



State of Oklahoma  
Oklahoma Health Care Authority

**Solicitation**

1. **Solicitation #:** 8070000454
2. **Solicitation Issue Date:** July 13, 2011

3. **Brief Description of Requirement:**

The Oklahoma Health Care Authority is issuing a RFP for the provision of The SoonerCare Call Center.

4. **Response Due Date**<sup>1</sup>: 08/17/2011
- Time:** 3:00PM
- CST/CDT**

5. **Issued By and RETURN SEALED BID TO**<sup>2</sup>:

Agency Name: Oklahoma Health Care Authority

- U.S. Postal Delivery: 2401 N.W. 23rd Street, Suite 1-A, Oklahoma City, OK 73107
- Carrier Delivery: 2401 N.W. 23rd Street, Suite 1-A, Oklahoma City, OK 73107

6. **Solicitation Type** (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. **Shipping Location:** 2401 N.W. 23rd Street, Suite 1-A, Oklahoma City, OK 73107

8. **Contracting Officer:**

Name: Lloyd Richardson  
Phone: 405-522-7587  
Email: Lloyd.Richardson@okcha.org

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 8070000454 \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>:**

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

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

6. **Workers' Compensation Insurance Coverage:**

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

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only 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.)<sup>2</sup>

\_\_\_\_\_ Date

\_\_\_\_\_ Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers'\\_Compensation\\_Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



**State of Oklahoma**  
 Oklahoma Health Care Authority

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

*A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.*

Solicitation or Purchase Order #: 8070000454

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

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

- the competitive bid attached herewith and contract, if awarded to said supplier;
- OR**
- the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
 Supplier Authorized Signature

\_\_\_\_\_  
 Certified This Date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Fax Number



**State of Oklahoma  
Oklahoma Health Care Authority**

**Professional Services Contract  
Certification**

Solicitation or Purchase Order #: 8070000454

Supplier Legal Name: \_\_\_\_\_

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined by 74 O.S. § 85.2, and the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# SoonerCare Call Center

## Request for Proposals

### Terms and Conditions

#### Solicitation # 8070000454

#### Table of Contents

<b>A.</b>	<b>SOLICITATION SPECIFICATIONS</b> .....
<b>B.</b>	<b>INSTRUCTIONS TO BIDDER</b> .....
<b>C.</b>	<b>CHECKLIST</b> .....
<b>D.</b>	<b>EVALUATION</b> .....
<b>E.</b>	<b>RFP GENERAL TERMS AND CONDITIONS</b> .....

#### **A. SOLICITATION SPECIFICATIONS**

##### **A.1 AGENCY AND PROGRAM OVERVIEW**

- A.1.1** The Oklahoma Health Care Authority (OHCA) is the state agency that administers the Oklahoma Medicaid Program, known as SoonerCare. SoonerCare is a federal and state program that provides funding for medical benefits to individuals who have inadequate or no health insurance coverage. Medicaid guarantees coverage for basic health and long-term care services based upon income and/or resources. Created as Title XIX of the Social Security Act in 1965, Medicaid is administered at the federal level by the Centers for Medicare and Medicaid Services (CMS) within the Department of Health and Human Services (HHS).
- A.1.2** The OHCA is issuing this Request for Proposal (RFP) for the provision of The SoonerCare Call Center. This includes answering telephone calls in reference to Medicaid, SoonerCare, and other OHCA programs.
- A.1.3** Bidders may submit bids for: 1) all the Call Center’s functions; 2)only the Patient Advice Line (PAL); or 3) for all functions excepts the PAL.
- A.1.4** This RFP may result in multiple awards to multiple bidders in order to obtain the best possible services.
- A.1.5.** The schedule of activities for this bid process is listed below. All dates are estimated and are subject to change.

<b>Bid Released to Vendors</b>	<b>July 13, 2011</b>
<b>RFP Library Available</b>	<b>July 15, 2011</b>
<b>Last Date to Submit Questions</b>	<b>July 27, 2011</b>
<b>Answers to Questions Posted on Website</b>	<b>August 4, 2011</b>
<b>Bids Due to OHCA</b>	<b>August 17, 2011 at 3:00PM CST</b>
<b>Contact Award</b>	<b>September 1 to 15, 2011</b>
<b>Implementation</b>	<b>September to December 2011</b>
<b>PAL Operations Start Date</b>	<b>January 1, 2012</b>
<b>All Other Operations Start Date</b>	<b>January 3, 2012</b>

- A.1.6 Definitions:
  - A.1.6.1 Choice means a medical home program where Members choose a primary care provider for care coordination and primary care provider. All other services are reimbursed on an FFS basis, but services not rendered by the primary care provider may require a referral
  - A.1.6.2 Insure Oklahoma Individual Plan (IO IP) – means a comprehensive SoonerCare package 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 Member benefits on a fee-for-service basis, but services not rendered by the primary care provider may require a referral.
  - A.1.6.3 Member means a person receiving health care benefits from a SoonerCare program
  - A.1.6.4 Per Member Per Month (PMPM) means The amount of money paid to the Contractor on a monthly basis in arrears to perform the work in under this RFP for each member included in the Contractor’s program whether or not those members use the Contractor’s service during that month
  - A.1.6.5 SoonerCare means all OHCA medical benefit package including Traditional, Choice, Insure Oklahoma, SoonerPlan, and Supplemental.
  - A.1.6.6 SoonerPlan means a limited package of family planning benefits.
  - A.1.6.7 Supplemental means a SoonerCare plan that provides medical benefit to supplement those services covered by Medicare (sometimes called “crossover”.)
  - A.1.6.8 Traditional means a comprehensive SoonerCare package that pays providers for services on a fee-for-service basis.

**A.2 SCOPE OF WORK**

Contractor shall:

**A.2.1 GENERAL REQUIREMENTS**

- A.2.1.1 Except for Patient Advice Line calls, answer inbound calls with the greeting “SoonerCare/Insure Oklahoma Helpline” and instruct all employees to identify themselves as Oklahoma Health Care Authority when communicating with callers;
- A.2.1.2 Answer inbound telephone calls from current and potential SoonerCare members and providers, and other state agencies and the general community in reference to Medicaid, SoonerCare and other OHCA programs, including Insure Oklahoma (Individual Plan and Employer-Sponsored Insurance) and Oklahoma Cares; OHCA waiver programs including Living Choice, Sooner Seniors, My Life My Choice, Medically Fragile and others may be included at OHCA’s option. These calls include general information and referral related to:
  - A.2.1.2.1 Member eligibility and enrollment
  - A.2.1.2.2 Provider enrollment and reimbursement information
  - A.2.1.2.3 Benefits and coverage
  - A.2.1.2.4 OHCA policies and procedures
  - A.2.1.2.5 Calls about OHCA events, including OHCA board meetings, Medical
  - A.2.1.2.6 Advisory Committee, other advisory boards, etc.
  - A.2.1.2.7 Complaints and appeal requests from members or providers;
  - A.2.1.2.8 Services and codes that require prior authorization, including appropriate referral to Medical Authorization Unit, Dental Unit, or appropriate OHCA contractors;
- A.2.1.3 Educate callers about information available via OHCA’s website and encourage use of this information;

- A.2.1.4 Verify phone number, address, fax number, and email address are correct when speaking to any enrolled member or contracted provider and make changes appropriately or communicate changes to the appropriate entity as necessary;
- A.2.1.5 Briefly summarize the content and resolution of inbound and outbound calls in the MMIS Call Tracking subsystem in a form that another person can readily understand; see Bidders' Library for examples of acceptable and unacceptable summaries and abbreviations;
- A.2.1.6 Transfer appropriate calls to Tier 2 Call Centers, including OHCA departments or other OHCA contractors, after creating a Call Tracking record that minimizes the need for the caller to repeat information to the Tier 2 representative; see Bidders' Library for examples of acceptable and unacceptable transfer notes;
- A.2.1.7 Refer appropriate calls to other state agencies, the member's primary care provider, or other appropriate entity as necessary;
- A.2.1.8 Make outbound telephone calls to SoonerCare members and providers as requested by OHCA;
- A.2.1.9 Mail pre-assembled enrollment material or other available materials upon request within two days of receiving request. Currently, approximately one thousand two hundred (1,200) packet requests a month are received. These requests are to be reported utilizing the Call Tracking subsystem. Postage costs are pass-through in accordance with section E.26.7;
- A.2.1.10 Inform callers requesting a publication or form that can be obtained on one of OHCA's websites and otherwise forward requests for OHCA publications or forms to the correct OHCA department or contractor for fulfillment;
- A.2.1.11 Develop and maintain a procedure manual for OHCA approval, including answers to frequently asked questions;
- A.2.1.12 Notify OHCA when particular programs, publications, procedures, etc. appear to cause frequent confusion or difficulties for members or providers;

