



State of Oklahoma
Office of State Finance
Information Services Division

Solicitation

1. Solicitation #: 3400001120 2. Solicitation Issue Date: 07/09/2012

3. Brief Description of Requirement:

The State of Oklahoma Office of State Finance/ISD Procurement is currently seeking proposals on behalf of the Oklahoma State Department of Health (OSDH)-

for a Medical Claims Clearinghouse (Clearinghouse) to provide effective and cost efficient claim processing, eligibility verifications, exceptional customer service, timely and accurate reporting, and associated reports and administrative functions.

4. Response Due Date¹: 08/21/2012 Time: 3:00 PM CST/CDT

5. Issued By and Return Sealed Bid To:

Personal, Common Carrier or U.S. Postal Delivery:

Office of State Finance

ISD Procurement Attn: Front Desk/Hurtisine Franklin

3115 N. Lincoln Blvd.

Oklahoma City, OK 73105

6. Solicitation Type: Request for Proposal

7. Requesting Agency: State of Oklahoma Department of Health

8. Procurement Specialist:

Name: Hurtisine Franklin

Phone: (405) 521-6419

Email: Hurtisine.Franklin@osf.ok.gov

¹ Amendments to solicitation may change the Response Due Date



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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written modification to a contract.
- A.1.3. "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4. "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5. "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9. "COTS" means Commercial off the Shelf.
- A.1.10. "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11. "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12. "Close of business" means 5:00PM Central Time.
- A.1.13. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.14. "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.15. Minor Deficiency or "minor informality" means an immaterial defect in a p or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. 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.
- A.1.16. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.17. "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.18. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.19. "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.20. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of State Finance.
- A.1.21. "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.22. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing. For IT and Telecommunication



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purchasing, references in Oklahoma Central Purchasing Act and Oklahoma Administrative Code 580 to the "State Purchasing Director" shall be replaced with the "State Chief Information Officer". For this RFP, the same effect shall apply;

- A.1.23. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

- A.2.1. Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2. Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OSF-FORM -004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5. All offers submitted shall be subject to the Oklahoma Central Purchasing Act, the Central Purchasing Rules, the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- A.2.6. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit an proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.2.8. Offeror should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", DCS-FORM-CP-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State.
- A.3.3. It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.



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A.4. Offer Change

If the offeror needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

By submitting an offer to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this solicitation 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;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject To Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Offer

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

A.9. Legal Contract

- A.9.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.9.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.



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- A.10.2. Offerors guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.
- A.10.4. All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Firm Fixed Price

Unless the solicitation specifies otherwise, an offeror shall submit a firm, fixed price for the term of the contract.

A.12. Pricing Requirements

If offeror pricing does not meet requirements of a solicitation, the offer may be considered non-responsive.

A.13. Manufacturers Name And Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.14. Rejection of Offer

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

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

A.15. Award of Contract

- A.15.1. The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.15.4. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.16. Contract Modification

- A.16.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.16.2. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of State Finance in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.



A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.18. Invoicing and Payment

- A.18.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.20.2. The contractor(s) is required to retain records relative 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 the seven-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.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.



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- A.24.2. The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.24.3. If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.25.2. If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.26. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.27. Employment Relationship

The contract does not create an employment relationship. Individuals performing services required by this solicitation or a resulting contract are not employees of the State of Oklahoma or the procuring agency. The contractor's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

A.28. Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007

By submitting an offer for services, the offeror certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 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.

A.29. Compliance With Applicable Laws

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the contractor shall maintain all applicable licenses and permit requirements.

A.30. Gratuities

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

A.31. Preclusion From Resulting Contracts

Any contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

A.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.32.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.



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- A.32.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.32.3. Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.32.4. Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.33. Background Checks and Verifications

At the sole discretion of the State, the contractor may be subject to user background checks. The contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.

A.34. Confidentiality

- A.34.1. Pursuant to Title 62 O. S. §34.12.(C). "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

- A.34.2. The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.34.3. The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.35. Unauthorized Obligations

At no time during the performance of this contract shall the contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, contractor shall cease the project and contact agency for approval prior to proceeding.

A.36. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d. and OAC 580:15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the contractor, from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards



("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

A.37. Patents and Copyrights

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, contractor's obligations are as outlined immediately below.

- A.37.1. If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall then give the State a refund equal to the net book value for the product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line accounting method of depreciation.

- A.37.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.38. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.38.1. Equal Opportunity and Discrimination

The contractor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.38.2. Lobbying

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.38.3. Drug-Free Workplace

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.38.4. Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.



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A.39. Assignment

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

A.40. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.41. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.42. Licensed Software

- A.42.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.
- A.42.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.43. Conflict of Interest

Contractor must disclose any contractual relationship or any other relevant contact with any State personnel, or other State contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contacts.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's employees performing services for the State are required to disclose any outside activities or interest that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

A.44. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

A.45. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.45.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.
- A.45.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.
- A.45.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.
- A.45.4. The State of Oklahoma IT Security Policies may be found at:

<http://www.ok.gov/OSF/documents/InfoSecPPG.pdf>



A.46. Offshore Services

No offshore services are provided pursuant to this contract.

A.47. Failure to Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the sole discretion of the State of Oklahoma's chief Information Officer, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.48. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.49. Compliance with Technology Policies

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.50. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.51. Ownership Rights

- A.51.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.51.2. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.52. Right of Use

- A.52.1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.
- A.52.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State a non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- A.52.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.53. Source Code Escrow Reference Title 62 O.S. 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, 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 the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

- A.53.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:



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- a) A bona fide material default of the obligations of the contractor under the agreement with the agency;
- b) An assignment by the contractor for the benefit of its creditors;
- c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the 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 the contractor's property;
- f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
- g) The ceasing of a contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

A.53.2. As used in this section:

- a) "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
- b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.54. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.55. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.56. Mandatory and Non-Mandatory Terms

- A.56.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.
- A.56.2. Whenever the terms "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 shall not be cause for rejection.

