

TRANSITION COORDINATION for HOME Choice Program

ODMR-1819-1025

RFGA DUE DATE:

March 25, 2019

The Ohio Department of Medicaid

TRANSITION COORDINATION for HOME Choice Program RFGA

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TABLE OF CONTENTS:

SECTION I. PURPOSE

- 1.1 General Overview**
- 1.2 Background**
- 1.3 Overview of the Project**
- 1.4 Objectives**
- 1.5 Program Resource Library**

SECTION II. PROCUREMENT PROCESS INFORMATION

- 2.1 Anticipated Procurement Timetable**
- 2.2 Internet Question & Answer Period; RFGA Clarification Opportunity**
- 2.3 Communication Prohibitions**
- 2.4 Amendments to the RFGA**

SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS

- 3.1 Mandatory Applicant Qualifications**
- 3.2 Organizational Experience and Capabilities**
- 3.3 Staff Experience and Capabilities**
- 3.4 Engagement**

SECTION IV. CONDITIONS AND OTHER REQUIREMENTS

- 4.1 Replacement of Key Personnel**
- 4.2 Subcontractor Identification and Participation Information**
- 4.3 Sensitive Personal Information**
- 4.4 Ownership of Activities**
- 4.5 Transition Period**
- 4.6 Business Continuity**

SECTION V. SCOPE OF WORK & SPECIFICATION OF ACTIVITIES

- 5.1 General Agency Requirements**
- 5.2 Transition Coordinator Role and Responsibilities**
- 5.3 Number of Participants**
- 5.4 Administrative Structures**

SECTION VI. SPECIFICATION OF ACTIVITIES

- 6.1 Specification of Activities**
- 6.2 Contractual Non-compliance**

SECTION VII. APPLICATION FORMAT & SUBMISSION

- 7.1 Complete Application Content Requirements**
- 7.2 Organizational Structure of the Application**
- 7.3 Attachment A Requirements**
- 7.4 Cost Application (Attachment C) Requirements**
- 7.5 Application Submission**

SECTION VIII. CRITERIA FOR APPLICATION EVALUATION & SELECTION

- 8.1 Scoring of Applications**
 - A. Phase I. Review – Initial Qualifying Criteria**
 - B. Phase II. Review – Criteria for Scoring the Technical Application**
 - C. Phase III. Review – Criteria for Considering the Cost Application**
 - D. Phase IV. Review – MBE Scoring Criteria**
 - E. Travel Reimbursement**
- 8.2. Veteran-Friendly Business Enterprise Program**
- 8.3 Review Process Exceptions**

SECTION IX. PROTEST PROCEDURE

- 9.1 Protests**
- 9.2 No Obligation to Award**

SECTION X. CONDITIONS AND OTHER REQUIREMENTS

- 10.1 Interview/Demonstration**
- 10.2 Start Work Date**
- 10.3 Trade Secrets Prohibition; Public Information Disclaimer**
- 10.4 Contractual Requirements**
- 10.5 Public Release of Evaluations and/or Reports**
- 10.6 Ethical and Conflict of Interest Requirements**
- 10.7 Americans with Disabilities Act (ADA)**
- 10.8 Confidentiality and Health Insurance Portability & Accessibility Act (HIPAA) Requirements**
- 10.9 Unresolved Findings for Recovery (ORC 9.24), Labor Practices, and Debarments**

- 10.10 Mandatory Grant Performance Disclosure**
- 10.11 Mandatory Disclosures of Governmental Investigations**
- 10.12 MBE Subcontracting Requirements**
 - A. Sheltered Solicitation**
 - B. MBE Subcontractor Percentage**

SECTION XI. APPENDICES AND ATTACHMENTS

- A. Attachment A1 to A5 - Required Applicant Information and Certifications and Affirmations**
- B. Attachment B -Technical Application Score Sheet**
- C. Attachment C - Cost Application Form**
- D. Attachment D – ODM Model Grant**
- E. Attachment E MBE Score Sheet**
- F. Attachment F HOME Choice Transition Coordination Manual**
- G. Attachment G Internal Controls Questionnaire (Located in Program Resource Library)**

END OF TABLE OF CONTENTS

**OHIO DEPARTMENT OF MEDICAID
REQUEST FOR GRANT APPLICATION (RFGA):
TRANSITION COORDINATION for
HOME CHOICE PROGRAM
ODMR-1819-1025**

SECTION I. PURPOSE

1.1 General Overview

The Ohio Department of Medicaid (ODM) releases this Request for Grant Application (RFGA) for obtaining two qualified transition coordination applicants to provide transition coordination services under the ODM-administered Helping Ohioans Move, Expanding Choice (HOME Choice) program. HOME Choice transition coordination services are available to all HOME Choice participants.

Ohio was one of 17 states initially to receive funding from the Centers for Medicare and Medicaid Services (CMS) for the "Money Follows the Person" (MFP) demonstration project enacted by Congress as part of the Federal Deficit Reduction Act of 2005. **The federal grant funding has ended** but the program continues as a state funded program due to its significant success. The HOME Choice program has evolved over time and as such the two services that remain in the program include transition coordination and the community transition services or the goods and services that help an individual transition back to the community. It is anticipated that Ohio will transition approximately 1,100 participants each year from skilled facilities to the community.

More details about HOME Choice can be found at:

<http://www.medicaid.ohio.gov/FOROHIOANS/Programs/HomeChoice.aspx>.

ODM is seeking applications from established, qualified, and responsible applicants interested in acting as the "transition coordinator" to assist those program participants pre-transition, transition, and post-transition into the community. ODM will consider applicants whose applications demonstrate that they will become an ODM and Ohio Department of Aging (ODA) Medicaid provider of community transition services and be able to serve the entire state of Ohio. Only applications submitted by qualified providers will be considered.

For purposes of this RFGA and subsequent resulting grant, the phrase "the selected applicant pays" means the selected applicant will pay for the participants' approved community transition services and then, upon appropriate invoicing to ODM, ODA, or the Medicaid managed care plan, will be reimbursed. The term "applicant" shall be defined as an organization interested in this opportunity. The terms "bid", "proposal" and "application" may be used interchangeably to indicate materials submitted to ODM by an applicant to be considered by ODM for award of a grant for services described in this RFGA. The terms "Grantor" and "applicant" may be used interchangeably to describe an applicant selected by ODM through this RFGA for a grant award.

1.2 Background

The use of consistent transition coordination practices across the state is the key duty of the potential agencies that will be selected. While many of the participants' transition into the community under state plan home and community-based services, some may transition into the community with a waiver program, such as Level One, Self-Empowered Life Funding (SELF), Assisted Living, Pre-Admission Screening System Providing Options and Resources Today (PASSPORT), My Care Ohio, or Ohio Home Care. The Department of Developmental Disabilities (DODD) population who will transition with the Individual Options (IO) waiver will not be part of the HOME Choice program as DODD will be transitioning individuals using targeted case management through their county boards and the IO waiver community transition services. However, HOME Choice could work with some individuals who will transition with Level One or SELF waiver programs. Those two DODD waiver programs do not have community transition services in their waivers. Lastly, in addition to HOME Choice, some participants may access the Recovery Requires a Community program that is administered by the Department of Mental Health and Addiction Services (MHAS).

DODD-administered Level One Waiver Program Ohio's Level One waiver allows for minimal paid support and relies heavily on natural supports assisting people to live in community settings of their choice instead of living in an institution. People must be Medicaid-eligible and have an intermediate care facility level of care. There are no age requirements.

DODD-administered Self-Empowered Life Funding (SELF) Waiver Program Ohio's SELF waiver is Ohio's first participant-directed waiver. It lets people direct where and how they receive services. This is known as self-direction. People must be willing and able to self-direct at least one waiver service, be able to have their health and welfare needs met through the SELF waiver, need at least one SELF waiver service, be Medicaid-eligible, and have an intermediate care facility level of care. There are no age requirements for eligibility.

More details about Level One and SELF Waivers can be found at:

<http://dodd.ohio.gov/IndividualFamilies/ServiceFunding/Pages/WaiverTypes.aspx>.

Ohio Department of Aging (ODA) - administered Assisted Living Waiver Program

Ohio's Assisted Living Waiver provides services in ODA-certified licensed residential care facilities to individuals age 21 and older in order to delay or prevent nursing facility placement. The waiver combines a home-like setting with personal support services to provide more intensive care than is available through traditional home care services. The waiver benefit package includes 2 services which include 24-hour on-site access to assistance with personal care, homemaking, medication management and assistance with transitioning individuals from a nursing facility to the assisted living setting. The 13 PASSPORT Administrative Agencies (PAA) furnish administrative case management services which includes annual re-assessments, service planning, waiver service

authorization and monitoring. In SFY 17, the waiver served approximately 4,300 individuals and is approved through June 30, 2019.

Ohio Department of Aging (ODA) - administered PASSPORT Waiver Program

PASSPORT serves individuals age 60 and older who need hands-on assistance with Activities of Daily Living (ADL) such as dressing, bathing, toileting, grooming, eating or mobility. PASSPORT offers services that address their immediate ADL needs and provide supports to maintain their residence in the community. The waiver benefit package includes 21 services, including personal care, Choices Home Care Attendant, home delivered meals, and transportation. Services are furnished in the individual's home or in the community by ODA-certified providers or by participant-directed individual providers. The 13 PAA's furnish administrative case management services which includes annual re-assessments, service planning, waiver service authorization and monitoring. In SFY 17, the waiver served approximately 26,000 individuals and is approved through June 30, 2022. More details about the Assisted Living and PASSPORT Waiver Programs can be found at: <http://aging.ohio.gov/HomeCommunityCare>.

ODM-administered MyCare Ohio Waiver Program Ohio is home to approximately 182,000 Ohioans who are covered by both Medicare and Medicaid. While each program provides individuals with access to critical services and care, coordination between the two programs is lacking. Governor Kasich's first Jobs Budget authorized Ohio Medicaid to seek approval through the Centers for Medicare and Medicaid Services (CMS) to design and implement a system for integrated care delivery between these two programs. In late 2012, Ohio Medicaid became just the third state in the nation to receive federal approval for its plan to coordinate benefits for residents covered by Medicare and Medicaid. The result was My Care Ohio, a demonstration program which uses a managed care approach to better connect services made available through each program. My Care Ohio was launched in Northeast Ohio on May 1, 2014. The demonstration program is now serving more than 120,000 residents in 29 Ohio counties.

More details about MyCare Ohio can be found at:

<http://medicaid.ohio.gov/Provider/ManagedCare/IntegratingMedicareandMedicaidBenefits>.

ODM-Administered Ohio Home Care Waiver Program

ODM is currently responsible for state level administration and supervision of one home and community-based fee-for-service waiver that serves the state of Ohio. The Ohio Home Care Waiver, created in 1998, serves individuals age 0 through 59 years who have been determined to have a nursing facility level of care (intermediate or skilled). The waiver offers a wide range of services (including but not limited to nursing, personal care aide, home modifications and supplemental adaptive/assistive devices, etc.) to individuals to prevent or delay institutional placement or to improve an individual's independence. As of September 2018, approximately 5,800 individuals are being served by the Ohio Home Care Waiver and it is authorized to serve as many as 8,600 in SFY 2019. The highest concentration of individuals reside in urban areas. Approximately 12 percent are under the age of 22. Individuals have diverse conditions and a range

of acuity levels. The Ohio Home Care Waiver is approved for operation through June 30, 2021. More details about the Ohio Home Care Waiver Program can be found at: <http://www.medicaid.ohio.gov/FOROHIOANS/Programs/OhioHomeCareWaiver.aspx>.

ODM Managed Care Plans

In Ohio, approximately 90% of Medicaid eligible individuals are enrolled in a managed care plan to receive their health care. Managed care plans are health insurance companies licensed by the Ohio Department of Insurance and have a provider agreement with the Ohio Department of Medicaid to provide coordinated health care to Medicaid beneficiaries. Currently, the five managed care plans in Ohio are Buckeye Health Plan, CareSource, Molina Healthcare, Paramount Advantage, and United Healthcare Community Plan.

More details about Managed Care Plans can be found at: <http://medicaid.ohio.gov/FOROHIOANS/Programs/ManagedCareforOhioans.aspx>.

Recovery Requires a Community

Recovery Requires a Community helps individuals with a behavioral health diagnosis by providing financial assistance for transitioning from nursing homes and residential treatment facilities to sustainable community living. Funds can be used in many ways to help an individual transition to the community. Some examples of Recovery assistance include short-term housing assistance, a one-time payment of utility arrears, supplemental independent living assistance (such as homemaker/personal care services or independent living skills training), or other needs that will support the individual's ability to live in the community. This funding would be in addition to the HOME Choice or waiver community transition services.

More details about Recovery Requires a Community can be found at: <https://mha.ohio.gov/Supports/Community-Transitions/Recovery-Requires-a-Community>.

1.3 Overview of the Project

The State of Ohio seeks two statewide transition coordination services applicants to serve as the coordinators to assist transitioning individuals from an institution back into the community. Transition coordination cannot exceed 160 hours or 180 days for any individual.

1.4 Objectives

The program's goals: 1) to transition populations such as older adults and persons with disabilities from institutions to home and community-based settings, and 2) to help Ohio balance its long-term services and support structures.