**A.2.2 Member Calls**

- A.2.2.1 Provide information about the different programs that OHCA offers (Choice, Insure Oklahoma, Oklahoma Cares, waiver programs, etc.), general parameters for eligibility and covered services, and how to enroll;
- A.2.2.2 Refer members to other appropriate programs or agencies when necessary, such as SoonerStart, WIC, TANF, etc.
- A.2.2.3 Refer members to the HPES Internet Help Desk as necessary for, Internet problems, PIN and password resets, and others as appropriate;
- A.2.2.4 Explain and assist members with the SoonerCare or Insure Oklahoma online enrollment processes for appropriate potential or renewing members, including how to complete an online or paper application, required verifications and where to send them, time frames for receiving decisions, and follow-up;
- A.2.2.5 Provide members who need to contact OKDHS with the location, telephone number and hours of operation of the appropriate county office;
- A.2.2.6 Answer questions related to income guidelines, household composition and other general eligibility requirements for all programs;
- A.2.2.7 Provide information about application status for OHCA-processed eligibility, including why an application or member was denied, why a case was closed, and possible next steps; refer other members to OKDHS;
- A.2.2.8 Process requests for file updates including demographic changes, income changes, newborns, pregnancy, household changes as appropriate and refer appropriate changes to the correct OHCA unit or contractor as needed;

- A.2.2.9 When receiving a call from an enrolled member, verify that phone numbers, addresses, and email address (if any) are correct; make changes to this information in Online Enrollment, MMIS or other appropriate database as required; educate members on importance of keeping demographic information up to date;
- A.2.2.10 For members who cannot use Online Enrollment, forward changes in demographic information, child custody, support, income, or household composition to OKDHS on a daily basis by fax;
- A.2.2.11 For members who can use Online Enrollment and whose eligibility certification was at least 9 months ago, remind members that recertification is required and can be accomplished on a home computer or with an agency partner organization; if member has no computer access, offer members the option to verify all information and renew during the call;
- A.2.3 **Online Enrollment Tier 2 Calls and Workflow Processing**
  - A.2.3.1 Provide at least ten (10) Level 2 Call Service Representatives (CSRs – see Bidders’ Library for additional information) to be located at OHCA’s offices and under OHCA’s daily direction to answer Tier 2 calls about Online Enrollment for member and process documents through the Online Enrollment workflow. OHCA shall provide computer and telecommunications equipment and furniture for these CSRs. The Contractor is responsible for general supervision of these employees, but they will also receive daily direction from an OHCA supervisor. OHCA may at its option relocate some or all of these CSRs to Contractor’s place of business in the future; if OHCA exercises this option, the Contractor shall receive at least 60 days notice before this move.
- A.2.4 **PCP and Dentist Information**
  - A.2.4.1 Provide members with unbiased information about contracted primary care providers (PCP) and dental providers including location, languages spoken, services offered, etc. to meet the needs of the member; including referral to any online provider directories or listings; forward requests for assistance with specialists or dentists to the appropriate units;
  - A.2.4.2 When talking to a member who has not yet chosen a PCP, offer to assist the member with PCP enrollment;
  - A.2.4.3 Enroll SoonerCare Choice and Insure Oklahoma members with the PCP of their choice;
  - A.2.4.4 Process properly completed PCP action forms received to add a member to a Choice or Insure Oklahoma primary care provider’s panel in the event that the panel is at capacity; if a primary care provider is set on “panel hold”, forward completed action forms to OHCA Provider Services; note that the use of such “action forms” has been greatly reduced over the past few years and it is OHCA’s goal to minimize the use of these forms;
  - A.2.4.5 Assist members with complaints about providers and forward to OHCA Member Services unit as needed;
- A.2.5 **Program-Specific Information**
  - A.2.5.1 Answer general questions about the role and purpose of medical homes and/or primary care providers, and Health Access Networks where appropriate;
  - A.2.5.2 Provide general information about non-emergency transportation (NET) benefits and refer members as appropriate to OHCA’s NET broker or the OHCA Transportation Coordinator;
  - A.2.5.3 Provide information to members and applicants to the Insure Oklahoma program about employer-sponsored and individual coverage, dependent eligibility, premium amounts and payment methods, out-of-pocket expenses and reimbursement, and other general issues and refer more complex questions to HPES for resolution;

- A.2.5.4 Answer members' questions about behavioral health services, including available providers and benefits and refer more complex calls to Member Services;
- A.2.5.5 If OHCA exercises its option to include home and community based waiver programs in this contract, provide general information about waiver services including OKDHS programs (currently ADvantage, Developmental Disability Services Division waivers) and OHCA programs (currently Living Choice, Medically Fragile, SoonerSeniors, My Life My Choice) and refer members to OKDHS or OHCA Opportunities for Living Life division as appropriate.

**A.2.6 Patient Advice Line**

- A.2.6.1 Answer inbound calls from members during the hours when medical offices are generally closed
- A.2.6.2 Assess the nature and urgency of the caller's problem and recommend an appropriate course of action such as home care, calling the PCP in the morning, or accessing emergency medical services;
- A.2.6.3 Provide medical advice based upon pre-established clinical protocols approved by OHCA prior to implementation, particularly where medical resources are limited;
- A.2.6.4 Send an email to the member's PCP by 8 AM the next business day if the Contractor counsels a member to seek emergency medical services informing the provider about the situation and the advice given;
- A.2.6.5 Email Member Services about certain calls by 8 AM the next business day; these include calls from members who require behavioral health services or additional care management or any other call that the Contractor believes requires OHCA attention;
- A.2.6.6 If OHCA exercises its option to include some or all home and community based waiver program members in this contract, answer calls from waiver members whose caregiver did not show up or is unavailable, make an outbound call to a designated emergency contact, and assist the member and emergency contact in determining how to handle the member's care needs during this period;

**A.2.7 Provider Calls**

- A.2.7.1 Inform providers about contract types, requirements for each contract, and general information about services covered by each contract type;
- A.2.7.2 Explain the electronic provider enrollment (EPE) and update process, information required for completion of the application, faxed documents required for verification, and time frames for enrollment processing, screening fee, federal screening requirements and disclosure of ownership questions; and encourage providers to enroll, renew, and change demographic and other information via the electronic process;
- A.2.7.3 After explaining EPE, instruct providers who are unwilling or unable to use EPE to make changes to demographic or other information by sending a written request to Provider Contracting signed by the authorized representative on the Provider Agreement; transfer providers who are unwilling or unable to use EPE to enroll or renew provider agreements to Provider Contracting for information regarding the paper process;
- A.2.7.4 Contractor may not change banking or other information on a provider's file, but shall encourage provider to make necessary changes using the Electronic Provider Enrollment system
- A.2.7.5 Provide information to out-of-state providers regarding requirements for contracting, prior authorizations, process for obtaining higher reimbursement if applicable;
- A.2.7.6 Refer providers to the HPES Internet Help Desk as necessary for initial setup to the secure provider website, batch claim issues, Internet problems, PIN and password resets, and others as appropriate;

