



**State of Oklahoma
Oklahoma Health Care Authority**

Solicitation

1. **Solicitation #:** 8070000441

2. **Solicitation Issue Date:** 5.24.2010

3. **Brief Description of Requirement:**

The State of Oklahoma (State), by and through its designated Medicaid agency, the Oklahoma Health Care Authority (OHCA), is issuing this Solicitation in order to obtain proposals from Suppliers to perform Medicaid third party liability (TPL) revenue collection services.

4. **Response Due Date¹:** JUNE 29, 2010

Time: 3:00 PM CST/CDT

5. **Issued By and RETURN SEALED BID TO²:**

Oklahoma Health Care Authority

- U.S. Postal Delivery: 4545 North Lincoln Blvd, Suite 124, Contract Development Legal Division, Attn: Judy Wilson, Oklahoma City, Oklahoma 73105-3413
- Carrier Delivery:

6. **Solicitation Type** (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. **Shipping Location:**

8. **Contracting Officer:**

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries

Name: Judy Wilson, Sr. Contract Coordinator
Phone: 405.522.7116 or 405.522.7692
Email: Judy.Wilson@okhca.org



**State of Oklahoma
Oklahoma Health Care Authority**

Responding Bidder Information

*"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation*

1. RE: Solicitation #

2. Bidder General Information:

FEI / SSN :

VEN ID:

Company Name:

3. Bidder Contact Information:

Address:

City:

State:

Zip Code:

Contact Name:

Contact Title:

Phone #:

FAX#:

Email:

Website:

4. Oklahoma Sales Tax Permit³:

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 (<http://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.)⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/documents/WorkersComp.pdf>



**State of Oklahoma
Oklahoma Health Care Authority**

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

A certification shall be included with any competitive bid and/or contract 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.

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

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with any other forms completed as required by the solicitation.
- A.2.2.** Bids shall be submitted to the procuring agency 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 RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004A, 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.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Pencil bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an amendment is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3.** It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to acquire any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency 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 RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

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

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Health Care Authority located at 4545 North Lincoln Blvd, Ste. 124, Oklahoma City, Oklahoma 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

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. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

A.8. Late Bids

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

A.9. Legal Contract

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

A.10. Pricing

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are 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 will 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.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

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

A.14. Award of Contract

- A.14.1.** The procuring agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the procuring agency to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

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

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B 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

RFP GENERAL TERMS AND CONDITIONS

B.1. PARTIES

OKLAHOMA HEALTH CARE AUTHORITY

B.1.1 OHCA is the single state agency designated by the Oklahoma Legislature through 63 Okla. Stat. §5009(B) to administer Oklahoma's Medicaid Program, known as SoonerCare.

B.1.2 OHCA has authority to enter into this Contract pursuant to 63 Okla. Stat. §5006(A) and 74 Okla. Stat. §85.1. OHCA's Chief Executive Officer has authority to execute this contract on OHCA's behalf pursuant to 63 Okla. Stat. §5008(B).

SUPPLIER

B.1.3 Supplier states that it has the experience and expertise to perform the services required under the contract.

B.1.4 Supplier has the authority to enter the resulting contract pursuant to its organizational documents, by laws, or property enacted resolution of its governing authority. The person executing the resulting contract for Supplier has authority to execute the resulting contract on Supplier's behalf pursuant to the Supplier's organizational documents, bylaws, or properly enacted resolution of Supplier's governing authority.

B.2. CONTRACT TERM

B.2.1 The contract shall begin on the 7/1/2010 and terminate on June 30, 2011, with an option to renew for four (4) more years. A change order to the original purchase order will be issued to the Supplier to exercise the four (4) renewal option periods. The option to renew shall be at the sole discretion of the OHCA based on its needs and funding availability.

CONTRACT GENERAL TERMS AND CONDITIONS

B.3. ASSIGNMENT

Supplier shall not assign or transfer any rights or obligations under this contract without prior written consent of OHCA.

B.4. AUDIT AND INSPECTION

B.4.1 The Supplier shall keep records as are necessary to disclose fully the extent of service provided under this contract, and shall furnish records and information regarding upon request to the OHCA, the State Auditor & Inspector (SA&I), Department of Central Services – Central Purchasing Division (DCS), the General Accounting Office (GAO), and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) for six years from the ending date of this contract, which includes all renewal options. 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 investigation agency that the audit, review or investigation is complete.

