



Oklahoma Health Care Authority

Calendar of Events

All dates are estimates and subject to change.

ACTIVITY	DATE
RFP available on OHCA website/email vendors	Thursday, December 17, 2015
RFP Questions Due by 3:00 p.m. CT	Thursday, January 7, 2016
RFP answers available on website	Wednesday, January 20, 2016
Proposals Due to OHCA by 3:00 p.m. CT	Wednesday, February 10, 2016
Interviews (optional)	Wednesday, March 16, 2016
Proposal Presentation (optional)	Wednesday, April 6, 2016
Award of Contract	Wednesday, April 13, 2016
Implementation / Operations Begin	Friday, April 15, 2016

Section I: General Information

A. Introduction

OHCA (Oklahoma Health Care Authority) is issuing this Request for Proposal (RFP) for the services of a vendor to perform External Quality Review services.

The External Quality Review Contractor shall:

1. Be able to meet all requirements in 1152 of the Social Security Act and Title 42 C.F.R. Part 475 et seq. and 42 CFR 438.354 to be considered for contract award; Bidder must demonstrate how they meet the requirements. This could include documentation such as QIO designation, QIO-like certification, External Quality Review etc.
2. Conform to the requirements in the CMS QIO manual to complete all services required in the resulting contract.

B. OHCA Overview

OHCA is the state agency that administers the Oklahoma Medicaid Program known as SoonerCare. Medicaid is a federal and state entitlement program that provides funding for medical benefits to low-income individuals who have inadequate or no health insurance coverage. Medicaid guarantees coverage for basic health and long-term care services based upon income and/or resources. Created as Title XIX of the Social Security Act of 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). CMS established and monitors certain requirements concerning funding, eligibility standards, scope and quality of medical services. States have the flexibility to determine some aspects of their own program, such as setting Provider (an individual or entity contracted with OHCA to provide healthcare services to enrolled Members) reimbursement rates and broadening of the eligibility requirements and benefits offered within certain federal parameters.

C. Contract Overview

OHCA manages SoonerCare as a Managed Care Organization, and does not currently contract with a MCO, PAHP, or PIHP. The contract goal is to determine the degree to which OHCA's administration increases the likelihood of desired health outcomes or its members through its structural and operational characteristics.

The awarded contractor shall perform the mandatory EQR-related activities, including:

- i) Retrospective review on a random sample of paid hospital inpatient and outpatient observation claims;
- ii) Quality Interventions and Education for OHCA Contracted Medical Providers; and,
- iii) Member Satisfaction Surveys.

As a result of Oklahoma HB 1566 (Title 63 Section 5028) that will go into effect November 1, 2015, OHCA may contract with a separate entity(s) to provide care coordination for aged, blind, and disabled persons. Care coordination models for members receiving institutional care shall be phased in two (2) years after the initial enrollment period of a care coordination program. OHCA has released an RFI to gather information as a result of this law, and in the process of selecting contractors to help OHCA write and evaluate RFPs related to the mandated care coordination program. The results of this project may require the EQR contractor to complete Quality Assessment and Performance Improvement reports once the MCO operations are in effect.

D. Budget

In consideration for the satisfactory performance of the services under this Contract, OHCA shall pay Contractor in accordance with the amounts shown on the Contractor's Price Proposal (See Form-6). The budget for this RFP is not to exceed \$100,000.00 for the period Date of Award through June 30, 2016 including any implementation payments proposed by the Contractor.

Implementation payments are only allowable if they are specifically associated with a deliverable required during implementation. Contractors should anticipate the budget for the subsequent fiscal years (July 1, 2016 to June 30, 2022) shall not exceed \$1,400,000.00. Final approval of renewal amounts will be at the sole discretion of the OHCA. Increases or decreases at the time of renewal shall not require a modification in accordance with this RFP's amendment clause.

Section II: Proposal Format and Requirements

A. Scope of Work

This solicitation relies on the Bidder's expertise and experience to determine how to perform the scope of work, and requires the Bidder to develop and write a detailed statement of work, requirements, and performance measures. Below are the listed requirements of this RFP:

2.0 RETROSPECTIVE REVIEW

Contractor shall conduct retrospective review on a random sample of paid hospital inpatient and outpatient observation claims.