- A.2.7.7 Explain reimbursement methodologies, including fee-for-service, care coordination fees, SoonerExcel incentives payments, DRGs, Medicare crossover, etc.;
- A.2.7.8 Refer all providers, billing agents or others requesting verification of member eligibility to OHCA's Eligibility Verification System (EVS) available by telephone, web or via EDI (270/271 transaction); Contractor shall not verify eligibility except in unusual circumstances;
- A.2.7.9 After informing provider that prior authorization status, claim status and denial, provider's contract status and claim denial information is available online, answer questions if provider is unwilling or unable to check online or instruct the caller to phone the appropriate OHCA contractor (such as the contractor for behavioral health or imaging authorizations); the Contractor may limit the number of inquiries per call, require identification of the caller, contact managers of providers or billing agents that call frequently, or take other reasonable action approved by OHCA to encourage callers to obtain information via the web;
- A.2.7.10 Instruct providers requesting claim reconsideration to complete an HCA-17 form available on the OHCA website;
- A.2.7.11 Instruct providers requesting retroactive (backdated) contracts or payment to complete a request form on the OHCA website.
- A.2.8 **Insure Oklahoma Employer and Insurance Agent Calls**
  - A.2.8.1 Answer general program questions including inquiries from potential participating businesses or agents;
  - A.2.8.2 Look up PINs that employees at participating employers need to make online application;
  - A.2.8.3 Answer eligibility questions related to businesses and employees
  - A.2.8.4 Answer questions related to the status of renewals, whether documents have been received and other application questions;
  - A.2.8.5 Assist businesses in finding participating agents by referring them to the Insure Oklahoma website or offering them several names of participating agents;
  - A.2.8.6 Answer general questions from members about OHCA audits; refer specific questions about audit findings or recoupments to OHCA;
  - A.2.8.7 Take information about requests for presentations about Insure Oklahoma at businesses or other locales; send an email to Insure Oklahoma with necessary information such as name, address, date of presentations, etc.
  - A.2.8.8 Answer questions about requirements for qualifying plans, rate changes, and other insurance plan information.
- A.2.9 **Outbound Calling**
  - A.2.9.1 As requested by OHCA, Contractor shall initiate calls to members and providers and record and/or compile requested information. Examples of these types of calls include the following:
    - A.2.9.1.1 On a quarterly basis, telephone about 800 primary care providers after hours to determine whether they offer appropriate after-hours telephone access;
    - A.2.9.1.2 Provide information and assistance to selected SoonerCare Choice and Insure Oklahoma members who have not selected a medical home or primary care provider;
    - A.2.9.1.3 Conduct brief OHCA-designed telephone surveys, generally between 5 and 10 questions, for SoonerCare members and/or providers.

### A.3 **IMPLEMENTATION SCHEDULE**

Contractor shall:

- A.3.1 Begin implementation meetings at OHCA not later than October 1, 2011;

- A.3.2 Designate a permanent Project Manager no later than October 15, 2011;
- A.3.3 Begin training staff at OHCA or another location not later than November 1, 2011;
- A.3.4 Secure an Oklahoma City office no later than December 1, 2011;
- A.3.5 Allow testing of the system by OHCA not later than December 10, 2011;
- A.3.6 Receive OHCA approval of system testing not later than December 20, 2011
- A.3.7 Allow testing of call agents beginning December 15, 2011.
- A.3.8 Begin providing PAL services at 12:01 AM on January 1, 2011.
- A.3.9 Begin answering all other calls effective January 3, 2011.
- A.3.10 OHCA SMEs on site beginning January 3, 2011.
- A.3.11 If requested by the Contractor, OHCA may approve a specified number or percentage of Contractor's call agents working from home or another location within Oklahoma starting January 1, 2013; in this event, Contractor shall have written policies and procedures for employees working from home or other locations and shall submit these to OHCA for approval in advance.

#### A.4 **OPERATING REQUIREMENTS**

Contractor shall:

- A.4.1 Furnish and maintain an Oklahoma City-based office. The Contractor's office, all equipment, and all staff must be physically located within the Oklahoma City Metro Area, within 15 miles from the Oklahoma State Capitol building throughout the term of the contract except as provided in A.3.11 and E.14. The location where translation services are provided may be located outside of Oklahoma at the Contractor's discretion, but must be provided within the United States of America;
- A.4.2 Except for the Patient Advice Line, answer calls at least from Monday through Friday, 8:30 a.m. to 4:30 p.m. Central time except on official state holidays. The Contractor may at its option answer calls outside these hours. When the Contractor is not available to answer these calls, the Contractor shall provide a recorded message stating the hours that calls are accepted;
- A.4.3 At OHCA's option, answer calls from members Monday through Friday from 4:30 pm until 8:00 pm Central Time, and Saturday from 9:00 am until 1:00 pm except on official State holidays or on the Saturday immediately following or preceding a State holiday.
- A.4.4 Operate the Patient Advice Line from 5:00 PM to 8:00 AM Central Time Monday through Friday and 24 hours a day on Saturday, Sunday, and official state holidays. On state holidays when most businesses are open, generally Veterans' Day, Presidents' Day and Martin Luther King Day, the Contractor may operate the Patient Advice Line only from 5:00 PM to 8:00 AM. When the Contractor is not operating the Patient Advice Line, a recorded message must tell the caller to call his or her primary care provider;
- A.4.5 Provide a level of service to non-English speaking callers comparable to other callers with at least one immediately available Spanish-speaking call agent.
- A.4.6 For other languages, contract with a translation service to provide a comparable level of service for speakers of other languages; OHCA may at its option choose to utilize the services of the Contractor's translation service for calls that are transferred to OHCA Tier 2 call centers or in other circumstances as needed;
- A.4.7 Return calls as necessary to inbound callers after obtaining a translator, finding additional information, or in periods of especially high call volume; during business hours, the Contractor shall never require a caller to receive a call back under the following situations:
  - A.4.7.1 Calls that involve urgent or emergent health needs;

- A.4.7.2 Calls from a pay phone;
- A.4.7.3 Member calls from a provider's office or place of business;
- A.4.7.4 Member calls from another person's residence;
- A.4.7.5 Member calls from the DHS County Office;
- A.4.8 Provide a level of service to hearing-impaired and visually-impaired members or potential members comparable to other callers and in accordance with all applicable law;
- A.4.9 Assist visually-impaired members or potential members with eligibility, enrollment, PCP selection, or other needs;
- A.4.10 Provide desk, computer, and telephone for up to six (6) OHCA Subject Matter Experts at Contractor's site;
- A.4.11 Connect with the National Insure Kids Now Hotline via a plain old telephone system (POTS) or a Dedicated Access Line (T-1) operated by AT&T. Options are available if AT&T does not provide Contractor's Dedicated Access Lines. The Contractor shall be responsible for all costs associated with this connection.

**A.5 STAFFING AND TRAINING REQUIREMENTS**

Contractor shall:

- A.5.1 **Project Manager**  
Employ a full-time, on-site project manager for the OHCA Call Center. The Manager shall have at least 3 years of experience managing a customer service call center. OHCA prefers call center managers with SoonerCare or other Medicaid or health insurance experience.
- A.5.2 **Information and Telecommunications Technology**  
Employ at least one full-time information and telecommunications technology specialist capable of troubleshooting, handling connectivity and equipment issues, and serving as a single point of contact for OHCA.
- A.5.3 **Sufficient Staff**
  - A.5.3.1 Employ sufficient staff to accomplish all requirements of this Contract, including supervisors, call agents, and technology personnel. If OHCA reduces Contractor's PMPM payment as provided for in E.26.5 for more than 2 months in a row, OHCA may audit Contractor's staffing levels and, if necessary, require Contractor to hire additional staff.
  - A.5.3.2 OHCA's call system allows specification of "skill sets" that call agents have. Call agents will not receive calls of types for which that they do not have the skill sets. Therefore, not all call agents are required to be able to answer all types of calls. The Contractor at its option may choose to train any agent in only some skills sets or in all. Current Skill Sets are: Insure Oklahoma Call Center; Online Enrollment Applications, Online Enrollment Applications Spanish, Online Enrollment HelpDesk, Spanish, Online Enrollment Spanish, Provider Call Center, SoonerCare Behavioral Health, SoonerCare Help Line, SoonerCare Spanish, Spanish Assistance/General. On request of Contractor, OHCA shall alter these "skill sets" to fit the Contractor's organizational structure or needs.
  - A.5.3.3 OHCA currently has about 20 temporary staff working on Tier 2 Online Enrollment calls. The Contractor shall interview any of these staff members who are interested in positions with the Contractor and give these staff some priority in the hiring process.
- A.5.4 **Spanish-Speaking Agents on Duty**  
Maintain at least five Spanish-speaking call agents on duty and immediately accessible during business hours for member calls and at least one Spanish-speaking agent on duty

for Patient Advice Line calls. If necessary, Spanish-speaking callers may receive callbacks when a Spanish-speaking agent is not available subject to the provisions of A.4.7.

**A.5.5 Patient Advice Line Clinical Staff**

**A.5.5.1** Staff the Patient Advice Line with board certified medical doctors (MD), board certified doctors of osteopathy (DO) or registered nurses (RN). All clinical personnel must be currently and appropriately licensed in Oklahoma. The Contractor shall train clinical personnel in the use of approved clinical protocols, assessing the nature and urgency of the situation, recommending appropriate action, dealing with hostile or panicked callers, and a general overview of SoonerCare programs and benefits.

**A.5.5.2** Utilize appropriate non-clinical personnel for PAL data entry, Call Tracking records, call screening or non-emergency calls as desired. If Contractor uses non-clinical personnel, this staff must be appropriately trained for the duties they perform.