A.57. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.



B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- B.1.1. Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.
- B.1.2. ACA -Affordable Care Act
- B.1.3. AMBA - American Medical Billing Association
- B.1.4. Carrier -Insurance Company, health plan or payor
- B.1.5. CDC -Centers for Disease Control
- B.1.6. CHD -County Health Departments
- B.1.7. CMS- Centers for Medicare & Medicaid Services
- B.1.8. CPC- Certified Professional Coder
- B.1.9. CPT - Code Current Procedural Technology Codes, which are the numbers assigned to every task and service a medical practitioner may provide to a patient including medical, surgical and diagnostic services.
- B.1.10. Data Match -Identifying a recipient on OSDH data files who appears on an insurance eligibility data file
- B.1.11. Electronic Data- The computer-to-computer transfer of business-to-business document transactions and Interchange (EDI) Information between trading partners
- B.1.12. EOB -Explanation of benefits
- B.1.13. PCS -Healthcare Common Procedure Coding System: A comprehensive, standardized system that classifies similar products, that are medical in nature, into categories for the purpose of efficient claims processing
- B.1.14. ICD9/10 - International Statistical Classifications of Diseases, alphanumeric designations given to every diagnosis, description of symptoms and cause of human death
- B.1.15. HP - Hewlett-Packard is the fiscal agent for claims processing for the Oklahoma Medicaid agency.
- B.1.16. Medical Coding - The process of converting narrative descriptions of diseases, injuries, and healthcare procedures into numeric or alphanumeric designations such as ICD-9/10, HCPCS, and CPT codes
- B.1.17. Medical Director- Medical practitioners under whose direction clinical services are performed
- B.1.18. NCCI -National Correct Coding Initiative developed by CMS to promote national correct coding methodologies and to control improper coding leading to inappropriate payment of claims.
- B.1.19. OCCHD - Oklahoma City-County Health Department
- B.1.20. OHCA - Oklahoma Health Care Authority, the single Oklahoma State, Medicaid agency
- B.1.21. OSDH- Oklahoma State Department of Health
- B.1.22. PHOCIS - Public Health Oklahoma Client Information System
- B.1.23. PIBP -Private Insurance Billing Project
- B.1.24. Public Health Entity - An entity that provides public health services: county health department, city-county health department, etc.
- B.1.25. Public Health Network - The network of public health departments in Oklahoma consisting of three autonomous
Entities; the Oklahoma State Department of health, the Tulsa City-County Health Department, and the Oklahoma City-County Health Department
- B.1.26. TCCHD- Tulsa City-County Health Department

B.2. Contract Term, Renewal and Extension

- B.2.1. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be **five (5)** options to renew, each for duration of one (1) year.
- B.2.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.
- B.2.3. The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.
- B.2.4. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.3. Contractors and Sub-Contractors Obligations

- B.3.1. The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.
- B.3.2. All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.
- B.3.3. All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.
- B.3.4. Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warranties

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.5. Agencies Policies

- B.5.1. Protecting and Securing Protected Health Information

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Parts 142, 160 and 164 and HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations is applicable to this contract, Contractor, its officers and employees (collectively, "Contractor") and Oklahoma State Department of Health ("OSDH"), together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, The Parties agree they will:

- (a) not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;

- (b) protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;
- (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;
- (d) ensure that all of its subcontractors, contractors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;
- (e) Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OSDH Privacy Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract. Contractor will mitigate any harmful effects from the breach of confidentiality, privacy or security as required by law. Any notice required to be issued under the HITECH Act shall be coordinated with OSDH.
- (f) The parties intend that each shall be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for all claims, liabilities, costs and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;
- (g) safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;
- (h) Contractor agrees to provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days;
- (i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request;
- (j) Contractor agrees to provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request;
- (k) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534 within 30 days of request;
- (l) upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (m) comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA.
- (n) Contractor agrees that PHI or provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OSDH;
- (o) Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8.
- (p) Contractor agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- (q) Contractor shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OSDH of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or by exercising reasonable diligence, would have been known to Contractor. Contractor shall provide such notification to OSDH without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the required elements required in 45 CFR § 164.410.
- (r) Contractor shall report to the OSDH any use or disclosure of PHI which is not in compliance with the terms of this Contract of which it becomes aware. Contractor shall report to OSDH any Security Incident of which it becomes aware. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure,

modification or destruction of information or interference with practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

The Parties agree to abide by any determination made by OSDH as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by Organization pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the other Party as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

B.6. Personnel Changes

- B.6.1. If it becomes necessary for the Contractor to modify the staffing plan from that originally proposed, that personnel assigned to the project will be of equivalent education and experience as those originally proposed. This also applies to the use or substitution of subcontractors.
- B.6.2. Changes to the staffing plan following award of a contract must be approved, in writing and in advance, by the OSDH Contract Monitor, which shall not be unreasonably withheld. In the event such a staffing change becomes necessary, the Contractor shall make a written request to the OSDH Contract Monitor, including the resume or other description of the qualifications and experience of the proposed alternate and, if appropriate, a justification for the change. The Contractor shall be responsible for ensuring individuals with similar qualifications and experiences are provided as alternates. The OSDH reserves the right to interview the proposed alternate (via telephone or in person) and accept or reject the proposed change

B.7. Invoicing

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items: The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Health Planning & Grants/Contract Monitor Implementation Grant– Clearinghouse
1000 NE 10th Street Oklahoma City, Oklahoma 73117-1299

Invoices will contain the following

- Name,
- Address,
- FEI number
- Invoice date,
- Period covered by invoice,
- Purchase order number
- Detail of the services provided and be in accordance with the terms and conditions of this agreement
- Any other data, reports, information or documentation that maybe required by other conditions of the contract.

