



Solicitation

1. **Solicitation#:** 8070000044

2. **Solicitation Issue Date:** Dec. 14, 2018

3. **Brief Description of Requirement:**

The Office Of Management and Enterprise Services is soliciting bids for fixed price proposals for a hosted care management solution on behalf of the Oklahoma Health Care Authority to primarily serve the Medicaid population of the state.

4. **Response Due Date:** Jan. 16, 2019

Time: 3 p.m. Central Time

5. **Issued By and Return Sealed Bid To:**

Office of Management and Enterprise Services
Attn: Sheri Diehm
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

6. **Contracting Officer:**

Name: Sheri Diehm
Phone: 405-365-1964
Email: sheri.diehm@omes.ok.gov

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The contracting officer listed on the cover page of this solicitation is the only individual in which the bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the bidder response being considered non-responsive and not considered for further evaluation.

Care Management Request for Proposal

Section A – Contractual



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1. Definitions

- a. As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:
- b. **“Acquisition”** means items, products, materials, supplies, services, and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- c. **“Amendment”** means a written restatement of or modification to a Contract Document executed by both parties.
- d. **“Bid”** means an offer in the form of a bid, proposal or quote a bidder submits in response to a RFP.
- e. **“Bidder”** means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a “supplier”, “vendor”, or “bidder” responding to a RFP.
- f. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- g. **“COTS”** means software that is commercial off the shelf.
- h. **“Contract”** means this RFP, as may be amended from time to time, which together with other Contract Documents, evidences the final agreement between the parties with respect to this RFP.
- i. **“Contract Document”** means, when executed by all applicable parties, this Contract, Attachments to this Contract, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- j. **“Contractor”** means the Business Entity with whom OHCA enters into this contract.
- k. **“Closing Date”** is the date the RFP closes, also proposal opening date, and response due date.
- l. **“Minor Deficiency”** or “minor informality” means an immaterial defect in a response or variation in a Bid from the exact requirements of a RFP that may be correct or waived without prejudice to other Bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- m. **“Offer”** shall be synonymous with “bid”, “proposal”, “quote” or other similar term.
- n. **“OMES”** means the Office of Management and Enterprise Services for the State of Oklahoma.
- o. **“OMES – CP”** means the Office of Management and Enterprise Services, Central Purchasing Division, on behalf of the State of Oklahoma.

- p. “**OHCA**” means the State of Oklahoma Health Care Agency which is initiating the procurement.
- q. “**Specification**” means a description of the software system being acquired. Specifications include functional and nonfunctional requirements and may be used interchangeably with “Requirements”.
- r. “**State**” means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- s. “**State Entity**” means any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- t. “**State CIO**” is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.

2. General Provisions

The following provisions shall apply where applicable to the RFP. Attachment J contains the Glossary of Terms as they apply to this RFP.

- a. Contract Term, Renewal, and Extension Option
 - i. The initial Contract period shall begin on the date of award and shall extend through June 30, 2019 (the “Initial Term”) unless renewed, extended, or terminated in accordance with applicable Contract provisions. The Bidder shall not commence work, commit funds, incur costs, or in any way act to obligate the Oklahoma Health Care Authority (OHCA) until so notified in writing of the approval of the Contract. The authorized Oklahoma Office of Management and Enterprise Services (OMES) representative is the only individual who can transmit that approval to the Bidder.
 - ii. Under Oklahoma law, the State may not Contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be seven (7) additional one-year renewal periods (July 1st – June 30th).
 - iii. After the initial term of one (1) year, the Contract may be renewed annually. A change order to the original purchase order shall be issued to the Contractor to exercise each renewal option.
 - iv. The Contract shall be contingent upon approval by OHCA. If a decision is made not to exercise an option period, written Notice shall be sent at least thirty (30) days prior to the end of the current Contract period.
 - v. Prior to each renewal, OHCA will review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the Contractor in good faith to incorporate any required changes to this Contract.
 - vi. OHCA, at its sole option and subject to OMES and CMS approval, may choose to exercise an extension for up-to-180 days beyond the final renewal

option period, at the Contract compensation rate for the extended period; the extension shall be executed by mutual agreement. If this option is exercised, the State shall notify the Contractor in writing prior to the Contract end date. OHCA, at its sole option and subject to OMES and CMS approval, may choose to exercise subsequent extensions, up to 180 days each, by mutual agreement and at the Contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Contractor.

- vii. Term Extensions – The State Chief Information Officer (CIO) reserves the right to extend any Contract awarded if it is determined to be in the best interest of OHCA. The extension must be by mutual agreement at the Contract pricing rate.
- b. Budget, Invoicing, and Payment
 - i. Budget
 - 1. The budget for this Contract shall not exceed \$1,200,000.00 from the Contract Award Date through June 30, 2019. The not-to-exceed amount for this Contract is established by the Purchase Order and associated Change Orders issued to the Contractor for each fiscal year. Final approval of renewal amounts will be at the sole discretion of OHCA. Increases or decreases at the time of renewal shall not require a modification in accordance with this Contract’s amendment clause as described in Section 5 Contract Modification.
 - ii. Invoicing
 - 1. Invoices shall be submitted electronically to Contracts@okhca.org.
 - 2. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law.
 - 3. State Acquisitions are exempt from sales taxes and federal excise taxes.
 - 4. 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) Federal Employer Identification (FEI) or vendor number; 4) invoice number; 5) purchase order number; 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.
 - 5. OHCA shall have forty-five (45) calendar days from the date that a proper invoice is received by OHCA to pay claims pursuant to the terms of the Contract. If OHCA fails to pay an invoice within that time, Contractor shall have right to add interest upon the invoice amount consistent with 62 O.S. §34.71 and 62 O.S. §34.72.
 - 6. Contractor shall have ninety (90) calendar days from the end of each SFY (State Fiscal Year), which is June 30th, to submit invoices for payment.

OHCA shall not be responsible for payment of invoices submitted beyond this time frame.

iii. Payment

1. In consideration for the satisfactory performance of the services under this Contract, OHCA shall pay Contractor at the applicable rates as shown on the Contractor's Price Proposal in Attachment G of this proposal.
2. All payments shall be made directly to the Contractor. No payments will be made to the Contractor pursuant to this Contract by OHCA for unapproved or disapproved services. All services must receive prior approval by OHCA.

c. Non-Appropriation Clause

In the event state or federal funds used to support this Contract become unavailable, either in full or in part, due to reductions in appropriations, OHCA may reduce or terminate the Contract upon written notice to the Contractor by certified mail. OHCA shall be the final authority as to the availability of funds. The effective date of such Contract reduction or termination shall be specified in the notice. In the event of a reduction, the Contractor may cancel this Contract as of the effective date of the proposed reduction upon written notice to OHCA. OHCA agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this Contract.

d. Legal Contract

- i. By submitting a Bid to this RFP:
 1. Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.
 2. The Contract Documents resulting from this RFP shall have the following order of precedence: this RFP, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this RFP, and both the other contract award documents and this RFP shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
 3. Any Contract Document related to this RFP shall be legibly written or typed.
 4. All transactions related to this RFP, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

e. Contract Modification

- i. The Contract issued as a result of this RFP is under the authority of OHCA personnel signing the Contract Documents. The Contract scope may be modified only through a written Contract Modification or Amendment signed

- by OHCA. Increases or decreases to the not-to-exceed amount of the contract at the time of renewal shall not require a modification.
- ii. 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, signed by both parties, and approved by CMS.
 - iii. 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.
- f. Termination for Convenience
- i. The State may terminate this Contract, in whole or in part, for convenience if OHCA Chief Executive Officer determines that termination is in OHCA's best interest. OHCA shall terminate this Contract by delivering to the Contractor a Notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the Notice of termination is issued.
 - ii. If this Contract or certain obligations hereunder are terminated pursuant to this section, OHCA shall be liable only for Products delivered and accepted. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.
- g. Termination for Cause
- i. The Contractor may terminate this Contract, in whole or in part, for default by OHCA with both a thirty (30) day written request and upon written approval from the State. OHCA may terminate this Contract, in whole or in part, for default by the Contractor or any other just cause upon a thirty (30) day written notification to the Contractor.
 - ii. OHCA may terminate this Contract immediately, in whole or in part, with a written Notice to the Contractor, when violations are found to be an impediment to the function of OHCA. When conditions preclude the thirty (30) day Notice, or when OHCA determines that an administrative error occurred prior to Contract performance.
 - iii. OHCA retains all of its rights and remedies against the Contractor for its violation or breach of the terms hereof, and OHCA does not waive any such right in the event it elects to terminate this Contract according to the terms of Section A.2.f (Termination for Convenience) and Section A.2.g (Termination for Cause).
 - iv. If this Contract or certain obligations hereunder are terminated, OHCA shall be liable only for payment for products and services delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

3. Contracts Administration and Management

The Contractor is solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees, and subcontractors. The Contractor shall not change their designated account manager without OHCA's prior written approval, which shall not be unreasonably delayed or withheld. OHCA shall have the right to require the Contractor to remove any individual (whether or not named in this subsection) from their assignment to this Contract by the Contractor or any subcontractor, if, in the opinion of OHCA, such employee is uncooperative, inept, incompetent, or otherwise unacceptable. A qualified replacement must be provided within an agreed upon timeframe. Key Personnel who shall administer daily operations of the Contract are as follows:

- a. OHCA Chief of Business Enterprises
- b. OHCA Contract Coordinator
- c. Contractor Account Manager
- d. Contractor Implementation Project Manager

Key Personnel will meet on a mutually agreed upon frequency.

4. Right to Renegotiate

Prior to exercising the State's right to cancel a Contract, the State may renegotiate an existing Contract with a Contractor for the purpose of obtaining more favorable terms for OHCA, provided that the final contract effective date is not modified.

5. Publicity

The award of this Contract to Contractor is not in any way an endorsement by OHCA of Contractor or the Products, and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to OHCA all advertising, sales promotion, and other publicity matters relating to this Contract wherein OHCA's name is mentioned or language used from which the connection of OHCA's name therewith may, in OHCA's judgment, be inferred or implied as an endorsement. Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter, or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of OHCA.

6. Non Tobacco – Smoke Free

By operation of the Governor's Executive Order 2012-01, effective August 6, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased, or contracted for use by the State of Oklahoma, including but not limited to, all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State of Oklahoma.

7. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State or a State Entity and shall not be eligible for rights or benefits accruing to such employees including, but not limited to, health insurance benefits, workers' compensation insurance, paid vacation, leave, or any other employee benefit.

8. Mutual Responsibilities

OHCA and Contractor agree that under this Contract:

Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

- a. This is a nonexclusive agreement and each party is free to enter into similar agreements with others.
- b. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- c. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld.

9. Obligations of Permitted Subcontractor

When the Contractor is permitted to utilize subcontractors in support of this Contract, the Contractor shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees, and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Contractor in connection with provision of the Products, the Contractor shall obtain written approval of OHCA of such subcontractor proposed for use by the Contractor. Such approval is within the sole discretion of OHCA. The Contractor shall execute an agreement between the Contractor and subcontractor setting forth that such subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Contractor under the terms of all applicable Contract Documents. Contractor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by OHCA of any subcontractor shall be a continuing obligation. OHCA further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct, or for other similar reasons.

10. Gratuities

The rights of Contractor, under the terms of this Contract, may be immediately terminated in whole or part by written notice if it is determined that the Contractor, its employee, agent, or another representative offered or gave a gratuity (e.g., any entertainment or gift) to any State employee directly involved in this Contract. In

addition, a Contractor determined to be guilty of such a violation may be suspended or debarred.

11. Unauthorized Obligations

At no time during the performance of this Contract shall the Contractor have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the Products, Contractor shall cease the project and contact OHCA for written approval prior to proceeding.

12. Assignment

Contractor's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of OHCA, which may be withheld at its sole discretion.

13. Severability

If any provision in this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

15. Failure to Provide

The Contractor's repeated failure to provide defined services, without reasonable basis, shall constitute a material breach of the Contractor's obligations, which may result in cancellation of the Contract in accordance with Section A.2.g (Termination for Cause).

16. Agency Policies

The Contractor's employees and/or subcontractors must adhere to OHCA policies pertaining to acceptable use of internet and electronic mail, facility and data security, press releases, and public relations. It is the Contractor's responsibility to review and relay OHCA policies covering the above to the Contractor's employees and subcontractor(s).

17. Background Checks and Verifications

At the sole discretion of OHCA, employees of the Contractor and any subcontractor of the Contractor may be subject to background checks. If background check information is requested, the Contractor must submit, or cause to be submitted, the required information in a timely manner and the Contractor's access to facilities, data, and information may be withheld prior to completion of background verification acceptable to such OHCA.

18. Warranty Requirements

- a. The Contractor shall provide a Warranty period covering six months after the completion of Phase IV (Section B – Table 5) of the project or until the system is successfully certified by CMS, whichever is later. The Software Warranty period provides corrective maintenance service of the Contractor's Care Management System to correct discovered faults with any functionality within the scope at implementation. If corrective maintenance is necessary due to an error resulting from adaptive maintenance, the discovered faults shall be corrected by the Contractor at no charge. Defects that occur after Perfective Maintenance change orders will be corrected at no charge for six months after implementation of the change order. All such corrections are required to occur in a reasonable time period based on defect severity classification and shall be produced and implemented at no additional cost to OHCA.
- b. The Contractor shall be responsible for the root cause analysis activities to demonstrate whether a defect is related to the scope of functionality delivered by the Contractor. The Chief of Business Enterprises and the Contractor's Account Manager shall use the dispute resolution process in Section A.2.j if the root cause responsibility cannot be agreed upon.
- c. Support agreements shall apply to all Perfective Maintenance modifications and enhancements as well as the base software product.
- d. Bidder shall offer new items of current design unless this RFP specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

19. Contractor Services

The State of Oklahoma shall not guarantee a minimum or maximum amount of the Contractor services that may be required under this Contract.