1.5 Program Resource Library

ODM recognizes that interested applicants may not be familiar with some of the documents referenced in this RFP, and has therefore created a Resource Library which may be accessed on the ODM website at:

<http://medicaid.ohio.gov/RESOURCES/LegalandGrants/RFPs.aspx>.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
January 14, 2019	ODM releases RFGA on ODM and DAS Web Sites; Question & Answer (Q&A) period opens. - RFGA becomes active; applicants may submit inquiries for RFGA clarification.
February 4, 2019	Q&A period for applicant questions closes at 8 a.m. on this date. - No further inquiries for RFGA clarification will be accepted.
4:00 P.M. March 25, 2019	Deadline for applicants to submit applications to ODM (4 p.m.). - This begins the ODM process of application review. LATE APPLICATIONS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
April 22, 2019	ODM issues grant award notification letter(s) (<i>estimated</i>). - Applicants that submitted applications in response to this RFGA will be sent letters stating whether their application was selected for award of the grant.
July 1, 2019	Implementation (<i>estimated—following notification of all contractual and funding approvals</i>). - ODM grants are not valid and effective until the Ohio Office of Budget Management approves the purchase order.

July 01, 2020 through June 30, 2021	Initial grant(s) periods
July 1, 2021 through June 30, 2023	Possible grant(s) renewal periods

ODM reserves the right to revise this schedule if needed and/or to comply with the State of Ohio procurement procedures and regulations.

In accordance with ORC 126.07, ODM grants are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (PO). The selected applicant may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the PO dispatch date. ODM will notify the selected applicant(s) when the requirements of ORC Section 126.07 have been met and send them a copy of the PO.

The grant period(s) are expected to run from approximately July 1, 2019 through June 30, 2020, with the possibility for a renewal grant that would be in effect from July 1, 2020 through June 30, 2021 contingent upon satisfactory performance, continued availability of funding, and all required approvals.

2.2 Internet Question and Answer Period; RFGA Clarification Opportunity

Potential applicants or other interested parties may submit clarifying questions regarding this RFGA during the Q&A Period as outlined in Section II, Anticipated Procurement Timetable, by using the following Internet process:

- 1. Access the ODM Web Page at: www.medicaid.ohio.gov;**
- 2. Go to the "Resources" tab and select "Legal and Contracts";**
- 3. Select "RFGAs", then under "Current Opportunities" select the appropriate posting;**
- 4. Provides access to the posting on the DAS website;**
- 5. Select the "Submit Inquiry" option button; and**
- 6. Provide requested information and submit question.**

Questions about this RFGA must reference the relevant section of the RFGA, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential applicant (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODM may, at its option,

disregard any questions which do not appropriately reference a RFGA provision or location within the RFGA, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

ODM's responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFGA for public reference by any interested party. ODM will not provide answers directly to the applicants (or any interested party) that submitted questions. ODM is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. ODM's answers may be accessed by following the instructions above, but rather than selecting "Submit Inquiry," applicants and others should select "View Q and A." ODM strongly encourages applicants to ask questions early in the Q&A period so that answers can be posted with sufficient time for follow-up questions.

Applicant applications in response to this RFGA are to consider any information communicated by ODM in the Q&A process for the RFGA. **It is the responsibility of all potential applicants to check this site on a regular basis for responses to questions, as well as for any amendments, alerts, or other pertinent information regarding this RFGA.** Once submitted questions have been answered, responses are clearly identified on the website dedicated to this RFGA.

Requests for copies of any previous Requests for Grant Applications (RFGAs), Request for Proposals (RFPs), Request for Letterhead Bids (RLBs), etc. or for past applicant proposals or applications, score sheets or grants for this or similar past projects are not clarification questions regarding the present RFGA, BUT ARE Public Record Requests (PRRs), and should be submitted to: mcdlegal@medicaid.ohio.gov.

If applicants experience technical difficulties accessing the DAS website where the RFGA and its related documents are published, they may contact the ODM Office of Contracts and Procurement (OCP), RFP/RLB Unit, at (614) 502-7117 for guidance.

2.3 Communication Prohibitions

From the date this RFGA is issued until a grant is awarded, there may be no communications concerning the RFGA between any applicant and any employee, grantor, or subcontractor of ODM, who is in any way involved in the development of the RFGA or the selection of the applicant.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Question & Answer (Q&A) Period; RFGA Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODM and any applicant that could apply in response to this RFGA; and

3. As part of any applicant interview process or application clarification process initiated by ODM, which ODM deems necessary to make a final selection

ODM is not responsible for the accuracy of any information regarding this RFGA that is obtained or gathered through a source other than the Q&A process described in this RFGA. Any attempts at prohibited communications by applicants may result in the disqualification of those applicants' applications.

If interested applicants need to communicate regarding this RFGA, they must contact ODM using one of the mechanisms above. Applicants are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODM will not consider any applications submitted to any address other than the one provided in this RFGA. Any communication considered prohibited, or applications not submitted to the proper address, may disqualify applicants from participation in this RFGA.

2.4 Amendments to the RFGA

If it becomes necessary to revise any part of this RFGA, ODM will post those revisions, amendments, etc., to the website dedicated to this RFGA. All interested applicants must refer to the DAS website regularly for amendments or other announcements. ODM will not specifically notify applicants of changes or announcements related to this RFGA except through the website posting. It is the sole responsibility of applicants to be aware of, and to fully respond to, all updated information posted on the original website.

SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS

Applicants' applications must address all the following minimum qualifications as well as organizational and staff experience and capabilities:

3.1 Mandatory Applicant Qualifications

To be considered for the grant expected to result from this RFGA, ODM requires that interested applicants **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. Agree and acknowledge that the applicant must be or become an ODM and ODA certified Medicaid provider of community transition services for the Ohio Home Care, PASSPORT, Assisted Living, and My Care waivers upon grant award. The applicant will need to sign a provider agreement with each My Care waiver managed care plan and an ODM provider agreement. For ODA certification, the applicant shall obtain certification from ODA in accordance with Chapters 173-9 and 173-39 of the Ohio Administrative Code. The applicant shall also have an agreement with each PAA in the State of Ohio. ODM reserves the right, at its sole discretion, to reject any applications which fail to comply with this requirement.
- B. Demonstrate at least three years' experience delivering services in a health care, behavioral health or social services or comparable field.

- C. Demonstrate how applicant will support the administrative, technical, and physical safeguards required by the Health Insurance Portability and Accessibility Act (HIPAA);
- D. Applicant(s) that may be awarded a grant resulting from this RFGA are required to maintain a physical presence in Ohio throughout the term of the grant, including all renewal periods. Therefore, each applicant must either demonstrate in its application that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location (i.e., building/facility street address, city, and zip code) of the applicant's presence. Applicant responses must identify the date and location in which the presence will be established. ODM reserves the right, at its sole discretion, to reject any applications which fail to comply with this requirement.
- E. Acknowledge and understand that the applicant shall ensure that all case management services are provided conflict-free, meaning that case management functions are separated from home and community-based service delivery functions. The applicant must become an approved provider of community transition services and cannot be a direct service provider of any other service.
- F. Meet the requirements in Attachment A: A1- Required Supplier Information, A2-Supplier and Grantee Ethics Certification, A3-Location of Business and Offshore Declaration Form, A4-Affidavit of Non-Collusion, and A5 Certifications and Assurances and affirm the following:
 - 1. The review and understanding of Ohio ethics and conflict of interest laws, as found in Chapter 102 and 2921.42 and 2921.43 of the ORC;
 - 2. Confirmation of not being excluded from entering into a grant with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC 9.24 and unfair labor findings pursuant to ORC 121.23.
 - 3. Compliance with the requirement to maintain a complete affirmative action plan, or accept the State's plan, and be in compliance with ORC 125.111 prior to being awarded a grant. Applicants should review these requirements at the following DAS website:
<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity.aspx>.

Applicants who do not meet ALL the above requirements will be disqualified from further consideration for grant award. Additionally, the Technical Application Score Sheet (Attachment B) identifies mandatory criteria, all of which must be met in Phase I of the evaluation process for the application to be accepted for full scoring.

3.2 Organizational Experience and Capabilities – Applications should demonstrate significant organizational expertise. Applications must include, at a minimum, the following demonstrated experience as detailed below. As part of the evaluation process, applicants are to provide the following information to be scored by ODM:

- A. Documentation of knowledge about and experience working with the network of local community programs and resources that serve one or more of the HOME Choice

population types: elderly, physical disability, or mental health.

- B. The most current or previous year's financial audit with the most recent "no material weakness" letter must be sent with this application to indicate financial viability for the project. The selected applicant will be required to have a certified independent third-party financial audit conducted annually and present this audit at any time, if requested.
- C. Documentation of experience advocating on behalf of and working with individuals with chronic illness, mental health and/or substance use disorders and or physical disabilities.
- D. Documentation of any experience providing transition coordination services for the Money Follows the Person or Medicaid Program.
- E. Names and contact information for at least three entities for which the applicant has performed projects of similar scope and size in the past three (3) years. Projects could include involvement with multiple agencies, programs, and funding streams. Please provide a detailed description, including duration, of the projects.

3.3 Staff Experience and Capabilities

Applicant(s) will be expected to allocate specific positions to support this project and demonstrate that individuals assigned to these positions have the expertise, experience and knowledge as required by ODM. The applicant must provide resumes or curriculum vitae for individuals the applicant will assign to the positions specified below upon submission of their application. Resumes or curriculum vitae's must be submitted for the following positions (A. through C.):

- A. Lead Manager (this position is required to be exclusive to the Ohio Transition Coordination grant) who has at least: a bachelor's degree in public health, economics, sociology, business administration, social work, or nursing or other related discipline, and at least five (5) years' experience in management of a similar service. It is also mandatory that the manager have 36 months of experience providing services under Medicaid.
- B. Three Supervisors who have at least: an undergraduate degree in public health, economics, sociology, business administration, social work, or nursing or other related discipline. It is also mandatory that the supervisors have 36 months of experience providing services under Medicaid. Each supervisor will be responsible for a specific region of the state.
- C. Transition Coordinators who are at least eighteen years of age or older, have at least a high school diploma, and have a minimum of 12 months of experience delivering services in a health care, behavioral health or social services setting. These staff must also possess experience advocating on behalf of individuals with chronic illness, mental health and/or substance use disorders, and physical disabilities. These staff must also have a valid Ohio or contiguous states driver's license and proof of active car insurance.

3.4 Engagement

This Engagement section requires a response from applicant(s) within their technical application submission and is an evaluated section of the Technical Application scoresheet (Attachment B). ODM considers active, collaborative engagement at all levels to be important. As such, ODM expects the following:

- A. Applicant must submit a staffing plan that focuses on staffing consistency and includes a staff retention plan.
- B. The Lead Manager will take an active role in overseeing all aspects of the Scopes of Work and Activities. This will include attending (in person or by phone) most meetings that occur between ODM staff and applicant staff.
- C. Applicant Staff must be available during ODM's normal business hours, (Monday-Friday 7:30 am-5:00 pm).
- D. Holidays for all applicant staff will mirror the Ohio Department of Medicaid office holidays and no other holidays will be permissible for the applicant.

SECTION IV. CONDITIONS AND OTHER REQUIREMENTS

4.1 Replacement of Key Personnel

For purposes of this Grant, the Lead Manager and Supervisors are considered Key Personnel.

- A. Upon execution of a Grant, ODM must approve any replacement of Key Personnel. ODM reserves the right to disapprove a key staff member's replacement if it determines the minimum education and experience requirements are not met. The Applicant must use all commercially reasonable efforts to ensure the continued availability of those key personnel. Also, the Applicant may not remove those personnel from the project without the prior written consent of ODM, except if doing so is necessary for legal or disciplinary reasons. The Applicant must make a reasonable effort to give ODM 30 calendar days' prior, written notice of the removal. Applicant's notice to ODM to remove or replace key personnel must include two qualified replacement candidates' resumes with detailed documentation of the proposed candidate's experience with projects of similar size and scope to the subject of this RFGA.

4.2 Subcontractor Identification and Participation Information

Applicants must clearly identify any subcontractor(s) and their tasks in their applications. The application must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

- A. Subcontractor's legal status, federal tax ID number, and principal business address;

- B. Name, phone number, and email address of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work the subcontractor will perform;
- D. A commitment to do the work, if the applicant is selected;
- E. A statement that the subcontractor has read and understands the RFGA, the nature of the work, and the requirements of the RFGA;
- F. The MBE certification number, if applicable, a copy of their current MBE Certification letter must be included; and
- G. During the grant period, this same information applies to any additional or replacement subcontractors and will be subject to approval by ODM.

4.3 Sensitive Personal Information

It is the sole responsibility of the applicant applying to remove all personal, sensitive, and/or confidential information (such as home addresses and social security numbers) of applicant staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the application package.