1. Medical Records - Contractor shall request medical records for the selected samples, and will allow the hospital thirty (30) calendar days to submit the requested material. If, after thirty (30) calendar days has elapsed, the facility has failed to submit the requested medical record(s) and/or adequate record(s) to complete the review to Contractor, a technical denial will be issued by Contractor to the provider. Technical Denials are held by the Contractor for up to 12 months (one calendar year) or until submission of the medical record by the hospital, whichever occurs first. If the medical record is not received after 12 months (one calendar year) the Contractor will send a Technical Denial Upheld letter to the Hospital and forward the letter to the OHCA. Medical record costs are included in the Retrospective Review price.
2. Claims Selection
 - a. Between the 5th and 10th business day of each month, OHCA shall transmit an electronic file of all inpatient and outpatient (with revenue code 76X) hospital paid claims to Contractor. (The date Contractor receives this claims file is referred to hereafter as the "Receipt Date".) Within 15 days of the Receipt Date, Contractor shall utilize a statistically sound methodology to randomly select claims samples as follows. Contractor shall exclude Medicare claims from all samples:
 - b. 810 hospital admissions from all medical admissions, excluding hospital stays that are less than three days in duration for a healthy mother and/or a healthy newborn (normal newborn or mother stay);
 - c. 90 hospital admissions from adult psychiatric level of care admissions. With OHCA approval, Contractor may adjust the ratio of medical level of care to psychiatric level of cases to account for changes in inpatient hospital types;
 - d. 500 cases selected from all observation cases;
 - e. 200 additional hospital admission cases for a focused review of quality of care trending; these cases shall have a discharge date and discharge code within ninety (90) days of the last day of the month represented on the paid claims tape, including representative subsets of the following:
 - i. NICU stay;
 - ii. Delivery or newborn (excluding NICU) stay equal to or greater than three (3) days;
 - iii. Hospital stay less than or equal to one (1) day excluding those discharges involving a normal delivery or normal newborn stay;
 - iv. Facility transfers from one acute care hospital to another acute care hospital;
 - v. Re-admission within 15 days of prior acute care admission for a related condition; and

- vi. DRG cost-outliers;
- f. Up to 200 cases will be provided to the Contractor by the OHCA Payment and Accuracy Department for the annual PAM (Payment Accuracy Measurement) project. These will be provided in two samples; CHIP and TXIX. The PAM program measures improper payments in Medicaid and CHIP and produces error rates for each program as follows:
 - i. Technical denial does not apply to PAM cases.
 - ii. The contractor has fifteen (15) calendar days from the date they receive the sample from OHCA to send out the medical record requests.
 - iii. The medical record request letters are to be mailed certified.
 - iv. If medical records are not received within fifteen (15) calendar days of the medical record request date, on the 16th day the contractor will start calling the provider for medical records. On the 20th day, the Contractor shall notify OHCA. OHCA will intervene with the provider to obtain the medical records.
 - v. The Contractor shall make a final decision after the reviews below in Provider Denial and Reconsideration within thirty (30) days of receiving the documentation and shall issue a written determination to the provider with a copy to OHCA.
 - vi. When the Contractor makes a finding according to Section 2.0.3 Inpatient Claims Analysis or Section 2.0.4 Outpatient Observation Claims Analysis below, Contractor shall notify the provider in writing within five (5) days from the date of the finding and offer the provider an opportunity to submit additional documentation by a specified date according to OHCA rules. The provider will have twenty (20) calendar days to submit additional documentation for reconsideration.
 - vii. If additional documentation is received for reconsideration the contractor will have thirty (30) calendar days to review the documentation and send a letter according to the findings. If the reconsideration is denied the provider will then have twenty (20) calendar days to file an appeal with OHCA. If an appeal is not received within the timeline the claim can then be considered an error and an adjustment can be made.
- g. DRG validation will be completed on up to 300 records monthly. The OHCA and Contractor will meet on a quarterly basis to decide on which DRG's selected for focused review. DRG validation is included in the Retrospective Review price.
- h. Contractor and OHCA shall collaborate to establish any other samples, criteria, or guidelines for the claims selection process.
- i. Reports:
 - i. Each month, Contractor shall provide OHCA with a list of the records excluded from the claims sample due to an inability to match the sample record with the hospital medical record. (Using the established procedure of a match to three (3) of four (4) criteria: member ID, member social security number, member name, and member date of birth. In the case of newborn members, three of four criteria may not be obtainable. The Contractor may use a combination of newborn and mother's information for confirmation.) This list will include the month the record was sampled, the date of exclusion determination, and all elements that do not match.
 - ii. Mid-Month Report - Contractor shall provide a Mid-Month Report, on the two weeks immediately preceding, due the 15th of each month which documents the status of initial and second level reviews.
 - iii. Monthly Report - Contractor shall provide a monthly report, due the 15th of each month, which will include the cases identified for recoupment and final determinations of quality cases. The Monthly Report shall separate the adult

- iv. psychiatric population.
- iv. Quarterly Report - Contractor shall provide a quarterly report no later than October 30, January 31, April 30 and July 31. This report will include an analysis of any trends discovered in the review of all cases. The quarterly report shall separate the psychiatric reports and include an analysis of any trends in the review of that sub-population. The psychiatric reports shall be sent to OHCA Behavioral Health.
- v. Contractor shall submit the PAM final reports to OHCA by October 31st each year. The drop dead date may change in the future if the quarter in which data is extracted changes, OHCA will notify Contractor of changes.