20. Insurance

As a condition of this Contract with OHCA, Contractor shall provide the listed insurance coverage within five (5) business days of execution of the Contract, which requires that Contractor's employees perform work on OHCA premises and/or use employer vehicles to conduct work on behalf of OHCA. In addition, when engaged by OHCA to provide services on OHCA premises, the Contractor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to OHCA within five (5) business days

following the execution of the Contract. Contractor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, OHCA. All required insurance must be issued by companies that are A-rated or above by A.M. Best, licensed in the State of Oklahoma, and authorized to provide the corresponding coverage. OHCA and the State will be named as Additional Insured on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Contractor thereunder. The minimum acceptable insurance terms are as follows:

a. Commercial General Liability

Commercial General Liability must include a combined single limit of \$1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of \$2,000,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- i. Blanket Contractual liability coverage for liability assumed under the Contract;
 - ii. Independent Contractor coverage;
 - iii. State of Oklahoma and OHCA listed as an additional insured;
 - iv. 30-day Notice of Termination in favor of OHCA; and
 - v. Waiver of Transfer Right of Recovery Against Others in favor of OHCA.
 - vi. Workers' Compensation Insurance
Workers' compensation insurance and employers' liability coverage must include limits consistent with statutory benefits outlined in the Oklahoma Workers' Compensation Act (Oklahoma Worker's Compensation Act, 85 O.S. §1 et seq.) and minimum policy limits for employers' liability of \$1,000,000 bodily injury per accident, \$1,000,000 bodily injury disease policy limit and \$1,000,000 per disease per employee.
- b. Business Automobile Liability Insurance
Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of OHCA:
- i. Waiver of Subrogation;
 - ii. 30-day Notice of Termination; and,
 - iii. Additional Insured.
- c. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and,
- d. Additional coverage required by the State in writing in connection with a particular Acquisition.

21. Indemnification

a. Acts or Omissions

Contractor shall indemnify and hold harmless OHCA, and/or their officers, agents, employees, representatives, Contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from, any acts (intentional or negligent) or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. The defense shall be coordinated by Contractor with OHCA when OHCA is named as a defendant in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from OHCA. Contractor and OHCA agree to furnish timely written Notice to each other of any such claim.

b. Infringements

i. Contractor shall indemnify and hold harmless OHCA, and/or their employees, agents, representatives, Contractors, assignees, and/or designees from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of Contractor pursuant to this Contract. Contractor and OHCA agree to furnish timely written Notice to each other of any such claim. Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by Contractor with OHCA when OHCA is named as a defendant in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from OHCA.

ii. Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to OHCA's specific instructions, any intellectual property right owned by or licensed to OHCA, or (v) any use of the product or service by OHCA that is not in conformity with the terms of any applicable license agreement.

iii. If Contractor becomes aware of an actual or potential claim, or OHCA provides Contractor with Notice of an actual or potential claim, Contractor may (or in the case of an injunction against OHCA, shall), at Contractor's sole option and expense: (i) procure for OHCA the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that OHCA's use is non-infringing.

c. Property Damage

In the event of loss, damage, or destruction of any property of OHCA due to the negligence, misconduct, wrongful act or omission on the part of the Contractor, its employees, agents, representatives, or subcontractors, the

Contractor shall pay the full cost of either repair, reconstruction, or replacement of the property, at OHCA's sole election. Such cost shall be determined by OHCA and shall be due and payable by the Contractor ninety (90) calendar days after the date of the Contractor's receipt from OHCA of a written Notice of the amount due.

d. OHCA

OHCA shall be responsible for the acts and omissions of its officer and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, 51 O. S. §151, *et seq.* It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise render the parties liable as partners, agents, employer-employee, or otherwise create any joint and several liability.

22. Terms and Conditions Conflict

In the event that Contractor specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on OHCA and the provisions of this Contract shall prevail.

23. Implementation and Operations

a. Status, Meetings, and Consultation

At the start of the Care Management Procurement Project implementation, and until completion, the Key Staff and other representatives will meet to discuss the Contractor progress and performance under the Contract. OHCA will determine the nature and frequency of meetings required to effectively manage the project. OHCA expects the Contractor to be available for any meetings that may arise, or provide project status if so requested, during OHCA's normal business of hours of 8 a.m. - 5 p.m. central standard time.

b. Notices

Any written directions by OHCA shall be binding on the Contractor. Whenever OHCA is required by the terms of the Contract to provide written Notice through formal letter correspondence (hereafter Notice) to the Contractor, OHCA Contract Coordinator and Chief of Business Enterprises shall sign the Notice. Any Notice required or permitted to be given to a party shall be provided electronically, and shall include at least the following:

- i. Tracking number;
- ii. Summary reason for the letter;
- iii. Detailed description of the topic;
- iv. Deadlines as applicable to the topic; and,
- v. Notices Referenced in RFP

Figure 1 List of Notices Referenced in RFP

Reference	Notice Topic	Notice Timeframe	Notice Description	Notice Sender	Notice Receiver
2.a.iv	Option Period	30 Days	Notice that the Option Period will not be exercised	OHCA	Contractor
2.f	Termination for Convenience	60 Days	Termination of Contract for Convenience	OHCA	Contractor
2.g	Termination for Cause	30 Days	Termination of Contract for Default by Contractor	Contractor	OHCA
2.g	Termination for Cause	30 days	Termination of Contract for Default by OHCA	OHCA	Contractor
19.a	Commercial General Liability 30-day Notice of Termination in favor of OHCA	30 Days	Commercial General Liability 30 day Notice of Termination in favor of OHCA	Commercial General Liability Insurer	OHCA
19.b	Business Automobile Liability Insurance	30 Days	Business Automobile Liability Insurance 30 Day Notice of Termination endorsement	Business Automobile Liability Insurance Insurer	OHCA
20.a	Indemnification for OHCA	As Needed	Notification of Liability Claim	Either	Either
20.b.i	Infringements of patents, copyrights, trade and service marks and other intellectual property	As Needed	Notification of an Infringement Claim	Either	Either
20.c	Property Damage due to Contractor	As Needed	Notice from OHCA of the amount due for property damage by the Contractor.	OHCA	Contractor
22.h.iv	Non-Acceptance of Products or Services by OHCA	As Needed	Notice from OHCA that products or services are rejected due to failure to meet specifications	OHCA	Contractor
22.h.v	Deliverable Acceptance	As Needed	Acceptance of Contract Deliverables	OHCA	Contractor

22.h.v	Latent Defect	10 calendar days	Notice of latent defect. Contractor has ten (10) days to repair after receipt.	OHCA	Contractor
22.h.vi.1	Notice to Suspend Work	As Needed	Notice to Suspend Work by OHCA	OHCA	Contractor
22.h.vi.2	Damages for Suspension of Work	As Applicable	Damages for suspension, delay, or interruption of work by OHCA	OHCA	Contractor
22.i.ii	Temporarily Suspend all operations	Immediately stop work upon receipt of Notice	OHCA may issue a notice to suspend all operations.	OHCA	Contractor
22.i.iii	Contract Termination	30 Days	Contract Termination Notice for undue burden. Contractor has thirty (30) calendar days to correct the root cause.	OHCA	Contractor
22.j.ii	Dispute Notice	10 State of Oklahoma business days	Both parties shall use their good faith effort to resolve the dispute within ten (10) State of Oklahoma Business days	Either	Either
22.j.ii	Notification of Impasse	The Chief of Business Enterprises or the Contractor's Account Manager sends Notice to the other party; the issue is at an impasse.	If a resolution of dispute ends in an impasse, either party may send a Notice to OHCA Professional Services Contract Manager requesting escalation.	Either	Either
22.j.ii	Resolution of Dispute Notice	Sent 10 State of Oklahoma business days after the Chief of Business Enterprises or the Contractor's	OHCA Professional Services Contract Manager will use a good faith effort to resolve the dispute within ten (10) State of Oklahoma Business Days.	Either	Either

		Account Manager sent notice to request the issue be elevated to OHCA Professional Services Contract Manager.			
22.m.i	Notice of Key Personnel Change	Sent ten (10) State of Oklahoma Business Days	Notice sent for prior approval of a Key Personnel change.	Contractor	OHCA
22.m.i	Immediate Notice of Project Managers change. Possible Fine	48 Hours	Contractor notice to OHCA on the immediate change in Project Managers	Contractor	OHCA

h. Implementation Delivery and Acceptance

- i. Contractor shall be required to complete deliverables as offered on or before the required date. Deviations, substitutions, or changes in the deliverables shall not be made unless expressly authorized in writing by OHCA, as applicable.
- ii. All products and services are subject to inspection, testing and acceptance by OHCA. Any products and services that do not meet or exceed the specifications may be rejected and the Contractor given an opportunity to correct the products/services within the agreed upon timeframes noted in Section A.22.k (Corrective Action Plan).
- iii. OHCA shall have a period of one hundred and twenty (120) business days, or no less than the time period agreed upon by OHCA in the project work plan, from the system delivery to the User Acceptance Testing (UAT) environment or product delivery. This 120-day period will be used to test, evaluate, and accept the materials, software, and services (collectively, the deliverables) delivered or furnished under this Contract. If the go-live date or deliverable due dates fall on a State of Oklahoma recognized holiday, the go-live date or deliverable due date shall occur the second business day following the holiday.
- iv. If the Contractor's product or services fail to meet the specifications, then the products or services may be rejected and returned to the Contractor with a Notice stating the reasons for non-acceptance. Such rejection will exempt OHCA from all related costs incurred by the Contractor. The Contractor shall be given thirty (30) business days to cure the nonconforming products or services and resubmit the deliverable(s) to OHCA, with a letter explaining the corrections made, for inspection,

retesting, and reevaluation. OHCA shall be given up to one hundred twenty days (120) business days or no less than the original time period established for the product or service agreed upon by OHCA in the project work plan to inspect, retest, and reevaluate the deliverable(s), and to issue a written Notice of acceptance or rejection of the deliverables. If the deliverables submitted fail to pass acceptance within one hundred twenty (120) business days, OHCA may, at its sole discretion, continue with the Contractor or terminate the agreement.

- v. OHCA shall accept deliverables through a Notice before title shall pass to OHCA or payment shall be authorized to the Contractor. However, acceptance by OHCA following testing and evaluation shall not be conclusive that the deliverable(s) conform in all respects to the specifications. In the event that OHCA discovers nonconformance after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever corrective action necessary so that the deliverable(s) conform to the specifications, including but not limited to, modification or replacement of nonconforming products or services. Contractor warrants that, upon receipt of written Notice by OHCA of a latent defect in design, material, or workmanship, or a latent nonconformity of the software or services to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP within ten (10) calendar days of the date the Contractor was notified by OHCA of latent defect. If the Contractor fails to correct the latent defect(s) within ten (10) calendar days, OHCA may, at its sole discretion, continue with the Contractor or terminate the agreement.
- vi. Suspension of Work During Implementation
 - 1. At any time during the Contract period, OHCA may order the Contractor by written Notice to suspend all or any part of the work for such period of time as OHCA may determine to be necessary for the continuance of OHCA's mission. If, without any fault or negligence of the Contractor, the performance of all or any part of the work under Contract is, for a period of time in excess of thirty (30) State of Oklahoma business days, suspended, delayed or interrupted by an act of OHCA, or by their failure to act within the time specified in the Contract (or if no time is specified, within an agreed upon time), OHCA shall make an adjustment for any increase in the cost of performance of the Contract or in the schedule necessarily caused by the period of such suspension, delay, or interruption, subject to the Contractor's right to appeal OHCA's determination of the adjustment pursuant to Section A.22.j (Dispute Resolution). No adjustment shall be made to the extent that performance by Contractor would have been prevented by other cause.
 - 2. No claim for suspension, delay or interruption under this subsection shall be allowed for any costs incurred unless the Contractor makes a request in

writing. Any such request must be made before the 31st day after the delay. Damages may not be received for more than twenty (20) days prior to the Notice from the Contractor.

- i. Maintenance and Operations
 - i. The Contractor shall provide the equipment and staff needed to support the Care Management System, including the base software and perfective maintenance modifications, for the duration of the project.
 - ii. If at any time OHCA determines that it is in its best interest to temporarily suspend all operations or any part thereof, OHCA may do so by providing the Contractor with a Notice to that effect. The Contractor shall immediately, upon receipt of Notice, cease all operations specified for the period specified in such Notice.
 - iii. OHCA reserves the option to terminate the Contract for any significant undue burden that negatively impacts OHCA operations. OHCA will notify the Contractor through a Notice of any negative impact and the Contractor shall have up to thirty (30) calendar days from the date of the Notice to correct the root cause of any negative impact listed under this paragraph. The Notification shall specify the severity of the impact and set the deadline for correction. If the Contractor fails to correct the root cause or provide a work around acceptable to OHCA within the specified days, OHCA may, in its sole discretion, based on severity, continue with the Contractor or terminate the agreement in accordance with Section A.22.g (Termination for Cause). Depending on the severity of the negative impact, the cancellation may be immediate in accordance with Section A.22.g.ii.
- j. Dispute Resolution
 - i. The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. When a dispute arises between OHCA and the Contractor, both parties will attempt to resolve the dispute pursuant to this subsection.
 - ii. When a dispute arises between OHCA and the Contractor, each shall notify the other of the dispute, with the Notice specifying the disputed issues and the position of the party submitting the Notice. Both parties shall use their best, good faith efforts to resolve the dispute within ten (10) State of Oklahoma business days of the submission by either party to the other of such Notice of the dispute. If OHCA's Chief of Business Enterprise and the Contractor's Account Manager are unable to resolve the dispute, either party may request the dispute be escalated to OHCA Professional Services Contract Manager. A "resolution of dispute" Notice must be issued within ten (10) State of Oklahoma business days of the receipt of OHCA's Chief of Business Enterprise or Contractor's Account Manager notification of impasse. The dispute resolution Notice submitted to OHCA Professional Services Contract Manager shall specify the disputed issues, the position of the party submitting the Notice and what

