State of Oklahoma
Office of Management and Enterprise Services/ISD Procurement

Solicitation

1. Solicitation #: 8300001130

2. Solicitation Issue Date: July 15, 2015

3. Brief Description of Requirement:

The State of Oklahoma Office Of Management and Enterprise Services (OMES)/ISD Procurement on behalf of the Oklahoma Department of Human Services (DHS) ADvantage Waiver and State Plan Personal Care programs is seeking procurement and implementation of a vendor-hosted, web-based solution for the purposes of electronic billing through the use of an Interactive Voice Response Authentication (IVRA) or Electronic Visit Verification (EVV) system.

4. Response Due Date: Aug. 25, 2015 **Time: 3:00 PM CDT**

5. Issued By and Return Sealed Bid To:

Office of Management & Enterprise Services
Attention: Hurtisine Franklin
5005 N. Lincoln Blvd. 2nd Floor
Oklahoma City, OK 73105

6. Contracting Officer:

Hurtisine Franklin
(405) 521-6419
Hurtisine.Franklin@omes.ok.gov

7. Solicitation Type: Request for Proposal

Communications Concerning Solicitation

The contracting officer listed on the cover page of this solicitation is the only individual in which the bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the offeror response being considered non-responsive and not considered for further evaluation.

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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this 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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.

A.1.2. "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.

A.1.3. "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.

A.1.4. "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.

A.1.5. "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.1.6. "COTS" means software that is commercial off the shelf.

A.1.7. "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.

A.1.8. "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

A.1.9. "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.

A.1.10. "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.

A.1.11. "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.

A.1.12. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.

A.1.13. "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.1.14. "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.

A.1.15. "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.

A.1.16. "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.

A.1.17. "Solicitation" means this document inviting Bids for the Acquisition referenced herein.

A.1.18. "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.

A.1.19. "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

A.2.1. The Bidder certifies that the Bidder and its principals or participants:

A.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;

A.2.1.2. Have not within a three-year period preceding this Contract 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.2.1.3. 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 foregoing offenses enumerated in this certification; and

A.2.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

A.2.2. Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

A.5.1. Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.5.2. The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

A.5.3. Any Contract Document related to this Solicitation shall be legibly written or typed.

A.5.4. All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

A.6.1. Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

A.6.2. Bidders guarantee unit prices to be correct.

A.6.3. In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.

A.6.4. All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

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

A.10. Rejection of Offer

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

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 non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

A.11.1. The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.

A.11.2. Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.

A.11.3. In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: https://www.ok.gov/dcs/vendors/index.php.

A.11.4. It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

A.12.1. The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.

A.12.2. 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 OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

A.13.1. All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

A.13.2. Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.14. Invoicing and Payment

A.14.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall

contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

A.14.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.15. Audit and Records Clause

A.15.1. 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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

A.15.2. The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this 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.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

A.17.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

A.17.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

A.18.1. The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.

A.18.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

A.18.3. If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

A.19.1. The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

A.19.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

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 and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than $1,000,000 per claim and in the aggregate; and

e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;

b) If the payments pursuant to the Contract are expected to exceed $100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;

c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;

e) For Persons entering into a grant or cooperative agreement over $100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and

g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at https://www.sos.ok.gov), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated , in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder 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 being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

A.26.1. 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.

A.26.2. This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

A.26.3. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

A.26.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

A.28. Confidentiality

A.28.1. The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.28.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.31. Patents and Copyrights

A.31.1. Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.

A.31.2. If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.31.3. If such a claim is made or appears likely to be made, the State agrees to permit Vendor 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 Vendor determines that none of these alternatives is reasonably available, the State agrees to return the product to the Vendor upon written request. Vendor 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.31.4. Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) 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 Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. 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.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract

Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

A.36.1. Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.

A.36.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section 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 or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

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

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.38.1. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at http://www.ok.gov/cio/documents/InfoSecPPG.pdf ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

A.38.2. 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 Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier 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, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

The Supplier 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.43. High Technology System Performance and Upgrades

A.43.1. If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

A.43.2. Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.44. 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 in this Contract. 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 an Amendment to this Contract.

A.45. Ownership Rights

A.45.1. Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.

A.45.2. Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

A.45.3. In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.

A.45.4. Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

A.45.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

A.45.6. It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's 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.45.7. Except for any Utilities, all work performed by the Supplier 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 owned by and for the benefit of State of Oklahoma.

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;

b) An assignment by the Supplier for the benefit of its creditors;

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

d) The filing of a petition in bankruptcy by or against the Supplier 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 Supplier's property;

f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;

g) The ceasing of a Supplier of maintenance and support of the software; or

h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier 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 as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. 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. Contract Term, Renewal and Extension Option

B.1.1. The initial contract shall be for the purchase of the proposed software solution, project meetings and conference calls, installation, configuration, technical interface documentation for the DHS, technical assistance, testing, piloting, implementation, maintenance, support and ongoing consultation related to the implemented system (s).

B.1.2. After the initial term of one (1) year, the Contract may be renewed annually upon mutual written consent of the parties for four optional (4) renewal terms. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Vendor's performance hereunder and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with then current State and other applicable statutes and rules; b) then current Products pricing and price discounts offered by Vendor; and c) then current Products and support offered by Vendor.

B.1.3. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

B.1.4. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Suppler in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

B.1.5. In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

B.2.1. If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

B.2.2. All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier 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. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Commercial Off-The-Shelf (Cots) Software

In the event that provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses shall not be binding on the State of Oklahoma, and the provisions of this contract shall prevail.

B.5. Delivery and Acceptance

All products and services are subject to inspection, testing and acceptance by the DHS and any that do not meet or exceed the specifications may be rejected.

Prior to acceptance of products and deliverables specified and furnished by or through the Vendor, the DHS shall be given up to one hundred and eighty (180) calendar days from the product or service go-live date or deliverable due date set by the DHS (if no installation or delivery of physical product on DHS property), or from the final completion of the installation (if installed by the Vendor), or after delivery if the DHS installs (using the Vendor's installation documentation or with the Vendor working on-site with DHS staff) to test, evaluate, and accept the materials, software, and services (collectively, the deliverables) delivered or furnished under this contract. If the go-live date or deliverable due dates fall on a State-recognized holiday, the go-live date or deliverable due date shall occur the second business day following the holiday.

If the Vendor's product or services fail to meet the specifications, then the same may be rejected and returned to the Vendor with a letter stating the reasons for non-acceptance. Such rejection will exempt the DHS from all related costs incurred by the Vendor. The Vendor shall be given thirty (30) calendar days to cure the nonconforming products or services and re-submit the deliverable(s) to the DHS, with a letter explaining the corrections made, for inspection, re-testing, and re-evaluation. The DHS shall be given thirty (30) calendar days to inspect, re-test, and re- evaluate the deliverable(s), and to issue a written notice of acceptance or rejection of the deliverables. If the deliverables submitted fail to pass acceptance within one hundred and eighty (180) calendar days, the DHS may, at its sole discretion, continue with the Vendor or terminate the agreement.

Deliverables must be accepted in writing by the DHS before title shall pass to the DHS or payment shall be authorized. However, acceptance by the DHS following testing and evaluation shall not be conclusive that the deliverable(s) conform in all respects to the specifications. In the event that the DHS discovers nonconformance after acceptance, whether due to a latent defect or otherwise, the Vendor shall take whatever corrective action as necessary so that the deliverable(s) conform to the specifications, including but not limited to, modification or replacement of non-conforming products or services. Vendor warrants that, upon receipt of written notice by the DHS of a latent defect in design, material, or workmanship, or a latent nonconformity of the software or services to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this solicitation within thirty (30) calendar days of the date the Vendor was notified by the DHS of latent defect. If the Vendor fails to correct the latent defect(s) within thirty (30) calendar days, the DHS may, at its sole discretion, continue with the Vendor or terminate the agreement. If the claim rejection rate rises above 3% at any point after the first ninety (90) calendar days after the go-live date or the first ninety (90) calendar days after a significant change in system functionality (i.e., the addition of a scheduling feature), the DHS may submit in writing (email will be an acceptable form of written notification) to the Vendor a notification to correct the root cause of the increase and bring the claims rejection rate within 3% within thirty (30) calendar days from the date of the notice. If the Vendor fails to reduce the rejection rate to 3% within thirty (30) calendar days from the date of the notice, the DHS may, at its sole discretion, continue with the Vendor or terminate the agreement.

The DHS reserves the option to terminate the Contract for any significant undue burden that negatively impacts DHS operations, DHS and Service Provider ability to meet established waiver performance standards, or that unduly burdens Service Providers in a way that negatively impacts ability of the Service Provider to provide the level of services required to ensure the safety of waiver participants in their home, per the waiver participant's service plan. The DHS may notify the Vendor in writing (email shall be an acceptable form of written notification) of any negative impact listed under this paragraph, and the Vendor shall have thirty (30) calendar days from the date of the notice to correct the root cause of any negative impact listed under this paragraph. If the Vendor fails to correct the root cause within thirty (30) calendar days, the DHS may, at its sole discretion, continue with the Vendor or terminate the agreement.

B.6. Agency Polices

B.7.1. HIPPA Requirements - (Protecting and Securing Protected Health Information)

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is applicable to the resulting contract, Supplier, its officers and employees (collectively, "Organization") and Oklahoma State Department of Human Services (DHS), together known as the "Parties", agrees as follows:

Vendor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 CFR §§ 160.103 and 164.501).

Vendor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.) The definitions set forth in the Privacy Rule are incorporated by reference into this contract (45 C.F.R. §§ 160.103 and 164.501). Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices, and user training must be provided to the DHS, Information Security Office. Failure to

comply with the requirements of this standard may result in funding being withheld from Vendor, and/or full audit and inspection of Vendor's HIPAA security compliance as it pertains to this contract. Vendor will sign and adhere to a DHS Business Associate Agreement.

