



OKLAHOMA

Health Care Authority

Request for Proposals

Section A: Scope of Work

External Quality Review Organization (EQRO) and Quality Improvement Organization (QIO) Contractor

RFP Number: 8070001252
OHCA Contracting Officer: Gina Kwiatkowski
OHCA Procurement Email: procurement@okhca.org

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Section A: Scope of Work
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SECTION A. SCOPE OF WORK

A.1 Calendar of Events

All dates are estimates and subject to change.

ACTIVITY	DATE
RFP available on OHCA website/email Bidders	Tuesday, December 1, 2020
RFP Questions Due by 3:00 p.m. Central	Friday, December 11, 2020
RFP answers available on website by 3:00 P.M. Central	Tuesday, December 22, 2020
Proposals Due to OHCA by 3:00 p.m. Central	Tuesday, January 12, 2021
Oral Presentations/Interviews (optional) At OHCA, by phone or video conferencing	Monday, January 25, 2021
Award of Contract	Friday, January 29, 2021 (Estimated)
Operations Begin	Thursday, April 1, 2021

A.2 General Information

1. Introduction

- a. The Oklahoma Health Care Authority (OHCA) is issuing this Request for Proposal (RFP) for the following services: External Quality Review Organization (EQRO) and Quality Improvement Organization (QIO) Contractor. As described in greater detail in Section A.3, the OHCA currently contracts with service providers on a non-risk basis but is in the process of contracting with Managed Care Entities (MCEs) for a portion of the Medicaid program. Going forward, the OHCA will require EQRO services for the MCE program and will continue to require QIO services.
- b. The Oklahoma Health Care Authority (OHCA) is issuing this Request for Proposal (RFP) for the following services: External Quality Review Organization (EQRO) and Quality Improvement Organization (QIO) Contractor.
- c. Bidders may submit a proposal to provide the services described in the RFP.

2. Contract Overview

- a. The OHCA intends to award a single Contract but reserves the option of awarding multiple contracts if deemed in the best interest of the State.
- b. Though multiple awards are possible, the OHCA seeks to minimize the number of awards to reduce the number of implementations, ensure the work can be effectively divided among contractors, ensure the funding is available to support ongoing contractor operations, and there is enough work for each contractor to perform.

3. Project Goals

The OHCA's seeks to retain the services of a Contractor to comply with all state and federal requirements and support the OHCA's goals of promoting high quality care and the appropriate utilization of healthcare services.

4. Mandatory Provisions

- a. The Bidder or its subcontractor(s) shall:
 - i. Meet all federal requirements to serve as an EQRO as specified by 42 CFR 438.354;
 - ii. Have experience providing EQR services on behalf of at least one state;
 - iii. Be certified as a QIO or QIO-like entity (or be in the process of receiving QIO or QIO-like certification);
 - iv. Have experience providing medical and utilization review services on behalf of at least one state;
 - v. Have a minimum of three (3) years of experience providing the EQR and utilization review services; and
 - vi. Meet additional Contractor requirements as specified in Section A.5 Contractor Requirements.
- b. The proposed solution shall:
 - i. Be expandable, as needed, to meet program goals and objectives;
 - ii. Be flexible to comply with, and advance, State and Federal policy changes; and
 - iii. Be collaborative with OHCA staff and other OHCA vendors to advance program goals and objectives.

5. Budget

- a. The budget shall be based on the competitive procurement process.
- b. Value-Based Purchasing
 - i. A portion of Contractor's payment shall be subject to value-based purchasing terms, as defined in the payment and pricing sections of the Contract;
 - ii. Contractor shall earn value-based payments by meeting OHCA-approved performance targets;
 - iii. Contractor shall monitor and report its status with respect to performance targets using OHCA-approved methodologies;
 - iv. Value-based payments that are not earned shall be retained by the OHCA; and
 - v. The OHCA shall have sole authority for determining whether Contractor has met performance targets.

6. Contract Term

The initial contract period shall commence upon contract execution and end on June 30, 2021. The OHCA shall have the option to renew the contract for up to six (6) additional one-year periods.

7. Definitions/Acronyms Specific to this RFP

- a. **Business Days** - Defined as Monday through Friday and is exclusive of weekends and State of Oklahoma holidays.
- b. **Calendar Days** - Defined as all seven days of the week, including State of Oklahoma holidays.
- c. **CCS** – Certified Coding Specialist
- d. **CHIP** – Children's Health Insurance Program
- e. **CMS** - Centers for Medicare and Medicaid Services
- f. **Consumer Assessment of Healthcare Providers and Systems (CAHPS)** – A program and related survey tools developed by the Agency for Healthcare Research and Quality (AHRQ) to evaluate patient experience with the health care system.
- g. **Contract** - As a result of receiving an award from the OHCA and successfully meeting all Contractor review requirements, the agreement between the Contractor and the OHCA, under which the Contractor will provide EQRO/QIO services to SoonerCare members and be paid by the OHCA, and which shall consist of the Contract itself and any Contract addenda, appendices, attachments and/or amendments.
- h. **Contractor** – An organization with which the OHCA has entered into a binding agreement for the purpose of providing services as specified in the RFP.
- i. **CPC** – Certified Professional Coder
- j. **Days** - Calendar days unless otherwise specified.
- k. **DBM** – Dental Benefits Manager
- l. **External Quality Review (EQR)** - The analysis and evaluation by an External Quality Review Organization (EQRO) of aggregated information on quality, timeliness, and access to the health care services that a managed care plan, or its contractors, furnish to Medicaid beneficiaries.
- m. **External Quality Review Organization (EQRO)** - An organization that meets the competence and independence requirements set forth in 42 CFR 438.354 and

- performs External Quality Review and other EQR-related activities as set forth in 42 CFR 438.358.
- n. **EQR-related activities** – Activities addressed in the CMS EQR Protocol.
 - o. **Gross and Flagrant Violation** - a violation of an obligation resulting from inappropriate or unnecessary services, service that do not meet recognized professional standards of care, or QIO. The violation must have occurred in one or more instances that present an imminent danger to the health safety, or well-being of a program patient or place the program patient unnecessary in high risk situations. (42 CFR 476.1).
 - p. **Healthcare Effectiveness Data and Information Set (HEDIS)** – A tool supplied by the National Committee for Quality Assurance (NCQA) and used by managed care entities (MCEs) to measure performance on important dimensions of care and service. This information set contains a number of measures designed to evaluate quality of care in a standardized fashion that allows for comparison between MCEs.
 - q. **MCO** - Managed Care Organization
 - r. **Managed Care Entity (MCE)** – For purposes of this RFP and project, includes both MCOs and PAHPs (DBMs).
 - s. **Member** - A member is an individual enrolled in the Oklahoma Medicaid program.
 - t. **NCQA** – National Committee for Quality Assurance
 - u. **Oklahoma Health Care Authority (OHCA)** - The single State Agency for Medicaid in Oklahoma and the Agency with direct oversight of the Contractor’s services.
 - v. **Outcomes** - Changes in member health, functional status, satisfaction or goal achievement that result from health care or supportive services.
 - w. **PAHP** – Prepaid Ambulatory Health Plan (related to Dental Benefits)
 - x. **PAM** – Payment Accuracy Measurement
 - y. **Performance Improvement Projects** – targeted initiatives occurring in support of the OHCA Quality Improvement Program and designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction, and that include the following elements:
 - i. Measurement of performance using objective quality indicators;
 - ii. Implementation of interventions to achieve improvement in the access to, and quality of care;
 - iii. Evaluation of the effectiveness of the interventions; and
 - iv. Planning and initiation of activities for increasing or sustaining improvement.
 - z. **QIO** – Quality Improvement Organization
 - aa. **QIO-Like Entity** – organization that meets the requirements of Section 1152 of the Social Security Act and is certified by CMS to provide QIO-like services.
 - bb. **Quality of Care Concern** - a concern that care provided did not meet a professionally recognized standard of health care. A general quality of care review or a beneficiary complaint review may cover a single or multiple concerns. (42 CFR 476.1)
 - cc. **Significant Quality of Care Concern (Serious Risk)** - a determination that the quality of care provided did not meet the standard of care and, while not a gross and flagrant or substandard violation of the standard, represents a noticeable departure from the standard that could reasonably, be expected to have a negative impact on the health of a beneficiary. (42 CFR 476.1)

- dd. **Substantial Violation in a Substantial Number of Cases** - a pattern of providing care that is inappropriate, unnecessary, does not meet recognized professional standards of care, or is not supported by the necessary documentation of care as required by the QIO. (42 CFR 1004.1(b))
- ee. **Shall** - A verb used to designate duties that will be a required condition of the Contract. Failure of a Contractor to perform a duty required as a condition of the Contract will be considered breach of Contract.

A.3 SoonerCare Background Information

1. Overview: Oklahoma Health Care Authority and SoonerCare

The 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 certain low-income individuals who have inadequate or no health insurance coverage. Medicaid covers basic health and long-term care services based upon income and/or resources. Created by 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 the OHCA to provide healthcare services to enrolled Members) reimbursement rates and determining the eligibility requirements and benefits offered within certain Federal parameters.

SoonerCare is the State of Oklahoma's Medicaid program. The OHCA is the single state agency responsible for administration of SoonerCare. Since 1995, SoonerCare has operated under Section 1115 demonstration authority granted by the Centers for Medicare and Medicaid Services (CMS). SoonerCare services are currently delivered through coordinated care models including patient centered medical homes (PCMH), Health Access Networks (HANs) and the SoonerCare Health Management Program (HMP). All SoonerCare Eligibles qualify to receive services through these models, with the exception of the following:

- Dual Eligible Individuals;
- Individuals residing in an institution or nursing home;
- §1915(c) Waiver enrollees;
- Individuals infected with tuberculosis covered under §§ 1902(a)(10)(A)(ii)(XII) and 1902(z)(1) of the Act;
- Individuals eligible as a Former Foster Care Child under 42 CFR § 435.150;
- Pregnant women with incomes between 134% and 185% FPL; and
- Individuals with other creditable coverage.

Following is a high-level summary of the current care coordination models available to SoonerCare Eligibles.

- Patient Centered Medical Home (PCMH): A statewide enhanced Primary Care

Case Management (PCCM) model in which the OHCA contracts directly with primary care providers to serve as PCMHs. PCMH Providers are arrayed into three levels, or tiers, depending on the number of standards they agree to meet. The OHCA pays monthly care management fees (in addition to regular fee-for-service payments) that increase at the higher tiers. Providers also can earn “SoonerExcel” quality incentives for meeting or exceeding various quality-of-care targets within an area of clinical focus selected by the OHCA.

- Health Access Network (HAN): Non-profit, administrative entities that work with affiliated Providers to coordinate and improve the quality of care provided to Eligibles. The HANs employ care managers to provide telephonic and in-person care management and care coordination to Eligibles with complex health care needs who are enrolled with affiliated PCMH Providers. The HANs also work to establish new initiatives to address complex medical, social and behavioral health issues. For example, the HANs have implemented evidence-based protocols for care management of aged, blind and disabled (ABD) Eligibles with, or at risk for, complex/chronic health conditions, as well as TANF and related Eligibles with asthma and diabetes, among other conditions.
- Health Management Program (HMP): The SoonerCare HMP is an initiative developed to offer care management to Eligibles most at-risk for chronic disease and other adverse health events. The program is administered by the OHCA and is managed by a vendor selected through a competitive procurement. The SoonerCare HMP serves Eligibles ages four (4) through sixty-three (63) who are not enrolled with a HAN and have one or more chronic illnesses and are at high risk for adverse outcomes and increased health care expenditures. The program is holistic, rather than disease specific, but prominent conditions of Eligibles in the program include asthma, cardiovascular disease, chronic obstructive pulmonary disorder, diabetes, heart failure and hypertension.

On June 30, 2020, the Oklahoma Medicaid Expansion Initiative, State Question 802, passed by a majority vote to expand Medicaid eligibility to adults ages 19-64 whose income is at or below 138% FPL. Medicaid expansion will go into effect on July 1, 2021.

Additional information regarding SoonerCare, including the Oklahoma Children’s Health Insurance Program (CHIP), can be found on the OHCA website: <https://okhca.org/>

2. Overview: SoonerSelect

The OHCA intends to achieve the following payment and delivery system reform goals through its comprehensive managed care approach, SoonerSelect:

- Improve health and oral health outcomes for Oklahomans;
- Reduce adult and childhood obesity;
- Reduce substance abuse;
- Transform payment and delivery system reform statewide by moving toward value-based payment and away from payment based on volume;
- Improve SoonerCare Eligibles’ satisfaction;
- Contain costs through better coordinating services; and

- Increase cost predictability to the state.

The OHCA intends to contract on a statewide basis with managed care organizations (MCOs) to deliver risk-based managed care services to SoonerCare Children, Deemed Newborns, Pregnant Women, Parent and Caretaker Relatives, and Expansion Adults. OHCA also intends to contract on a statewide basis with prepaid ambulatory health plans (PAHP) to deliver risk-based dental benefits to these same population groups.

The OHCA intends to award statewide Contracts to a minimum of three Contractors. At its sole discretion, the OHCA may award more than three Contracts.

The OHCA also intends to contract with one of the selected MCOs to deliver statewide risk-based managed care services for SoonerCare Eligibles who are Former Foster Children, Juvenile Justice Involved, in Foster Care or Children Receiving Adoption Assistance.

Enrollment of SoonerCare Eligibles into the SoonerSelect program will be effective October 1, 2021.

The OHCA may consider enrollment of additional SoonerCare eligibility groups into the SoonerSelect program in future years. Expansion of enrolled populations would be implemented through the MCO procurement or Contract amendment process.

Additional information regarding SoonerSelect, including the SoonerSelect Request for Proposals for MCOs and PAHPs, can be found on the OHCA website in the Procurement section.

A.4 Contract Governance

The OHCA and Contractor both have key roles for a successful Contract. OHCA takes an active role during Contract implementation. A Governance process that includes the OHCA and Contractor is the most successful. Summaries of the OHCA's and Contractor's roles and responsibilities follow.

1. OHCA Roles and Responsibilities

The OHCA will coordinate and monitor project activities and make OHCA staff resources available as required to support the Contract. During the entire lifecycle of the Contract, the OHCA will:

- a. Define the goals and objectives of the Contract and services throughout implementation and ongoing operations;
- b. Communicate the goals, objectives, and ongoing status of the Contract to all stakeholders;
- c. Work with stakeholders to identify and monitor project activities, project risks and appropriate mitigation approaches related to the Contract;
- d. Monitor the program management approach that will govern the Contract;
- e. Review the draft deliverables and final deliverables developed by the Contractor

- and provide feedback, request changes, and provide final review until the OHCA is satisfied with the resulting deliverable;
- f. Review and approve or reject final deliverables developed and revised by the Contractor;
 - g. Provide access to OHCA management and Subject Management Experts (SMEs) for the approval of the deliverables required to meet the goals and objectives of the program;
 - h. Coordinate data exchanges and provide available data to support Contractor's project activities; and
 - i. Perform additional activities proposed by the Contractor and acceptable to the OHCA.

2. Contractor Roles and Responsibilities

The Contractor shall:

- a. Provide all staff necessary to perform the services required under this RFP;
- b. Provide office space, computer hardware and software necessary to perform the services required under this RFP;
- c. Adhere to all state and federal laws, regulations and policies;
- d. Ensure that resources are available to complete all project activities in a timely and accurate manner;
- e. Work collaboratively with the OHCA to advance the goals and objectives of the program;
- f. Meet all contractor requirements as specified in Sections A.5 of this RFP; and
- g. Conduct quarterly meeting with the OHCA and provide status update report and projected activities to be completed in the next quarter.

A.5 Contractor Requirements

Contractor shall meet all of specified requirements in the following areas, as defined further in this section of the RFP:

- Organization
- Staffing
- Project Activities
- Data Management and Security
- Reporting

1. Organization

Contractor, in addition to any subcontractors, shall:

- a. Have the staff, resources and skills to serve as an EQRO as specified in 42 CFR 438.354(b);
Meet the requirements for independence as specified in 42 CFR 4388.54(c)
Be certified as a QIO or QIO-like entity (or be in the process of receiving CMS certification);
Be National Committee for Quality Assurance (NCQA)-certified to conduct Healthcare Effectiveness Data and Information Set (HEDIS) audits;
Be an NCQA-certified Consumer Assessment of Healthcare Providers and Systems

(CAHPS) vendor;

Maintain an office, no more than 25 miles from the OHCA office, from which, at a minimum, staff as designated in RFP Section A.5.2 physically perform the majority of their daily duties and responsibilities, and a major portion of the Contractor's operations take place;

Ensure the location of any staff or operational functions outside of Oklahoma does not compromise the delivery of contracted services. The Contractor shall be responsible for ensuring all staff functions conducted outside of Oklahoma are readily reportable to the OHCA to ensure such location does not hinder the OHCA's ability to monitor the Contractor's performance and compliance with Contract requirements;

Have adequate project management, monitoring and quality oversight tools and controls in place to ensure the accurate and timely completion of all project activities and deliverables;

Have sufficient physical, technological, and financial resources to conduct all project activities; and

Enforce tobacco-free policies covering 100% of the Contractor's offices statewide.