**A.5.6 Call Agents for All Other Calls**

**A.5.6.1** Train all call agents. OHCA may waive the requirements shown as A.5.6.1.1 and A.5.6.1.2 below for call agents that have previous experience in one of OHCA's call centers or an OHCA-contracted call center. In the absence of a waiver, call agents must receive:

**A.5.6.1.1** At least 32 hours of classroom training before beginning work;

**A.5.6.1.2** At least 80 hours of answering calls shadowing a more experienced Contractor employee before answering calls independently;

**A.5.6.1.3** At least 1 hour of continuing education each month and up to 3 hours if necessary because of new programs or changes;

**A.5.6.2** Pay all call agents at their standard pay rate for training time and shall not require employees to use breaks or leave time for training.

**A.5.6.3** Training shall include all information necessary to answer call center questions, use of the telephone and making appropriate entries in Call Tracking records, etiquette and good manners, how to deal with hostile or upset callers, and other appropriate areas; Contractor may use OHCA's online HIPAA training if desired;

**A.5.7 Complaints Regarding Call Agents**

**A.5.7.1** Maintain a complaint procedure and make the procedure available to any caller who requests it;

**A.5.7.2** Keep a written record of all complaints about call agents and make this record available to OHCA:

**A.5.7.3** Immediately investigate and resolve problems if a call agent receives two or more complaints within any six-month period;

**A.5.7.4** Remove any call agent from this contract on request of OHCA if the call agent receives four or more complaints within any six-month period or if OHCA believes any call agent is abusive, incompetent or otherwise unacceptable; OHCA shall consult with Project Manager before requiring the removal of any call agent and shall not unreasonably request removal of agents.

**A.5.8 Optional Call Services Representatives (CSR) 1 and 2**

**A.5.8.1** In the event that significant new programs or program changes require the handling of additional calls that may not be reflected in the PMPM rate, OHCA may, at its option, require the Contractor to hire additional Call Service Representatives Level 1 or Level 2 for at least 30 days. Anticipated events that may require additional CSRs include changes related to implementation of the

Affordable Care Act and/or new health information exchange initiatives. OHCA shall provide 60 days advance notice of its need for additional CSRs, although, at OHCA's request, the Contractor may provide the CSRs more quickly than that if it is able. (See Bidders' Library for example job descriptions of Level 1 and 2 CSRs.)

A.5.8.2 If OHCA requests CSRs to be located on its premises, OHCA shall provide computer and telecommunications equipment and furniture for these CSRs. If CSRs are to be located on Contractor's premises, the Contractor is responsible for providing these items.

## A.6 **REPORTING REQUIREMENTS**

Contractor shall:

- A.6.1 Daily notification due by 9 AM the following business day:  
Report Patient Advice Line calls that result in an emergency room visit or a 911 call to OHCA on a daily basis, as well as calls that require additional action from OHCA, e.g. behavioral health or care management needs. Calls shall be reported by fax or email or shall reference the appropriate Call Tracking record.
- A.6.2 Monthly reports due by the 10<sup>th</sup> business day following the end of the month:
- A.6.2.1 An inbound call activity report which shall be generated electronically from the Contractor's or OHCA's telephone switch. This report shall include, but is not limited to, the number of incoming calls received, number of incoming calls answered, cumulative calls answered, average answer speed of calls answered in minutes and seconds, agent hours worked, average calls answered per agent, total outbound calls, average calls answered per hour, average wait time in minutes and seconds, average talk time in minutes and seconds, rate of calls answered in less than fifteen (15) seconds, total calls abandoned, average time to abandonment, abandonment rate, number of calls in the queue at peak times and wait time for calls in queue. Calls to the PAL shall be reported separately.
- A.6.2.2 An outbound call report generated through the Contractor's or OHCA's telephone switch that documents the total number of outbound calls, the telephone number dialed and the length of each call and the reason for the outbound call, e.g. calls related to surveys or other special projects, calls responding to a message from a caller after hours, no Spanish-speaking agent available, waiting for translation service, etc. An outbound call is defined as a call when a call agent speaks with the target person of the outbound call; this is generally a member or the member's authorized representative (parent, caretaker, etc.), a provider or provider's authorized representative (e.g. appropriate office staff), or other relevant party such as an insurance agent or case worker. Calls that result in busy signals, wrong numbers, or calls made when the targeted person is not available cannot be included in these numbers or billed to OHCA.
- A.6.2.3 A summary of any problems reported by members, providers, or other callers and any complaints received by the Contractor and how they were resolved.
- A.6.2.4 Monthly reports shall include cumulative totals from the beginning of the State fiscal year and a comparison to the prior fiscal year's numbers where possible.
- A.6.3 Annual Report due by August 1<sup>st</sup> of each Contract Period after each full fiscal year  
Annual summary of monthly reports for the previous calendar year along with any recommendations trends, or other remarks based on the experience of the previous year.

## A.7 **SYSTEM REQUIREMENTS**

Contractor shall:

## **A.7.1 Telecommunications**

- A.7.1.1** Levy no charge to the caller for calls made to SoonerCare Call Center toll-free numbers from anywhere in the United States of America; OHCA has a toll-free number for the Patient Advice Line currently served by AT&T; as well as several other toll free lines for other calls. The line for OHCA must be separate and distinct from any and all other lines answered for the successful Contractor's other business customers. The right to use the 1-800 enrollment number, as well as the sequential combination of numbers that make up the 1-800 number shall remain the property of OHCA;
- A.7.1.2** Accept voice and data transmission from OHCA and its fiscal agent, HP, compatible with the 24-channel voice and 24-channel data lines currently in existence;
- A.7.1.3** Connect to OHCA's Avaya Media Gateway switch housed at the fiscal agent location, 2401 N. W. 23<sup>rd</sup> Street in Oklahoma City (the "D-mark"); all inbound and outbound calls shall go through this switch unless approval is received in advance from OHCA to bypass the switch for certain calls;
- A.7.1.4** Connect its agents to the switch using Avaya IP Agent for Computer Telephony Integration (CTI), with one (1) license per agent provided by OHCA. OHCA will also supply the Contractor with one (1) license of the Centre Vu Supervisor module to monitor agents and pull historical reports on agent and unit performance;
- A.7.1.5** Route voice communication along with caller data returned from OHCA's Medicaid Management Information System (MMIS) to agent workstations, making that data available for integration with MMIS applications; agents will logon to the OKMMIS to access the required data; OHCA will issue one MMIS logon per agent. Agents will use OHCA's CTI application and other necessary software to log into assigned call units, navigate between appropriate work status states, transfer and conference calls. When the Contractor agent accepts a call, the caller information will be displayed enabling the agent to know which client or provider is calling and to review notes from the caller's previous inquiries, allowing the agent to quickly address the caller's needs;
- A.7.1.6** Make voice connections via a dedicated T1 line and transmit data over a separate dedicated T1 line between OHCA's fiscal agent and Contractor; one voice and one data line is required for each 24 agents; (Example: 30 agents will require two voice T1 lines and two data T1 lines.)
- A.7.1.7** Maintain all systems from the T1 "D-mark" into its LAN and PBX; T1 lines will be maintained by OHCA;
- A.7.1.8** Supply all hardware for agents and supervisors, including desktop computer systems capable of running Microsoft Windows XP, Avaya Centre Vu and the MMIS program (see Bidders' Library for more detail)
- A.7.1.9** Maintain computer operating system and applications within one version of the current OHCA versions for the life of the contract;
- A.7.1.10** Maintain a local file server and Local Area Network (LAN) capable of pushing software applications to its agents and supervisors. The Contractor PBX should have data reporting capabilities;
- A.7.1.11** Supply telephonic equipment including VoIP phone sets and headsets for agents with connectivity to and compatibility with the Avaya phone system and Meridian phone equipment at OHCA; (see Bidders' Library for more detail)
- A.7.1.12** Schedule no down time during required operating hours