B.4.2 Authorized representatives of OHCA, SA&I, DCS, GAO, and the Secretary shall have the right to make physical inspection of the Supplier and to examine records relating to financial statements or claims submitted by the Supplier under this contract and to audit the Supplier's financial records.

B.4.3 Pursuant to 74 Okla. Stat. §85.41, OHCA and the SA&I shall have the right to examine the Supplier's books, records, documents, accounting procedures, practices, or any other items relevant to this contract. The OHCA shall allow for the inspection of public records in accordance with the provisions of the Oklahoma Open Records Act.

B.5. CONFIDENTIALITY

B.5.1 Supplier agrees that SoonerCare member information is confidential and is not to be released to the general public under 42 USC. §1396a (7), 42 CFR §431:300-306 and 63 Okla Stat §5018 (Supp.1996). Supplier agrees not to release the information governed by these SoonerCare member requirements to any other state agency or public citizen without the approval of OHCA.

B.5.2 The Supplier agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §160-164 that are applicable to the Supplier as mandated by the Health Insurance and Portability and Accountability Act of 1996 (HIPAA).

B.5.3 Contractor agrees that SoonerCare member information is confidential pursuant to 42 U.S.C. §1396a(7), 42 C.F.R. §431:300-306, and 63 Okla. Stat. §5018. Contractor shall not release the information governed by these requirements to any entity or person without proper authorization or OHCA's permission. The use or disclosure of information concerning members shall be limited to purposes directly connected with the administration of the state's Insure Oklahoma and SoonerCare program. This restriction shall also apply to the disclosure of information in summary, statistical, or other form which does not identify particular individuals.

B.5.4 Contractor shall have written policies and procedures governing the use and removal of member records from Contractor's facility. The member's written consent shall be required for release of information not authorized by law, which consent shall not be required for state and federal personnel working with records of members.

B.5.5 Contractor agrees that SoonerCare member and provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OHCA.

B.5.6 Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Parts 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 U.S.C. §§1320d -1320d-8.

- B.5.7** Contractor must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OHCA Privacy and Confidentiality Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract.
- B.5.8** Contractor agrees to report potential known violations of 21 Okla. Stat. §1953 to the OHCA Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- B.5.9** Contactor shall following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health) Act or accompanying regulations, notify the OHCA of such breach pursuant to the terms of 45 CFR §164.410 and cooperate in the OHCA's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall provide such notification to OHCA without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the elements required in 45 CFR §164.410.
- B.5.10** Contractor shall report to the OHCA any use or disclosure of PHI which in not in compliance with the terms of this contract of which it becomes aware. Contractor shall report to OHCA any Security Incident of which it becomes aware. For purposes of this contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this contract.

B.6. CONFLICT OF INTEREST

Supplier certifies and agrees that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the performance of a contract resulting from this ITB. and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

B.7. DISPUTES

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the resulting contract. When a dispute arises between OHCA and the Supplier, both parties will attempt to resolve the dispute pursuant to Oklahoma Central Purchasing Act, 74 Okla. Stat § 85, et seq.