The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation. The Contractor assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization. The Contractor further assures that all billings will be based on actual costs incurred and paid. At this point there is no contract in place.

B.8. Contract Monitoring

The resulting contract will be monitored by OSDH to insure compliance with the Terms and Conditions of the contract. Typical monitoring activities may include the following:

- Contractor site visits,
- review of contractually required deliverables
- invoice review,
- and verification of licensure
- and/or insurance required and other monitoring activities.

All communications related to this contract will be between the Contractor's Contact Person and the OSDH Contract Monitor. Contact information for the OSDH Contract Monitor will be provided upon contract award.

B.9. Contractor Relationship

In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the State of Oklahoma Office of State Finance/ISD Procurement acting on behalf of the State of Oklahoma State Department of Health and the Contractor for the contract resulting from this RFP is that of a vendor.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

The State of Oklahoma Office of State Finance/ISD Procurement is currently seeking proposals on behalf of the Oklahoma State Department of Health (OSDH) for a Medical Claims Clearinghouse (Clearinghouse) to provide effective and cost efficient claim processing, eligibility verifications, exceptional customer service, timely and accurate reporting, and associated reports and administrative functions. OSDH desires to determine the most efficient and cost effective medical billing process for claims filed on behalf of Medicaid and Medicare eligible individuals who receive services at OSDH county facilities and may elect at any time during the agreement period to expand utilization of this contract to include Medicaid and Medicare claims. OSDH seeking to achieve its dual goals of strengthening the capacity of the Network to bill private health insurance plans and to ensure that the most efficient and cost effective processes are utilized for Medicaid and Medicare billing. OSDH requests offerors provide a proposal that includes pricing options that would take into account the claim volume scalability of all billable services provided by OSDH.

- C.1.1. The primary purpose of this project is to strengthen the capacity of the Oklahoma Public Health Network (Network) in the area of billing private health insurance plans for services provided to health plan members.
- C.1.2. The secondary purpose of this project is to explore the option to process the OSDH Medicare and Medicaid claims through the Clearinghouse

The contract to be awarded as a result of this RFP is primarily intended for utilization by the OSDH. However, Tulsa City-County Health Department (TCCHD) and Oklahoma City-County Health Department (OCCHD) have requested the option of also utilizing the Supplier selected and the contract awarded as a result of this RFP to process medical claims resulting from services provided by those entities. OCCHD and TCCHD each retain the right to conduct independent procurement and contracting processes, as each entity determines to be in its best interest.

C.2. Background

The Commissioner of Health has direction over the Oklahoma State Department of Health (OSDH) and all of the county health departments in Oklahoma with the exception of the two City-County Health Departments; the Tulsa City-County Health Department (TCCHD) and the Oklahoma City-County Health Department (OCCHD). Although OSDH, OCCHD and TCCHD operate independently they work together as partners to comprise the Oklahoma Public Health Network (Network). The objectives of the Public Health Network are to protect and promote health in the State as well as, to prevent disease and injury, and to assure the conditions by which the citizens of Oklahoma can be healthy.

The OSDH consists of a central office staff and 68 counties with health departments under the direction of the Commissioner of Health. Within these 68 counties, there are 88 locations with an annual caseload of over 800,000 clients. Approximately 1 million visits are recorded annually with over 5 million services provided each year.

In addition to the counties that are under the direction of the Commissioner of Health, there are two (2) city-county health departments. The OCCHD has three locations. OCCHD has an annual caseload of over 54,000 clients that are seen in the clinic for direct services. Approximately 76,000 visits are recorded annually with over 378,000 services provided each year. Tulsa City County Health Department (TCCHD) has three main locations and 4 satellite locations. TCCHD has an annual caseload of 75,000 clients that are seen in the clinic for direct services. Approximately 112,000 visits are recorded annually with over 500,000 services provided each year. OSDH recognizes that not all of the services described above would be considered billable services (See Attachment A).

OSDH has secured "Preventable and Public Health Fund (Affordable Care Act) – Immunization Program" grant funding, from the federal government through the Centers for Disease Control and Prevention (CDC) to develop infrastructure and implement a system for billing insurance carriers for privately insured individuals who access public health services. The objective of the grant is to recoup the costs of immunizations and other services from the private insurance plans of insured individuals who access Oklahoma Public Health Network services.

The primary focus of the grant funding is directed at strengthening the ability of grantees to bill private insurers for immunization services, the system implemented to bill for immunization services is expected to be used to submit claims to insurance carriers for all eligible services provided to their members by the Network using the Public Health Model of service delivery. The system may also be used to submit Medicaid and Medicare claims.