The Business Associate Agreement provides for satisfactory assurances that Vendor will use the information only for the purposes for which it was engaged. Vendor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract.

B.7.2. ELECTRONIC & INFORMATION TECHNOLOGY ACCESSIBILITY (EITA)

Information Technology or Communications Products, Systems or Applications requiring development and/or customization the following shall apply.

- The proposed solution must include provisions for substituting accommodation hardware, firmware and software that represent advancements in technology with respect to that originally offered. All substitutions must be certified by DHS as a suitable replacement for or addition to the appropriate accommodation hardware, firmware, or software.
- Any single enhancement or combination of enhancements, when enabled, must be compatible with all system operations and procedures that are available when the enhancements are not enabled
- The proposed solution must provide for accommodation hardware, firmware, or software that becomes available after award of contract that offers improvements in technology to better provide for the needs of users with disabilities. If DHS elects to do so, it may evaluate the provision and accept for substitution of equipment covered in the resulting contract, but not yet delivered.
- All websites, applications, content, documents, and any additions and/or revisions to these generated as product of efforts under this contract will be submitted to the Web Content Management Unit (WCMU) for review and validation. These submissions are to include but are not limited to a VPAT where applicable. The WCMU tests and verifies that the provided submissions are compliant with all applicable statutes, policies, and standards as well as validating that their VPATs or accessibility reports are accurate and complete

B.8. Information Security

The successful Vendor must sign an Acceptable Use, Confidentiality, and Non-Disclosure agreements, User Logon Authorization, and may be subject to Background Checks the successful Vendor shall comply with information security auditing and compliance

The successful Vendor will perform an annual audit of information security risk assessment due to the Security and Emergency Management Unit of the DHS Office of Inspector General, by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of the Supplier. The Supplier is granted 60 working days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Supplier shall use either the standard security risk assessment created by the Security and Emergency Management Unit of the DHS Office of Inspector General or a third-party risk assessment meeting the ISO/IEC 17799 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of Management and Enterprise Services.

The successful Vendor will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made within 24 hours and without unreasonable delay to the State Chief Information Security Officer and the Security and Emergency Management Unit of the DHS Office of Inspector General. The Supplier must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.

The successful Vendor will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements.

B.8.1. User Logon Authorization

The Vendor will not be granted access to DHS information systems without the prior completion and approval of Logon Authorization Request for Non-DHS Employees, Form 05SC004E (MID-1-A). Certain types of access may require that a background check and verification be performed prior to granting access. Supplier will notify

DHS immediately when employees are terminated that have access to DHS systems

B.8.2. Background Checks and Verifications

At the sole discretion of the State, the Vendor may be subject to user background checks, depending on the information systems accesses or types of data provided to the Vendor. Vendor must submit the required background check information to the State in a timely manner. No access agreements will be processed prior to completion of user background verification.

B.8.3. Auditing and Compliance

The State Chief Information Security Officer as well as the Security and Emergency Management Unit of the DHS Office of Inspector General may, at its discretion, audit the Supplier for information security compliance as it pertains to this Contract. The Supplier must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report. Failure to comply with these requirements may result in funding being withheld from the Supplier. The Supplier will comply with Internal Revenue Service – Publication 1075 – Tax Information Security Guidelines for Federal, State, and Local Agencies if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contains any federal tax return or federal tax return information with respect to a taxpayer. In performance of this Contract, the Supplier agrees to comply with and assume responsibility for compliance by his or her employees, representatives, agents and permitted subcontractors, as applicable, with the following requirements:

B.9. Audit Requirements- (Government Auditing Standards and OMB Circular A-133)

Vendor employing two or more individuals to supply services through a contract that expends in excess of $500,000 or more in a year in federal funds must have a certified independent audit conducted in accordance with Government Auditing Standards and OMB Circular A-133.

Vendor that receives in excess of $50,000 per year in state or federal funds must have a certified independent audit of its entire operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.

A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. DHS retains the right to examine the work papers of said auditor.

The Vendor must submit two (2) copies of the annual audit to the Office of Inspector General, P. O. Box 25352, Oklahoma City, Oklahoma 73125 along with a copy of the management letter and a response to any audit findings within 90 days of the conclusion of the Supplier's fiscal year.

At the request of the State of Oklahoma, the Supplier will provide books, records, documents, accounting procedures, practices or any other item relevant to the contract for examination. The supplier(s) agrees to fully cooperate with DHS and any authorized auditing agency or entity, Federal or State, for the purpose of compliance with all required Title XIX and Waiver Services reporting and auditing requirements.

Vendor) shall keep such records as are necessary to disclose fully the extent of service provided or authorized by DHS or Authorizing Agency to Sooner Care Members and upon request, shall furnish records and information regarding any claim for providing such service to DHS, the Oklahoma Attorney General's Fraud Control Unit (MFCU), and the U.S. Secretary of Health and Human Services (hereinafter referred to as Secretary) for six years from the date of service. The Supplier shall not destroy or dispose of records, which are under audit, review, or investigation when the six-year limitation is met. The Supplier shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.

Vendor shall allow authorized representatives of DHS , MFCU, and the Secretary the right to make physical inspection of Supplier's offices and facilities to examine records relating to financial statements or claims submitted by the Supplier under this Agreement and to audit Vendor' financial records as provided by 42 C.F.R. §431.107 and 74 Okla. Stat. 85.41.

Vendor shall submit, within thirty-five (35) days of a request by DHS, MFCU, or the Secretary all documents as defined by 12 Okla. Stat. §3234, in its possession, custody, or control concerning the ownership of any sub-Supplier with whom the Supplier has had business transactions totaling more than twenty-five thousand dollars during the twelve months preceding the date of the request.

B.10. Identified Costs

The Bidder agrees to the importance of the resulting contract and performance standards agreed to herein.

The parties may elect to use any or all remedies available to them on default whether set forth above or otherwise

available to them by law.

The Vendor is responsible for the smooth functioning of all contractual requirements. In the event that any aspect of this system is not operating correctly, the Bidder is subject to monetary and other sanctions and corrective actions.

The State and the Bidder agree that in the event of failure to meet the Contract requirements, deliverable dates or any standard performance within the time set forth under each Section, "Damage" shall be sustained by the State and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by reason of such failure. It is therefore agreed that the State, at its sole option, may require the Bidder to pay identified cost for such failures with the following provisions:

Where the failure is the sole and exclusive fault of the State, no identified cost shall be imposed.

For any failure by the successful Vendor to meet any performance standard, project task, project deliverable date or timeframes specified in any section of the contract or submitted in writing by the State to the successful Vendor (email shall be an acceptable form of written notification), the State may require the Bidder to pay identified cost in the amount specified below per business day, per task, per deliverable, performance standard or timeframe for each and every business day thereafter until such task, deliverable or performance standard is completed and accepted by the State.

The successful Vendor agrees that there are some failures that so negatively impact customers and members that no advance notification will be provided before damages are imposed, these shall be agreed upon by the Oklahoma Department of Human Services and Vendor prior to award of the contract. For all other standards and tasks written notification of failure to meet a requirement shall be given by the Oklahoma Department of Human Services IVRA Systems Project Manager to the Bidder (e-mail shall be an acceptable form of written notification). The State will notify the Vendor of the first incident of failure to meet one or more of the defined standards and request a corrective action plan. The State will set a date for submission of the plan. If the State does not receive the plan by the due date and no extension has been granted, the State may, at its sole discretion impose identified cost per this schedule.

If the State receives the plan by the due date, it will cooperate with the Bidder to achieve a mutually agreed upon final corrective active plan and schedule. The State may, at its sole discretion, impose identified costs if the Vendor does not meet the schedule and no extension has been granted. The State and the Vendor agree that the following figures represent the reasonable pre-breach estimate of probable loss that will be sustained by the State

B.10.1. The Vendor will have or will be assessed:

- Five (5) business days to correct any delayed project task or project deliverable related to the implementation of IVRA system. The State may impose identified costs in the amount of $5,000 per deliverable after five business days.
- Five (5) business days to correct any delayed task related to the on-going maintenance of the IVRA system. The State may impose identified costs in the amount of $5,000 per task after five business days;
- Twenty-four (24) hours to provide required reports or to correct reports that contained inaccurate information. The State may impose identified costs in the amount of $1,000 per occurrence, per day; after the first twenty-four hour cycle has elapsed
- Twenty-four (24) hours to hours to transmit missing data files or to submit corrected files for previously transmitted files that contained inaccurate information. The State may impose identified costs in the amount of $5,000 per occurrence after the first twenty-four hour cycle has elapsed.
- Five (5) business days to request approval from the State for a change in the assigned Project Manager; the request must be submitted in writing at least five (5) days prior to the change occurring. If an immediate change in Project Managers is required due the current Project Manager is unwilling or unable to perform his or her duties, the Vendor shall submit a written request to the DHS IVRA Project Team within forty-eight (48) hours of identifying the need. The State may impose identified costs in the amount of $15,000 if Bidder changes Project Managers during project development/startup without good cause and/or without appropriate request and approval from the State, as noted in this paragraph and as determined by the State;
- $2,500 for each percentage point below the 0.1 % tolerance levels on response times;
- $100 per occurrence of failure to update status of system problem
- $100 per occurrence of failure to provide notification of need for emergency maintenance or routine maintenance prior to the maintenance occurring. Emergency maintenance shall be defined as any maintenance that is performed to prevent immediate system failure or to prevent the continuation of systemic errors that significantly impact the ability of Service Providers to conduct daily operations. All other maintenance shall be routine, and the Vendor shall submit a proposal for routine maintenance and receive approval from the DHS at least forty-eight (48) business hours prior to the scheduled maintenance.
- $100 per day for delay in data transmission

- $500 per day for claims not submitted;
- $500 per day for all manuals or documents not updated within 30 days of changes;
- $500 per day for failure to submit enhancement quotes and impact statements within agreed upon timelines;
- $1,000 per day for failure to meet the following established claim rejection rates; 8 % rejection rate after the first thirty (30) calendar days after the go-live date; 5% rejection rate after the first sixty (60) calendar days after the go-live date.
- $2,500 per day for any item listed in the contract and not specifically stated above;
- $10,000 per occurrence for making any changes in the production system without the express written approval of the Oklahoma Department of Human Services IVRA or EVV Project Manager. Further, Oklahoma Department of Human Services may reduce invoices to offset any Oklahoma Department of Human Services staff costs in resolving issues arising from this action.