3. Inpatient Claims Analysis

- a. Within 60 days of Receipt Date, Contractor shall perform a first level review on these records using its best professional judgment based on InterQual, Milliman, and/or community guidelines.
- b. For claims utilizing a per diem reimbursement methodology, Contractor shall identify:
 - i. Medically unnecessary admissions;
 - ii. Medically unnecessary length of stay;
 - iii. Inappropriate procedures performed;
 - iv. Inappropriate billing of the level of care; and
 - v. Other quality of care issues.
- c. For claims utilizing a DRG methodology, Contractor shall base validation and records review on accepted coding practice and consistent with guidelines established for ICD-10-CM coding, the Uniform Hospital Discharge Data Set data element definitions, and coding clarification issued by CMS. Contractor shall identify:
 - i. Medically unnecessary or inappropriate admissions and readmissions;
 - ii. Medically unnecessary transfers;
 - iii. Inappropriate procedures performed;
 - iv. Inappropriate billing DRGs;
 - v. DRG cost outliers to determination appropriate coding and grouper assignment; and,
 - vi. Other quality of care issues.
- d. For claims utilizing a DRG methodology, Contractor shall validate that the hospital's coding is in accordance with the current edition of the ICD-10-CM Coding Manual, Volumes 1 through 3 and the official version of the National Center for Health Statistics and CMS addenda, which update the ICD-10-CM Manual annually. This validation shall verify that:
 - i. the hospital reported the principal diagnosis and all relevant diagnoses that affected DRG assignment;
 - ii. the Contractor's review indicates that the listed principal diagnosis is the actual diagnosis that resulted in the member's admission to the hospital;
 - iii. the listed principal diagnosis matches the principal diagnosis entered by the physician in the member's medical record per 42 CFR 412.46;
 - iv. the listed principal diagnosis is coded to the highest level of specificity; and
 - v. the hospital accurately reported all procedures affecting the DRG assignment;
- e. Contractor shall conduct the annual medical necessity review component of the Payment Accuracy Measurement (PAM) project as outlined by CMS. The PAM reviews shall be performed on some of the sample listed in Section 2.0.2 above in addition to the review described above as a. through b.

4. Outpatient Observation Claims Analysis

Within forty-five days of Receipt Date, Contractor shall review each admission using its best professional judgment based on CMS guidelines for qualifying observation services with the exception of diagnosis-related qualifiers. This first level review shall ensure that:

- a. Observation care was billed hourly, for a minimum of eight hours, with no separate payment up to a maximum of 48 hours;
- b. Observation time began at the clock time appearing on the nurse's observation admission note and ended at the clock time documented in the physician's discharge orders, or in the absence of such documented time, the clock time when the nurse or other appropriate person signed off on the physician's discharge order;
- c. The member was under the care of a physician during the period of observation, as documented in the medical record by admission, discharge, and other appropriate progress notes, timed, written, and signed by the physician;
- d. The medical record included documentation that the physician used risk stratification criteria to determine that the member would benefit from observation care; and
- e. The hospital furnished certain other diagnostic services along with observation services to ensure that separate payment is made only for those members truly requiring observation care.
- f. The review shall also identify:
 - i. medically unnecessary placement in observation;
 - ii. medically unnecessary length of stay;
 - iii. inappropriate billing of the level of care submitted on the claim; and,
 - iv. quality of care issues.

5. Provider Denial and Reconsideration

- a. When the Contractor makes a finding according to Sections 2.02, 2.0.3 or 2.0.4 above, Contractor shall notify the provider in writing within ten (10) days from the date of the finding and offer the provider an opportunity to submit additional documentation by a specified date according to OHCA rules. The Contractor shall make a final decision after the reviews below in D.2 within forty-five (45) days of receiving the documentation and shall issue a written determination to the provider with a copy to OHCA.
- b. The Contractor shall provide up to three consecutive levels of review:
 - i. First Level Review: Review by a registered nurse to assess the quality of care received and medical necessity using a generic quality screen, including the issues identified and the physical or electronic signature of the reviewing nurse. Should the nurse have an initial finding, the record will be submitted for first level physician review (Second Level Review) as stated in chapter 7 of the CMS QIO Manual retrospective review guidelines;
 - ii. Second Level Review: Review by physician consultants of the same peer group as the physician being reviewed within sixty (60) days of Date; and
 - iii. Third Level Review: On request of the provider due to reconsideration, review by physician consultant of like specialty of care. Records that do not receive request for reconsideration are processed at the Third Level Review by a separate physician for confirmation of medical necessity / quality concern if the original quality level is considered to be a Serious Risk or Gross and Flagrant Violation. If third level review is required, Contractor shall charge the third level review price.
- c. If Contractor finds a confirmed quality issue, Contractor shall complete a provider profile for tracking and trending as described in Section 2.1.