B.8. LAWS APPLICABLE

- B.8.1** The parties to this contract acknowledge and expect that changes may occur over the term of this contract regarding (i) federal Medicaid statutes and regulations, (ii) state Medicaid statutes and rules, and (iii) state statutes and rules governing practice of health-care professions. The parties shall be mutually bound by such changes.
- B.8.2** The Supplier shall comply and certify compliance by its signature on this contract with the following:
 - B.8.2.1** the Age Discrimination in Employment Act, 29 USC §621 et seq.;
 - B.8.2.2** the Rehabilitation Act, 29 USC §701 et seq.;
 - B.8.2.3** the Drug-Free Workplace Act, 41 USC §701 et seq.;
 - B.8.2.4** Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;
 - B.8.2.5** the Civil Rights Act, 42 USC §§2000d et seq. and §§2000e et seq.;
 - B.8.2.6** the Age Discrimination in Federally Assisted Programs, 42 USC §6101 et seq.;
 - B.8.2.7** Equal Opportunity for Individuals with Disabilities 42 USC §12101 et seq.;
 - B.8.2.8** the Oklahoma Worker's Compensation Act, 85 Okla. Stat. §et seq.;
 - B.8.2.9** the Fair Labor Standards Act, 29 USC §201 et seq.;
 - B.8.2.10** the Equal Pay Act, Public Law 88-38, 77 Stat. 56;
 - B.8.2.11** the Vietnam Era Veterans Re-adjustment Act of 1974, 38 USC §4212; 31 USC §1352 and 45 CFR §93.100 et seq., which (1) prohibit use of federal funds paid under this contract to lobby Congress or any federal official to enhance or protect the monies paid under this contract and (2) require disclosures to be made if other monies are used for such lobbying;
 - B.8.2.12** Presidential Executive Orders 11141, 11246 and 11375, which together require certain federal Suppliers and sub-suppliers to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;
 - B.8.2.13** 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;
 - B.8.2.14** 74 Okla. Stat. §85.44(B) and (C) and 45 CFR §74.34 with regard to equipment (as defined by 2 CFR, Part 230) purchased with monies received from OHCA pursuant to this contract;
 - B.8.2.15** the Anti-Kickback Act of 1986; 41 USC §51-58, which prohibits any person from providing or attempting to provide or offering to provide any kickback;
 - B.8.2.16** Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801.
 - B.8.2.17** The explicit inclusion of some statutory and regulatory duties in this contract shall not exclude other statutory or regulatory duties.
 - B.8.2.18** For the purpose of Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.
 - B.8.2.19** If any portion of this contract is found to be in violation of State or Federal Statutes, that portion shall be stricken from this contract and the remainder of the contract shall remain in full force and effect.

B.9. PAYMENTS/REIMBURSEMENT

B.9.1 In consideration of satisfactory performance of the Duties of the Supplier enumerated in Section C of this RFP, OHCA shall pay the Supplier a fixed percentage rate of the collected monies submitted to OHCA on a monthly basis (see Section H). Payment shall be issued to Supplier upon receipt of funds, and not before. All travel costs shall be reimbursed in accordance with the State Travel Reimbursement Act, 74 Okla. Stat. §500.1 et seq

B.9.2 Supplier shall submit a proper invoice for services rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) Supplier name; 2) telephone number; 3) FEI or vendor number; 4) invoice number; 5) purchase order number (were applicable); 6) description of service(s); 7) date(s) of service; and, 8) amount(s) collected, submitted and total due. Supplier shall maintain documentation of all billed charges and shall make such documentation available to OHCA upon request or as otherwise stated in this contract. Supplier shall submit invoices to the following address:

Oklahoma Health Care Authority
Division of Finance, General Accounting
P.O. Box 18299
Oklahoma City, OK 73154

B.9.3 OHCA shall have forty-five (45) days from the date that a proper invoice is received by OHCA to pay claims pursuant to the terms of this Solicitation. If OHCA fails to pay an invoice within that time, Supplier shall have right to interest upon the invoice amount consistent with 62 Okla. Stat. §41.4a and 62 Okla. Stat. §41.4b.

B.9.4 Supplier(s) shall have the later of: (a) ninety (90) days from the final date of service(s) rendered under the terms of this contract; or (b) ninety (90) days from the expiration of this contract to submit invoice(s) for payment. OHCA will not be held responsible for payment of invoices submitted in excess of these time limitations.

B.10. LIMITATION OF LIABILITY

B.10.1 The parties intend that each shall be responsible for its own intentional act and negligent acts or omissions to act. The OHCA shall be responsible for the acts and omissions to act of its officer and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, 51 Okla. Stat. §151, et seq. The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Supplier agrees to hold harmless the OHCA of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of the contract resulting from this ITB process. It is the express intention of the parties hereto that the contract resulting from this ITB process shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

B.11. QUESTIONS AND ANSWERS

B.11.1 All questions and requests for clarification or changes relative to the RFP regarding the meaning or interpretation of any RFP provision may be submitted by e-mail to: Judy.Wilson@okhca.org. Questions will not be accepted by mail, fax, or telephone. A confirmation e-mail will be sent to the Bidder to confirm receipt of the questions.

B.11.2 Bidders must submit questions no later than 5:00 p.m. Central Time on June 8, 2010.