B.10.2. IVRA or EVV Failure

In the event an IVRA or EVV failure occurs, the system shall allow a Service provider to input check in and check out times to be documented off-line. In no case shall the Vendor bill Oklahoma Department of Human Services for any claims/transactions where Interactive Voice Response Authentication system or Electronic Visit Verification failure has caused this to occur.

In addition, the following shall apply:

a) A levy at a rate of $500 for each 0.1% percentage point below system availability requirements of 99.9% daily availability assessed over each one month period. The calculation of "99.9% daily availability over each one month period" will be as assessed as follows: System availability will take into account time the system is operational and volume demand for the system utilization during different time periods of the day. High-Volume Use period is defined as the time between 6AM and 9PM CT each day.

b) Low-Volume Use period is defined as the time between 9:01PM to 5:59 AM CT each day. System inoperable periods (unauthorized downtimes) during High-Volume Use periods will be assessed at 1.5 times actual clock time. System inoperable periods (unauthorized downtimes) during Low-Volume Use periods will be assessed at 0.167 times actual clock time. Example: In the month of January the system is down 3 hours during High-Volume time period and down 5 hours during Low-Volume time period.

c) Total computed equivalent use hours down are 1.5x3 = 4.5 plus 0.167x5 = 0.835 ☐ 5.34 hou
per month would be 30.4 days x 24 hours per day = 729.6 hours. The criteria threshold per month is 99.9% x 729.6 hours = 728.9 hours. For the month in question, the uptime would be 729.6 hours – 5.34 hours = 724.3 hours or 724.3/729.6 = 99.3%. The difference from threshold would be 99.9%-99.3% = 0.6% and the penalty would be 6 x $500 = $3,000. From this formulation, the minimum criterion for penalty would be met with 1.5 hours of unauthorized down time which would be 1 hour of accumulated down-time during High- Volume periods over the month or 9 hours of down-time during Low-Volume use periods over the month.

B.10.3. Claims Submissions

Periodically, the Vendor may be asked to re-submit a subset of claims to MMIS Fiscal Agent. The Vendor may be asked to correct or delete individual data or provide Oklahoma Department of Human Services the ability to do so. The evaluation period for identified costs assessment excludes scheduled outages which are approved by Oklahoma Department of Human Services staff.

- Responsiveness to problems

  Vendor must have telephone support for this system to be available on a 24/7 basis. Any report of a problem from a Service provider or Oklahoma Department of Human Services will be logged and a status update shall be given within 60 minutes of the report. In the event the problem is reported by a Service provider, designated Oklahoma Department of Human Services staff must be included on the response.

  a) Failure to comply with this shall result in identified costs of one hundred dollars ($100) per occurrence

- The Vendor shall be required to assist Oklahoma Department of Human Services to research individual claims if there are anomalies with those claims.

- The Vendor is responsible for making daily, Monday through Friday (no weekends or State holidays unless otherwise specified by DHS) claims submissions to MMIS Fiscal Agent

  a) Should the claim file not be submitted by 12:00 A.M. Central Standard Time each weekday, or as otherwise specified by DHS, the Bidder shall be assessed identified costs of five hundred dollars ($500) per day until submission is made. If a partial submission is made, the identified costs will be

prorated based upon the percentage dollar amount of claims not submitted. Claims submitted but Denied for payment due to IVRA or EVV error shall be treated the same as a partial claim submission for that day. EVV calls rerouted to the manual screen input.

- IVRA calls rerouted to the manual screen input- Vendor must report to Oklahoma Department of Human Services the number of members with claims from exception encounters due to IVRA or EVV failure. Vendor shall not bill Oklahoma Department of Human Services for any service encounters where IVRA or EVV failure produced exceptions and required Service provider intervention for documentation completion

  a) Report must be sent monthly but will detail by day the number of exception encounters

  b) Report for the month must be received before the monthly billing invoice

- Vendor must notify DHS Project Manager or designee and Service Providers and by e-mail within 30 minutes at anytime the system goes down and again when it is available for use.

  There will impose identified costs at a rate of $500 for each 0.01% percentage point below system availability requirements of 99.9% daily scheduled availability assessed over each one month period

- Transfer of data to Oklahoma Department of Human Services or its designee -

  Upon request, Vendor must transfer sample data, as specified by Oklahoma Department of Human Services, to Oklahoma Department of Human Services or its designee. For each data request, a target date for data transfer will be mutually agreed upon.

  a) Failure to transfer data for three consecutive days beyond the agreed upon date shall result in a identified costs of one hundred dollars ($100), and an additional one hundred dollars ($100) per day until the data is transferred.

C. SOLICITATION SPECIFICATIONS

C.1. Overview

The State of Oklahoma Office Of Management and Enterprise Services (OMES)/ISD Procurement is seeking procurement and implementation on behalf of the Oklahoma Department of Human Services (DHS) ADvantage Waiver and State Plan Personal Care programs a vendor hosted web-based solution for the purposes of electronic billing through the use of an Interactive Voice Response Authentication (IVRA) or Electronic Visit Verification (EVV) system. Using caller ID technology, the IVRA/EVV software will allow DHS contracted provider staff to check-in and check-out via telephone interaction, and the software will accommodate manual data entry and editing for billing purposes. Resulting claim data will be transferred via an electronic file to the Oklahoma Health Care Authority. The solution will provide a complete claims submission and billing process whereby the vendor will submit an electronic 837 file to the Oklahoma Health Care Authority for adjudication. This process will encompass the entire end-to-end billing cycle, which will include the successful Vendor's receipt and subsequent analysis of the 835 Remittance File (RA) for contracted providers to ensure payment and appropriate billing information. The system must be customizable and configuration/modifications are expected, the DHS and the successful Vendor will discuss in detail the required customization/modifications and will be approved by DHS on a case-by-case basis.

The successful Vendor will develop a continuity plan to seamlessly transition from current system in use, prior to implementation.

This RFP includes the following Attachments for informational purposes and specific reporting requirements

Attachment A - EVV Program History-
Attachment B - Receive and process (all) data fields
Attachment C - Utilization Report (Data required)
Attachment D - Provider Activity Report
Attachment E - DHS Glossary of Terms

C.2. Background

With the expansion of in-home and community-based care and services comes an absolute need to assure that care is being delivered properly and that publicly-funded resources are being managed and spent appropriately. This initiative aims to build upon an existing personal care industry technology that uses telephony-based innovation to capture time and service information about home and community-based member visits. The implementation of the IVRA or Electronic Visit Verification (EVV) system will be coordinated by Medicaid Services Unit of DHS. The intent of this Request for Proposal is to provide DHS with a contract from which to acquire these services.

The goal of this system is to improve program efficiencies and quality assurance for Aging Services and the programs contracted providers. The system should enhance the programs ability to ensure health and safety for program recipients by identifying unmet needs by capturing visit and schedule information. This system will assist DHS in making informed policy decisions regarding the Home and Community Waiver Based system**. EVV Program History- See Attachment A & Attachment B- DHS Glossary of Terms**

C.3. Mandatory Specifications/Requirements

Mandatory requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed solution to be determined responsive. **Bidder must either be the proprietor** of the system or maintain the rights to allow customization or reconfiguration of the software in order to satisfy Aging Services and its provider Vendor's business requirements.

The Bidder shall clearly state their ability to meet the Minimum System (technical) requirements and will state how the requirements will be met, what assurances of success the proposed approach will provide. Bidder shall provide a brief narrative, describing installation and configuration requirements and the proposed method to meet the requirements of this RFP. Bidder should provide examples, samples, and or screenshots as applicable to the proposed solution.

C.3.1. System

The proposed solution must meet or exceed the following:

- Must be a customizable system to meet the needs of DHS and support program services in coordination with its provider network; the proposed solution must not require the DHS to significantly alter internal business processes in a way that negatively affects waiver performance standards, other internal software systems, or staffing levels in order to

accommodate the Vendor's solution.

