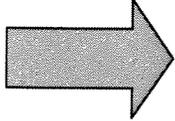
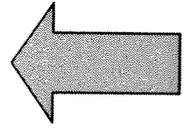


Oklahoma Health Care Authority Solicitation Request

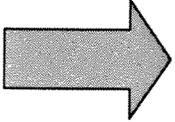
RETURN SEALED BIDS TO:



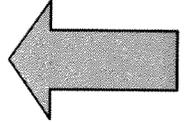
Oklahoma Health Care Authority
Contracts Unit
4545 N. Lincoln Boulevard, Suite 124
Oklahoma City, OK 73105-3413



RETURN ELECTRONICALLY SUBMITTED BIDS TO:



Theresa Isenhour, BS, CPO, Senior Contracts Coordinator
at theresa.isenhour@okhca.org



Solicitation Number 20110006

Issue Date May 27, 2010 Closing Date June 11, 2010

Senior Contracts Coordinator: Theresa Isenhour

Phone: (405) 522-7264

Fax: (405) 530-3297

E-Mail Address: theresa.isenhour@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>

1. Sealed and/or electronically submitted ITB/RFP responses must be received by 5:00 PM CT (central time) on the date shown on the State of Oklahoma Solicitation Request, "Closing Date" to be considered.
2. Sealed ITB/RFP responses and any ITB/RFP amendments shall be submitted in a single envelope, package or container and shall be sealed. The name and address of the Bidder (return address) shall be inserted in the upper left corner of the ITB/RFP response envelope, package or container. ITB/RFP NUMBER, ITB/RFP CLOSING DATE AND THE CONTRACT COORDINATOR'S NAME MUST APPEAR ON THE FACE OF THE ITB/RFP RESPONSE ENVELOPE, PACKAGE OR CONTAINER. The address for submission of sealed ITB/RFP responses is shown below:
 - Oklahoma Health Care Authority
 - ATTN: Legal Services/Contract Coordinator's Name
 - 4545 N. Lincoln Blvd, Suite 124
 - Oklahoma City, OK 73105-3413
3. Bidder shall acknowledge receipt of any/all amendment(s) to ITB/RFPs by signing and returning the ITB/RFP amendment(s). Amendment acknowledgement(s) may be submitted with the ITB/RFP response or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the ITB/RFP number and closing date on the front of the envelope. OHCA (Oklahoma Health Care Authority) Contracts Unit must receive the amendment acknowledgement(s) by the closing date and time specified for receipt of ITB/RFP responses to be deemed responsive. Failure to acknowledge ITB/RFP amendments shall be grounds for rejection.
4. ITB/RFP responses received after the "Closing Date" date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.
5. The following forms must be properly executed by an authorized person and signed in ink. These forms were included as separate files in the e-mail announcing the ITB. The last two forms may also be found on the Department of Central Services – Central Purchasing website at <http://www.ok.gov/DCS/> under Central Purchasing followed by CP Forms. Forms may also be obtained by contacting the Contract Coordinator:
 - a. Oklahoma Health Care Authority Solicitation Request
 - b. Certification for Competitive Bid/or Contract (Non-Collusion Certification) {DCS-Form-CP-004};
 - c. Professional Services Contract Certification {DCS-Form-CP-021};
6. Submitted ITB/RFP responses are rendered as a legal offer and any ITB/RFP response, when accepted by the OHCA, shall constitute a firm contract.
7. Submitted ITB/RFP responses shall be in strict conformity with the instructions to Bidders and shall be submitted in the required format and on the approved forms, if applicable. All ITB/RFP responses shall be typewritten. Any corrections to an ITB/RFP response shall be in ink and initialed by the individual with authority to make corrections.
8. ITB/RFP responses written in either ink or pencil shall NOT be accepted and shall be rejected as non-responsive.
9. Bidder guarantees unit prices to be correct.

