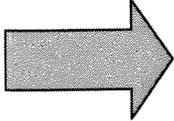
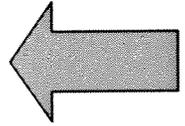


Oklahoma Health Care Authority Solicitation Request

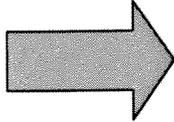
RETURN SEALED BIDS TO:



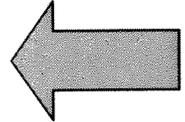
Oklahoma Health Care Authority
Contracts Unit
4545 N. Lincoln Boulevard, Suite 124
Oklahoma City, OK 73105-3413



RETURN ELECTRONICALLY SUBMITTED BIDS TO:



Marilyn Barnard
at marilyn.barnard@okhca.org



Solicitation Number 20110008

Issue Date May 14, 2010 Closing Date June 16, 2010

Contracts Coordinator: Marilyn Barnard

Phone: (405) 522-7319

Fax: (405) 530-3284

E-Mail Address: marilyn.barnard@okhca.org

General Bidder Information

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

Bidder's Name _____

Bidder's Contact Information

Bidder's Physical Address _____

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

Bidder's Contact Person and Title _____

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

E-mail Address _____ Website Address _____

For all Solicitations

1. Worker's Compensation Insurance Coverage¹:

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

Yes Include a certificate of insurance with the solicitation response

No Attach a signed statement that provide specific details supporting the exemption you are claiming from the Compensation Act (Note: Pursuant to Oklahoma Attorney General Opinion #07-8, the exemption from 85 Okla. Stat. §2.6 only applies to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships, and limited liability companies.)

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

2. Registration with the Oklahoma Secretary of State:

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

Yes Filing Number: _____

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

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

**SoonerCare
Radiology Management Program**

**REQUEST FOR PROPOSAL
Terms and Conditions**

PART I: REQUEST FOR PROPOSAL INFORMATION

SECTION 1. INTRODUCTION

1.0 Announcement

The Oklahoma Health Care Authority (OHCA), the Oklahoma State Medicaid Agency, is issuing this Request for Proposal (RFP) for the provision of a Radiology Management Program (RMP). This includes prior authorization (PA) of advanced imaging services defined as Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Computerized Tomography (CT), Computerized Tomography Angiography (CTA), and Positron Emission Tomography (PET) provided through freestanding diagnostic facilities and outpatient hospital clinics. The Contractor will also provide provider education, retrospective review, and program recommendations.

1.1 Mandatory Requirements

OHCA has established mandatory requirements for this solicitation to ensure that bidders have the knowledge, experience and ability to provide all required development and operational responsibilities:

Bidder must have at least three (3) years experience developing criteria and guidelines, processing prior authorizations and handling provider relations and education for similar services.

1.2 Schedule of Activities

The schedule of activities for this bid process is listed below. All dates are estimated and are subject to change.

Bid Released to Vendors	May 14, 2010
Procurement Library available	May 18, 2010
Last Date to Submit Questions	May 27, 2010
Answers to Questions posted on web site	June 2, 2010
Bids Due to OHCA	June 16, 2010
Contract Award	July 1, 2010
Operations Start Date	Before October 1, 2010

SECTION 2: AGENCY AND PROGRAM OVERVIEW

2.0 Agency Overview

OHCA is responsible for administration of the Oklahoma Medicaid Program, known as SoonerCare, under a federally approved State Plan for Medical Assistance.

OHCA contracts with multiple types of health care providers to reimburse them for providing health care services, supplies and equipment to members in SoonerCare programs. The SoonerCare benefit packages included in the RMP are:

- **Traditional** - a comprehensive package of benefits that pays providers for services on a fee-for-service (FFS) basis.

- **Choice** – a medical home program with comprehensive benefits where members choose a primary care provider who receives a monthly payment for care coordination. All other services are reimbursed on a fee-for-service basis but services not rendered by the primary care provider may require a referral.
- **Insure Oklahoma Individual Plan (IO IP)** - a comprehensive package of benefits that requires members to share in the cost through premiums and co-payments. IO members choose a primary care provider who is paid a monthly rate for case management. IO reimburses all other member benefits on a FFS basis, but services not rendered by the primary care provider may require a referral.

Members in the OHCA programs “Supplemental” (individuals dually eligible for both Medicare and Medicaid), and “SoonerPlan” (family planning benefits only) are not included in the RMP.

As of March 2010, the number of members who would be included in the RMP is:

Traditional	117,596
Choice	447,227
Insure Oklahoma IP	<u>11,778</u>
 Total	 576, 601

Of members in the Traditional and Choice programs, 477,277 are children and 87,546 are adults. All IO IP members are age 19 or older.

For calendar year 2009, there were 81,000 covered procedures for included members with total expenditures of \$22.2 million for technical and professional components.

Additional information on current and historical SoonerCare membership and radiology expenditures is included in the RFP Library at <http://www.okhca.org/about.aspx?id=3223>

SECTION 3 SCOPE OF WORK

The Contractor shall be responsible for the development and implementation of the RMP to ensure that radiology benefits are utilized appropriately to achieve the following objectives:

- To maintain access to quality radiological services by ensuring that members receive the most clinically appropriate advanced imaging study;
- To apply OHCA approved guidelines, based on nationally accepted, evidence-based clinical guidelines, to make coverage decisions regarding advanced imaging services;
- To respond to calls from providers for prior authorization of advanced imaging studies, and to address inquiries and complaints;
- To educate providers about the appropriate use of radiology services;
- To realize cost savings through the appropriate utilization of radiology services.

3.0 Criteria and Protocol

Contractor shall develop radiology management criteria and protocols for use in the prior approval (PA) process in partnership with OHCA and key providers identified by OHCA. A draft of proposed criteria shall be submitted to the OHCA for approval no later than 30 days after contract award. OHCA shall return the criteria

to Contractor with comments within 15 days and Contractor shall submit final criteria no later than 60 days after contract award.

The logic for development of criteria and algorithms will include the use of existing diagnoses, symptoms, and physical findings, as well as claims history of the individual members, i.e. whether the member has recently received a similar or identical study.

Contractor shall receive approval from OHCA before changing any criteria or algorithms for the prior authorization process.

3.1 Prior Authorization (PA) of Radiology Services

Contractor shall:

- (a) Review and authorize or deny all requests for services in the list of CPT (Current Procedural Terminology) codes shown in this RFP as Appendix 1, using the criteria and algorithms developed in Section 3.0; these include services for members in SoonerCare Choice (medical home), SoonerCare Traditional (Fee-for-service (FFS)), and Insure Oklahoma Individual Plan;
- (b) Using Oklahoma's Medicaid Management Information System (MMIS), verify eligibility of members and ensure the CPT code is a covered service within the benefit package for the member; Contractor shall also verify in the MMIS that the provider is currently contracted and eligible to provide the service; OHCA shall provide the Contractor with direct access to the MMIS;
- (c) Offer providers the option of submitting PA requests via the Contractor's web site, by mail or by facsimile; OHCA shall direct providers from its Provider Secure Site to the Contractor's web site for procedure codes included in the RMP;
- (d) Provide an Expedited PA request process by telephone or other means for providers with a need for an urgent response; OHCA and Contractor shall develop criteria for what constitutes an appropriate urgent request;
- (e) Enter approved PAs into the MMIS; the MMIS shall automatically generate all PA authorization letters without any additional action by Contractor;
- (f) If OHCA resources are available to make required changes on a timely basis, Contractor shall electronically receive information from the MMIS and electronically transfer approved PAs to the MMIS on a nightly basis via file transfer protocol (ftp) in an OHCA-approved format; see Bidder's Library for more information on approved formats; Contractor shall indicate pricing in Attachment A with and without electronic file transfer;
- (g) Comply with the following timeframes:
 - Requests for PAs must be approved, denied, or additional information requested within one hour for expedited requests and within two business days for routine requests;
 - If the provider does not submit additional information within fifteen (15) calendar days of the request for additional information, Contractor shall deny the request;
- (h) Track the receipt, status and final determination of each PA request and provide a web and telephone process for providers to check the status and determination of the request;