B.11.3 All answers to the questions shall be posted on the OHCA website (<http://www.okhca.org>) as amendments to the RFP. Access the amendment documents by clicking "About Us" at the top of the page then on "Procurement" in the column on the left side of the page and then select the appropriate RFP posted.

C. SOLICITATION SPECIFICATIONS

Scope of Work

Third Party Liability (TPL) refers to the legal obligation of third parties (i.e., certain individuals, entities, or programs), to pay all or part of the expenditures for medical assistance furnished under a State plan. The Medicaid program by law is intended to be the payer of last resort; that is, all other available third party resources must meet their legal obligation to pay claims before the Medicaid program pays for the care of an individual eligible for Medicaid. Examples of third parties which may be liable to pay for services include private health insurance, Medicare, employment-related health insurance, court-ordered health insurance derived by noncustodial parents, court judgments or settlements from a liability insurer, workers' compensation, first party probate-estate recoveries, long-term care insurance, and other State and Federal programs (unless specifically excluded by Federal statute).

The State uses two approaches to ensure the application of third party coverage for SoonerCare members:

1. Claims processing edits: The Medicaid management Information System (MMIS) applies edits that identify the existence of other insurance during the claims processing process. SoonerCare claims for these members are denied when available third party insurance has not been used. These front-end edits prevent inappropriate payment from being made in cases where a third party carrier should cover part or all of the services provided (cost avoidance method).
2. Post-payment review and recovery: The State or its contractor who test claims for the existence of third party payments does a post-payment review of paid SoonerCare claims. The availability of third party insurance for a specific service provided is verified and when determined appropriate, recovery activities are undertaken (pay and chase method).

OHCA is responsible for recovery initiatives and cost avoidance when third party resources are available and have not been utilized. OHCA utilizes a small internal State management staff, with the assistance of a nationwide healthcare consulting firm to conduct the TPL activities. The services provided by the nationwide contractor currently require re-procurement. OHCA and successful Supplier must ensure that this re-procurement does not delay the identification and updating of available third party coverage, as well as, continue the post payment activities without loss of recoveries.

To that end, the selected Supplier shall be required to have third party matching agreements in place and be able to perform all required post payment recovery activities at the start of the Agreement. This will ensure that there is no interruption of updates to third party insurance coverage for SoonerCare members; therefore, allowing a continuous cost avoidance and recovery process to remain active for SoonerCare claims. The cost avoidance and recovery processes are crucial and in order to maximize recoveries, improvements, enhancements or variations to these activities may be necessary, at the time of procurement or in the future, for the functions to be up-to-date and effective. This is a comprehensive contract that involves all aspects of other payer identification and third party recovery efforts related to commercial insurance. TRICARE (CHAMPUS and CHAMPVA), Medicare Parts A, B, and D, as well as other requested payment integrity initiatives. This function requires the resources and technical skills to manipulate large data files and interface with the State's computer systems, as well as, have experience and knowledge in the third party laws and requirements. It is necessary to have expertise and access to the insurance industry and CMS to broker agreements and conduct computer matches to accomplish the verification of third party coverage. A strong provider relations team is also necessary to engage providers with questions and provide clarification regarding work processes. It is also necessary that the Supplier work with as little intrusion of State staff as possible, thereby supporting OHCA initiatives without increasing the workload of the State's units. This Solicitation will be awarded in whole to one Supplier.

C.1. Medicaid Match & Recovery Activities

Identification of TPL to Avoid Cost of Claims: OHCA complies with federally mandated cost avoidance requirements to deny and avoid the cost of claims when there is a known third party liability available to provide payment. These third party liabilities are identified with an insurer code and are maintained in the MMIS. They are added to this database by the State as a result of its investigation following member/provider eligibility interviews or by the supplier after matching files with insurance carriers, Medicare, and other TPL files. Responsible relatives (usually absent parents) are also matched with insurance carrier files.

The insurance identification and verification processes are crucial to maximize savings and minimize unnecessary expenditures. These processes provide identified and verified third party carrier specific eligibility, information to the front-end of the State payment system. The supplier must be able to verify insurance segments with a high rate of proficiency, performing quality control steps to ensure that the most current and accurate data is added to the file on a timely basis. This provides third party carrier-specific eligibility information to the front-end of the State payment system for categories of service including major medical, dental, prescription drug, and optical claims. The third party file matches described above are the source of this information and in addition may be supplemented by any other expertise, enhancements or new resources a supplier can provide.