10. Firm prices shall be F.O.B. Destination. The Bidder shall prepay all packaging, handling, shipping and delivery charges, unless otherwise specified.
11. Purchases by the State of Oklahoma are not subject to any sales tax or Federal excise tax. Tax exemption certificates shall be furnished upon request.
12. In accordance with Title 74, Section 85.40 **ALL** travel expenses to be incurred by the Bidder/Contractor that are part of a service contract shall be included in the total ITB/RFP response amount.
13. All submitted ITB/RFP responses shall be subject to Central Purchasing Act, Central Purchasing Rules, and other Statutory Regulations as applicable, any General and Special Conditions, ITB/RFP specifications, and all other terms and conditions listed or attached all of which are made part of the ITB/RFP.
14. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB/RFP and/or the resultant contract. All modifications to the ITB/RFP and/or the resultant contract shall be made in writing by the Oklahoma Health Care Authority Contracts Unit.
15. The State reserves the right to reject any ITB/RFP response that does not comply with the requirements and specification of the ITB/RFP. An ITB/RFP response may be rejected when the Bidder imposes terms or conditions that would modify requirements of the ITB/RFP or limit the Bidder's liability to the State.
16. Clarification pertaining to the contents of this ITB/RFP shall be directed in writing to the OHCA Contracts Coordinator shown on this State of Oklahoma Solicitation Request.
17. Contracts resulting from this ITB/RFP may be awarded on an **ALL OR NONE** basis, by individual item or grouped items, whichever is deemed to be in the best interest of the State of Oklahoma. Contract awards will be made to the lowest and best Bidder unless the ITB/RFP specifies the best value criteria are being used. Contract award decisions are further subject to any additional terms and conditions contained in this ITB/RFP.
18. Contractor shall be required to deliver merchandise as detailed in the ITB/RFP. The OHCA Contracts Coordinator shall approve any deviations or product/service changes in writing. Substitutions/changes made without the OHCA Contracts Coordinator's approval may be grounds for punitive remedies.
19. Audit and Records Clause. (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the Sate, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records Relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of six years following completion and/or termination of the contract term. If an audit, litigation, or other action involving such records is started before the end of the six year period, the records are required to be maintained until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.

REQUEST FOR PROPOSALS LITIGATION SUPPORT SERVICES

PART I: RFP (REQUEST FOR PROPOSAL) INFORMATION

SECTION 1. INTRODUCTION

1.0 ANNOUNCEMENT

The OHCA (Oklahoma Health Care Authority) is the single state agency designated by the Oklahoma Legislature through 63 Okla. Stat. §5009(B) to administer Oklahoma's Medicaid Program, known as SoonerCare. Individuals who participate in one of the many programs offered by the OHCA are SoonerCare members. The State (State of Oklahoma), by and through the OHCA is issuing this RFP in order to obtain one Contractor to provide litigation support services specifically court reporting and video recording for various legal proceedings occurring across the State of Oklahoma.

1.1 MANDATORY REQUIREMENT

OHCA has established a mandatory requirement for this solicitation to ensure that Bidders possess the experience to provide the services required.

If a bidder is unable to satisfactorily demonstrate in its proposal response that it meets the mandatory requirement below, the Bidder's response shall be judged non-responsive and the proposal not evaluated. The Mandatory Requirement is as follows:

- In order to be eligible to respond to this RFP Bidders must have a minimum of five years experience providing certified court reporters for legal proceedings.

SECTION 2. SCOPE OF WORK

Contractor shall:

- 2.0.1** Attend and provide court reporting or video recording services for various legal proceedings (i.e. depositions, public hearings, and court hearings) upon request of the OHCA. Court reporting services must be provided by a certified court reporter (CSR) meeting the requirements detailed in 20 Okla. Stat. §1501 et. seq. Certification for video recording services is not required;
- 2.0.2** For court reporting services, provide OHCA with a transcribed record that meets all requirements for filing with State and Federal courts and/or administrative appellate forums. The transcribed record shall include a printed version, a CD-ROM, and a MicroSoft Word format e-mailed to the assigned OHCA staff person;
- 2.0.3** For video recording services, provide OHCA with the original video recording and two copies in a format specified by the OHCA (VHS, DVD, electronic, etc.) within 10-14 days of the proceeding.