This is an evidence-based intervention for smoking cessation as tobacco free policies create environments that make it much easier to quit and stay quit;

2. Staffing

Contractor shall maintain adequate staffing of qualified and appropriately trained individuals to meet all contract requirements. Contractor's project staffing shall include, at a minimum, the following positions:

- Project Director
- Project Manager
- Medical Director
- Doctors and other qualified clinicians
- Certified Coders
- Nurse Reviewers
- EQR Reviewers (non-clinical)
- IT/Data Manager
- PhD Statistician

a. Key Personnel

The following positions are designated as Key Personnel:

- Project Director
- Project Manager
- Medical Director
- PhD Statistician

Contractor shall not change the designation of the Key Personnel or assign staff to Key Personnel positions without prior approval from the OHCA.

b. Location of Staff

The majority of project activities shall be performed by project staff assigned to

Contractor’s office located within 25 miles of the OHCA office. The Contractor may maintain certain staff throughout Oklahoma in order to best perform contracted services.

c. Staff Qualifications and Roles/Responsibilities

The minimum qualifications as well as the roles and responsibilities for designated staff position are presented in the table below.

Project Director	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Minimum of 5 years of direct program oversight for EQR-related services and/or QIO services on behalf of a state Medicaid client. • Authorized to legally bind the Contractor • Authorized to allocate Contractor resources as needed to complete project activities • Available by telephone or in-person, as requested by the OHCA 	<ul style="list-style-type: none"> • Ensure for the timely and accurate completion of all project activities, including project deliverables • Ensure adequate resources are available • Ensure compliance with contract standards and all relevant federal and state laws, regulations and policies • Identify and resolve any issues related to performance • Meet with the OHCA staff, as requested • Meet with stakeholders, as requested • Participate in quality forums, as requested
Project Manager	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Minimum of 5 years of experience related to management of EQR-related services and/or QIO services • Authorized to make day-to-day decisions • Fully dedicated to the Oklahoma EQRO/QIO project throughout the duration • Located in Oklahoma throughout the duration of the project (unless waived by the OHCA) 	<ul style="list-style-type: none"> • Primary point of contact for activities related to contract implementation and administration • Coordinate and report on project implementation activities • Manage discussions and correspondence between the OHCA and the Contractor, including status reporting, scheduling and the OHCA’s requests for information • Coordinate onsite/virtual status meetings, as well as interim meetings as needed • Develop agenda and prepare minutes for each meeting • Advise the OHCA regarding best practices and recommend modifications to business processes to improve the overall program. • Attend and/or present at stakeholder meetings • Organize and facilitate quality forums

Medical Director	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Oklahoma-licensed MD or DO in good standing • Located in Oklahoma throughout the duration of the project (unless waived by the OHCA) 	<ul style="list-style-type: none"> • Provide medical direction in the performance of all aspects of the program • Undertake practice education and interventions, when necessary to address performance-related issues or clinical concerns • Attend local meetings, as needed
Dental Director	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Oklahoma-licensed dentist in good standing • Located in Oklahoma throughout the duration of the project (unless waived by the OHCA) 	<ul style="list-style-type: none"> • Provide clinical direction in the performance of all aspects of the program related to dental care • Undertake practice interventions, when necessary to address performance-related issues or clinical concerns • Attend local meetings, as needed
Doctors and Clinicians	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Oklahoma-licensed physicians, dentists and other practitioners, across all specialty types, to support project activities 	<ul style="list-style-type: none"> • Review medical records • Make determinations regarding medical necessity, quality and DRG findings • Peer review, when necessary • Attend quality and/or Medical Education and Intervention meetings
Certified Coders	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Minimum of two years of experience performing DRG validation • CPC and/or CCS-certified • Majority of DRG validation and functions performed within Oklahoma 	<ul style="list-style-type: none"> • Review medical claims and records • Report findings • Participate in meetings with OHCA, providers, MCOs and other stakeholders, as requested
Nurse Reviewers	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Minimum of two years of experience performing EQR-related services or utilization and quality reviews • Majority of review functions performed within Oklahoma • Registered Nurse licensed in state of Oklahoma 	<ul style="list-style-type: none"> • Review medical claims and medical records • Report findings • Participate in meetings with OHCA, providers, MCOs and other stakeholders, as requested

EQR Reviewers (non-clinical)	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Minimum of two years of experience performing EQR-related services or three years of experience in quality/performance monitoring of healthcare operations/services • Majority of review functions performed within Oklahoma 	<ul style="list-style-type: none"> • Perform EQR services in compliance with CMS Protocols and contract standards • Participate in meetings with OHCA, providers, MCOs and other stakeholders, as requested
IT/Data Manager	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Located in Oklahoma throughout the engagement (unless waived by the OHCA) • Minimum of 3 years of information technology or related management experience for a government or private sector health care payer 	<ul style="list-style-type: none"> • Coordinate and manage data interfaces and exchanges • Manage the collection, analysis and maintenance of all data • Ensure compliance with data security and privacy requirements
PhD Statistician	
Qualifications	Roles and Responsibilities
<ul style="list-style-type: none"> • Minimum of three years of experience evaluating health care data • Doctorate degree in statistics, public health policy or related field 	<ul style="list-style-type: none"> • Develop sampling and data analysis plans • Validate accuracy and completeness of data sets and findings as reported by third parties • Validate statistical validity of all data findings

3. Project Activities

a. Contractor shall provide the following services:

- Perform annual EQR and prepare annual EQR Technical Report;
- Perform all mandatory EQRO Protocol activities as defined under 42 CFR 438.358, in accordance with CMS EQR Protocols;
- Perform optional EQRO Protocol activities, at the OHCA’s discretion, as defined under 42 CFR 438.358, in accordance with CMS EQR Protocols;
- Perform Information Systems Capabilities Assessment (ISCA);
- Provide utilization and quality of care reviews, and DRG validation (QIO services);
- Support the OHCA’s quality improvement initiatives; and
- Assist the OHCA with MCO and/or DBM readiness reviews, as requested.

Annual EQR and EQR Technical Report

Contractor shall perform the EQR on an annual basis, in accordance with federal Medicaid and CHIP requirements. Contractor shall prepare an annual report that presents findings for the annual EQR for all participating MCO and DBM entities.

The annual EQR shall be conducted on a State Fiscal Year (July 1-June 30) basis.

The Annual EQR Technical Report shall meet the requirements of 42 CFR 438.364 and in accordance with CMS guidelines, the annual technical report must include:

- The results of the EQR-related activities;
- The EQRO's assessment of each managed care plan's strengths and weaknesses related to quality, timeliness and access; Recommendations for improving the quality of health care services furnished by each managed care plan and recommendations for how the state can target goals and objectives in the State quality strategy;
- Methodologically appropriate, comparative information about all managed care plans; and
- An assessment of the degree to which each managed care plan has addressed the recommendations for quality improvement made by the EQRO during the previous year's EQR.

The Annual EQR Technical Report is due to CMS on April 30th of each year. A draft EQR Technical Report shall be submitted to the OHCA no later than February 28th of each year.

c. CMS-Mandated EQR Activities

Contractor shall perform the following mandatory EQR activities:

- Protocol 1 - Validation of Performance Improvement Projects
- Protocol 2 - Validation of Performance Measures
- Protocol 3 - Review of Compliance with Medicaid and CHIP Managed Care Regulations
- Protocol 4 - Validation of Network Adequacy

Subject to meeting the nonduplication requirements in federal regulations at 42 CFR 438.360, the OHCA intends to use information from Medicare and private accreditation reviews in lieu of generating information through Protocols 1 through 3. If nonduplication is applicable, Contractor shall be responsible for assessing the completeness of information from the accreditation review to evaluate the extent to which nonduplication applies. Contractor shall perform any required EQR-related activities for all requirements where nonduplication is not applicable.

Under the SoonerSelect program requirements, MCOs and DBMs must be accredited within 18 months of contract award and are required to validate performance measures using an NCQA-certified auditor.

Validation of Network Adequacy (Protocol 4) is not a mandatory EQR-related activity until 1 year from the issuance of Protocol 4 by CMS. However, the OHCA intends to include validation of network adequacy as a component of the EQR prior to this mandatory effective date. Contractor shall develop and implement an approach for validating network adequacy until such time that CMS Protocol 4 becomes effective.

Contractor shall conduct reviews of all MCEs' compliance with Medicaid and CHIP managed care regulations over a three-year period. Recognizing that MCEs will not have completed a full year of operations by the end of State Fiscal Year 2022, Contractor and the OHCA shall collaborate to refine the review schedule based on data availability (e.g., MCE performance data, accreditation findings), OHCA's oversight and monitoring priorities, and CMS Protocol requirements. A preliminary schedule for completion of compliance reviews is as follows:

- Year 1 (State Fiscal Year 2022)
 - Health Information Systems
 - Quality Assessment and Performance Improvement Program
 - Coordination and Continuity of Care
 - Coverage and Authorization of Services
- Year 2 (State Fiscal Year 2023)
 - Availability of Services
 - Assurances of adequate capacity and services
 - Confidentiality
 - Provider Selection
- Year 3 (State Fiscal Year 2024)
 - Grievance and Appeals System
 - Subcontractual Relationships and Delegation
 - Practice Guidelines

d. CMS-Optional EQR Activities

Contractor shall provide the following EQR-related services, as request by the OHCA:

- Protocol 5 – Validation of Encounter Data Reported by MCEs
- Protocol 6 – Administration or Validation of Quality of Care Surveys
- Protocol 7 – Calculation of Additional Performance Measures
- Protocol 8 – Implementation of Additional Performance Improvement Projects
- Protocol 9 – Conducting Additional Focus Studies for Health Care Quality
- Protocol 10 – Assist with Quality Rating of MCEs

Contractor shall assist the OHCA with validation of encounter data, in compliance with Protocol 5 to the maximum extent feasible, during State Fiscal Year 2022.

MCE's are required to administer member and provider surveys; Contractor shall be responsible for validation activities in accordance with nonduplication guidelines. At the OHCA's request, Contractor shall be responsible for developing, administering and validating one additional survey each fiscal year, beginning in State Fiscal Year 2024. Contractor and the OHCA shall collaborate to define the objectives and approaches for these annual surveys.

e. Information Systems Capabilities Assessment (ISCA)

Contractor shall perform the ISCA for each MCE in accordance with Appendix A of the CMS EQR Protocols. The ISCA is a required component of the EQR for the following Protocol Activities:

- Protocol 1 - Validation of Performance Improvement Projects
- Protocol 2 - Validation of Performance Measures
- Protocol 3 - Review of Compliance with Medicaid and CHIP Managed Care Regulations
- Protocol 4 - Validation of Network Adequacy
- Protocol 5 - Validation of Encounter Data
- Protocol 7 - Calculation of Additional Performance Measures

Contractor shall be responsible for completion of the ISCA for all participating MCEs by the end of State Fiscal Year 2022.

f. Annual Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Review

Contractor shall perform an annual evaluation of each MCE's compliance with the EPSDT requirements as set forth in the OHCA-MCO or OHCA-DBM contract and as required by federal regulations. Contractor shall prepare an Annual EPSDT Compliance Report that presents findings of the Contractor's evaluation of participating MCEs' processes, practices and evidence of compliance with EPSDT requirements. The evaluation shall include but is not limited to the following:

- Appropriateness and timeliness of determinations regarding medical necessity;
- Ensuring continuation of services;
- Prior authorization and utilization review procedures;
- Screening and referring members across levels of care and types of care;
- Education and outreach activities for both members and providers, including development of specialist referral lists for primary care providers;
- Notifications for members and providers;
- Risk assessment and care management functions;
- Monitoring access to care; and
- Coordination of services with state agencies and schools.

The annual report also shall identify best practices across participating MCEs.

A draft of the Annual EPSDT Compliance Report shall be due to the OHCA by November 1st, with the final report due within 30 days of receiving the OHCA's feedback on the draft report.

g. Utilization Review, Quality of Care Reviews, and Diagnosis-Related Group (DRG) Validation

Contractor shall provide the following services for Medicaid claims that are paid on a fee-for-service basis:

- Retrospective reviews of inpatient hospital admissions and outpatient hospital observation stays;
- Retrospective DRG validation of inpatient hospital admissions;
- Retrospective reviews to support the Payment Accuracy Measurement (PAM) and State Auditor projects; and
- Quality Education and Intervention.

Contractor shall develop and implement a comprehensive approach for performing retrospective reviews, to include the following:

- Selecting claim sample utilizing statistically sound methodology and specific criteria;
- Requesting and receiving medical records;
- Performing first-level nurse and coder reviews and second-level physician reviews;
- Issuing denial/determination letters;
- Conducting third-level reviews based on reconsideration requests; and
- Participating in Medical Education and Intervention Team (MEIT) peer review process as necessary.

The targeted number of retrospective case reviews are as follows:

- Inpatient hospital admissions: 300 per month;
- Outpatient hospital observation stays: 100 per month;
- Focus areas: 100 per month (to be defined through collaboration between Contractor and the OHCA);
- Payment Accuracy Measurement (PAM) and State Audit and Inspector (SA&I): up to 200 per year; and
- Medical Education and Intervention: up to 5-10 per year.

During the initial contract period, Contractor may elect to commence monthly reviews up to two months following the operations start date; however, the average number of monthly reviews performed in the initial contract period and first renewal period shall be equal to the monthly targets defined above.

Contractor shall develop sampling plans and create samples that comply with the following requirements:

- Between the 6th and 12th day of each month, access the OHCA Data Warehouse using Business Objects to extract sample of claims with a final issue warrant date within the past month;
- Sampling shall be based on a statistically sound methodology, to be submitted to the OHCA for review and approval annually and as changes are implemented;
- Collaborate with OHCA quarterly to develop specific criteria for sample selection; and
- Exclude Medicare claims.

Contractor shall perform medical record requests in accordance with the following requirements:

- Within 15 days of the date Contractor extracts the sample from the OHCA Data Warehouse, request hospital medical records for the monthly selected sample;
- Allow 30 calendar days for hospitals to submit the requested medical records;
- Accommodate hospital submissions of electronic, paper, fax, and secure electronic media (such as CD) medical records and documentation;
- Issue Technical Denial (TD) for cases when the facility (hospital) does not submit complete medical records within 30 calendar days from the date of the initial request. (Does not apply to Payment Accuracy Measurement (PAM) cases);
- Issue Technical Recoupment letter for cases when the facility (hospital) does not submit complete medical records within 45 calendars after the initial request;
- Hold TD cases for 12 months;
- If the medical record is received within 12 months, review the case and if the case is approved, issue Technical Denial Reversal letter to the facility (hospital);
- If the complete medical record is not received within 12 months of the TD, the case will be closed by the contractor; and
- TD cases are may be billed as a completed case when reported to OHCA.

Case reviews shall be conducted by appropriately licensed and/or certified reviewers. All cases shall be reviewed for the following:

- Medical necessity
- Quality of care
- Diagnosis-Related Group (DRG) validation (Inpatient claims only)

Inpatient and outpatient reviews shall be performed in accordance with the following requirements:

- Within 60 days of the receipt date of medical records, conduct first level nurse and coder reviews and, if findings, conduct second level physician review with determination;
- Identify medically unnecessary admissions/observation placement, lengths of stay, transfers, healthcare services, inappropriate billing, and quality of care issues;
- Utilize evidenced-based clinical screening criteria, OHCA specific, community guidelines, and/or best professional judgment based on CMS guidelines for qualifying services;
- Conduct DRG validation (inpatient claims only) to ensure the medical record documentation supports the diagnosis and procedures the physician submitted for payment and are coded correctly based on current coding guidelines;

- Issue Billing Error letter where billing is inconsistent with the level of care provided;
- Send provider notification letters to hospitals and providers within 10 days of determination and forward a copy of the letter to the OHCA;
- Conduct provider and facility tracking and trending;
- Report all trending (three (3) occurrences per quarter) providers and facilities to OHCA quarterly (admission/coding denials, coding modifications, quality concerns, billing errors, and technical denials);
- Report within 48 hours of determination if quality concern is at the level of Serious Risk or Gross and Flagrant; and
- Respond to provider inquiries about the review processes.

Contractor shall process adverse determinations and reconsiderations in accordance with the following requirements:

- Within 10 days of a finding, notify a provider in writing and offer provider an opportunity to provide additional documentation regarding the finding and request a reconsideration within 30 days;
- When a request for reconsideration is not received within 30 days, issue final upheld determination letter to provider and forward a copy to the OHCA;
- Within 45 days of receiving a reconsideration request, conduct a third level peer review of like specialty using a peer reviewer not involved with the initial determination;
- For all cases with identification of a Serious Risk or Gross and Flagrant Violation, conduct a third level peer review of like specialty (regardless of reconsideration request);
- Within 10 days of a third level review finding, issue the final determination letter to provider and forward a copy to the OHCA; and
- Complete provider tracking and trending for final DRG, medical necessity and quality of care findings.