- the requester understands of the relative positions of the parties. The Contractor shall be afforded an opportunity to be heard or offer evidence in support of its position. OHCA Professional Services Contract Manager shall use good faith efforts to resolve the dispute within ten (10) State of Oklahoma business days of submission by either party of dispute resolution Notice.
- iii. If OHCA Professional Services Contract Manager's resolution is not satisfactory to the Contractor, the Contractor may appeal to OHCA's Chief Executive Officer. Any appeal to OHCA CEO must be filed within five (5) State of Oklahoma business days of receipt of the resolution issued by OHCA Contract Manager.
 - iv. If any disputes remain, the parties shall be entitled to pursue their available equitable and legal remedies privately. The parties agree that, except as otherwise specified in this document, the dispute process described above in this subsection shall precede any action in a judicial or quasi-judicial tribunal. The remedies afforded in this paragraph are a substitute for the remedies provided in OAC 317:2-1-2. Exhaustion of administrative remedies is required before resort to courts.
 - v. Pending final determination of any dispute hereunder, the Contractor shall proceed diligently with the performance of the provisions of this Contract and in accordance with the direction of OHCA Professional Services Contract Manager.
- k. Corrective Action Plan (CAP)
- i. Any time there is a deficiency in the Care Management System, the Contractor must electronically submit a CAP to OHCA within five (5) business days of identification or notification of the deficiency. OHCA will then have five (5) business days to review, and approve or reject the CAP. The CAP shall include, but not be limited to, the following information:
 - 1. Estimate of the time required to resolve the deficiency;
 - 2. The Contractor staff assigned to complete the CAP.
 - 3. Date the deficiency was identified;
 - 4. Date CAP was created;
 - 5. Detailed description of the deficiency including the source and symptoms of the deficiency;
 - 6. A description of the case or prior authorization impacts, if any;
 - 7. Description of the actions needed to correct the deficiency;
 - 8. Milestones to complete the CAP with deadlines; and,
 - 9. Date the CAP is estimated to be completed.
 - ii. When a CAP exceeds the scheduled date of completion, a new CAP shall be submitted for OHCA approval.
- l. Identified Costs
- i. The Contractor agrees to the importance of the resulting Contract and performance standards contained herein. The parties may elect to use any

- or all remedies available to them on default whether set forth above in Section A.22.i Maintenance and Operations or otherwise available to them by law.
- ii. The Contractor is responsible for the functioning of all contractually required elements of the system. In the event that any aspect of this System is not operating correctly, the Contractor is subject to monetary and other sanctions and corrective actions.
 - iii. OHCA and the Contractor, its agents, employees and subcontractors agree that in the event of failure to meet the Contract requirements, deliverable dates, system functionality, or any standard performance within the time set forth under each Section, “damages” shall be sustained by OHCA and that it may be impractical and extremely difficult to ascertain and determine the actual damages which OHCA will sustain by reason of such failure. It is therefore agreed that OHCA, at its sole option, may require the Contractor to pay identified costs for such failures with the following provisions:
 - 1. Where the failure is the sole and exclusive fault of OHCA, no identified cost shall be imposed.
 - 2. For any failure by the Contractor to meet any performance standard, project task, system functionality, project deliverable date, or timeframes specified in any section of the Contract or submitted in writing by OHCA to the Contractor, OHCA may require the Contractor to pay identified costs in the amount specified below per calendar day, per task, per deliverable, per cost for prior authorization approved in error, performance standard, or timeframe for each day thereafter until such task, deliverable, or performance standard is completed and accepted by OHCA.
 - 3. If OHCA receives the Corrective Action Plan as defined in Section 29.6 by the due date, it will cooperate with the Contractor to achieve a mutually agreed upon final Corrective Action Plan and schedule. OHCA may, at its sole discretion, impose identified costs if the Contractor does not meet the schedule and no extension has been granted. OHCA and the Contractor agree that the figures listed in Section A.22.m Corrective Measures represent the reasonable pre-breach estimate of probable loss that will be sustained by OHCA.
- m. Corrective Measures
- Pertaining to corrective measures, the Contractor will have or will be assessed the following:
- i. Contractor shall submit a Notice to OHCA at least ten (10) State of Oklahoma business days in advance requesting approval for a change in the assigned Key Personnel defined in Section B – Table 4. If an immediate change in Project Manager is required due to the current Project Manager being unwilling or unable to perform his or her duties, the Contractor shall submit a Notice to OHCA within forty-eight (48)

- hours of identifying the need. OHCA may impose identified costs in the amount of \$15,000 if Contractor changes Project Managers during project development/startup without good cause or without appropriate Notice and approval from OHCA, as noted in this paragraph and as determined by OHCA. At the discretion of OHCA, the \$15,000.00 costs may be waived, for example if OHCA requests the removal and replacement of the Project Manager(s).
- ii. Contractor must notify OHCA designee by e-mail within 15 minutes at any time the system is unavailable for use by OHCA staff, members, stakeholders, or providers and again when it is available for use. Identified costs will be imposed at a rate of \$500 for each 0.01% percentage point below system availability requirements of 99.9% daily scheduled availability assessed over each one-month period. OHCA may choose to waive the fee.
- n. Audit and Records Clause
- i. 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 format. In accepting any Contract with OHCA, the Contractor agrees any pertinent State or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
 - ii. Contractor is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) 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 (7) year retention period, whichever is later.
- o. Choice of Law and Venue
- i. Any claims, disputes, or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, without regard to application of choice of law principles.
 - ii. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in 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.
- p. Compliance with Applicable Laws
- i. 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 agree to be mutually bound by such changes.

- ii. As applicable, and without intended limitation, the parties shall comply with and certify compliance with:
1. Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.;
 2. Rehabilitation Act, 29 U.S.C. § 701 et seq.;
 3. Drug-Free Workplace Act, 41 U.S.C. § 8101 et seq.;
 4. Title XIX and Title XXI of the Social Security Act, 42 U.S.C. § 1396 et seq. and § 2101 et seq.;
 5. Civil Rights Act, 42 U.S.C. § 2000d et seq. and § 2000e et seq.;
 6. Age Discrimination Act, 42 U.S.C. § 6101 et seq.;
 7. Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.;
 8. Oklahoma Anti-Discrimination Act, 25 O.S. § 1101 et seq.;
 9. Oklahoma Worker's Compensation Act, 85A O.S. § 1 et seq.;
 10. Fair Labor Standards Act, 29 U.S.C. § 201 et seq.;
 11. Equal Pay Act, 29 U.S.C. § 206(d);
 12. 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 et seq., which (1) prohibit the use of federal funds paid under this Contract to lobby Congress or any federal official to enhance or protect the monies paid under the Contract, and (2) require disclosures to be made if other monies are used for such lobbying;
 13. Presidential Executive Orders 11141, 11246, 11375, and 11478, and Amendments thereto, and 5 U.S.C. § 3501, and as supplemented in the Department of Labor regulations at 41 C.F.R. Chapter 60, 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, sexual orientation, gender identity, disability, or national origin;
 14. The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Parts 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act¹ (HITECH) (42 U.S.C. § 300jj et seq. and § 17921 et seq.);
 15. Vietnam Era Veterans' Readjustment Assistance Act, 38 U.S.C. § 4212 and 41 C.F.R. Part 60-300;
 16. Protective Services for Vulnerable Adults Act, 43A O.S. § 10-101 et seq.;
 17. Nonprocurement, debarment, and suspension, 2 C.F.R. Part 376;

¹ The American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" (HITECH) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations).

- 18. 74 O.S. § 85.44(B) and (C) and 45 C.F.R. §§ 75.320, 75.439, and 75.465 (as defined by 45 C.F.R. § 75.2);
 - 19. Anti-Kickback Act of 1986, 41 U.S.C. § 8701 et seq.;
 - 20. Oklahoma Anti-Kickback Act of 1974, 74 O.S. § 3401 et seq.;
 - 21. Federal False Claims Act, 31 U.S.C. §§ 3729-3733 and § 3801 et seq.;
 - 22. Oklahoma Medicaid False Claims Act, 63 O.S. § 5053 et seq.; and,
 - 23. 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.
- q. The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.
 - r. 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.
 - s. The Contractor shall maintain all applicable licenses and permits required in association with its obligations hereunder.
 - t. The Contractor shall inform its employees or agents who perform services for OHCA under this Contract of the Contractor's obligations hereunder and shall require its employees or agents to comply accordingly. At the request of OHCA, Contractor shall promptly provide adequate evidence that such persons are its employees or agents and have been informed of their obligations hereunder.

24. Federal Terms and Conditions

Contractor shall comply with the following Federal regulations, as applicable to the Contract:

Category	Citation
Procurement Standards	State Medicaid Manual (SMM) Section 11267 45 C.F.R. Part 95 Subpart F §95.615 45 C.F.R. Part 74 State Medicaid Director (SMD) Letter of Dec. 4, 1995 42 C.F.R. 433.122(5) and (6) 42 C.F.R. Part 433.112(b)(6)-(8) 42 C.F.R. Part 433.112(b)(2)-(3)
Access to Records	45 C.F.R. Part 95 Subpart F §95.615 SMM Section 11267

<p>Software & Ownership Rights, Federal Licenses, Information Safeguarding, Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance, and Progress Reports</p>	<p>OHCA shall own any software, procedures, or publications designed, developed, installed, or improved with 90 percent FFP. OHCA shall retain the right to sign, extend, or cancel any licenses for software used in operation of MMIS. OHCA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use software, modifications to the software, and documentation designed, developed, installed, or improved with 90 percent FFP. 45 C.F.R. Part 95 Subpart F §95.617 42 C.F.R. Part 433.112(b)(4) – (5) 42 C.F.R. Part 431.300 42 C.F.R. Part 164</p>
<p>Information Safeguarding</p>	<p>42 C.F.R. Part 433.112(b)(9) 45 C.F.R. Part 205.50</p>
<p>Progress Reports</p>	<p>SMM Section 11267</p>
<p>Disaster Recovery Procedure</p>	<p>All Contractor will be required to develop and maintain a Business Continuity Plan that will address aspects of disaster recovery. The Business Continuity Plan will provide procedures for emergencies and disasters, and for maintaining a state of readiness to meet all operational requirements.</p>
<p>IV&V</p>	<p>45 C.F.R. Part 95.626</p>

25. Confidentiality

- a. The Contractor shall maintain strict security of all State data and records entrusted to it or to which the Contractor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations and policies, including, but not limited to, federal regulations concerning Protected Health Information, Personally Identifiable Information, and Federal Tax Information, and shall use any such data or records only as needed by Contractor for performance of its obligations hereunder. If Contractor utilizes a permitted subcontractor, Contractor shall obtain specific written assurance that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Contractor, to the extent applicable.
- b. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by OHCA Chief of Business Enterprises, the Chief Executive Officer of OHCA, or in compliance with a valid court order. The Contractor shall immediately forward to OHCA

Chief of Business Enterprises any request by a third party for data or records in the possession of the Contractor or any subcontractor or to which the Contractor or subcontractor has access and Contractor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third-party request.

- c. HIPAA Compliance
 - i. To the extent any provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including but not limited to the Privacy Rule and Security Rule, or the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations, apply to the parties and their functions or activities – including officers, agents, and employees – agree to these terms. The Contractor acknowledges that in their role as Contractor, they may have or obtain access to protected health information (“PHI”), including but not limited to individually identifiable health information, some of which may be Electronic Protected Health Information (“Electronic PHI” or “ePHI”) both as defined in HIPAA.
 - ii. Definitions Pertaining to HIPAA:
 - 1. Contractor. “Contractor” shall generally have the same meaning as the term “Business Associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement/Contract, shall mean the successful Bidder.
 - 2. Discovery. “Discovery” shall generally mean the first day a Security Incident or breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.
 - 3. OHCA. OHCA shall generally have the same meaning as the term “Covered Entity” at 45 C.F.R. § 160.103.
 - 4. HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and the Privacy, Security, Breach Notification, and Enforcement Rules per 45 C.F.R. Part 160 and Part 164, all as may be amended, and related regulations, including Administrative Simplification rules at 42 U.S.C § 1320d et seq. and the HITECH Act of 2009.
 - 5. The following terms used in this section shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
 - iii. Obligations of Contractor:
 - 1. Contractor may use Electronic PHI and PHI (collectively, “PHI”) solely to perform its duties and responsibilities under this Contract and only as provided in this Contract. Contractor acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Contract or as Required by Law. Specifically,

Contractor agrees it will and will require its employees, agents, vendors, and subcontractor to:

- a. Use or further Disclose PHI only as permitted in this Contract or as Required by Law, including, but not limited to HIPAA;
 - b. Ensure that SoonerCare member information is confidential and is not to be released to pursuant to 42 U.S.C §1396a(a)(7), 42 C.F.R. §§431.300-431.306 and 63 O.S. § 5018. Contractor(s) agrees not to release the information governed by these SoonerCare member requirements to any other person or entity without the approval of OHCA, or as required by law or court order.
2. Ensure 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. Implement and document appropriate technical, physical, and administrative safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by this Contract, and to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of OHCA in accordance with HIPAA including but not limited to training all employees, agents, and subcontractors in HIPAA to protect OHCA's PHI and prevent, detect, contain, and correct Security violations in accordance with HIPAA; applying security patches and performing vulnerability assessments on a regular basis, and using encryption for all electronic transmission of PHI including forced TLS connections for email;
 4. Not Use or Disclose or otherwise make available OHCA's PHI to any entity or individual who is not subject to the laws of the United States;
 5. Not receive remuneration from a third party in exchange for Disclosing PHI received from or on behalf of OHCA;
 6. Report to OHCA any Use or Disclosure of PHI that is not permitted under this Contract as soon as reasonably practicable upon Discovery it but not later than five (5) business days from discovery, and mitigate, to the extent practicable and in cooperation with OHCA, any harmful effects known to it of a Use or Disclosure made in violation of this Contract;
 7. Report potential known violations of 21 O.S. §1953 to OHCA Legal Division without delay and in no event later than five (5) calendar days after Discovery 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.
 8. Report to OHCA any Security Incident upon Discovery within five (5) calendar days of knowledge of the incident, as defined in the Security Rule, with respect to Electronic PHI, as well as any breaches of Unsecured PHI as required by 45 C.F.R. § 164. A Security Incident shall include, but is not limited to, unwanted disruption or denial of service, unauthorized