The Public Health Model varies from the private sector model. While both models utilize the services of mid- level or higher providers (nurse practitioners, nurse midwives, physician's assistants, and physicians), the Public Health Model utilizes Standing Guidelines and Orders written and signed by the County Health Department Medical Director. The Standing Guidelines and Orders allow for services to be provided by registered nurses in compliance with the guidelines and orders and within the scope of practice

In addition to immunizations, the Network provides a wide range of services to Oklahomans. These additional services include family planning, tuberculosis treatment and follow up, and treatment of sexually transmitted diseases. Child health services that are provided by the Network include Child Guidance (including behavioral; speech, and child development services); audiology and early intervention services for children ages 0-3 that are at risk for developmental delay or disability; WIC (Women, Infants & Children), and Children First (home visitation for first time mothers). Other services provided relate to tobacco cessation, dental care, education, lactation consultation, maternity services, adult screenings, newborn metabolic screening (laboratory and follow up),

newborn hearing screening, public health laboratory, and more. The Network functions as a “gap-filler” and does not compete with the private sector providers

Oklahoma passed legislation requiring all Oklahoma regulated health plans to recognize the public health model of care and reimburse public health for services rendered to their plan members. This legislation is titled OK HB 1397. The primary language of OK HB 1397 providing authorization for the OSDH is referenced below. Additionally, similar sections were included in the bill that provides authorization for both TCCHD and OCCHD.

OK HB 1397: “Perform any and all health-related services, within the scope of practice, as prescribed by state law, by the State Board of Health, or by standards of care for medical services. When the Department provides a health-related service to any person covered by an applicable health insurance plan, the Department may submit a claim for said service to the appropriate insurance company, health maintenance organization or preferred provider organization. Upon receipt of the claim, said insurance company, health maintenance organization or preferred provider organization shall reimburse the Department for the service provided in accordance with the standard and customary rate schedule established by the plan. All health insurance plans doing business in Oklahoma shall recognize the public health service delivery model utilized by the Department, as an appropriate provider of services for reimbursement.”

It is in this regard that the Network is developing capacity and building infrastructure to implement a system to recoup the cost of public health services from private plans of fully covered clients/patients in the State of Oklahoma.

For more information regarding the services provided by the Public Health Network in Oklahoma, see the OSDH website (www.health.ok.gov), the OCCHD website (<http://www.occhd.org>) and TCCHD website (<http://www.tulsa-health.org>).

C.3. Current Billing Process- Overview

The Oklahoma State Department of Health currently does not bill private insurance companies for services provided to individuals at county health department facilities. However, in a 2010 client survey, OSDH identified that approximately 25% (range of 15-30% by survey pilot site) of individuals seeking services at OSDH county health facilities reported having private insurance coverage. It is this portion of the population served for which claims are to be submitted to private insurance carriers. OSDH currently does bill Medicaid for eligible individuals who receive services at county health department facilities.

There are currently two processes used to bill the Oklahoma Health Care Authority (OHCA), the State’s Medicaid agency, for Medicaid claims. These are electronic file transfer and manual data entry billing. Services such as Family Planning, Immunization, Early Intervention, Public Health Laboratory, and Newborn Metabolic Lab utilize the electronic file transfer billing method. Using electronic file transfer billing, OSDH Information Technology staff extracts eligibility information on patient encounters for the previous month’s activity from the Public Health Oklahoma Client Information System (PHOCIS). The eligibility information is compiled into a 270 file and forwarded to Hewlett-Packard (HP), the fiscal agent for claims processing for OHCA. HP returns a 271 file that reflects eligibility status for those clients specific to the date of service. For any records where there is a name/number mismatch, a staff member verifies the potential match and updates PHOCIS insurance module. After eligibility is determined for the clients, those encounters are compiled into 837 claim submission file and sent to HP. After the 837 file processes, HP sends an 835 file providing claim outcomes (paid, denied, pended, etc). Finally, a warrant for payment is received the following week. We receive an 835 file only for one billing provider number (Newborn Screening). We receive a non-standard Universal Claims Extract (UCE) for other billing provider numbers (EPSDT, Family Planning, Lab, etc.).

Other programs such as Child First, Maternity, Guidance, and Child Health bill manually through data entry to the web-based billing portal provided by HP.

C.4. Specifications/Requirements

The successful contractor shall be responsible for processing claims for the OSDH. Offerors must provide a detailed response and description of how the offeror will provide and implement each of the items contained in this section.

*Items marked as "Mandatory" requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed system to be determined responsive. "Non-mandatory Items" are value-added attributes or conditions such as capabilities, knowledge, skills, or experience. Ability to meet Non-Mandatory requirements will be considered in evaluation of proposals. **Items identified as Informational are for information purposes only and will not be included the evaluation process.***

C.4.1. Claims Processing /Billing

C.4.1.1. Offeror must complete the table below, illustrating claims processing capacity based on its 2011 book of business.

ITEM	QUANTITY
Total number of claims filed with any payor	
Percentage of the total claims filed that were Medicaid claims	
Percentage of the total claims filed that were Medicare claims	
Percentage of the total claims filed that were commercial Payor Claims	
Percentage of total claims filed that were denied (no payment was received)	
Percentage of the total claims denied that were Medicaid claims	
Percentage of the total claims denied that were Medicare claims	
Percentage of the total claims denied that were commercial Payor Claims	
Percentage of total claims filed that were paid in full (amount received equaled the amount billed)	
Percentage of the total claims paid in full that were Medicaid claims	
Percentage of the total claims paid in full that were Medicare claims	
Percentage of the total claims paid in full that were commercial Payor Claims	
Average (mean) claims processing turnaround time from date receive by bidder to date paid or rejected	
Percentage of Medicaid claims paid/rejected within 30 days of receipt	
Percentage of Medicare claims paid/rejected within 30 days of receipt	
Percentage of Commercial claims paid/rejected within 30 days of receipt	

Offerors shall describe claims process solutions and processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable:

Mandatory-Requirements

- C.4.1.2. Offeror must be able to electronically process clean claims in accordance with industry standards for both public and commercial payors according to health plan member's eligibility criteria as well as restrictions in age, diagnosis, procedure code, revenue code, modifier, provider classification, provider network restrictions, or place of service.
- C.4.1.3. Offeror must be able to process claims using the correct coding protocols and guidelines for reimbursement and ensure compliance with the National Correct Coding Initiative (NCCI). Please see <http://www.cms.hhs.gov/NationalCorrectCodInitEd>.
- C.4.1.4. Offeror's system must be able to accept billing information with 837 standard file formats from OSDH.