2.0.4 Originals and copies of both transcribed and video recorded proceedings shall be mailed to the address shown below:

Oklahoma Health Care Authority
ATTN: Legal Services/Paralegal Team
P.O. Drawer 18497
Oklahoma City, OK 73154-0497

2.1 The OHCA shall:

2.1.1 Request services with a minimum of three days notice. There may be times when any type of advance notification is not possible however, the OHCA will provide as much advance notice as feasible;

2.1.2 Provide the date, time, location, and anticipated length of legal proceeding;

SECTION 3. CONTRACT ADMINISTRATION AND MANAGEMENT

3.0 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 shall monitor, document and evaluate the work performance of the Contractor(s), accept deliverables, and authorize the payment for services rendered.

3.1 The successful Contractor(s) 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. Contractor(s) shall not change the designation of its PD without OHCA's prior written approval, which approval shall not be unreasonably delayed or withheld.

SECTION 4. PAYMENT FOR SERVICES UNDER THIS RFP

4.0 In consideration for satisfactory performance of the services enumerated in Section 2 – Scope of Work, the OHCA agrees to pay Contractor in accordance with the pricing schedules submitted during the RFP process. The pricing schedules shall be inclusive of all costs necessary to provide the services detailed in Section 2 – Scope of Work including but not limited to salaries, benefits, travel, copying, and long distance charges. Payments under this contract shall not exceed \$50,000.00 for the period July 1, 2010 through June 30, 2011. The not-to-exceed amount for each subsequent SFY shall be determined by the OHCA based on its needs and available funding. Payment terms and conditions are contingent on provisions stated in 6.1.2 of this RFP.

SECTION 5. PROPOSAL SUBMISSION CONTENT AND REQUIREMENTS

5.0 POINT OF CONTACT

5.0.1 INQUIRIES

This RFP is issued by the Oklahoma Health Care Authority (OHCA), and OHCA shall be the sole point of contact from the date of release of this RFP until the selection of the successful Contractor. All questions related to this RFP shall be submitted in writing to the following:

Oklahoma Health Care Authority
4545 N. Lincoln Blvd., Ste. 124
Oklahoma City, OK 73105
Attention: Theresa Isenhour, BS, CPO
Senior Contract Coordinator
Phone: (405) 522-7264
Fax: (405) 530-3297
Email: theresa.isenhour@okhca.org

5.0.2 AGENCY POINT OF CONTACT

OHCA point of contact after the RFP has been awarded is as follows:

Oklahoma Health Care Authority
4545 North Lincoln Boulevard, Suite 124
Oklahoma City, OK 73105-3400
Attn: Legal Services
(405) 522-7431

5.1 RFP CLOSING DATE

RFP Responses with all applicable attachments and mandatory certifications must be received at the OHCA no later than 5:00pm CT (Central Time) on June 1, 2010. ITB Responses delivered or received after the closing time and date will not be accepted. Responses may be submitted via electronic mail (e-mail) to the Contractor Coordinator listed above in 5.0.1. It is the Bidder's responsibility to ensure the response is received by the date and time detailed above. Responses submitted electronically will require additional documentation be submitted in hard copy format either during the ITB process or prior to award.

5.2 RFP RESPONSE FORMAT

Bidder (s) shall address each question below utilizing the forms provided in Appendix A. **No additional items are to be submitted.**

5.2.1 Chapter 1 Bidder's Experience

5.2.1.1 Provide a brief history of the Bidder's experience in providing court reporting services including the number of years spent providing court reporting services and the number of depositions transcribed in a calendar year;

5.2.1.2 Discuss the Bidder's ability for assigning an individual court reporter to a specific legal proceeding. This should include the number of court reporters available to the Bidder's organization and the average number of years of experience per court reporter;

5.2.1.3 Discuss the Bidder's ability to handle multiple requests for court reporting of legal proceedings at the same time and/or requests for court reporting of a legal proceeding within a short time period. This discussion should also include the Bidder's normal hours of operation, the ability to provide court reporters in multiple counties and/or locations and the minimum notice required for court reporting services; and

5.2.1.4 Provide the following information regarding how the Bidder will provide the video recording services detailed in the Scope of Work (Section 2).