- use of a system for processing or storing ePHI, or changes to system hardware, firmware, or software without Contractor's consent. Reports shall include both attempted or successful Security Incidents;
9. With the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. § 164.412, notify OHCA promptly, in writing and without unreasonable delay and in no case later than five (5) business days, upon the Discovery of a Breach of Unsecured PHI as reasonable in the HITECH Act or accompanying regulations, pursuant to the terms of 45 C.F.R. §164.410. Such notice shall include, to the extent possible, the name of each individual who's Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, or Disclosed during such Breach. Contractor shall also, to the extent possible, furnish OHCA with any other available information that OHCA is required to include in any notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Contractor's notification to OHCA or promptly thereafter as such information becomes available. Contractor shall cooperate in OHCA's breach analysis procedures, including risk assessment, if requested.
 10. 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.
 11. 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.
 12. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, vendors, and agents to whom it provides PHI or who create, receive, Use, Disclose, maintain, transmit, or have access to OHCA's PHI agree to the same restrictions, conditions, and requirements that apply to the Contractor under this Contract, including but not limited to implementing reasonable and appropriate safeguards to protect PHI. Contractor must obtain satisfactory written assurance of this from the subcontractor, and make this assurance available to OHCA upon request;
 13. Contractor will make available PHI in a designated record set to OHCA as necessary to satisfy OHCA's obligations under 45 C.F.R. § 164.524;
 14. Contractor will make any amendment(s) to PHI in a designated record set as directed or agreed to by OHCA pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy OHCA's obligations under 45 C.F.R. § 164.526;

15. Any disclosure of OHCA data must be approved in advance by OHCA and then only to individuals expressly authorized to review such information under applicable federal or state laws. If Contractor, employees, or subcontractors discloses or attempts to disclose OHCA data, an injunction may be sought to prevent that disclosure as well as any other remedies of law that may be available. Participants shall provide written notice to OHCA of any use or disclosure of OHCA data not provided for by this Contract of which Contractor becomes aware within five (5) business days of its discovery.
16. Notwithstanding anything to the contrary herein, Contractor shall promptly provide written notice to OHCA upon receipt of a subpoena or other legal process that seeks disclosure of OHCA data, so that OHCA may have the opportunity to seek an appropriate protective order, on its own behalf, with respect to such data. Contractor will, to the extent allowed by law, fully cooperate with any attempt by OHCA to seek such a protective order, including but not limited to withholding from production any data before OHCA has had a reasonable opportunity to seek such an order or to seek review of the denial of such an order or the issuance of an order that OHCA deems insufficiently protective.
17. Contractor will maintain and make available the information required to provide an accounting of disclosures to OHCA as necessary to satisfy OHCA's obligations under 45 C.F.R. § 164.528;
18. To the extent the Contractor is to carry out one or more of OHCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s);
19. Contractor will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
20. To the extent allowed by law, indemnify and hold OHCA harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the unauthorized Use or Disclosure by Contractor, its employees, subcontractors, vendors, and agents of any PHI or related to the Breach by Contractor, its employees, subcontractors, vendors, and agents of any obligation related to PHI;
21. Provide access in a timely manner to PHI maintained by Contractor in a Designated Record Set to OHCA, or if directed by OHCA, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524. In the event that any Individual requests access to PHI directly from Contractor, Contractor shall promptly forward such request to OHCA. Any denials of access to the PHI requested shall be the responsibility of OHCA;
22. Make PHI available in a timely manner to OHCA for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526;

23. Document Disclosure of PHI and information related to such Disclosure as would be required for OHCA to respond to a request by an Individual for an accounting of Disclosures of PHI, in accordance with 45 C.F.R. § 164.528, and within five (5) business days of receiving a request from OHCA, make such Disclosure documentation and information available to OHCA. In the event the request for an accounting is delivered directly to Contractor, Contractor shall promptly forward such request to OHCA;
 24. Make its internal policies, procedures, practices, books, and records related to the Use and Disclosure of PHI received from or created or received by Contractor on behalf of OHCA available to the Secretary of HHS, authorized governmental officials, and OHCA for the purpose of determining Contractor's compliance with HIPAA. Contractor shall give OHCA advance written notice of requests from DHHS or government officials and provide OHCA with a copy of all documents it makes available;
 25. Respond to OHCA's request for confirmation and certification of Contractor's ongoing compliance with HIPAA, including but not limited to conducting regular security audits and assessments as necessary to evaluate its Security and Privacy practices.
- iv. Permitted Uses by Contractor:
1. Except as otherwise provided in this Contract, Contractor may Use or Disclose PHI on behalf of or to provide services to OHCA for the purposes specified in this Contract, only if such Use or Disclosure of PHI would not violate the HIPAA if performed by OHCA and is consistent with OHCA's Minimum Necessary Policies. Contractor may:
 - a. Use PHI for its proper management and administration as necessary to perform the services set forth in the Contract, or to fulfill any present or future legal responsibilities of Contractor;
 - b. Use PHI to de-identify the information in accordance with 45 C.F.R. § 164.514(a)-(c).
 - c. Use or Disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Contractor, provided that (i) the Disclosure is Required by Law; or (ii) Contractor obtains reasonable assurances from any person to whom the PHI is Disclosed that such PHI will be kept confidential and will be Used or further Disclosed only as Required by Law or for the purpose(s) for which it was Disclosed to the person, and the person commits to notifying Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached;
 - d. Disclose PHI to report violations of law to appropriate federal and state authorities;
 - e. Aggregate the PHI with other data in its possession for purposes of OHCA's Health Care Operations;

- f. Make Uses and Disclosures and requests for PHI consistent with the Minimum Necessary standards.
 - g. Contractor may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by OHCA.
 - v. OHCA Obligations:
 - 1. OHCA shall notify Contractor of any limitation(s) in OHCA's Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.
 - 2. OHCA shall notify Contractor of any changes in, or revocation of, the permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.
 - 3. OHCA shall notify Contractor of any restriction on the Use or Disclosure of PHI that OHCA has agreed to or is required to abide by under 45 C.F.R. §164.522, or as mandated pursuant to Section 13405(c) of the HITECH Act, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.
 - vi. OHCA shall not request Contractor to Use or Disclose PHI in any manner that would violate the Privacy Rule if completed by OHCA.
- d. Obligations of Contractor Upon Termination:
 - i. Upon termination of this Contract for any reason, Contractor, with respect to PHI received from OHCA, or created, maintained, or received by Contractor on behalf of OHCA, shall:
 - 1. Retain only that PHI that is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Comply with the data transition requirements in the turnover plan as described in Section 43(Turnover), including:
 - 3. Transmit the PHI that the Contractor still maintains in any form to OHCA or another Contractor of OHCA at termination;
 - 4. Obtain or ensure the destruction of PHI created, received, or maintained by subcontractors;
 - 5. Destroy the PHI that Contractor maintains in any form by an agreed upon date in the turnover plan; this date shall be known as the Retention Date.
 - 6. All electronic storage media shall be disposed of in accordance with the media sanitation procedures outlined in the State of Oklahoma Information Security Policy, Procedures, Guidelines, Appendix E, Revision 3 that can be accessed at the following link:
<https://ok.gov/cio/documents/InfoSecPPG.pdf>.
 - 7. The Contractor shall send written certification of the destruction of the files to OHCA within 30 calendar days of the destruction;
 - 8. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Contractor retains any PHI; and,

9. Not Use or Disclose the PHI retained by Contractor other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under “Permitted Uses and Disclosures By Contractor” that applied prior to termination;
- e. Survival: The obligations of Contractor under this Contract shall survive the termination of the Contract.
- f. Miscellaneous:
 - i. If Contractor maintains a Designated Record Set in an electronic format on behalf of OHCA, then Contractor agrees that within 30 calendar days of written request, Contractor shall provide to OHCA a complete report of all Disclosures from the Designated Record Set covering the seven years immediately preceding the termination or expiration. The report shall include patient name, date and time of Disclosures, description of what was Disclosed, purpose of Disclosure, name of individual who received the information, and, if available, what action was taken within the Designated Record Set.
 - ii. 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.
- g. Security Controls
 - i. Media Controls - In the event that data is exchanged via the Internet or File Transfer Protocol (FTP) reasonable encryption and the employment of authentication/identification techniques are required for use in safeguarding data. Furthermore, OHCA reserves the right to audit any organization’s implementation of, and/or adherence to the requirements, as stated in this Contract upon thirty (30) days’ notice during reasonable business hours. This includes the right to require that any organization utilizing the Internet or FTP for transmission of data submit documentation to demonstrate that it meet the requirements contained in this Contract.

26. Patents and Copyrights

- a. Without exception, the Products prices shall include all royalties or costs owed by the Contractor to any third party arising from the use of a patent or copyright.
- b. If a third party claims that any portion of the Products provided by Contractor under the terms of this Contract infringes that party’s patent or copyright, the Contractor shall defend the State against the claim at the Contractor’s expense and pay all related costs, damages, and attorneys’ fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Contractor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State,

- allows the Contractor to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall be granted authorization to equally participate in any proceeding related to this section but Contractor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- c. If such a claim is made or appears likely to be made, the Contractor shall enable the State to legally continue to use, or modify for use, the portion of Products at issue or replace such potential infringing Products with at least a functional non-infringing equivalent. If the Contractor determines that none of these alternatives is reasonably available, the State shall return such portion of the Products at issue to the Contractor, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other Products which are rendered materially unusable as intended due to removal of the portion of Products at issue.
 - d. Contractor has no obligation regarding a claim based on any of the following:
 - (i) modification of a product by any party other than Contractor, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Contractor;
 - (ii) a program's use in other than its specified operating environment;
 - (iii) the combination, operation, or use of a product with other products not provided by Contractor as a system or
 - (iv) infringement solely by a non-Contractor product that has not been provided to the State by, through or on behalf of the Contractor as opposed to its combination with products Contractor provides to or develops for the State as a system.

27. Limitation of Liability

For any claim or cause of action arising under or related to the Contract, Contractor's liability for damages of any kind to OHCA shall not exceed the value of Contractor's Commercial General Liability Coverage as defined in Section A.19.a above. However, this limitation of Contractor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including, but not limited to, patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or federal law including, but not limited to, disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation. To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

28. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- a. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with, or included

for use in, leased or purchased equipment under this Contract remain the property of OHCA.

- b. Personal Identification Information and Protected Health Information may be retained within electronic media devices and components; therefore, OHCA shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Contractor to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Contractor may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, OHCA shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information and Protected Health Information that may be stored within the hard drive or memory of the device.

29. Offshore Services

- a. The Contractor shall not enter into any subcontract, which uses any public funds within its control to purchase services, which will be provided outside the United States. This reflects prohibition on the purchase of offshore services.
- b. The service provider shall disclose the following:
 - i. The location(s) where all services will be performed by the Contractor and subcontractor;
 - ii. The location(s) where any State data associated with any of the services are provided, or seek to provide, will be accessed, tested, maintained, backed-up, or stored;
 - iii. Any shift in the location of services being provided by the Contractor or subcontractor; and,
 - iv. The principle location of business for the Contractor and all subcontractor who are supplying services to the State of Oklahoma under the proposed Contract(s).
 1. The State of Oklahoma will determine when the purchase of offshore services does not apply in regard to:
 - a. Situations in which it is deemed an emergency; and,
 - b. OHCA deems it necessary to waive some or all of the requirements herein.
 2. The Contractor may perform some development functions outside of Oklahoma but within the continental United States. Oklahoma health data must never leave the continental United States. If any Contractor or subcontractor work identified for performance in the United States is moved to another country or outside the continental United States, such action may be deemed a breach of the Contract.

30. Disaster Recovery Plan

- a. The Contractor shall submit a plan that addresses business continuity and disaster recovery related to emergency situations to OHCA for approval before starting operations; both parties shall agree upon the submission deadline date.
 - i. The plan must include at a minimum the following aspects of disaster recovery: communications, physical plant security, data security, and fire/disaster prevention and recovery procedures. Each aspect included within the disaster recovery plan must describe both the Contractor and OHCA responsibilities.
 - ii. The Contractor may include resources outside Oklahoma but within the continental United States as part of this plan. If applicable, the plan must satisfy all requirements for Federal certification.
 - iii. The plan shall be maintained and updated by the Contractor throughout the term of the Contract, and shall be available for review by State or federal officials on request.

31. Compliance with Technology Policies

The Contractor agrees to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

32. Information Security

- a. The Contractor must sign Acceptable Use, Confidentiality, and Non-Disclosure agreements, and User Logon Authorization. The Contractor shall comply with information security auditing and compliance.
- b. The Contractor will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operation of secure information systems within governmental agencies by establishing minimum levels of due diligence for information security controls for information systems.

33. Electronic & Information Technology Accessibility (EITA)

- a. For Information Technology or Communications Products, Systems or Applications requiring development and/or customization, the following provisions shall apply:
- b. The solution shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at http://www.ok.gov/cio/documents/isd_itas.pdf.
- c. The Contractor shall provide a Voluntary Product Accessibility Template (VPAT) describing Standards compliance, which may be provided via a URL linking the VPAT. Contractor shall describe the solution’s compliance and identify, if and as applicable, (i) which exception to the Standard applies or (ii) a description of the tasks and estimated cost to make the proposed products

- and/or service compliant with applicable Standards. All representations contained in the VPAT provided will be relied upon by the State for documentation of accessibility compliance.
- d. The proposed solution must include provisions for substituting accommodation hardware, firmware and software that represent advancements in technology with respect to that originally offered. All substitutions must be certified by OHCA as a suitable replacement for or addition to the appropriate accommodation hardware, firmware or software.
 - e. Any single enhancement or combination of enhancements, when enabled, must be compatible with all system operations and procedures that are available when the enhancements are not enabled.
 - f. The proposed solution must provide for accommodation hardware, firmware, or software that becomes available after award of Contract that offers improvements in technology to better provide for the needs of users with disabilities. If OHCA elects to do so, it may evaluate the provision and accept the request for substitution of equipment covered in the resulting Contract, but not yet delivered.