C.1.1. Supplier shall provide the following services in order to perform the services described above:

- a. Direct inquiry to insurance carriers
- b. Conduct employer surveys
- c. Online electronic capabilities
- d. Highly accurate quality control process
- e. Proficient providers relations staff
- f. Reconcile weekly loads to the third party database with output reports

C.2. Retroactive Third Party Recoveries

The Supplier directly bills claims with potential third party coverage to the insurance carriers. Claims direct billed to carriers are payable by check to the State of Oklahoma and are mailed or electronically transferred to a designated bank account maintained by the supplier; or post payment audits can be performed which instruct providers to bill the insurance carrier and submit to the supplier, within 90 days, then supply documentation of a denial or indicate they have voided or adjusted the SoonerCare claim. The accounts receivable system is also used to track all directly billed and audited claims. The supplier accounts for all claims on its accounts receivable system and posts payments received. Supplier shall also electronically populate the State's system with information on the claims that are billed and have received some type of payment. State staff reconciles the bank statements and approves fee payments based on verified recovery amounts. The State will arrange for periodically sweeping funds from this account or other transfer arrangements.

C.3. Provider Relations

Supplier shall:

- C.3.1.** Maintain a Provider Relations Unit with professional staff;
- C.3.2.** Train and supervise clerical and line staff in the TPL provider relations and recovery functions in accordance with all applicable federal and state regulations and policies;

- C.3.3. Review provider responses, including Explanation of Medical Benefits (EOMB), documentation, refunds, remittance statements, and any other documentation the provider may submit refuting third party liability;
- C.3.4. Determine if a provider's response is adequate to settle disputed claim status; and based on such documentation make all necessary updates to the claims database to preclude voiding claims where no TPL coverage exists;
- C.3.5. Respond to provider inquiries regarding the initial mailings and provide explanations before and after the recovery has occurred;
- C.3.6. Investigate and resolve provider disagreements resulting from voiding of claims;
- C.3.7. Perform queries of TPL database as requested by OHCA;
- C.3.8. Prepare void and adjustment files for OHCA submission and fiscal reporting purposes;
- C.3.9. Reconcile void and adjustment files to output reports;
- C.3.10. Troubleshoot and investigate claims resolution issues with OHCA staff to accurately make recoveries and adjustments to provider claims to maintain the integrity of the MMIS (i.e. untimely filing, duplicate claims or payments, member eligibility, prior authorization requirements, formulary file issues, etc.);
- C.3.11. Not charge a fee for any actions that do not result in a recovery or cost avoidance of SoonerCare monies.

C.4. Post Payment Audits

Supplier must be available to assist OHCA in conducting reviews of potential duplicate payments, overpayments, or any third party or other related payment discrepancies identified through the additional analysis of provider or direct billing denials that may have resulted in appropriate payments.

C.5. Innovation and New Technology

Supplier must have all the necessary equipment and technology to conduct all the functions necessary to perform the TPL recovery efforts. The supplier will be required to interface with OHCA and our fiscal agent. It is extremely important that the Supplier has the flexibility to make system enhancements or variations as necessary to meet the ongoing needs of the SoonerCare Program and continue to meet all Federal financial participation guidelines, as well as, the ability to transfer all non-disputed or settled TPL payments directly to a lock-box account designated by OHCA and approved by the Office of State Finance. As healthcare initiatives evolve, so will the system requirements and collection efforts. The Supplier must be able to offer new and innovative industry standards to accommodate the changing climate of healthcare requirements.

Supplier must have or provide the technical capability to interface with necessary computer systems in specified formats necessary to accomplish third party recoveries. This also requires online FTP transfers of large data files, software development, systems compliance, and various media transfers of data in a secure environment. A data sharing agreement will be processed upon award of contract with OHCA and the OHCA MMIS Supplier.

Reporting Requirements

- C.5.1. Supplier shall submit reports on a weekly basis in a format approved by OHCA. The report design shall be developed by OHCA and agreed upon by the Supplier.
- C.5.2. Supplier shall submit an annual report for the total amount of the TPL recovery project within thirty (30) days of the contract expiration date.