2.1 QUALITY INTERVENTIONS AND EDUCATION

Quality intervention and education is a peer review function to identify medical providers who have provided substandard care in SoonerCare Programs, educate these providers, and closely monitor their care delivery. The Contractor shall take a rigorous approach to Section 2.1 as directed by OHCA.

1. Contractor shall use its best professional judgment to identify medical providers who have:
 - a. provided substandard care;
 - b. committed Gross and Flagrant Violations with Serious Risk; and/or,
 - c. presented with confirmed quality of care deficiencies.
2. Medical Record Review - Contractor shall accept referrals of medical, dental, and behavioral health providers from OHCA, and complete a review of these providers. The Contractor will be provided a random sample of cases from the OHCA. From these cases, the Contractor shall choose ten (10) patient charts/medical records for review. Each provider is considered to be one (1) case and each case is made up of ten (10) medical records for the initial review and ten (10) medical records for the follow up after CAP establishment if indicated. In addition, a single case may be referred as needed. This will count as a standard case as outlined above. Contractor shall complete this review within the following number of days from the time that the referral is received, provided that the referral includes necessary medical records:
 - a. For referrals that include necessary medical records:
 - i. OHCA-designated expedited reviews: 15 days
 - ii. Standard reviews: 30 days
 - b. For referrals where Contractor must obtain the medical records:
 - i. OHCA-designated expedited reviews: 45 days
 - ii. Standard reviews: 60 days
 - c. These deadlines may be extended by OHCA if Contractor informs OHCA that it is unable to obtain a matched specialty physician for review of the records.
3. Medical Education/ Intervention Team (MEIT)
 - a. The Contractor shall participate in General MEIT bi-weekly meetings to discuss providers who may be potential candidates for a focused MEIT as well as discussion of other contractual issues. The meeting will include Contractor and OHCA representatives. The Contractor's Medical Director shall attend each General MEIT meeting in-person.
 - b. The Contractor shall establish and manage a Focused Medical Education/Intervention Team for each intervention with a provider that includes:
 - i. the Contractor's Medical Director or designated medical staff;
 - ii. at least one physician consultant that practices in an area of the same specialty as the provider being reviewed;
 - iii. at least one physician consultant that practices in the same area geographically as the provider being reviewed (this may be the same physician as above at Contractor's option);
 - iv. appropriate Contractor staff representatives; and
 - v. an OHCA-designated physician representative.
 - c. Other OHCA staff may serve as resources to the General and Focused MEIT groups. Contractor shall make its best effort to ensure that team members are objective regarding the provider being reviewed and are not in economic competition with him/her, nor have any financial interest in the provider's practice or related institution being reviewed.
 - d. Focused MEIT Action on Confirmed Quality Issues - When Contractor identifies a medical provider with three (3) or more confirmed quality issues within a six (6) month period, or a single Gross and Flagrant or Serious Risk Violation, through Contractor reviews or OHCA referrals, Contractor shall present the provider's case to the next