- The proposed solution must not prohibit service providers from being able to process payroll and pay individual employees timely and in the correct amount. The proposed solution must not prohibit or inhibit the service providers' internal business process flows and shall not require extensive accommodation by the service provider in order to implement effectively. Extensive accommodation shall be the sole determination of the DHS in conjunction with the service provider.
- The successful Bidder shall include a complete implementation plan and time-lined schedule to be approved by DHS at least 30 days before implementation.
- At the go-live date, the proposed solution shall be a basic EVV system that allows the provider the following: Capability for claims data pending at the go-live date to be processed in the proposed EVV system; Capability for the Service Provider to enter case management administrative tasks utilizing a web-based system that does not require a schedule to be previously entered into the system (see Web-based Data Entry System Functionalities section below); Capability for Service Provider to check-in and check-out; capability for a record of call-in/call-out visit information to be created in the EVV system and to be linked to authorization data; capability for the Service Provider to modify claims data to ensure an accurate and billable claim, submit claims via a confirmation and invoicing process to the Vendor, who then submits an 837 file on behalf of each Service Provider, either singularly or collectively; capability to receive a 999 (HIPAA compliance rejection file) and subsequently resolve claims included on the 999 file and resubmit claims on the Service Provider's behalf; capability to receive an 835 file (claim content approval and denial data) and provide the data from the 835 file to the Service Provider through the Vendor's EVV system for the purpose of reconciling claims submitted through the Vendor's EVV system. Prior to the go-live date, the successful contractor shall conduct testing prior to implementing any system function, or when applying upgrades, configurations, enhancements, and modifications. The successful contractor shall advise the DHS EVV Project Manager of any and all system testing, and provide documentation of results within 24 hours of complete testing or submit results per the EVV Project Managers direction. DHS will have testing sign-off approval as 100% complete no later than two weeks prior to implementation. The claim rejection rate must be no higher than 8% in the first thirty (30) calendar days after the go-live date, no higher than 5% at the end of sixty (60) calendar days after the go-live date, and no higher than 3% at the end of ninety (90) calendar days after the go-live date.
- The Bidders system must include the capability for mandatory scheduling of in-home visits. The system shall have alerting capability to display missed visits on a dashboard as well as email alerts, and timing thresholds that are configurable upon request, tracking of missed visits, missed visit email notifications sent to multiple recipients. This system functionality must provide a jurisdictional view/capacity for DHS review, reporting, and ability to communicate missed visit problem resolution with contracted providers. Contracted providers must also be able to review and receive notifications for missed or late visits. These system functionalities shall be included in the pricing submitted by the Bidder, and shall be included in the implementation schedule as a phased-in approach, no earlier than one hundred and eighty (180) calendar data after the go-live date DHS shall implement all or part of these functionalities at its sole discretion, but the system must have capabilities at the go-live date.
- Must allow additions or modifications of the data received. System environmental requirements are subject to change as DHS is in the progress of upgrading internal IT hardware/software systems, and the proposed solution must include planning and implementation of necessary changes in the IVRA/EVV system as a result.
- DHS will be notified at least 2 weeks in advance of any system enhancements, configurations, or modifications not requested by DHS. DHS must participate in and sign off on testing at least 2 weeks prior to implementation.

  The Vendor and the solution must remain up to date with technical advancements in the healthcare reporting field and meet standards/requirements of OHCA and CMS. The successful Vendor must also comply with requirements, policies, rules, regulations, and laws as stated by OHCA and CMS as it pertains to the full execution of this solicitation and the contract awarded. The Vendor shall agree to complete modifications to the solution, if necessary, in order to accommodate the transition to ICD-10.

- The Vendor website shall contain links to other areas and/or manuals as specified by Oklahoma

Department of Human Services. The successful Vendor will ensure that DHS/MSU and its contracted providers shall have all necessary documentation accessible and available in a timely manner prior to implementation for the purpose of utilizing the system.

- DHS anticipates upgrading the current version of its Waiver Management System software within the term of the contract. Bidder shall submit a detailed narrative outlining the approach that will be used for interfacing the proposed solution with a newer version of DHS's Waiver Management System. The Bidder should describe how this transition will occur and the successful Vendor shall implement this plan as requested and approved by DHS. The work for this interface will be determined as complete when DHS deems it fully operational and satisfactory.

C.3.2. Database

The successful Vendor will develop and maintain databases necessary to support all EVV functions and an on-going database that interfaces with data transmitted by Oklahoma Department of Human Services or its agent. All databases are the property of Oklahoma Department of Human Services. Bidder shall provide a **detailed narrative** of all functions, structure, features, and capabilities of the database system and the proposed method to meet these requirements. Bidder should provide examples, samples, and or screenshots as applicable to the proposed solution. **See Section G for Database Fields/Records Requirements**

C.3.2.1. Database system must maintain the required HIPAA confidentiality standards. In addition, it must contain redundancies to ensure access in the event of emergencies or software/hardware malfunctions.

C.3.2.2. System shall record check in and notify via email or dashboard. The record must be amended at the checkout to add the checkout time. If a worker fails to check in, a record will be created in the database whenever a successful check out is completed. The record must use the procedure code and unit cost that were effective on the date of service. The successful Vendor should anticipate adjustments to this requirement as deemed necessary by DHS/MSU based on the capacity and functionality of the successful Vendor's system.

C.3.2.3. The proposed database solution must have the ability to identify and maintain data on all missed visits for services of Personal Care, ASR Assistance, Respite, Nursing, Case Management, Personal Services Assistance, or Advanced Personal Services Assistance. The system must provide a jurisdictional reviewing and reporting capabilities for DHS to monitor and regulate both the EVV system and services delivery. Jurisdictional reviewing and reporting capabilities must include a dashboard similar to that provided by the Vendor to the Service Providers, and would provide at least read-only capability of data associated with the Providers' EVV databases by DHS, including but not limited to: authorization data and all associated data components, check-in/check-out dates and times, etc. The successful Vendor shall provide a duplicate database for the purposes of training both for DHS/MSU and contracted providers. The database should allow DHS/MSU staff to view the system from a jurisdictional and provider perspective. The test database functionality shall be maintained so as to be identical to the functionality provided by the Vendor's Production solution to Providers. The Vendor shall agree to conduct all testing of system functionalities in the test database in order to provide transparency of system functionality to DHS

C.3.2.4. DATABASE REQUIREMENTS

Worker Registration	**Required Data Transmission Records**
The Offeror must develop and maintain a database containing worker registration data. The record must contain information	***Data transmitted by Oklahoma Department of Human Services or its agent***
Worker Name	Unique claim number
Service provider input Worker ID (and unique system Worker ID if needed)	Date of service – the date the call is made
Interactive Voice Response Authentication system or Electronic Visit Verification unique Worker ID	The worker ID and name of the worker
Worker Social Security Number	The Service provider ID and name (must conform to any Service provider ID given by OHCA and the requirements of the National Service provider Identification regulations)
Worker classification including licensure requirements	Name and Medicaid number of the participant receiving the service...
Worker availability including eligibility for OT, holiday, weekend, shift differentials	Service being performed
Worker continuing education/in-service	Amount of total dollars submitted to MMIS for payment.
Start Date	Phone number used to check in and check out
Termination Date	Authorized phone numbers on the date of service
Record Create Date	Services with a check-in and check-out, the time of arrival and departure and the total time calculated for the service visit
. Person Creating Record	The total units authorized for the time period (day, week, etc.).
Last Update Date	The total units recorded from the IVRA or Web. Units measured by time round up or down according to Oklahoma Department of Human Services rule.
Last Updated By	The number of billable units
Services Worker Can Perform	The date that the record is submitted for payment to the MMIS
	Fields indicating record creation and update dates and person.
	Field flagging members staffed by a family member
	Any exceptions that are noted in the record; An exception is noted whenever the record shows a deviation between the service performed and the service authorized.
	Exceptions include but are not limited to the following:
	Check out but no check in for a record requiring both.
	Performing a service that is not authorized for the Service provider, for the Service provider on that day, or no authorization for the service
	Performing a service at a time of day not consistent with scheduling of service
	Performing a service for more than or less than the authorized time, Oklahoma Department of Human Services will indicate the amount of time over or under authorized time that an exception will be given
	Using a worker ID that is not recognized
	Checking in and/or out from a phone that is not associated with the participant
	Providing a service that the worker or agency is not listed as providing
	Checking in and/or out from a phone not associated with the participant but is in the database.

C.3.3. System Service Delivery

The system needs to identify and notify DHS on any failures in service delivery to include late check-ins and missed check-ins/check-outs. The system shall provide service monitoring and reporting. Bidder should provide examples, samples, and or screenshots as applicable to the proposed solution.

The proposed solution must be able to perform or exceed the following:

a) Provide service delivery monitoring information to assist the Service provider to identify emergent unmet service needs and activate an emergency back-up care system

b) Create a formal service delivery verification process system alerts i.e. system failures

c) Capture visit and scheduling information in order to identify service delivery including back-up service delivery failures and assist Service Providers

d) The system must be able to efficiently and effectively process provider conversions, which may include but is not limited to name changes, addition of branch offices, mergers and acquisitions, etc.

e) The system shall include a message board to allow DHS to immediately communicate with contracted service providers both simultaneously and individually.

C.3.4. System Data Delivery /Transfer

Upon request, the Bidder must make data samples available to DHS or its designee. Criteria for inclusion in any data sample requested will be provided by DHS. The data sample may include elements previously sent from DHS or its designee and data collected by the Vendor. The data must be provided in a form that can be easily and automatically transferred into the existing Oklahoma Department of Human Services or designee relational database for the purposes of securely transferring data as it becomes necessary for executing operations pertaining to the functionality of the proposed EVV system. Bidder shall provide a brief narrative, and the proposed method to meet these requirements. Bidder should provide examples, samples, and or screenshots as applicable to the proposed solution.

The proposed solution must be able to perform the following:

a) Bilaterally transfer data (including transmitting 837 files to OHCA and receiving 999 and 835 files from OHCA) via a secure FTP transfer file or otherwise have a protocol in place to securely transfer all necessary data in an appropriate and agreed upon format.

b) Receive data from DHS or its designee on a daily basis. These data include participant, Service provider, service authorization, DHS stakeholders and other information necessary to maintain an Interactive Voice Response Authentication or Electronic Visit Verification system.

c) Receive and process all data fields contained in Attachment B. The IVRA will have all data transmitted on the previous day available by 5AM Central Standard Time, or as otherwise specified by DHS.

d) Capability upon request to transmit all data from the IVRA or EVV to DHS or to a third party designated by DHS to receive the data, in the format as specified.

C.3.5. Electronic Visit Verification System (EVV)

The system shall provide a distinction between Advantage and State Personal Care (SPPC). The system shall provide reporting capabilities by each independent program and combined reporting of both programs. Guidelines/ rules for EVV documents service delivery to one or more members served in a household using the IVRA will be provided by DHS to the successful Vendor.