## **A.7.2 Medicaid Management Information System (MMIS) Requirements**

- A.7.2.1 Provide encrypted e-mail communication when Protected Health Information (PHI) is transmitted to OHCA
- A.7.2.2 Provide its own hardware, software, and information technology support services necessary to meet the infrastructure requirements for accessing the MMIS production environment, other MMIS applications, and/or the MMIS test environment as detailed below:
- A.7.2.3 Connection Options – Use one of the following:
  - A.7.2.3.1 Leased line from Contractor to OHCA’s fiscal agent with an Ethernet or Fast Ethernet handoff; or
  - A.7.2.3.2 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.
  - A.7.2.3.3 Internet Browser compatible with OHCA version (currently utilizing Internet Explorer Version 7.0 or above).
- A.7.2.4 Transmission – Encrypt all connections with OHCA’s fiscal agent utilizing all of the following minimum standards:
  - A.7.2.4.1 3-DES (data encryption standard) encryption;
  - A.7.2.4.2 Group 2 Diffie-Hellman;
  - A.7.2.4.3 MD5 (message-digest algorithm 5) Hash; and
  - A.7.2.4.3 ESP (encapsulated security payload) Protocol
- A.7.2.5 Authentication – 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 the Domain controllers and DNS (domain name system) servers on both networks communicate properly:
  - A.7.2.5.1 Either servers with publicly registered IP (internet protocol) addresses or
  - A.7.2.5.2 Servers with private IP addresses which require the following:
    - A.7.2.5.2.1 Static NAT (network address translation) for each Domain Controller and DNS server (IP range to be assigned by OHCA’s fiscal agent);
    - A.7.2.5.2.2 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.
- A.7.2.6 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.
- A.7.2.7 Submit requests for employee passwords for the MMIS as needed;
- A.7.2.8 Train appropriate staff to use the MMIS as needed;
- A.7.2.9 Notify OHCA when an issued password is no longer needed due to termination of employment or change in duties within five (5) business days;
- A.7.2.10 Ensure that its employees are informed of importance of system security and confidentiality including HIPAA; Contractor may use OHCA’s online HIPAA training for its employees if desired;
- A.7.2.11 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.

**A.8 OHCA RESPONSIBILITIES**

OHCA shall:

- A.8.1 Transmit the Contractor a quarterly file of all members and transmit updates to that file daily;
- A.8.2 Record all calls using its MMIS and make these recordings available to the Contractor;
- A.8.3 Provide email copies of all Provider and Member Letters and other notices to the Contractor's Project Manager at the time of mailing;
- A.8.4 Provide ten business days' notice whenever possible prior to any mailings, changes or other events that have the potential to significantly increase the number of calls made to the Contractor;
- A.8.5 Allow Contractor to specify pre-determined skill sets (e.g. online enrollment, provider contracting, etc.) for its call agents so that call agents do not receive calls for skills sets they do not have;
- A.8.6 Provide up to 100 hours of training to Contractor's Project Manager and 1-5 members of the Contractor's staff during November and December of 2011 with up to 3 hours per month of updates thereafter;
- A.8.7 Participate in up to 3 sessions per month for continuing education of Contractor's agents if requested;
- A.8.8 Keep Contractor informed of appropriate Tier 2 Call Centers at OHCA and its other contractors, including hours available;
- A.8.9 Provide up to 6 Subject Matter Experts to assist Contractor's call agents with complex calls, program changes, or items as needed; these SMEs shall:
  - A.8.9.1 Be at Contractor's location during State of Oklahoma business hours (generally 8 AM to 5 PM each business day with normal breaks);
  - A.8.9.2 Be available to assist agents with answers, appropriate referrals and transfers, and other information as needed;
  - A.8.9.3 Be permitted to perform other work at their desks and on their computers when not needed by a call agent;
  - A.8.9.4 Not answer inbound calls nor function as call agents for the Contractor except in extraordinary situations;
  - A.8.9.5 Not function as supervisors for the Contractor.

**B. INSTRUCTIONS TO BIDDER**

**B.1 RFP Submission Requirements**

- B.1.1 Submitted bids shall conform to these instructions, and shall be submitted with any other forms completed as required by the solicitation.
- B.1.2 Bids shall be submitted to the OHCA in a sealed container clearly showing the name of the bidder and the solicitation number.
- B.1.3 The required forms included at the beginning of this solicitation must be completed and submitted with the Bidder's response by an authorized person with full knowledge and acceptance of all their provisions. This includes "Certification for Competitive Bid and/or Contract, "Responding Bidder Information", and "Professional Service Contract Certification".
- B.1.4 All bids shall be typed utilizing a type size no 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. Initialed and dated corrections in ink are acceptable.
- B.1.5 All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable. These rules/regulations along with the terms & conditions, the required certifications, and any other attached

documents are made part of this solicitation.

- B.1.6** The Bidder shall submit one (1) original and four (4) paper copies and one (1) electronic copy on CD of their response. All copies shall address each section of the solicitation separately and be labeled according to the numbering below. The electronic copies on CD shall contain one file in either Microsoft Word or Adobe PDF (portable document format) with all required forms, documents, and or responses contained within the one file. **No additional items are to be submitted.**
- B.1.6.1** Page Limitations: Proposals shall have a maximum of 50 pages; this page limit includes all technical response text, cost proposal (Attachment A), and appendices, sample forms, brochures, etc. **Any pages submitted in excess of the limit will not be read, evaluated, or considered in scoring the RFP.**
- B.1.6.2** 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. The Bidder's company logo is also acceptable on the cover and technical response pages.
- B.1.6.3** Covers and binding: Proposals shall be 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 above.
- B.1.6.4** 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.
- B.1.6.5** Proprietary Information: If Bidder considers some information in its bid to be proprietary or confidential, Bidder shall submit an additional copy of its bid with all confidential and proprietary items redacted. See Section E.6.

## **B.2. QUESTIONS AND ANSWERS**

- B.2.1** All questions and requests for clarification or changes relative to the RFP process or regarding the meaning or interpretation of any RFP provision should be submitted to the email address specified on the first page of this solicitation. Questions will not be accepted by mail, fax or telephone.
- B.2.2** Bidders must submit questions no later than 5:00 PM Central Time on July 27, 2011.
- B.2.3** Answers to the questions shall be posted as amendments to the RFP on the OHCA web site (<http://www.okhca.org>). Access the amendment documents by clicking "About Us" at the top of the page and then on "Procurement" in the column on the left side of the page.

## **B.3 CHANGES IN RFP PROVISIONS OR SPECIFICATIONS**

- B.3.1** If an amendment is issued, then the Bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number, response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendment(s) may be grounds for rejection.
- B.3.2** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.

- B.3.3 It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a Bidder's failure to acquire any amendment documents required to complete a solicitation.
- B.3.4 Bidders are advised that they cannot change provisions or specifications of this Contract by indicating a change in their Proposal because this RFP is a higher order document in the Contract than the Proposal (See E.13 Legal Contract). Bidders may request changes of RFP provisions during the question and answer process described below. If OHCA accepts the change, the change will be posted on the OHCA website as an amendment to the RFP.
- B.3.5 If the Bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed.
- B.3.6 Clarification pertaining to the contents of this solicitation shall be directed in writing via e-mail to the Contracting Officer specified in the solicitation.

## **B.4 PROPOSAL FORMAT AND ORGANIZATION**

### **B.4.1 Chapter 1 – Bidder's Summary**

- B.4.1.1 Executive Summary - Provide a general overview of the solicitation that includes the general approach to the RFP, important features of the technical solicitation, Bidder qualifications and past performance and project management. The Executive Summary is limited to one (1) full page.
- B.4.1.2 The summary should state clearly whether the Bidder is proposing for: a) all call center operations, including the PAL, b) the PAL only; c) all call center functions except the PAL. For Bidders proposing all functions or the PAL, incorporate answers related to the PAL in your answers to all questions below.

### **B.4.2 Chapter 2 – Technical Response**

- B.4.2.1 Section 1 – Implementation: Discuss the implementation schedule in A.3 and propose any necessary changes or modifications. Add details or new milestones as desired. Discuss potential risks to the implementation timetable that might affect the Bidder's ability to meet the critical implementation date of Jan 1-3, 2012. Explain backup and contingency plans that Bidder will use to mitigate the risk.
- B.4.2.2 Section 2 – Operational Requirements: Discuss proposed operating hours for the call center and plans for obtaining an Oklahoma City office. Address how Bidder will meet the needs for translation, as well as services to visually and hearing-impaired members. Discuss Bidder's plans to utilize the OHCA-provided SME's most effectively.
- B.4.2.3 Section 3 – Staffing Requirements
  - B.4.2.3.1 Include resumes or job descriptions as appropriate for the Project Manager, information technology specialist(s), call services representatives 1 and 2, CSR supervisors, clinical staff for PAL or any other proposed staff.
  - B.4.2.3.2 Discuss plans to staff this RFP, including an organizational chart if desired. How many CSR 1 and 2s and PAL clinical staff does the Bidder anticipate hiring for the operations start up? What ratio of supervisors to CSRs does the Bidder propose? Provide information about typical longevity and turnover for CSRs in the Bidder's organization.
  - B.4.2.3.3 How will the Bidder recruit Oklahoma City staff? How does the Bidder propose to incorporate the existing Online Enrollment temporary staff and possibly other staff into the hiring process and provide some priority in hiring?
  - B.4.2.3.4 Explain Bidder's plans to train CSRs and others initially and on an ongoing basis? How will Bidder incorporate train new staff after operations begin? What staff does Bidder propose to have train at OHCA? How will Bidder incorporate OHCA staff (SMEs and others) into ongoing training?