- regularly scheduled meeting of the General MEIT to:
- e. Recommend appropriate action for Gross and Flagrant Violations and Serious Risk;
 - f. Determine whether or not further action is necessary for other issues within thirty (30) days following the identification of the third quality issue.
 - g. If General MEIT decides a meeting with the provider is necessary, Contractor shall send a written invitation to the provider requesting a meeting with MEIT and make its best effort to telephone the provider in advance to ensure the provider's participation in the meeting, and to explain the process and discuss the provider's desire for a meeting.
 - h. Focused MEIT shall discuss the cases(s) with the provider and provide education to the provider regarding the appropriate clinical action for each case. The Focused MEIT may make one of three (3) recommendations:
 - i. No action necessary – dismissal of case;
 - ii. Placement on a Corrective Action Plan (CAP); or,
 - iii. Termination from the SoonerCare program.
 - i. All recommendations of the Focused MEIT shall be sent in writing to the OHCA within ten (10) business days of the Focused MEIT meeting.
 - j. If the Focused MEIT recommends a corrective action plan (hereafter "CAP") and/or continuing education for the provider, the Contractor shall prepare an implementation timetable for the CAP and monitor the provider's compliance with the CAP.
 - k. If Contractor and Focused MEIT decide a meeting is NOT necessary, Contractor shall work with MEIT to determine and implement other actions, including developing a provider educational letter.
 - l. Contractor shall provide all intervention determined necessary by the Medical Clinical Coordinator or the MEIT.
4. In conjunction with QA and OHCA Legal, Contractor shall follow Medicare protocol for the sanction of SoonerCare providers, should conditions outlined in Section 2.1.3.h warrant such action.
 5. Contractor shall bill at the corresponding rate for the three levels of Quality Interventions and Education:
 - a. Case with CAP and monitoring;
 - b. Case without CAP and monitoring; or,
 - c. Case which is terminated prior to MEIT.
 6. Reports
 - a. Monthly Report - Contractor shall provide a list of providers identified including the following for each provider:
 - i. The SoonerCare programs for which the provider is contracted;
 - ii. A summary of the quality issues;
 - iii. The status of cases referred to Contractor by OHCA;
 - iv. Findings or outcomes of the provider's MEIT meeting or a notation that the provider has refused to participate in the MEIT process;
 - v. Status of any CAP; and
 - vi. Any other relevant information.
 - b. Corrective Action Plan Reporting - When a provider completes a CAP, Contractor shall mail reports to the attention of the OHCA Chief Medical Officer within two (2) business days of completion. The report shall show the date of completion, action taken, and the final determination of the Education/Intervention Team.
 - c. Gross and Flagrant and Serious Risk Violation reporting
 - i. When Contractor identifies a Gross and Flagrant or Serious Risk Violation, Contractor shall provide written notification (email acceptable) to the OHCA Chief Medical Officer as soon as possible, including the specifics of the incident identified, provider information, and the date, time, and location of the scheduled

MEIT meeting.

- ii. For these Violations, written notification (email acceptable) shall be provided to the OHCA Chief Medical Officer documenting the outcome of the MEIT meeting, any initial action taken, with continued notification of each follow-up action. The Contractor shall stop this regular notification only when the MEIT has determined that the provider met all corrective requirements outlined in the CAP or has made a final determination on the Violation(s).

2.2 Member Satisfaction Surveys

1. Contractor shall conduct SoonerCare member satisfaction surveys to assist OHCA in improving the delivery of managed care. Due to CMS guideline changes, the Contractor, or their subcontractor, is required to be NCQA certified to complete the Member Satisfaction Surveys. Contractor shall:
 - a. Submit a design analysis document (DAD) that specifies the details of the survey administration for each of the Member Satisfaction Surveys. All survey materials must be approved by OHCA;
 - b. Conduct surveys according to the current Consumer Assessment of Health Plan Surveys (hereafter "CAHPS") methodology for sampling and administration, using the Agency for Health Research and Quality (AHRQ) guidelines ;
 - c. Determine survey samples according to the CAHPS methodology. The adult CAHPS survey will be completed every other year. The child CAHPS survey to CHIP members will be completed annually. OHCA may request a child survey to SoonerCare members as needed. OHCA shall supply Contractor with necessary data to complete the sample selection based on Contractor's specifications;
 - d. For six (6) months after completion of the project, Contractor shall notify OHCA prior to formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony;
 - e. Produce written survey instruments and mail it first-class to all members in the survey sample and mail a second survey instrument if the first is not returned within a reasonable time period. Reminder postcards are to be sent in-between mailings of the survey instruments. Contractor shall make at least three (3) phone attempts, at three (3) different times, to reach households not responding to mailings. If contact is made, CAHPS survey methodology for conducting phone outreach will be followed. Contractor shall maintain a tracking database to identify the contact time, method, and result used to reach out to members in the sample. Alternative language services must be available for non-English speaking members. Contractor shall provide a toll-free telephone number for selected survey participants to call in and have the survey conducted over the phone.
 - f. Develop report content and format subject to OHCA approval and include data from all survey types;
 - g. Submit CAHPS data obtained through the surveys to the National CAHPS Benchmarking Database in accordance with NCBD guidelines and timeframes;
 - h. Other surveys may be performed by mutual agreement of Contractor and OHCA. Completed surveys, defined as surveys that have been through each step of the process in an attempt to obtain the survey from the member, will be required to meet the following timetable:
 - i. Contractor receives data from OHCA – within 45 days of sending data request with survey specifications;
 - ii. Draft report due to OHCA – April 1;
 - iii. Comments from OHCA to Contractor – May 1; and
 - iv. Final Report due to OHCA – May 15;

- i. These deadlines are based upon past data submission dates to the NCBDB, typically in late June. If the timeframe for data submission is altered, OHCA reserves the right to adjust these deadlines accordingly;
- j. Should the Federal rule on survey administration or frequency change, OHCA and Contractor agree to adjust accordingly; and,
- k. Each survey shall have a minimum of 411 completed responses to be accepted for payment.