If the Bidder employs a videographer, discuss the following:

- how long this person has been employed with the Bidder's organization;
- the length of time they have provided video recording services;
- the Bidder's ability to provide video recording services at the same time and/or requests for video recording services within a short time period; and
- the Bidder's ability to provide videographers in multiple counties and/or locations and the minimum notice required for video recording services;

If the Bidder contracts with a separate company or person (hereinafter referred to as sub-contractor) to provide video recording services, discuss the following:

- how long the Bidder has contracted with the sub-contractor;
- the name or names (if Bidder has multiple contracts) of the sub-contractor;
- the length of time the sub-contractor has provided video recording services,
- the sub-contractor's ability to provide video recording services at the same time and/or requests for video recording services within a short time period; and
- the sub-contractor's ability to provide videographers in multiple counties and/or locations and the minimum notice required for video recording services.

5.2.2 Chapter 2 Cost

Utilizing the RFP Response Forms shown in Appendix A and provided in a separate file entitled RFP Response Forms submit pricing information for each type of service detailed above under Scope of Work (Section 2). **Do not** include any other pricing structures or information.

5.2.2.1 Submit firm fixed price expressed as a per page rate for the court reporting services.

5.2.2.2 Submit a firm fixed price expressed as an hourly rate for the videography services. The hourly rate shall be inclusive of all costs incurred as result of the request for videography services, including travel and supplies.

5.3 SUBMISSION OF PROPOSALS

- 5.3.1 Submitted proposals are rendered as a legal offer and when awarded by the State shall constitute a firm contract.
- 5.3.2 Submitted proposals shall be in strict conformity with the instructions and shall be submitted on the required forms (See Appendix A). 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.
- 5.3.3 The State will accept all proposals for evaluation that are completely and properly submitted.
- 5.3.4 Bidders are responsible for ensuring their RFP Response is received at the OHCA by the date and time specified in 5.1. Bidders must allow sufficient time for delivery when submitting a hard copy or for technical issues when submitting an electronic version of their RFP Response. Responses received after the time and date detailed in 5.1 will not be considered.
- 5.3.5 The State reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. A response shall be rejected when the Bidder imposes terms or conditions that would modify requirements of the RFP or limit the Bidder's liability to the State.
- 5.3.6 The State reserves the right to withdraw or cancel this RFP at any time during the procurement process. Issuance of this RFP in no way obligates the State to award or issue a contract or to pay any costs incurred by any Bidder as a result of such a withdrawal.

5.4 COST OF PREPARING PROPOSAL

All costs incurred by the Bidder for preparation of their RFP Response and participation in this competitive procurement will be the sole responsibility of the Bidder. The State will not reimburse any Bidder for any such costs.

5.5 RETENTION OF PROPOSALS

All responses submitted during this RFP process become the property of the State and will not be returned. All material submitted by Bidders becomes the irrevocable and sole property of the State of Oklahoma. Information may only be deemed proprietary information by the State Purchasing Director at the Department of Central Services – Central Purchasing Division in accordance with 74 Okla. Stat. §85.10. All proposals submitted and all information contained therein shall be subject to the Oklahoma Open Records Act, 51 Okla. Stat. §24A.1 et seq.

5.6 RFP EVALUATION

5.6.1 The State of Oklahoma will conduct a comprehensive, fair, and impartial evaluation of proposal based on the “best value” criteria defined in the Oklahoma Central Purchasing Act, 74, Okla. Stat. §85, et seq.