Following submission to ODM, all applications submitted may become part of the public record. **ODM reserves the right to disqualify any applicant whose application is found to contain such prohibited personal information.**

4.4 Ownership of Activities

All Activities provided by applicants under this RFGA, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODM, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Activities. Applicants will not obtain copyright, patent, or other proprietary protection for the Activities. Applicants will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODM and applicants to use such copyrighted matter in the manner provided herein. Applicants will agree to make all Activities freely available to the public unless ODM determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

4.5 Transition Period

To assist in the transition of the applicant(s) services, the selected applicant(s) will be expected to perform the following orientation activities at no cost to ODM:

Complete new applicant(s) orientation activities as follows:

- A. All relevant staff, as mutually agreed upon by ODM and applicant, must attend meetings on-site at ODM, for at least a minimum of one business day and potentially two full business days to learn about Ohio Medicaid, managed care, waiver programs, HOME Choice, etc. no later than June 2019;
- B. All relevant staff must attend meetings on-site at ODM, for at least two full business days to meet with ODM to train within the web application where the scope of work will be maintained no later than June 2019.

4.6 Business Continuity

The Business Continuity Plan should clearly outline how the applicant will continue to provide the services that are expected to be a result of the procurement in the event of a disaster or other unexpected break in services. As used herein, a "Disaster" means an unanticipated incident or event, including, without limitation, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or (ii) causes data loss, property damage or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.

The Business Continuity Plan should address:

- (a) Business continuity plans for the services and supporting facilities;
- (b) Disaster recovery plans for critical technology and systems infrastructure; and
- (c) Proper risk controls (collectively, the "Contingency Plans") to enable continued performance under the grant in the event of a disaster or other unexpected break in services. The awarded applicant will update and test the operability of any applicable Business Continuity Plan at least annually and will implement such plan upon the occurrence of a Disaster.

SECTION V. SCOPE OF WORK & SPECIFICATION OF ACTIVITIES

This Section V provides general Scope of Work and Activity requirements.

5.1 General Agency Requirements

The Applicant must:

- A. Be educated on and understand the philosophy of HOME Choice.
- B. Accept all referrals from ODM and provide all services with the goal of transitioning individuals to the community and then supporting participants for 30 days post-transition.

- C. Maintain compliance with all HOME Choice rules and processes.
- D. Cooperate fully with data and information requests when the agency is transferring participants from one coordinator to another coordinator or working with the individuals' case manager post-transition.
- E. Establish internal controls to oversee and monitor each task that the agency performs.
- F. Have a procedure in place to keep up-to-date with any changing rules or program processes (e.g. Medicaid).
 - 1. Implement all updated HOME Choice forms and information as they are made available.
 - 2. Review applicable state agency websites and other materials to stay up to date on waivers or Medicaid rules and processes.
- G. Have a customer service system in place that supports participants and any other authorized stakeholders to obtain information in a timely manner.
- H. Provide information in a range of formats to be accessible to individuals with a variety of disabilities, including options in foreign languages to support individuals who may require a translator.
- I. Respond to any concerns or issues raised by individuals within two business days.
- J. Operate in compliance with HIPAA for all relevant operations.
- K. Have a process to report instances of fraud or abuse according to program rules.
- L. Have a data security and protocol in place to report data breaches, in accordance with State requirements.
- M. Have a system in place to report participant injuries, abuse, or any other critical incidents to HOME Choice (ODM).
- N. Ensure that each staff member has received training prior to providing transition coordination. Training shall include HOME Choice program overview, the role of the transition coordinator, review of the HOME Choice website and ethical practice standards and documentation requirements.
- O. Attend all ODM-required trainings and webinars.
- P. Acknowledge and accept that all goods and service dollars spent on behalf of an individual must be reimbursed to the Applicant. Those dollars will not be advanced to the Applicant.

5.2 Transition Coordinator (TC) Roles and Responsibilities

The Applicant must:

- A. Upon an ODM referral, review all documentation prior to scheduling and conducting an in-person meeting with the individual/guardian and the discharge planner. The meeting must occur within 10 business days of Applicant receiving referral.
- B. Assist the individual/guardian in formulating a transition plan that identifies the individual's strengths, areas of need, community health needs, income, informal support needs, behavioral health needs, and any other service or support that will assist with ensuring success and sustainability in the community.

- C. Provide regular case notes with updates about the individual and the transition plan as well as recording time spent on transition activities within three days of the activity in the web application portal.
- D. Arrange, secure, and/or provide the individual with transportation necessary to facilitate the transition process (e.g. transportation to: potential housing units, the social security office, county departments of job and family services, banks, and stores to purchase necessary community transition services).
- E. Community transition services are reimbursable funds capped at \$2,000 per individual and are used for set-up expenses and purchases that are for participant's transitional needs only. Participants do not receive funds directly or in the form of gift cards. All community-based and charitable resources must be explored before requesting the use of any funds.
- F. Submit a list of community transition services for approval via the web application that an individual not on a waiver will need for transition before purchasing. Once approved, the applicant may make the purchases for the individual and upload the receipts into the web application portal.
- G. The transition coordinator must work with the waiver case manager to determine the waiver community transition services needed so that the waiver case manager may put those items on the individual's service plan. Once the individual discharges from the facility the agency may be reimbursed for any and all approved purchases through the waiver billing procedures.
- H. Assist the individual with finding appropriate, safe, and affordable housing. Housing assistance may include, but is not limited to, the following:
 - 1. Assessing housing options;
 - 2. Obtaining information needed for the individual to complete housing applications;
 - 3. Assisting the individual in completing housing applications;
 - 4. Arranging for the payment of application fees, security deposits, and other expenses which are necessary for the individual to obtain housing;
 - 5. Overcoming potential housing barriers (e.g., credit recovery, criminal convictions); and
 - 6. Ensuring the residence meets the rules and criteria for a Home Community Based Services (HCBS community) setting by visiting the residence.
- I. Assist the individual with establishing a budget and assisting the individual in deciding whether the individual's financial means are adequate to sustain them in the community.
- J. Assist the individual with coordination of benefits such as: Social Security, Medicare, Medicaid, food assistance, mental health and drug/alcohol abuse service providers and benefits administered by the Department of Veteran Affairs.
- K. Assist the individual with linkages to service providers and linkages to potential employment options.
- L. If applicable, assist individual with Recovery Requires a Community application forms and then if individual is awarded funds, work with individual to use the funding as needed. Reimbursement will be provided by MHAS' fiscal management service.
- M. If at any time the individual is hospitalized, an alert must be sent via the web application portal, so the individual's record can be paused until such time the individual is well enough to work with again. Once the individual is released from the hospital and is back

in the facility, an alert must be sent via the web application portal, so the individual's record can be activated.

- N. If at any time the TC has spent 80 hours working with the individual or 90 days with the individual, consult with ODM as to when the individual will likely be ready to transition. ODM can put the individual on hold until such time the individual is ready to actively participate in transition activities.
- O. Monitor waiver or state plan services start at time of the individual's discharge into the community.
- P. Ensure the waiver case manager and/or the managed care manager will be part of the transition team and at the discharge planning meetings.
- Q. Coordinate any and all discharge planning meetings with the individual/guardian.
- R. Provide necessary assistance with moving which may include: helping the individual move out of the institution, being available to assist the individual at the individual's new home on move-in day and assist in any additional follow up after the discharge.
- S. Conduct a visit with individual within the first 14 days in the community. This does not include the day of discharge.
- T. Monitor that the individual has enough medications and medical supplies and any other necessary items.
- U. Monitor that necessary medical appointments have been or are being made and address any barriers the individual may have in keeping appointments (e.g., providing reminders, assist in coordination of transportation).
- V. Discuss and address with the individual and the landlord (if possible) any housing issues that could negate the individual's community sustainability.
- W. Submit the final transition summary form by the 24th calendar day after the individual transitions to the community.
- X. Submit the final approved community transition receipts to be reimbursed by the State within 30 days after the individual transitions.

5.3 Number of Participants

We estimate we will transition approximately 1,100 individuals each year. Transition coordination hours cannot exceed 160 hours per individual or 180 days.

5.4 Administrative Structures

Applicants are to include, at minimum, the following administrative structures for this RFGA project. The applicant shall:

Submit a proposed table of organization that identifies the positions that will be located in the Ohio office, the positions that will be located in the corporate office (if applicable), and the reporting relationship between the Ohio and corporate office; and that identifies all of the positions and the number of staff that will be assigned to support the project.

SECTION VI. SPECIFICATION OF ACTIVITIES

This section sets forth the Scope of Work and Activities which will be required of the selected applicant(s) under the grant expected to result from this RFGA. To receive consideration for the grant award, all aspects of the services described in Section 6.1 must be addressed in the applicant's technical application. Applicant(s) must provide a detailed technical approach that describes how it will define and perform all aspects of each Scope of Work described in Section 6.1, and if applicable, will develop and manage services performed under any and all subcontracting arrangements.

6.1 Specification of Activities

The contracted Activities include:

- A. Performing the Transition Coordinator (TC) Activities detailed in Attachment F Home Choice Coordination Manual;
- B. Establishing processes, procedures, and controls to ensure the Transition Coordinators Activities are being performed in a timely, accurate and efficient manner;
- C. Billing transition services in 15-minute units and approved reimbursable community transition services to all approved program participants, as outlined in this RFGA.
- D. Produce monthly invoices in the ODM required format, which delineates individual's names with time spent on transition coordination in 15-minute increments. In addition, a detailed list of expenditures and services for each individual including the original receipts for reimbursement for allowable and approved community transition services for individuals not on a waiver. The monthly invoice must be submitted no later than the 15th calendar day following the end of the month. Reimbursement for community transition services for individuals on a waiver, will be done once the individual transitions to the community through that waiver's billing process.

6.2 Grant Agreement Non-Compliance

If the awardee fails to meet any part of the Scope of Work and Activities requirements, ODM may issue a notice of deficiency and require a corrective action plan. If after the cure period designated in the notice, the awardee remains deficient, ODM at its sole discretion may initiate termination for cause procedures as detailed in the grant agreement.

SECTION VII. APPLICATION

FORMAT AND SUBMISSION

7.1 Complete Application Content Requirements

The applicant's application package(s) will consist of the following items in the following order:

- A. Technical Application, including all responses to Sections 3.1-3.4, Sections 4.1-4.5, and

Sections 5.1-6.1. Applicants should use the Technical Application Scoresheet, Attachment B, as a reference;

- B. Attachments A1, A2, A3, A4, A5 and completed and signed by applicant; and
- C. Separate, signed and sealed Cost Application Form/Attachment C.

7.2 Organizational Structure of the Application

The applicant must provide **six** paper copies (one signed original and five copies) and one electronic copy (CD-ROM or USB drive) of the technical application submitted, which must include:

Completed Technical Applications must be organized by separating sections to correspond with the score sheet, but at minimum, must include the following:

- A. Mandatory Applicant Requirements
- B. Organizational Experience and Capabilities
- C. Staff Experience and Capabilities
- D. Engagement
- E. Conditions and Other Requirements
- F. Transition Period
- G. Scope of Work
- H. Activities/Proposed Work Plan

Applicants are prohibited from including any project cost information (any dollar amounts which might be deemed indicative of the relative cost of the project), proprietary, personal, or confidential information in the technical applications. Any applicant including such information may be disqualified from consideration.

7.3 Attachment A Requirements

Applicant attachments of appendices to include at minimum:

Attachment A documents must be completed, signed, and returned by the applicant with their Technical application, which will include Attachments A1, A2, A3, A4, and A5 – Required Applicant Information Form, Applicant and Grantee Ethics Certification Form, Location of Business and Offshore Declaration, and Affidavit of Non-Collusion, and Assurances and Certifications respectively.

7.4 Cost Application (Attachment C) Requirements

The Cost Application(s) must contain one original and one electronic copy (on a separate CD-ROM or USB drive) **provided in a sealed, separate envelope labeled: "DO NOT OPEN. COST APPLICATION ENCLOSED FOR THE TRANSITION COORDINATION FOR HOME CHOICE,**

RFGA# ODMR-2021- SUBMITTED BY [APPLICANT’S NAME].”

Applicants are to complete the Cost Application Form(s), provided as Attachment C to this RFGA according to instructions, sign it, and submit it fully completed as the separate sealed cost application. The Cost Application Form requires interested applicants to price those services defined in the Specification of Activities, and to offer ODM its flat, all-inclusive hourly fee. The price offered in the applicant’s cost application(s) will be the prices in effect throughout the grant period.

Applicants are to use the format in Attachment C, Cost Application Form(s), to submit their proposed fee for the entire Scope of Work. At the applicant’s discretion, additional documentation may also be included with the completed Attachment C as explanatory information, but when making the applicant selections and when executing the Grant, ODM will consider only the dollar amounts displayed on the Cost Application Form.

In calculating their total proposed fee, applicants must consider costs resulting from each Activity listed, as well as all program, preparative, primary and incidental costs necessary to complete all program activities (whether explicitly identified by ODM in this RFGA or not). ODM expects normal inflationary costs; however, it is the expectation that Activity extensions and continuations in grant renewals will benefit from cost efficiencies due to little or no need for startup and activity development.

Applicants consider the following estimates and information to develop their pricing.