C.3.6.1 Bidder shall provide a brief narrative, describing all searches, matching, prompting options, and confirmation functions for the proposed solution. Bidder should provide examples, samples, and or screenshots as applicable to the proposed solution. This must include but not be limited to the following:

a) Worker in PIN ID

b) Worker and agency name

c) Number called from and phone numbers associated with members in the EVV database.

d) Message and Instructions

e) Confirm scheduled services

f) Workers service options for selecting other services

C.3.6.2 Bidder shall describe how the proposed solution will perform the following:

a) The system shall provide a mechanism too uniquely confirm service visits when a phone is not available or permissible.

b) The system shall handle multiple services to a single member from a service provider within one continuous visit.

c) The system shall enable recordation of multiple members of same household receiving services from a service provider within a continuous visit.

d) The system shall enable billing and claims submission for the same type of service provided to a single member from a single service provider at different times within a 24 hour period.

C.3.6.3. DHS shall be notified on a daily basis of the number of calls that went to the backup system the previous day.

C.3.6.4. The system shall provide a web-based application for authorized service provider and/or DHS user log-on and data entry with roles based authorization.

C.3.6.5 The system shall provide roles based access that meets HIPPA confidentiality and security requirements.

C.3.6.6 The system shall provide EVV log-on and access based on defined user roles to DHS designated staff and service providers.

C.3.6.7. Administrative terminal functionality shall include multi-level access controls to ensure that only authorized individuals can process administrative transactions or access member account information through administrative terminals.

C.3.6.8 Bidder shall describe access controls, functionality of the software that supports this function.

C.3.6.9 The Bidder shall provide administrative terminal support through a browser based administrative terminal that conforms to Oklahoma Department of Human Services communications protocols and is accessible through the current state equipment.

C.3.6.10 The system shall offer multiple user access options to control both information access and functionality...

C.3.6.11 Must be flexible enough to allow additional system and/or additional waiver expansion to other programs covering more members and for additional information to be gathered in the future and be able to accommodate

C.3.6.12 EVV shall operate from U.S. based toll-free number and be available twenty-four (24) hours a day and seven (7) days a week

C.3.6.13 Must have a complete and separate U.S. based backup system or otherwise provide a strategically located backup system in a physically distinct location so as to assure availability in the event of disruption of service to the main system

C.3.6.14 The EVV in-home worker communication interface must be available in English, Spanish and capable of adding other languages such as Vietnamese, Russian etc. upon request.

C.3.6.15 The EVV system must have sufficient phone lines available to guarantee no disruption of availability.

C.3.6.16 Provide a visit verification system which uses Interactive Voice Response Authentication or Electronic Visit Verification Authentication telephony for Oklahoma and implement, manage and maintain the schedule-driven time and attendance tracking technology management system to enhance the delivery of home and community based health care services

C.3.6.17. The system will include a voice biometric feature that will auto verify staff call in and call outs when engaging the system. This component of the EVV system will match the user's voice with 75% accuracy.

C.3.6.18 Ability to allow worker to input PIN ID entry

C.3.6. Web-based Data Entry System Functionalities

The successful Vendor will develop and maintain a web-based system for authorized Service provider

and/or Oklahoma Department of Human Services user log-on and data entry. Access security must meet requirements outlined in Section B of the Solicitation. Bidder shall provide a brief narrative, and the proposed method for meeting these requirements. Bidder should provide examples, samples, and or screenshots as applicable to the proposed solution.

The proposed solution must meet or exceed the following:

- Provide an easy to use web-based service scheduling interface that supports Service provider entry of scheduled service visits specific to member, worker, service, service date, begin time, and end time.
- Scheduling database must be integrated with a web monitoring dashboard screen display of status and off-line data downloads or reports to indicate visit final disposition. The scheduling system must support DHS/MSU's mandate for users to schedule visits to service recipient homes. The scheduling system will not be implemented at the solution go-live date but shall be implemented using a gradual, phased implementation approach, to begin on a date to be determined by DHS. Please see paragraph C.3.2 System Requirements for further detail regarding implementation for these features.
- Administrative terminal functionality shall include multi-level access controls to ensure that only authorized individuals can process administrative transactions or access member account information through administrative terminals
- Administrative terminal support through a browser based administrative terminal that conforms to Oklahoma Department of Human Services communications protocols and is accessible through the current state equipment.
- Multiple user access options
- Service providers will have the ability to enter worker information. The system must also include functionality to allow for systematic data entry of all workers information for providers branch offices or multiple offices staff.
- System will allow service providers the capability to create a record and only edit service termination date and services
- Ability to create date and name and last update date and name
- Allow service provider to enter member information including basic identifying information, address, and phone number to permit a service encounter to be scheduled and delivered. The system must also include functionality to systematically enter multiple members' data across provider branch offices.
- For the SPPC program, Service providers will have the ability to enter and edit as needed member information including basic identifying information
- Allow Service provider entry of ADvantage and SPPC member authorized services.
- Service providers must have the capability to enter specific scheduling of workers to deliver specific services to members on specific days at specific times.
- Functionally the scheduling database must link with the monitoring screen to indicate to users visit status.
- Screen display may be adjusted by user to display visits grouped by status.
- System must provide service provider capability that enables them to upload worker schedules into EVV
- Scheduling feature must be capable of modification to incorporate additional data elements and functions as requested by DHS
- Show all authorized services meeting defined criteria and allow the Service provider to enter the service visit start time and end time for any service authorized.
- The web-screen must also show the Service provider the equivalent total units for the times entered. Additionally, the web screen must display units used to provide accurate accounting of available authorizations, for units used.
- Allow service provider entry or edit of service encounter data for certain service encounters completed outside of the EVV system.
- Web interface must allow service providers to view missed visits using defined criteria.

- The ability to allow service provider to input data including missed visit reason codes and explanation into blank fields, but will not be able to edit existing fields.

C.3.7. Reports

C.3.7.1. The successful Vendor shall provide Ad Hoc reports that monitor and measure the system's performance and status upon the request of the DHS. This includes reports that document the successful end to end transmission of claims and billing (mapping and verifying claims status to OHCA and back to Provider)

C.3.7.2. Vendor shall provide Monthly Status Reports detailing every component of the system on a specified date each month, in a preferred format and containing the content that will fulfill DHS reporting requirements as it relates to the ADvantage Waiver Performance Measures. Please see **Attachment C** for Data required in the Utilization Report.

C.3.7.3. Vendor shall provide functionality within the solution for DHS or any service provider to run a Provider Activity Report, which shall include but not be limited to all data elements contained in **Attachment D**.

C.4. Implementation/Workplan

Bidder shall submit a proposed implementation and support plan solutions and processes

C.4.1. Bidder shall submit a brief narrative describing the Bidder's capabilities, including a summary work plan and project timeline, based from an estimated date of award, and any proposed interim milestones. The Bidder must specify in the implementation/work plan, the tasks and activities that are to be undertaken, as well as identifying responsibility for completion of each activity and task. This shall include all functionalities as detailed in section C.3.2 above.

C.4.2. Bidder must submit a proposed work plan that will minimize system down-time or malfunction, includes estimated timelines for staged implementation, testing and will meet the expected effective date (Go Live) no more than 90 days after contract award. Bidder must propose an approach and/or a methodology to be utilized for implementing each deliverable describe in the Solicitation Requirements/Specifications, and shall provide samples of work relevant to each deliverable. Implementation/Workplan shall include a detailed Data Conversion/Transfer Plan. The comprehensive plan must include a proposal for managing pending claims data.

C.4.3. The proposed approach must specify resources which will be required from DHS and OHCA to accomplish tasks contained within the work plan, and shall include a communication plan with timelines for Vendor communication with OHCA and any other external entity contributing information and/or resources to the solution. The Vendor shall include the DHS designated staff on all communication with these external entities, and the Communication plan shall reflect DHS contacts for all communication with external entities.

C.5. Staffing Plan

The successful; Vendor's staff must have, at a minimum, any mandatory certification, licensure, experience, and skills. If it becomes necessary for the Vendor 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. Changes to the staffing plan following award of a contract must be approved, in writing and in advance, by the DHS Contract Monitor, which shall not be unreasonably withheld. In the event such a staffing change becomes necessary, the Vendor shall make a written request to the DHS 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 Vendor shall be responsible for ensuring individuals with similar qualifications and experiences are provided as alternates. The DHS reserves the right to interview the proposed alternate (via telephone or in person) and accept or reject the proposed change.

The proposed staffing plan shall:

a) Identify the specific individual (s) who will work on the project, their qualifications, past and similar experience

b) Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major activities during each phase

c) Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major

activities during each phase

d) Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major activities during each phase

e)

C.6. Training Plan

The proposed solution must include a description of the recommended training required to have a full, working knowledge of the application software. On-site trainings will be finalized during the project kickoff meeting. DHS has identified training two distinct training groups: DHS staff DHS Provider Network (Service providers contracting with DHS)

C.6.1. On-site training for DHS and for Service Providers to utilize the proposed solution, shall take place no later than thirty (30) calendar days prior to the go-live date.

C.6.2. On-site training to DHS and Service Providers shall be provided by the Vendor no later than thirty (30) calendar days prior to a major change in system functionality

C.6.3. Periodic –on-going training must be available for updates and new features

C.6.4. Bidder will identify any additional personnel that should be included in the training.

C.6.5. Any options regarding the amount of training

C.6.6. Distinguish the advantages of each successive option

C.6.7. For any additional training, the Bidder should include the proposed training environment, for example on-site, web, or other

C.6.8. Any requirements DHS is expected to provide

C.7. Disaster Recovery Plan

The Vendor shall develop a Disaster Recovery Plan that addresses the following:

C.7.1. The Disaster Recovery Plan shall describe the successful Vendor's approach that will be used to guide the preparation for and delivery of necessary disaster services in response to any disaster requiring extraordinary services response.