5.6.2 Proposals shall be evaluated based on the following items listed in accordance of their importance:

5.6.1.1 Chapter 1 – Bidder’s Experience

5.6.1.2 Chapter 2 - Cost

PART II: GENERAL CONTRACT TERMS

SECTION 6. THE CONTRACT

By responding to this RFP, Bidder states that it accepts all terms and conditions of this RFP. OHCA acknowledges that some competitive processes provide for contract negotiations and creation of a new contractual document upon completion of the competitive process. Bidders are advised that this process does not allow for these items. The RFP and the Awarded Bidder’s response shall become the contract between the parties as provided in Section 10.0.

The RFP and any amendments to the RFP are higher order documents than a Bidder’s Proposal. Therefore a Bidder cannot amend the contract resulting from this competitive process by stating in their Proposal its intention to decline, waive or alter any term or condition in the RFP.

Bidders may inquire as to the possibility of changes to RFP terms and conditions during the question and answer process described in Section 5.0.1. If OHCA accepts the change, the change will be posted on the OHCA website as an amendment to the RFP.

6.0 CONTRACT COMPOSITION

6.0.1 This RFP and the awarded Bidder’s proposal shall become the contract between the parties. The contract shall consist of:

6.0.1.1 This RFP and any amendments to the RFP;

6.0.1.2 RFP Questions and Answers, where applicable;

6.0.1.3 The Awarded Bidder’s/Contractor’s Proposal; and,

6.0.1.4 The Purchase Order issued by the OHCA.

6.0.2 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 a proposal that is not addressed in the RFP, no conflict in language shall be deemed to occur. However, the 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. The OHCA is responsible for rendering decisions in matters of interpretation of all terms and conditions.

6.1 ANTICIPATED CONTRACT TERM & RENEWAL OPTION

- 6.1.1** The term of this contract shall begin on the July 1, 2010 and terminate on June 30, 2011. There shall be the option to renew for five additional one-year periods (July 1 – June 30). A change order to the original purchase order will be issued to the Contractor to exercise each renewal option period.
- 6.1.2** The option to renew shall be contingent upon the needs of the OHCA, the Contractor's performance, funding availability and is at the sole discretion of the OHCA.
- 6.1.3** 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.

6.2 AMENDMENTS/MODIFICATIONS

The contract resulting from this RFP process contains all of the agreements of the parties and no verbal representations from either party that contradict the terms of the resulting contract are binding. Any amendments to the resulting contract must be in writing and signed by both parties.

6.3 ASSIGNMENT

If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Audit and Inspection and Confidentiality clauses (6.4 and 6.5) shall be included in any subcontract. The Awarded Bidder will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Awarded Bidder of any responsibility for performance under this contract.

6.4 AUDIT AND INSPECTION

- 6.4.1** 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.

- 6.4.2 Authorized representatives of OHCA, SA&I, DCS, GAO, and the Secretary shall have the right to make physical inspection of the Contractor 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.
- 6.4.3 Pursuant to 74 Okla. Stat. §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. The OHCA shall allow for the inspection of public records in accordance with the provisions of the Oklahoma Open Records Act.

6.5 CONFIDENTIALITY

- 6.5.1 Contractor agrees that SoonerCare member information is confidential pursuant to 42 U.S.C. §1396a(7), 42 C.F.R. §431:300-306, and 63 Okla. Stat. §5018. Contractor shall not release the information governed by these requirements to any entity or person without proper authorization or OHCA's permission. The use or disclosure of information concerning members shall be limited to purposes directly connected with the administration of the state's Insure Oklahoma and SoonerCare program. This restriction shall also apply to the disclosure of information in summary, statistical, or other form which does not identify particular individuals.
- 6.5.2 Contractor shall have written policies and procedures governing the use and removal of member records from Contractor's facility. The member's written consent shall be required for release of information not authorized by law, which consent shall not be required for state and federal personnel working with records of members.
- 6.5.3 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.
- 6.5.4 Contractor agrees to comply with 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 42 U.S.C. §§1320d -1320d-8.
- 6.5.5 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.
- 6.5.6 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.