<u>7/1/2019-6/30/2020</u>	<u>Estimated Monthly Volume</u>	<u>Applicant’s Rate</u>	<u>7/1/2020-6/30/2021</u>	<u>Estimated Monthly Volume</u>	<u>Applicant’s Rate</u>
Transition Coordination	Estimated 45 new individuals assigned to each agency	Per Hour Transition Service Rate	Transition Coordination	Estimated 45 new individuals assigned to each agency	Per Hour Transition Service Rate

ODM will use the following calculation for the sole purpose of calculating Applicants’ cost proposal points and comparing Applicants’ cost proposals with one another.

$$\text{Estimated monthly volume (45) X estimated monthly hours per individual (27) X Applicant’s quoted hourly rate = estimated monthly cost.}$$

Please Note:

- A. All Transition Services must be billed in 15-minute increments.
- B. The selected Applicant(s) may only bill for actual hours worked.
- C. The State will not be responsible for any costs not identified herein.
- D. The estimated caseloads given are assuming ODM grants with two agencies. The referrals will be sent round robin for transition coordination assignments.
- E. The applicant's hourly rate must include all costs associated with performing transition services. Applicants must consider costs resulting from each Activity listed, as well as all program, preparative, primary and incidental costs necessary to complete all program activities (whether explicitly identified by ODM in this RFGA or not).
- F. Travel costs, overhead, and all other related costs must be built into the hourly rate proposed. Travel will not be paid separately, and no additional administrative costs will be paid.
- G. ODM makes no guarantees regarding the number of new individuals assigned monthly.
- H. The selected Applicant may provide up to a maximum of 160 hours of transition services (billed in 15-minute increments) for each individual. However, each individual is different and may require significantly less than 160 hours. ODM does not guarantee 160 hours for each individual transitioned.

7.5 Application Submission

The applicant's original technical and cost applications must contain all the information and documents specified in this Section. The applicant's total complete application submission (the original technical and cost applications, all required copies, and CD-ROMs or USB drives) must be received by OCP no later than **4:00 p.m. EST on March 25, 2019**. Faxed or e-mailed submissions will not be accepted. **Applications must be addressed, for hand delivery or delivery by a private delivery company, as described below:**

**Office of Contracts and Procurement, RFP/RLB Unit
Ohio Department of Medicaid
50 West Town Street
Columbus, Ohio 43215**

Applicants are **STRONGLY** encouraged to use a private delivery company (e.g., FedEx, UPS, etc.)

to deliver their applications, or to hand deliver them, to the above address, as these types of companies can deliver directly to ODM's security desk in the building, where it will be received, and date and time stamped. While using the United States Postal Service (USPS) is an option, it can add several days to the delivery process and could result in an applicant's application being late and removed from consideration. **All applications must be received by OCP by the posted submission deadline, date and time. No exceptions will be made.**

The address for USPS deliveries is:

**Ohio Department of Medicaid
Office of Contracts and Procurement
PO Box 182709
Columbus, Ohio 43218-2709**

The entire technical application must be converted into **one single .pdf document**. If the application's size necessitates more than a single .pdf document to contain the entire technical application, applicants must still send the electronic copy of the application but use the fewest separate .pdf documents possible. The electronic copy of the cost application must include all cost application components, including any required or voluntary attachments. **The CD-ROM or USB Drive containing the cost application must be submitted in the sealed envelope containing the original hardcopy cost application.**

Both CD-ROMs/USB drives must be labeled with the applicant's name, the RFGA number, and the application submission date. The CD-ROMs/USB drives may be used in the formal ODM application review process and will be used by ODM for archiving purposes and for fulfillment of Public Records Requests. Failure to include or to properly label the CD-ROMs/USB drives may, at ODM discretion, result in the rejection of the applicant from any consideration.

It is the applicant's responsibility to ensure that all copies and all formats of the application are identical. Any pages or documents omitted from any or all copies can negatively affect the applicant's score and possibly result in disqualification. In the event of any discrepancies or variations between copies, ODM is under no obligation to resolve the inconsistencies and may make its scoring and applicant selection decisions, accordingly, including the decision to disqualify the applicant.

ODM reserves the right not to review submitted appendices which include information or materials not required in the RFGA. **Failure by any applicant to complete, sign, and return the Attachments A and C documents with their application may result in rejection of the application as being non-responsive and disqualified from further consideration.**

SECTION VII. CRITERIA FOR APPLICATION EVALUATION & SELECTION

8.1 Scoring of Applications

Applicants submitting responses will be evaluated based on the capacity and experience demonstrated in their technical and cost application. Each component will be scored separately. All qualifying applications will be reviewed and scored by an Application Review Team (ART), comprised of staff from ODM. Applicants should not assume that the review team members are familiar with any current or past work activities with ODM. ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and applicant selection process.

Selection of the applicant will be based upon the criteria described in this RFGA. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the applications, ODM will score in four phases:

- A. Phase I. Review – Initial Qualifying Criteria;
- B. Phase II. Review – Technical Application;
- C. Phase III. Review – MBE Bonus; and
- D. Phase IV. Review – Cost Application

A. **Phase I. Review – Initial Qualifying Criteria:**

Applications must pass Phase I. Review as required in the Technical Application Score Sheet provided as Attachment B to be considered for further scoring and possible award. Phase I criteria consist of, at a minimum, the Mandatory Requirements stipulated in this RFGA. **Any “no” for the listed Phase I criteria will eliminate an application from further consideration. Please refer to Attachment B for a complete listing of initial disqualifiers.**

B. **Phase II. Review – Criteria for Scoring the Completed Technical Application:**

The ART will then evaluate and score those qualifying technical applications not eliminated in Phase I. The ART will review by assessing how well the applicant meets the requirements as specified in the RFGA. Using the score sheet for Phase II scoring for each component (see Attachment B), the ART will read, review, discuss and reach consensus on the final technical score for each qualifying completed technical application.

During Phase II the technical application will be evaluated based upon the following criteria: 1) Organizational and Staff Experience and Capabilities (including activities in Sections 3.2 and 3.3); 2) Engagement (Section 3.4); 3) Technical Work Plan (including Sections 4, 5, and 6); 4) Administrative Structure (Section 5.4). Each section of the technical application is assigned a certain percentage of the overall total points as follows:

Organizational and Staff Experience and Capabilities	30%
Engagement	10%
Technical Work Plan	50%
Administrative Structure	10%

A maximum of **440** points will be awarded for the Technical Application as follows:

Organizational and Staff Experience and Capabilities	132
Engagement	44
Technical Work Plan	220
Administrative Structure	44

A technical application must achieve a total of at least **264** points (a score which represents that the applicant can successfully perform the resulting contractual duties) out of the possible **440** points to qualify for continued consideration. Any application that does not meet the minimum required technical application score as defined in Attachment B will be disqualified from further consideration and will not be considered for award of the grant, and its Cost Application will neither be opened nor considered. The total point value of the Technical Application Score will be 80% of the final score. The Cost Application will comprise 15% of the final score. Any MBE set-aside percentage over 15%, if applicable, will comprise 5% of the final score.

Please refer to this Section and Attachment B for maximum and minimum allowable scoring thresholds and definitions of scoring values.

IMPORTANT: Before submitting application(s) to ODM in response to this RFGA, applicants are strongly encouraged to use Attachment B to review their applications for completeness, compliance, and quality.

C. Phase III. MBE Bonus

If an applicant proposes an MBE subcontracting percentage greater than 15%, the following points will be added to the applicant's total score. Please refer to Attachment E MBE Score Sheet.

CALCULATION OF MBE POINTS

Over 35.1% MBE set-aside=40 MBE Bonus Points

Between 25.1- 35% MBE set-aside=30 MBE Bonus Points

Between 15.1- 25% MBE set-aside=20 MBE Bonus Points

Between 5-15% MBE set-aside=10 MBE Bonus Points

D. PHASE IV. Review – Criteria for Considering the Cost Application

ODM will calculate the applicant's Cost Application(s) points after the applicant's total technical points are determined, using the following method:

The lowest cost application will receive the maximum available cost points of **100**.

Other acceptable cost applications will be scored as the ratio of the lowest price application to the application being scored, multiplied by the maximum available points possible for this criterion:

$$(a/b) \times c$$

a = lowest application \$ total

b = \$ total of the application being reviewed

c = maximum available cost points (100).

An example for calculating cost points, where the maximum point value = 60 points:

Applicant X has proposed a cost of \$100.00. Applicant Y has proposed a cost of \$110.00 and Applicant Z has proposed a cost of \$120.00. Applicant X, having the lowest cost, would get the maximum available 60 cost points. Applicant Y's cost points would be calculated as \$100.00 (applicant X's cost) divided by \$110.00 (applicant Y's cost) times 60 maximum points for a total of 54.5 points. Applicant Z's cost points would be calculated as \$100.00 (applicant X's cost) divided by \$120.00 (applicant Z's cost) times 60 maximum points for a total of 50 points.

8.2 Veteran-Friendly Business Enterprise Program

A "Veteran-friendly business enterprise" (VBE) means a sole proprietorship, association, partnership, corporation, limited liability company, or joint venture that meets veteran

employment standards as defined in rule 123:5-1-01 (JJ) of the Ohio Administrative Code (OAC). OAC rule 123:5-1-16(B)(3) provides procedures for applying preference for VBE submissions. ODM will follow these procedures for any certified VBE application submissions.

The Veteran-Friendly Business Enterprise Program (VBE) applies to all state agencies' purchases made by bid, proposal, or application under chapter 125 of the ORC. Essentially, the Program allows for:

- A. Prices on bids submitted by veteran-friendly businesses to exceed those prices on bids submitted by businesses not certified as veteran-friendly by up to **five percent** and still be eligible for winning the award;
- B. Scores on applications submitted by veteran-friendly businesses to be up to five percent lower than the application scores submitted by businesses not certified as veteran-friendly and still be eligible for winning the award; and
- C. The enabling statutes for the VBE program are ORC 9.318. The regulations that govern the program are found in OAC Chapter 123:5-1-01 and 123:5-1-16.

8.3 Review Process Exceptions

ODM reserves the right to request clarifications from applicants regarding any information in their Technical and/or Cost Applications or related forms as it deems necessary at any point in the application review process. Any such requests initiated by ODM, and applicants' verbal or written response, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFGA.

ODM reserves the right to negotiate with applicants for adjustments to their applications should ODM determine, for any reason, to adjust the scope of the project for which this RFGA is released. Such communications are not violations of any communication prohibition, and are expressly permitted when initiated by ODM, but are at the sole discretion of ODM.

SECTION IX. PROTEST PROCEDURE

9.1 Protests

An applicant objecting to any matter relating to this RFGA may file a protest using the following guidelines:

- A. Protests may be filed by a prospective or actual bidder in writing and shall contain the following information:
 - 1. The name, address, and telephone number of the protestor;
 - 2. The name and number of the RFGA being protested;

3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODM;
 5. A statement as to the form of relief requested from ODM; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODM if it is received by OCP as delineated below:
1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of applications, shall be filed no later than 4:00 p.m. on the closing date for receipt of applications, as specified in Section **2.1**, Anticipated Procurement Timetable, of this RFGA.
 2. A protest based upon the award selection shall be received by OCP no later than 4:00 p.m. on the *seventh (7th)* business day after issuance of the award and denial letters.
- C. An untimely protest may be considered by ODM if ODM determines that the protest raises issues significant to ODM's procurement system. An untimely protest is one received by OCP after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Deputy Legal Counsel, Office of Contracts and Procurement
Ohio Department of Medicaid
50 West Town Street
Columbus, Ohio 43215
- E. When a timely protest is filed, the selection or grant process may be suspended until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODM determines that a delay will severely disadvantage ODM. The applicant(s) who would have been awarded the grant shall be notified of the receipt of the protest.
- F. ODM shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether or not the protest will be considered.

9.2 No Obligation to Award

ODM is under no obligation to issue a grant(s) as a result of this or any solicitation if none of the applications are responsive to the objectives and needs of ODM. ODM reserves the right to not select any applicant or only one applicant as a result of this solicitation.

SECTION X. CONDITIONS AND OTHER REQUIREMENTS

This section notifies applicants seeking award of a grant of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFGA, RFP, RLB, etc.) process, their eligibility to be awarded a grant; and of requirements that would be in effect should they be awarded a grant.

10.1 Interview/Demonstration

Applicants submitting applications may be required to participate in an in-depth interview or demonstration as part of the evaluation process. ODM will determine which applicants, if any, will participate in the interview/demonstration process. Applicants shall bear all costs of any scheduled interview or demonstration. If an interview or demonstration occurs, ODM will develop scoring criteria to be used for all participating applicants. These scores may be added to those applicants' application scores, or will replace certain criteria scores, at the discretion of ODM.

10.2 Start Work Date

The selected applicant must be able to begin work no later than seven (7) working days after the issuance of a purchase order, or as directed by OCP. The selected applicant will be notified by ODM when work will begin. **Any work begun by the applicant prior to notification by OCP will NOT be compensated.**

10.3 Trade Secrets Prohibition; Public Information Disclaimer

Applicants are **prohibited** from including any trade secret information, as defined in ORC section 1333.61, in their applications. **Any applications submitted in response to an ODM procurement effort which make claims of trade secret information may be disqualified from consideration immediately upon the discovery of such unallowable claim.** ODM shall consider all submissions to be free of trade secrets and shall treat them accordingly. These submissions shall become the property of ODM.

Applications received are deemed to be public records pursuant to ORC section 149.43. For purposes of this Section, the term "application" shall mean both the technical application (or proposal or other response documentation) and the cost application submitted by applicants/applicants and any attachments, addenda, appendices, or sample products. However, any cost applications that are unopened at the end of the procurement are not considered public record.