- (i) Ensure that, if appropriate, a physician reviewer contacts a provider whose request is denied to explain the denial and suggest an alternative procedure, if any;
- (j) Inform providers, if Contractor is asked, that they have no appeal rights, but that the member denied the service may appeal a denial within 20 calendar days of being notified of the denial;
- (k) Use codes and designations as approved by OHCA including CPT codes, OHCA's Authorization Denial Reason Codes, Prior Authorization Numbers, and ICD-9 or ICD-10 (International Classification of Diseases) Diagnostic Codes as specified by OHCA.

3.2 System Transition

The OHCA currently prior authorizes all PET scans and certain MRI procedures through its Provider Secure Site and fiscal agent. Contractor shall develop and implement a transition plan from the current prior authorization process. This plan should include provider education and coordination of transition activities with the OHCA.

3.3 Program Recommendations

Contractor will be responsible for reviewing utilization data and monitoring trends in the advanced imaging industry, including changes in nationally accepted clinical guidelines, in order to make recommendations in the following areas:

- Utilization controls on routinely used radiology services (e.g. chest x-rays);
- New and existing claims edits; and
- New technology and revised uses for existing technology.

3.4 Provider Incentive Program

Contractor shall implement a process to identify providers who show a history of program compliance and expedite approval of their request for prior authorization. Contractor shall continue to monitor the performance of those under an expedited review process to ensure that program standards are being met.

3.5 Complaints

Contractor shall:

- (a) Receive member and provider complaints;
- (b) Address complaints about requests for service within a reasonable time; and
- (c) Accommodate complaints from those who have limited English proficiency or are hearing impaired.

3.6 Quality Assurance

Contractor shall have formal processes for monitoring the quality of its radiology management operations, including performing reliability testing of review decisions by physician reviewers and call center staff.

3.7 Provider Call Center

Contractor shall provide telephone support for all aspects of the SoonerCare RMP including the following:

- (a) Requests for expedited authorization;
- (b) Inquiries regarding denials and/or approvals;
- (c) Education of providers pertaining to the appropriate use of Radiology Imaging services;
- (d) Assistance in resolving Radiology Imaging PA problems;
- (e) Responding to inquiries and complaints.

3.8 Retrospective Review

Beginning with the fourth month of RMP operations, Contractor shall perform a retrospective review of a minimum of twenty (20) randomly selected medical records per month. The Contractor shall:

- (a) In cooperation with OHCA, develop protocol, guidelines, procedures and scope for these reviews, including:
 - i. Verification that documentation in the provider's medical record is consistent with the information provided in the request for the PA;
 - ii. Verification that the approved imaging procedure was actually the procedure performed;
- (b) Send a follow-up letter to every provider reviewed giving the findings and addressing any areas of concern;
- (c) Monitor providers who are found to have persistent inaccurate documentation by reviewing such providers' records more frequently and requiring more documentation with each PA request; Contractor shall also inform OHCA of specific providers with persistent inaccuracies.

3.9 Provider Education

Contractor shall provide educational information for OHCA providers and members related to appropriate utilization of radiology services both on its web site and in written form. Contractor shall participate in spring and fall OHCA provider training sessions. If Contractor notices possible problems or inconsistencies with program materials or information, or finds that a particular publication or procedure causes repeated problems or confusion for providers, Contractor shall notify OHCA and assist with resolution.

3.10 Emergency Room Services

At this time, OHCA does not intend to require PAs for services provided in hospital emergency rooms. Contractor shall cooperate with OHCA in developing an appropriate approach and processes for utilization management of radiology services provided in emergency rooms.

3.11 Future Expansion

OHCA may choose to include additional diagnostic and/or therapeutic radiology services in this program; in this event, Contractor and OHCA shall negotiate criteria, processes, and additional reimbursement for new services.

3.12 Procedure Manual

Contractor shall develop a policies and procedures manual for RMP operations and submit to OHCA for review and approval before beginning operations.

SECTION 4. REPORTING REQUIREMENTS

During the implementation phase (approximately 90 days following contract award) of the contract, Contractor shall submit weekly status reports covering activities, problems and recommendations regarding the RMP.

During the first three (3) months of operation, the weekly status report shall also include the information listed below. Weekly status reports are due within seven (7) calendar days of the end of the preceding week.

After the first three (3) months of RMP operation, Contractor shall submit the status report on a monthly basis. Monthly status reports are due within fifteen (15) calendar days of the end of the preceding month.

The status report must summarize all information for the reporting period and the year-to-date and provide analysis and commentary on the numerical figures presented in the reports. All reports must be provided electronically, unless otherwise specified, in Microsoft Word or Excel.

The status report shall include:

- (a) Prior authorization statistics:
 - Number of prior authorization requests by day, week, month and in total
 - Number of prior authorization requests by procedure code
 - Number of prior authorization requests by approved, denied, or pending status
 - Number of prior authorization requests not processed within the specified time frames
 - Number of requests requiring physician review, and number of requests automatically approved
 - Number of denials categorized by reason for denial.
 - Number prior authorization requests by submission type: web site, mail, facsimile, or telephone
- (b) Web Statistics
 - Hours and percent of time that web site is unavailable for requests and status check
- (c) Call center performance statistics:
 - Call abandonment rate
 - Call waiting time
 - Total number of calls received
- (d) Complaints:
 - Number and type of complaints from members and providers
 - How complaints were addressed
- (e) Retrospective Review
 - Reviews completed by provider name and procedure
 - Significant findings
 - Action taken, including providers required to submit additional documentation
- (f) Provider Education
 - Participation in OHCA provider training sessions
 - Other provider education initiatives and results

SECTION 5 SYSTEM REQUIREMENTS

5.0 Web Interface

Contractor must operate a web interface to receive and process PA requests, handle provider inquiries, publish the coverage criteria and provide educational material to providers. The interface must be available a minimum of 22 hours a day, and specifically between the hours of 6:00 AM to 10:00 pm Central Time.

5.1 Connectivity with MMIS

Contractor shall provide its own hardware, software and information technology support services necessary to meet the infrastructure requirements for accessing the Medicaid Management Information System (MMIS) production environment and/or other MMIS applications and/or the MMIS test environment as detailed below:

- a. Connection Options – Contractor shall use one of the following:
 - i. Leased line from Contractor to OHCA’s fiscal agent with an Ethernet or Fast Ethernet handoff;
or
 - ii. VPN (virtual private network) connection across the internet to OHCA’s fiscal agent with high speed internet access and as well as a device capable of establishing a VPN tunnel with OHCA’s fiscal agent’s hardware.