34. Emerging Technologies

OHCA reserves the right to modify the terms of this Contract at any time to allow for technologies not identified elsewhere under this document. If OHCA feels it is warranted to add an “emerging technology,” OHCA reserves the right to include such technology hereunder or to issue a formal modification or amendment to the Contract.

35. System Functionality Upgrades

Any upgrade or enhancement to the system Contractor requires to maintain system functionality, or as a release-based upgrade, shall be provided at no charge to OHCA. The Contractor shall provide documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable OHCA duties and responsibilities; or the Contractor shall provide documentation that it will no longer supply maintenance assistance to the applicable system component being upgraded or enhanced.

36. Ownership Rights

- a. OHCA understands that Contractor is engaged to use its existing knowledge, training, experience, Consumer Off the Shelf (COTS) product and proprietary methodologies (“Contractor Utilities”) to perform the Services set forth in this Contract. OHCA will not acquire, and Contractor will not assign, any right, title or interest in or to the Contractor Utilities, or any text, data or other materials that were owned by, or licensed to, Contractor prior to Contractor’s performance of Services under the Contract (“Preexisting Intellectual Property”) or to any new knowledge, techniques and methodologies developed by Contractor in the performance of the Services and the creation of the Deliverables. As between Contractor and OHCA, Contractor is and will remain the owner of all Preexisting Intellectual Property and Contractor Utilities and all processes, know-how,

- methodologies, and technology used in connection with providing the services under the Contract.
- b. OHCA shall have the sole and exclusive ownership of any software customization and configuration (hereafter software configuration) developed by the Contractor for OHCA in order to use the Consumer Off the Shelf (COTS) product obtained in relation to this Contract. This includes but is not limited to the right to use, reproduce, reuse, alter, modify, edit, or change the software configuration as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Contractor's Utilities, OHCA shall be deemed the sole and exclusive owner of all rights, titles, and interest therein, including but not limited to, all source data, information, and materials furnished to OHCA, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto.
 - c. This Contract is funded wholly or in part with federal funds, so the software configuration and associated documentation is owned by OHCA and may be shared with other publicly funded agencies at the discretion of OHCA without permission from, or additional compensation to the Contractor.

37. Turnover

- a. Twelve months prior to the conclusion of the Contract, or in the event the Contractor's company ceases to do business or no longer exist, the Contractor shall provide, at no extra charge, assistance in turning over the operations to OHCA or its agent. The Contractor shall provide a draft Turnover Plan which includes at least the following:
 - i. Proposed approach to turnover;
 - ii. Identification of State-owned equipment and/or furnishings;
 - iii. Identification of documentation in Contractor's possession that is necessary for the operation of services under this Contract;
 - iv. Transfer of all data in a usable format to OHCA;
 - v. Turnover tasks and schedule;
 - vi. A template turnover status report;
 - vii. Acceptance criteria for turnover activities; and,
 - viii. Estimated date of certification that all data in Contractor's possession has been turned over and all copies of data in Contractor's possession have been destroyed.
- b. OHCA and the Contractor shall work together to develop the Turnover Plan.
- c. OHCA shall approve the Turnover Plan prior to Contractor beginning turnover activities. At the 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.
- d. 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.
 - e. OHCA shall begin withholding 15% of the total invoice amount each month no more than twelve months prior to the conclusion of the Contract. The amount withheld will be payable for the following deliverables:
 - i. Approved Turnover Plan – OHCA shall withhold five percent (5%) of each monthly invoice until the Turnover Plan is approved. Upon approval, the Contractor shall invoice OHCA total amount withheld; and,
 - ii. Approved Operations Turnover – OHCA shall withhold ten percent (10%) of each monthly invoice until the completed turnover of operations and acceptance of the final Turnover Results Report is approved by OHCA. Upon approval, the Contractor shall invoice OHCA for the total amount withheld.

38. Source Code Escrow - Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Contractor shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Contractor shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a. A bona fide material default of the obligations of the Contractor under the agreement with the agency;
- b. An assignment by the Contractor for the benefit of its creditors;
- c. A failure by the Contractor to pay, or an admission by the Contractor of its inability to pay, its debts as they mature;
- d. The filing of a petition in bankruptcy by or against the Contractor when such petition is not dismissed within sixty (60) days of the filing date;
- e. The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Contractor's property;
- f. The inability or unwillingness of the Contractor to provide the maintenance and support services in accordance with the agreement with the agency;
- g. The ceasing of a Contractor of maintenance and support of the software; or
- h. Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

39. Independent Verification and Validation

CMS requires an Independent Verification and Validation (IV&V) contractor to represent the interest of CMS, and to provide an independent and unbiased perspective on the progress of MMIS development and enhancement. The IV&V contractor informs CMS of significant risks or issues as the module(s) / system is planned, developed, and deployed. Further information about the role of the IV&V can be found in 45 C.F.R § 95.626 (b) and (c). Contractor shall coordinate with OHCA's Independent Verification and Validation contractor(s) during system implementation and CMS certification.

Care Management Request for Proposal

Attachment B – Scope of Work



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Cover Page

RFP #: 8070000044

Brief Description of Requirement:

The State of Oklahoma Office Of Management and Enterprise Services (OMES), Central Purchasing (CP), is soliciting competitive sealed bids from qualified Contractors for fixed price proposals for a hosted Care Management (CM) Solution on behalf of the Oklahoma Health Care Authority (OHCA) Care Management (CM) Program to primarily serve the Medicaid population of Oklahoma. The CM Solution needs to be implemented to comply with Centers for Medicare and Medicaid Services (CMS) Seven Conditions and Standards and CMS Medicaid Information Technology Architecture (MITA) 3.0. OHCA is seeking a system that will integrate closely with the Oklahoma Medicaid Management Information System (MMIS) and allow the agency to:

- Coordinate care management activities between business units and other organizations;
- Automate workflows;
- Provide better tracking and reporting capabilities;
- Provide smooth communication across business units and state organizations; and,
- Create a registry of care management outcomes across the agency.

Calendar of Events

All dates are estimates and subject to change.

ACTIVITY	DATE
RFP available on website/email Bidders	Friday, December 14, 2018
RFP Questions Due by 3:00 p.m. CST	Friday, December 28, 2018
RFP answers available on website	Monday, January 7, 2019
Proposals Due to OMES by 3:00 p.m. CST	Wednesday, January 16, 2019
Potential Demos	Wednesday, March 6, 2019
Submission of Contract to CMS for Approval	Wednesday, April 3, 2019
Award of Contract	Monday, June 10, 2019
Operations Begin	Monday, July 1, 2019

Issued By and Return Sealed Bid in accordance with submission instructions in Section C. of the RFP.

To:

Office of Management and Enterprise Services
Central Purchasing
ATTN: Sheri Diehm
5005 N. Lincoln Blvd.,
Oklahoma City, OK 73105

Contracting Officer:

Name: Sheri Diehm

Email: sheri.diehm@omes.ok.gov

B. Scope of Work

1. Executive Summary

- a. OHCA is issuing this RFP for a state-of-the-art, Commercial Off The Shelf (COTS) Care Management System. OHCA is looking to modernize care management processes by replacing the current system with a more collaborative, centralized Care Management solution that will coordinate activities across the Oklahoma Medicaid Enterprise and between other agencies who are stakeholders in the care management process. OHCA future Care Management System will need to address the following components:
 - i. Implementing a single care management system that interfaces with OHCA Medicaid Management Information System (MMIS);
 - ii. Utilization of an electronic workflow;
 - iii. Mobile access and communications;
 - iv. Tracking capabilities;
 - v. Data extracting and reporting capabilities; and,
 - vi. Data Analytics.
- b. OHCA needs a common Care Management System that supports a holistic care management model by providing smooth communication across business units and state organizations, as well as creating a registry of care management outcomes across the agency. Additionally, OHCA is looking for a solution that allows for management of multiple programs in multiple work queues while also allowing Episodes of Care to be handled and integrated seamlessly between business units and other systems.

2. Project Overview

- a. OHCA intends to award a single Contract to a Contractor for the new Care Management System and ongoing maintenance and operations. OHCA is interested in proposals that demonstrate an integrated team approach with a single Prime Contractor and additional subcontractors, contracted to the Prime Contractor if indicated.
- b. The Contractor is expected to demonstrate an approach and solution that will:
 - i. Be flexible, robust, and interoperable with OHCA IT Enterprise technology to meet Care Management needs of OHCA;
 - ii. Be expandable in the future for possible additional users and agencies;
 - iii. Be flexible to meet State and federal policy changes; and,
 - iv. Be collaborative with OHCA staff with respect for the staffing limitations within OHCA and their other commitments.
- c. OHCA Care Management Solution will be utilized for the early identification of member healthcare needs, coordination of care, and results reporting. The solution will be built on MITA 3.0 compliant architecture meeting CMS Seven Conditions and Standards. In addition, the project includes implementing the proposed solution throughout the entire OHCA provider network and providing ongoing support for the System. The Contractor is also expected to host the System and provide technical support post-implementation.
- d. Specifically, the project will include the following components:

- i. Replacement of the current system, Atlantes, with a robust, full-functioning Care Management Solution which also includes risk stratification, and clinical/health analytics;
- ii. Conversion of Data from the MMIS and the Legacy Care Management System - Atlantes;
- iii. Implementation of Mobile access for OHCA staff, Members, Stakeholders, and Providers;
- iv. Hosting and operation of the Care Management Solution;
- v. Implementation of the Care Management Solution including services, installation, support, knowledge transfer, and training;
- vi. Near real-time data exchange with the Oklahoma MMIS;
- vii. Support for Member and Provider/Stakeholder portals that provide remote access from a variety of devices and locations, including mobile technology;
- viii. HIE and external provider EHR connectivity as well as direct messaging ability; and,
- ix. Ongoing maintenance and operation of the Care Management Solution;
- e. When implemented, OHCA Care Management information system must meet the CMS certification requirements for Care Management as defined in the CMS Medicaid Enterprise Certification Toolkit for Medicaid Management Information Systems, as applicable. The Contractor must participate in CMS Certification Life Cycle reviews. OHCA desires a COTS solution that is comprised of components that can be integrated into OHCA Enterprise Architecture. The solution shall have the potential to utilize OHCA MMIS components where desired. Dynamic data exchange with external systems is desirable. The System must support standards-based inbound and outbound transactions whenever appropriate.
- f. The Care Management Solution must also support OHCA business processes as described in the Use Cases in Attachment A. These processes are based on the MITA standards and the system must support the goals found in the MITA eSelf-Assessment in Attachment L.
- g. OHCA requires that no interruption of care management services will occur during and after the implementation of the new solution.

3. Background

- a. The Oklahoma Health Care Authority (OHCA) is the single state agency responsible for administering the Oklahoma Medicaid Program, known as SoonerCare. SoonerCare provides government assisted health insurance coverage to qualifying Oklahomans. Other state agencies that are also responsible for aspects of the Medicaid program include: the Oklahoma Department of Human Services (OKDHS), Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), and the Oklahoma State Department of Health (OSDH).
- b. SoonerCare covers a wide range of services through the programs, including:
 - i. Behavioral Health Services (BHS);
 - ii. Child Health Services (Early Periodic Screening, Diagnosis, and Treatment (EPSDT));
 - iii. Dental Services;

- iv. Physician Services;
 - v. Hospital Services;
 - vi. Nursing Home Services;
 - vii. Pharmacy Services;
 - viii. School-Based Services;
 - ix. Family Planning Services; and,
 - x. Non-Emergency Transportation Services
- c. SoonerCare health benefit and eligibility programs information.
- i. OHCA has many programs aimed at improving the health of our Members. A detailed description of the SoonerCare Health Program and Benefit information is available on the OHCA website at the following link: www.okhca.org/SoonerCareProgramsandBenefits.
 - ii. The SoonerCare Annual Report Primer provides additional information on SoonerCare and is available at: <http://www.okhca.org/SoonerCareAnnualReportPrimer>.
 - iii. SoonerCare enrollment statistics are available on OHCA website at the following link: <http://www.okhca.org/EnrollmentStatistics> under the Fast Facts section. Table 1 SoonerCare Enrollment Statistics Summary below represents a summary of State Fiscal Year 2016 SoonerCare statistics.

Table 1 SoonerCare Enrollment Statistics Summary

Summary Report of SFY 2016
<ul style="list-style-type: none"> ▪ 1 in 4 Oklahomans were enrolled in SoonerCare.
<ul style="list-style-type: none"> ▪ There were 1,052,826 unduplicated Members enrolled in the SoonerCare or Insure Oklahoma programs. Of those Members 187,350 were CHIP.
<ul style="list-style-type: none"> ▪ A total of 1,018,836 SoonerCare Members received services.
<ul style="list-style-type: none"> ▪ 49,269,428 claims were processed, 99% of which were filed electronically.
<ul style="list-style-type: none"> ▪ On average, 802,916 Members were enrolled each month of the SFY. Females comprised 57 % of the unduplicated Enrollees.
<ul style="list-style-type: none"> ▪ Age of SoonerCare Enrollees: <ul style="list-style-type: none"> ○ Children age 18 and younger – 59% ○ Adults age 19 to 64 – 35% ○ Adults age 65 and older – 6%.

4. Care Management

- a. The scope of OHCA Care Management procurement project encompasses multiple clinical departments of the agency. The Population Care Management, Behavioral Health Operations, Community Living Services and the Level of Care Evaluations departments provide care management, PASRR, and coordination services for SoonerCare Members depending on their needs.
- b. Detailed descriptions of OHCA Care Management Units and statistics can be found in Attachment D, Current Care Management Environment. Additional information on OHCA Care Management programs can be found in our Care

Management Program Evaluation, available for download at:
<http://www.okhca.org/CareManagementProgramEval>.

c. Enterprise Architecture

OHCA technical enterprise is comprised of a traditional MMIS and an integrated Online Eligibility & Enrollment system. The Oracle SOA Suite is currently utilized in both systems. The integration of the SOA suite, business rules engines, and workflow tools follows OHCA’s strategy to meet the CMS Seven Standards and Conditions and CMS certification criteria. Figure 1 represents a high-level view of OHCA enterprise architecture with a Care Management focus. Table 2 provides a list of the key architecture tools and components of the OME.