D. EVALUATION

- D.1. The State of Oklahoma will conduct a comprehensive, fair, and impartial evaluation of proposal based on the "best value" criteria defined in the Oklahoma Central Purchasing Act, 74 Okla. Stat. §84, et seq.
- D.2. Proposal shall be evaluated based on the following items listed in accordance of their importance:
 - D.2.1. Chapter 1, 2, and 3 of Section E and the Cost Proposal, Section H of this Solicitation and required format.

E. INSTRUCTIONS TO SUPPLIER

Bidder (s) shall address each section of the solicitation separately and label the section according to the numbering below. **No additional items are to be submitted. Any attachments, sample forms, printed material, etc. should be submitted as appendices and should be referenced in the technical proposal as stated above.**

E.1. Submission of Proposals:

- E.1.1. Bidder must deliver the following number of proposals to the Oklahoma Health Care Authority as follows: (1) clearly identified original paper proposal that includes all required forms, signed amendments (if any), and the cost proposal and three paper copies of the complete proposal. In addition, submit one (1) electronic copy of the original proposal with all attachments on CD in Microsoft Word 2003 (or later) format.

- E.1.2. Bidder must ensure that that all proposals clearly indicate the name, title, mailing address, and telephone number of the Bidder's authorized agent with the authority to bind the firm to the provisions if awarded the contract.
- E.1.3. Bidder must ensure that the proposal is in clear and concise language suitable for inclusion in a contract with the State.
- E.1.4. Bidder must ensure that the proposal does not exceed a maximum page limit of 35 pages. The page limit includes all technical response text and attachments. The page limit does NOT include appendices or sample forms or brochures, the cover page, blank divider pages or divider pages with section or chapter headings or tabs only, a table of contents not an index. The type size shall not be smaller than 10 points. The top, bottom, left and right margins shall be at least one inch, excluding headers and footers. All pages must be numbered. Any pages submitted in excess of the limit will not be read, evaluated, or considered in scoring the RFP.
- E.1.5. Illustrations and Photographs may be included only if they are used to illustrate some feature of the proposal such as a room or building to be used to provide services, etc. Any illustrations or photographs must be referenced in the text of the Technical Proposal.

CHAPTER 1 Detailed Plans and Approach to Project

- E.2. Bidder shall provide a brief summary (1-2 pgs) explaining its overall approach and demonstrating its overall understanding of the requirements in the Scope of Work (Section C).
- E.3. Bidder shall submit an outline of the initial implementation schedule in timeline format. Bidder shall show any estimated delay the Bidder may anticipate before being able to perform the first billing cycle for the TPL project. OHCA anticipates a complete implementation within thirty days from the date of award.
- E.4. Bidder shall state the total number of national and local insurance companies that they currently work with to perform TPL data matches and attach a list of carriers that they currently have carrier matching agreements in effect.
- E.5. Bidder shall provide a plan (1-2 pgs) describing the facilitation of data transfer and systems integration required for this project. Also, discuss any barriers or concerns the Bidder may have regarding the implementation of data transfer formats or system integrations.
- E.6. Bidder shall state its total number of years of experience with Medicaid fee program schedules and payment reimbursement methodologies.

CHAPTER 2 Qualifications of Contractor

- E.7. Bidder shall provide a copy of the organizational chart and business plan of the Bidder's organization.
- E.8. Bidder shall provide the total number of years the company has experience in identifying and recovering Medicaid third party liability services.
- E.9. Bidder shall provide the names and addresses of three (3) professional references listing Bidder's work experience that relates to this Solicitation. Provide reference names, address, telephone and fax number with an authorization for reference to release information to OHCA upon request.
- E.10. Bidder shall provide a resume' of the Program Coordinator (PC) that will be responsible for coordinating the TPL project with OHCA. Bidder shall summarize the PC's qualifications and experience in TPL projects with similar size and scope of work as related to duties requested under this Solicitation.
- E.11. Bidder shall provide the attached Disclosure of Ownership form. Bidder must complete the form in its entirety (i.e., including social security numbers, names, etc).

CHAPTER 3 Cost Proposal

- E.12. Bidder must complete and submit Section H of this Solicitation. Bidder shall not substitute any other document or form in substitution of Section H.