- b. Transmission -- Contractor shall encrypt all connections with OHCA's fiscal agent utilizing all of the following minimum standards:
 - i. 3-DES (data encryption standard) encryption
 - ii. Group 2 Diffie-Hellman
 - iii. MD5 (message-digest algorithm 5) Hash
 - iv. ESP (encapsulated security payload) Protocol

- c. Authentication - Contractor shall establish a one-way Microsoft Active Directory trust with OHCA's fiscal agent in which the fiscal agent will trust the Contractor with one of the following to ensure that Domain controllers and DNS (domain name system) servers on both networks communicate properly:
 - Either servers with publicly registered IP (internet protocol) addresses or
 - Servers with private IP addresses which requires the following:
 - > Static NAT (network address translation) for each Domain Controller and DNS server (IP range to be assigned by OHCA's fiscal agent).
 - > A manually configured DNS Zone with all DNS servers and Domain controllers only on the Contractor's network. This zone shall be manually set to reflect the Static NAT addresses of each of the servers.

Once an acceptable DNS Zone is established for the trust, OHCA's fiscal agent and the Contractor shall exchange DNS records. Contractor shall update and exchange DNS records if additional Domain Controllers are added to the Contractor's network.

- d. Contractor shall:
 - i. Submit requests for employee passwords for the MMIS;
 - ii. Train appropriate staff to use the MMIS;
 - iii. Notify OHCA when an issued password is no longer needed due to termination of employment or change in duties within five (5) business days;
 - iv. Ensure that its employees are informed of importance of system security and confidentiality including HIPAA;
 - v. Document and notify OHCA of system problems to include type of problem, action(s) taken by Contractor to resolve problem and length of system down-time within eight (8) hours of problem identification.

5.2 Email Systems

The Contractor shall provide encrypted email communication when protected health information (PHI) is transmitted to OHCA.

SECTION 6. OPERATIONAL REQUIREMENTS

6.0 Establishment of Local Office

Contractor must establish a local office for operations within 10 miles of the Oklahoma State Capitol Building. The Project Director (see Section 7.1) must be located in the local office.

6.1 Call Center

Contractor shall:

- (a) Identify itself as "SoonerCare Radiology Management" in its call center greeting and not use its own name;
- (b) Operate between the hours of 8:30 AM and 4:30 PM Central Time Monday through Friday except on State of Oklahoma recognized holidays;

- (c) Answer only calls pertaining to the RMP and refer all other calls to the appropriate existing member or provider call centers;
- (d) Provide draft call center guidelines and procedures to OHCA at least one month prior to start of operations for approval by OHCA;
- (e) Meet the language needs of non-English speaking and hearing-impaired callers so that communication can be accomplished; Contractor may contract with a translation service to provide translation when needed; callers with special language needs shall receive a level of service comparable to other callers; and
- (f) Provide training to its call center staff related to OHCA benefit packages, PA requirements, member eligibility, provider eligibility, telephone etiquette, client confidentiality, and other topics necessary for program success; Contractor shall provide at least one staff person to receive training from OHCA who can provide this training to Contractor's staff.

SECTION 7. CONTRACT ADMINISTRATION AND MANAGEMENT

7.0 OHCA shall designate a Program Monitor (PM) to coordinate activities, resolve questions, document and monitor the selected Contractor's performance, and be the Contractor's primary liaison in working with other OHCA staff. The PM will initially receive and review all progress reports and deliverables, oversee scheduling of meetings with OHCA staff, and maintain first-line administrative responsibility for the Contract. The PM shall monitor, document and evaluate the work performance of the Contractor(s), accept deliverables, and authorize the payment for services rendered.

7.1 Contractor shall designate a Project Director (PD), subject to OHCA approval, who shall have day to day responsibility for supervising the performance and obligations under this RFP. The selected PD will work closely with and will receive policy direction from the OHCA PM.

SECTION 8. STAFFING REQUIREMENTS

The Contractor shall have sufficiently trained and experienced staff to fulfill all the requirements of this RFP. Contractor shall submit resumes of key staff to OHCA for approval, including the Project Director, Call Center Manager, and Physician Reviewers. Contractor shall not change the designation of key staff without OHCA's prior written approval, which approval shall not be unreasonably delayed or withheld.

8.0 Project Director (PD)

The PD shall have experience in implementing and performing PA functions, provider relations, medical and quality review, management, and appropriate education.

8.1 Call Center Manager

The Call Center Manager shall have experience managing call centers related to health care benefits management, training call center staff, and the ability to identify and solve call center-related problems.

8.2 Physician Reviewers

Physician reviewers shall be board certified, appropriately licensed radiologists. Reviewer responsibilities shall include:

- (a) Reviewing and approving/denying prior authorization requests for radiology services that are not electronically approved;
- (b) Educating providers whose PA requests are denied, including why the requested study does not meet guidelines and, if applicable, which service is more appropriate;
- (c) Serving as resources for clinical issues for call center staff and OHCA staff;
- (d) Serving as an expert witness in administrative hearings or other legal proceedings regarding denials of service if necessary.

SECTION 9. CONTRACT COMPLIANCE AND CORRECTIVE ACTION

OHCA and Contractor shall establish performance standards for this contract based on Contractor's proposal and OHCA needs. If Contractor fails to meet these standards or fails to meet any other contract requirements, OHCA will contact Contractor to discuss the issues. OHCA may request the Contractor to prepare and submit for approval a corrective action plan for identified issues. Contractor shall implement the corrective action plan appropriate and within the time frame specified by OHCA. Failure to resolve the issue may result in additional action by the OHCA, including withholding or reduction of Contractor reimbursement or contract action, up to and including termination.

SECTION 10. TURNOVER PLAN

10.0 Six months prior to the conclusion of the contract, the Contractor shall provide, at no extra charge, assistance in turning over the operations to OHCA or its agent. The Contractor shall provide a Turnover Plan which includes, but is not limited to, the following:

- Proposed approach to turnover;
- Identification of documentation and State-owned equipment/furnishings;
- Identification of documentation in Contractor's possession that is critical to the operation of services;
- Transfer of all data in a usable format to OHCA; and
- Turnover tasks and schedule.

10.1 OHCA must approve the Turnover Plan. At a turnover date, to be determined by OHCA, the Contractor shall provide to OHCA or its agent all updated manuals and all other documentation and records as will be required by OHCA for continuity of services under this Contract. Following turnover of operations, the Contractor must provide the state with a Turnover Results Report which will document completion and results of each step of the Turnover Plan.

10.2 As requested, but approximately four (4) months prior to the end of the contract or any extension thereof, the Contractor must provide updates to replacements for all data and reference files, computer programs, Job Control Listing (JCL), and all other documentation as will be required by OHCA or its agent to run acceptance tests.

10.3 OHCA may request that the Contractor arrange for the removal of hardware and software or the transfer to OHCA of leases of equipment and software, where applicable.

10.4 As an incentive to the Contractor to fully support the turnover of operations, supporting files, and other documentation to OHCA or its agent, five percent (5%) of the monthly invoiced amount for the last six (6) months of the Contract will be retained by OHCA until all turnover responsibilities are completed.

SECTION 11. PAYMENT FOR SERVICES UNDER THIS RFP

11.0 In consideration for successful performance of services rendered under this Contract, OHCA shall make a firm, fixed monthly payment as shown on Attachment A Cost Proposal to Contractor.