2.3 Quality Assessment and Performance Improvement

In the event that OHCA contracts with a Managed Care Organization, Quality Assessment and Performance Improvement (QAPI) report(s) shall be completed. If a QAPI report is required, the following shall be provided:

1. A detailed analysis document (DAD) outlining the scope of work to complete each study (an example DAD is provided in the RFP Library);
2. A database containing all relevant data collected to be shared with OHCA;
3. A desktop procedure outlining how the data was collected, organized in the database, and analyzed to be shared with OHCA;
4. A draft narrative report to be submitted for OHCA review; and
5. A final narrative report to be submitted to OHCA

2.4 Additional Responsibilities

1. Additional Reports - Additional reports may be requested by OHCA as necessary, such as provider profiling. OHCA shall submit a task order to Contractor to propose a statement of work and a fixed number of hours required to complete the order. This statement of work and the numbers of hours shall be approved by OHCA before work begins.
2. Electronic Health Records - Contractor shall perform medical record review with both traditional paper documentation and electronic health records.
3. Training - OHCA will provide training to Contractor's supervisory staff in conjunction with the Project Director (see Section 2.4.1). The Contractor is responsible for developing a staff training program, and providing ongoing training to staff members. OHCA shall provide additional training throughout the term of this contract as needed. Contractor shall contact the OHCA Program Monitor (the OHCA designated staff member responsible for managing the contract) to schedule such requests for additional training.

2.5 Location and Staffing

1. Contractor shall designate a Project Director (PD), subject to OHCA approval, who shall have day-to-day responsibility for supervising the performance and obligations under this RFP. The selected PD will work closely with and will receive policy direction from the OHCA Program Monitor.
2. Contractor must establish a local office for operations within 10 miles of the Oklahoma State Capital Building. The Project Director must be located in the local office.
3. Contractor shall use individuals trained and experienced in ICD-10-CM Hospital coding to perform all retrospective reviews.
4. Contractor shall use a Registered Nurse to perform all generic quality screens.
5. Contractor shall use a statistician, to be located in the Telligen Oklahoma City office, who shall have day-to-day responsibility for supervising the quality analytics performance and obligations

under this contract. The statistician shall use the OHCA’s Business Objects analytic tool to support all projects in the Contract. The statistician must have previous experience in a variety of peer review and utilization review activities, preferably for a Medicaid program. In addition, the statistician must demonstrate an overall understanding of the technical requirements, professional clinical determinations, customer service, and quality analytics requirements requested. In the event the proposed statistician does not meet the requirements of OHCA, Contractor shall collaborate with the OHCA staff to provide a candidate that is acceptable to both parties. Contractor shall not change its statistician without prior written approval from OHCA, and such approval shall not be unreasonably delayed or withheld.

A. Bid Submittal

1. Strict Due Date and Time: Bids received by the OHCA after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.
2. Opening: Emailed bids shall be opened by the Oklahoma Health Care Authority located at 4345 N. Lincoln Blvd, Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.
3. Rejection: OHCA reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of the solicitation or limit the Bidder’s liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32

B. General:

This solicitation relies on the Bidder’s expertise and experience to determine how to achieve OHCA’s objectives and define and deliver the required project or program, and requires the successful Bidder to develop and write a detailed statement of work, requirements and performance measures.

C. Language:

Proposal Responses shall be in clear, concise language. This is defined as easy-to-understand, non-technical information related to quality, cost, time, and other verifiable performance indicators of Bidders’ personnel, processes, and past performance.

D. Bid Submission Instructions and Requirements:

1. A complete proposal containing all required forms and signatures should be scanned and must be submitted by email to the Contract Coordinator in one file as an attachment in Adobe PDF. The subject line of the email shall include the solicitation number for this RFP, 8070000885. If the Bidder is requesting information be considered proprietary or confidential (see Section J).
2. The Bidder must use the forms provided in the RFP Library and may not modify these forms in any way except to complete the required information and duplicate the individual item templates, subject to page limitations. Failure to follow these instructions may results in a bid being judged non-responsive. The Bidder shall submit the following required items in the proposal:

Document	Form #	Page Limit
Proposal Cover Page with any Certification Exceptions	OHCA Forms Package – Form 1	1
Checklist & Corporate Stability/Resources	OHCA Forms Package – Form 2	1
Bidder’s Response to Questions	OHCA Forms Package – Form 3	10
Bidder’s Proposed Scope of Work, OHCA Responsibilities,	OHCA Form Package – Form 4	10

and Reporting Requirements		
Potential Optional Services	OHCA Form Package – Form 5	1
Bidder’s Price Proposal	OHCA Forms Package – Form 6	2
Certification for Competitive Bid and/or Contract	OMES-Form-CP-004SA	N/A
Professional Services Contract Certification	OMES-Form-CP-021SA	N/A
Signed amendment acknowledgements(s) if any RFP amendments have been posted and if the Bidder has not previously submitted these to the Contract Coordinator	N/A	N/A
Total Page Limit		*25

