaid programs for OHCA. This unit performs an internal Payment Accuracy measurement of SoonerCare claims by performing a comprehensive claims payment audit/review of the Medicaid programs.

Provider Portal - Estimated completion SFY 2014

The secure provider portal acts as the provider's window into the MMIS. It is a web-based application utilizing ASP technology. Access to the portal requires a username and password. The provider can create both by logging into the portal with a provider number and personal identification number (PIN).

The PIN is created by provider enrollment when a provider applies and is enrolled as a Medicaid provider. Once enrolled, the provider receives the PIN via postal mail. After entering the portal, the provider can then create his/her own username and password, which are used to access the portal thereafter.

Access to the portal allows providers to view and submit claims, verify eligibility, request prior authorization (PA), and download notices and other communications. However, it does not allow the provider to submit attachments or disenroll online.

This enhancement will improve overall efficiency and usefulness of the portal through several enhancements identified by the business users. First and foremost is the migration of the portal from ASP technology to the industry standard .Net Framework.

Pro-DUR - Complete

The MMIS shall have an integrated Pro-DUR system that incorporates direct access to the MMIS for the purpose of performing prepayment review of drug therapy before prescriptions are filled. In addition, the Pro-DUR function shall use the access network for online adjudication of drug claims, electronic claim management, at the POS. Pro-DUR must be performed prior to claim adjudication. The FA must consider the existing switching companies, including National Data Corporation and Envoy.

Secure Member Portal - Estimated completion SFY 2014

The secure member portal is to provide member access to their health care data to assist members in managing the health care needs. The portal will provide members access to their personal health care record. The health care record will contain member data related to medical services, approval of prior authorizations, and other related medical services.

The portal will help members identify their PCP and other medical providers assisting in their treatment. Additionally, the portal will provide educational information related to preventative care and treatment.

Security Management - Estimated completion SFY 2013

OHCA is seeking an enhancement to the MMIS Security infrastructure and processes to support federated identity and access management.

ATTACHMENT B
FISCAL AGENT ENHANCEMENT DELIVERABLES

A list of the deliverables required to be submitted by the Fiscal Agent for each enhancement is as follows:

1. Detailed work plan.
2. Requirements specification document.
3. General system design.
4. Detailed system design.
5. System test plan.
6. System test results.
7. MMIS user manuals.
8. MMIS operating procedures.
9. Provider manuals.
10. Disaster recovery plan.
11. Revised detailed system design.
12. Conversion plan.
13. Conversion test results.
14. Preliminary converted files.
15. Acceptance test resolutions document.
16. Updated MMIS user manuals.
17. Updated provider manuals.
18. MMIS documentation.
19. MMIS implementation plan.
20. State training plan.
21. Provider training plan.
22. Results of final file conversion.

More information on the Fiscal Agent deliverables is available in the Bidder's Library.