11.1.1 Calculation of Per Member State Funds Annual Savings

Payment for Medicaid expenditures is shared between state and federal governments. The federal matching assistance percentage (FMAP) for calendar year 2009 was 65.53%. During calendar year 2009, OHCA spent \$41.16 per member in total expenditures for members and procedures that would be included in the RMP. Thus, the state portion of these expenditures for calendar 2009 is \$14.19 per

member. This amount is the “Base Year Per Member State Funds Expenditure” or “Base PM”. (Details of the calculation of expenditures are available in the RFP Library.) The corresponding amount during any contract year is the “Contract Year Per Member State Funds Expenditure or” or the “Contract Year PM”. For purposes of this calculation, the contract year shall begin on the date that the RMP begins operations and annually thereafter until the end of this contract. At the end of each contract year of RMP operations, OHCA shall calculate Annual per member State funds savings (PM Savings) as follows:

$$\text{PM Savings} = (\text{Base PM} - \text{Contract Year PM})$$

For any contract year, the Base PM shall be recalculated using the FMAP in effect for that contract year in order to eliminate any increase or decrease in expenditures resulting only from FMAP changes. For any contract year, the Base PM shall be adjusted proportionally for reimbursement increases or decreases in the OHCA Fee Schedule in order to eliminate the effect of these changes on expenditures. (On April 1, 2010, OHCA reduced provider reimbursements by 3.25%. Thus, in the absence of any other reimbursement changes, the Base PM used in a 2010 calculation would be reduced by 2.4375%, i.e. the effect of a 3.25% reimbursement reduction for 9 months of the year.)

In the event that new procedure codes or places of services are added to the RMP, the parties may mutually agree to add these to the calculation of Base and Contract Year PM. If data is unavailable or procedures or places of service are new or not comparable, these shall be excluded from all calculations.

11.2 Pay for Performance

For any contract year, the Annual Per Member Savings Percentage (PM Savings %) shall be calculated as follows:

$$\text{PM Savings \%} = (\text{Base PM} - \text{Contract Year PM}) / \text{Base PM} \times 100$$

If the annual savings percentage is 15% or greater but less than 25%, OHCA shall pay Contractor a performance incentive equal to 10% of the firm, fixed price for that contract year. If the annual savings percentage is 25% or greater, OHCA shall pay Contractor a performance incentive equal to 20% of the firm, fixed price. For this calculation, this Base PM shall also be adjusted as necessary as specified in Section 11.1.

11.3 Payment Limit

Notwithstanding sections 11.1 or 11.2, total payment to the Contractor for any contract year (including performance incentives if any) shall not exceed two times (2X) the PM Savings multiplied by the average included membership for the contract year. (This is because OHCA pays 50% of administrative expenditures with State funds.) If, at the end of any contract year, OHCA has paid Contractor more than that amount, Contractor shall refund the excess to OHCA on receipt of OHCA’s invoice.

11.4 Implementation Costs

No start-up or implementation costs shall be paid under this bid. The prices quoted on Attachment A must be all-inclusive for the Contract.

11.5 Travel

The costs for all travel expenses are included in the firm, fixed price. The Contractor shall pay all expenses associated with travel and out-of-pocket expenses incurred in fulfilling the requirements of this Contract. Contractor understands and agrees that all travel expenses are included in the firm, fixed price specified by Contractor on Attachment A and are subject to the provisions of Okla. Stat. 74 § 85.40.

SECTION 12. PROPOSAL SUBMISSION CONTENT AND REQUIREMENTS

12.0 POINT OF CONTACT

This RFP is issued by the Oklahoma Department Oklahoma Health Care Authority (OHCA) and OHCA is the sole point of contact from the date of release until the selection of a Contractor(s). OHCA may be contacted at the following address:

Oklahoma Health Care Authority
4545 North Lincoln Boulevard, Suite 124
Oklahoma City, OK 73105-3400
Attn: Marilyn Barnard, Contracts Development
Marilyn.Barnard@okhca.org
(405) 522-7319

12.1 RFP CLOSING DATE

Proposals submitted in response to this solicitation must be received at the Oklahoma Health Care Authority no later than 5:00 PM Central Time on the date specified on the OHCA Solicitation Request form or in any amendment to the RFP. Proposals delivered or received after the closing time and date will not be accepted.

12.2 PROPOSAL RESPONSE

- a. **Language:** Proposals should be in clear and concise language suitable for inclusion in a contract with the State.
- b. **Page Limitations:** Proposals shall have a maximum of 35 pages. The page limit includes all technical response text and Attachment A. The page limit does NOT include appendices or sample forms or brochures, the cover page, blank divider pages or divider pages with section or chapter headings or tabs only, a table of contents nor an index. The type size shall not be smaller than 10 point. The top, bottom, left and right margins shall be at least one inch, excluding headers and footers. All pages must be numbered. **Any pages submitted in excess of the limit will not be read, evaluated, or considered in scoring the RFP.**
- c. **Illustrations and Photographs:** Illustrations and photographs may be included only if they are used to illustrate some feature of the proposal such as a room or building to be used to provide services, the cover of a proposed brochure or system screen prints, etc. Any illustrations or photographs must be referenced in the text of the Technical Proposal.
- d. **Covers and binding:** Proposals shall be spiral bound, stapled, placed in a loose-leaf binder or other binder cover. Covers shall specify the Bidder's name, date of submission, and the proposal name. Do not place illustrations or photographs on the cover or anywhere else except as specified in paragraph 12.2.c.
- e. **Cost Proposal:** The Cost Proposal must be submitted separately on Attachment A. Any mention of project costs in the Technical Proposal response may render the proposal nonresponsive.

12.3 PROPOSAL FORMAT

Bidder shall address each section of the proposal separately and label the section according to the numbering below (Chapter 1.a,b,c, etc. through Chapter 6, Appendices, Attachment A). Bidder should

ensure that the proposal addresses all the questions asked below and contains all requested information. Any attachments, sample forms, printed material, etc. should be submitted as appendices and should be referenced in this chapter.

CHAPTER 1 – EXECUTIVE SUMMARY

Provide a general overview of the proposal that includes the general approach to the RFP, important features of the technical proposal, Bidder qualifications and past performance and project management experience.

CHAPTER 2 – TECHNICAL RESPONSE

- (a) Explain Bidder's approach to developing criteria and protocols to be used in the PA process. How will key OHCA providers be incorporated into the criteria development process? Demonstrate that guidelines will be evidence-based. Examples may be given for a specific procedure. If Bidder has existing guidelines, explain the rationale and results of the existing guidelines. Give examples of algorithms if available. Explain the rationale or algorithms for automatic approvals and for those requiring more review.
- (b) Discuss how Bidder will implement a PA request process. How will web, phone, fax, and mail requests be handled? Provide sample screens of Bidder's existing and/or proposed web site for providers, including those for status checks. Make a recommendation on what should constitute an Expedited request and how these will be handled. Demonstrate expert level knowledge of ICD-9 and ICD-10 diagnostic and CPT procedure coding. Explain how Bidder will accomplish the nightly file transfer of approved PAs.
- (c) Provide a plan for making the transition to the Bidder's PA system and explain how Bidder will assist providers in making the transition.
- (d) Give examples of program areas that might be evaluated for possible recommendations to OHCA. What new technologies, claims edits and processes, and other procedures are on the horizon and how will Bidder address these?
- (e) Recommend an algorithm to identify providers eligible for the provider incentive process. How will Bidder monitor the performance of providers eligible for the expedited process?
- (f) Explain the Bidder's complaint handling and resolution processes.
- (g) Discuss the Bidder's quality assurance and improvement processes.
- (h) Explain the operations of Bidder's call center. Will Bidder use a dedicated line? Recommend performance metrics for call waiting times and call abandonment rate and explain how Bidder will track these numbers. How will Bidder accommodate non-English speaking and hearing-impaired callers?
- (i) Discuss how Bidder will approach the requirement for retrospective review. Include examples of previous review that Bidder has done for other payers. How will Bidder approach the issue of whether the service affected the member's health outcome?
- (j) How will Bidder educate providers about appropriate use of radiology services? Include sample web screens and/or publications if available.
- (k) Explain how Bidder will approach the issue of radiology utilization management in ERs. Discuss any prior experience or proposed solutions that Bidder has for this issue.
- (l) How will Bidder collect and present data required for reporting? Include a sample monthly report format.
- (m) Estimate the annual cost savings percentage that radiology management will generate for the OHCA. Explain assumptions and possible variation in this number.