Offerors should describe claims process solutions and processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable:

Non-Mandatory-Requirements

- C.4.1.5. Provide the error rate range of the Offeror's proposed solution
- C.4.1.6. Offeror's processes for primary and secondary claims submission, rework and resubmission; **Include** timeframes, standards and benchmarks as well as a chart (s) documenting workflow processes.
- C.4.1.7. How claims rejected by payors are processed; Offeror's claim dispute processes with payer organizations; and retroactive recoveries.
- C.4.1.8. Ability to receive and process both electronic, paper claims, **and claims with attachments**; Describe how processes used for paper claims and claims with attachments differ from those used to process electronic claims.
- C.4.1.9. Ability to provide OSDH access to claim processing and inquiry and to process claims manually as needed. Include time-of-day access capabilities and response times for inquiry.
- C.4.1.10. Information required from OSDH in order to implement and maintain Offeror's billing management system.
- C.4.1.11. Pre-billing review and edit processes and analytics used to detect and track internal errors, rejected claims, missed charges and denials. Describe how and when these processes and events would be communicated to the OSDH.
- C.4.1.12. How and when OSDH will be notified if the claim processing time does not meet established time frames.
- C.4.1.13. Proposed formats, standards and processes for exchanging messages with OSDH; including messaging capabilities for claims reconciliation and claim status reporting, and for confirming delivery of a claim file transfer. Include response times and time-of-day access.

Informational Items

- C.4.1.14. Identify Claims Processing Software currently used. Include names and versions of the software
- C.4.1.15. Describe Offeror's use of payor rule discovery processes for published and unpublished rules and how the Offeror will incorporate identified rules into the system edits
- C.4.1.16. Describe other billing formats accepted or utilized by the Offeror.
- C.4.1.17. Describe Offeror's solution or steps already taken for transitioning from ICD9 to ICD10 diagnostic coding
- C.4.1.18. Describe Offeror's system look-up and search functions and capabilities as well as claims note capabilities
- C.4.1.19. Describe how claims status inquiries are handled, and any toll-free number made available for OSDH.
- C.4.1.20. Describe necessary system administration including estimated OSDH staffing requirements.

C.5. Benefit Eligibility, Client Financial Responsibility Inquiry and Response Transactions

Offerors shall describe benefit eligibility and client financial responsibility solutions and processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable:

Mandatory Requirements

- C.5.1. Offeror must provide county health department front-line staff a web interface to determine current eligibility, benefit information, financial responsibility and co-payment requirements in real-time for individual clients presenting for services as well as the ability to electronically process batch eligibility verifications in advance of the appointment.
- C.5.2. Offeror's system must have the ability to send and receive eligibility verification information using 270 and 271 standard file formats respectively
- C.5.3. Describe, in detail, the Offeror's eligibility file requirements and provide sample record layouts.

Non-Mandatory- Requirements

- C.5.4. Offeror's Service Desk capabilities regarding eligibility verifications and inquiries
- C.5.5. Describe how OSDH will know when the eligibility is loaded and how the Offeror will notify OSDH if it will not be loaded by the designated time and how the Offeror will notify OSDH of any file errors.

Informational Item

- C.5.6. How prior authorization for services or requests for additional documentation are handled.

C.6. Electronic Remittance Advice (ERA)

Offerors shall describe ERA solutions and processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable:

Mandatory -Requirement

- C.6.1. Offeror must have the ability to create an electronic remittance advice utilizing 835 standard file format and support batching of 835 transactions

Non –Mandatory -Requirements

- C.6.2. Describe ability to prepare an Electronic Remittance Advice (ERA) report that incorporates corrections and reversals and detail all approved and non-approved claims, provide a sample RA.
- C.6.3. Provide a sample report for looking up remittances within a specified date range for current remits waiting to be posted, printed or reviewed as well as archived remittances.

Informational Items

- C.6.4. Maximum character field size
- C.6.5. Ability of OSDH to customize rejection messages

C.7. Analysis and Reporting

Offerors shall describe analysis and reporting solutions and processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable:

Mandatory-Requirement

- C.7.1. Offeror must have the ability to track and report paid, unpaid, rejected, **denied, and pended claims by OSDH** program specific NPI number, please relate how OSDH would receive reports or access this information.

Non-Mandatory-Requirement

- C.7.2. Describe ability to provide reporting notifications of errors such as submission, name mismatch, lability not in place at time of service, age not appropriate for diagnosis code provided, etc
- C.7.3. All standard and ad hoc reporting capabilities and query capacities, including online reporting and query tools. Provide sample reports

C.8. Privacy and Security

Mandatory Requirements

Offerors shall describe privacy and security solutions and processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable:

- C.8.1. Offeror must demonstrate compliance with HIPAA and the HITECH Act as well as privacy and security laws of the State of Oklahoma. Compliance is demonstrated by describing how Offeror's system and processes address sections of the above Acts. Please refer to **the web** addresses below for these policies and standards:
- Oklahoma Office of State Finance Information Security Policy, Procedures and Guidelines: http://www.ok.gov/OSF/Information_Services/Publications_&_Standards/index.html
 - HIPAA Privacy and Security: https://www.cms.gov/HIPAAGenInfo/04_PrivacyandSecurityStandards.asp
 - HITECH specific privacy and security:

C.9. http://healthit.hhs.gov/portal/server.pt/community/healthit_hhs_gov__home/1204

- C.9.1. Provide a copy of Offeror's data retention policies
- C.9.2. Provide system process flow diagrams, data transport methodologies, encryption, authentication and other security controls within the proposed solution.

