



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: MEDICAID SCHOOLS PROGRAM (MSP) RANDOM MOMENT TIME STUDY (RMTS)

CONTRACT NUMBER: CSP905215

EFFECTIVE DATES: 12/10/14 TO 06/30/16

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP905215 that opened on 10/10/14. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Education as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

David Colopy, CPPB
david.colopy@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

Mutually agreed upon exceptions to the RFP Terms and Conditions (Rev. 10-2013):

1. Page 3 – SUBCONTRACTING

- a. Remove “The Contractor will hold the State harmless for and will indemnify the State against any such claims.”
- b. Remove “Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.”

2. Page 6 – SUSPENSION AND TERMINATION

- a. Remove “If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract.”

Replace this section with “UMass agrees to pay for any loss, liability or expense, which arises out of or relates to UMass’ acts or omissions with respect to its obligations under any Contract it is awarded pursuant to the RFP, where a final determination of liability on the part of UMass is established by a court of law or where settlement has been agreed to by UMass. This statement shall not be construed to limit UMass’ rights, claims, defenses or immunities which arise as a matter of law or pursuant to any provision of the Agreement.”

- b. Remove “The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them.”

3. Page 7 – CONTRACT REMEDIES

- a. Remove: “The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor’s default, from Contractor.”
- b. Remove: “Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.”

4. Page 12 – GENERAL WARRANTIES

Remove “The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse.”

5. Page 13 – INDEMNITY

- a. Remove “The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor’s performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.”
- b. Remove “The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State’s proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse.”

COST SUMMARY

CSP905215
 Index No. EDU107
 Contractor: The University of Massachusetts Medical School
 OAKS Vendor ID# 1796
 OAKS Item# 26755
 UNSPSC Code: 85131700
 Entrepreneurial Signature Program

MEDICAID SCHOOLS PROGRAM (MSP) RANDOM MOMENT TIME STUDY (RMTS)	Cost
YEAR 1 DELIVERABLES	
1. Time study activity code- response matrix	\$3,375.08
2. Demonstration of the completion of initial time study quarter's participant information database	\$7,855.46
3. Demonstration of time study response reports	\$16,189.50
4. Report on initial time study quarter response data	\$17,459.36
5. Report on second time study quarter data	\$37,577.56
6. Any additional costs	
a. System support	\$13,928.15
b. System maintenance	\$10,231.18
c. Training	\$5,912.89
d. Troubleshooting	\$3,197.56
e. Quality assurance	\$6,372.91
YEAR 1 COST	\$122,099.65
YEAR 2 DELIVERABLES	
1. Demonstration of the completion of initial time study quarter's participant information database	\$9,270.66
2. Report on initial time study quarter response data	\$23,572.62
3. Report on second time study quarter data	\$23,572.62
4. Report on final time study quarter data	\$23,572.62
5. Any additional costs	
a. System support	\$15,711.14
b. System maintenance	\$11,254.30
c. Training	\$6,504.17
d. Troubleshooting	\$3,517.32
e. Quality assurance	\$7,010.20
YEAR 2 COST	\$123,985.65
TOTAL COST NOT TO EXCEED FOR YEARS 1 AND 2	\$246,085.30

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

1796
UMASS Medical School
55 Lake Ave. North
Worcester, MA 43209-2122

BID CONTRACT NO.: CSP905215-1 (06/30/16)

TERMS: Net 30

CONTRACTOR'S CONTACT(S):

Teresa Pastore

Office: (617) 886-8078

E-mail: Teresa.Pastore@umassmed.edu