CHAPTER 3 – CORPORATE STABILITY AND RESOURCES

Summarize Bidder's organizational characteristics including date established, organization type (e.g. corporation, nonprofit, etc.), number of employees, and any financial information relevant to Bidder's ability to perform the work in this RFP. Explain how Bidder's corporate stability and resources will enable it to implement and manage a project of this size and scope. Address financial solvency and credit rating for the past two years. Disclose any judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of Bidder during the contract period.

CHAPTER 4 – BIDDER'S PAST PERFORMANCE

- (a) State the total number of years of experience Bidder has in:
 - i. Development of criteria and guidelines for utilization of radiology services
 - ii. Prior authorization of radiology services for private or government payers
 - iii. Provider relations and education related to radiology services

Bidder should answer each of these questions as a simple statement of as "x" number of years. Do not include text and discussion in the answer to 4.a. Any discussion of experience and projects should be in the response to 4.b. Bidder should not include experience of partners and subcontractors; that should be in the response to 4.c.

- (b) Discuss three or four similar projects that Bidder has managed. Describe each project in enough detail to show its similarity to the scope of work.
- (c) If Bidder intends to use partners or subcontractors in accomplishing the work under this RFP, discuss the relevant experience of partners or subcontractors.

CHAPTER 5 – PROJECT MANAGEMENT

- (a) Submit a resume or summary of the qualifications of the Project Director, Call Center Manager, and Physician Reviewers. Discuss any limitations on the Project Director's availability.
- (b) Submit an implementation timetable for this project. Identify phases, milestones, and/or tasks along with the projected completion date for each. Identify and discuss obstacles to meeting the implementation timetable and any contingency planning.

CHAPTER 6 – REFERENCES

Submit three (3) professional references on the letterhead of the organization or company that is providing the reference. The reference should briefly discuss the work done by the Bidder and its quality, as well as whether or not the referring organization would contract again with the Bidder. The reference should also include the name, address, telephone and fax number of a person that OHCA may contact for additional information about the Bidder.

APPENDICES

Any attachments must be referenced in the Technical Proposal. Do not submit marketing material for the Bidder.

12.4 BIDDER'S COST PROPOSAL – ATTACHMENT A

Provide firm fixed pricing for the current state fiscal year 2011 (start of operations through 6/30/2011) and each of two (2) option years of the contract. Bidders must specify pricing with and without electronic file transfers as shown in Section 3.1(f). Note that the pricing is an all-inclusive single amount for each month. No separate payment for implementation costs will be made. No per member payments

will be made. Bidders may reproduce Attachment A if desired, but may not alter it in any way. Altering the pricing structure or any other feature of the cost proposal may render the proposal nonresponsive.

SECTION 13 SUBMISSION OF PROPOSALS

- 13.0** Bidders must deliver the following number of proposals to Oklahoma Health Care Authority as indicated on the RFP instruction form: One (1) clearly identified original paper proposal that includes all required forms, signed amendments (if any), and the Cost Proposal Attachment A, three (3) paper copies of the Technical Response, and one (1) electronic copy of the original proposal with all attachments.
- a. All proposals shall clearly indicate the name, title, mailing address, and telephone number of the Contractor's authorized agent with the authority to bind the firm to the provisions of the Contract and to answer official questions concerning the proposal. The original proposal must contain an original signature by this person. Sealed proposals shall be mailed or delivered to the contact person identified in on the OHCA Solicitation Request form.
 - b. Submitted proposals are rendered as a legal offer and when awarded by OHCA shall constitute a firm contract.
 - c. Submitted proposals shall be in strict conformity with the instructions and shall be submitted on the approved form. All proposals shall be typewritten. Penciled proposals shall not be accepted and shall be rejected as non-responsive. Any corrections shall be initialed in ink.
 - d. OHCA will accept all proposals for evaluation that are completely and properly submitted.
 - e. Bidders mailing their proposals or using a commercial delivery service shall allow sufficient time for delivery by the time and date specified on the Solicitation Request Form. **Proposals received after that time will be considered nonresponsive and will not be evaluated.** Delivery of the proposals shall be at the Bidders' expense. Any and all damage that occurs due to shipping shall be the Bidders' responsibility.
 - f. Proposals submitted in whole or in part by fax or email shall be rejected. Proposals shall be prepared in accordance with the requirements stated in this section of this RFP.
 - g. OHCA reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. Bidders may request changes to the terms and conditions of the RFP if desired during the question and answer process. OHCA will accept or reject the change and will post accepted changes as an amendment to the RFP.
 - h. OHCA reserves the right to withdraw or cancel this RFP at any time during the procurement process. Issuance of this RFP in no way obligates OHCA to award or issue a contract or to pay any costs incurred by any Bidder as a result of such a withdrawal.

13.1 COST OF PREPARING PROPOSAL

All costs incurred by the Bidder for proposal preparation, presentations and participation in this competitive procurement will be the sole responsibility of the Bidder. OHCA will not reimburse any Bidder for any such costs.

13.2 QUESTIONS & ANSWERS

- a. All questions and requests for clarification or changes relative to the RFP process or regarding the meaning or interpretation of any RFP provision should be submitted to the email address specified in Section 12.0 of this proposal: marilyn.barnard@okhca.org. Questions will not be accepted by mail, fax or telephone. A confirmation email will be sent to the Bidder to confirm receipt of the questions.
- b. Bidders must submit questions no later than 5:00 PM Central Time on May 27, 2010.
- c. Answers to the questions shall be posted as amendments to the RFP on the OHCA web site (<http://www.okhca.org>) Access the amendment documents by clicking "About Us" at the top of the page and then on "Procurement" in the column on the left side of the page.

13.3 RETENTION OF PROPOSALS

All proposals submitted in response to this RFP become the property of the State and will not be returned. Bidders may request that certain material be designated as proprietary, but final determination of whether or not material is proprietary is at the sole discretion of the OHCA. All proposals submitted and all information contained therein, unless specified as proprietary by OHCA, shall be subject to the Oklahoma Open Records Act, 51 Okla. Stat. §24A.1 et seq.

13.4 EVALUATION

The State of Oklahoma will conduct a comprehensive and fair evaluation of proposals received in response to this RFP. Proposals will be evaluated based upon Best Value Criteria including operational cost, technical competency, financial stability, industry and program experience, and use of proven development methodologies.

13.5 NEGOTIATION

OHCA reserves the right to enter into a negotiation process with one or more Bidders when it is considered in the best interest of the State. Should the negotiation process be invoked, the OHCA will negotiate in good faith for modifications to the submitted proposal(s). In the case there are no modifications to the submitted proposal in the negotiation process, the proposal will be scored as initially submitted by the Bidder.