- C.9.3. Indicate methods for maintaining system security including encryption, table and row level security, and Public Key Infrastructure (PKI) as applicable.

Non-Mandatory-Requirements

- C.9.4. Provide the dates and summarized results of any recent data center audit(s) for your organization's infrastructure and processes (i.e. SSAE 16, SOC 1, SOC 2, SOC 3).
- C.9.5. Ability to retain all customer data within your organizational domain or detail processes and vendors used to contract transmission, storage and/or processing of data to any other entities not under your organizational control.
- C.9.6. Methods for maintaining system security, 'Include any built-in security features and/or measures

C.10. Data System / System Recovery

- C.10.1. Describe Offeror's data system and system recovery solutions and processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable:

Mandatory-Requirement

- C.10.2. Offeror's disaster recovery plan for office operations, database repositories networking and telecommunications infrastructure and provide a copy of the plans.

Non-Mandatory Requirements

- C.10.3. Backup processes and storage policies related to the claims database and provide a copy of the policy.
- C.10.4. Any needed equipment or infrastructure to be provided by the OSDH. Provide detail for any firewall ports that must be opened.
- C.10.5. Cost containment reports and sample loss runs, frequency and severity reports. Provide hard copy examples of reports.
- C.10.6. Describe Offeror's testing processes with timelines for going live to ensure all information between the OSDH and Offeror meets all functional requirements.
- C.10.7. Processes used for mapping non-standard codes of incoming data on the 835 to a standard value and for incorporating adjustments (corrections and reversals).
- C.10.8. Offeror's methods for providing connectivity for data transfer of 835/ERA transaction files such as, but not limited to the following: web services, Secure File Transfer Protocol (SFTP) or other methods.

Informational Items

- C.10.9. Software to be used or installed, detail information available from those programs and the functionality and purpose of each program or module. Include names and versions of the software.
- C.10.10. Describe available automated diary functions and related diary reports. Provide sample reports.
- C.10.11. Describe system note capabilities in detail and claims archiving criteria including length of time it takes to retrieve claims data from archives.
- C.10.12. Describe Offeror's ability to accommodate ongoing testing after going live to ensure all information between OSDH and the Offeror continues to function correctly and support all ongoing system changes.

C.11. Auditing, Quality Control and Communication

Describe Offeror's auditing, quality control and communication processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable:

Mandatory-Requirement

- C.11.1. Offeror must demonstrate existence of a process for performing periodic audits in the system.

Non-Mandatory Requirements

- C.11.2. Describe ability to provide wall message (alert) capabilities to the OSDH for viewing, reviewing, permanently deleting or archiving messages such as: payer changes, new payer connections, submission errors, and industry news.

- C.11.3. Describe internal audit and quality control processes used to minimize errors and ensure service levels are met.
- C.11.4. How Offeror will ensure effective communication with all parties and what quality control methods are in place for implementation and post implementation, provide copy of communications plan.
- C.11.5. How the Offeror will assure claims are not paid in error and that eligible claims are paid correctly,
- C.11.6. The frequency a system audit is performed, if available; provide a copy of the most recent report

Informational Item-Only

- C.11.7. Any other additional audits the Offeror routinely performs

C.12. Train the Trainer” Training Plan

County health department front-line will be responsible to collect client information, checking for eligibility and financial responsibility. Client information will be retrieved through PHOCIS or forwarded by county front-line staff to the Central Office for claims processing and billing.

Describe Offeror’s “Train the Trainer” solutions and processes to provide training to approximately 15-20 OSDH Trainers. OSDH Trainers will provide end-user training to approximately 500 OSDH employees, including OSDH Central Office medical billing staff as well as front-line staff. Please include descriptions of (but not limited to) the following in your response, including response times where applicable;

Mandatory-Requirement

- C.12.1. Offeror must provide an onsite “Train the Trainer” training plan. Provide a copy of **the proposed initial plan and** any follow-up training made available to OSDH.

Non-Mandatory-requirements

- C.12.2. Provide a “train the trainer” plan” that applies techniques and processes that OSDH Trainers can use to assist county health department front-line staff in streamlining their information gathering, eligibility, and financial responsibility determination procedures. Include information about levels of training and number of hours of training to be provided. Also provide information about the individuals who will conduct the training including their knowledge, certification and experience conducting similar training.
- C.12.3. Describe ability to provide the OSDH with documentation, brochures, and training materials to be supplied to In-take personnel at county facilities. Provide examples.

C.13. Implementation and Support Plan

Describe Offeror’s I proposed implementation and support plan solutions and processes. Please include descriptions of (but not limited to) the following in your response, including response times where applicable. Preference will be given to Offeror (s) who are able to provide an implementation timeline of less than 60 days. “Initial deliverables” include the implementation plan, system implementation; pilot testing of system solution; and, “Train the Trainer” training.

Mandatory -Requirement

Contractor’s staff must have, at a minimum, the mandatory certification, licensure, experience, and skills Offeror must submit **a proposed work plan** that will minimize system down-time or malfunction, includes estimated timelines for staged implementation and will meet the expected effective date (Go Live) no more than 60 days after contract award. Offeror must propose an approach and/or a methodology to be utilized for implementing each deliverable in the scope of work, and shall provide samples of work relevant to each deliverable.