10.4 Contractual Requirements

- A. Any grant resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the model grant, which is included as Attachment D of this RFGA. The applicant may propose changes to the model grant by annotating the model and returning it with the applicant's application submission. Any changes are subject to ODM review and approval. Extensive changes may result in the disqualification of the applicant; and
- B. The applicant, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFGA. The applicant, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODM and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant and may result in legal action.

10.5 Public Release of Evaluations and/or Reports

Any release of data, evaluations and/or reports or data sharing shall be role-based and project specific, and in accordance with state and federal regulations. Any requests for access to data will be directed by ODM and decisions about providing data to any parties will be at the sole discretion of ODM.

10.6 Ethical & Conflict of Interest Requirements

- A. No applicant or individual, company or organization seeking a grant shall promise or give to any ODM employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No applicant or individual, company or organization seeking a grant shall solicit any ODM employee to violate any of the conduct requirements for employees;
- C. Any applicant acting on behalf of ODM shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any applicant or potential applicant who violates the requirements and prohibitions defined here or of ORC section 102.04 is subject to termination of the applicant or refusal by ODM to enter into an applicant; and
- D. ODM employees and applicant who violate ORC sections 102.03, 102.04, 2921.42 or 2921.43 may be prosecuted for criminal violations.

10.7 Americans with Disabilities Act (ADA)

The selected applicant, its officers, employees, members, and subcontractors will be required to meet the standards of current and ongoing compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

10.8 Confidentiality and Health Insurance Portability & Accessibility Act (HIPAA) Requirements

The selected applicant must maintain the confidentiality of information and records in accordance with state and federal laws, rules, and regulations. As a condition of receiving a grant from ODM, the applicant, and any subcontractor(s), will be required to comply with Title 42 of the United States Code (USC) 1320-d, and the implementing regulations found at 45 CFR 160 and 164 regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the applicant r from or on behalf of ODM that meets the definition of PHI as defined by HIPAA and the regulations promulgated by Health and Human Services HHS, specifically 45 CFR 164.501 and any amendments thereto.

10.9 Unresolved Findings for Recovery (ORC 9.24), Labor Practices, and Debarments

ORC 9.24 prohibits ODM from awarding a grant to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By applying, the applicant warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under ORC 9.24 prior to the award of any grant arising out of this RFGA, without notifying ODM of such finding. ODM will review the Auditor of State's website prior to completion of evaluations of applications submitted pursuant to this RFGA. ODM will not evaluate an application from any applicant whose name, or the name of any of the subcontractors proposed by the applicant, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

10.10 Unfair Labor Practices. Each response must affirm that neither the applicant nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify the applicant as having more than one unfair labor practice contempt of court finding.

10.11 Federal Debarment Requirements. Each response must affirm that neither the applicant nor any of its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. Applications also must affirm that within three years preceding their submission that neither the applicant nor any of its principals:

1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or grant under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification

- or destruction of records, making false statements; or for receiving stolen property; or
2. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

10.12 Mandatory Grant Performance Disclosure

Each response must disclose whether the applicant or any proposed subcontractor has received a formal claim for breach of grant. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, applicant shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify an applicant from consideration, at the sole discretion of ODM, such claims and a review of the background details may result in a rejection of the applicant's application. ODM will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the applicant's performance of the work, and the best interests of ODM.

10.13 Mandatory Disclosures of Governmental Investigations

Each response must indicate whether the applicant and any of the proposed subcontractor(s) have been the subject of any adverse regulatory or administrative governmental action (federal, state, or local) with respect to applicant's performance. If any such instances are disclosed, applicant must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against applicant by the governmental agency. While disclosure of any governmental action in response to this Section will not automatically disqualify an applicant from consideration, such governmental action and a review of the background details may result in a rejection of the applicant's application at the sole discretion of ODM.

10.14 MBE Subcontracting Requirements

The applicant's submitted application may include a pre-selected Ohio Certified MBE subcontractor supplier. If chosen the application must provide the MBE supplier(s) name, DAS-MBE certification number, and a stated specific percentage of the cost of the work that it will set aside for Ohio certified MBE subcontractors only. The application shall also include a letter from the Ohio certified MBE subcontractors, on company letterhead, agreeing to the performance of work requested by the prime applicant.

Ohio certified MBE subcontractor and applicant selected percentage. In the Evaluation Scoring Formula of the RFGA, the applicants who identify one or more qualified Ohio certified MBE subcontractor and has over 5% of its annual expected costs set aside exclusively for identified Ohio certified MBE subcontractors' work will receive the number of points set forth in Section VIII and Attachment E of the RFGA.

Tracking. Applicants shall indicate on all invoices submitted for payment, the dollar amount attributed to the work provide by the selected Ohio certified MBE

SECTION XI. APPENDICES AND ATTACHMENTS

- A. Attachment A1 to A4 - Required Applicant Information and Certifications and Affirmations**
- B. Attachment B - Technical Application Score Sheet**
- C. Attachment C - Cost Application Form**
- D. Attachment D – ODM Model Grant**
- E. Attachment E- MBE Scoresheet**
- F. ODM Model Grant**
- G. Internal Control Questionnaire (Located in Program Resource Library)**

END OF TABLE OF CONTENTS

Thank you for your interest in this project.

Attachment A1
REQUIRED SUPPLIER INFORMATION

Purpose: ODM requires the following information from suppliers who submit proposals or bids in response to any ODM Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected supplier. ODM reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODM. **Failure to provide such required supplier information may result in immediate disqualification of your proposal.**

Instructions: Provide the following information regarding the supplier submitting the proposal or bid. Suppliers may either print this attachment, complete and sign, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their proposals. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the supplier. Suppliers are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODM.

IMPORTANT: If the RFP\RLB specified a maximum page limit for supplier proposals\bids, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will **NOT** be counted against that page limit.

1. ODM RFP/RLB# and TITLE: _____
2. Proposal Due Date: _____
3. Supplier Name: (legal name of supplier to whom contract/purchase payments will be made):

4. Supplier Corporate Address: _____
5. Supplier Remittance Address: (or “same” if same as number 4. above): _____

6. Print or type the following information for the supplier’s representative/contact person authorized to answer questions on the proposal/bid:

Supplier’s Representative Name and Title: _____

Supplier’s Representative Phone # and Email Address: _____
7. Is this supplier an Ohio certified MBE? Yes____ No____. If yes, attach a copy of current certification to proposal/bid. If ODM has specified the RFP/RLB is an opportunity exclusively for MBEs, failure to attach a copy of current certification may result in disqualification.
8. Supplier agrees to comply with the requirements to maintain a complete affirmative action plan and affirm they will be in compliance with ORC § 125.111 prior to be awarded a contract.
9. Supplier Employee Information:
Total Number of Employees Nationwide: _____ % of Women Employees in Ohio: _____
Total Number of Employees in Ohio: _____ % of Minority Employees Nationwide: _____
% of Women Employees Nationwide: _____ % of Minority Employees in Ohio: _____

Attachment A2 - Supplier and Grantee Ethics Certification

1. As a supplier or grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of _____ (Name of supplier or grantee) that:

(1) I have reviewed and understand Ohio ethics and conflict of interest laws, as found in Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code;

(2) I acknowledge that our organization is not excluded from entering into a contract with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC § 9.24 and unfair labor findings pursuant to ORC § 121.23; and

(3) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

*"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment Card Program that cost less than \$1,000.

2. I have read the ODM Model Contract attached to the RFP/RLB, and if awarded a contract, I will not _____(or) I will _____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODM. (If changes are requested, ODM will review those changes if you are the selected supplier. All requested changes to model contract language are subject to ODM approval.)

NOTE: Item 3 below is not applicable and not required when the subject ODM procurement opportunity is offered only to State Term Schedule suppliers.)

3. I _____, (authorized supplier representative) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____

(vendor's name), and I hereby affirm that the cost(s) bid to ODM for the performance of services and/or provision of goods covered in this proposal in response to the ODM RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

4. I _____, (authorized supplier representative) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any supplier whose proposal is found to contain such prohibited personal information. The supplier affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODM in a public records request(s).

Attachment A3 – Location of Business and Offshore Declaration Form

Location of Business Declaration: suppliers responding to any ODM RFP/RLB (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the “Location of Business Form,” which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM MAY RESULT IN DISQUALIFICATION OF THE SUPPLIER FROM CONSIDERATION FOR AWARD OF THIS ODM CONTRACT.**

Pursuant to Governor’s Executive Order 2011-12K (www.governor.ohio.gov), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Medicaid:

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by **subcontractor(s)**:

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by **subcontractor(s)**:

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODM for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODM if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

ATTACHMENT A4 - AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, except as necessary to satisfy the requirement to subcontract a portion of the work under this contract with Minority Business Enterprise suppliers.
- (2) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, with the exception of Minority Business Enterprise suppliers that are serving as subcontractors or partners for the specific work that is being solicited, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Cost Proposal higher than this Cost Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
- (4) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the ODM in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the ODM of the true facts relating to the submission of Proposals for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public for State of _____

My Commission Expires: _____

Attachment A5 – Certifications and Assurances

ODM Contract Model Provisions

The Terms and Conditions located in Attachment D – ODM Contract Model shall be included in any contract(s) resulting from this RFP.

Attachment D: Contract Template Language, including HIPAA Business Associate:

1. ODM’s Contract Model has been included as Appendix D. To be responsive, Suppliers must indicate a willingness to enter into a Contract substantially similar to *Appendix D: ODM Contract Model* by signing this Certifications and Assurances (Attachment A5). Any specific areas of dispute with the terms and conditions of Attachment D must be identified in Supplier’s Response and may, at the sole discretion of ODM, be grounds for disqualification from further consideration in the award of a Contract.

2. Suppliers are expected to closely read the Terms and Conditions of the Contract Model outlined in Attachment D. Suppliers shall note any exception to the Terms and Conditions. Any exception must include an explanation for the Supplier’s inability to comply with such term or condition and, if applicable, alternative language the Supplier would find acceptable. Rejection of the Terms and Conditions, in whole or in part, may be cause for ODM’s rejection of a Supplier’s proposal. If an exception concerning the Terms and Conditions is not noted, but is raised during contract negotiations, ODM reserves the right to cancel the negotiation, at its sole discretion.

3. Please list and clearly explain any exceptions to ODM Terms and Conditions located in Attachment D. If no proposed changes are listed, the Supplier is indicating that no changes to the Attachment D-ODM Model Contract are proposed, and that the Supplier intends to accept it as written if the Supplier’s Proposal is selected for award of a contract. **Under no circumstances is a Supplier to submit its own standard contract terms and conditions in response to this solicitation.** Instead, Supplier must review and identify the language in the *ODM Contract Model* that Supplier finds problematic, state the issue, and propose the language or contract modification Supplier is requesting. All of Supplier’s exceptions to the proposed contract terms and conditions must be submitted within their Response, attached to Appendix A5, *Certifications and Assurances*. ODM expects the final Contract signed by the Selected Supplier to be substantially the same as the *ODM Contract Model*.
 - The Supplier may add rows as appropriate.
 - ODM has no obligation to accept any exception(s).

ITEM #	SECTION	SUPPLIER PROPOSED CHANGES	EXPLANATION OF EXCEPTION
	Section in which exception is taken.	Proposed language to ODM Contract Template Provisions.	Description of exception being made and rationale.
1.			
2.			
3.			

4. A Supplier may be more favorably evaluated based on the degree of acceptance of the *ODM Model Contract* specified terms and conditions without exception, reservation, or limitation. Suppliers may, however, propose revisions to the proposed Contract terminology for clarification and procedural purposes, or revisions based upon specific elements of their offering.

5. The Selected Supplier is expected to execute the Contract within **five (5) Business Days** of its receipt of the final Contract. If the selected Supplier fails to sign the Contract within the allotted time frame, ODM may elect to cancel the award, and award the Contract to the next ranked Supplier, or cancel or reissue this solicitation. Supplier's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

SIGNATURE PAGE FOLLOWS

Remainder of page intentionally left blank

Attachment A5 – Certifications and Assurances

Signature page

Please provide a signature stipulating the Supplier's acknowledgement of the requirements for Attachment D-ODM Contract Model.