C.7.2. The Plan will identify resources involved in contingency operations, problem management and escalation procedures. Any changes to content must be approved by the state in advance

The Disaster Recovery Plan shall include the following

a) An overview of the Vendor's proposed approach to disaster services

b) Areas of the system most susceptible to failure or disaster that would result in downtime

c) Recommendations for system recovery processes, or steps to take in the event of a downtime event

d) Recommendations for comprehensively effectively mitigating the risk of a downtime event

e) Recommendations for maintaining the security of the system during a period of emergency operation

f) A test plan with metrics to assess the effectiveness of the Plan

C.8. Incident Management and Problem Escalation

Offeror shall provide procedures for incident management resolutions and problem escalation for the proposed solution, both for the use of DHS staff and for Service Providers. Procedure must show how the Offeror will address problem situations as they occur and timeframes for resolution and levels of escalation during the performance of the contract.

a) Definition of types of issues/problems and available reporting methods and available options for resolution.

b) Repair/restoration status updates — for different types of problems

c) The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution

d) Circumstances in which the escalation will occur in less than the normal timeframe,

e) The nature of feedback on resolution progress, including the frequency of feedback, both to DHS and to the Service Provider who submitted the notification of the problem;

f) Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem,

g) Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis

h) Process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure

C.9. Maintenance/Support

The proposed solution shall provide Ongoing Maintenance/Support during the performance of the contract. Support is required for ongoing maintenance, including but not limited to, standards and process updates.

C.9.1. Upgrades and/or changes to any part of the system that will affect workers' ability to check in or check out, the changes must be scheduled after 9:00 PM CST and before 5:00 AM CST, unless a different time is agreed upon by both parties.

C.9.2. All upgrades and/or changes to any part of the system shall be tested by the Vendor in a test environment prior to recommendation for implementation to the Production environment. Results of this testing shall be forwarded to DHS for review prior to approving any system changes.

C.9.3. Service providers and Oklahoma Department of Human Services staff must be notified by e-mail forty eight (48) hours prior to any scheduled maintenance along with an explanation of the maintenance changes and how the changes will correct any system issues. Also included are any potential impacts to DHS, DHS Service Providers, or OHCA.

C.9.4. Offer shall provide a detailed Help desk description

C.9.5. Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem,

C.9.6. Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis

C.9.7. Support availability (days of the week and time)

C.9.8. Software configuration and any new software release, software patch update or software upgrade.

C.9.9. Offer shall list the frequency of product upgrades and patches made to current platform. Are upgrades and patches optional or mandatory

C.9.10. Ongoing maintenance shall be quoted both monthly and quarterly, although it shall be invoiced/paid quarterly.

C.10. Project Management

Kickoff Meeting -The project schedule/work plan will include a kickoff meeting to be held at DHS within 14 days of award. The minimum participants from the Vendor's team at this kickoff meeting will be the OMES Contract Monitor, the Vendor's Manager/Account Executive providing corporate oversight of the project, and at least one Lead Developer. In the event that a component of the system is provided through a subcontractor, the subcontractor's Project Manager and technical representative will be at the kickoff meeting. OMES will provide meeting space and similar representation. The Vendor shall provide a written report to the OMES Contract Monitor within 5 working days documenting all discussions and decisions conducted at the kickoff meeting.

Project Schedule – The final Project Schedule, implementation/Work Plan, will be developed by the Vendor with input and final approval by DHS. The agreed-upon project schedule may not be modified without the mutual written consent of the DHS Contract Monitor and the Vendor's Project Manager.

Additional Project Management Support – If the project encounters difficulty, OMES may require additional meetings or progress/status reports. The Vendor shall maintain and support such additional project management support in the format and at the frequency deemed necessary by OMES, at no additional cost. At the discretion of OMES, such support may take the form of written reports, conference calls, and/or face-to-face meetings, as required.

Progress Reports – The successful Vendor shall provide periodic progress reports to the DHS, at a frequency to be mutually agreed-upon, but not less often than monthly. Progress reports shall be provided via face-to-face meetings, conference call, or other mutually agreed methods. The Vendor shall be responsible for documenting all meetings and conference calls. Written summaries of meetings to include those participating, key points of discussion, any resulting decisions, or action items, and a written version of the progress report shall be provided to the DHS Contract Monitor within two (2) business days of each meeting.

Requirements/Change Management -The successful Vendor shall establish and enforce a system of requirements management/change management based upon the requirements of this RFP, the commitments made in the proposal response and the final approved requirements document. Changes to the final approved requirements must be approved in writing by the DHS Project Manager and Vendor Project Manager and any additional cost associated with the change must be identified at the point of approval. Any changes that involve additional cost or changes to the scope of the contract must be approved by OMES/ISD P

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the "best value" determination.

D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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 Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.

D.3.4. The requirements of this Solicitation 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 Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

D.4.1. VPAT Note: Accessibility is required to be a part of the selection criteria.

D.4.2. Technical Responses

D.4.3. Capability & References –**Section E. 12.3**

D.4.4. Implementation/Workplan

D.4.5. Disaster Recovery Plan

D.4.6. Incident Management/Problem Escalation

D.4.7. Staffing Plan

D.4.8. Cost

D.4.9. Demonstration

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076

- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT
- 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.5.2. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations- The vendor (s) will be required to provide product/services demonstrations. Vendors 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.

D.5.5.

D.5.6. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

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

D.5.7. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder 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 Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contact.

E.2. Preparation of Bid

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 Bid

E.3.1. All Bids must be submitted to OMES – ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.

E.3.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

E.3.3. E**ach Bidder must submit one (1) original hard-copy of the Bid and ten (10) duplicate copies for a total of eleven (11) hard-copy documents. In addition, each Bidder must submit one (1) original and one (1) copy of the Bid on CD, or DVD, for a total of two (2) electronic documents in a "machine readable" format.**

One (1) CD, or DVD, shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

E.3.4. All information relating to price/costs are to be sent in a separate binder/envelope, on a separate CD, or DVD, and clearly marked "Price/Cost".

E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.

E.3.6. Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.

E.3.7. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

E.3.8. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.

E.3.9. By submitting a Bid, Bidder 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 information.

E.3.10. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

E.3.11. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. **No previous**

solicitations or resultant contracts should be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

E.5.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

E.5.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.

E.5.3. It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

E.6.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

E.6.2. If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. Administrative Review

E.9.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on **July 21, 2015.** 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 this Solicitation. 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.

E.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

https://wiki.ok.gov/display/itprocurement/8300001130

E.10.1. Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

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

E.10.2. In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

E.10.3. When posing questions, every effort should be made to:

a) be concise

b) include section references, when possible; and

c) avoid use of tables or special formatting (use simple lists).

E.10.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on **Aug. 11, 2015,** shall not be answered.

E.11. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT?

Yes ☐ No ☐ (check one)

E.12. Bid Deliverables

Hard copy Bids should be bound, tabbed by section, and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on CD, DVD, or thumb drive machine-readable format.

E.12.1. Section One – Introduction

a) Letter of Introduction

b) Completed "Responding Bidder Information" OMES Form 076.

c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.

d) Signed Amendment(s), if any.

e) Any exceptions to solicitation terms and conditions.

E.12.2. Section Two – References

E.12.3. 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).

1) References provided by the Offeror that are invalid will deem the Offeror's response to this RFP non- responsive.

2) Failure of a reference provided by the Offeror to respond within 24 hours to inquiries made by DHS whether by e-mail, telephone, or fax may deem the Offeror's response to this RFP non-responsive

E.12.4. Capability and References- Bidder must provide a detailed, verifiable history of programs/projects, completed or started within the last five (5) years, of which DHS will only check three (3) references, proving experience in:

a) Implementing projects of similar nature and/or size, including detailed descriptions of successes and failures throughout the implementation.

b) Utilizing Project Management Institute (PMI) methodologies; and

c) Training or assisting with training of staff

E.12.5. Section Three – Company Information

E.12.6. Bidder 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 activity to report.

E.12.7. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.12.8. Section Five – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing 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 -OMES form 053 also attached is the VPAT Instructions Template.

E.12.9. Section Six – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.12.10. Pricing

All information relating to costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost."

E.13. Awardee Financial Status

Prior to award, the State may choose to request information from the Bidder 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). If the Bidder 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 Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.14. Notice of Award

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

F. PRICE AND COST

Supplier shall be compensated by a single, flat rate for products/services provided under this solicitation. The rate shall be inclusive of all Supplier costs. Supplier shall submit a proposed price for all products/services proposed which shall constitute the entire compensation due to the successful Vendor for the products/services described in this solicitation, regardless of the difficulty, materials or equipment required, and shall include all applicable taxes, fees, overhead, profits, travel, and all other direct and indirect costs incurred or to be incurred by the supplier. **Cost proposal must be submitted in excel format.** The list of provided items is not all inclusive, if additional cost related items can be added to convey additional project costs, expand list as needed. If information for a specific item is not applicable, then insert "n/a" in that area. The response to this section shall be submitted in a separate sealed envelope, which shall be identified in accordance with a**nd** submitted in a separate sealed envelope as outlined Section E.**3.4.**

F.1. Initial Cost – Year one

Implementation	Cost-Fixed Rate	Notes
Configuration		
Customization		
Maintenance		
Training		
Other (Provide detailed description)		

Total Cost 1st (initial) of Contract_____

F.2. Post implementation Costs- Fixed Rate

Optional renewal years	**Service Description i.e. Maintenance/support/Training/Licenses**	**Cost Fixed Rate**	**Notes**
Optional Renewal-Year One			
Optional Renewal - Year Two			
Optional Renewal -Year Three			
Optional Renewal - Year Four			
Other			
Total			

Total Project Cost (Fixed Rate) _____

F.3. Optional- Value Added Products/ Services

Offeror may include pricing for valued- added options that may benefit the agency, C**ost for any Optional- Value Added product and /or services shall not be include in the total cost of the initial project Cost** or Post Implementation Costs.. Cost for any Optional- Value Added product and/ or services must be Price and Listed separately and identified as Optional- Value Added Products/ Services

G. CHECKLIST

G.1. Responding Bidder Information (OMES/ISD Procurement – Form 076)

G.2. Certification for Competitive Bid and Contract (OMES/ISD Procurement – Form 004)

G.3. Workman's Comp Insurance Certification

G.4. Vendor/Payee Form or W-8BEN (as required)

G.5. References (Section

G.6. Company Information

G.7. Implementation/Workplan w/Data Conversion Plan (Section C.)

