



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

Amendment of Solicitation

Date of Issuance: 08/14/2012 Solicitation No. 34000001120
 Requisition No. 3400015153 Amendment No. 2

Hours and date specified for receipt of offers is changed: No Yes, to: _____ CST/CDT

Pursuant to OAC 580:15-4-5©, this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY AND RETURN TO:

Office of State Finance
 ISD Procurement Attn: Hurtisine Franklin
 3115 N. Lincoln Blvd.
 Oklahoma City, OK 73105

Hurtisine Franklin
 Contracting Officer
(405) 521-6419
 Phone Number
Hurtisine.Franklin@osf.ok.gov
 E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

C.2. Background

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.

- **Question:** RelayHealth does not price per seat. How does the state intend to deploy technology for all locations? Please explain. Is it one instance to support all facilities or will it be deployed at each location? **Do all locations utilize the PHOCIS system for generating claims and eligibility requests?**
- **Response:** All locations utilize the PHOCIS system to enter services provided at each site. OSDH central office will extract the services from PHOCIS to generate the claims in an 837 transaction. PHOCIS is not currently used for eligibility requests. It has an insurance module that provides point in time coverage that must be verified at each service. OSDH is asking for the clearinghouse to provide a mechanism for eligibility requests for clients who indicate they have coverage through a private health plan. OSDH is seeking the ability to access eligibility by web portal, toll-free number or by 270 transaction. Currently OSDH is only billing Medicaid and eligibility verification is accomplished through a web portal on an individual inquiry or by a 270 transaction for batch

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**) _____ Date _____

Authorized Representative Name (**PRINT**) _____ Title _____ Authorized Representative Signature _____



inquiries.

A26.1 Termination for Convenience –

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.

- **Question:** Is this a firm mandate that contractually binds the vendor? Please explain.
- **Response:** This is the State's position is firm.

A.54 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.54.1. 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:

- 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;
- 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. c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;

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

A.54.2. 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.

- **Question:** RelayHealth solutions are delivered as Software as a Service model, so source code is not supplied, nor put in Escrow. How does the State wish to address this issue? Please explain.
- **Response:** Please refer to the following section of the Solicitation **A. General Provisions:** The following provisions shall apply where applicable to the solicitation.



A.37, Electronic Information Technology Accessibility

- The Solicitation states: “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 (sic) by the contractor from any claims 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.” The Solicitation, however, does not appear to include the referenced certification. Additionally, it would seem that such a certification would be inconsistent with Oklahoma’s approach to EIT accessibility. Prospective contractors generally are required to describe the features of their products, systems, or applications and explain why those features should be deemed to support the applicable accessibility standard. See, for example, the VPAT Instructions. Oklahoma’s procurement officers are vested with the responsibility to ultimately decide whether the proposed products, systems, or applications are compliant. Contractors should only be expected to deliver products, systems, or applications that meet the features described in the VPAT. **Accordingly, we ask that Oklahoma clarify the reference to an EIT accessibility “certification” in paragraph A.37.**

- The Solicitation also states that “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.” (Emphasis added.) If Oklahoma insists on a certification related to EIT accessibility, we ask that Oklahoma consider revising the Solicitation to state that if Oklahoma reviews and accepts an offeror’s VPAT in connection with its evaluation pursuant to Solicitation paragraph D.4, the offeror will no longer have an obligation to indemnify under paragraph A.37.
 - **Response:** Our interpretation of certification is that the VPAT is certification.

A.46, Media Ownership

- This paragraph imposes requirements pursuant to the Oklahoma Computer Equipment Recovery Act and the Office of State Finance’s Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for Destruction of Disposal of all Electronic Storage Media. These requirements apply to procurements in which Oklahoma is procuring disk drives, memory cards, and other electronic media devices. Because Oklahoma has structured this procurement as an acquisition of services, the contractor will or may provide a software-as-a-service (SaaS)-based approach. Under the contract, based on the State’s description of the services, the contractor will not deliver any disk drives, memory cards, or other electronic media devices, nor will it procure any such devices directly on behalf of Oklahoma (i.e., as a direct cost-reimbursable charge to the contract). Accordingly, we ask that Oklahoma revise the Solicitation to either remove paragraph A.46 or to at least clarify that paragraph A.46 does not apply in the case of SaaS insofar as the contractor is not directly charging the costs of electronic media devices to the contract.

- **Response:** refer to the following section of the Solicitation **A. General Provisions:** The following provisions shall apply where applicable to the solicitation.

A.52, Ownership Rights



- The Solicitation states that “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.” Because Oklahoma has structured this procurement as an acquisition of services, the contractor will or may provide a software-as-a-service (SaaS)-based approach. Based on the State’s description of the services, the contractor will not develop any software for, or deliver any software to, Oklahoma under the contract. Thus, the provisions concerning ownership rights related to the development of new software would seem to be inapplicable or irrelevant to this procurement. Accordingly, we ask that Oklahoma revise the Solicitation to (1) state that Oklahoma is not procuring software or directly funding the development of any new software; (2) remove paragraph A.52 on the basis that it is not relevant to the nature of this services procurement.
- **Response:** Please refer to the following section of the Solicitation **A. General Provisions:** The following provisions shall apply where applicable to the solicitation.
- **Question:** Do each of the 12 facilities have electronic billing systems (Practice management Systems) that are capable of generating 837 Transactions?

Response: Unsure of reference to 12 facilities. Detail on activity by provider numbers has been provided on Attachment A. OSDH has county health departments in 68 of the 77 counties in Oklahoma with 88 locations. OSDH uses a client information system developed by OSDH IT staff – PHOCIS. We pull the services from PHOCIS and generate the 837 transactions.

Currently we are using this process with our Medicaid billing for 5 provider types. It is our intention to submit 837 transactions to the clearinghouse that is selected for our private insurance billing.

- **Question:** Attachment A of the RFP gives total clients and total visits for patients using “private insurance” for calendar year 2011.
- Are the actual number on “private insurance” claims submitted available for the same time frame?

Response: OSDH is in the process of getting the infrastructure in place to bill private insurance. Other than roster billing for two health plans for flu, there have not been any private insurance claims submitted to date.