Print Name of Authorized Personnel	Title
Signature of Authorized Personnel	Date

ATTACHMENT B

Technical Application Score Sheet for ODMR-1819-1025

PHASE I: Initial Qualifying Criteria and Mandatory Applicant Qualifications

The application must meet all the following Phase I application acceptance criteria to be considered for further evaluation. Any application receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration.**

ITEM #	APPLICATION ACCEPTANCE CRITERIA	RFGA SECTION REFERENCE	YES	NO
1	Was the application received by the deadline as specified in the RFGA?	Section 2.1 and 7.5		
2	Have all personal, sensitive/confidential information (such as home addresses and social security numbers) of applicant’s staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the application package been removed?	Section 4.3		
3	Was the supplier application comprised of a Technical Application and, in a separate, appropriately labeled, sealed envelope, the Cost Application as required by Attachment C?	Section 7.4		
4	Does the application include all required affirmative statements and certifications, signed (in all required parts) by the supplier’s responsible representative, as described in Attachment A to the RFGA?	Section 7.3		
5	Is the applicant free from being prohibited to enter into a contract with ODM, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	Section 10.9		
6	Has the applicant demonstrated that it acknowledges that they are or willing to become an ODM and ODA certified Medicaid provider of community transition services upon contract award?	Section 3.1.A.		
7	Has the applicant demonstrated at least 3 years’ experience delivering services in a health care,	Section 3.1.B		

	behavioral health or social services or comparable field?			
8	Has the applicant demonstrated how it will support the administrative, technical, and physical safeguards required by HIPAA?	Section 3.1.C.		
9	Does the applicant have a physical presence in Ohio or demonstrated concrete plans for establishing a physical presence?	Section 3.1.D.		
10	Has the applicant acknowledged understanding of the conflict of interest requirements if supplier is providing case management for Medicaid and becoming a provider of community transition services?	Section 3.1. E.		
11	Has the applicant met all the requirements in Attachment A1-A5?	Section 3.1.F.		

PHASE II: Criteria for Scoring of Technical Application

Qualifying technical applications will be collectively scored by an Application Review Team (ART) appointed by ODM. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical application exceeds, meets, partially meets or does not meet the requirements expressed in the RFGA, and assign the appropriate point value. The point values vary in each section and therefore are annotated at the beginning of each section. Scoring is based on the following criteria:

Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement
---------------------------------	-----------------------------------	----------------------	------------------------

Technical Performance Scoring Definitions:

“Does Not Meet Requirement” – A RFGA requirement was not addressed in the applicant’s application.

“Partially Meets Requirement” – Applicant application demonstrates some attempt at meeting a RFGA requirement, but that attempt falls below acceptable level.

“Meets Requirement” – Applicant application fulfills a RFGA requirement in all material respects, potentially with only minor, non-substantial deviation.

“Exceeds Requirement” – Applicant application fulfills, a RFGA requirement in all material respects, and offers some additional level of quality more than ODM expectations.

“Weighting”- Measure of relative importance of the element being scored, on a 1-5 scale, with 5 being the most important.

A technical application’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying application. Technical applications that do not meet or exceed a total score of at least **264** points (a score which represents that the selected applicant has the capability to successfully perform the project/program services) out of a maximum of **440** points, will be disqualified from further consideration, and its cost application will neither be opened nor considered. Only those applicants with Technical Applications that meet or exceed the minimum required technical points will advance to PHASE III of the cost application score sheet.

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
1	Did the applicant demonstrate knowledge about and experience working with the network of local community programs and resources that serve one or more of the HOME Choice population types: elderly, physical disability, or mental health?	3.2. A.	3				
2	Did the applicant provide the most current or previous year’s financial audit with the most recent “no material weakness” letter?	3.2. B.	3				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
3	Did the applicant demonstrate experience advocating on behalf of and working with individuals with chronic illness, mental health and/or substance use disorders and or physical disabilities?	3.2. C.	3				
4	Did the applicant demonstrate experience providing transition coordination services for the Money Follows the Person or Medicaid program?	3.2. D.	3				
5	Did the applicant provide names and contact information for at least three entities for which they have performed projects of similar size in the past three (3) years? Projects could include involvement with multiple agencies, programs, and funding streams.	3.2. E.	3				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
STAFF EXPERIENCE & CAPABILITIES							
1	Did the applicant provide resume or curriculum vitae for a Lead Manager who will be exclusive to this contract who has at least a bachelor's degree in public health, economics, sociology, business administration, or nursing, or other related discipline, and at least 5 years' experience management of a similar service. The Lead Manager must also have 36 months of experience with Medicaid.	3.3. A.	3				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
STAFF EXPERIENCE & CAPABILITIES							
2	Did the applicant provide resume or curriculum vitae for three Supervisors who have at least an undergraduate degree in public health, economics, sociology, business administration, or nursing, or other related discipline, and have 36 months of experience with Medicaid. Did the applicant indicate that each supervisor will be over a region of the state?	3.3. B.	3				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
STAFF EXPERIENCE & CAPABILITIES							
3	Did the applicant provide resume or curriculum vitae for transition coordinators who are at least 18 or older, have at least a high school diploma, and have a minimum of 12 months experience delivering services in a health care, behavioral health or social services setting? These staff must also have experience advocating on behalf of individuals with chronic illness, mental health, and/or substance use disorders, and physical disabilities. These staff must also have a valid Ohio or contiguous states driver's license and proof of active care insurance.	3.3. C.	3				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
ENGAGEMENT							
1	Did the applicant provide a staffing plan that focuses on staffing consistency and includes a staff retention plan?	3.4. A.	3				
2	Did the applicant provide evidence that the Lead Manager will take an active role in overseeing all aspects of the Scopes of Work and Deliverables? This will include attending (in person or by phone) most meetings that occur between ODM staff and applicant staff.	3.4. B.	3				
3	Did the applicant provide evidence that Staff will be available during ODM's normal business hours, (Monday-Friday 7:30 am-5:00 pm)?	3.4. C.	3				
4	Did the applicant provide evidence that holidays for all their staff will mirror ODM's office holidays and no other holidays will be permissible for the applicant?	3.4. D.	3				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
CONDITIONS AND OTHER REQUIREMENTS							
1	Did the applicant provide evidence that they understood these sections?	4.1, 4.2, 4.4	3				
2	Did applicant provide evidence they have a Business Continuity Plan that meets the details in Section 4.6	4.6	3				
TRANSITION PERIOD							
1	Did the applicant acknowledge that orientation activities must be completed prior to 7/1/19 and at no cost to ODM?	4.5 A. & B.	3				
SCOPE OF WORK							
1	Did the applicant provide evidence that they will cooperate fully with data and information requests, have internal controls to oversee and monitor each task that the agency performs, and have a procedure in place to keep up-to-date with any changing rules or program processes?	5.1.A-F	5				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
SCOPE OF WORK							
2	Did the applicant provide evidence that they have a customer service system in place and will respond to any concerns or issues within 2 business days?	5.1. G. & I	5				
3	Did the applicant provide evidence that they will provide information in a range of formats including providing translator if needed?	5.1. H.	5				
4	Did the applicant provide evidence that they operate in compliance with HIPAA and that they have a protocol in place to report data breaches?	5.1. J. & L.	5				
5	Did the applicant provide evidence that they have a process in place to report critical incidents and instances of fraud and abuse?	5.1. K. & M.	5				
6	Did the applicant provide evidence that they will attend all trainings and webinars and ensure each staff member has received training prior to providing transition coordination?	5.1. N. & O	3.				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
SCOPE OF WORK							
7	Did the applicant provide evidence that demonstrate acceptance of ODM's reimbursement policy, that all dollars spent on behalf of individual must be reimbursed and not advanced to the agency?	5.1. P.	3				
8	Did the applicant acknowledge and understand all aspects of the transition coordinator role as described within the contract and manual?	5.2. A.-X.	3				
NUMBER OF PARTICIPANTS							
1	Did the applicant accept and acknowledge the number of participants?	5.3	3				
SPECIFICATION OF DELIVERABLES							
1	Did the applicant describe how it will define and perform all aspects of the services described in 6.1-6.2, and if applicable, develop and manage services performed under all subcontracting arrangements?	6.1	3				

ITEM #	EVALUATION CRITERIA	RFGA Section Reference	Weighting	Doesn't Meet 0	Partially Meets 1	Meets 3	Exceeds 5
APPLICANT QUALIFICATIONS							
ADMINISTRATIVE STRUCTURE							
1	Did the applicant provide a proposed table of organization that meets all the requirements?	5.4	3				

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Supplier's Grand Total Technical Score must be at least 264 points.)

Yes _____ No _____

(If "No," Vendor's Cost Proposal will not be opened.)

ATTACHMENT C – COST APPLICATION

TRANSITION COORDINATION FOR HOME CHOICE

<u>7/1/2019- 6/30/2020</u>	<u>Estimated Monthly Volume</u>	<u>Applicant's Hourly Rate</u>	<u>7/1/2020- 6/30/2021</u>	<u>Estimated Monthly Volume</u>	<u>Applicant's Hourly Rate</u>
Transition Coordination	Estimated 45 new individuals assigned to each agency	Per Hour Transition Service Rate	Transition Coordination	Estimated 45 new individuals assigned to each agency	Per Hour Transition Service Rate

ODM will use the following calculation for the sole purpose of calculating Applicants' cost proposal points and comparing Applicants' cost proposals with one another.

Estimated monthly volume (45) X estimated monthly hours per individual (27) X Applicant's quoted hourly rate () = estimated monthly cost.

Per Hour Rate 7/1/2019-6/30/2020. \$ _____per hour

Per Hour Rate 7/1/2020-6/30/2021. \$ _____per hour

Please Note:

- A. All Transition Services must be billed in 15-minute increments.
- B. The selected Applicant(s) may only bill for actual hours worked.
- C. The State will not be responsible for any costs not identified herein.
- D. The estimated caseloads given are assuming ODM grants with two agencies. The referrals will be sent round robin for transition coordination assignments.
- E. The applicant's hourly rate must include all costs associated with performing transition services. Applicants must consider costs resulting from each Activity listed, as well as all program, preparative, primary and incidental costs necessary to complete all program activities (whether explicitly identified by ODM in this RFGA or not).
- F. Travel costs, overhead, and all other related costs must be built into the hourly rate proposed. Travel will not be paid separately, and no additional administrative costs will be paid.
- G. ODM makes no guarantees regarding the number of new individuals assigned monthly.
- H. The selected Applicant may provide up to a maximum of 160 hours of transition services (billed in 15-minute increments) for each individual. However, each individual is different and may require significantly less than 160 hours. ODM does not guarantee 160 hours for each individual transitioned.

**OHIO DEPARTMENT OF MEDICAID
GRANT AGREEMENT**

G-1819-00-0000

RECITALS:

This Grant Agreement (Agreement) between the Ohio Department of Medicaid (ODM) and **Vendor Name** (GRANTEE) is created pursuant to the Grant awarded by ODM to GRANTEE. GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement.

[The Grant is made pursuant to the following federal award: _____, CFDA number _____, award number _____, (for the period _____ to _____), which was awarded by the United States Department of Health and Human Services.]

- A. ODM issued a Request for Grant Application (RFGA) titled, _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. The ODM proposal review team recommended for award the Application of GRANTEE, submitted by GRANTEE on [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of ODM.

ARTICLE I. PURPOSE; GRANT ACTIVITIES

- A. **INSERT PURPOSE AND LEGAL AUTHORITY.** GRANTEE will perform its responsibilities under this Agreement [in accordance with the RFGA and the Application] (Grant activities) as follows:

INSERT SPECIFIC DELIVERABLES

- B. The ODM Agreement Manager is **ODM Agreement Manager Name** or successor.
- C. The ODM Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODM within ten days after GRANTEE's receipt of the requests or instructions. ODM and GRANTEE expressly understand that any requests or instructions will be strictly construed to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODM pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODM Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. CONFIDENTIALITY OF INFORMATION

- A. GRANTEE agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. GRANTEE specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:
 - 1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
 - 2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;

3. Ohio Revised Code, ORC 173.20, 173.22, 1333.61, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and
 4. Corresponding Ohio Administrative Code rules.
- B. GRANTEE agrees that any data created, received, maintained or transmitted on behalf of ODM by GRANTEE shall be returned to ODM not later than 90 calendar days following termination of this Agreement and shall certify that no copies of source data were retained by GRANTEE, unless as may be otherwise provided for in this Agreement or by law.
 - C. GRANTEE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Agreement.
 - D. GRANTEE agrees that access to the records and data provided by ODM for purposes of this Agreement will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. GRANTEE agrees to provide the ODM Agreement Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.
 - E. GRANTEE agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. GRANTEE expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.
 - F. GRANTEE shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with GRANTEE incorporating these assurances.
 - G. GRANTEE agrees that any information provided under this agreement that is proprietary shall be held to be strictly confidential by GRANTEE.
 - H. GRANTEE shall not share or otherwise disclose any of the above referenced information to any third party without the express written authorization of the Director of ODM.
 - I. GRANTEE shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.
 - J. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. GRANTEE shall prepare, store, and transmit all sensitive data relating to the state of Ohio in accordance with Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; State of Ohio Administrative Policy IT-14, Data Encryption and Securing Sensitive Data; and NIST Special Publication 800-53.
 - K. GRANTEE shall comply with Ohio Administrative Policy IT-04, Use of Internet, E-mail and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources.
 - L. The express terms and conditions of this Article shall be included in all subcontracts executed by GRANTEE for any and all work under this Agreement.

ARTICLE III. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from **July 1, 2017**, or upon signature of the Director of ODM, whichever is later, through **June 30, 2019**, unless this Agreement is suspended or terminated prior to the expiration date.

[This Agreement may be renewed through June 30, _____, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODM. ODM will issue a notice to GRANTEE if ODM decides to renew this Agreement. GRANTEE will not obligate resources in anticipation of a renewal until notice is provided.]

- B. It is expressly understood by both ODM and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. ODM will notify GRANTEE when this certification is given.