- B.4.2.3.5 Discuss Bidder's plans for handling complaints about staff.
- B.4.2.3.6 Discuss Bidder's clinical protocols for the Patient Advice Line (PAL) if applicable.
- B.4.2.4 **Section 4 – Reporting Requirements**  
Most reports will be generated through the telephone switch. Include sample formats for reports if desired and address any other reporting that the Bidder can make available to OHCA.
- B.4.2.5 **Section 5 – System and Telecommunication Requirements**  
Discuss any difficulty that Bidder might have meeting the system and telecommunication requirements in this RFP. Propose alternatives or backup plans to address these difficulties. If desired, include diagrams or other illustrations related to Bidder's network and telecommunication plans.
- B.4.3 **Chapter 3 – Corporate Stability**
  - B.4.3.1 Provide ownership and type of organization (public/private company, partnership, subsidiary, etc.) and the date established. Explain how Supplier'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 Supplier during the contract period.
  - B.4.3.2 Has the Bidder had contract action taken against it on any professional service contract in the past 5 years? This includes any opportunity to correct a breach or performance issue, implementation of corrective action plans, invoking of contract penalties, allegations of breach, or any other contract action. Discuss the issues surrounding this contract action, whether it has been concluded and if so, what the resolution was. If the action is not yet concluded, discuss the current status.
- B.4.4 **Chapter 4 - Bidder's Past Performance and References**
  - B.4.4.1 Discuss three similar projects that Bidder has managed. For each referenced project, provide a description of the work performed, whether the Bidder was the prime contractor and the total value of the contract. If applicable, include data on the number of staff devoted to the contract, number of calls taken or callers served, the complexity of the calls, etc. Show clearly how these projects related to the work to be done under this RFP.
  - B.4.4.2 Submit three (3) professional reference letters from the organizations with which the Bidder was contracted for the projects listed in B.4.4.1. The letters should verify the nature and size of the project and discuss the Bidder's performance. The letter should also include the name and telephone number and/or email address of a person that OHCA may contact for additional information about the Bidder.
  - B.4.4.3 If Bidder plans to utilize partners or subcontractors in accomplishing the work under this RFP, discuss the relevant experience of partners or subcontractors.
- B.4.5 **Contractor's Cost Proposal – Attachment A**
  - B.4.5.1 Submit pricing for all services as shown on Attachment A. The Bidder shall not alter the pricing structure or Attachment A in any significant manner.
  - B.4.5.2 Bids shall remain firm for a minimum of 60 days from the solicitation closing date.
  - B.4.5.3 Prices must be all-inclusive, except for pass through costs identified in E.27.7.

## C. CHECKLIST

The following checklist is included to assist Bidders with ensuring all required documents are included in their RFP Response package.

- Certification for Competitive Bid and/Contract
- Professional Services Certification
- Responding Bidder Information Page
- Proposal Response organized as shown in B.4. including Cost Proposal Attachment A
- If Amendments have been posted, a signed copy of the Amendment of Solicitation form for each Amendment
- One (1) original and four (4) paper copies ,one (1) electronic copy on CD, and one (1) redacted copy if there is information in the Bidder’s response that the Bidder considers confidential or proprietary.

**D. EVALUATION**

**D.1 RFP EVALUATION**

- D.1.1.** 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.
- D.1.2.** Proposals shall be evaluated based on the following items listed in accordance of their importance:
  - D.1.2.1** Technical Response
  - D.1.2.1** Bidder’s Past Performance
  - D.1.2.3** Cost Proposal
  - D.1.2.4** Corporate Stability
  - D.1.2.5** Executive Summary

**E. RFP GENERAL TERMS AND CONDITIONS**

**E.1 AMENDMENTS OR MODIFICATIONS**

- E.1.1** This Contract contains all of the agreements of the parties and no verbal representations from either party that contradict the terms of this Contract are binding. Any modifications to this Contract must be in writing and signed by both parties.
- E.1.2** Legislative, regulatory and programmatic changes may require changes in the terms and conditions of the Contract. Modifications of terms and conditions of this Contract shall be authorized in such cases upon approval by OHCA, and the Contractor. At all times, all parties shall adhere to the overall intent of the Contract.

**E.2 ASSIGNMENT/SUBCONTRACTORS**

Contractor shall not assign or transfer any rights or obligations under this Contract without prior written consent of OHCA. The Contractor may use subcontractors if written consent of the OHCA is obtained prior to the effective date of any subcontract. The Contractor shall be responsible for the subcontractor’s performance and shall be wholly responsible for meeting all the terms of the Contract. No subcontract or delegation shall relieve or discharge the Contractor for any obligation or liability under the Contract. Any subcontractor shall be subject to the same conditions as the Contractor, including contract modifications subsequent to award.

**E.3 AWARD OF CONTRACT**

- E.3.3** In order to receive payments from the State of Oklahoma, Bidder(s) who are not registered on the State of Oklahoma Vendor Registration list must complete the “Vendor/Payee Form” ([www.ok.gov/OSF/documents/osfvend.pdf](http://www.ok.gov/OSF/documents/osfvend.pdf)). Non-U.S. Bidders who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN ([www.irs.gov/pub/irs-pdf/w8ben.pdf](http://www.irs.gov/pub/irs-pdf/w8ben.pdf)). Failure to do so may delay contract award.
- E.3.4** A competitively bid acquisition issued by agencies under the authority of Title 74 will require registration prior to award. Vendors will NOT be required to register to submit a response to a

solicitation but if a vendor is the highest scoring candidate and desires to conduct business with the state, they will be required to register prior to being awarded a contract. Bidders may obtain additional information on the registration process by visiting the Department of Central Services – Central Purchasing website at the following address ([http://www.ok.gov/DCS/Central\\_Purchasing/Vendor\\_Registration/index.html](http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html)). There is an annual fee of \$25 (per product family) to register with the State for which Bidders will be automatically notified of bidding opportunities for the commodities for which they register.

#### **E.4 AUDIT AND INSPECTION**

- E.4.1** As used in this clause “records” includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- E.4.2** 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 General Accounting Office (GAO), MFCU (Oklahoma Attorney General’s Medicaid Fraud Control Unit) and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) or and other pertinent State or Federal Agency for seven 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 seven-year limitation is met. The Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigation agency that the audit, review or investigation is complete.
- E.4.3** Authorized representatives of GAO, OHCA, MFCU, 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.

#### **E.5 BID OPENING**

Sealed bids shall be opened by the Oklahoma Health Care Authority located at 2401 N.W. 23<sup>rd</sup> Street, Oklahoma City, OK 73107-2423 at the time and date specified in the solicitation as the Response Due Date and Time.

#### **E.6 BIDS SUBJECT TO PUBLIC DISCLOSURE**

- E.6.1** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and submit a copy of the bid with this information redacted. OHCA shall make the final decision as to whether the documentation or information is confidential.
- E.6.2** If Contractor provides a copy of its bid with proprietary and confidential information redacted and OHCA appropriately supplies the redacted bid to another party under the Oklahoma Open Records Act or other statutory or regulatory requirements, the Contractor agrees to indemnify OHCA and step in to defend its interest in protecting the referenced redacted material.

#### **E.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By submitting a response to this solicitation:

- E.7.1** The prospective primary Bidder and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- E.7.1.1** are not presently debarred, suspended, proposed for debarment, declared ineligible, or

- voluntarily excluded by any Federal, State, or local department or agency;
- E.7.1.2 have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- E.7.1.3 are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph E.4.1.2 of this certification; and
- E.7.1.4 have not within a three year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- E.7.2 Where the prospective primary Bidder is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to its solicitation response.

## **E.8 CONTRACT INFORMATION**

- E.8.1 Contract Term - The Contract shall begin Date of Award and terminate on June 30, 2012. There shall be an option to renew for six additional one-year periods (July 1<sup>st</sup> – June 30<sup>th</sup>) through June 30, 2018. A purchase order will be issued for the first fiscal year and change orders to the original purchase order will be issued to the Contractor at the beginning of each following fiscal year. The option to renew shall be at the sole discretion of the OHCA based on its needs and funding availability.
- E.8.2 Contractor Relationship – In accordance with OMB (Office of Management and Budget) Circular A-133 the relationship between the OHCA and the Contractor for the Contract resulting from this RFP is that of a vendor.