Contractor shall conduct PAM and SA&I reviews in accordance with the following requirements:

- Receive files(s) for Payment Accuracy Measurement (PAM) project in two files: Children's Health Insurance Program (CHIP) and Title 19 (TXIX);
- Receive file for State Audit and Inspector (SA&I) reviews;
- Within 15 days of receipt of the file(s) from OHCA, send Medical Record Request (MRR) by certified mail for all PAM or SA&I cases;
- On the 16th day after the date of the MRR, call providers who have not yet submitted PAM or SA&I medical records;
- On the 20th day after the date of the MRR, notify OHCA of any requested PAM or SA&I medical records not received;
- Within 30 days of receipt of the medical record, conduct first level review and, if findings, a second level review with determination;

- For SA&I provide findings to OHCA (only);
- For PAM cases only, within five (5) days of confirmed findings, issue a written determination to the provider with a copy to OHCA. Determination letter will include instructions for providers to request reconsideration within 20 days of the date of the letter;
- (PAM only) Within 30 days of receiving a reconsideration request and additional documentation, conduct third level review with determination; and
- Within five (5) days of the third level (reconsideration) determination issue a determination letter to the provider with a copy to OHCA for any applicable PAM case.

Quality interventions and education are performed to identify, educate, and closely monitor care delivery of medical providers who have provided substandard care in SoonerCare programs. Cases may be identified by Contractor or may receive referrals from the OHCA. Contractor shall be responsible for managing up to 10 case reviews per year. Contractor shall provide the following activities related to Quality Interventions and Education:

- Identify, educate and monitor care delivery for providers who have provided substandard care;
- Coordinate and participate in general Medical Education/Intervention Team (MEIT) monthly or as requested by OHCA;
- Coordinate all correspondence, including notifications to licensure agencies, and provide copies of all correspondence to OHCA;
- Request medical records for specified dates of service and an agreed upon number of members;
- Conduct expedited and standard peer reviews in accordance with established timeframes;
- Notify provider and OHCA in writing within 10 days of initial determination;
- Conduct peer reviews using like specialty when provider requests a reconsideration;
- For all Serious Risk or Gross and Flagrant Violation, conduct a second peer review of like specialty (regardless of reconsideration request);
- Notify provider and OHCA in writing within 10 days of final determination;
- Coordinate and conduct Focused MEIT meetings that include the Contractor's Medical Director, a peer reviewer with the same specialty, and a peer reviewer with the same geographical practice setting, staff representative and OHCA representatives;
- Develop Corrective Action Plans (CAPs); and
- If a CAP is issued, monitor and reassess provider's progress with a peer review for a sample of members who received care subsequent to the CAP.

h. Quality Improvement/Compliance Supports

Contractor shall provide the following services to support the OHCA's quality improvement activities and initiatives:

- Contractor shall participate in OHCA Quality Improvement meetings, including through membership on any standing committees established by the OHCA to address clinical and administrative quality improvement;
- Contractor shall assist OHCA in the development of the initial managed care Quality Strategy (QS), annual evaluations and updates to the quality strategy. Working in collaboration with OHCA and at the OHCA's request, the Contractor shall develop evaluation methodologies/tools, draft narrative reports of findings, develop required components of the QS, and prepare updates required by CMS;
- Contractor shall inventory, monitor and offer recommendations regarding all quality improvement activities, including MCO/DBM PIPs, ensuring that quality improvement activities align with the OHCA's program objectives;
- Contractor shall support annual Quality Forums, as requested by the OHCA. Contractor tasks include managing participant invitations/attendance lists, preparing Quality Forum topic areas and supporting materials, preparing presentations, presenting at the Forums; and facilitating Forum discussions and exercises; and
- Contractor shall make presentations at OHCA Board meetings, regional quality meetings, executive management meetings, legislative sessions, and stakeholder meetings, as requested.

i. Assist with Readiness Reviews/Corrective Action Plans

If requested by the OHCA, Contractor shall assist the OHCA to prepare and conduct MCE readiness reviews.

As requested, Contractor's assistance may include preparation of readiness review guides, participation in on-site reviews, preparation of findings and any follow-up activities.

If requested by the OHCA, Contractor shall assist with the development and oversight of Corrective Actions Plans.

4. Data Management and Security

- a. Notwithstanding the Specific Requirements of this Section, Contractor shall comply with all Data Management and Sharing Requirements Specified in Section B, Contract Terms and Conditions;
- b. Contractor shall maintain a health information management system in full compliance with all requirements of the Health Insurance Portability and Accountability Act (HIPAA), requirements set forth in the Health Information Technology for Economic and Clinical Health Act (HITECH) in 42 USC 17931, Section 6504(a) of the Affordable Care Act and other applicable State and federal laws and regulations;
- c. Contractor shall ensure that its information technology system is compliant with any future State or federal regulations within the timeframe stipulated by the regulatory body;
- d. Contractor's system shall be updatable to accommodate changes required by or resulting from CMS or OHCA policy directives and protocols;

- e. Contractor's system shall accommodate existing and new OHCA processes;
- f. Hardware and software for Contractor's information systems, and all other electronic communication must be sufficient to meet the service and reporting requirements of this RFP and acceptable to the OHCA;
- g. Gainwell Technologies (formerly DXC Technology) is currently contracted to operate the OHCA Medicaid Management Information System (MMIS) and to be the System Integrator for all contractors. The OHCA MMIS currently encompasses claims processing, member eligibility and enrollment, provider contracting, member and provider files, prior authorization system, data warehouse, etc. Contractor shall be required to coordinate with the System Integrator to complete the scope of work for this contract;
- h. Contractor's system shall be compatible with the OHCA MMIS, to include mapping data fields so that transfer of data from the OHCA to Contractor and vice versa is completed within "real time" or within two (2) calendar days. Contractor is responsible for ensuring its data is up-to-date and shall make changes to their system as needed to accommodate transfer of data;
- i. If Contractor chooses to directly access the OHCA's MMIS, Contractor shall comply with all OHCA access, hardware, and software requirements;
- j. If required in the future by the OHCA, Contractor shall collaborate with the agency to use or integrate with any care/medical management platform that the OHCA implements;
- k. Contractor shall not require any changes or modifications to the OHCA's MMIS;
- l. Contractor shall allow the OHCA to view Contractor's system, including all attachments and medical records associated with OHCA contract only;
- m. Contractor shall accept attachments from the OHCA to add to Contractor's system as necessary;
- n. Contractor shall transfer supporting documentation to the OHCA document management system on a mutually agreed upon schedule;
- o. If Contractor chooses to use electronic file transfer, Contractor shall comply with the OHCA electronic file transfer specifications; and
- p. Contractor shall enable designated OHCA staff, with the appropriate permissions and security/confidentiality safeguards, to access medical records, findings and all other utilization review data within Contractor's system. Contractor shall ensure that access to the system is available for use from 7:00 a.m. to 9:00 p.m., CT Monday through Friday, on Saturdays (except those following Thanksgiving, Christmas and New Year's Day) between 8:00 a.m. to 12:00 Noon, CT, or, during overtime hours, as requested by the OHCA.

5. Reporting

Contractor's reporting responsibilities include, but are not limited to, the following:

- a. Project Plan: Contractor shall develop and maintain a Project Plan throughout the course of the engagement that details all EQRO and QIO implementation and operational activities. The Project Plan shall address all project activities, including completion dates, dependencies/risks and status of each project task/deliverable. The Project Plan shall be reviewed with the OHCA on a weekly basis; subject to OHCA approval, the Project Plan may be reviewed with the OHCA less frequently post-

- implementation. Contractor shall furnish the first report one week after the Contract is executed.
- b. Monthly Progress Reports: As a supplement to the Project Plan, Contractor shall submit a monthly progress report that summarizes all project activities, including performance metrics related to utilization review and intervention and education activities, such as letters, pending medical record requests, completed reviews, and trends.
 - c. Quarterly Progress Reports: Contractor shall submit a quarterly progress report that summarizes the status of all project activities.
 - d. Quarterly QIO meeting: Contractor shall prepare and submit meeting data and materials one (1) week prior to date of meeting and submit minutes within three (3) days of each meeting.
 - e. Final PAM Report: Contractor shall submit the final PAM Report upon completing all reviews and according to specified timeframes.
 - f. MEIT Meeting Case Log and Minutes: Contractor shall submit Case Log one (1) day prior to meeting and meeting minutes within three (3) days of each MEIT meeting.
 - g. Gross and Flagrant and Serious Risk Violation Reporting: Within 48 hours of a determination of a quality concern at the level of Serious Risk or Gross and Flagrant Violation, notify OHCA's Chief Medical Officer (CMO) in writing.
 - h. Report to OHCA any security incident immediately upon discovery, (not to exceed one hour) of knowledge of the incident, as defined in the Security Rule, with respect to PHI as required by 45 C.F.R. § 164.400 et seq.
 - i. Draft Annual EQR Report: Contractor shall submit a draft Annual EQR Report to the OHCA for review and approval by February 28th of each year, incorporating all EQR activities and findings completed during the previous State Fiscal Year.
 - j. Final Annual EQR Report: Contractor shall submit the Final Annual EQR Report to the OHCA, for submission to CMS, at least seven (7) days prior to the CMS due date.
 - k. Final Annual EPSDT Compliance Report: Contractor shall submit the Final Report within 30 days of receiving the OHCA's comments for the draft report.
 - l. Ad hoc or Special Reports: Contractor shall submit additional reports as requested by the OHCA.
 - m. Contractor shall furnish operational data monthly through reports and postings to an electronic dashboard, with the content of the data to be specified by the OHCA.

A.6 Summary of Project Activities and Milestones

The table below provides a preliminary summary of project activities and milestones. (Note: blue and green shading denotes distinct review periods.)

Calendar Year	2021				2022				2023				2024				2025				2026			
State Fiscal Year	2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031			
State Fiscal Year Quarter	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
Activity/Milestone																								
Contract Award	1/15																							
Implementation																								
Operations Begin	4/1																							
MCO/DBM Readiness Reviews																								
MCO/DBM Effective Enrollment Date				10/1																				
Annual EQR																								
Annual EQR Report Draft									2/28				2/28				2/28					2/28		
Final EQR for CMS Submission										4/30				4/30				4/30				4/30		
Protocol 1 - Validation of PIPs																								
Protocol 2 - Validation of Performance Measures																								
Protocol 3 - Medicaid/CHIP Compliance																								
Health Information Systems																								
QA/QI Review																								
Coordination and Continuity of Care																								
Coverage and Authorization of Services																								
Availability of Services																								
Assurances of Adequate Capacity and Services																								
Confidentiality																								
Provider Selection																								
Grievance and Appeals System																								
Subcontractual Relationships and Delegation																								
Practice Guidelines																								
Protocol 4 - Validation of Network Adequacy																								
Protocol 5 - Validation of Encounter Data																								
Protocol 6 - Validation/Administration of Surveys																								
Protocol 7 - Additional Performance Measures	TBD																							
Protocol 8 - Additional PIPs	TBD																							
Protocol 9 - Additional Focus Studies	TBD																							
Protocol 10 - Quality Rating System	TBD																							
Information Systems Capability Assessment																								
Utilization Review, Quality of Care Reviews and DRG Validation																								
Quality Improvement/Compliance Supports																								
EPSDT Annual Review																								
EPSDT Annual Report										11/1				11/1					11/1			11/1		



OKLAHOMA

Health Care Authority

RFP Services: EQRO/QIO

RFP Number: 8070001252

Section B. Contract Terms and Conditions

Based upon the following recitals, the Oklahoma Health Care Authority (hereinafter referred to as OHCA), and Contractor enter into this Contract.

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B.1 DEFINITIONS

1. Amendment - means a written restatement of or modification to a Contract Document executed by both parties.
2. Bidder - means a Business Entity that submits a response to an invitation to bid or a request for proposal.
3. Business Entity - means any individual, business, partnership, joint venture, corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
4. Child – means an individual who is age twenty (20) or younger.
5. Contract – means this RFP, as may be amended from time to time, which together with other Contract Documents, evidences the final Contract between the parties with respect to this RFP.
6. Contractor – means the Business Entity with which OHCA enters into this contract.
7. Medicaid Management Information System (MMIS) - means a mechanized claims processing and information retrieval systems as defined at is identified in section 1903(a)(3) of the Act and defined in regulation at 42 C.F.R. 433.111.
8. OHCA - means the State of Oklahoma Health Care Agency, which is initiating the RFP.
9. Proposal - means an offer in the form of a bid, proposal, or quote an Bidder submits in response to a request for proposal.
10. RFP – request for proposal.
11. State – means the State of Oklahoma.

B.2 CONTRACT GENERAL TERMS AND CONDITIONS

1. Purpose
The purpose of this Contract is to acquire the expertise necessary to assist OHCA in successfully carrying out functions described in Section A.
2. The Parties
 - a. Oklahoma Health Care Authority
 - i. OHCA is the single State agency designated by the Oklahoma Legislature through 63 O.S. §5009(B) to administer Oklahoma’s Medicaid Program, known as SoonerCare.

- ii. OHCA has authority to enter into this Contract pursuant to 63 O.S. §5006(A), 74 O.S. §85.1 *et. seq.* OHCA’s Chief Executive Officer has authority to execute this Contract on OHCA’s behalf pursuant to 63 O.S. §5008(B).
 - iii. OHCA’s mailing address for the purposes of this Contract is as follows:
 Oklahoma Health Care Authority
 Attn: Contracts Development Unit
 4345 N. Lincoln Boulevard
 Oklahoma City, OK 73105-5101
 - iv. OHCA’s email address for **electronic submission of invoices** is as follows:
Contracts@okhca.org
- b. Contractor
- i. Contractor has the authority to enter into this Contract pursuant to its organizational documents, by laws, or properly enacted resolution of its governing authority. The person executing this Contract has authority to execute this Contract on Contractor’s behalf pursuant to Contractor’s organizational documents, bylaws, or properly enacted resolution of Contractor’s governing authority.
 - ii. Contractor’s mailing address and contact information for the purposes of this Contract is included in Attachment 1 Proposal Cover Page.

B.3 INDEPENDENT CONTRACTOR

Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OHCA. Contractor shall not have authority to bind the OHCA nor is entitled to any of the benefits or worker’s compensation provided by the OHCA to its employees.

B.4 GENERAL PROVISIONS

1. Contract Term
 - a. This Contract shall begin on last date on which both parties have signed the Contract and shall expire as indicated in RFP Attachment 6 – Enrollment, Staffing and Pricing; hereafter referred to as the Initial Contract Year.
 - b. There shall be options to renew for additional one-year periods (July 1st – June 30th) as specified in RFP Attachment 6.
 - c. A change order to the original purchase order shall be issued to Contractor to exercise each renewal option.
 - d. The option to renew shall be contingent upon the needs of the OHCA, funding availability, and is at the sole discretion of the OHCA.
2. Contract Extension Option
 - a. The OHCA may choose to exercise an extension for up to one-hundred-eighty (180) days beyond the final renewal option period at the Contract pricing rate; the extension shall be executed by mutual agreement. If this option is exercised, the OHCA shall notify the other party in writing prior to the Contract end date.
 - b. The OHCA may choose to exercise subsequent extensions, up to one-hundred-eighty (180) days each, by mutual agreement and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new contract or as needed for transition to a new Contractor.
3. Legal Contract

- a. The proposal submitted in response to this RFP will be considered a legal offer.
 - b. This Contract resulting from the RFP consists of the following documents in order of precedence:
 - i. This RFP and any amendments to the RFP (including only the Bidder's Questions which have led to a change in the project scope);
 - ii. Contractor's Proposal; and,
 - iii. The Purchase Order issued by the OHCA.
 - c. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the RFP shall govern. In the event that an issue is addressed in the proposal that is not addressed in the RFP, no conflict in language shall be deemed to occur. However, the OHCA reserves the right to clarify, in writing, any contractual relationship with the concurrence of Contractor(s), and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
4. Amendments/Modifications
- a. This Contract contains all of the agreements of the parties and no oral representations by either party are binding. Any amendments and/or modifications to this Contract's term, scope of work, and/or pricing methodology shall be in writing and signed by both parties.
 - b. 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 mutual approval by the OHCA and Contractor. At all times, all parties shall adhere to the overall intent of the Contract.
 - c. Not-to-exceed increases or decreases, solely at the time of Contract renewal, as contained in the originally accepted proposal, shall not require an amendment/modification.
5. Assignment
- a. Contractor shall not assign or transfer any rights or obligations under this Contract without prior written consent of the OHCA.
 - b. If Contractor uses a major subcontractor (an entity performing more than thirty-five percent (35%) of the Scope of Work), Contractor shall obtain the OHCA's consent prior to the effective date of any subcontract. If Contractor has proposed a major subcontractor in its Proposal Response, which was accepted by the OHCA, no separate OHCA consent is required.
 - c. Contractor shall be responsible for all subcontractors' performance and shall be solely responsible for meeting all the terms of the Contract. No subcontract or delegation shall relieve or discharge Contractor for any obligation or liability under this Contract. Any subcontractor shall be subject to the same conditions as Contractor, including Contract modifications subsequent to award, confidentiality, audit, certifications, and other relevant Contract terms.
 - d. All subcontracts shall be available in an electronic form for review or inspection by the OHCA upon request.
6. Product and/or Services Substitutions
- Substitutions are not permitted without the written permission of the OHCA or as

authorized in the scope of work.