G.8. Staffing Plan (Section C)

G.9. Training Plan (Section C)

G.10. Disaster Recovery Plan (Section C.)

G.11. References (E.)

G.12. VPAT (Section (E.)

G.13. Cost- (Section F-)

State of Oklahoma
Office of Management and Enterprise Services
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 Permit[1]:**

☐ 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

State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing 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 purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
    d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

State of Oklahoma
Office of Management and
Enterprise Services

Software Applications and Operating Systems VPAT

The following VPAT provides a sample format used to evaluate IT Standards applicable to Software Applications and Operating Systems established in Section 4.2 of the official IT Standards. The standards in this section provide for improved access and usability for people with vision, motor and/or cognitive disabilities. For example, one provision requires alternative keyboard navigation, which is essential for people who are blind or have low vision or for people with motor or dexterity disabilities who cannot rely on pointing devices, such as a mouse. Other provisions address animated displays, color and contrast settings, flash rate which can affect epileptic seizures and electronic forms, among others.

Responses to "Meet Standard and How" and "Not Applicable and Why" should be completed in detail. Simple "yes" or "comply" answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

Software Applications and Operating Systems - IT Standards Section 4.2 Voluntary Product Accessibility Template
Criteria: (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.
Supporting Features:
Remarks and explanations:

Criteria: (b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.
Supporting Features:
Remarks and explanations:

Criteria: (c) A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.
Supporting Features:
Remarks and explanations:

Criteria: (d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.
Supporting Features:
Remarks and explanations:

Criteria: (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.
Supporting Features:
Remarks and explanations:

Criteria: (f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.
Supporting Features:
Remarks and explanations:

Criteria: (g) Applications shall not override user selected contrast and color selections and other individual display attributes.
Supporting Features:
Remarks and explanations:

Criteria: (h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.
Supporting Features:
Remarks and explanations:

Criteria: (i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.
Supporting Features:
Remarks and explanations:

Criteria: (j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.
Supporting Features:
Remarks and explanations:

Criteria: (k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.
Supporting Features:
Remarks and explanations:

Criteria: (l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
Supporting Features:
Remarks and explanations:

Attachment A

(For informational purposes)

DATA TRANSFER FILES

This is a list of the data fields to be transmitted in XML format via FTP. The data type and length from the Waiver Management Information System Waiver Management Information System database is included for reference. Most of the manipulation of the provider ID's (branch ID, parent ID, etc.) is to deal with the structure of the Waiver Management Information System Waiver Management Information System provider data and to consolidate provider ability to logon and see data for the appropriate branch offices. Updated with current data.

PROVIDER

Field	Data Type	Note
Trans Type	char(1)	A=add; U=update; D=delete
Provider Id	Int.	Waiver Management Information System Waiver Management Information System primary key for this provider
Provide r Name	varchar(75)	Provider name
Provider DHS Id	char(10)	Provider DHS ID (Medicaid ID)
providerPhone1	char(10)	Provider contact phone
Provider Street	char(75)	Mailing address street
Provider City	char(16)	Mailing address city
Provider State	char(2)	Mailing address State
Provider Zip	char(9)	Mailing address zip
Provider Contact	varchar(50)	Provider contact person
Provider Email	varchar(40)	Provider email
Provider Tax Id	varchar(12)	Provider tax ID number
Claims Street	char(75)	Pay to address street
Claims City	char(16)	Pay to address city
Claims State	char(2)	Pay to address State
Claims Zip	char(9)	Pay to address zip
Provider Type	char(3)	CM, HH
Parent Id	Int.	Waiver Management Information System Waiver Management Information System primary key of provider defined as parent to this office (if any). If none defined, then the ID of this provider
Office Type	char(10)	HQ, BR, NONE
MEMBER		
Trans Type	char(1)	A=add; U=update; D=delete

MEMBER

Field	Data Type	Note
member ID	Int.	Waiver Management Information System Waiver Management Information System primary key for this member
last Name	varchar(50)	Member last name
first Name	varchar(50)	Member first name
Member DHS Id	char(10)	Member DHS ID (Medicaid number)
DOB	Date-time	Member date of birth (will come as a string with no time components MM/DD/YYYY)
gender	char(1)	Member gender
SSN	char(9)	Member SSN
memberPhone1	char(10)	Member phone
Member Street	char(25)	Member address street
Member City	char(15)	Member address city
Member State	char(2)	Member address State
Member Zip	char(5)	Member address zip
county	varchar(50)	Member address county
Diagnosis Code	char(8)	Member diagnosis code
Cm Provider	Int	Waiver Management Information System Waiver Management Information System primary key of CM agency for this member
Member Status	Char(10)	Current Waiver Management Information System Waiver Management Information System status of member. Values are 'Active' (member status = new, reactivate, resume), 'Suspend' (suspend), 'Inactive' (all others)
Member Status Date	Date - Time	Date of current status.

SERVICE LINES

Field	Data Type	Note
Trans Type	char(1)	A=add; U=update; D=delete
Line Id	Int.	Waiver Management Information System Waiver Management Information System primary key for this service line
Line Member Id	Int.	Waiver Management Information System Waiver Management Information System primary key for the member for this line
Line Provider Id	Int.	Waiver Management Information System Waiver Management Information System primary key for the provider of this service
Line Provider Location Code	char(1)	Location code for provider for this line
Service Code	char(5)	Service code for this service
modifier1	char(2)	Modifier 1 for this service code
modifier2	char(2)	Modifier 2 for this service code

SERVICE LINES

Field	Data Type	Note
modifier3	char(2)	Modifier 3 for this service code
modifier4	char(2)	Modifier 4 for this service code
line Units	Int.	Number of units for this line
line Frequency	char(1)	Frequency of units (D,W,M,Y)
Line Beg Date	date time	Date service begins (will come as a string with no time components MM/DD/YYYY)
Line End Date	Date-Time	Date service ends (will come as a string with no time components MM/DD/YYYY)
Line Rate	decimal(8,2)	Rate per unit for service
Line Pa Number	char(10)	Prior Authorization (PA) number for line
Pa Units	Int.	Authorized units sent to OHCA
Pa Frequency	char(1)	Frequency of PA units (D=Daily, W=Weekly, M=Monthly, and Y=Yearly)
Cm Provider Id	Int.	Waiver Management Information System Waiver Management Information System primary key for case management agency for this member. Will be the same for all lines for a member unless some other data structure is defined to hold it (e.g. the member file).
Branch Provider Id	Int.	The ID of the provider defined in the plan header
Plan Number	char(2)	Plan number for this line
Line Display Provider	varchar(75)	Provider name of actual service provider
Line Real Provider Id	Int.	Provider ID of actual service provider

This file was added on 2/12/2007 to enable Vendor to update rate information. Information for all IVR services is transmitted every day whether there are any changes or not.

Field	Data Type	Note
Description	varchar(40)	Description of service
Service Code	char(5)	Service code
Modifier1	char(2)	First modifier for service
Modifier2	char(2)	Second modifier for service
Length Of Unit	Int.	Number of minutes in a unit of this service
Current Cost Per Unit	float	Current rate for this service
History Cost Per Unit	float	Previous rate for this service
Begin Date	Date-Time	Date service went active for ADvantage
End Date	Date -Time	Date service went inactive for ADvantage
Service Record Id	Int.	Unique ID for this service record
Service History Id	Int.	Unique ID for the current history record for this service

Attachment B

(For informational purpose)

IVR Program Information

The Oklahoma Health Care Authority (OHCA) is the Oklahoma Medicaid Single State Agency. DHS is designated through an interagency agreement with the OHCA to provide State Plan Personal Care Services and for all Medicaid 1915(c) Home and Community Based waiver programs. Aging Services Division (ASD) is the division within DHS that is responsible for overseeing and monitoring the provision of services for Medicaid State Plan Personal Care program and for the ADvantage 1915(c) home and community-based waiver which provides services to frail elders and to adults with physical disabilities.

DHS /ASD directly manage the State Plan Personal Care (SPPC) program through state nursing staff located at county offices across the state. DHS /ASD manage the ADvantage home and community- based waiver with the assistance of contracted Case Management Service providers across the state.
The combined SPPC and ADvantage programs serve approximately 19,500 individuals daily (2,000 SPPC and 17,500 ADvantage).

The core services provided are personal care which is provided in members' homes. Service delivery is provided through a network of Service providers who are certified as qualified by the AA or by DHS and contracted with OHCA. The provision of services is authorized by DHS.

Services can be provided either by agency or by individual Service providers. When individuals provide services, members or their representatives directly supervise the provision of service. Based on Internal Revenue Service (IRS) regulations, these individual service providers are considered to be employees of the member. As such, the member is responsible for all normal employer functions although the state or its contracted agent serves as the IRS fiscal agent to assist with some functions such as processing employee payroll, withholding taxes and filing required IRS reports.

The Oklahoma Department of Human Services maintains a Waiver Information Management System (WMIS) that contains demographic, service plan and other information for all ADvantage waiver members and Oklahoma Department of Human Services maintains a similar system for SPPC member information.

Also, Waiver Management Information System Waiver Management Information System contains information about each contracted Service provider which allows the system to generate a Medicaid Management Information System (MMIS) service authorization with Service provider and participant specific information necessary to the provision of services.