## **E.9 CONFIDENTIALITY**

- E.9.1 Contractor agrees that SoonerCare member information is confidential pursuant to 42 USC § 1396a(7), 42 CFR § 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.
- E.9.2 Contractor shall have written policies and procedures governing the use and removal of patient records from Contractor's facility. The patient'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.
- E.9.3 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.
- E.9.4 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.
- E.9.5 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.
- E.9.6 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.

- E.9.7 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.
- E.9.8 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.

**E.10 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.

**E.11 CONTRACT ADMINISTRATION AND MANAGEMENT**

- E.11.1. OHCA shall designate a Program Manager (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 State staff, and maintain first-line administrative responsibility for the Contract. The PM shall monitor, document and evaluate the work performance of the Contractor, accept deliverables, and authorize the payment for services rendered.
- E.11.2. The Contractor shall designate a Project Director (PD) who shall have day to day responsibility for supervising the performance and obligations under this RFP. The selected PD will work closely with and will receive policy direction from the OHCA PM. Contractor shall not change the designation of its SME without OHCA's prior written approval, which approval shall not be unreasonably delayed or withheld.

**E.12 PERFORMANCE BOND**

- E.12.1 The Contractor shall furnish a performance bond payable to the State of Oklahoma and OHCA in an amount of the greater of one million dollars (\$1,000,000.00) or one-half of the annual contract value within thirty (30) calendar days of the contract award to guarantee performance in accordance with the conditions and specifications of this RFP and the Contract. A certified check, cashier's check, or certificate of deposit is acceptable in lieu of a performance bond. Failure to provide a performance bond within the required time shall be cause for termination of the Contract.
- E.12.2 In the event of termination for default, the performance bond shall become payable to the State for any outstanding damage assessments against the Contractor. Up to the full amount of the performance bond may also be applied to the Contractor's liability for any administrative costs and/or excess costs incurred by OHCA in obtaining similar equipment or services to replace those terminated as a result of the default. OHCA may seek other remedies under law in addition to this stated liability.
- E.12.3 The performance bond shall also become payable to the State if the Contract is terminated due

to bankruptcy on the part of the Contractor, whether voluntary or involuntary.

**E.13 TURNOVER PLAN**

**E.13.1** Six months prior to the conclusion of the Contract, the Contractor shall provide, at no extra charge, assistance in turning over the operations to OHCA or its agent. The Contractor shall provide a Turnover Plan which includes, but is not limited to, the following:

**E.13.1.1** Proposed approach to turnover;

**E.13.1.2** Identification of documentation and State-owned equipment and/or furnishings;

**E.13.1.3** Identification of documentation in Contractor's possession that is critical to the operation of services;

**E.13.1.4** Transfer of all data in a usable format to OHCA; and

**E.13.1.5** Turnover tasks and schedule.

**E.13.2** OHCA must approve the Turnover Plan. At a turnover date, to be determined by OHCA, the Contractor shall provide to OHCA or its agent all updated manuals and all other documentation and records as will be required by OHCA for continuity of services under this Contract. Following turnover of operations, the Contractor must provide the state with a Turnover Results Report which will document completion and results of each step of the Turnover Plan.

**E.13.3** As requested and applicable, 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, and all other documentation as will be required by OHCA or its agent to run acceptance tests.

**E.13.4** OHCA may request that the Contractor arrange for the removal of hardware and software or the transfer to OHCA leases of equipment and software, where applicable.

**E.14 DISASTER RECOVERY PLAN**

The Contractor shall have an adequate plan to provide an emergency back-up telecommunication system and a disaster recovery plan to maintain business functions. Bidder must submit the plan to OHCA for approval by December 20, 2011. The Contractor may include resources outside Oklahoma but within the United States as part of this plan.

**E.15 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.

**E.16 EMPLOYMENT RELATIONSHIP**

This Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The Bidder's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for right or benefits accruing to State of Oklahoma employees.

**E.17 EQUIPMENT**

Equipment is defined by the State of Oklahoma as a tangible nonexpendable item having a useful life of more than one year and a total acquisition cost of \$500.00 or more per unit. All equipment purchased by the Contractor for which the Contractor receives payment from the OHCA shall belong to the OHCA. This equipment shall be inventoried and tagged in accordance with OHCA asset policies

and procedures. Upon completion of this contract all equipment shall be returned to the OHCA.

**E.18 INFORMATION TECHNOLOGY ACCESS CLAUSE**

- E.18.1** Electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance in accordance with 74 Okla. Stat., §85.7d and OAC 580:15-6-22. All web-based information developed as a deliverable under this contract shall comply with Section 4.3 of the Oklahoma Technology Accessibility Standards (Web-Based Information and Applications). EIT Standards may be found at [http://www.ok.gov/DCS/Central\\_Purchasing/VPAT\\_&\\_Accessibility.html](http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html).
- E.18.2** Upon request, the Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document. Any exceptions to Section 4.3 of the Oklahoma Information Technology Accessibility Standards shall be documented and approved by the OHCA. Additional information regarding the Oklahoma Information Technology Accessibility Standards may be found on the Office of State Finance website at <http://www.ok.gov/OSF/index.html> by clicking on *Information Services* tab followed by *Publications and Standards* tab and then selecting the *Information Technology Accessibility Standards* link.
- E.18.3** The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the product, system or application developed and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

**E.19 INSURANCE**

The successful Bidder(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The Bidder awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

**E.20 LATE BIDS**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

**E.21 LAWS APPLICABLE**

- E.21.1** 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.
- E.21.2** The Contractor shall comply and certifies compliance with the following:
- E.21.2.1** the Age Discrimination in Employment Act, 29 USC §621 et seq.;
  - E.21.2.2** the Rehabilitation Act, 29 USC §701 et seq.;
  - E.21.2.3** the Drug-Free Workplace Act, 41 USC §701 et seq.;
  - E.21.2.4** Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;
  - E.21.2.5** the Civil Rights Act, 42 USC §§2000d et seq. and §§2000e et seq.;
  - E.21.2.6** the Age Discrimination in Federally Assisted Programs, 42 USC §6101 et seq.;

- E.21.2.7 Equal Opportunity for Individuals with Disabilities 42 USC §12101 et seq.;
  - E.21.2.8 the Oklahoma Worker's Compensation Act, 85 Okla. Stat.. § 1 et seq;
  - E.21.2.9 the Fair Labor Standards Act, 29 USC §201 et seq;
  - E.21.2.10 the Equal Pay Act, Public Law 88-38, 77 Stat. 56;
  - E.21.2.11 the Vietnam Era Veterans Re-adjustment Act of 1974,38 USC §4212;
  - E.21.2.12 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;
  - E.21.2.13 Presidential Executive Orders 11141, 11246 and 11375, which together require certain federal contractors and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;
  - E.21.2.14 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
  - E.21.2.15 74 Okla. Stat. §85.44(B) and (C) and 45 CFR §74.34 with regard to equipment (as defined by the State of Oklahoma) purchased with monies received from OHCA pursuant to this Contract;
  - E.21.2.16 the Anti-Kickback Act of 1986; 41 USC §51-58, which prohibits any person from providing or attempting to provide or offering to provide any kickback;
  - E.21.2.17 Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801.
  - E.21.2.18 By submitting a bid for services, the Bidder certifies that it and any proposed subcontractors are in compliance with 25 Okla. Stat. §1313 and participate in the Status Verification System. The Status Verification System is defined in 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](http://www.dhs.gov/E-Verify).
  - E.21.2.19 Cost Principles for Non-Profit Organizations 2 CFR Part 230 or Federal Acquisition Regulations (FAR) [31.2 http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/31.htm](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/31.htm) if the Contractor is a For Profit Entity.
- E.21.3 The explicit inclusion of some statutory and regulatory duties in this Contract shall not exclude other statutory or regulatory duties.
  - E.21.4 Any claims, disputes, or litigation relating to the solicitation or execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma regardless of where the work or services are performed.
  - E.21.5 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.
  - E.21.6 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.

## E.22 LEGAL CONTRACT

- E.22.1 Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- E.22.2 The Contract resulting from this solicitation will consist of the following documents in order of preference. Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certifications, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents

prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

**E.23 NON-APPROPRIATION**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amount due for multiple year agreements. The OHCA's decision as to whether sufficient appropriations are available shall be accepted by the Bidder and shall be final and binding.