ARTICLE IV. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is _____ Dollars (\$_____). ODM will provide GRANTEE with funds in an amount up to _____ Dollars (\$_____) for State Fiscal Year 2018 and up to _____ Dollars (\$_____) for State Fiscal Year 2019 expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.

[GRANT ADVANCE]

B. Payment:

1. GRANTEE may submit a request for a Grant Advance of _____ Dollars (\$_____) in SFY 2018 and _____ Dollars (\$_____) in SFY 2019. The Grant Advance will be awarded after appropriate invoicing pursuant to this ARTICLE.
2. The remainder of the Grant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached]. The ODM Agreement Manager may provide written approval to GRANTEE for requested budget changes that do not exceed the amount listed in this Article for the Agreement period. Such approval may be made without formally amending this Agreement.
3. GRANTEE must conduct a funds reconciliation of the Grant Advance no later than 30 days from the end of each fiscal year. GRANTEE will return any Grant advance funds that exceed actual expenditures paid by GRANTEE and confirmed by invoices. The ODM Agreement Manager will instruct GRANTEE on the manner in which to return the unused funds.

[BUDGET REALLOCATION]

- B. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODM Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs listed below will require a formal amendment to this Agreement.

[TRAVEL REIMBURSEMENT]

- B. It is further agreed that reimbursement of travel expenditures shall not exceed _____ Dollars (\$_____) for SFY 2018 and _____ Dollars (\$_____) for SFY 2019, which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODM Agreement Manager for approval prior to submitting a claim for reimbursement.
- B. Compensation will be made as reimbursement for actual expenditures incurred and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached].
- C. GRANTEE will submit detailed invoices on a _____ basis in one of the following manners with a copy to the Agreement Manager:

E-Mail: invoices@ohio.gov (the preferred file type for email attachments is .pdf.).

Mail: Ohio Shared Services
P.O. Box 182880
Columbus, Ohio 43218-2880

Fax: 614.485.1039

GRANTEE agrees to use an invoice instrument to be prescribed by ODM and will include in each invoice:

1. GRANTEE's name, complete address, and federal tax identification number;
 2. Agreement number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
 5. Description of Deliverables performed during the billing period;
 6. Receipt or other proof of cost; and
 7. Other documentation requested by ODM.
- D. GRANTEE expressly understands that ODM will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from ODM that the provisions of ORC 126.07 have been met as set forth in ARTICLE III, nor for work performed after the ending date of this Agreement.
- E. GRANTEE expressly understands that ODM does not have the ability to compensate GRANTEE for invoices submitted after The State of Ohio purchase order has been closed. GRANTEE must submit final invoices for payment no later than 90 calendar days after the ending date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODM for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE III, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon 30 calendar days' written notice to the other party, either party may terminate this Agreement.
- C. Notwithstanding the provision of Section A, above, ODM may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. ODM loses funding as described in ARTICLE IV;
 2. ODM discovers any illegal conduct by GRANTEE; or
 3. GRANTEE has violated any provision of ARTICLE X.
- D. GRANTEE, upon receiving notice of suspension or termination, will:

1. Cease performance of the suspended or terminated Grant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities;
 3. Prepare and furnish a report to ODM, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Grant; and
 5. Perform any other tasks ODM requires.
- E. In the event of suspension or termination under this ARTICLE, ODM will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODM will base its calculations on the payment method described in ARTICLE IV and any funds previously paid by or on behalf of ODM. ODM will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODM reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODM of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODM or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODM will not be effective unless it is in writing signed by the ODM Director.

ARTICLE VI. NOTICES

- A. ODM and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODM Agreement Manager.
- B. Notices to ODM from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE X, and/or any other formal notice regarding this Agreement will be sent to the ODM Chief Legal Counsel, 50 West Town Street, Columbus, Ohio 43215.
- C. Notices to GRANTEE from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of the this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Activities relative to this Agreement:

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODM. This includes all documents, reports, data, photographs (including

negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.

- A. [UNIVERSITY RESEARCH] ODM agrees that any media (including documents, reports, data, photographs, and electronic reports and records) produced pursuant to this Agreement or acquired with Grant funds will become the property of GRANTEE. However, GRANTEE is required to obtain prior approval from ODM for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Agreement, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Agreement. Additionally, GRANTEE hereby grants to ODM a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- B. All ODM information that is classified as public or private under Ohio law and ODM rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODM will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODM provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODM. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODM reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For audit purposes only, all records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include, but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after GRANTEE receives the last payment pursuant to this Agreement. If an audit or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period, unless otherwise directed below in Section E. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, Title 2 CFR Part 200, Subparts D and F of the Code of Regulations (CFR). GRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is [INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODM, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VIII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODM and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODM and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODM. GRANTEE will submit any requests for approval of assignments and transfers to the ODM Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Grant amount specified in ARTICLE IV of this Agreement.

ARTICLE IX. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
 2. **Specific Definitions.**
 - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
 - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
 - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
 - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.
- B. GRANTEE acknowledges that ODM is a Covered Entity under HIPAA. GRANTEE further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:

1. **Permitted Uses and Disclosures.** GRANTEE will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
2. **Safeguards.** GRANTEE will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
3. **Reporting of Disclosures.** GRANTEE agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident GRANTEE has knowledge of or reasonably should have knowledge of under the circumstances.

Further, GRANTEE shall report to ODM the following:

- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

As soon as is practical following of discovery of a reportable security incident, GRANTEE shall notify ODM of the existence and nature of the incident as understood at that time. GRANTEE shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of GRANTEE's investigation.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: PrivacyOffice@medicaid.ohio.gov and Mcdlegal@medicaid.ohio.gov

4. **Mitigation Procedures.** GRANTEE agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. GRANTEE will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.
5. **Incidental Costs.** GRANTEE shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which GRANTEE has knowledge which are directly caused by the use or disclosure of protected health information by GRANTEE in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** GRANTEE, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of GRANTEE and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to GRANTEE with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** GRANTEE will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** GRANTEE shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that GRANTEE receives a request for amendment directly from the individual, agent, or subcontractor, GRANTEE will notify ODM prior to making any

such amendment(s). GRANTEE's authority to amend information is explicitly limited to information created by GRANTEE.

9. **Accounting for Disclosure.** GRANTEE shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of Department.** When GRANTEE is to carry out an obligation of ODM under Subpart E of 45 CFR 164, GRANTEE agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** GRANTEE shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of GRANTEE's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE V, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, GRANTEE will return to ODM or destroy all PHI in GRANTEE's possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If GRANTEE, its agent(s), or subcontractor(s) destroy any PHI, then GRANTEE will provide to ODM documentation evidencing such destruction. Any PHI retained by GRANTEE will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Agreement.

ARTICLE X. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODM relied in entering into this Agreement:

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODM will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
 1. **Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

- e. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

3. **Ethics and Conflicts of Interests Laws.**

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. GRANTEE agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODM determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. GRANTEE affirms that no federal funds paid to GRANTEE by ODM through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
- c. GRANTEE, if a recipient of a federal award in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), certifies compliance with the Byrd Anti-Lobbying Amendment, which at a minimum, attests GRANTEE will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC Chapter 1352.

5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODM and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. Likewise, GRANTEE agrees to require any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors whenever possible.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:
 - (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for GRANTEE and all subcontractors.
 - c. GRANTEE also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. Termination, Sanction, Damages: ODM is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODM all funds paid for those services.

In addition, if GRANTEE or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Agreement for such breach, upon written notice to GRANTEE. If ODM terminates the Agreement, ODM may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

10. **[PUBLIC UNIVERSITY] Expenditure of Public Funds for Offshore Services—Executive Order Requirements.** GRANTEE, a public university, certifies that by executing this Agreement, it has reviewed and understands ODM's obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Agreement outside of the United States.
11. **Combatting Trafficking in Persons.**
 - a. GRANTEE agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this CONTRACT by reference.
 - b. GRANTEE, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
 - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;
 - (2) Procuring commercial sex acts during the period of performance of the Agreement; or
 - (3) Using forced labor in the performance of the Agreement.
 - c. GRANTEE agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
 - d. ODM has the right to immediately and unilaterally terminate this Agreement if any provision in this Section is violated and ODM may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
12. **Civil Rights Assurance.** GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.) and the Age Discrimination Act of 1975 (42 USC 6101, et seq.).
13. **Clean Air Act.** GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251, et seq.). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (US EPA) and ODM.
14. **Energy Policy and Conservation Act.** GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 USC 6201. Violations must be reported to the Regional Office of the US EPA and ODM.
15. **Solid Waste Disposal.** GRANTEE agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the US EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding federal fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the US EPA guidelines.
16. **Experimental, Developmental, or Research Work.** When applicable, if GRANTEE enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Agreements and Cooperative Agreements,” and any applicable federal and state regulations.

17. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE XI. BUSINESS CONTINUITY PLAN

- A. GRANTEE recognizes that certain services under this Agreement are vital to ODM and must be continued without interruption. GRANTEE shall be prepared to continue providing such services identified by ODM, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). GRANTEE is required to implement and maintain a sustainable Plan throughout the term of this Agreement, and provide the Plan to ODM upon request. The Plan will, at a minimum:
 1. Enable continued performance under this Agreement in the event of a disaster or other unexpected break in services; and
 2. Ensure the continuity for identified vital services and supporting facilities.
- B. For purposes of this Article, the term “disaster” means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

ARTICLE XII. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** To the extent allowable by law, GRANTEE agrees to defend, indemnify and hold ODM, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys’ fees) or claims for personal injury, property damage, patent and copyright infringement, or for any liability or claims under Article IX above (“Business Associate Requirements Under HIPAA”), and/or any other type of claim that arises from the performance of the Deliverables under this Agreement. GRANTEE’s sole and exclusive remedy for any ODM failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, GRANTEE agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.
- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties’ liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under ARTICLE IV or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODM, any official or employee of ODM acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. ODM will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODM may participate in the defense of any such action. GRANTEE agrees to pay all damages and costs awarded against ODM, any official or employee of ODM in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODM at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- C. **[PUBLIC ENTITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODM or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODM in its discretion.
- F. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XIII. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

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ATTACHMENT E
MBE SCORE SHEET FOR
PHASE IV

If an applicant proposes and MBE subcontracting percentage greater than 5%, the following points will be added to the applicant's total score:

PHASE IV – MBE SCORING CRITERIA:

CALCULATION OF MBE POINTS:

Over 35.1% MBE set-aside=40 MBE Bonus Points

Between 25.1- 35% MBE set-aside=30 MBE Bonus Points

Between 15.1- 25% MBE set-aside=20 MBE Bonus Points

Between 5-15% MBE set-aside=10 MBE Bonus Points

Applicant MBE Plan Proposed subcontracting Percentage: _____

Applicant MBE Points: _____

HOME Choice

Transition Coordinator Manual

DRAFT

Helping Ohioans Move, Expanding Choice



Ohio Department of Medicaid

TABLE OF CONTENTS

Introduction.....	3
Who's Who in the HOME Choice Program.....	4
Discharge Planning & Transition Team Overview.....	5
Program Flow Chart.....	6
Transition Coordinator (TC) Responsibilities Pre-Transition.....	7
Transition Coordinator (TC) Responsibilities Discharge.....	10
Transition Coordinator (TC) Responsibilities Post-Transition.....	13
Website Information	13

Introduction

HOME Choice was Ohio's very successful "**Money Follows the Person**" (MFP) federal program/grant that was established under the Deficit Reduction Act of 2005 and was expanded under the Affordable Care Act of 2010. **HOME Choice** is an acronym for: "Helping Ohioans Move, Expanding Choice." In 2008, Ohio was a recipient of this grant and implemented the transition program in the fall of that year. **Enrollment in the grant ended 12/31/18**, but the program will continue as a state-funded program due to its significant success. HOME Choice is not a waiver program.

Our Vision:

Ohioans who need long-term services and support will get the services and supports they need in a timely and cost-effective manner, in settings they want, from whom they want, and if needs change, services and supports change accordingly.

Our Mission:

To transition individuals from nursing facilities (NF) or hospitals who want to live in the community and create balance to long-term services and support system to a person-centered, needs-based system that offers choice of where individuals live and receive high-quality services and supports.

HOME Choice Eligibility Criteria for Individuals:

- Be currently approved for Medicaid
- Have continuously resided in an institutional setting for a period of not less than ninety consecutive days
- Be age 18 or older
- Participate in needs assessment
- Have enough income or means to sustain community living at the time of application
- Demonstrate a need for the program
- Agree to move to an acceptable community setting
- Agree to the participant responsibilities outlined on the HOME Choice application
- Have health care needs that can be safely met in the community
- Have not transitioned through the HOME Choice program after July 1, 2019
- Not be a foster child
- Not be eligible for both targeted case management and community transition services
- Be legally permitted to leave the institution and relocate to a community setting

The purpose of this manual is to provide the tools, resources and expectations for HOME Choice Transition Coordinators that will enable and empower you to provide value added services to Ohioans.