7. 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 of the OHCA. Contractor's employees shall not be considered employees of the State of Oklahoma nor of the OHCA for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

8. 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 the Contract. In the event Contractor acquires any conflict of interest, it shall notify OHCA by email within five (5) business days.

9. Equipment, if applicable.

Equipment is defined by the State of Oklahoma as a tangible nonexpendable item having a useful life of more than one year and total acquisition cost of \$500.00 or more per unit. In the event Contractor is loaned equipment by the OHCA under this Contract, this equipment remains the property of the OHCA. Contractor may not add software to any equipment and shall follow all OHCA policies regarding computer usage and storage. The equipment shall be returned to the OHCA in the same condition as when originally loaned upon completion of this Contract, subject to normal wear and tear through routine use.

10. Use of State Property, if applicable

Contractor is prohibited from using the OHCA's equipment, the OHCA's location, or any other resources of the OHCA or the State for any purpose other than performing services under this Contract. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Contractor using the OHCA's equipment for any purpose other than performing services under this Contract shall be fully reimbursed by Contractor to the OHCA within ten (10) business days upon demand by the OHCA. Such use shall constitute breach of Contract and may result in termination of the Contract and other remedies available to the OHCA under the Contract and applicable law.

11. Public Disclosure

Contractor shall not cause public disclosures or news releases pertaining to this Contract without prior written approval of the OHCA.

B.5 PAYMENTS AND REIMBURSEMENT

1. In consideration of satisfactory performance of the services enumerated in Section A of this Contract, the OHCA shall make payments to Contractor at the rate specified in Attachment 6 Staffing and Pricing Proposal. EQR activities shall be billable in four equal quarterly installments for work performed in the prior quarter. QIO activities shall be billable on a monthly basis for work performed in the prior month. Approval of invoices is contingent on satisfactory performance in the prior quarter or month, as determined by the OHCA. Total payments shall not exceed the amount specified in Attachment 6 Staffing and Pricing Proposal for each State Fiscal Year (SFY) period of the contract. Final approval of renewal amounts will be at the sole discretion of the OHCA. Payment shall be inclusive of all costs (e.g., salaries, fringe benefits, supplies, equipment, travel, long distance, copying, etc.)

required to provide the services detailed in this Contract. Billable time shall include time spent at OHCA or time spent on assigned OHCA business. No additional payments shall be made under this Contract.

2. It is understood and agreed by the parties hereto that all obligations of the OHCA, including the continuation of payments, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the OHCA be liable for any payments in excess of such available appropriated funds.
3. 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) FEI or vendor number; 3) invoice number; 4) purchase order number (where applicable); 5) description of service(s); 6) date(s) of service; 7) detail of amount(s) billed; and 8) detailed attachments to support work being billed. Contractor shall maintain documentation of all billed charges and shall make such documentation available to the OHCA upon request or as otherwise stated in this Contract.
4. All invoices for services rendered under this Contract shall be received by the OHCA within ninety (90) calendar days of the end of the State Fiscal Year (“SFY”), which is June 30. The OHCA will not be held responsible for payment of invoices submitted beyond the deadline established by this paragraph.
5. The OHCA shall withhold two percent (2%) of the total invoice amount, in accordance with the Value-Based Purchasing (VBP) provisions of the Contract. Upon meeting VBP benchmarks, and with OHCA approval, Contractor shall invoice for the amount withheld, or the portion of the total amount approved by the OHCA. The OHCA shall be the final authority as to whether the VBP provisions have been met. In the initial Contract period ending June 30, 2021 and the first renewal period ending June 30, 2022 the withhold shall be payable upon the Contractor meeting the following benchmarks in a satisfactory manner, as determined by the OHCA:
 - 1% for meeting all EQRO timeliness/productivity standards
 - 1% for meeting all QIO timeliness/productivity standardsThe OHCA may elect to adopt different benchmarks for subsequent renewal periods. If so, the OHCA and Contractor shall collaborate to identify mutually agreeable VBP benchmarks that promote and reward excellent performance.
6. The OHCA shall have forty-five (45) calendar days within which to pay a proper invoice. If the OHCA fails to pay an invoice within that time, Contractor shall have the right to interest thereon pursuant to 62 O.S. § 34.71 and 62 O.S. § 34.72.

B.6 AVAILABILITY OF FUNDING

In the event funding of the Medicaid Program from the State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract, the OHCA may reduce or terminate the Contract upon formal correspondence to Contractor delivered through email. The OHCA shall be the final authority as to the availability of funds. The effective date of such Contract reduction or termination shall be specified in the notice. In the event of a reduction, Contractor may cancel this Contract as of the effective date of the proposed reduction upon formal correspondence to the OHCA delivered through email. The OHCA agrees to reimburse Contractor for all work satisfactorily performed prior to the date of any notice of termination of this Contract pursuant to this section. This clause shall operate as an exception to the notice provisions otherwise applicable to amendment or termination of the Contract.

B.7 HOLD HARMLESS

The parties intend that each shall be responsible for its own intentional and/or negligent acts or omissions to act. The OHCA shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, 51 O.S. § 151, *et seq.* Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. Contractor agrees to hold harmless the OHCA for any claims, demands, liabilities, and causes of action resulting from any act or omission on the part of Contractor and/or its agents, servants, and employees in the performance of the Contract. It is the express intention of the parties hereto that this Contract shall not be construed as, or given the effect of, creating a joint venture, partnership, affiliation, or association that would otherwise render the parties liable as partners, agents, employer-employee, or otherwise create any joint and severable liability.

B.8 FORCE MAJEURE

1. Neither Contractor(s) nor the OHCA shall be liable for any damages or excess costs for failure to perform their Contract responsibilities if such failure arises from causes beyond the reasonable control of and without fault or negligence by Contractor(s) or the OHCA. Such causes may include, but are not limited to, catastrophic events or acts of God. In all such cases, the failure to perform must be beyond the reasonable control of, and without fault or negligence of, either party.
2. Within seventy-two (72) hours of the occurrence of such an event, Contractor(s) shall initiate disaster recovery and/or back up procedures to provide alternate services. Contractor(s) shall notify the OHCA prior to initiation of alternate services as to the extent of the disaster and/or emergency and the expected duration of alternate services within this same seventy-two (72) hour period.

B.9 CONTRACT COMPLIANCE AND PENALTIES

1. Substantial elements of this Contract are performance-based and require Contractor to meet specific standards or metrics. Contractor's performance may be assessed by such means as written reports, oral communication, onsite visits, audit, and data analysis.
2. The OHCA and Contractor shall establish performance standards for this Contract based on the scope. If Contractor fails to meet these standards or fails to meet any other Contract requirements, the OHCA will email Contractor to discuss the issues. OHCA may request Contractor to prepare and submit for approval a Corrective Action Plan (CAP) for identified issues.
3. The CAP shall clearly specify which paragraphs in the Contract describe the affected work, the performance deficiencies, and identify specific actions to be performed by Contractor to correct the performance. Contractor shall implement the CAP within the time frame specified by the OHCA.
4. Failure to resolve the issue may result in a penalty which is the withholding or reduction of Contractor reimbursement for the specific deliverable or milestone included in the CAP or Contract action, up to and including termination.

B.10 TERMINATION

1. Either party may terminate this contract in whole or in part for cause with a thirty (30) day written notice to the other party. Either party may terminate this contract in whole or in part without cause with a sixty (60) day written notice to the other party. In the event of termination, payments will be made for all work satisfactorily performed up to the date of termination. All notices of termination under this paragraph shall be in writing.
2. The OHCA may terminate this Contract immediately, in whole or in part, with a written notice to Contractor(s) when one of the following applies:
 - a. Funding of the Medicaid Program from the State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract. OHCA shall be the final authority as to the availability of funds;
 - b. Violations are found to be an impediment to the function of the OHCA;
 - c. Conditions preclude the thirty (30) day notice;
 - d. The OHCA determines that an administrative error occurred prior to Contract performance; or,
 - e. Both parties agree to terminate the Contract immediately without cause.
3. Upon termination of this Contract, Contractor or its estate shall return to the OHCA all items belonging to the OHCA. This may include but is not limited to computers, equipment, badges, and electronic documents or files.

B.11 LAWS APPLICABLE

1. The parties to this Contract acknowledge and expect that changes may occur over the term of this Contract regarding (i) Federal Medicaid statutes and regulations, (ii) Oklahoma Medicaid statutes and rules, and (iii) Oklahoma statutes and rules governing practice of health care professions. The parties shall be mutually bound by such changes.
2. As applicable, Contractor shall comply with and certify compliance with:
 - a. Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*;
 - b. Rehabilitation Act, 29 U.S.C. § 701 *et seq.*;
 - c. Drug-Free Workplace Act, 41 U.S.C. § 8101 *et seq.*;
 - d. Title XIX and Title XXI of the Social Security Act, 42 U.S.C. § 1396 *et seq.* and § 2101 *et seq.*;
 - e. Civil Rights Act, 42 U.S.C. § 2000d *et seq.* and § 2000e *et seq.*;
 - f. Age Discrimination Act, 42 U.S.C. § 6101 *et seq.*;
 - g. Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*;
 - h. Oklahoma Anti-Discrimination Act, 25 O.S. § 1101 *et seq.*;
 - i. Oklahoma Worker's Compensation Act, 85A O.S. § 1 *et seq.*;
 - j. Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*;
 - k. Equal Pay Act, 29 U.S.C. § 206(d);
 - l. 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 *et seq.*, which (1) prohibit the use of Federal funds paid under this Contract to lobby Congress or any Federal official to enhance or protect the monies paid under this Contract, and (2) require disclosures to be made if other monies are used for such lobbying;
 - m. Presidential Executive Orders 11141, 11246, 11375, and 11478, and Amendments thereto, and 5 U.S.C. § 3501, and as supplemented in the Department of Labor regulations at 41 C.F.R. Subtitle B, Chapter 60, which together require certain Federal contractors and subcontractors to institute affirmative action plans to ensure

- absence of discrimination for employment because of age, race, color, religion, sex, sexual orientation, gender identity, disability, or national origin;
- n. The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Parts 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act¹ (HITECH) (42 U.S.C. § 300jj *et seq.* and § 17921 *et seq.*);
 - o. Vietnam Era Veterans' Readjustment Assistance Act, 38 U.S.C. § 4212 and 41 C.F.R. Part 60-300;
 - p. Protective Services for Vulnerable Adults Act, 43A O.S. § 10-101 *et seq.*;
 - q. Non-procurement, debarment, and suspension, 2 C.F.R. Part 376;
 - r. 74 O.S. § 85.44(B) and (C) and 45 C.F.R. §§ 75.320, 75.439, and 75.465 (as defined by 45 C.F.R. § 75.2);
 - s. Anti-Kickback Act of 1986, 41 U.S.C. § 8701 *et seq.*;
 - t. Oklahoma Anti-Kickback Act of 1974, 74 O.S. § 3401 *et seq.*;
 - u. Federal False Claims Act, 31 U.S.C. §§ 3729-3733 and § 3801 *et seq.*;
 - v. Oklahoma Medicaid False Claims Act, 63 O.S. § 5053 *et seq.*; and
 - w. Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1313 and participation in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312 and includes, but is not limited to, the free Employment Verification Program (e-Verify) available at www.dhs.gov/E-Verify.
3. The explicit inclusion of some statutory and regulatory duties in this Contract is not intended to, and shall not be construed to, exclude other statutory or regulatory duties under applicable federal and/or State law.
 4. All questions pertaining to validity, interpretation, and administration of this Contract shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.
 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 in the United States District Court for the Western District of Oklahoma.
 6. If any portion of this Contract is found to be in violation of State or Federal statutes, that portion shall be struck from this Contract and the remainder of the Contract shall remain in full force and effect.
 7. Pursuant to 74 O.S. §582(B), Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

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

B.12 FEDERAL REGULATIONS

1. Contractor shall comply all applicable federal regulations, including without limitation (as applicable):

Category	Citation
Procurement Standards	SMM Section 11267 45 C.F.R. § 95.615 45 C.F.R. Part 74 State Medicaid Director (SMD) Letter of Dec. 4, 1995 42 C.F.R. § 433.122 42 C.F.R. § 433.112
Access to Records	45 C.F.R. Part 95 Subpart F §95.615 SMM Section 11267
Software & Ownership Rights, Federal Licenses, Information Safeguarding, Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance, and Progress Reports	The State shall own any software, procedures, or publications designed, developed, installed, or improved with 90 percent FFP. The State shall retain the right to sign, extend, and cancel any licenses for software used in operation of MMIS. OHCA has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use software, modifications to the software, and documentation designed, developed, installed, or improved with 90 percent FFP. 45 C.F.R. § 95.617 42 C.F.R. 433.112 42 C.F.R. § 431.300 45 C.F.R. Part 164
Information Safeguarding	42 C.F.R. § 433.112(b)(9) 45 C.F.R. § 205.50
Progress Reports	SMM Section 11267
Disaster Recovery Procedure	All Contractor(s) will be required to develop and maintain a Business Continuity Plan that will address aspects of disaster recovery. The Business Continuity Plan will provide procedures for emergencies and disasters, and for maintaining a state of readiness to meet all operational requirements.
IV&V	45 C.F.R. § 95.626

B.13 AUDIT AND INSPECTION

1. As used in this Contract, “records” includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written or electronic form, in the form of computer data, or in any other form. In accepting

any Contract with the State, Contractor agrees that any pertinent State or Federal agency has the right to examine and audit all records relevant to execution and performance of the Contract.

2. Contractor is required to retain records relating to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of this seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
3. 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 any claim for providing such service to OHCA, the State Auditor & Inspector (SA&I), Office of Management and Enterprise Services Central Purchasing (CP), General Accounting Office (GAO), Oklahoma Attorney General's Medicaid Fraud Control Unit (MFCU), and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) at any time and for a period of seven (7) years from the date of service including dates of service under any renewal options. Contractor shall not destroy or dispose of records, which are under audit, review or investigation when the seven (7) -year limitation is met. Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigative agency that the audit, review or investigation is complete.
4. Authorized representatives of the OHCA, SA&I, CP GAO, MFCU, and the Secretary shall have the right to make physical inspection of Contractor's location or facility and to examine records relating to financial statements or claims submitted by Contractor under this Contract and to audit Contractor's financial records.
5. Pursuant to 74 O.S. § 85.41, OHCA, CP, and the SA&I shall have the right to examine Contractor's books, records, documents, accounting procedures, practices, or any other items relevant to this Contract. The OHCA shall allow for the inspection of public records in accordance with the provisions of the Oklahoma Open Records Act, 51 O.S. §§ 24A *et seq.*

B.14 CONFIDENTIALITY AND SECURITY OF PROTECTED HEALTH INFORMATION

1. To the extent any provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including but not limited to the Privacy Rule and Security Rule, or the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations, both parties agree to these terms. Contractor acknowledges that in its role as Contractor, it may have or obtain access to protected health information ("PHI"), including but not limited to individually identifiable health information, some of which may be Electronic Protected Health Information ("Electronic PHI" or "ePHI"), both as defined by HIPAA.
2. Definitions for the Purposes of this Section:
 - a. Contractor - shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. § 160.103, and in reference to the party to this Contract, shall mean the entity whose name appears in Attachment 1 Proposal Cover Page.
 - b. Discovery - shall generally mean the first day a Security Incident or breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

- c. OHCA - shall generally have the same meaning as the term “Covered Entity” at 45 C.F.R. § 160.103.
 - d. HIPAA - shall mean the Health Insurance Portability and Accountability Act of 1996 and the Privacy, Security, Breach Notification, and Enforcement Rules per 45 C.F.R. Part 160 and Part 164, all as may be amended, and related regulations, including Administrative Simplification rules at 42 U.S.C § 1320d *et seq.* and the HITECH Act of 2009.
 - e. The following terms used in this section shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
3. Obligations of Contractor:
- a. Contractor may use Electronic PHI and PHI (collectively, “PHI”) solely to perform its duties and responsibilities under this Contract and only as provided in this Contract. Contractor acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Contract or as Required by Law. Specifically, Contractor agrees it will and will require its employees, agents, vendors, and subcontractor to:
 - i. Use or further disclose PHI only as permitted in this Contract or as Required by Law, including, but not limited to HIPAA.
 - ii. Ensure that SoonerCare member information is confidential and is not to be released pursuant to 42 U.S.C §1396a(a)(7), 42 C.F.R. §§ 431.300-431.306 and 63 O.S. § 5018. Contractor agrees not to release the information governed by these SoonerCare member requirements to any other person or entity without the approval of the OHCA, or as required by law or court order.
 - iii. Ensure that SoonerCare member and provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of the OHCA.
 - iv. Implement and document appropriate technical, physical, and administrative safeguards and comply with 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by this Contract, and to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of OHCA in accordance with HIPAA including but not limited to training all employees, agents, and subcontractors in HIPAA to protect the OHCA’s PHI and prevent, detect, contain, and correct Security violations in accordance with HIPAA; applying security patches and performing vulnerability assessments on a regular basis, and using encryption for all electronic transmission of PHI including forced TLS connections for email.
 - v. Not use or disclose or otherwise make available the OHCA’s PHI to any entity or individual who is not subject to the laws of the United States.
 - vi. Not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of the OHCA.
 - vii. Report to the OHCA any use or disclosure of PHI that is not permitted under this Contract as soon as reasonably practicable upon discovery but not later

than five (5) calendar days from discovery, and mitigate, to the extent practicable and in cooperation with the OHCA, any harmful effects known to him/her/it in connection with a use or disclosure made in violation of this Contract.