F. CHECKLIST

The following checklist is included to assist Bidders with ensuring all required documents are included in their ITB/RFP Response package.

ITB/RFP Response Package submitted and received at the OHCA (Oklahoma Health Care Authority) by deadline indicated on the State of Oklahoma/OHCA Solicitation Request.

- Note: A postmarked envelope by the deadline is not sufficient to meet this requirement. The completed ITB/RFP Response Package must be physically located in the OHCA by the deadline indicated on the State of Oklahoma/OHCA Solicitation Request.**

- Submit one (1) original Proposal and (3) copies in binders, including all amendments and forms required in this RFP.
- Submit One electronic version of the proposal on CD as required in the RFP.

ITB/RFP Response Package includes the following:

- Certification for Competitive Bid and/Contract (Non Collusion Certification) {DCS Form CP 004}
- Responding Bidder Information Page must be completed in its entirety
- Copy of Bidding Agencies' Worker's Compensation Certification
- Disclosure of Ownership Form (must be included with Proposal)
- Price Quote – Section H of this RFP (must be included with Proposal)

G. OTHER

G.1. Cost Avoidance and Collection Reports

Type of Recovery	SFY2007	SFY2008	SFY2009
Medicare	\$707,237,909	\$ 761,762,030	\$ 857,377,497
Private Insurance	\$269,020,905	\$1,964,845,033	\$3,204,539,992
Other	\$976,258,814	\$2,726,607,064	\$4,061,917,489
Total	\$1,952,517,628.00	\$5,453,214,127.00	\$8,123,834,978.00

G.2. Bidders may visit the Oklahoma Health Care Authority website to view additional information about our agency at okhca.org.

G.3. IMPORTANT THIS PAGE MUST BE SUBMITTED WITH THE BIDDER'S PROPOSAL.

****Do Not include any pricing information into the written proposal***

H. PRICE AND COST

H.1. Bidder must complete this section and submit it with their proposal.

Bidder must submit a fixed percentage rate for each state fiscal year of the contract. The rate shall be all inclusive of any and all cost necessary to meet the job specifications and the bidder's ability to successfully perform all requirements specified in this RFP and Proposal.

Oklahoma State Fiscal Year is July 1 – June 30. Example: July 1, 2010-June 30, 2011 is SFY2011

State Fiscal Year	SFY2011	SFY2012	SFY2013	SFY2014	SFY2015
Fixed Percentage Rate					

Company Name: _____

FEIN#: _____

Authorized Representatives Signature: _____

General Information

Pertaining to

I. DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

PRIVACY ACT STATEMENT: THIS PROVIDES INFORMATION AS REQUIRED BY THE PRIVACY ACT OF 1974.

The primary use of the Disclosure of Ownership and Controlling Interest Form is to facilitate tracking of providers sanctioned by the Oklahoma Health Care Authority (OHCA) and/or the Department of Health and Human Services (DHHS), Office of Inspector General. Completion and submission of this form is a condition of participation, certification or re-certification under any of the programs established by Titles V, XVIII, and XX or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the appropriate state agency under any of the above-titled programs. A full and accurate disclosure of ownership and financial interest is required. Direct or indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity.

I.1. GENERAL INSTRUCTIONS

Please answer all questions as of the current date. If additional space is needed, use an attached sheet referencing the item number to be continued.

I.2. OHCA's REQUEST FOR SOCIAL SECURITY NUMBERS

OHCA understands that individuals have concerns about disclosing social security numbers (SSNs). For this reason, we are providing the following information.

I.3. WHY WE REQUEST SSNs

Federal Medicaid regulations require that any entity that contracts to provide services to SoonerCare (Oklahoma Medicaid) members must supply OHCA with full and complete information related to each person with an ownership or control interest in the entity. The SSN is required by law and there is no substitute allowed. You can find the law at 42 U.S.C. § 1320a-3.

I.4. WHO IS REQUIRED TO PROVIDE A SSN

If the contracting entity is an individual or a sole proprietorship, the individual or sole proprietor;

If the entity is a partnership, each partner;

If the entity is organized as a corporation, each officer and director of the corporation; this includes limited liability corporations and non-profit corporations.