Figure 1 Care Management Enterprise Architecture

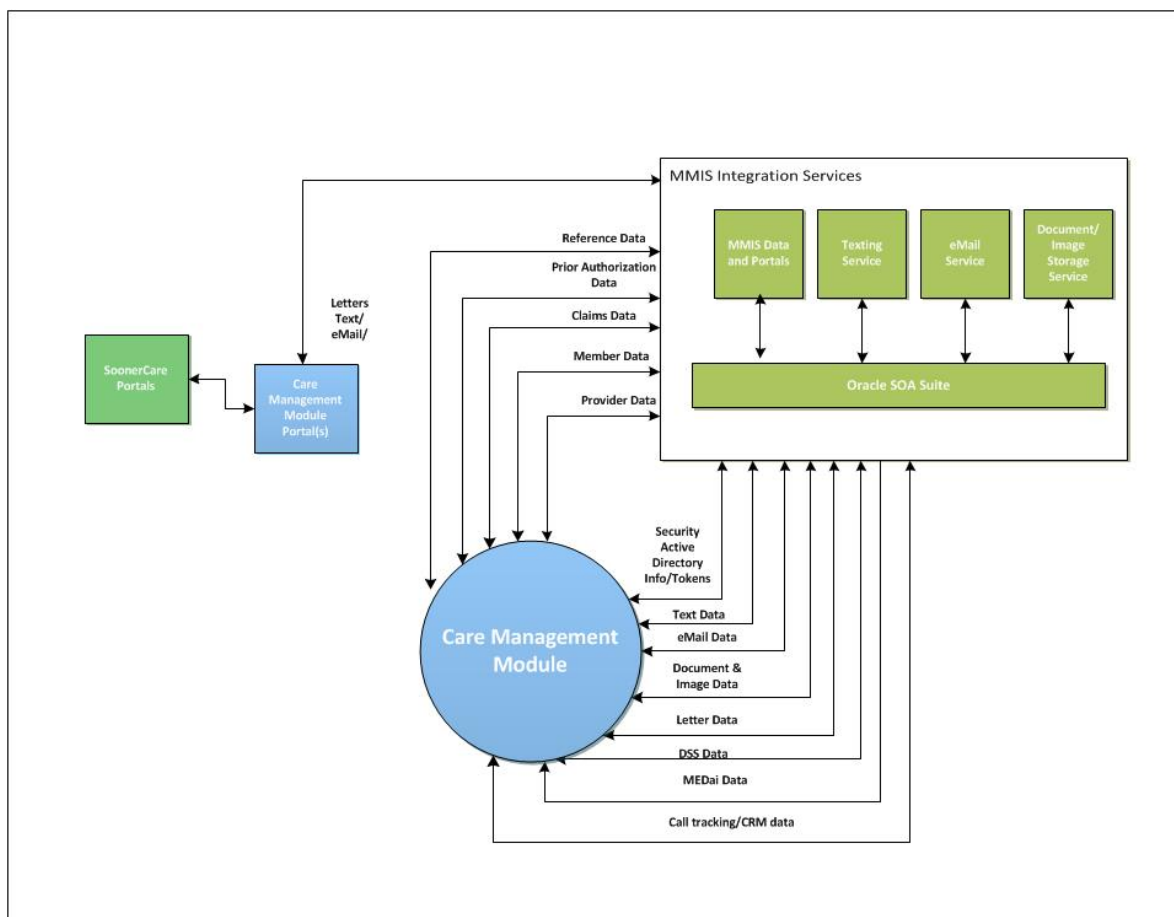


Table 2 OHCA Key Architecture Components

Tools	Product	Function	Responsibility
Business Rules Engines	<ul style="list-style-type: none"> In Rule Business Rules Management System 	Provides separation and reuse of business rules for easier management in the MMIS,	Oklahoma MMIS Vendor(s)

	<ul style="list-style-type: none"> Progress Software's Corticon Business Rules Management System 	Eligibility & Enrollment, and Workflow Systems.	
Master Data Management	<ul style="list-style-type: none"> IBM Initiate Master Data Service 	Provides Master Person Index for OME systems	Oklahoma MMIS Vendor(s)
Integration	<ul style="list-style-type: none"> Oracle SOA Suite 	Provides integration services and business process automation services	Oklahoma MMIS Vendor(s)
Data Warehouse and Analytics	<ul style="list-style-type: none"> Oklahoma MMIS Vendor(s) Data Warehouse running SAP BI Software 	Provides query and analytics to OHCA Medicaid Enterprise.	Oklahoma MMIS Vendor(s)
Document Management	<ul style="list-style-type: none"> IBM Content Management on Demand for Multiplatform On Demand Web Enablement Kit DB2 Database 	Provides Document Storage for MMIS and Online Enrollment & Eligibility System.	Oklahoma MMIS Vendor(s)
Oracle SOA Suite	<ul style="list-style-type: none"> Oracle SOA Suite Business Process Management Suite Web Services 	Provides integration of internal and external Systems with the MMIS and Eligibility & Enrollment Systems	Oklahoma MMIS Vendor(s)
Communication Generation	<ul style="list-style-type: none"> Open Text Extream 	Communication Generation and Management	Oklahoma MMIS Vendor(s)
Predictive Modeling	<ul style="list-style-type: none"> LexisNexis MEDai 	Predictive Modeling and Analytics	Oklahoma MMIS Vendor(s)

5. Integration

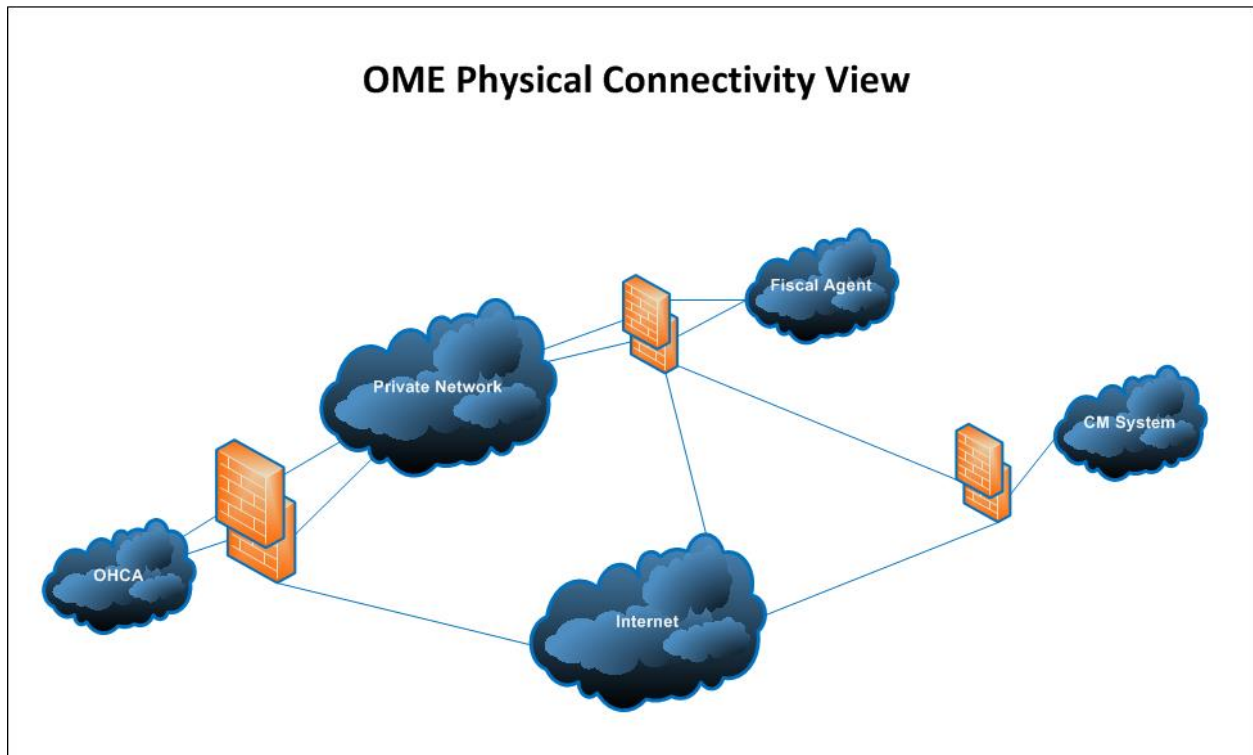
a. OHCA Business Enterprise Division will act as the integrator for the Care Management replacement project. Oklahoma MMIS Vendor(s) will collaborate with the

Contractor. The Contractor must collaborate with OHCA and Oklahoma MMIS Vendor(s) for integration and interface services to successfully accomplish the requirements of the RFP. The Contractor is required to collaborate with Oklahoma MMIS Vendor(s) to successfully complete the project deliverables. CMS requires integration and interface services to be developed based on industry standards where available and designed for reusability. The integration and interface services are part of the CMS certification process and must meet the requirements specified in the certification criteria. Figure 1 Care Management Enterprise Architecture depicts the integration and interface points that are proposed for the Oklahoma Medicaid Enterprise Architecture. Some integration points are suggested to foster reuse of existing systems.

b. Care Management Technical Environment - OHCA currently utilizes a Clinical Care Management System (CCMS) called Atlantes to manage the recording of Episode of Care information, tracking of the Episode of Care process, and production of reports. This system interacts with OHCA's MMIS, known as interChange (iCE), which is operated by a fiscal agent (FA), DXC, currently under contract with OHCA.

c. OHCA Physical Connectivity- Figure 2 depicts the physical connective view of the Care Management system within the Oklahoma Medicaid Enterprise. To establish the connection to the OME, the Care Management System will need a leased line with adequate bandwidth to support the needs of the OME. The connection will need to use modern VPN technologies that utilize standard government encryption algorithms to protect the data. The Care Management System will need to use non-RFC 1918 addresses to communicate with the OME and be capable of establishing a Federated Trust that is compatible with Microsoft authentication technologies. A larger diagram is available in Attachment E Architecture Diagrams.

Figure 2 OHCA Physical Connectivity View



6. Proposed Solution Scope of Work

a. This RFP requests the following services for the Proposed Scope of Work:

- Design, development, and implementation (DDI) of a Care Management System;
- Conversion from the legacy Care Management System and MMIS;
- Integration and Interfaces;
- Mobile access and communications;
- Implementation of HIE Data into the Care Management System;
- Maintenance and Operations of the implemented System; and
- CMS Certification.

OHCA is seeking an existing multi-tiered MITA-compliant COTS solution that is either cloud-based or a Software as a Service (SaaS) Solution. Customization of the System to meet the needs of OHCA should be kept to a minimum. Preferably, OHCA staff wherever possible, such as adding new users, updating workflow rules, and adding new programs, should do configuration of the Software.

OHCA intends to select a Contractor that demonstrates a complete understanding of the Care Management specifications. The Contractor must demonstrate the capability to

provide a Care Management Solution that embraces the MITA goals and objectives, meets CMS Seven Conditions and Standards, understands the MMIS environment, displays capability to comply with all State and federal changes in a timely manner, and address all of the requirements included in the RFP.

The Care Management System and Integration & Interface services must pass CMS Certification for Care Management systems after six months of implementation of Part I and Part II.

b. Project Governance

OHCA and the Contractor both have key roles for a successful Care Management project. OHCA will take an active role during project implementation. A Governance process that includes all participants, OHCA, the Contractor, IV&V, and CMS, will be the most successful.

7. OHCA Roles and Responsibilities

a. OHCA Care Management System Project team will coordinate the overall project management responsibilities including availability of OHCA resources as required to support the project. During the entire lifecycle of the project, OHCA will:

- Define the goals and objectives of OHCA Care Management programs and services throughout implementation and ongoing operations;
- Communicate the goals, objectives, and ongoing status of the project to all stakeholders;
- Work with stakeholders to identify and monitor project and program risk and appropriate mitigation issues;
- Monitor the project management approach that will govern the project;
- Review the draft deliverables and final deliverables developed by the Contractor and provide feedback, request changes, and provide final review until OHCA is satisfied with the resulting deliverable;
- Review and approve or reject final deliverables developed and revised by the Contractor;
- Provide access to OHCA management and Subject Management Experts (SMEs) for the approval of the deliverables required to meet the goals and objectives of the project;
- Perform the role of System Integrator for the project; and,
- Coordinate IV&V tasks with the IV&V contractor.

Table 3 describes OHCA’s key Project Staff and their Responsibilities.

Table 3 OHCA Key Staff and Roles & Responsibilities

PROJECT TITLE	ROLES AND RESPONSIBILITIES
Chief of Business Enterprises	<ul style="list-style-type: none"> ▪ Primary Point of Contact for Contract Administration and Disputes.