6.5.7 Contactor 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.

6.5.8 Contractor shall report to the OHCA any use or disclosure of PHI which in 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.

6.6 CONFLICT OF INTEREST

Contractor certifies and agrees that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the performance of a contract resulting from this RFP.

6.6 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.

6.7 LAWS APPLICABLE

6.7.1 The parties to this contract acknowledge and expect that changes may occur over the term of this contract regarding the multiple federal and state statutes, regulations and guidelines that govern this contract. The parties shall be mutually bound by such changes.

6.7.2 The Contractor shall comply and certifies compliance by its signature on this contract with the following:

6.7.2.1 the Age Discrimination in Employment Act, 29 USC §621 et seq.;

6.7.2.2 the Rehabilitation Act, 29 USC §701 et seq.;

6.7.2.3 the Drug-Free Workplace Act, 41 USC §701 et seq.;

6.7.2.4 Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;

6.7.2.5 the Civil Rights Act, 42 USC §1971 et seq.;

6.7.2.6 the Age Discrimination Act, 42 USC §6101 et seq.;

- 6.7.2.7 the Americans with Disabilities Act, 42 USC §12101 et seq.;
- 6.7.2.8 the Oklahoma Worker's Compensation Act, 85 Okla. Stat. §et seq.;
- 6.7.2.9 the Fair Labor Standards Act, 29 USC §201 et seq.;
- 6.7.2.10 the Equal Pay Act, Public Law 88-38;
- 6.7.2.11 the Vietnam Era Veterans Re-adjustment Act of 1974, Public Law 93-509;
- 6.7.2.12 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;
- 6.7.2.13 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;
- 6.7.2.14 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
- 6.7.2.15 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;
- 6.7.2.16 Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801.
- 6.7.3 The explicit inclusion of some statutory and regulatory duties in this contract shall not exclude other statutory or regulatory duties.
- 6.7.4 All questions pertaining to validity, interpretation and administration of this contract shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.
- 6.7.5 The venue for civil actions arising from this contract shall be Oklahoma County, Oklahoma. For the purpose of Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.
- 6.7.6 If any portion of this contract is found to be in violation of State or Federal Statutes, that portion shall be stricken from this contract and the remainder of the contract shall remain in full force and effect.

6.8 PAYMENTS/REIMBURSEMENT

- 6.8.1 Contractor shall submit a proper invoice for services rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) Contractor name; 2) telephone number; 3) FEI or vendor number; 4) invoice number; 5) purchase order number (were applicable); 6) description of service(s); 7) date(s) of service; and, 8) amount(s) billed. Contractor shall maintain documentation of all billed charges and shall make such documentation available to OHCA upon request or as otherwise stated in this contract.

Contractor shall submit invoices to the following address:

Oklahoma Health Care Authority
Division of Finance, General Accounting
P.O. Box 18299
Oklahoma City, OK 73154

6.8.2 OHCA shall have forty-five (45) days from the date that a proper invoice is received by OHCA to pay claims pursuant to the terms of this RFP. If OHCA fails to pay and invoice within that time, Contractor shall have right to interest upon the invoice amount consistent with 62 Okla. Stat. §41.4.

6.8.3 Contractor(s) shall have the later of: (a) ninety (90) days from the final date of service(s) rendered under the terms of this contract; or (b) ninety (90) days from the expiration of this contract to submit invoice(s) for payment. OHCA will not be held responsible for payment of invoices submitted in excess of these time limitations.

6.9 TERMINATION

6.9.1 Either party may terminate for cause with a thirty (30) day written notice to the other party. Either party may terminate without cause with a sixty (60) day written notice to the other party.

6.9.2 In the event funding of the SoonerCare Program from State, Federal or other sources 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 or modified as needed immediately by the OHCA.