13.6 AWARD

OHCA will notify all Bidders whether or not the Bidder was awarded the contract.

SECTION 14. RFP LIBRARY

Bidders may view an RFP Library on the OHCA web site which contains background information about OHCA and the project that may be useful in preparing proposals. Access the RFP library by going to <http://www.okhca.org>, clicking on "About Us" at the top of the page and then on "Procurement" in the column on the left side of the page.

PART II: GENERAL CONTRACT TERMS

SECTION 15. THE CONTRACT

By responding to this RFP, Contractor states that it accepts all terms and conditions of this RFP. OHCA acknowledges that some other RFP processes provide for creation of a new contractual agreement after acceptance of the proposal, but advises bidders that this RFP does not provide for that process. This RFP and the accepted proposal shall become the contract between the parties as provided in Section 15.0.

The RFP and any amendments to the RFP are higher order documents than the Contractor's Proposal. Therefore Bidders cannot amend this Contract by stating in its Proposal its intention to decline, waive or alter any term or condition in the RFP. Bidders may request changes of RFP terms and conditions during the question and answer process described in Section 13.2. If OHCA accepts the change, the change will be posted on the OHCA web site as an amendment to the RFP.

15.0 CONTRACT COMPOSITION

- a. This RFP and the accepted proposal shall become part of the contract between the parties. OHCA is responsible for rendering decisions in matters of interpretation of all terms and conditions.
- b. The component parts of the contract between the State and the selected Contractor(s) shall consist of:
 - 1) This RFP and any amendments to the RFP;

- 2) RFP Questions and Answers, where applicable;
 - 3) The Contractor's Proposal; and,
 - 4) The Purchase Order issued by OHCA.
- c. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the RFP shall govern. In the event that an issue is addressed in the proposal that is not addressed in the RFP, no conflict in language shall be deemed to occur. However, OHCA reserves the right to clarify, in writing, any contractual relationship with the concurrence of the Contractor(s), and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

SECTION 16. OTHER TERMS AND CONDITIONS

16.0 ANTICIPATED CONTRACT TERM

- a. This contract shall begin on the date of award and end on June 30, 2013.
- b. OHCA will issue a purchase order for the period date of award through June 30, 2011 and then issue a change order to the original purchase order in 12-month increments beginning July 1, 2011 and ending June 30, 2013. The decision to issue a change order to the original purchase order shall be contingent upon the needs of the OHCA and funding availability and is at the sole discretion of the OHCA.
- c. It is understood and agreed by the parties hereto that all obligations of OHCA, including the continuance of payments, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall OHCA be liable for any payments in excess of such available appropriated funds.

16.1 AMENDMENTS and/or MODIFICATIONS

- a. This Contract contains all of the agreements of the parties and no verbal representations from either party that contradict the terms of this Contract are binding. Any modifications to this Contract must be in writing and signed by both parties, except for those discussed in 16.0 c.
- b. Legislative, regulatory or programmatic changes may require changes in the terms and conditions of the resulting Contract. Modifications of terms and conditions of this Contract shall be authorized in such cases upon approval by OHCA. At all times OHCA shall adhere to the overall intent of the Contract.

16.2 USE OF SUBCONTRACTORS

The Contractor(s) may use subcontractors if written consent of OHCA is obtained prior to the effective date of any subcontract. The Contractor(s) will be responsible for the subcontractor's performance. The Contractor(s) will be responsible for meeting all the terms of the contract resulting from this procurement. The Contractor(s) shall be wholly responsible for performance of all work performed under the Contract whether or not subcontractors are used.

No subcontract or delegation shall relieve or discharge the Contractor(s) from any obligation or liability under the Contract. The subcontractors are subject to the same conditions as the Contractor(s) and subsequent contract modifications. Performance of any work by "contract employees" hired by the Contractor(s) shall be considered the sole responsibility of the Contractor(s).

16.3 LIABILITY/HOLD HARMLESS

The Contractor(s) agrees to hold OHCA harmless of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor(s) and its agents, servants and employees in the performance of this Contract. It is the express intention of the parties hereto that this Contract shall not

be construed as or given the effect of creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

16.4 LIQUIDATED DAMAGES / SANCTIONS

OHCA intends to apply sanctions and liquidated damages in a manner that is comparable to the nature of the offense or breach of duties described under this RFP. In the event that payment is demanded for services that are later ascertained to have not been duly provided under the provisions of this RFP, OHCA shall demand repayment of the entire amount paid for said services. Additionally, if OHCA determines the breach to be willfully committed or concealed by the Contractor's management, a penalty may be applied.

16.5 CONFLICT OF INTEREST

The Contractor(s) certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor(s) further certifies that, in the performance of this Contract, no person having such interest shall be employed.

16.6 AUDIT AND INSPECTION

- a. The Contractor shall keep records as are necessary to disclose fully the extent of service provided under this contract, and shall furnish records and information regarding upon request to the OHCA, the State Auditor & Inspector (SA&I), Department of Central Services – Central Purchasing Division (DCS), the General Accounting Office (GAO), and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) for six years from the ending date of this contract, which includes all renewal options. The Contractor shall not destroy or dispose of records, which are under audit, review or investigation when the six-year limitation is met. The Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigation agency that the audit, review or investigation is complete.
- b. Authorized representatives of OHCA, SA&I, DCS, GAO, and the Secretary shall have the right to make physical inspection of the Contractor's premises and to examine records relating to financial statements or claims submitted by the Contractor under this contract and to audit the Contractor's financial records.
- c. Pursuant to 74 O.S. § 85.41, OHCA and the SA&I shall have the right to examine the Contractor's books, records, documents, accounting procedures, practices, or any other items relevant to this Contract.

16.7 CONFIDENTIALITY

- a. Contractor(s) agrees that SoonerCare member information is confidential and is not to be released to the general public under 42 USC §1396a(7), 42 CFR §431:300-306 and 63 Okla. Stat. §5018. Contractor(s) agrees not to release the information governed by these SoonerCare member requirements to any other state agency or public citizen without the approval of OHCA.
- b. Contractor agrees that SoonerCare member and provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OHCA.
- c. Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§1320d - 1320d-8.

- d. Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OHCA Privacy and Confidentiality Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract.
- e. Contractor agrees to report potential known violations of 21 Okla. Stat. §1953 to the OHCA Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- f. Contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OHCA of such breach pursuant to the terms of 45 CFR §164.410 and cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall provide such notification to OHCA without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the elements required in 45 CFR §164.410.
- g. Contractor shall report to the OHCA any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Contractor shall report to OHCA any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

16.8 DISPUTES

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the resulting contract. When a dispute arises between OHCA and the Contractor, both parties will attempt to resolve the dispute pursuant to Oklahoma Central Purchasing Act, 74 Okla. Stat § 85, et seq.