- viii. Report potential known violations of 21 O.S. § 1953 to OHCA Legal Division without delay and in no event later than five (5) calendar days after discovery of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- ix. Report to the OHCA any security incident, as defined in the Security Rule, immediately upon discovery (not to exceed one hour), with respect to electronic PHI, as well as any breaches of unsecured PHI as required by 45 C.F.R. § 164.400 *et seq.* A Security Incident shall include, but is not limited to, unwanted disruption or denial of service, unauthorized use of a system for processing or storing ePHI, or changes to system hardware, firmware, or software without Contractor's consent. This includes unintentional security issues caused by Contractor's employees.
- x. With the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. § 164.412, notify the OHCA promptly, in writing and without unreasonable delay and in no case later than five (5) calendar days, upon the discovery of a breach of unsecured PHI as reasonable in the HITECH Act or accompanying regulations, pursuant to the terms of 45 C.F.R. § 164.410. Such notice shall include, to the extent possible, the name of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, or disclosed during such breach. Contractor shall also, to the extent possible, furnish the OHCA with any other available information that the OHCA is required to include in any notification to individuals under 45 C.F.R. § 164.404(c) at the time of Contractor's notification to the OHCA or promptly thereafter as such information becomes available. Contractor shall cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested.
- xi. Mitigate, to the extent practicable, any harmful effect that is known to Contractor in connection with a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.
- xii. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, transmit, or have access to OHCA's PHI agree to the same restrictions, conditions, and requirements that apply to Contractor under this Contract, including but not limited to implementing reasonable and appropriate safeguards to protect PHI. Contractor shall obtain satisfactory written assurance of this from the subcontractor, and make this assurance available to the OHCA upon request.
- xiii. Contractor will make available PHI in a designated record set to OHCA as necessary to satisfy the OHCA's obligations under 45 C.F.R. § 164.524.
- xiv. Contractor will make any amendment(s) to PHI in a designated record set as directed or agreed to by the OHCA pursuant to 45 C.F.R. § 164.526, or take

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

an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528, and within five (5) calendar days of receiving a request from the OHCA, make such disclosure documentation and information available to the OHCA. In the event the request for an accounting is delivered directly to Contractor, Contractor shall promptly forward such request to the OHCA.

- xxiv. Make its internal policies, procedures, practices, books, and records related to the use and disclosure of PHI received from or created or received by Contractor on behalf of the OHCA available to the Secretary of HHS, authorized governmental officials, and the OHCA for the purpose of determining Contractor's compliance with HIPAA. Contractor shall give the OHCA advance written notice of requests from DHHS or government officials and provide the OHCA with a copy of all documents it makes available.
- xxv. Respond to the OHCA's request for confirmation and certification of Contractor's ongoing compliance with HIPAA, including but not limited to conducting regular security audits and assessments as necessary to evaluate its Security and Privacy practices.

4. Permitted Uses by Contractor:

- a. Except as otherwise provided in this Contract, Contractor may use or disclose PHI on behalf of or to provide services to the OHCA for the purposes specified in this Contract, only if such use or disclosure of PHI would not violate HIPAA and related rules and regulations if performed by the OHCA and is consistent with the OHCA's minimum necessary standards. Contractor may:
 - i. Use PHI for its proper management and administration as necessary to perform the services set forth in the Contract, or to fulfill any present or future legal responsibilities of Contractor;
 - ii. Use PHI to de-identify the information in accordance with 45 C.F.R. § 164.514(a)-(c).
 - iii. Use or disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Contractor, provided that (i) the disclosure is required by law; or (ii) Contractor obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Contractor of any instances of which it is aware in which the confidentiality of the PHI has been breached;
 - iv. Disclose PHI to report violations of law to appropriate Federal and State authorities;
 - v. Aggregate the PHI with other data in its possession for purposes of OHCA's Health Care Operations; or,
 - vi. Make uses and disclosures and requests for PHI consistent with the minimum necessary standards.
 - vii. Contractor may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164, if done by the OHCA.

5. OHCA Obligations:

- a. The OHCA shall notify Contractor of any limitation(s) in the OHCA's Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI.
- b. The OHCA shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure of PHI.
- c. The OHCA shall notify Contractor of any restriction on the use or disclosure of PHI that the OHCA has agreed to or is required to abide by under 45 C.F.R. § 164.522, or as mandated pursuant to Section 13405(c) of the HITECH Act, to the extent that such restriction may affect Contractor's use or disclosure of PHI.
- d. The OHCA shall not request Contractor to use or disclose PHI in any manner that would violate the Privacy Rule if completed by the OHCA.

6. Obligations of Contractor upon Termination:

- a. Upon termination of this Contract for any reason, Contractor, with respect to PHI received from the OHCA, or created, maintained, or received by Contractor on behalf of the OHCA, shall:
 - i. Retain only that PHI that is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Comply with the data transition requirements in the turnover plan as described in B.25 Turnover, including:
 - 1) Transmit the PHI that Contractor still maintains in any form to the OHCA or another Contractor of the OHCA at termination;
 - 2) Obtain or ensure the destruction of PHI created, received, or maintained by subcontractors;
 - 3) Destroy the PHI that Contractor maintains in any form by an agreed upon date in the turnover plan; this date shall be known as the Retention Date.
 - 4) All electronic storage media shall be disposed of in accordance with the media sanitation procedures outlined in the State of Oklahoma Information Security Policy, Procedures, Guidelines, Appendix E, Revision 3 that can be accessed at the following link:
<https://ok.gov/cio/documents/InfoSecPPG.pdf>.
 - 5) Contractor shall send written certification of the destruction of the files to the OHCA within thirty (30) days of the destruction.
 - iii. Continue to use appropriate safeguards and comply with 45 C.F.R. Part 164, Subpart C with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor retains any PHI;
 - iv. Not use or disclose the PHI retained by Contractor other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted uses and disclosures by Contractor" that applied prior to termination; and,

7. Survival

The obligations of Contractor under this Contract shall survive the termination of the Contract.

8. Miscellaneous

If Contractor maintains a designated record set in an electronic format on behalf of the OHCA, then Contractor agrees that within thirty (30) days of written request, Contractor shall provide to the OHCA a complete report of all disclosures from the designated record set covering the seven (7) years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures, description of what was disclosed, purpose of disclosure, name of individual who received the information, and, if available, what action was taken within the designated record set.

9. Information Security Controls

a. General

- i. Contractor shall maintain systems, policies and procedures that ensure State and federal standards for compliance and security are met and to protect the integrity of all business and technical components of Contractor's operations under this Contract.
- ii. Contractor will comply with Federal Information Processing Standards – FIPS 200, which promotes the development, implementation, and operation of secure information systems within governmental agencies by establishing minimum levels of due diligence for information security controls for information systems.
- iii. Contractor shall abide by the current State of Oklahoma Security Standards at <https://www.ok.gov/cio/documents/inforsecppg.pdf> and any updates thereto. Contractor recognizes that it may be necessary for OHCA to require Contractor to adhere to additional or modified security standards which may be more stringent than the State of Oklahoma Security Standards, in order maintain compliance with applicable laws, rules, regulations, legal requirements and industry best practices. In the event OHCA determines additional or modified security standards to be necessary, it will give Contractor at least 60 days advance written notice of any changes in requirements, and Contractor agrees to timely implement and comply with the same.
- iv. An annual SOC 2 Type II of Contractor's system is required, as is annual penetration testing of the system conducted by independent penetration test practitioner. Contractor shall provide copies of the annual SOC 2 Type II Report, all penetration testing reports, and any additional independent assessment or audit completed to attest to Contractor's security contracts upon OHCA's request.
- v. Contractor must sign Acceptable Use, Confidentiality, and non-Disclosure agreements, and User Logon Authorization. Contractor shall comply with information security auditing and compliance.

b. Secure Transmission

- i. Contractor will only transmit Personally Identifiable Information, Protected Health Information, and other confidential or sensitive data by secure transmission that must implement encryption products that have been validated under the Cryptographic Module Validation Program (see <http://csrc.nist.gov/groups/STM/cmvp/validation.html>) to confirm compliance

with current and successor FIPS cryptology requirements as they are made final, in accordance with applicable federal laws, directives, policies, regulations, and standards. For example, FIPS 140-2 Level 4 is the current requirement and Contractor will comply with its successor publications when made final. OHCA will not provide additional hardware or software to Contractor for this purpose, nor will Covered Entity accept any Contractor-provided hardware/software.

- ii. In the event that data is exchanged via the Internet or File Transfer Protocol (FTP), reasonable encryption and the employment of authentication/identification techniques are required for use in safeguarding data. Furthermore, OHCA reserves the right to audit any organization's implementation of, and/or adherence to the requirements, as stated in this Contract, upon thirty (30) calendar days' notice during reasonable business hours. This includes the right to require that any organization utilizing the Internet or FTP for transmission of data submit documentation to demonstrate that it meets the requirements contained in this Contract.
 - iii. Contractor shall provide encrypted e-mail communication when PHI is transmitted via email to OHCA. No direct connection or Virtual Private Network (VPN) to OHCA will be used for this purpose, nor will OHCA use individual e-mail certificates for its staff. Such encrypted e-mail will require a X.509 certificate that can be collected by the existing OHCA e-mail encryption system, so that e-mails can be decrypted automatically by OHCA. OHCA shall provide no additional hardware/software to Contractor for this purpose nor accept any Contractor-provided hardware/software.
- c. MARS-E Compliance
- i. Contractor agrees to comply with the latest version of the suite of documents entitled the Minimum Acceptable Risk Standards for Exchanges, or "MARS-E". Alternatively, Contractor agrees to implement and maintain standards that at all times meet or exceed the latest MARS-E requirements, for example NIST 800-53 rev 4 (moderate system) would meet the requirements of the current MARS-E. Contractor further agrees to maintain a level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure, or modification of the information contained on the system with the highest security levels.
 - ii. If at any time Contractor plans to implement and maintain security standards other than MARS-E or the most current applicable NIST standards, Contractor must submit the specific details of the planned change to OHCA for approval not later than 60 days before the date of planned implementation. Contractor is prohibited from implementing different security standards that would reduce the level of protection provided or that would cause OHCA to fall out of compliance with any applicable laws, regulations, or requirements of government agencies with jurisdiction or enforcement authority over OHCA.
- d. Access to Data and Data Systems
- i. Contractor shall ensure access to data systems is restricted by employing an access management function that restricts individual access to data in a tiered

structure based on the security clearance of the individual accessing the data. Contractor shall ensure access to information is based on job function with the overarching concept of access to information on the minimum basis required for adequate performance of the job function (e.g., users permitted inquiry privileges only will not be permitted to modify information if not applicable to the requirements of the job the individual is performing).

- ii. Contractor shall require Multi-Factor-Authentication (MFA) for all privileged users, defined as those users that have access to PHI across all of Contractor's systems.
 - iii. Contractor shall maintain audit trails on individual SoonerCare member documentation and have the ability to determine who has accessed or viewed a member's personal medical information.
 - iv. Contractor shall ensure every point of data receipt and processing has appropriate security and data integrity protocols in place. Contractor shall be responsible for providing physical safeguards to its data processing center, operations center and any related information or systems. These safeguards shall remain in place for the duration of Contractor's relationship with OHCA. The Contractor shall grant authorized OHCA and CMS personnel and any designees access to its facilities upon request.
 - v. Contractor shall maintain data online for no less than three years and shall retain additional archive history for no less than ten years, and Contractor shall ensure such data is retrievable within 48 hours.
 - vi. Contractor shall provide OHCA with a list of staff with access to identifying SoonerCare member data upon request from OHCA.
 - vii. Contractor shall make available identifying SoonerCare member data to authorized and designated State and federal employees and designees.
- e. Third-party Hosting
- i. To the extent Contractor requests to use a third-party hosting vendor, that vendor is subject to OHCA's approval and must satisfactorily complete the State's Certification and Accreditation Review and any supplemental requests by OHCA.
 - ii. Contractor agrees not to migrate OHCA's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Contractor's obligations under the Contract until OHCA approves the third-party hosting vendor's State Certification and Accreditation Review. In the event the third-party hosting vendor is not approved by OHCA, Contractor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Contractor's obligations under the Contract, until such third party meets OHCA requirements.

B.15 REQUIRED INSURANCE COVERAGE

1. As a condition of this Contract with the OHCA, Contractor shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Contractor is awarded services which require that Contractor's employees perform work at any OHCA premises and/or use employer vehicles to conduct work on behalf of the OHCA.

2. In addition, when engaged by the OHCA to provide services on OHCA premises, Contractor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the OHCA within five (5) business days following the execution of the Purchase Order.
3. Contractor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, the OHCA.
4. All required insurance shall be issued by companies that are A rated by A.M. Best, licensed in the State of Oklahoma, and authorized to provide the corresponding coverage. The OHCA will be named as an Additional Insured on all required coverage.
5. Required coverage shall remain in effect through the term of the Contract and each Purchase Order issued to Contractor there under. The limit amounts are detailed in Section B. The minimum acceptable insurance provisions are as follows:
 - a. Commercial General Liability
 - i. Commercial General Liability shall include a combined single limit per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:
 - ii. Blanket contractual liability coverage for liability assumed under the Contract;
 - iii. Independent Contractor coverage;
 - iv. State of Oklahoma and the OHCA listed as an additional insured;
 - v. 30-day Notice of Termination in favor of the OHCA; and
 - vi. Waiver of Transfer Right of Recovery Against Others in favor of the OHCA.
 - b. Workers' Compensation Insurance
 - i. Workers' compensation insurance and employers' liability coverage shall include limits consistent with statutory benefits outlined in the Oklahoma Workers' Compensation Act (Oklahoma Worker's Compensation Act, 85 O.S. § 1 *et seq.*) and minimum policy limits for employers' liability for
 - 1) bodily injury per accident;
 - 2) bodily injury disease policy; and,
 - 3) per disease per employee;
 - c. Business Automobile Liability Insurance
 - i. Business Automobile Liability Insurance shall cover all owned, non-owned and hired vehicles with a minimum combined single limit per occurrence for bodily injury and property damage. Alternative acceptable limits are described in Section B. The policy shall contain the following endorsements in favor of the OHCA:
 - 1) Waiver of Subrogation;
 - 2) 30-day Notice of Termination; and,
 - 3) Additional Insured;
 - d. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with minimum limits per claim and in the aggregate; and,
 - e. Additional coverage required by the OHCA in writing in connection with a particular Contract.

B.16 SOCIAL SECURITY ADMINISTRATION DATA, if applicable

1. Contractor understands that the use, or disclosure of Social Security Administration (SSA) data in a manner or purpose not authorized by the OHCA's agreement with the SSA (hereafter referred to as the Agreement) may be subject to both civil and criminal sanctions pursuant to applicable Federal statutes. The OHCA will provide Contractor and with copies of the Agreement, related Information Exchange Agreements (IEAs), and all related attachments. Contractor will provide the OHCA with a current list of the employees with access to SSA data and the OHCA will provide the lists to SSA. It is also the responsibility of Contractor to immediately communicate any changes to this list to the OHCA, no later than 24 hours following the change.
2. Contractor agrees to abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within the OHCA's agreement with SSA. For the purposes of this agreement, the Contractor's staff with access to SSA-provided information, will use this access only as needed for the purposes stated in this contract with Contractor. Any other use is a violation of this agreement unless the additional use is specifically identified in a mutually accepted amendment to this contract.
3. Contractor agrees to follow the requirements of the OHCA's data exchange agreement with SSA. Contractor's employees will annually complete the OHCA security awareness training on the OHCA Learning Management System (LMS).
4. Contractor understands that the OHCA is required by the SSA to conduct ongoing security compliance reviews that must meet SSA standards. The OHCA will conduct compliance reviews at least triennially commencing fiscal year 2019. The OHCA will provide the documentation to Contractor following the review, and to SSA during the OHCA's scheduled compliance and certification reviews or upon SSA's request.
5. The compliance reviews will be structured to ensure that Contractor meets SSA's requirements in the following areas:
 - a. Safeguards for sensitive information;
 - b. Computer system safeguards;
 - c. Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and redisclosure of SSA-provided information; and,
 - d. Continuous monitoring of Contractor's network infrastructures and assets.