6.10 LIMITATION OF LIABILITY

The parties intend that each shall be responsible for its own intentional act and negligent acts or omissions to act. The OHCA shall be responsible for the acts and omissions to act of its officer and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, 51 Okla. Stat. §151, et seq. The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Supplier agrees to hold harmless the OHCA of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of the contract resulting from this RFP process. It is the express intention of the parties hereto that the contract resulting from this RFP process 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.

6.11 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.

6.12 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.

6.13 TAX EXEMPT STATUS

OHCA represents that it is exempt from federal excise, state and local taxes, and sales to OHCA are exempted from Oklahoma sales and use taxes. If, in the future, OHCA becomes subject to any such taxes, OHCA shall reimburse the Contractor(s) for any cost or expense incurred. Any other taxes imposed on the Contractor(s) on account of this contract shall be borne solely by the Contractor(s).

6.14 INDEPENDENT CONTRACTOR

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OHCA. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OHCA nor are they entitled to any of the benefits or worker's compensation provided by the OHCA to its employees.

Appendix A

Litigation Support Services RFP Response Form

Bidder's Name: _____

RFP Number: _____

5.2.1 Chapter 1 Bidder's Agency Summary and Experience

5.2.1.1 Discuss the Bidder's ability for assigning an individual court reporter to a specific legal proceeding. This should include the number of court reporters available to the Bidder's organization and the average number of years of experience per court reporter;

Empty response area for bidder's agency summary and experience.

Appendix A continued

Litigation Support Services RFP Response Form

Bidder's Name:

RFP Number:

5.2.1 Chapter 1 Bidder's Agency Summary and Experience

5.2.1.2 Discuss the Bidder's process for assigning an individual to a specific legal proceeding. This should include the number of court reporters available to the Bidder's organization and the average number of years of experience per court reporter;

Appendix A continued

Litigation Support Services RFP Response Form

Bidder's Name: _____

RFP Number: _____

5.2.1 Chapter 1 Bidder's Agency Summary and Experience

5.2.1.3 Discuss the Bidder's ability to handle multiple requests for court reporting of legal proceedings at the same time and/or requests for court reporting of a legal proceeding within a short time period. This discussion should also include the Bidder's normal hours of operation, the ability to provide court reporters in multiple counties and/or locations and the minimum notice required for court reporting services; and

Appendix A continued

Litigation Support Services RFP Response Form

Bidder's Name:

RFP Number:

<p>5.2.1 Chapter 1 Bidder's Agency Summary and Experience</p> <p>5.2.1.4 Provide the following information regarding how the Bidder will provide the video recording services detailed in the Scope of Work (Section 2). <u><i>If the Bidder employs a videographer, discuss the following:</i></u></p> <ul style="list-style-type: none">○ how long this person has been employed with the Bidder's organization;○ the length of time they have provided video recording services;○ the Bidder's ability to provide video recording services at the same time and/or requests for video recording services within a short time period; and○ the Bidder's ability to provide videographers in multiple counties and/or locations and the minimum notice required for video recording services; <p><u><i>If the Bidder contracts with a separate company or person (hereinafter referred to as sub-contractor) to provide video recording services, discuss the following:</i></u></p> <ul style="list-style-type: none">○ how long the Bidder has contracted with the sub-contractor;○ the name or names (if Bidder has multiple contracts) of the sub-contractor;○ the length of time the sub-contractor has provided video recording services,○ the sub-contractor's ability to provide video recording services at the same time and/or requests for video recording services within a short time period;○ the sub-contractor's ability to provide videographers in multiple counties and/or locations and the minimum notice required for video recording services;
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Appendix A continued

Litigation Support Services RFP Response Form

Court Reporting and Videography Cost Chart

Bidder's Name: _____

RFP Number: _____

5.2.2. Chapter 2 – Cost

5.2.2.1 Submit firm fixed price expressed as a per page rate for the court reporting services.

\$ per page

5.2.2.2 Submit a firm fixed price expressed as an hourly rate for the videography services. The hourly rate shall be inclusive of all costs incurred as result of the request for videography services including, travel and supplies.

\$ per hour