An IVRA or EVV system has been operating successfully through a contracted Supplier for the past three years. Currently, the Interactive Voice Response Authentication system or Electronic Visit Verifications used for services of Personal Care, Advanced/Supportive Restorative Assistance (ASR – an advanced personal care) In-Home Respite, Case Management and for Nursing. Participating agency SPPC and ADvantage in-home workers check in to a toll-free number on arrival and again on departure to document the location, task performed and time of care given. In addition, the system utilizes a voice recognition component to verify that the worker is the individual authorized to deliver service to the specific member. Oklahoma Department of Human Services uses Waiver Management Information System Waiver Management Information System to transmit service authorization to the MMIS prior authorization file and to provide service authorizations to Service providers of home and community based services.

These authorizations are sent to Service providers and include the information regarding service delivery, including the amount, duration and frequency of the service. For services like personal care, this would include the number of units per week. For services like Skilled Nursing, the authorization could indicate the number of units of service to be provided in a month or year. All authorizations include the service recipient ID, provider of service, service code, and amount to be reimbursed per unit, the date the service is to start and an ending date of the authorization. Once Service providers receive these service authorizations they are to begin delivery of the services and are to provide the services in accordance with the schedule and units specified.

For ADvantage and SPPC members, Oklahoma Department of Human Services transmits to the IVRA or EVV new and updated service authorization information on a daily basis. This includes Service, authorizations, and participant information. For SPPC members, the Service provider agency is currently responsible for providing Provider and some participant information to the IVRA or EVV through a web-based interface screen. In addition the Service provider agency is responsible for providing updates of certain information like member phone number and address changes to the Interactive Voice Response Authentication system or Electronic Visit Verification through a web-based interface screen on an as needed basis.

On a daily basis, the IVRA or EVV documents delivery of service and prepares an 837P electronic claim for submission to MMIS for processing payment for services delivered.

DHS staff and Service providers access web-based screens and reports to monitor service delivery. Monitoring is done on a real time basis and is used to ensure services are delivered and to determine appropriate billing is occurring.

In addition, the IVRA or EVV supports an encounter data download function for participating Service providers and DHS. Through the I Interactive Voice Response Authentication, or Electronic Visit Verification system, the Service provider and DHS will be able to create and download a file of encounter data records that the Service provider can then functionally export into their back office business accounting software system used for payroll and other business functions.

Attachment C

(Reporting Requirements Information)

Attachment C- Jurisdictional Utilization Report

Minimal Requirements for the Electronic Visit Verification (EVV) Department of Human Services (DHS) Medicaid Services Unit's (MSU) Jurisdictional Utilization Report

The purpose and value of receiving the Utilization Report is in part to satisfy MSU's performance measures as mandated by the Centers for Medicare and Medicaid Services (CMS). Additionally, the Utilizations Report will be used as assurance the EVV system is achieving optimal performance and to ensure that the EVV software system achieves or exceeds the outcomes as specified in this Solicitation.

The **required componen**ts to the Utilization Report are the following:

A. **Utilization of the EVV system**- This aspect of the report must provide a granular analysis of who, what, when and where the system is being used. Contracted provider agencies who deliver services to MSU's program recipients are required to use the EVV system for billing. The utilization report should minimally communicate how each provider has engaged the system, specifically:

a. Identify the provider
b. What service was billed
c. How many persons are served
d. Total billed claims
e. Number of invoices submitted
f. Number of claims created via the web interface
g. Number of claims created via the EVV check-in/check-out
h. Total number of claims submitted to OHCA
i. Total billed units
j. Total claims billed and the exported amount

B. **Performance of the System** – This aspect of the report is concerned with the provision of analytics that will provide MSU/DHS with assure that the system is functioning as required. The actual presentation of this report may vary depending upon the how the software function and design. Formatting of this aspect of the report will reflect each component of the overall system functionality for example (This is not an exhaustive list of requirements) :

a. All EVV calls by weekday and hour
b. Claims creation via EVV, check-in check-out
c. Claims created via web
d. Successful logins
e. Confirmed claims
f. Exported Claims
g. Biometric results
h. Call length
i. Active vs. inactive entities

C. **Claims Delivery and Acceptance**- This report will provide a view of the end-to-end claims reconciliation process. Claims creation, submission, and remittance must be tracked, to ensure all claims are successfully paid. System reporting should allow MSU/DHS and its contracted providers to have complete visibility of the claims submission and adjudication process. Rejected or denied claims should be clearly identified where the appropriate entity, be that MSU/DHS, contracted providers, or the EVV vendor can identify necessary corrections and take action in a timely manner.

Attachment D

(Reporting Requirements Information)

Provider Activity Report

Proposed Requirements for the Electronic Visit Verification (EVV) Department of Human Services (DHS) Medicaid Services Unit's (MSU) Provider Activity Report

The purpose of this report is to list all services performed during a given time period and the total dollars billed to OHCA, that can either be searched by Member or worker. The report will allow the State to monitor provider activity concerning revenue billed by a selected worker for a specified time period. In generating a report, the system should allow users to run the report on a per Member, per Provider basis. The system should have the capacity to run for multiple months (up to a year) per Member, and to have a sort option to sort by date service provided, service type, and filter appropriately. MSU/DHS should be able to identify compliance/noncompliance in workers activity, for example, instances where a worker reports unusually high number of hours worked as that could be considered "inappropriate billing". Note: ***The actual presentation of this report may vary from the requirements included here based on how the vendors software system may aggregate data. MSU/DHS maintains the right to require the vendor's system to conform to the policy, procedure, laws, rules and regulations of DHS/MSU and the State of Oklahoma.***

At a minimum, the report should include all services documented via the EVV system including:

- T1016 Case Management
- T1016TN Case Management Very Rural
- T1016 U3 Transition Case Manager standard
- T1016 TN U3 Transition Case management – Very rural
- T1019 PCA
- T1019Tf ASR
- T1002 RN
- G0154 SN
- G0151 Physical Therapy
- G0152 Occupational therapy
- G0153 Speech and Language Therapy
- T1005 in home Respite
- S9125 In home extended Respite
- S9126 Hospice

Additionally, the data elements captured in this report should minimally include:

- Agency Name
- Client ID (Medicaid Number)
- Client Name
- Claim number
- Claims Status (billed, paid, not billed, etc.)
- Date of Service
- Program Type (ADvantage, State Plan Personal Care, etc.)
- Service Code (with modifier, if applicable)
- Service type (Personal Care, ASR, CM, Skilled Nursing, etc.)
- Activity Code (bathing, housekeeping, etc.)
- Worker ID
- Worker Name
- Worker Role (PCA, CM, RN, etc.)

- Check-In time
- Check-Out time
- Actual Units
- Authorized Units
- Paid Amount
- Payment Date
- Export Date
- Exceptions (no call in, actual hours more than authorized, etc.)

Attachment E

DHS GLOSSARY of Terms

1) AA – Administrative Agent
2) ADvantage – a Sooner Care program that provides services in the home to frail elders and adults with disabilities as an alternative to nursing facility care
3) Agency – depending on context, a service provider or an administrative division of government
4) Agent – a person or organization with legal/contractual authorization to act on behalf of another person or organization
5) ASD – Aging Services Division
6) ASR – Advanced / Supportive Restorative Assistance
7) CD-PASS – Consumer Directed Personal Assistance Services and Supports
8) CMS – Centers for Medicare and Medicaid Services
9) EBT– Electronic Benefit Transfer
10) EFT–Electronic Funds Transfer
11) ELDERS –Electronic Data Entry and Retrieval System
12) EPS – Electronic Payment Services
13) Identified Cost(s) or Damages- The sum or amount of payment for punitive damages sought against the Supplier, for breach or failure to provide or complete the work stated and agreed upon in the contract between the Supplier and DHS.
14) IRS – Internal Revenue Service
15) IVR – Interactive Voice Response
16) IVRA – Interactive Voice Response Authentication
17) Member - an eligible participant in Oklahoma Sooner Care, a Medicaid program
18) MMIS – Medicaid Management Information System
19) Mobile Solution – Interactive Voice Response Authentication system or Electronic Visit Verification for electronic visit verification of service delivery that does not rely upon the traditional land-line phone system.
20) Oklahoma Health Care Authority
21) Participant – by context of use a member associated with a specific Sooner Care program, sub-group or service delivery status
22) POS – Point of Service
23) Service Provider – an organization or individual holding a SOONERCARE Medicaid contract to provide services to ADvantage eligible members
24) Sooner Care – Oklahoma's Medicaid program
25) SPPC – State Plan Personal Care
26) Supplier – Vendor, Offeror, successful contractor
27) TPIN –Telephone Personal Identification Number
28) Unit – a Sooner Care policy defined time duration of service delivery (usually 15-minutes)
29) WMIS– Waiver Management Information System
30) Worker – an employee of a Home Care service provider agency or a worker of a member/employer under CD-PASS who provides direct care services to an ADvantage member

31) 835 File – The 835 transaction is designed to transmit remittance information on one payment for one or multiple claims from one Payer to one Payee, and/or non-claim related payment information from one Payer to one Payee. The hierarchy of the looping structure is payer, Payee, one or more Claims payments with adjustments ("Claim Header Level") with one or more associated Service Lines with adjustments.
32) 837 File – The 837 file is a transaction files sent to the OHCA by the EVV Contractor on behalf of DHS. The file formatted to comply with Insurance Portability and Accountability Act (HIPPA) was passed in 1996. The submitter of claims for reimbursement, to comply with the electronic data interchange (EDI) standards for health care, established by the Secretary of Health and Human Services (HHS). For the health care industry to achieve the potential administrative cost savings with EDI, standard transactions and code sets have been developed and need to be implemented consistently by all organizations involved in the electronic exchange of data.
33) 999 File – Is a response notification generated by the OHCA when the submitter's files have been rejected upon being systematically audited for HIPPA compliance.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
State of Oklahoma

Business name/disregarded entity name, if different from above
Office of Management and Enterprise Services

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☑ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
3115 N. Lincoln Blvd.

Requester's name and address (optional)

City, state, and ZIP code
Oklahoma City, OK 73105

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
7 3 – 6 0 1 7 9 8 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ R. [signature] Date ▶ 1/8/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.