16.9 COMPLIANCE WITH LAW

- a. The parties to this Contract acknowledge and expect that over the term of this Contract laws and regulations may change. Specifically, the parties acknowledge and expect (i) federal Medicaid statutes and regulations, (ii) State Medicaid statutes and rules, and (iii) state statutes and rules governing practice of health-care professions may change. The parties shall be mutually bound by such changes.
- b. As applicable, the Contractor certifies compliance with and shall comply with the following:
 - (i) Age Discrimination in Employment Act, 29 USC §621 et seq.;
 - (ii) Rehabilitation Act, 29 USC §701 et seq.;
 - (iii) Drug-Free Workplace Act, 41 USC §701 et seq.;
 - (iv) Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;
 - (v) Civil Rights Act, 42 USC §1971 et seq.;
 - (vi) Age Discrimination Act, 42 USC §6101 et seq.;
 - (vii) Americans with Disabilities Act, 42 USC §12101 et seq.;
 - (viii) Oklahoma Worker's Compensation Act, 85 Okla. Stat. §1 et seq.;
 - (ix) Fair Labor Standards Act, 29 USC §201 et seq.;
 - (x) Equal Pay Act, Public Law 88-38;
 - (xi) Vietnam Era Veterans Re-adjustment Act of 1974, Public Law 93-509;

- (xii) 31 USC §1352 and 45 CFR §93.100 et seq., which (1) prohibit use of federal funds paid under this Contract to lobby Congress or any federal official to enhance or protect the monies paid under this Contract and (2) require disclosures to be made if other monies are used for such lobbying;
 - (xiii) Presidential Executive Orders 11246 and 11375, which together require certain federal contractors and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;
 - (xiv) 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
 - (xv) 74 Okla. Stat. §§85.44 (B) and (C) and 45 CFR. §74.34 with regard to equipment (as defined by 2 CFR Part 230) purchased with monies received from OHCA pursuant to this Contract;
 - (xvi) Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801;
 - (xvii) Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 Okla. Stat. §1313 and participates in the Status Verification System. The Status Verification System is defined at 25 Okla. Stat. §1312 and includes but is not limited to, the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- c. The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.
- d. All questions pertaining to validity, interpretation, and administration of this Contract shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.
- e. The venue for civil actions arising from this Contract shall be Oklahoma County, Oklahoma. For the purpose of Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be the United States District Court for the Western District of Oklahoma.
- f. 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.

16.10 TERMINATION

- a. Either party may terminate for cause with a thirty (30) day written notice to the other party. Either party may terminate without cause with a sixty (60) day written notice to the other party.
- b. In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to the anticipated Contract expiration date, this Contract may be terminated immediately by OHCA.

16.11 FORCE MAJEURE

Neither party shall be deemed to be in default of any of its obligations hereunder if and so long as it is prevented from performing such obligation by an act of war, foreign action, nuclear explosion, riot, strike, civil insurrection, earthquake, hurricane, tornado, or other catastrophic event or act of God.

16.12 LICENSURE

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

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

16.13 PAYMENT TERMS

- a. A proper invoice for services must be rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) Contractor(s) name; 2) FEI or vendor number; 3) invoice number; 4) purchase order number (where applicable); 5) description of service(s); 6) date(s) of service; 7) enrollee and participant RID numbers; 8) amount(s) billed on a PMPM basis for the level of service provided. Contractor(s) shall maintain documentation of all billed charges and shall make such documentation available to OHCA upon request or as otherwise stated in this Contract. Contractor(s) shall submit invoices to the following address:
Oklahoma Health Care Authority
Division of Finance, General Accounting
P.O. Box 18299
Oklahoma City, OK 73154
- b. Payment terms and conditions are contingent on provisions stated in Section 16.0 d of this Contract.
- c. OHCA shall have forty-five (45) days to pay an invoice. If OHCA fails to pay an invoice within that time, Contractor(s) shall have the right to interest upon the invoice amount consistent with 62 Okla. Stat. §41.4b.
- d. Contractor(s) shall have the latter of: (a) ninety (90) days from the final date of service(s) rendered under the terms of this Contract; or (b) ninety (90) days from the expiration of this Contract to submit invoice(s) for payment. OHCA shall not be held responsible for payment of invoices submitted in excess of these time limitations.
- e. No payment shall be made by OHCA in advance of, or in anticipation of, services actually performed under this Contract. Monthly invoices must be submitted for work performed the previous month.

**ATTACHMENT A
COST PROPOSAL**

Firm Fixed "Monthly" All Inclusive Price: {by SFY (State Fiscal Year – July 1 st through June 30 th)}	SFY2011	SFY2012	SFY2013
With Manual Data Entry as in Section 3.1b and 3.1e (RFP page 3)			
With Electronic File Transfer as in Section 3.1f (RFP page 3)			

Appendix 1
Radiology Management Procedures Codes List

Procedure Code	CT - Procedure Code Description	Type Code
75573	75573 - CT HRT W/3D IMAGE, CONGEN	CT
75574	75574 - CT HRT W/3D IMAGE, CONGEN	CT
70450	70450 - COMPUTED TOMOGRAPHY, HEAD OR BRAIN;	CT
70460	70460 - COMPUTERIZED AXIAL TOMOGRAPHY, HEAD	CT
70470	70470 - CT HEAD/BRAIN W/O & W/DYE	CT
70480	70480 - COMPUTERIZED AXIAL TOMOGRAPHY, ORBI	CT
70481	70481 - COMPUTERIZED AXIAL TOMOGRAPHY, ORBI	CT
70482	70482 - CT ORBIT/EAR/FOSSA W/O&W/DYE	CT
70486	70486 - COMPUTERIZED AXIAL TOMOGRAPHY, MAXII	CT
70487	70487 - COMPUTERIZED AXIAL TOMOGRAPHY, MAXII	CT
70488	70488 - CT MAXILLOFACIAL W/O & W/DYE	CT
70490	70490 - COMPUTERIZED AXIAL TOMOGRAPHY, SOFT	CT
70491	70491 - COMPUTERIZED AXIAL TOMOGRAPHY, SOFT	CT
70492	70492 - COMPUTERIZED AXIAL TOMOGRAPHY, SOFT	CT
71250	71250 - COMPUTERIZED AXIAL TOMOGRAPHY, THOF	CT
71260	71260 - COMPUTERIZED AXIAL TOMOGRAPHY, THOF	CT
71270	71270 - CT THORAX W/O & W/DYE	CT
72125	72125 - COMPUTERIZED AXIAL TOMOGRAPHY, CERV	CT
72126	72126 - COMPUTERIZED AXIAL TOMOGRAPHY, CERV	CT
72127	72127 - CT NECK SPINE W/O & W/DYE	CT
72128	72128 - COMPUTERIZED AXIAL TOMOGRAPHY, THOF	CT
72129	72129 - COMPUTERIZED AXIAL TOMOGRAPHY, THOF	CT
72130	72130 - CT CHEST SPINE W/O & W/DYE	CT
72131	72131 - COMPUTERIZED AXIAL TOMOGRAPHY, LUMB	CT
72132	72132 - COMPUTERIZED AXIAL TOMOGRAPHY, LUMB	CT
72133	72133 - CT LUMBAR SPINE W/O & W/DYE	CT
72192	72192 - COMPUTERIZED AXIAL TOMOGRAPHY, PELV	CT
72193	72193 - COMPUTERIZED AXIAL TOMOGRAPHY, PELV	CT
72194	72194 - CT PELVIS W/O & W/DYE	CT
73200	73200 - COMPUTERIZED AXIAL TOMOGRAPHY,	CT
73201	73201 - COMPUTERIZED AXIAL TOMOGRAPHY, UPPE	CT
73700	73700 - COMPUTERIZED AXIAL TOMOGRAPHY, LOWE	CT
73701	73701 - COMPUTERIZED AXIAL TOMOGRAPHY, LOWE	CT
73702	73702 - CT LWR EXTREMITY W/O&W/DYE	CT
74150	74150 - COMPUTERIZED AXIAL TOMOGRAPHY, ABDC	CT
74160	74160 - COMPUTERIZED AXIAL TOMOGRAPHY, ABDC	CT
74170	74170 - CT ABDOMEN W/O & W/DYE	CT
75571	75571 - CT HRT W/O DYE W/CA TEST	CT
75572	75572 - CT HRT W/3D IMAGE	CT
75574	75574 - CT ANGIO HRT W/3D IMAGE	CT
76380	76380 - COMPUTERIZED TOMOGRAPHY, LIMITED OR	CT
76497	76497 - CT PROCEDURE	CT