B.17 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Contractor represents and warrants that neither Contractor nor any of its Subcontractors:

1. Have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under the Oklahoma Consumer Protection Act, 15 O.S. §15-751;
2. Have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding;
3. Have officers who have served as officers of other entities who have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violation; and,
4. Have officers who have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

B.18 SYSTEM REQUIREMENTS, if applicable

1. Infrastructure Requirements – Contractor shall provide its own hardware, software and information technology support services as detailed below as necessary to access the OHCA’s MMIS and associated applications:
 - a. Connection Options – Contractor shall use non-RFC 1918 addresses with one of the following:
 - i. Leased line from Contractor to the OHCA’s fiscal agent with an Ethernet, Fast Ethernet, or Gigabit handoff;
 - ii. Dark fiber or dark copper connection with an Ethernet, Fast Ethernet, or Gigabit handoff; or,
 - iii. Establish a VPN (virtual private network) connection across the internet to the OHCA’s fiscal agent using a high-speed internet service and a device compatible with the OHCA’s fiscal agent’s hardware.
 - b. Transmission – Contractor shall encrypt via IPsec all connections with the OHCA’s fiscal agent utilizing all of the following minimum standards:
 - i. Authentication Algorithm – SHA;
 - ii. Encryption Algorithm – AES 256;
 - iii. Group 5 Diffie-Hellman; and,
 - iv. Security Protocol – ESP;
 - c. Authentication – Contractor shall establish a Federated Trust with the existing Microsoft Active Directory Federation Service (ADFS) and meet the following requirements:
 - i. Compatible with Microsoft Windows 2008 R2 ADFS;
 - ii. Enable JavaScript and cookie policies for browser-based sign-in and sign-out;
 - iii. Obtain three (3) certificates for ADFS setup:
 - 1) Service communication certificate – This is a standard SSL certificate that is used for securing communications between federation servers and clients;
 - 2) Token-Signing Certificate – This is a standard X509 certificate that is used for securely signing all tokens that the federation server issues;
 - 3) Token-Decrypting certificate – This is a standard SSL certificate that is used to decrypt any incoming tokens that are encrypted by a partner federation server;
 - iv. Configure and maintain Active Directory Groups to address application authorization;
 - v. Configure organization custom claims for OKMMIS Applications;
 - vi. Application System Requirements – Contractor shall utilize an Internet Explorer Version acceptable to the OHCA;
2. MMIS SFTP Connectivity Requirements
Contractor shall:
 - a. Provide its own hardware, software and information technology support services as shown below as necessary in conformance with the following requirements:
 - i. A secure ftp application which supports public keys;
 - ii. A firewall which supports the following:
 - 1) Public IP address;
 - 2) NAT subnet (if applicable);

- iii. Contractor operating systems:
 - 1) Compatible with Unix;
 - 2) Compatible with Microsoft Windows;
- iv. Application specifics:
 - 1) Establish an account name for the directory/folder for data reception/origination;
 - 2) The account name will be used in lieu of a password;
 - 3) The OHCA's fiscal agent's SFTP platform will initiate the connection to Contractor platform using Contractor account name and IP address;
- v. Connection Options – Connect to the OHCA's MMIS using non-Request for Comments (non-RFC) 1918 addresses with one of the following:
 - 1) Public internet (peer to peer);
 - 2) Establish a VPN (virtual private network) connection across the internet to the OHCA's fiscal agent using a high-speed internet service and a device compatible with the OHCA's fiscal agent's hardware;
- vi. Transmission –Encrypt via IPsec (Internet Protocol Security) all connections with OHCA's fiscal agent utilizing all of the following minimum standards:
 - 1) Authentication Algorithm – SHA (Secure Hash Algorithm);
 - 2) Encryption Algorithm – AES (Advanced Encryption Standard) 256;
 - 3) Group 5 Diffie-Hellman; and,
 - 4) Security Protocol – ESP (Encapsulating Security Payload).

B.19 INFORMATION TECHNOLOGY ACCESS CLAUSE, if applicable

1. Electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management and Enterprise Services in accordance with 74 O.S., §85.7d and O.A.C. 580:16-7-56. 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 (electronic information technology) Standards may be found at the following link: http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html.
2. Upon request, 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 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 OMES website at <https://www.ok.gov/OSF/Accessibility.html>.
3. 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 Contractor from any claim arising out of Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

B.20 STATE AGENCY ACQUISITION OF CUSTOMIZED COMPUTER SOFTWARE [62 O.S. §34.31], if applicable

1. No State agency, as defined by 75 O.S. §250.3, nor OMES, unless otherwise provided by federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless Contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.
2. Contractor shall place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the OHCA and to enter into a customary source code escrow agreement which includes a provision that entitles the OHCA to receive everything held in escrow upon the occurrence of any of the following:
 - a. A bona fide material default of the obligations of Contractor under this Contract with the OHCA;
 - b. An assignment by Contractor for the benefit of its creditors;
 - c. A failure by Contractor to pay, or an admission by Contractor of its inability to pay, its debts as they mature;
 - d. The filing of a petition in bankruptcy by or against Contractor when such petition is not dismissed within sixty (60) days of the filing date;
 - e. The appointment of a receiver, liquidator or trustee appointed for any substantial part of Contractor's property;
 - f. The inability or unwillingness of Contractor to provide the maintenance and support services in accordance with this Contract; or,
 - g. The ceasing of maintenance and support of the software;
3. The fees of any third-party escrow agent subject to this Section shall be borne by Contractor.

B.21 DISASTER RECOVERY PLAN

1. Contractor shall submit a plan that addresses business continuity and disaster recovery related to emergency situations to the OHCA for approval before starting operations; the submission deadline date shall be agreed upon by both parties. The plan shall include at least the following aspects of disaster recovery: communications, and the following if Contractor performs services for this Contract offsite from the OHCA's premises:
 - a. Physical plant security;
 - b. Data security; and,
 - c. Fire/disaster prevention and recovery procedures.
2. Each aspect included within the disaster recovery plan shall describe both Contractor and OHCA responsibilities.
3. Contractor may include resources outside Oklahoma but within the continental United States as part of this plan. If applicable, the plan shall satisfy all requirements for Federal certification.
4. The plan shall be maintained and updated by Contractor throughout the term of the Contract, and shall be available for review by State or Federal officials on request.

B.22 OFFSHORING

1. Contractor shall not enter into any subcontract which uses any public funds within its control to purchase services which will be provided outside the United States. This reflects prohibition on the purchase of offshore services. The service provider shall:

- a. Disclose the location(s) where all services will be performed by Contractor and subcontractor(s);
 - b. Disclose the location(s) where any State data associated with any of the services are provided, or seek to provide, will be accessed, tested, maintained, backed-up, or stored;
 - c. Disclose any shift in the location of services being provided by Contractor or subcontractor(s); and
 - d. Disclose the principle location of business for Contractor and all subcontractor(s) who are supplying services to the State of Oklahoma under the proposed contract(s).
2. If contracted or subcontracted services shall be performed at multiple locations, the known or anticipated value of the services performed shall be identified and reported to OHCA.
 3. The State of Oklahoma will determine when the purchase of offshore services does not apply in regard to:
 - a. Situations in which it is deemed an emergency; and,
 - b. The OHCA deems necessary to waive some or all of the requirements herein.
 4. Contractor may perform some development functions outside of Oklahoma but within the continental United States. Oklahoma health data shall never leave the continental United States. If any Contractor or subcontractor(s) work identified for performance in the United States is moved to another country, outside the continental United States, such action may be deemed a breach of the Contract.

B.23 OWNERSHIP OF MATERIALS

1. Materials developed and/or produced by Contractor for which the OHCA pays 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 the OHCA, unless specifically approved in writing by the 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. 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.
2. Materials developed, produced, or purchased by Contractor for its own use with multiple clients that are not reimbursed by the OHCA shall not become property of the OHCA just by virtue of being employed to provide services under this Contract.

B.24 PUBLICATIONS RIGHTS/ SCHOLARLY WORK, if applicable.

1. Contractor may publish the results generated through this Contract. Authorship will be determined by mutual agreement of both parties. Publications shall reference sponsor funding. Confidential information will not be included in the manuscript(s). Publication may be delayed for a reasonable period of time not to exceed ninety (90) days to protect proprietary interests of the OHCA and Contractor.

2. If Contractor wishes to publish results of the studies, Contractor will furnish the OHCA with a copy of the manuscript or abstract disclosing Contractor's desire to publish the results ninety (90) days prior to submission to any publisher in order to ensure that confidential information of the OHCA is not inadvertently disclosed. Contractor will provide appropriate acknowledgement of the source of the data in all publication of results.
3. The OHCA shall provide final approval or disapproval within ninety (90) days of submission of the manuscript or abstract. The OHCA's determination regarding proprietary or intellectual property is determinative.

B.25. TURNOVER

1. Three (3) months prior to the conclusion of this Contract, or in the event Contractor's company ceases to do business or no longer exist, Contractor shall provide, at no extra charge, assistance in turning over the operations to the OHCA or its agent. Contractor shall provide a draft Turnover Plan which includes at least the following:
 - a. Proposed approach to turnover;
 - b. Identification of State-owned equipment and/or furnishings;
 - c. Identification of documentation in Contractor's possession that is necessary for the operation of services under this Contract;
 - d. Description of the format and method of transfer Contractor will use to transfer all data pertaining to services performed for this Contract to the OHCA – format and transfer method are subject to OHCA approval;
 - e. Turnover tasks and schedule;
 - f. A template turnover status report;
 - g. Acceptance criteria for turnover activities; and,
 - h. Estimated date certification of all data in Contractor's possession will be turned over and all copies of data in Contractor's possession will be destroyed.
2. The OHCA and Contractor shall work together to develop the Turnover Plan.
3. The OHCA shall approve the Turnover Plan prior to Contractor beginning turnover activities.
4. At the turnover date, to be determined by the OHCA, Contractor shall provide to the OHCA or its agent the following:
 - a. All documentation and records as will be required by the OHCA for continuity of services under this Contract; and,
 - b. Certification that all data in Contractor's possession has been turned over and all copies of data in Contractor's possession have been destroyed.
5. The OHCA may begin withholding 15% of the total invoice amount each month no more than three (3) months prior to the conclusion of the Contract for the following deliverables:
 - a. Approved Turnover Plan – The OHCA may withhold five percent (5%) of each monthly invoice until the Turnover Plan is approved. Upon approval, Contractor shall invoice OHCA total amount withheld; and,
 - b. Approved Operations Turnover – The OHCA may withhold ten percent (10%) of each monthly invoice until the completed turnover of operations is approved by OHCA. Upon approval, Contractor shall invoice OHCA for the total amount withheld.

B.26 DISCLOSURE OF OWNERSHIP, if applicable

1. Contractor shall submit, within thirty-five (35) days of a request by the OHCA, MFCU, or the Secretary, all documents, as defined by 12 O.S. § 3234, in its possession, custody, or control concerning (i) the ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000.00 during the twelve (12) months preceding the date of the request, or (ii) any significant business transactions between Contractor and any wholly owned supplier or between Contractor and any subcontractor during the five years preceding the date of the request.
2. Contractor shall provide the OHCA with information concerning Contractor’s ownership in accordance with 42 C.F.R. § 455.100 *et seq.* This Contract shall not be effective until the OHCA receives the ownership information requested in the Disclosure of Ownership and Controlling Interest Form which is attached to and made part of this Contract. Ownership information shall be provided to the OHCA at each Contract renewal and within 20 twenty days of any change in ownership. Ownership information is critical for determining whether a person with an ownership interest has been convicted of a program- crime under Titles V, XVIII, XIX, XX and XXI of the federal Social Security Act, 42 U.S.C. § 301 *et seq.* Contractor shall also furnish ownership information to OHCA upon further request.

EXECUTED:

Kevin Corbett, C.E.O.
Oklahoma Health Care Authority

Date

Date



OKLAHOMA

Health Care Authority

RFP Services: EQRO/QIO
RFP Number: 8070001252

Section C. Instructions to Bidder

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C.1 GENERAL INFORMATION:

1. The contract officer listed in Section A of this RFP is the only individual the Bidder shall be in contact with concerning any issues with this RFP. Failure to comply with this requirement may result in the Bidder’s proposal response being considered nonresponsive and not considered for further evaluation.
2. This RFP relies on the Bidder’s expertise and experience to determine how to achieve OHCA’s goals and define and deliver the required services and requires the successful Bidder to develop and write a detailed response.
3. Bidders are urged to read this RFP carefully. Failure to do so will be at the Bidder’s risk. Provisions, terms, and conditions may be stated or phrased differently than in previous RFPs. Proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof irrespective of past interpretations, practices, or customs.
4. Manufacturers’ Name and Approved Equivalents
 - a. Unless otherwise specified in this RFP, manufacturers’ names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Proposal is based on equivalent products, indicate on the Proposal form the manufacturer’s name and number.
 - b. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their Bid. Reference to literature submitted with a previous Proposal shall not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.
 - c. Acceptance of RFP Content
 - i. Unless otherwise provided in Section One of the Bidder’s response to this RFP, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this RFP Upon award of any contract to the successful Bidder, the contents of this RFP shall become contractual

obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this RFP of the Proposal may cause the Proposal to be rejected from consideration for award.

- d. Rejection of Offer
 - i. The OHCA reserves the right to reject any Bids that do not comply with the requirements and specifications of this RFP. A Proposal may be rejected when the Bidder imposes terms or conditions that would modify requirements of this RFP or limit the Bidder's liability to the OHCA. Other possible reasons for rejection of Bids are listed in OAC 260:115-7-32.
 - ii. Attempts to impose unacceptable conditions on the OHCA, or impose alternative terms not in the best interest of the OHCA shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the OHCA shall result in a determination of non-responsiveness of the Proposal due to lack of compliance with the terms and conditions of negotiation or this RFP.
5. Either OHCA or the Bidder(s) may discontinue the contracting process at any time.
6. Open Records
 - a. Documents and information a Bidder submits as part of, or in connection with, an RFP may be subject to disclosure in accordance with Oklahoma law, including the Open Records Act. To the extent permitted by Oklahoma law, a Proposal shall not be disclosed, except for the purposes of evaluation, prior to Contract award.
 - b. Bidders claiming any portion of their Proposal as proprietary or confidential shall specifically identify what documents or portions of documents they consider proprietary or confidential, and shall submit an additional copy of the Proposal with this information redacted; provided, however, bids that are marked proprietary or confidential in their entirety shall not be accepted for consideration. OHCA shall make the final decision as to whether Proposal documentation or information marked proprietary or confidential is proprietary or confidential. All material submitted to OHCA shall be considered the property of OHCA.
 - c. If Bidder provides a copy of its Proposal with proprietary and confidential information redacted and OHCA appropriately supplies the redacted Proposal to another party under the Oklahoma Open Records Act or other statutory or regulatory requirements, the Bidder agrees to indemnify OHCA and step in to defend its interest in protecting the referenced redacted material.
7. All public documents related to this RFP shall be made available on the OHCA website at the following link: <http://www.okhca.org/procurement>. This includes the RFP Library, RFP, and Amendments.
8. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act, Information Services Act, and associated statutes and rules, as applicable.
9. All costs incurred by the Bidder for response preparation and participation in this RFP process will be the sole responsibility of the Bidder. The OHCA will not reimburse any Bidder for any such costs.

10. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages because of any misunderstandings or misrepresentation of the specification or because of any misinformation or lack of information.
11. The deadline for submitting responses to be considered for award is defined in Section A Scope of Work. Responses received after the submission deadline will not be considered. If a late submission is received, OHCA will return the submission to the vendor.
12. Proposal shall remain firm for a minimum of one hundred eighty (180) days from the RFP closing date. Bidders guarantee unit prices to be correct. In accordance with 74 O.S 85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total proposal price/contract amount.

C.2 BIDDER QUESTIONS

1. All questions and requests for clarification regarding the meaning or interpretation of any RFP provision, including changes, should be submitted to the email address specified in Section A Scope of Work (procurement@okhca.org) using RFP Attachment 7. Questions will not be accepted by mail, fax, or telephone.
2. Bidders must submit questions no later than the date and time shown in Section A. Answers to the questions shall be posted as amendments to the RFP.