Any person that has an ownership interest of 5% of more in an entity; and

Any person that owns all or part interest in a mortgage, deed of trust, note, or other obligations secured (in whole or part) by the entity or its property or assets, if the security interest equals 5% of more of the total property and assets of the entity.

Entities operated by a unit of government, e.g. state agencies, county hospitals, public schools, etc., are generally not required to supply SSNs.

I.5. WHAT OHCA DOES WITH SSNs

The federal government maintains a database of providers who have been excluded from participating in the Medicaid program. OHCA searches this database using SSNs to ensure that none of the individuals have been excluded from Medicaid. If any of those individuals are excluded, OHCA will not be able to contract with the entity.

SSNs are handled by a limited number of enrollment staff who are trained to keep the information confidential. These staff members enter the SSNs into the entity's provider record in our Medicaid Management Information System (MMIS). The federal government periodically sends OHCA a file of providers added to the exclusion list and we run this file against the SSNs stored in the system.

OHCA's treatment of SSNs is akin to its treatment of member and provider identification numbers which are not disclosed to the public. OHCA's MMIS is highly secure and meets HIPAA requirements for the handling of personal health information. OHCA conducts regular security tests and audits of the system. In addition, only a limited number of OHCA staff can view SSNs in the MMIS.

Failure to submit requested information will result in a refusal by the State agency to enter into a contract with any such institution or in termination of existing contracts.

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Item I. Identifying Information

- (a) Name of Individual, Facility or Organization: _____
- (b) DBA Name: _____
- (c) Federal Tax Identification Number (TIN) OR Social Security Number: _____
- (d) Check the entity type that best describes the structure of the enrolling provider entity. Check **only one** box.
- For-Profit Corporation Non-Profit Corporation Partnership Government Owned Sole Proprietorship
- (e) Is this entity chain affiliated? No Yes

Item II. Ownership and Control Information

(a) List the name, title, address, and SSN for each office and/or individual who has direct or indirect ownership or controlling interest, separately or in combination, amounting to an ownership interest of 5% or more of the provider entity. List the name, Tax ID (TIN), and address of any organization, corporation, or entity having direct or indirect ownership or controlling interest, separately or in combination, amounting to an ownership interest of 5% or more in the provider entity. Attach additional pages as necessary to list all officers, owners, management and ownership entities.

Name	Title	Address, City, Zip	SSN/TIN	Percentage

(b) List those persons named in Item II (a) that are related to each other (spouse, parent, child, or sibling).

Name	Relationship	SSN

(c) List the name, title, address and social security number of each person with an ownership or control interest in **any subcontractor** in which the disclosing entity has direct or indirect ownership of 5% or more.

Name	Title	Address, City, Zip	SSN	Percentage

(d) List the name, address and TIN of **any other disclosing entity** in which a person with an ownership or controlling interest in the disclosing entity also has an ownership or control interest of at least 5% or more.

Name	Title	Address, City, Zip	SSN	Percentage

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Item III. Criminal Offenses

(a) List the name, title, SSN and address of each officer and/or individual **who has ownership or control interest in the disclosing entity, or is an agent or managing employee of the disclosing entity** and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or the Title XX services program since the inception of those programs.

Name	Title	Address, City, Zip	SSN (or TIN if organization)

(b) List the name, title, social security number and address of any individual who has an ownership or controlling interest in the disclosing entity and has been suspended or debarred from participation in Medicare, Medicaid or Title XX program since the inception of those programs.

Name	Title	Address, City, Zip	SSN

Item IV. Status Changes

(a) Has there been a change in ownership or control within the last year or is a change of ownership or control anticipated within the year?

No Yes

(b) Is this facility operated by a management company or leased in whole or party by another organization?

No Yes

If "Yes", list date of change in operations: _____

(c) Have you increased your bed capacity by 10% or more or by 10 beds, whichever is greater, within the last year?

If "Yes", when? _____

Previous No. of Beds _____ Current No. of Beds _____ Date of change _____

(d) Has there been a change in administrator, Director of Nursing or Medical Director within the last year?

If "Yes", please check box below and list date.

Administrator Director of Nursing Medical Director Date: _____

Name of new Administrator, Director of Nursing or Medical Director: _____

(e) Has there been a past bankruptcy or do you anticipate filing for bankruptcy within a year? No Yes

If "Yes", when? _____