Appendix 1
Radiology Management Procedures Codes List

Procedure Code	CT - Procedure Code Description	Type Code
70496	70496 - COMPUTED TOMOGRAPHIC ANGIOGRAPHY, I	CTA
70498	70498 - COMPUTED TOMOGRAPHIC ANGIOGRAPHY, I	CTA
71275	71275 - COMPUTED TOMOGRAPHIC ANGIOGRAPHY, C	CTA
72191	72191 - CT ANGIOGRAPH PELV W/O&W/DYE	CTA
73206	73206 - CT ANGIO UPR EXTRM W/O&W/DYE	CTA
73706	73706 - CT ANGIO LWR EXTR W/O&W/DYE	CTA
74175	74175 - CT ANGIO ABDOM W/O & W/DYE	CTA
75635	75635 - COMPUTED TOMOGRAPHIC ANGIOGRAPHY, J	CTA
70544	70544 - MAGNETIC RESONANCE ANGIOGRAPHY, HEA	MRA
70545	70545 - MAGNETIC RESONANCE ANGIOGRAPHY, HEA	MRA
70546	70546 - MR ANGIOGRAPH HEAD W/O&W/DYE	MRA
70547	70547 - MAGNETIC RESONANCE ANGIOGRAPHY, NE	MRA
70548	70548 - MAGNETIC RESONANCE ANGIOGRAPHY, NE	MRA
70549	70549 - MR ANGIOGRAPH NECK W/O&W/DYE	MRA
71555	71555 - MAGNETIC RESONANCE ANGIOGRAPHY, CHI	MRA
72198	72198 - MRI PELVIS, WITH OR WITHOUT CONTRAST I	MRA
73225	73225 - MR ANGIO UPR EXTR W/O&W/DYE	MRA
73725	73725 - MAGNETIC RESONANCE ANGIOGRAPHY, LOV	MRA
74185	74185 - MRI ANGIO, ABDOM W ORW/O DYE	MRA
70336	70336 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
70540	70540 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
70542	70542 - MAGNETIC RESONANCE(PROTON)IMAGING, C	MRI
70543	70543 - MRI ORBT/FAC/NCK W/O & W/DYE	MRI
70551	70551 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
70552	70552 - MRI BRAIN W/DYE	MRI
70553	70553 - MRI BRAIN W/O & W/DYE	MRI
70554	70554 - FMRI BRAIN BY TECH	MRI
70555	70555 - FMRI BRAIN BY PHYS/PSYCH	MRI
70558	70558 - MRI BRAIN W/DYE	MRI
70559	70559 - MRI BRAIN W/O & W/DYE	MRI
71550	71550 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
71551	71551 - MAGNETIC RESONANCE IMAGING, CHEST; W	MRI
71552	71552 - MRI CHEST W/O & W/DYE	MRI
72141	72141 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
72142	72142 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
72146	72146 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
72148	72148 - MAGNETIC RESONANCE (EG, PROTON	MRI
72149	72149 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
72156	72156 - MRI NECK SPINE W/O & W/DYE	MRI
72157	72157 - MRI CHEST SPINE W/O & W/DYE	MRI
72158	72158 - MRI LUMBAR SPINE W/O & W/DYE	MRI
72195	72195 - MAGNETIC RESONANCE IMAGING, PELVIS; W/	MRI

Appendix 1
Radiology Management Procedures Codes List

Procedure Code	CT - Procedure Code Description	Type Code
72196	72196 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
72197	72197 - MRI PELVIS W/O & W/DYE	MRI
73218	73218 - MAGNETIC RESONANCE IMAGING,UPPER EX	MRI
73219	73219 - MAGNETIC RESONANCE IMAGING,UPPPER E	MRI
73220	73220 - MRI UPPR EXTREMITY W/O&W/DYE	MRI
73221	73221 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
73223	73223 - MRI JOINT UPR EXTR W/O&W/DYE	MRI
73718	73718 - MAGNETIC RESONANCE IMAGING,LOWER E)	MRI
73719	73719 - MAGNETIC RESONANCE IMAGING,LOWER E)	MRI
73720	73720 - MRI LWR EXTREMITY W/O&W/DYE	MRI
73721	73721 - MRI JNT OF LWR EXTRE W/O DYE	MRI
73722	73722 - MAGNETIC RESONANCE IMAGING,JOINT,LOV	MRI
73723	73723 - MRI JOINT LWR EXTR W/O&W/DYE	MRI
74181	74181 - MAGNETIC RESONANCE (EG, PROTON) IMAG	MRI
74182	74182 - MAGNETIC RESONANCE IMAGING,ABDOMEN	MRI
74183	74183 - MRI ABDOMEN W/O & W/DYE	MRI
75557	75557 - CARDIAC MRI FOR MORPH	MRI
75561	75561 - CARDIAC MRI FOR MORPH W/DYE	MRI
75563	75563 - CARD MRI W/STRESS IMG & DYE	MRI
75565	75565 - CARD MRI VEL FLW MAP ADD-ON	MRI
76498	76498 - UNLISTED MAGNETIC RESONANCE PROCED	MRI
77058	77058 - MRI, ONE BREAST	MRI
77059	77059 - MRI, BOTH BREASTS	MRI
77084	77084 - MAGNETIC IMAGE, BONE MARROW	MRI
78459	78459 - MYOCARDIAL IMAGING, POSITRON EMISSION	PET
78491	78491 - MYOCARDIAL IMAGING,POSITRON EMISSION	PET
78492	78492 - MYOCARDIAL IMAGING, POSITRON EMISSION	PET
78608	78608 - BRAIN IMAGING, POSITION EMISSION TOMOC	PET
78609	78609 - BRAIN IMAGING, POSITION EMISSION TOMOC	PET
78811	78811 - TUMOR IMAGING (PET), LIMITED	PET
78812	78812 - TUMOR IMAGE (PET)/SKUL-THIGH	PET
78813	78813 - TUMOR IMAGE (PET) FULL BODY	PET
78814	78814 - TUMOR IMAGE PET/CT, LIMITED	PET
78815	78815 - TUMORIMAGE PET/CT SKUL-THIGH	PET
78451	78451 - HT MUSCLE IMAGE SPECT, SING	SPECT
78452	78452 - HT MUSCLE IMAGE SPECT, MULT	SPECT
78459	78459 - MYOCARDIAL IMAGING, POSITRON EMISSION	SPECT
78494	78494 - CARDIAC BLOOD POOL IMAGING,GATED EQU	SPECT
78710	78710 - KIDNEY IMAGING, TOMOGRAPHIC (SPECT)	SPECT
78803	78803 - RADIOPHARMACEUTICAL LOCALIZATION OF	SPECT
78804	78804 - TUMOR IMAGING, WHOLE BODY	SPECT
78807	78807 - RADIOPHARMACEUTICAL LOCALIZATION OF	SPECT