**E.24 OWNERSHIP OF MATERIALS**

Materials developed and/or produced by the Contractor for which the OHCA pays the Contractor are owned by the OHCA. This includes any proprietary rights or interests in the products, materials, intellectual properties developed, data, documentation, approaches, systems, programs, methodologies, or concepts developed, produced or provided in connection with the services provided under the contract. All such items, rights and/or interests shall belong exclusively to OHCA, unless specifically approved in writing by OHCA. All materials produced as a result of this contract become the sole property of the OHCA. This includes all digital design files and layouts, as well as all final artwork and files. This excludes any stock photography or commercial photography or artwork that may be subject to pre-determined usage fees or ownership/copyright matters. The Contractor agrees not to use the OHCA's names, trademarks, service marks, logos, images, or any data resulting from the contract as a part of any commercial advertising or proposal without the express prior written consent of the OHCA in each instance.

**E.25 PARTIES**

**OKLAHOMA HEALTH CARE AUTHORITY**

**E.25.1** OHCA 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.

**E.25.2** OHCA has authority to enter into this Contract pursuant to 63 Okla. Stat.. §5006(A) and 74 Okla. Stat.. §85.1. OHCA's Chief Executive Officer has authority to execute this Contract on OHCA's behalf pursuant to 63 Okla. Stat.. §5008(B).

**CONTRACTOR**

**E.25.3** Contractor states that it has the experience and expertise to perform the services required under the Contract.

**E.25.4** Contractor has the authority to enter into the resulting Contract pursuant to its organizational documents, by laws, or property enacted resolution of its governing authority. The person executing the Contract for Contractor has authority to execute the Contract on Contractor's behalf pursuant to the Contractor's organizational documents, bylaws, or properly enacted resolution of Contractor's governing authority.

**E.26 PAYMENTS/REIMBURSEMENT**

**E.26.1** Pursuant to 74 Okla. Stat. §85.44(B), invoices will be paid in arrears after services have been provided. All payments shall be paid to the Contractor upon satisfactory performance of the duties in Section A of this RFP in accordance with the pricing submitted by the Bidder/Contractor on the Cost Proposal (Attachment A) submitted during the RFP process. The pricing submitted during the RFP process shall be inclusive of all costs necessary to provide the services required under this RFP. OHCA shall make no separate reimbursement for implementation costs to the Contractor.

**E.26.2 Per Member Per Month (PMPM) Payment for Inbound Calls Except Patient Advice Line (PAL)**

OHCA shall make a per member per month (PMPM) payment to the Contractor based on the number of unduplicated eligible members received by the Contractor from OHCA as of the first calendar day of each month. For example, if the Contractor has received 700,000 eligible members from OHCA on August 1<sup>st</sup>, the Contractor shall invoice OHCA for the month of August on or after August 31<sup>st</sup> for an amount equal to the appropriate PMPM payment multiplied by 700,000 members. (Payment for Level 2 CSRs providing Tier 2 Online Enrollment services shall be made under Section E.26.6.) This is payment in full for:

**E.26.2.1** All inbound calls, including those from members, providers, insurance agents, businesses, or any other appropriate inbound caller **except for calls made to the Patient Advice Line;**

**E.26.2.2** Callbacks made pursuant to Section A.4.7;

**E.26.2.3** Additional hours of operation for member calls: if this option is exercised by OHCA, OHCA shall make the additional PMPM quoted separately on the Cost Proposal (Attachment A).

**E.26.2.4** Mailing of requested materials (See E.26.7)

**E.26.3 PMPM Charge for PAL**

OHCA shall make a PMPM payment to the Contractor for successful operation of the Patient Advice Line.

**E.26.4 Per Minute Payment for Outbound Calling**

OHCA shall make an additional per minute payment to the Contractor for successful performance of services shown in Section A.2.9 for surveys and other outbound calls made on request of the OHCA based on the minutes of outbound calling as specified in Section A.6.2.2.

**E.26.5 Pay for Performance**

**E.26.5.1** For any month where Contractor performance measures are as shown below, the OHCA shall make payments as follows to the Contractor. These payments shall not apply to the PAL.

**E.26.5.2** For transferring a maximum of 15% to total calls to Tier 2 call centers; an additional 10% of the PMPM amount shown in the Cost Proposal (Attachment A).

**E.26.5.3** For transferring 16% to 25% of total calls to Tier 2 call centers; an additional 5% of the PMPM amount shown in the Cost Proposal (Attachment A).

**E.26.5.4** For transferring 35% or more of calls to Tier 2 call centers: a subtraction of 10% of the PMPM amount shown in Attachment A; for every 5% increase over 40% in calls transferred to Tier 2 call centers, a subtraction of 10% of the PMPM amount shown in Attachment A; this provision shall not apply during the first two months of operations under this Contract, or in any month where the total number of calls received by Contractor is 15% or higher than the total number of calls received during the previous month, or during any month when OHCA chooses to waive this provision because of unusual circumstances;

**E.26.5.5** For achieving at least a 95% answer rate: an additional 5% of the PMPM amount shown in Attachment A

**E.26.5.6** For achieving an answer rate that is lower than 90%: a subtraction of 5% of the PMPM amount shown in Attachment A and a subtraction of another 2% for every 2% that the answer rate falls below 88%; this provision shall not apply during the first two months of operations under this Contract, or in any month where the total number of calls received by Contractor is 15% or higher than the total number of calls received during the previous month, or during any month when OHCA chooses to waive this provision because of unusual circumstances

**E.26.6 Payment for Call Service Representatives**

For CSRs providing Tier 2 Online Enrollment services and/or if OHCA exercises its option in Section A.5.8 to require the Contractor to add any Level 1 or 2 Call Service Representatives, OHCA shall pay Contractor a per CSR rate as shown in Attachment A based on the appropriate rate for Level 1 and 2 CSRs and the location of the CSR, i.e. at OHCA or at Contractor's premises.

**E.26.7 Pass Through Costs**

OHCA shall reimburse the Contractor for postage required under Section A.2.1.9 and for translation services at the Contractor's actual cost, including translation services used by OHCA on transferred calls. OHCA must approve the Contractor's rates for translation services in advance. Related to postage, the Contractor shall exert all reasonable efforts to employ any commercially available techniques such as bulk mailing, consolidation of mailing and zip code presorting or the use of carriers other than the United States Postal Service to reduce any postage costs assumed by OHCA. For the purpose of this section, "postage" shall include amounts charged by commercial carriers

**E.26.8** The OHCA shall make all payments to the Contractor under this RFP against the not-to-exceed amount shown on the purchase order issued to the Contractor.

**E.26.9** Renewal amounts may increase or decrease from the award amount of the initial contract period (Date of Award – June 30, 2012). Final approval of renewal amounts will be at the sole discretion of the OHCA.

**E.26.10** 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.

**E.26.11** 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 an invoice within that time, Contractor shall have right to interest upon the invoice amount consistent with 62 Okla. Stat. §34.71 and 62 Okla. Stat. §34.72.

**E.26.12** 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.

**E.27 PUBLICATIONS/REPORTS FOR PUBLIC DISTRIBUTION**

Contractor shall include the following cost statement on all documents, reports, publications, and etc. developed for public distribution and provide copies to the OHCA for submission to the Oklahoma State Publications Clearing House:

This publication is printed by (name of printing firm) is issued by the Oklahoma Health Care Authority as authorized by Mike Fogarty, CEO. (Number of) copies have been prepared and distributed at a cost of \$\_\_\_\_\_. Copies have been deposited with the Publications Clearinghouse of the Oklahoma Department of Libraries.

**E.28 REJECTION OF BID**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected if the Bidder imposes terms or conditions that would modify requirements of the solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

**E.29 TERMINATION**

- E.29.1** 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.
- E.29.2** In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to the anticipated Contract expiration date, this Contract may be terminated immediately by OHCA.

**ATTACHMENT A  
COST PROPOSAL - SOONERCARE CALL CENTER**

Bidders shall submit a fixed per member per month cost (PMPM) to provide Intergrated Call Center Services

PROPOSED PRICE BY STATE FISCAL YEAR (SFY): JULY 1ST THROUGH JUNE 30TH

		SFY2012	SFY2013	SFY2014	SFY2015	SFY2016	SFY2017
<b>Per Member Per Month for calls except PAL</b>							
<b>Per Member Per Month for calls except PAL - extended hours</b>							
<b>Per Member Per Month - PAL</b>							
<b>Per Minute - OutBound Calls</b>							
<b>Monthly Cost For:</b>							
CSR 1 at OHCA							
CSR 2 at OHCA							
CSR 1 at Contractor's location							
CSR 2 at Contractor's location							
<b>Total Annual Price</b>							