C.3 RFP AMENDMENTS

1. No alterations to the contract documents, including all Sections and Attachments, will be made or accepted without a formal Amendment to the RFP. Submissions must include the most current, unaltered version of all Attachments. Attempts to alter RFP documents in ways other than specified in the RFP shall result in the proposal being deemed non-responsive.
2. OHCA shall post amendments to this RFP on its website. 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 an RFP.
3. The Bidder shall acknowledge receipt of any and all amendment(s) to this RFP by signing and returning the amendment(s) with its proposal. Failure to acknowledge RFP amendment(s) may be grounds for rejection.
4. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP. All amendments to the RFP shall be made in writing by OHCA.
5. In no event shall the Bidder's failure to read and understand any term or condition in this RFP constitute grounds for a claim after contract award.

C.4 LANGUAGE

1. Proposal Responses shall be in clear, concise language. This is defined as easy-to-understand, non-technical information unless describing technology and/or data analysis requirements.
2. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this RFP, the specification being referred to is mandatory for this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder’s proposal.
3. Whenever the terms “expected,” “can,” “may,” or “should” are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

C.5 PROPOSAL CHANGE

1. If the Bidder needs to change a proposal prior to the RFP Closing Date and Time, a new proposal shall be submitted to OHCA with the following statement: “This proposal supersedes the proposal previously submitted.”
2. The name and address of the Bidder, and the RFP number shall be included in the email. The RFP number should be in the subject line of the email.
3. The new proposal must be delivered before or by the RFP Closing Date and Time. If the new proposal does not arrive by this date and time, the previous proposal will be used for evaluation.

C.6 PROPOSAL RESPONSE REQUIREMENTS

1. All proposal responses must be submitted by the deadline identified in Section A. Scope of Work.
2. The proposal response shall be emailed directly to the address specified in Section A Scope of Work (procurement@okhca.org). The email must be clearly marked with the Bidder’s name and RFP number in the subject line. Files cannot be submitted in compressed (zipped) format.
3. Each Bidder shall submit a complete proposal and should clearly describe the Bidder’s ability to meet or exceed every requirement detailed in Section A. Scope of Work by filling out the RFP Attachments.
4. Proposals should be organized in a way that is clear and mirrors the organization of this RFP. Each Section, as listed, should be organized in a logical order in the email submission.
5. It is the responsibility of the Bidder to ensure that all RFP documents are completed and received by the OHCA. Bidders shall use the Attachments provided to submit the requested information. Failure to provide a complete response utilizing the provided Attachments may lead to disqualification or an unfavorable evaluation.
6. The Bidder shall not submit any items other than those requested in the Attachments/forms. If the Bidder submits marketing material, illustrations, extra pages or narrative, etc., the proposal may be considered non-responsive. The additional information will not be considered in the evaluation.

7. The font shall be Times New Roman, and the type size shall not be smaller than 12 point, except where otherwise noted. The top, bottom, left and right margins shall be at least one inch, excluding headers and footers. All PDF pages must be numbered sequentially and include the Bidder's name and Solicitation number in the header or footer.
8. The entire proposal must be submitted in a consolidated PDF file, with the exception of three MS Excel files (Attachment 6 – Staffing and Pricing and Solicitation, Form 8070001252-Security Certification and Form 8070001252-Security Specifications), which must be submitted in MS Excel (.xls) format, and Form 8070001252-Hosting Agreement, which must be submitted as a standalone PDF file. Solicitation Forms 8070001252-Security Certification, 8070001252-Security Specifications and Form 8070001252-Hosting Agreement must be completed separately for the Bidder and any subcontractor(s) identified in Attachment 5.a of the proposal.
9. The consolidated proposal PDF filename shall use the following format: Solicitation_8070001252-BidderName. The MS Excel files and Hosting Agreement form shall be submitted with the Bidder's name appended to the OHCA filename. If Solicitation Forms 8070001252-Security Certification, 8070001252-Security Specifications and 8070001252-Hosting Agreement are submitted for subcontractor(s), the filename shall be appended with the Bidder's name, followed by the subcontractor's name.
10. The RFP documents that are required to be completed by the Bidder and returned in the Bidder's proposal response are as follows:

a. Section One – Administrative Documents

- i. Completed RFP Attachment 1-Proposal Cover Page
- ii. Completed RFP Attachment 2-Checklist and Corporate Stability - Bidder must disclose any and all judgements, pending litigation or other potential financial reversals which might materially affect the viability or stability of the Bidder's organization, or certify that no such condition is known to exist at the time of submission.
- iii. Signed Amendments, if applicable
- iv. Any proposed exceptions to RFP terms and conditions.

b. Section Two – References and Key Personnel

- i. References
 1. Bidder shall include completed RFP Attachment 3a-Reference List, identifying up to three references to be submitted to the OHCA. The OHCA cannot be used as a reference for this RFP.
 2. Bidder shall provide RFP Attachment 3b-SoonerCare EQRO-QIO Reference Form to the individuals identified on Attachment 3a. The individuals must return completed references directly to the OHCA in accordance with the instructions printed on the attachment.
 3. References must be received prior to the proposal submission deadline, to be considered in the evaluation.

The OHCA will not evaluate references received after the deadline or references from organizations or individuals other than those identified by the Bidder on Attachment 3a.

4. The Bidder is solely responsible for ensuring the OHCA receives references prior to the deadline.

ii. Key Personnel

1. The Bidder's approach to meeting Key Personnel requirements defined in RFP Section A.5 shall be documented by submitting completed RFP Attachment 4- Key Personnel.
2. Attachment 4 includes positions identified by the OHCA in Section A of the RFP. At its option, Bidder may identify additional Key Personnel positions and present information on these positions in its response.
3. Bidder shall submit job descriptions for all Key Personnel positions, along with current resumes for all positions that either are filled or for which the Bidder has identified the person who will fill the position in the event of Contract award. Attachment Four should be placed in front, followed by a job description and related resume (if applicable) for each position in the table. Job descriptions and resumes should be grouped together by position; do not place all job descriptions together, followed by all resumes. Resumes should include work history up to the current position. If the same individual is filling more than one position, include his/her resume only once.

c. Section Three – Technical Response

- i. Bidders shall submit a technical proposal that addresses all of the submission requirements outlined in RFP Attachment 5a-Technical Narrative and related attachments (5b and 5c) and forms (Security Certification, Security Specifications and Hosting Agreement).
- ii. Each technical proposal response shall begin at the top of a new page.
- iii. The technical proposal narrative shall be limited to the page counts shown in Attachment 5a.
- iv. Technical proposal supporting materials specifically identified by the OHCA do not count toward the page limit and should be included directly behind the narrative response to the applicable question, with the exception of the Security Certification and Security Specifications forms, which should be submitted as standalone files in MS Excel (.xls) format, and the Hosting Agreement form, which should be submitted as a standalone PDF file.
- v. Narrative submission responses should begin by restating the submission requirement.
- vi. Narrative submission responses shall be written using at least 1.15 line spacing.

- vii. The Bidder's name shall be included in the Technical Response header.
- viii. Wording in exhibits and tables can be 10-point or greater font.

d. Section Four – Staffing and Pricing

- i. Completed RFP Attachment 6-Staffing and Pricing Sheets shall be prepared in accordance with the instructions in the attachment workbook.
- ii. The submitted bid price cannot be greater than the not-to-exceed amount defined for this Contract. The not-to-exceed amount in the initial Contract period ending June 30, 2020 is \$500,000.00. The not-to-exceed amount in any renewal period is \$3,000,000.00.
- iii. RFP Attachment 6 must be submitted as a spreadsheet, in its original and unaltered format, other than as necessary to complete the response sections of the Attachment. PDF and other alternate formats will not be accepted. No alterations to the format will be accepted.



OKLAHOMA

Health Care Authority

RFP Services: EQRO/QIO
RFP Number: 8070001252

Section D Evaluation and Award Instructions

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D.1. Evaluation Process

1. Following the closing of the RFP, an administrative review and evaluation process will be conducted to determine the responsiveness and priority of the received proposals, and to identify minor deficiencies or informalities.
 - a. Minor deficiency or minor informality means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
 - b. The OHCA may waive minor deficiencies or informalities in a bid if the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.
 - c. The OHCA may ask the Bidder to provide supporting documentation or clarifications for any information in the proposal before the meeting or at any time until Contract Award. Coordination prior to award may also include other meetings and teleconferences as needed.
 - d. Clarifications take place prior to final scoring. The evaluation team must mutually agree upon clarification requests. The evaluation team will submit clarification requests to the contract officer, who will obtain required information from the bidder and return those vendor responses to the evaluation team.
2. This Contract will be awarded to the Bidder whose response is deemed best value in accordance with the three-stage process outlined below:
 - a. Stage 1 - Mandatory Requirements
 - i. Stage 1 of the evaluation process will be an administrative review conducted in order to verify that proposal is complete and to determine compliance with the general guidelines, not-to-exceed pricing, and format requirements of this RFP as outlined in Section C.
 - ii. All responses passing Stage 1 of the review process will move on to Stage 2 – Best Value Evaluation.
 - b. Stage 2 – Best Value Evaluation
 - i. Stage 2 of the evaluation process will consist of a Best Value evaluation of the received responses, conducted by an evaluation team comprised of various subject matter experts knowledgeable in their respective fields.
 - ii. The following submittals will be reviewed and evaluated during Stage 2 of the review process.

1. Responses to Attachment 3b – SoonerCare EQRO-QIO Reference
 2. Responses to Attachment 4 – Key Personnel
 3. Responses to Attachment 5a – Technical Narrative and related attachments (5b and 5c) and forms (security certification, security specifications and hosting agreement)
- c. Stage 3 – Scoring of Attachment 6 – Staffing and Pricing shall be conducted separately using a predetermined method of calculation. The scoring shall be distributed to the evaluation team during this stage of the evaluation.
- d. Stage 4 – Bidder Demonstrations / Interviews
- i. Stage 4 of the evaluation process will consist, at the OHCA’s option, of an evaluation of Bidder Demonstrations in which selected Bidders will be required to demonstrate the technical capabilities of the organization. Bidders will be provided a demonstration script prior to the scheduled date of the Bidder Demonstrations and will be expected to adhere to this script in order to provide a comprehensive demonstration of their proposal. The evaluation team, consisting of various subject matter experts, will review and score the demonstrations based upon adherence to demonstration guidelines, demonstrated capabilities to meet the OHCA’s requirements and the Bidder’s understanding of the OHCA’s business and technical environment.
 - ii. Stage 4 of the evaluation process also may include interviews. Interviews are not guaranteed to be conducted, and the Bidder shall not expect that the OHCA will request interviews to give the Bidder an opportunity to strengthen the Bidder’s submitted proposal.
 - iii. The OHCA may invite some or all Bidders to participate in demonstrations and/or interviews. If only some Bidders are invited, the OHCA will invite Bidders with the highest evaluation scores from Stage 2 and Stage 3.
- e. Upon completing the final Stage of the evaluation, OHCA will determine final scores and may invite the highest scoring Bidder to proceed to contract negotiations prior to final contract award.

D.2. Competitive Negotiations of Proposals

1. In accordance with Oklahoma Statutes, Title 74 subsections 85.5, the OHCA of Oklahoma reserves the right to negotiate with one, selected, all or none of the Bidders responding to this RFP to obtain the best value for the OHCA. Negotiations could entail discussions on products, services, pricing, Contract terminology or any other issue that mitigate the OHCA’s risks. The OHCA will consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bidder’s proposal.
2. Bidders that contend they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
 - a. Negotiations may be conducted in person, in writing, or conference call. Negotiations conducted in person and conference call shall be documented in writing.

- b. Negotiations will only be conducted with potentially acceptable proposals. The OHCA reserves the right to limit negotiations to those proposals that received the highest rankings during evaluation Stages 2 and 3.
- c. Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the OHCA determines that a change in such requirements is in the OHCA's best interest.
- e. BEST and FINAL – the OHCA may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the Bidder shall not expect that the OHCA will ask for best and final offers to give the Bidder an opportunity to strengthen the Bidder's submitted proposal. Therefore, the Bidder must submit the best offer based on the terms and condition set forth in this RFP.

D.3. Contract Approval

In order to ensure OHCA's goal of securing enhanced Federal Financial Participation (FFP) and OHCA matching funds, any contract award may be contingent upon Federal, Oklahoma State, and OHCA review and approval. Every effort will be made by OHCA, both before and after selection, to expedite the approval procedure.

D.4. Notice of Award

A notice of award in the form of a purchase order or other contract documents resulting from this RFP shall be furnished to the successful Bidder and shall result in a binding Contract.

Notification of award shall also be posted on the OHCA website.

**ATTACHMENT ONE
PROPOSAL COVER PAGE**

**RFP Services: EQRO/QIO
RFP Number: 8070001252
OHCA Contracting Officer: Gina Kwiatkowski**

General Bidder Information

Company Name _____

Address _____

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

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

Contact Person and Title _____

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

E-mail Address _____ Website Address _____

CERTIFICATION REGARDING DEBARMENT AND COMPETITIVE BID

Bidder and any subcontractor certify to the best of its knowledge and belief, that they and their principals or participants:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
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;
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 the previous paragraph;
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;

5. Are 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;
6. Are 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
7. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.
 - e. 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. And,
8. Certify 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.

List certification exceptions, if any, below:

Bidder Authorized Signature	Certified This Date
Printed Name	Title

**ATTACHMENT TWO
CHECKLIST AND CORPORATE STABILITY**

**RFP Services: EQRO/QIO
RFP Number: 8070001252**

COMPLETE PROPOSAL

Please check to indicate that Bidder has submitted a completed version of each of the following:

- Attachment 1 Proposal Cover Page
- Attachment 2 Checklist and Corporate Stability
- Attachment 3a Reference List
- Attachment 4 Key Personnel
- Attachment 5a Technical Narrative (response need not be entered into attachment)
- Attachment 5b Relevant Experience – EQR-Related
- Attachment 5c Relevant Experience – Medical/Utilization Review
- Attachment 6 Staffing and Pricing
- Security Forms Security Certification, Security Specifications and Hosting Agreement (Bidder and any subcontractors identified in Attachment 5a)

- Signed RFP amendments if any have been posted.

Oklahoma Sales Tax Permit (type “X” at one below and provide permit number, if applicable):

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

Registration with the Oklahoma Secretary of State (type “X” at one below and provide filing number, if applicable):

- YES - Filing Number:
- NO - Signed exemption statement attached.

Certificate of Liability Insurance Coverage – Bidder is required to provide prior to award a certificate of liability insurance showing proof of compliance with Section B.15 of the OHCA Terms and Conditions

Document:

- The Certificate of Liability Insurance number:
- If you are exempt from the Workers’ Compensation Act, select this box and 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. 2011, § 311 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.)

PROPOSAL RESPONSE

- 1. Is the Proposal Response within the page limits set in RFP Attachment 5 – Technical Narrative? Yes No
- 2. Did you use the templates provided in this RFP without any modifications, color, font changes, and illustrations or similar? (Does not apply to Attachment 5) Yes No
- 3. Do you understand that your proposal may be disqualified if you fail to meet any of the above requirements? Yes No

BIDDER QUALIFICATIONS

Answer yes if you or one of your subcontractors meets the described standard. Identify subcontractors used to meet a standard in the notes table below. Include any other explanatory information in the notes table.

- 1. Do you meet all federal requirements to serve as an EQRO, as specified in 42 CFR 438.354? Yes No
- 2. Do you have experience providing EQR services on behalf of at least one state? Yes No
- 3. Are you certified as a QIO or QIO-like entity? Yes No
- 4. If no to question 3, are you in the process of obtaining QIO or QIO-like certification? (If yes to question 3, leave blank.) Yes No
- 5. Do you have experience providing medical and utilization review services on behalf of at least one state? Yes No
- 6. Do you have a minimum of three years of experience providing EQR and utilization review services? Yes No
- 7. Do you meet the additional Contractor requirements as specified in Section A.4 – Contractor requirements? Yes No

BIDDER QUALIFICATIONS NOTES

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CORPORATE STABILITY/RESOURCES

1. Does anything in the Bidder’s current financial and legal status, including credit rating, any pending judgment or litigation, or any real or potential financial reversal have the potential to significantly affect the Bidder’s ability to perform the work under this RFP throughout the contract term including renewals? If yes, please explain. Yes No

2. Has the Bidder had any contract action taken against it in the past five years including any opportunity to correct a breach or performance issues, implementation of a corrective action plan, contract penalties levied, payment reductions for non-performance, allegations of breach, termination with or without cause or any other contract action? If yes, please explain. Yes No

3. By submitting a response to this RFP, the Bidder states that the Bidder is financially capable of performing the duties of the Bidder and has sufficient capital to sustain ongoing services for at least two (2) months in the event of a temporary delay in the payment of contract expenditures. The Bidder understands payment is on a unit price or hourly basis only, depending on the service, and is made only after the goods or services have been received by the OHCA. Yes No

**Oklahoma Health Care Authority
Attachment 3a – Reference List**

Bidder Name:	
---------------------	--

Identification of Bidder References

Instructions: Complete the tables below to identify up to three references. The individuals listed in the tables should be provided with a copy of RFP Attachment 3b – SoonerCare HMP Reference, to be completed and returned directly to the OHCA. If the individual returning the form is not the same as the individual listed below, the OHCA may, at its discretion, choose not to include the information in the evaluation. If more than one evaluation form is returned from the same contract, the OHCA will not evaluate either form.