The proposed approach must specify resources which will be required from OSDH, TCCHD, and/or OCCH to accomplish tasks contained within the work plan. The proposed implementation plan will include a **proposed project schedule**. Initial deliverables under this solicitation must be completed (Go Live Date) within 60 days of contract award.

Non-Mandatory Requirement

- C.13.1. Offeror’s online Service Desk capabilities and toll-free number made available to OSDH staff M-F, during working hours in Oklahoma (8 am to 5 pm CST) to address and resolve eligibility inquiries or system related issues. Include availability and staffing, accessibility and average processing times frames for peak and lean times.

C.14. Non Mandatory Requirement- Value Added

Please include descriptions of (but not limited to) the following in your response, Be as specific as possible and include response times where applicable:

- C.14.1. Describe as part of proposal any other value-added services or qualities that Offeror can recommend, implement, or provide in the context of this RFP.
- C.14.2. Describe any cost avoidance strategies within the proposed system.
- C.14.3. Describe any new programs that you have developed and are using that would assist OSDH in the handling of their claims program
- C.14.4. Describe any processes, staffing, or costs that differentiate your company from other entities within this business sector.
- C.14.5. Describe existing relationships with carriers in State of Oklahoma.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1. Offers shall be evaluated on the “best value” determination.
- D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing.

D.3. Competitive Negotiations of Offers–

The State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State’s risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor’s offer.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.3.1. Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.3.3. Terms, conditions, prices, methodology, or other features of the offeror’s offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror 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 offer.
- D.3.4. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5. BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

- Cost
- Response to Section C & E
- Project Schedule
- Technical Responses
- References
- Past Performance
- Resumes’
- VPAT

D.4.1. Evaluation Process – Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Worker’s Compensation Insurance Certificate
- Amendments, if issued, are acknowledged.

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.4.2. Evaluation Process - Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

D.4.3. Evaluation Process - Evaluation of Cost

Cost comparisons are performed.

D.4.4. Evaluation Process – Demonstrations

If desired by the evaluation committee, the vendor may be required to provide product/services demonstrations.

D.4.5. Best Value Evaluation of Product/Services

D.4.5.1. Selection

The selection and award of contractor is based upon which contractor best meets the needs of the State.

The State reserves the right to negotiate with one or more contractors, at any point during the evaluation. The State may negotiate any and all content of the offer.

D.4.6. Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

Prospective contractors are urged to read this solicitation carefully. Failure to do so shall be at the offeror's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, offers shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The offeror is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the offeror's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. Preparation of Offer

- E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Offer

- E.3.1. Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.
- E.3.2. Copies: the offeror's offer should be paginated and include an original document, plus **Nine (9)** copies for a total of **ten (10)** documents. The documents' front pages should indicate original or copy.
- E.3.3. The offeror should include **three (3)** "machine readable" versions, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer.

E.4. Proprietary and/or Confidential Information

- E.4.1. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.
- E.4.2. If an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.5. Oklahoma Open Records Act

- E.5.1. Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded.

E.6. RFP Questions and Clarifications

Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than 3 p.m. on **07/16/2012**. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation and posted on the OSF website

- E.6.1. **General Solicitation Questions** – Offeror may submit general questions concerning the specifications of the solicitation. All questions regarding this RFP shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/3400001120>

- E.6.1.1. Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

<https://wiki.ok.gov/display/itprocurement/Home>

- E.6.1.2. In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.
 - a) When posing questions, offeror should **be concise, include section references, when possible, do not use tables or special formatting, use simple lists**
- E.6.1.3. Questions shall be answered in the form of an amendment and posted on the OSF website and linked on the wiki.
- E.6.1.4. Offerors are advised that any questions received after **07/23/2012** shall not be answered.

E.7. Cards

The State of Oklahoma has issued P-Cards to most State agencies. The current P-Card contract holder utilizes VISA

If awarded a statewide contract will your company accept the State of Oklahoma approved purchase card:

Yes _____ No _____ (check one)

E.8. Voluntary Product Accessibility Template (VPAT)

- E.8.1. Offeror must provide a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. **Please complete the attached VPAT & Accessibility -CP form #053 for Web-Base Internet Information Applications and the VPAT Instructions Template**

E.9. Deliverables

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

- E.9.1. Completed "Responding Bidder Information" DCS/Purchasing Form 076
- E.9.2. Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004
- E.9.3. References – References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

References may be contacted to verify Contractor's ability to perform the contract. OSDH reserves the right to use any information or additional references deemed necessary to establish the Contractor's ability to perform the conditions of the contract.

Offeror's response to this section must be specific to the staff who will work on this project. Submit resumes of all key staff who will work on the implementation of this project. Offeror's staff must have, at a minimum, the mandatory certification, licensure, experience, and skills required.

- E.9.3.1. Offeror shall submit three (3) professional references for projects performed by the specific personnel that will be assigned to this project (by the Contractor).
- E.9.3.2. Offeror shall submit three (3) professional references comparative organizations in claims processing volume that have successful billing implementation provided by your business (must include at least one non-hospital reference).
- E.9.3.3. Offeror must show at least ten (10) previous successful implementations of proposed medical billing clearing house solution for health facilities
- E.9.3.4. Offeror must demonstrate at least five (5) years experience of successful processing of claims for private payors and Medicaid

For all references provided, the Contractor shall at a minimum provide:

- E.9.3.5. The name of the company or entity and the location where the services were provided,
- E.9.3.6. The name of the contact person(s), customer's telephone number, e-mail address
- E.9.3.7. A complete description of the service type to include the scope of the project and dates the services were provided.

The OSDH will add additional points to Offerors who provide evidence on at least one (1) successful implementation of their solution for a **public health entity**.