***This page limit excludes the existing language provided by the OHCA in the Terms and Conditions Document.**

3. Any pages submitted in excess of the limits above will not be read, evaluated, or considered in scoring the RFP.
4. The type size shall not be smaller than 12 point. The top, bottom, left and right margins shall be at least one inch, excluding headers and footers. All pages must be numbered.
5. The Bidder shall not submit any items other than those listed above. If the Bidder submits marketing material, illustrations, extra pages or narrative, etc., the Bid may be considered non-responsive. In no case will the additional information be considered in the evaluation.
6. If the Bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to OHCA in accordance with all submittal instructions with the addition of the following statement “This bid supersedes the bid previously submitted.” No changes are accepted after the closing date and time.
7. The Proposal Response shall not include the proposed cost that Bidder has identified on the Contractor’s Cost Proposal.
8. OHCA shall combine the selected Bidder’s Proposal Response with the OHCA Terms and Conditions Document (in the Bidder’s Library) as Section B – Contractor’s Provisions. This document will make up the “*Contract Between the OHCA and the Contractor.*” The document will be returned to the selected Bidder for execution by the person with the authority to bind the selected Bidder to a contractual relationship.

E. Contract Development:

The pages in the RFP Forms Package will be added by the OHCA to the OHCA Terms and Conditions found in the Bidder’s Library. The entire Bidder’s Response will not exceed the 25 page limit. Any items submitted which are not listed, or exceed the page limit described, within the Bid Instructions and Requirements, pages will not be reviewed or scored. Sample documents, if requested, shall not be scored.

F. Bidder Questions

All questions and requests for clarification or changes or regarding the meaning or interpretation of any RFP provision should be submitted to the email address specified on the RFP Cover Page using the template provided in the RFP Library. Questions will not be accepted by mail, fax or telephone. Bidders must submit questions no later than the date and time shown on the cover sheet. Answers to the questions shall be posted as amendments to the RFP on the OHCA web site (<http://www.okhca.org/procurement>). Access the amendment documents within the the Open RFPs/ITBs link; select the RFP actively bidding upon.

G. RFP Amendments

1. OHCA shall post amendments to this solicitation on its website. As a courtesy, OHCA may send emails to its vendor list about amendments, but it is the Bidder's responsibility to check frequently for any possible amendments that may be issued. OHCA is not responsible for a Bidder's failure to acquire any amendment documents required to complete a solicitation.
2. The Bidder shall acknowledge receipt of any and all amendment(s) to this solicitation by signing and returning the amendment(s) with its proposal. Failure to acknowledge solicitation amendment(s) may be grounds for rejection.
3. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by OHCA.

H. Public Disclosure

1. Documents and information a Bidder submits as part of or in connection with a solicitation is public record and subject to disclosure, unless otherwise specified in applicable law (74 O.S. §85.10 and OAC 260:115-3-9). Bidders claiming any portion of their Proposal Response as proprietary or confidential must specifically identify which documents or portions of documents they consider proprietary or confidential and submit an additional copy of their Proposal Response with this information highlighted. OHCA shall make the final decision as to whether the documentation or information is proprietary or confidential.
2. If OHCA determines the information is not confidential or proprietary, the Bidder has the option of withdrawing their Proposal Response.

Section III: Evaluation and Award

A. Evaluation

OHCA will evaluate proposals against the evaluation criteria based on the items and weights shown below and in accordance with the "best value" determination as defined in 74 O.S. § 85.2.

B. Proposal Response

The Proposal Response is scored by an Evaluation Committee as follows:

1. Items scored with a Pass/Fail may be reviewed by the Evaluation Committee.
2. The Evaluation Committee scores the Bidder's Submitted Proposal Package (Forms 1 – 5) in accordance with the Evaluation Plan.

C. Interviews

1. OHCA **may** ask some or all Bidders to participate in interviews. If only some Bidders are invited, OHCA will invite Bidders with the highest evaluation scores. Interviews will focus on the Bidder's plans for the project and understanding of the organization and individuals.
2. OHCA may interview key personnel for this solicitation. Individuals being interviewed are required to provide a one-page resume highlighting their experience and accomplishments. Resumes shall be submitted to the Contract Coordinator when a Bidder is invited to participate in an interview. If OHCA decides to utilize the interview process, it will work with the selected Bidders as much as possible in arranging times and flights for those interviews.
3. OHCA will interview individuals separately or may interview as a group. No other individuals may participate or attend the interview unless invited by OHCA. Interviews generally last 10-30 minutes.
4. OHCA may request additional information from Bidders prior or subsequent to interviews.