At least one reference must be from a state for which the Bidder served as an EQRO. If applicable, at least one reference should be for:

- A state in which the Bidder began EQRO operations at the time the state was transitioning to risk-based managed care
- A state in which the Bidder’s EQRO operations include both MCO and DBM contracts
- A state in which the Bidder’s operations include one or more of the QIO activities described in the RFP, as well as EQRO activities

The OHCA cannot be used as a reference for this RFP.

Reference 1:						
Scope of Services (check all applicable)	EQRO		QIO		Other	
Brief Description of Service Scope						
Reference First and Last Name:						
Reference Title:						
Address:						
Telephone:						
Email:						

Reference 2:						
Scope of Services (check all applicable)	EQRO		QIO		Other	
Brief Description of Service Scope						
Reference First and Last Name:						
Reference Title:						
Address:						
Telephone:						
Email:						

Reference 3:						
Scope of Services (check all applicable)	EQRO		QIO		Other	
Brief Description of Service Scope						
Reference First and Last Name:						
Reference Title:						
Address:						
Telephone:						
Email:						

Oklahoma Health Care Authority
Attachment 3b – SoonerCare EQRO-QIO Reference

Instructions to Bidder: Enter Bidder Name and Reference organization and name. Reference organization and name must match the name provided on RFP Attachment 3a.

Bidder Name:	
Reference Organization:	
Reference Name:	

Instructions to SoonerCare EQRO-QIO Reference:

Thank you for agreeing to serve as a reference for the above-named Bidder. The Oklahoma Health Care Authority appreciates your assistance with our evaluation process for selection of an EQRO for our SoonerSelect managed care program. The contractor also will be performing QIO activities for our fee-for-service program. Please answer the reference questions to the best of your ability. If you need assistance, please contact Gina Kwiatkowski at 405-522-7178 or gina.kwiatkowski@okhca.org.

Once completed, please email the form in its entirety to procurement@okhca.org or fax it to 405-530-3457. Please include the RFP number (RFP 8070001252) either in the email subject line or on the fax cover page.

To be included in our evaluation, the completed reference form must be received no later than January 7, 2021 at 3:00pm Central Time. References received after the deadline will not be reviewed.

Individual Completing Reference

Name	
Title:	
Organization:	
Address:	
Telephone:	
Email:	

Reference Name _____

Relationship to Bidder and Knowledge of Bidder Performance

Please describe your relationship to the Bidder (e.g., contract manager) and rate your knowledge of the Bidder’s performance.

Relationship to Bidder				
Knowledge of the Bidder’s overall performance (place an X in the appropriate box)	Very Knowledgeable	Somewhat Knowledgeable	Not very Knowledgeable	Not at all Knowledgeable

Bidder Performance

Please rate the Bidder’s performance on each of the attributes listed below by placing an “X” in the appropriate box. If the performance has improved or worsened, please rate the current performance but note the change in the comment section. When rating, please use the following scale:

- Excellent – Consistently exceeds (or exceeded) contract requirements
- Satisfactory – Consistently meets (or met) contract requirements
- Unsatisfactory – Does not (or did not) consistently meet contract requirements (Please include a comment as to the basis for your dissatisfaction)

Performance Attribute	Excellent	Satisfactory	Unsatisfactory	Not Applicable/ Unable to Rate
Implementing program in accordance with contract schedule				
Operating within contract budget				
Validating Managed Care Entity (MCE) Performance Improvement Projects				
Validating MCE performance measures				
Reviewing MCE compliance with Medicaid and CHIP managed care regulations				
Validating MCE network adequacy				
Validating MCE encounter data				
Administering or validating quality-of-care surveys				
Calculating additional performance measures				
Implementing additional performance improvement projects				
Assisting with quality rating of MCOs, PIHPs or PAHPs				

Reference Name _____

Performance Attribute	Excellent	Satisfactory	Unsatisfactory	Not Applicable/ Unable to Rate
Conducting information systems capabilities assessment				
Evaluating MCE corrective action plan implementation				
Conducting pre-operational MCE readiness reviews				
Preparing annual report of EQRO findings and recommendations				
Assisting with implementation of Medicaid agency quality improvement strategy				
Evaluating MCE EPSDT compliance				
Providing medical and utilization review services (QIO activity)				
Intervention and education of providers with identified quality-of-care issues (QIO activity)				

Comments

Please provide any comments below that would help us to understand the Bidder’s performance and your ratings of its performance. In particular, please elaborate on the reason(s) for any Unsatisfactory ratings.

Thank you for your assistance.

**Proposal Attachment Four
Key Personnel**

Instructions: Enter the required information and attach job descriptions and resumes (if applicable) for each position. Include FTE status for positions that are not mandatory full-time. You may include additional Key Personnel positions in the blank rows and may create additional rows, if needed.

RFP Position	Bidder Title	FTE Status	Name (if known)
Project Director			
Project Manager		1.0	
Medical Director			
PhD Statistician			

ATTACHMENT 5A TECHNICAL NARRATIVE QUESTIONS

The Technical Narrative Questions are designed to help OHCA learn about the technical capabilities of the proposed solution. The responses to each of the questions in this section will be evaluated and the score will be one component of the selection criteria.

The Technical Proposal must contain the elements listed below, in the order shown. Mandated forms/templates are included in the Bidder's library.

Page limits are provided by question. Each response must begin at the top of a new page and must restate the question. The OHCA will not review material in excess of the page limits.

1. **Corporate Information** – Provide an overview of the Bidder's organization. Also provide the following information for the Bidder and for the Bidder's parent organization, inclusive of all subsidiaries and affiliated companies, if applicable: Date established; organization type (corporation or other); headquarters; for-profit or non-profit status; revenues in most recent complete fiscal year; and number of employees. (3 pages)
2. **Subcontractors** - If you are proposing to use subcontractor(s) for any portion of the scope-of-work, provide the corporate information for each subcontractor. Describe the activities to be performed by your subcontractor(s) and how you will monitor their work to ensure compliance with Contract requirements. (3 pages per subcontractor)
3. **Relevant Experience - EQR** - Describe your experience, and that of any subcontractors, providing EQR services on behalf of state Medicaid programs. Discuss any Value Based Purchasing component to your contract(s) and whether you received full or partial VBP payments. Complete and include directly behind your narrative response Attachment 5b, summarizing relevant experience by state (3 pages, excluding Attachment 5b).
4. **Relevant Experience – Medical/Utilization Review** - Describe your experience, and that of any subcontractors, providing medical/utilization review services on behalf of state Medicaid programs. Discuss any Value Based Purchasing component to your contract(s) and whether you received full or partial VBP payments. If you or a subcontractor are not yet certified as a QIO or QIO-like entity, describe your process for obtaining certification within the timeline specified in Section A, Scope of Work. Complete and include directly behind your narrative response Attachment 5c, summarizing relevant experience by state (3 pages, excluding Attachment 5c).
5. **Non-Compliance** – Describe any instances of non-compliance with respect to the contracts identified in your response to questions 3 and 4. Also identify any instances of non-renewal or early renewal for EQRO or medical/utilization review contracts, whether or not included in your responses to questions 3 and 4. For each finding of non-compliance, describe the nature of the issue, the date of the finding, any sanctions levied and how the non-compliance was corrected. The non-compliance information can be limited to January 1, 2016 or later. (No page limit)

6. **Proposed Approach – Validation of Performance Improvement Projects (PIPs)** - Describe your approach to performing timely, accurately and in accordance with federal regulations the validation of MCE PIPs, including assessment of the PIP methodology and verification of findings. Discuss how your relevant experience informs your proposed approach. (5 pages)
7. **Proposed Approach – Validation of Performance Measures** - Describe your approach to performing timely, accurately and in accordance with federal regulations the validation of MCE performance measures, including your sampling approach(es) for data validation and complete analysis activities. Discuss how your relevant experience informs your proposed approach. (5 pages)
8. **Proposed Approach – Review of Compliance with Medicaid and CHIP Managed Care Regulations** - Describe your approach to reviewing MCE regulatory compliance, establishment of compliance thresholds, pre-onsite, onsite and post-onsite activities. Discuss how your relevant experience informs your proposed approach. (5 pages)
9. **Proposed Approach – Validation of Network Adequacy** - Describe your approach to validating the adequacy of MCE provider networks and their compliance with SoonerSelect access standards. Discuss how your relevant experience informs your proposed approach. (5 pages)
10. **Proposed Approach – Validation of Encounter Data** - Describe your approach to performing timely and accurately the validation of MCO/DBM encounter data. Address your sampling approach(es) for data validation and analysis activities as part of your response Also discuss any encounter data completeness issues you have identified in other states and how you assisted in resolving these issues. Discuss how your relevant experience informs your proposed approach. (5 pages)
11. **Proposed Approach – Administration or Validation of Quality of Care Surveys** - Describe your approach to performing timely and accurately the administration or validation of MCE quality of care surveys. For survey administration, address your sampling approach(es) and methods for maximizing response rates; for survey validation address sampling approach(es) and analysis activities as part of your response. Discuss any issues you identified in other states with MCE quality of care survey data validation and how assisted in resolving these issues. Discuss how your relevant experience informs your proposed approach. (5 pages)
12. **Proposed Approach – Calculation of Additional Performance Measures** - Describe your approach to performing timely and accurately the calculation of additional performance measures, including measure selection, preparing for measurement, calculating the measure(s) and reporting results. Discuss how your relevant experience informs your proposed approach. (3 pages)
13. **Proposed Approach – Implementation of Additional PIPs** - Describe your approach to performing timely and accurately the implementation of additional PIPs. Address your

sampling and data collection approach(es) as part of your response. Discuss how your relevant experience informs your proposed approach. (3 pages)

14. **Proposed Approach – Conducting Focus Studies of Health Care Quality** - Describe your approach to performing timely and accurately focus studies of health care quality. Address your approach to plan development and data collection as part of your response. Discuss how your relevant experience informs your proposed approach. (3 pages)
15. **Proposed Approach – Information Systems Capabilities Assessment** - Describe your approach to performing timely and accurately the information systems capabilities assessment activity. Discuss assessment finding issues you have identified in other states and how you have assisted the state to resolve these issues. Discuss how your relevant experience informs your proposed approach. (5 pages)
16. **Proposed Approach – MCE Readiness Reviews** – Describe your proposed approach to performing MCE readiness reviews. Discuss development of review guide(s) by operational area, pre-onsite, onsite and post-onsite activities, including development of findings and recommendations based on assessment of MCE readiness. Discuss how your relevant experience informs your proposed approach. (5 pages)
17. **Proposed Approach – Supporting other Quality Improvement Initiatives** – Describe your approach to assisting the OHCA with the following quality improvement initiatives and activities. Discuss how your relevant experience informs your proposed approach. Separately address:
 - Monitoring of MCE corrective action plans
 - Organizing and holding periodic quality forums
 - Performing annual evaluation of MCE compliance with EPSDT requirements
 - Assisting the OHCA to implement the agency’s quality improvement strategy, including development of a quality rating system for program MCEs(5 pages)
18. **Proposed Approach – EPSDT Compliance** – Describe your approach to performing annual evaluation of MCE compliance with EPSDT requirements. Discuss how your relevant experience informs your proposed approach. (3 pages)
19. **Proposed Approach – Utilization Review, Quality-of-Care Review and DRG Validation Activities** – Describe your approach to performing timely, accurately and in accordance with federal regulations the utilization review, quality-of-care review and DRG validation activities outlined in Section A of the RFP. Discuss how your relevant experience informs your proposed approach. (5 pages)
20. **Key Personnel Staffing Model** – Describe your proposed model for staffing Key Personnel positions and for managing EQRO and QIO activities and ensuring timely completion of all EQRO and medical/utilization review activities. (3 pages)

21. **Implementation/Workplan** – Describe your process for ensuring timely implementation of the contract. Identify potential barriers to implementation and how you propose to address them. Discuss any barriers to implementation encountered with respect to the contracts presented in your responses to item 3, and whether these resulted in any delay(s) to the contract(s) going live on schedule. Also include an implementation plan in Gantt format that shows major tasks (with start and completion dates) and implementation milestones. (5 pages, excluding implementation plan)
22. **EQRO Report Example** – Provide the most recent available EQRO annual report for one of the states identified in Attachment 3a – Reference List. The report can be included as a standalone PDF file. (1 page, excluding EQRO report)
23. **Quality Assurance** – Describe your proposed approach to ensuring the accuracy and consistency of staff performing EQR and QIO activities. In your response, address employee training, performance monitoring and corrective action steps. (3 pages)
24. **Data Management and Security** – Describe your proposed approach to meeting RFP data management and security requirements outlined in Sections A and B of the RFP. In your response, describe:
- The extent to which applications and products provided under the Contract, especially those facing public networks, are penetration tested by an accredited external firm and provide the names of any such firms.
 - The extent to which, and in what format, the Supplier will share the results of such penetration tests and improvement and corrective actions planned or taken.
 - The extent to which the Supplier regularly conducts internal security reviews, assessments, and/or penetration tests of products provided under the Contract.
 - The extent to which, and in what format, Supplier will share the results of such internal security activities, improvement and corrective actions planned or taken.
 - The extent to which any software components contain hard-coded passwords or other credentials.
 - The extent to which Supplier allows customers to penetration test products, systems, and/or services provided under the Contract.
 - The method by which Supplier conducts security patching of products on a regular basis.
 - The extent to which Privacy by Design or similar principles have been incorporated, if products and/or services provided under the Contract involve access, storage or processing of State or citizen data,

Complete and include as standalone files Solicitation Forms 8070001252-Security Certification and 8070001252-Security Specifications. Also sign and include as a standalone file 8070001252-Hosting Agreement. The three forms must separately be completed both by the Bidder and by any subcontractor identified in your response to Submission item 2, “Subcontractors”. (10 pages, excluding required form)

25. **OHCA Data Access** – Describe your proposed approach for facilitating OHCA electronic access to contractor clinical data stored in your information system, when required by the OHCA for quality improvement and program integrity purposes. (3 pages)

26. **Value-Added Services** – Describe any value-added services outside of the RFP scope-of-work that you propose to offer and explain their relevance to the program. Note that value-added services are not separately compensable. (3 pages)

ATTACHMENT 5B EQR-RELATED EXPERIENCE

Bidder Name:	
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General Instructions

Provide the requested information for each state in which the Bidder or Bidder’s subcontractor was contracted to perform one or more of the EQR-related activities identified in the RFP. (Identify the organization in the “Contract held by” cell.) Add rows if needed. Use the space provided for any necessary explanatory notes.

Experience – Mandatory EQRO Activities

Ref	State	Contract held by	Contract Month/Year		Program Type(s) (check all that apply)				Activities (check all that apply)			
			Start	End (or ongoing)	MCO	DBM	Other Risk-Based	FFS	PIP Validation	Performance Measure Validation	Regulatory Compliance	Network Adequacy
1												
2												
3												
4												
5												

Experience – Optional EQRO and EQR-Related Activities (continuation of table)

Ref	State	Activities (check all that apply)										
		Encounter Data Validation	Administration or Validation of Quality of Care Surveys	Calculation of Additional Performance Measures	Implementation of Additional PIPs	Conducting Focus Studies	Assist with Quality Rating of Plans	MCO/DBM Readiness Reviews	MCO/DBM CAP Monitoring	Holding Quality Forums	Evaluation of MCE EPSDT compliance	Assisting with Agency QI Strategy
1												
2												
3												
4												
5												

Notes

**ATTACHMENT 5C
MEDICAL-UTILIZATION REVIEW EXPERIENCE**

Bidder Name:	
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General Instructions

Provide the requested information for each state in which the Bidder or Bidder’s subcontractor was contracted to perform one or more of the medical/utilization review activities identified in the RFP. (Identify the organization in the “Contract held by” cell.) Add rows if needed. Use the space provided for any necessary explanatory notes.

Experience – Medical/Utilization Review Activities

Ref	State	Contract Held by	Activities (check all that apply)			
			Retrospective Reviews – Hospital Observations	Retrospective Reviews – PAM	Retrospective Reviews – DRG Validation	Education and Quality Interventions
1						
2						
3						
4						
5						

Notes