PROJECT TITLE	ROLES AND RESPONSIBILITIES
Contract Coordinator	<ul style="list-style-type: none"> ▪ Point of Contact for Contract Administration and Disputes.
Professional Services Contracts Manager	<ul style="list-style-type: none"> ▪ Mediates contract dispute resolution.
Program Manager	<ul style="list-style-type: none"> ▪ Provides OHCA management of the project and serves as the chief liaison to the Chief of Business Enterprises for design, development, and project implementation activities, as well as the project's maintenance and operational phase ▪ Makes day-to-day project decisions ▪ Manages OHCA teamwork activities consistent with the approved work plan ▪ Identifies resource requirements, coordinates use of personnel resources, identifies issues and solves problems, and facilitates implementation of the System
Integration Lead	<ul style="list-style-type: none"> ▪ Coordinates integration services ▪ Coordinates Oklahoma MMIS Vendor(s) services with Contractor
Analyst IV Lead	<ul style="list-style-type: none"> ▪ Assists Users to define Care Management Business Rules, Workflow Processes and other System specifications ▪ Leads User Acceptance Testing
Analyst III – Two Staff Members	<ul style="list-style-type: none"> ▪ Participates in User Acceptance Testing ▪ Acts as Subject Matter Experts for MMIS processes
Clinical Lead	<ul style="list-style-type: none"> ▪ Provides clinical leadership to ensure the delivery and goals of OHCA Care Management system are met ▪ Works closely with other team members. ▪ Provides business expertise in OHCA Care Management programs ▪ Provides expert guidance ensuring that OHCA Care Management policy and business rules are defined for the Contractor
Security Governance Director	<ul style="list-style-type: none"> ▪ Participates as Subject Matter Expert for OHCA Enterprise Security processes and requirements
Data Governance Director	<ul style="list-style-type: none"> ▪ Participates as Subject Matter Expert for Data Governance and Data Warehouse policy
Behavioral Health Lead	<ul style="list-style-type: none"> ▪ Participates as the Behavioral Health subject matter expert
PASRR Lead	<ul style="list-style-type: none"> ▪ Participates as the PASRR subject matter expert
Community Living Service Lead	<ul style="list-style-type: none"> ▪ Participates as the Waiver subject matter expert

PROJECT TITLE	ROLES AND RESPONSIBILITIES
IV&V	<ul style="list-style-type: none"> ▪ Monitors and reviews project conditions and deliverables ▪ Identifies project risks and recommends mitigation strategies ▪ Provides IV&V Status Reports for CMS as required for the MECT process ▪ Provides Status Reports for OHCA ▪ Provides technical reports and assessments to OHCA as requested

b. Contractor Roles and Responsibilities

Table 4 Key Personnel Roles and Responsibilities describes the key project positions, their corresponding roles project responsibilities, and minimum qualifications for each. Other positions may be proposed at the Contractor’s discretion.

Table 4 Contractor Key Roles and Responsibilities

TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS
Account /Project Director	<ul style="list-style-type: none"> ▪ Primary point of contact with the State’s contract administrator, BE Program Manager, CM Director, and other State executive sponsors for activities related to contract administration, overall project management and scheduling, correspondence between the State and the Contractor, dispute resolution, and status reporting to the State for the duration of the contract ▪ Authorized to commit the resources of the Contractor in matters about the implementation performance of the Contract. ▪ Responsible for ensuring all Contractor-required resources identified by project manager are staffed on time. ▪ Responsible for naming a designated resource responsible for CMS Certification of the Care Management project. ▪ Responsible for addressing any project-related issues that cannot be resolved by the Contractor’s project manager. 	<ul style="list-style-type: none"> ▪ Minimum of 3 years of direct project oversight. ▪ <u>Special consideration will be given to those who have MMIS experience.</u> ▪ Possess expert knowledge in CMS MITA and Certification requirements.
Project Manager	<ul style="list-style-type: none"> ▪ Provide onsite management of the project and serve as the chief liaison to 	<ul style="list-style-type: none"> ▪ Minimum of 3 years of project management

TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS
	<p>OHCA for design, development, and project implementation activities, as well as the project’s maintenance and operational phase.</p> <ul style="list-style-type: none"> ▪ Authorized to make day-to-day project decisions. ▪ Responsible for facilitating the project by using the project management processes, organizing the project, and managing the teamwork activities consistent with the approved work plan. ▪ Responsible for scheduling and reporting project activities, identifying resource requirements well in advance, coordinating use of personnel resources, identifying issues and solving problems, and facilitating implementation of the System. ▪ Responsible for hosting bi-weekly status meetings, monthly milestone meetings, as well as interim meetings throughout implementation. Will assign Contractor staff to those meetings as appropriate. Will provide an agenda and develop minutes for each meeting. ▪ Possesses business expertise in CM systems with a strong understanding of the Contractor’s business application. ▪ Provides expert guidance ensuring that CM policy and business rules as defined by OHCA are correctly implemented in the Contractor’s solution. ▪ Advises OHCA regarding best practices and recommends modifications to business processes to improve the overall CM program. 	<p>experience for a government or private sector health care payer, including experience in a state similar in scope and size.</p> <ul style="list-style-type: none"> ▪ Possess current Project Management professional certification, e.g., Project Management Institute (PMI), etc. ▪ Possess a working knowledge of CM programs. ▪ Possess expert knowledge in CMS MITA and Certification requirements.

TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS
Clinical Lead	<ul style="list-style-type: none"> ▪ Provides high quality clinical leadership to ensure the delivery and goals of OHCA Care Management system are met. ▪ Works closely with the Technical Lead and other members of the team in all aspects of the project. ▪ Possesses business expertise in Care Management with a strong understanding of the Contractor’s solution. ▪ Provides Expert guidance ensuring that Care Management policy and business rules are correctly defined and implemented into the Contractor’s solution. ▪ Advises OHCA regarding best practices and recommends modifications to business processes to improve the overall Care Management Program. ▪ Provides Care Management expertise and support for the project implementation lifecycle. 	<ul style="list-style-type: none"> ▪ Possess experience in a government or private sector health care payer. ▪ Possess experience in another state similar in size and scope. ▪ Possess a working knowledge of Care Management programs. ▪ Possess a Bachelor of Science in Nurse Degree with current RN licensure. ▪ Experience with HIPAA Privacy and Security. ▪ Possess expertise implementing the Contractor’s solution
Technical Lead	<ul style="list-style-type: none"> ▪ Leads cross-functional teams through the entire project implementation lifecycle. ▪ Provides knowledge transfer training to OHCA Staff. ▪ Coordinates integration services. ▪ Assists OHCA Staff with defining user workflows. ▪ Possesses knowledge of mobile device development and implementation processes. 	<ul style="list-style-type: none"> ▪ Experience with Process Improvement Methodology including defining and redefining workflows. ▪ Possess experience in another state with a project in similar size and scope. ▪ Possess expertise implementing the Contractor’s solution. ▪ Knowledgeable of mobile devices, network connectivity and integration services. ▪ Knowledgeable of CMS Privacy and Security requirements HIPAA, NIST and other privacy and security regulations. ▪ Possess knowledge of CMS MITA and Certification requirements.

8. Care Management System Specifications

a. Care Management System

Specifications for the core Care Management System are outlined in Attachment C: System Specifications. The detailed specifications are separated by worksheet tabs in the Attachment C workbook and include:

- Security Specifications
- Functional Specifications
- Non-Functional Specifications

Any proposed system should incorporate the specifications, as detailed, to ensure a complete proposal. Attachment C details the mandatory and desirable aspects of the solution being sought by OHCA and other than providing responses as instructed, the document should remain unaltered.

b. Value Added – Predictive Modeling

In addition to the core system being sought by OHCA, Bidders are also provided the opportunity to respond to proposed specifications for a predictive modeling solution. This is a non-mandatory component of the RFP and OHCA may or may not opt to include predictive modeling in the final awarded solution. Oklahoma currently utilizes MEDai to identify members and providers for care management outreach programs. The current system utilizes batch processes to model data and does not have a real-time feed into the legacy Care Management system.

Oklahoma is interested in a near real time predictive modeling system that is seamlessly integrated with the proposed Care Management system. A value-add Care Management predictive modeling solution would include the following:

1. Modeling, as defined in the specifications of this RFP, of Member and Provider information utilizing MMIS data and other information sources as required;
2. Integration with the proposed Care Management Provider web portal to provide easy access for Providers to view predictive modeling data for the Members they serve;
3. Connectivity, if separate from the proposed Care Management System, to HIEs and external providers EHRs;
4. Hosting and operation of the Predictive Modeling solution;
5. Implementation of the Predictive Modeling solution including services, installation, support, knowledge transfer and training;
6. Care Management workflow integration where possible; and,
7. Ongoing maintenance and operation of the Predictive Modeling solution.

The Predictive Modeling system must seamlessly integrate with the proposed Care Management System and support the business processes described in Attachment A. When implemented, the Predictive Modeling information system must meet CMS certification requirements as defined in the CMS Enterprise Certification Toolkit for Medicaid Information Systems.

Section B Scope of Work deliverables, requirements, and standards apply to the Predictive Modeling system. The Value-Add Predictive Modeling System must be implemented simultaneously with the initial Scope of Work described in B.5.9 Care Management Activities and Deliverables. Additional specifications are included for the Value-Add in Attachment C.

c. Staffing

The required Technical Lead and Clinical Lead described in Section 5.1.2 Contractor Roles and Responsibilities above must have predictive modeling implementation experience or an additional Technical and Clinical Lead with Predictive Modeling expertise must be proposed.

9. Care Management System Scope of Work and Deliverables

a. The initial project Scope of Work is the implementation and CMS certification of the Core System. The Core System includes everything except the HIE, EHR and Direct messaging components. The HIE, EHR and Direct messaging components will be a separate implementation and separate CMS certification process.

Deliverables for each implementation are listed in Table 5 below. Many of the activities and deliverables listed may be iterative. OHCA is committed to an implementation based on COTS best practices for integration into OHCA Enterprise.

b. Activities and Deliverables

OHCA desires the deliverables and System development to be a collaborative process by OHCA Project Team and the Contractor where relevant.

Notice of Acceptance of a Deliverable:

1. OHCA will send a Notice of acceptance for each deliverable when approved.
2. An approval Notice from OHCA is required before UAT may begin.
3. OHCA will send Notice when UAT has officially ended.
4. OHCA will send an approval Notice when production may begin.

Table 5 Phases and Deliverables

Phase 1 Initiation and Planning
<i>Activities:</i>
<ul style="list-style-type: none"> • Initiation and Planning
<i>Deliverables:</i>
<ul style="list-style-type: none"> • Project Status Reporting – Required for all phases at a frequency defined by OHCA. • Project Schedule • Project Kickoff Materials
Phase 2 Requirements Design & Development
<i>Activities:</i>

- Solution Review
 - Workflow Analysis & Design
 - Initial Training
- Modify Business Processes
- Configuration & Customization
- Develop
 - Interfaces
 - Custom Components
 - Data Conversion Script

Deliverables:

- Requirements Gap Analysis
- COTS Configuration Documentation
- Interface Documentation
- Data Conversion Mapping
- Data Conversion
- Customization Document
- Add-On Components List
- Installation of Hardware
- Installation of Software
- Workflow Documentation

Phase 3 Integration and Testing

Activities:

- Final Review & Validation
 - System Testing
 - User Acceptance Testing
 - Integration Testing
 - Go-Live Preparation
 - Maintenance Training
 - User Training

Deliverables:

- Completed Testing
- Final Configuration of System
- Training Materials

Phase 4 Implementation

Activities:

- Go-Live Production Migration
- System Optimization

Deliverables:

- Go-Live
- User System Acceptance

Phase 5 Operations and Maintenance
<i>Activities: Certification Planning & Preparation</i>
<ul style="list-style-type: none">• Post Go-Live Review
<i>Deliverables:</i>
<ul style="list-style-type: none">• Upgrades and Enhancements• Monthly Network Security Scan Vulnerability Reports• Periodic System Security Penetration Testing• Participation in Disaster Recovery Drills

Care Management Request for Proposal



Section C Instructions to Bidder

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C. Bidder’s Instructions

1. General Information:

- a. The contract officer listed in Section B of this RFP is the only individual with whom the Bidder shall be in contact concerning any issues with this RFP. Failure to comply with this requirement may result in the Bidder’s proposal response being considered nonresponsive and not considered for further evaluation.
- b. This RFP relies on the Bidder’s expertise and experience in determining how to achieve OHCA’s goals and to define and deliver the required services, and requires the successful Bidder to develop and write a detailed response.
- c. Bidders are urged to read this RFP carefully. Failure to do so will be at the Bidder’s risk. Provisions, terms, and conditions may be stated or phrased differently than in previous RFPs. Proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof irrespective of past interpretations, practices, or customs.
- d. Unless otherwise specified in this RFP, manufacturers’ names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes only and not intended to limit competition. Bidder may offer any brand for which it is an authorized representative which meets or exceeds the specification for any item(s). However, if a Bid is based on equivalent products, indicate in the response to the RFP the manufacturer’s name and number. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will

meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

- e. Either OHCA or the Bidder(s) may discontinue the contracting process at any time.
- f. Acceptance of RFP Content
- g. All Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this RFP. Any exceptions to the terms and conditions must be submitted in Section One of the Bidder's Proposal. Upon award of any contract to the successful Bidder, the contents of this RFP shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this RFP of the Bid may cause the Bid to be rejected from consideration for award.
- h. Rejection of Offer
- i. The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this RFP. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this RFP or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-7-32.
- j. Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this RFP.
- k. Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.
- l. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO

shall make the final decision as to whether the separately submitted information is confidential.

- m. If the State CIO does not deem the information to be confidential, OMES – will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.
- n. All public documents related to this RFP shall be made available on the OMES wiki at the following link: <https://wiki.ok.gov/display/itprocurement/8700000044>. This includes the RFP Library, RFP, and Amendments.
- o. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act, Information Services Act, and associated statutes and rules, as applicable.
- p. All costs incurred by the Bidder for response preparation and participation in this RFP process will be the sole responsibility of the Bidder. The State will not reimburse any Bidder for any such costs.
- q. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages because of any misunderstandings or misrepresentation of the specification or because of any misinformation or lack of information.
- r. The deadline for submitting responses to be considered for award is defined in Section B. Scope of Work. Responses received after the submission deadline will not be considered. If a late submission is received, the State will attempt to return the submission to the vendor, at the Bidder's expense. If the Bidder declines to receive the submission or the State is unable to receive a response from the Bidder within a reasonable time frame, the submission will be destroyed.
- s. Proposal shall remain firm for a minimum of one hundred eighty (180) days from the RFP closing date. Bidders guarantee unit prices to be correct. In accordance with 74 O.S §85.40, all travel expenses to be incurred by the Bidder in performance of the Contract shall be included in the total proposal price/contract amount.

2. Bidder Questions

- a. Bidder may submit general questions concerning the specifications of this RFP. All questions and answers regarding this RFP shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/8070000044>

- b. Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

https://www.ok.gov/triton/modules/formbuilder/form.php?form_id=d432ccf8aabf5d6355bd1771fabb357ca246cd410bcf1394fb7a08606bbcf627

- c. In order to guarantee that wiki access is created prior to the closing date for submitting questions for a RFP, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.
 - i. When posing questions, every effort should be made to:
 - 1. be concise
 - 2. include section references, when possible; and
 - 3. avoid use of tables or special formatting (use simple lists).
- d. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on Friday, December 28, 2018 shall not be answered.