- E.9.4. Past Performance

- E.9.4.1. Offeror should provide information in experience working on projects that involve providing services specified under Section C of this solicitation. All experience that is referenced should substantiate the Offeror's qualifications and capabilities to perform specifications as described in Section C, based on work performed within the last five (5) years.
- E.9.4.2. Please provide examples of relevant work performed in the past. Contractor shall also provide information on previous work completed on time and within budget.
- E.9.4.3. Please provide detailed information about any current or past insurance billing relationships within the State of Oklahoma or within any "region" that might include the State of Oklahoma as well as nationwide experience.
- E.9.4.4. Offeror should include any professional experience providing services included in the Scope of Work for public health and safety net providers, billing systems for immunization, state Medicaid or Medicare Programs, and health insurance plans.
- E.9.4.5. Information about experience should include, but is not limited to experience in the following areas:
- Experience with governmental agencies
 - Experience with Public Health Entities
 - Verifying medical insurance eligibility and benefits;
 - Medical coding
 - Experience with all facets of medical insurance claims for Medicaid and commercial plan
 - Claims processing, auditing, and tracking
 - Compliance review;
 - The use of ICD-9 /10 Codes
 - The use of classification and coding systems, and healthcare reimbursement methods
 - Number of payors or entities you are doing business with for eligibility or claims activity, ***please provide an example listing.***
- E.9.5. Company Information – Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.
- E.9.6. Financial Status – Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested. **FINANCIAL STABILITY DETERMINATION IS A MANDATORY DELIVERABLE**

- E.9.7. Response to Requirements as outlined in Sections C & E
- E.9.8. Proposed Work Plan- Section C
- E.9.9. Project Schedule- Section C.13
- E.9.10. Past Performance Information
- E.9.11. References
- E.9.12. Resumes'
- E.9.13. Company Information
- E.9.14. VPAT –Section E.8
- E.9.15. Pricing
- E.9.16. Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor, not submitted with contractor's offer shall not be considered after contract award. **MANDATORY DELIVERABLE**

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

E.10. Notice of Award

A notice of award in the form of a PO or contract resulting from this solicitation shall be furnished to the successful contractor and shall result in a binding contract.

F. CHECKLIST

- F.1.1. Responding Bidder Information (OSF/ISD Procurement – Form 076)
- F.1.2. Certification for Competitive Bid and Contract (OSF/ISD Procurement – Form 004)
- F.1.3. Workman's Comp Insurance Certification
- F.1.4. Vendor/Payee Form or W-8BEN (as required)
- F.1.5. VPAT –DCS Form CP-053 (Web-Based Internet Information and Applications) Section E.8
- F.1.6. Project Schedule- Section C.13
- F.1.7. Work Plan- Section C.13
- F.1.8. References
- F.1.9. Resumes'
- F.1.10. Past Performance
- F.1.11. Financial Statement
- F.1.12. Pricing - Section H

G. INFORMATIONAL

G.1. Federal Award Information

Award Name: Oklahoma State Department of Health

Award Year: 2011

CFDA Number: 93.539

CFDA Name: Prevention and Public Health Fund (Affordable Care Act) – Immunization Program

Federal Awarding Agency: CDC

G.2. Attachment A-

- a) Private Insurance Estimates based on CY 2011 (January - December) Clinic Information
- b) Secondary Priority for the Project - Billing Private Health Plans for other services provided to their members
- c) Final Priority Consideration
- d) Medicaid Claim History - SFY 2011 (July 2010 - June 2011)

H. PRICE AND COST

Cost proposal must be submitted in a separate sealed envelope

Offerors should include in their proposed costs pricing options that would take into account the claim volume scalability of all billable services provided by OSDH and / or the Public Health Network.

Offeror should present their proposal for payment for their services. Provide a clear and complete description of each pricing structure for the proposed bill review services. Include all options and pricing structures that are available, including

- per transaction,
- flat monthly rate or percentage of revenue collected.
- an estimate of any hourly fees and rates that may be needed or required during project startup or during a potential long-term contract relationship.

Please provide a general estimate of how you would calculate costs for the services outlined.

|



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

Department of Health
 OKLAHOMA STATE DEPT OF HEALTH
 SHIPPING & RECEIVING
 1000 NE 10TH ST
 OKLAHOMA CITY OK 731171299

Request Quote ID.	Date	Buyer	Page	
3400001120	04/02/2012	Hurtisine Franklin (090)	1	
Payment Terms	Date	Time	Quote Open	Closing
0 Days	07/09/2012	01:09 PM	08/21/2012	03:00 PM

Requisition Number Reference: From Req ID - 3400015153

Ship To: OKLAHOMA STATE DEPT OF HEALTH
 ACCOUNTS PAYABLE
 1000 NE 10TH ST
 OKLAHOMA CITY OK 731171299

Bill To: OKLAHOMA STATE DEPT OF HEALTH
 ACCOUNTS PAYABLE
 1000 NE 10TH ST
 OKLAHOMA CITY OK 731171299

Vendor: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	84111506 / Clearinghouse to bill medical claims for services provided through the county health departments	1	JA		

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature



**State of Oklahoma
Office of State Finance
Information Services Division**

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

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

- A. For purpose of competitive bid,
1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employees as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O. S. § 85.42]:

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

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

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

E-mail

Fax Number



**State of Oklahoma
Office of State Finance
Information Services Division**

Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN: _____ VEN ID (if unknown, leave it blank): _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: _____

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

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

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

YES – include a certificate of insurance with the bid

NO – attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

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

² For frequently asked questions concerning Workers' Compensation Insurance, see

http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html