D. Proposal Presentation Process

1. OHCA **may** invite selected Bidder(s) to conduct a Proposal Presentation onsite at OHCA. Being invited to present the Proposal does not constitute contract award. Either OHCA or the selected Bidder(s) may discontinue the contracting process at any time. All proceedings remain confidential during the contracting process and no information will be provided to other Bidders until Contract Award. If OHCA decides to utilize the interview process, it will

- work with the selected Bidders as much as possible in arranging times and flights for those presentations.
2. Proposal Presentations provide an opportunity for the Bidder(s) to present its plan in greater detail and refine their Submitted Response (See Forms 1 – 5). It is not a negotiation period and the Bidder(s) cannot modify its cost proposal unless OHCA and the Bidder agree to scope or requirement changes. The presentation shall not materially change the scope of the RFP or the information contained in the proposal response. OHCA and the Bidder may also discuss and approve proposed Modifications during the Oral Presentation.
 3. OHCA may ask the Bidder to provide supporting documentation for any information in the proposal before the meeting or at any time until Contract Award. Coordination prior to award may also include other meetings and teleconferences as needed.
 4. At least a week prior to the Proposal meeting, the Bidder shall email electronic copies of their presentation that will be used;
 5. This presentation shall include;
 - a. Key articles of the Bidder’s approach;
 - b. All project and implementation planning;
 - c. A detailed statement showing how Bidder will meet all requirements and complete required tasks shown in the Scope of Work;
 - d. Any concerns and issues related to Scope of Work or Proposed Modifications;
 - e. Any additional OHCA responsibilities proposed by the Bidder; and,
 - f. How the Bidder will maximize achievement of the RFP objectives.
 6. All key participants and stakeholders should be present at the meeting, and have the opportunity for input, to secure the success of the Contract.

E. Award

1. OHCA will notify the Bidder chosen for Contract Award and will send the Bidder the “*Contract Between the OHCA and the Contractor*”. No work under the Contract should begin before receipt of the Purchase Order (PO). The PO shall be issued by the OHCA upon execution by both parties of the “*Contract Between the OHCA and the Contractor.*”
2. The selected Bidder is encouraged to begin the process of registration with the Oklahoma Office of Management and Enterprise Services (OMES) – Central Purchasing Division (CPD) at the start of the Post Interview Contracting Process as it may take several weeks to complete. Registration is required prior to contract award. Once registered, vendors are automatically notified of bidding opportunities in the categories for which they register. Registration may be completed online by using the following link:
http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html
3. The selected Bidder is also encouraged to begin registration with the Secretary of State at the start of the Coordination Phase. In accordance with 74 Okla. Stat. §85.5 N., the Contractor must register with the Secretary of State prior to contract award or must provide a signed statement that provides specific details supporting the exemption the Contractor is claiming. { www.sos.state.ok.us or (405) 521-3911 }.
4. Prior to contract award, the selected Bidder is required to provide a certificate of insurance showing proof of compliance with the Worker’s Compensation Act or a signed statement providing specific details supporting an exemption from the Compensation Act; (Note: Pursuant to Oklahoma Attorney General Opinion #07-8, the exemption from 85 Okla. Stat. §2.6 only applies to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships, and limited liability companies).
5. OHCA may award the Contract to more than one Bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the OHCA to be in the best interest of the State of Oklahoma.

6. Prior to award OHCA may or may not in accordance with O.A.C. 260:115-34 enter into negotiation with the potential awarded Bidder.

Section IV: Terms and Conditions

1. **General:**

OHCA's standard terms and conditions for professional services contracts are included in the RFP Library in the Terms and Conditions Document. OHCA strongly recommends that Bidders read and review these Terms and Conditions prior to submission of their Proposal Response. Bidders are notified that the Oklahoma State Purchasing Director, based on provisions in the Oklahoma Constitution, has directed state agencies to refuse most terms limiting a vendor's liability. If the Bidder refuses to accept the standard terms and conditions included in the Terms and Conditions Document, OHCA may decline to award a contract to that Bidder at its sole option.
2. **Debriefing:**

Bidders may request copies of proposals and evaluation and award materials after the Contract has been awarded. Due to limited staff time, OHCA is unable to provide formal debriefings for any Bidder.
3. **Protest:**

This Contract shall be awarded pursuant to 74 O.S. §85.5 T which allows Oklahoma state agencies to award contracts without involvement from the Office of Management & Enterprise Services under certain conditions. Protests of awards under this provision are handled by OHCA in accordance with administrative rules found at OAC 317:2.