3. RFP Amendments

- a. No alterations to the contract documents, including all Sections and Attachments, will be made or accepted without a formal Amendment to the RFP. Submissions must include the most current, unaltered version of all Attachments. Attempts to alter RFP documents in ways other than specified in the RFP shall result in the Bid being deemed non-responsive.
- b. OMES shall post amendments to this RFP on its wiki. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. OMES is not responsible for a Bidder's failure to acquire any amendment documents required to complete a RFP.
- c. The Bidder shall acknowledge receipt of any and all amendment(s) to this RFP by signing and returning the amendment(s) with its proposal. Failure to acknowledge RFP amendment(s) may be grounds for rejection.
- d. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP. All amendments to the RFP shall be made in writing by OHCA.
- e. In no event shall the Bidder's failure to read and understand any term or condition in this RFP constitute grounds for a claim after contract award.

4. Language

- a. Proposal Responses shall be in clear, concise language. This is defined as easy-to-understand, non-technical information unless describing technology and/or architecture requirements.

- b. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this RFP, the specification being referred to is mandatory for this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder’s Proposal.
- c. Whenever the terms “expected,” “can,” “may,” or “should” are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

5. Bid Change

- a. If the Bidder needs to change a submitted Bid prior to the RFP Closing Date and Time, a new Bid shall be submitted to the OMES with the following statement: “This Bid supersedes the Bid previously submitted” in a single envelope, package, or container and shall be sealed.
- b. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. The RFP number and RFP closing date and time must appear on the face of the single envelope, package, or container.
- c. The new Bid must be delivered before or by the RFP Closing Date and Time. If the new Bid does not arrive by this date and time, the previous Bid will be used for evaluation.
- d. No changes to a Bidder’s Bid will be accepted after the RFP Closing Date and Time.

6. Proposal Response Requirements

- a. All proposal responses must be submitted to the contract officer identified in Section B. Scope of Work.
 - i. Contract Officer: Sheri Diehm
- b. The font shall be Times New Roman, and the type size shall not be smaller than 12 point. The top, bottom, left and right margins shall be at least one inch, excluding headers and footers. All pages must be numbered.
- c. The Bidder shall not submit any items other than those requested in the Attachments/forms. If the Bidder submits marketing material, illustrations, extra pages or narrative, etc., the Proposal may be considered non-responsive. The additional information will not be considered in the evaluation.
- d. All Bids shall be submitted as follows:
 - i. One (1) Flash Drive and one (1) CD containing an electronic copy of the proposal. The Flash Drive and the CD must be clearly marked with the Bidder’s name, RFP number and date of RFP closing. Use of a tag for this information is acceptable.
 - ii. One (1) hard copy of the full proposal response, marked “ORIGINAL” and fourteen (14) copies, of Section Four of the proposal, below-

- Technical Response marked “COPY”. If there are discrepancies between submitted copies, the copy marked “Original” will take precedence.
- iii. Responses must be submitted on the forms provided, where applicable. Where a form is not provided, responses must be submitted in MS Word format (.doc or .docx).
 - iv. Each Bidder shall submit a complete proposal and should clearly describe the Bidder’s ability to meet or exceed every requirement detailed in Section B. Scope of Work by filling out the RFP Attachments.
 - v. Proposals should be tabbed and organized in a way that is clear and mirrors the organization described below in Section C.6.e.
 - vi. Each Section, as listed, should be organized within a separate folder on the Flash Drive and CD.
- e. The RFP documents that are required to be completed by the Bidder and returned in the Bidder’s proposal response are as follows:
- i. Section One – Administrative Documents
 1. Completed “Responding Bidder Information” OMES-FORM-076
 2. Completed “Certification for Competitive Bid and Contract” OMES-FORM-004
 3. Signed Amendments, if applicable
 4. Any exceptions to RFP terms and conditions.
 - ii. Section Two – References
 1. References must be submitted using Attachment H – References in accordance with the Instructions on the front page of the form. It is the responsibility of the Bidder to collect references from their customers. All references should be signed and clearly list the contact information of the responding customer.
 2. Bidder will submit three (3) references where the proposed Care Management solution is currently in use.
 - iii. Section Three – Financial Viability
 1. Bidder will include a copy of their certified financial statements for the previous year as a part of their Bid.
 2. Bidder must disclose any and all judgements, pending litigation or other potential financial reversals which might materially affect the viability or stability of the Bidder’s organization, or certify that no such condition is known to exist at the time of submission.
 3. The State reserves the right to request reports on financial stability from independent financial rating services in order to further substantiate financial viability.
 - iv. Section Four – Technical Response

1. Bidders shall submit a completed response to Attachment B – Technical Narrative Questions as follows:
 - a. Attachment B. shall be limited to 150 pages if the Bidder is not responding to the Value Added Services;
 - b. Attachment B. shall be limited to 155 pages if the Bidder is responding to the Value Added Services;
 - c. Pages submitted in excess of this limitation will not be evaluated;
2. Attachment C. Specifications
 - a. Format
 - i. Must be submitted as a spreadsheet, in its original and unaltered format, other than as necessary to complete the response sections of the Attachment;
 - ii. PDF and other alternate formats will not be accepted;
 - b. Content
 - i. No alterations to the specifications listed in Attachment C will be accepted;
 - ii. Attachment C includes system requirements. Bidders shall indicate if the requirement is available in the existing proposed system now. If the Bidder indicates the system does not include a requirement(s), the proposal will not be rejected. The requirements will be scored on a weighted scale based on the existing capabilities, but all requirements shall be mandatory and will have to be delivered at implementation.
- v. Section Five – Pricing
 1. Attachment G. Pricing Sheets shall be submitted in accordance with the instructions in the Pricing Sheets workbook. Attachment G must be submitted as a spreadsheet, in its original and unaltered format, other than as necessary to complete the response sections of the Attachment. PDF and other alternate formats will not be accepted. No alterations to the pricing format will be accepted.
 2. All costs submitted shall be firm, fixed prices and represent the total cost to complete the Scope of Work as described in Section B.5 of the proposal. Attachment G – Pricing consists of an instructions tab and 10 schedule tabs. The instructions should be read closely and followed precisely and all schedule tabs should be completed in order to provide a competitive response to the RFP.

- vi. Section Six – EITA Compliance
 - 1. Provide adequate information defining your products’ level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the applicable VPAT & Accessibility - OMES Form. Attached for reference is the VPAT Instructions Template, Attachment I.
 - 2. Bidder may provide a URL link to a website providing VPAT for products deliverables.
- vii. Section Seven - OMES Security Certification & Accreditation Assessment
 - 1. Provide a completed copy of the Attachment K – OMES Security Certification & Accreditation Assessment in accordance with the State of Oklahoma Security Policy, which can be found at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf>.
- f. It is the responsibility of the Bidder to ensure that all RFP documents are completed and received by OHCA. Bidders shall use the Attachments and forms provided to submit the requested information. Failure to provide a complete response utilizing the provided Attachments and forms may lead to disqualification or an unfavorable evaluation.

Care Management Request for Proposal



Section D Evaluation and Award Instructions

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D. Evaluation and Award Instructions

1. Evaluation Process

OHCA intends to award a Contract to a single Bidder as a result of this Request for Proposal. This Contract will be awarded to the Bidder whose response is deemed best value in accordance with the process outlined below.

2. Administrative Review

- a. Following the closing of the RFP, an administrative review and evaluation process will be conducted to determine the responsiveness and priority of the received proposals, and to identify minor deficiencies or informalities.
- b. Minor deficiency or minor informality means an immaterial defect in a bid or variation in a bid from the exact requirements of a RFP that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- c. OHCA may waive minor deficiencies or informalities in a bid if the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.
- d. A responsive Bid is a Bid that meets all the following requirements:
 - i. Responding Bidder Information Sheet complete and provided.

- ii. Certification for Competitive Bid and Contract (Non-Collusion Certification) complete and provided.
 - iii. VPATs completed as applicable and provided.
 - iv. Amendments, if issued, are acknowledged, signed and provided.
 - v. Financial Viability documents are provided.
 - vi. Attachment K – OMES Security Certification & Accreditation Assessment is completed and provided.
 - vii. Pricing is submitted in the designated format and is within any “not to exceed” limitations.
 - viii. Bid is completed and submitted in accordance with the requirements described in the RFP.
- e. Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

3. Stage 1 - Mandatory Requirements & Financial Review

- a. Stage 1 of the evaluation process will be an administrative review conducted in order to determine compliance with the general guidelines and format requirements of this RFP as outlined in Section C.
- b. All Mandatory Requirements as described in Attachment C, Security Specifications, must be met in order for a response to be further evaluated. Inability to meet any Mandatory Requirements will be grounds to disqualify a response from further consideration.
- c. Additionally, a thorough review of each Bidder’s financial status will be conducted, utilizing the audited financial statements requested in Section C – Instructions to Bidder. Any Bidder that fails a financial viability review will be precluded from continuing in the evaluation process.
- d. All responses passing Stage 1 of the review process will move on to Stage 2 – Best Value Evaluation.

4. Stage 2 – Best Value Evaluation

- a. Stage 2 of the evaluation process will consist of a Best Value evaluation of the received responses, conducted by an evaluation team comprised of various subject matter experts knowledgeable in their respective fields.
- b. The following submittals will be reviewed and evaluated during Stage 2 of the review process.
 - i. Responses to Attachment B – Technical Narrative Questions
 - ii. Responses to Attachment C - Specifications
 - iii. Responses to Attachment H - References
 - iv. Responses to Attachment G – Pricing

- v. Responses to Attachment I - VPATs
- c. Bidder responses that pass the Phase I evaluation process will be evaluated by a team comprised of subject matter experts. The evaluation Team will assess the merits of the proposals and score the proposals in accordance with a predetermined set of guidelines. The evaluation team will review the Bidder responses to Attachment B – Technical Narrative Questions, Attachment C – Specifications, and Attachment I – VPATs.
- d. Scoring of Attachment H – References and Attachment G – Pricing will be conducted separately during this stage, using a predetermined method of calculation, and will not be distributed to the evaluation team.
- e. Upon compilation of all Bidders’ scores in Stage 2 of the evaluation process the highest scoring vendors from Stage 2 will be invited to proceed to Stage 3 of the evaluation process.

5. Stage 3 – Bidder Demonstrations

- a. Stage 3 of the evaluation process will consist of an evaluation of Bidder Demonstrations in which selected Bidders will be required to demonstrate the technical capabilities of their product and how well it conforms to the specifications. Bidders will be provided a demonstration script prior to the scheduled date of the Bidder Demonstrations and will be expected to adhere to this script in order to provide a comprehensive demonstration of their proposed solution. The evaluation team, consisting of various subject matter experts, will review and score the demonstrations based upon adherence to demonstration guidelines, demonstrated capabilities to meet OHCA’s requirements and the Bidder’s understanding of OHCA’s business and technical environment.
- b. We anticipate holding Bidder Demonstrations from Wednesday, March 6, 2019 to Friday, March 8, 2019. OMES will notify each Bidder via e-mail as to the date, time and location and provide guidelines for the content and format of the presentation no less than two weeks before being required to demonstrate the proposed solution.
- c. Upon completing the final Stage of the evaluation, the State will determine final scores of the Bidder Demonstrations and will invite the Bidder who scored highest in Stage 3 to proceed to contract negotiations prior to final contract award. In order to ensure the State’s goal of securing enhanced Federal Financial Participation (FFP) and State matching funds, any contract award will be contingent upon both federal and State of Oklahoma review and approval. Every effort will be made by the State, both before and after selection, to expedite the approval procedure.

6. Proposal Clarification Questions

- a. OHCA may ask the Bidder to provide supporting documentation or clarifications for any information in the proposal before the meeting or at any time until Contract Award. Coordination prior to award may also include other meetings and teleconferences as needed.
- b. Clarifications take place prior to final scoring. The evaluation team must mutually agree upon clarification requests. The evaluation team will submit clarification requests to the contract officer, who will obtain required information from the bidder and return those vendor responses to the evaluation team.

7. Competitive Negotiations of Proposals

- a. In accordance with Oklahoma Statutes, Title 74 subsections 85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the Bidders responding to this RFP to obtain the best value for OHCA. Negotiations could entail discussions on products, services, pricing, Contract terminology or any other issue that mitigate OHCA's risks. The State will consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bidder's proposal.
- b. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
 - i. Negotiations may be conducted in person, in writing, or by telephone.
 - ii. Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation Stage.
 - iii. Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - iv. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless OHCA determines that a change in such requirements is in OHCA's best interest.
 - v. BEST and FINAL – The State may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the Bidder should not expect that the State will ask for best and finals to give an opportunity to strengthen any Bidder's proposal.

Therefore, the Bidder must submit the best offer based on the terms and condition set forth in this RFP.

8. Award of Contract

- a. The State may award the contract 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 to be in the best interest of the State of Oklahoma.
- b. In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.
- c. It is the preference of the State to award to a single Bidder.

9. Notice of Award

Upon completion of the selection process, an intent to award shall be furnished to the successful Bidder by OMES. Upon CMS approval, a notice of award will be supplied to the successful Bidder in the form of a purchase order or other Contract Documents resulting from this RFP.



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named 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 or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I 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 procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that 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 supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: _____

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Agency Name		Contact Name	
Phone #		Fax #	Email
Agency Request To – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID	_____
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address #	_____ PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
Name		Contact Name	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		Contact Title	
DBA Name		Phone #	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		Fax #	
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
Address		City	
State	Zip+4	Remittance Email	
Optional Addresses – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing
	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address		City	
State	Zip+4	Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
Name		Title	Email

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor or Individual Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____

LLC Disregarded Entity: YES NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor or Individual* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee	Date
Title of individual signing form for company	
Vendor/Payee (Must be the same as Payee Name from page 1)	

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		