WHO'S WHO IN THE HOME CHOICE PROGRAM

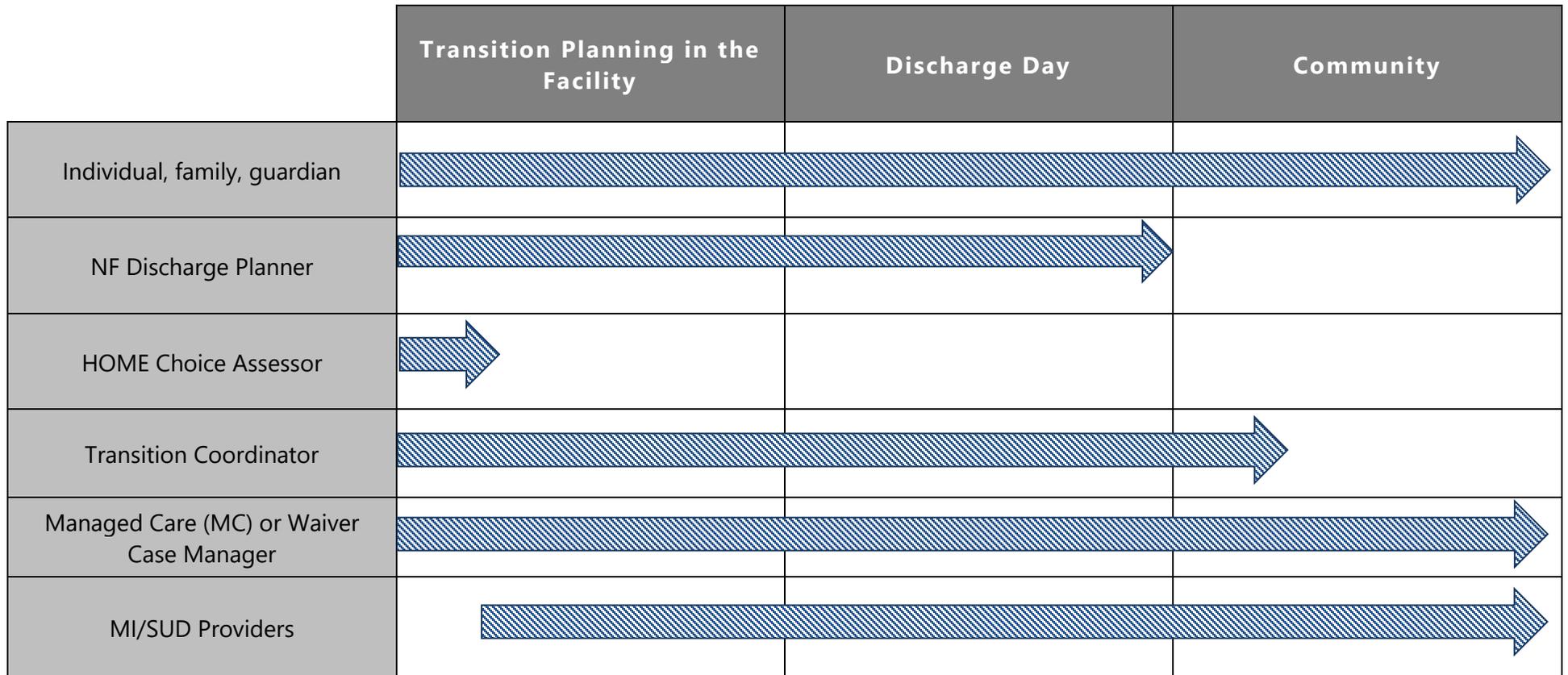
Below is a list of some of the team members Transition Coordinators collaborate with to transition individuals into the community.

HOME Choice Operations: Ohio Department of Medicaid's administrative bureau that manages the HOME Choice Program.

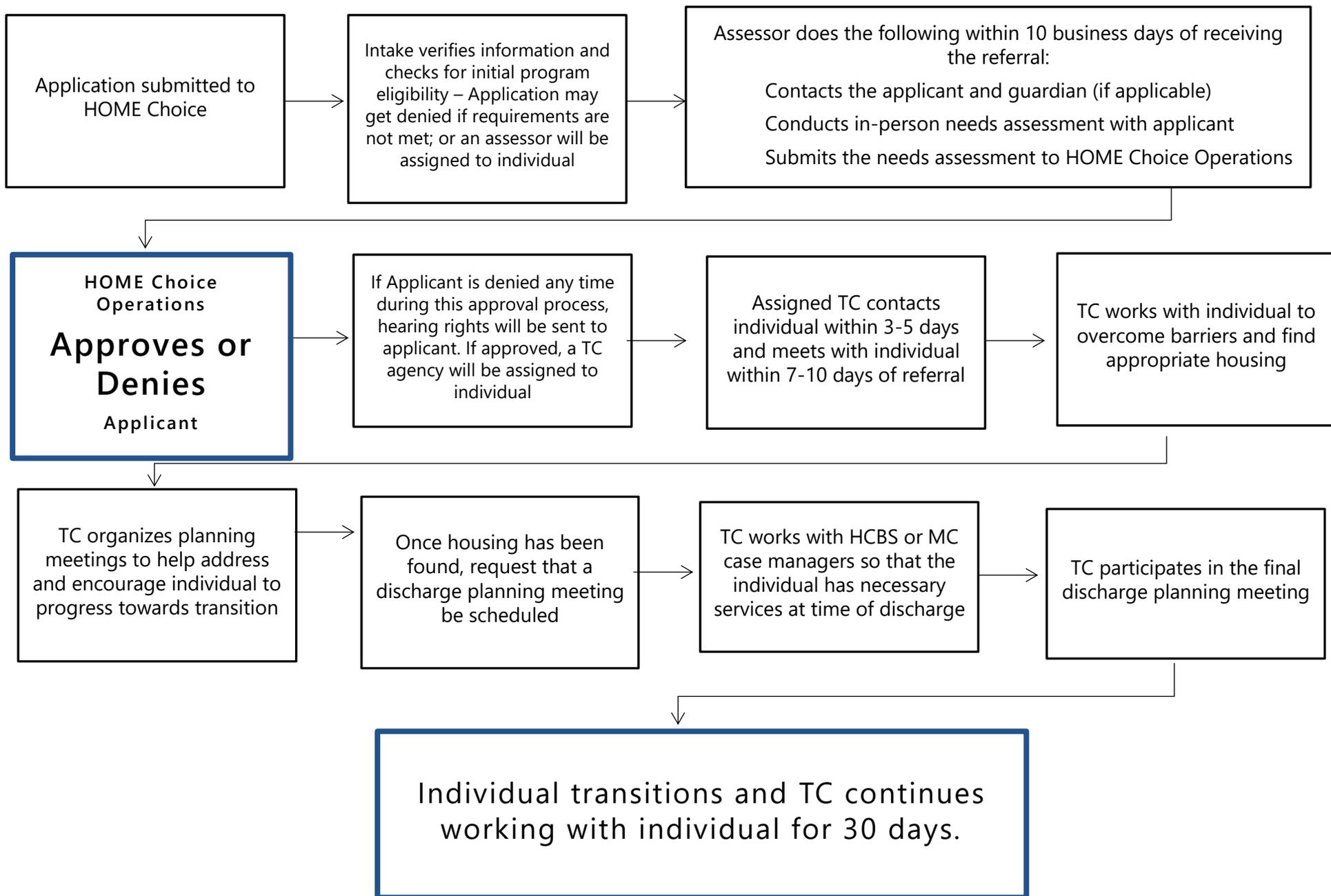
- **HOME Choice Bureau Chief:** Responsible for the overall management of the HOME Choice program.
- **Intake:** Processes applications and responds to questions regarding their status; updates contact information and provides customer service support. Applications are submitted to the HOME Choice Mailbox HOME_Choice@medicaid.ohio.gov, by fax 614-360-3549, or submitted online.
- **Community Living Administrators (CLAs):** Point of contact for transition coordinator and individual. Questions regarding a specific case should be addressed with the appropriate CLA via the HOME Choice web application.
- **Contract Manager:** Provides technical assistance and education, coordinates the HOME Choice training sessions and is responsible for all provider billing/payment issues.

Discharge Planning & Transition Team Overview

The chart below represents a high-level overview of when providers start participating in the discharge and transition process for an individual. It demonstrates the need for communication and collaboration among all members of the team, including the individual and their support network. There are a lot of players, but there is one collective goal: to assist an individual to be as successful as possible throughout the transition process and while in the community. It is important that the Team work together to identify goals, outcomes and timelines for transition and if needs change, services and supports change accordingly.



PROGRAM FLOW CHART



TC Responsibilities Pre-Transition

1. **Contact the applicant and/or guardian by phone within 3-5 business days of referral.**
2. **Complete the initial in-person meeting with the applicant and/or guardian within 7-10 business days of referral.**
3. **Before the in-person meeting, review the application and needs assessment. Gather appropriate community resources to share with individual.**
4. **At the in-person meeting, develop a helping relationship with individual by outlining your role to the individual and obtain a good understanding of the individual's current and future needs.**
 - Health and recovery status – What caused current admission? What is the tentative discharge date? What recovery is necessary for discharge?
 - Informal support system – What family and friends are involved with the individual? Are there dependents?
 - Income – What is the amount and source of income? Does the individual have any outstanding debt? Will benefits need to be coordinated?
 - Housing Status – Does individual have a home? Do they need assistance finding a home? Do they have an eviction history? Do they have a criminal history that needs to be considered in finding housing?
 - Community Needs – Does the individual have community mental health needs? Does the individual have community addiction service needs? Are there other assistance needs?
 - Transition Plan – Develop priorities, individual's goals, and a tentative schedule with the individual. Regular contact is required. Provide individual with TC contact information and update CLA on outcome of this initial meeting and all other communications with individual.

5. Development of a Transition budget and a Community budget.

A top priority after the initial in-person meeting is the development of a **transition budget**. The **transition budget** considers what expenses will be paid with the community transition service (CTS) funds and what can be explored with community-based and charitable resources. Careful planning and consideration of the use of these funds is critical and cannot exceed \$2000. CTS funds are goods, and services for addressing identified needs for the individual that will improve or maintain the individual's opportunities for inclusion in the community and increase their chance of sustainability in the community. Take into consideration the appropriateness and availability of lower cost alternatives for needed items. Careful planning for the use of these funds is critical. Although each HOME Choice individual has up to \$2000 to use, not all individuals will or should use all the funds. **The funds are to be used ONLY for those items that are needed to get the individual settled in the community and for which other community resources are not available. Please refer to the Community Transition service rule 5160-44-08.**

TC's will not receive any additional payment that may be referenced in this rule as TC's will be paid for their time via this contract.

TC Responsibilities Pre-Transition (continued)

The TC is ultimately responsible for this service; however, **all CTS fund requests for non-waiver individuals must be submitted to the CLA for approval before purchase and by the waiver case manager for approval before purchase if the individual will have waiver services at discharge.** For individuals not on a waiver, funds will be reimbursed monthly. For individuals on a waiver, funds will be reimbursed after an individual has discharged from the facility. Copies of receipts will be necessary for payment. If the individual may be eligible for Recovery Requires a Community funding, assist individual with application forms. If individual is awarded Recovery Requires a Community funding, consider what expenses will be paid with those funds. The TC will distribute funds as awarded by Recovery Requires a Community and will be reimbursed by the Ohio Department of Mental Health and Addiction Services' contracted fiscal management service once all required documentation is submitted by the TC.

The transition budget should include the following items:

- Security Deposit and rental expenses required to secure lease
- Rental application fees
- Debt Repair
- Bank account fees
- Birth certificate, State ID, Social Security card (if needed)
- Household items
- Start-up Groceries
- Furniture
- Utility deposits and installation fees
- Transportation needs of individual

INDIVIDUALS CANNOT RECEIVE FUNDS DIRECTLY OR IN THE FORM OF GIFT CARDS.

The TC should not begin shopping for furnishings and supplies until a discharge date is set and is within about three weeks' time. Startup groceries and perishables may need to be purchased on the day of discharge. Funds must be used no later than the first 30 days in community.

WHAT DO YOU DO IF THE INDIVIDUAL NEVER TRANSITIONS AND YOU HAVE MADE PURCHASES?

If you have made purchases for the individual using the CTS funds, it is the TC's responsibility to return items for refunds and to credit those items back to ODM. If you have paid for services such as application fees or security deposits, it is the TC's responsibility to ask for refunds and credit those refunds back to ODM.

PAYMENT REQUEST FORM

Once ODM approves the expenses and after purchases are made, this form will be available in the web application for the TC agency to seek reimbursement for expenses paid or items purchased on behalf of the individual. *The TC will complete this form and submit with copies of receipts monthly.*

TC Responsibilities Pre-Transition (continued)

The **community budget** includes realistic estimates of monthly expenses and income. Consider the following as you work with the individual on their community budget:

- Can they manage their own money management needs? Will informal assistance or a payee be necessary? If a payee is needed, what will be the monthly fee?
- How much rent can they realistically afford? (Rent should be no more than 1/3 of their monthly income)
- How much can they afford to pay towards utilities? Will utility assistance programs be necessary?
- What are the expected monthly expenses for medications and doctor visits?
- What are the expected monthly transportation expenses? Bus passes, taxis?
- What is their grocery and food budget?
- What will be their personal care budget?

6. Housing Responsibilities

Individual's housing assistance needs varies greatly. Some individuals are independent and capable of locating and evaluating housing options with little TC assistance and other individuals require assistance every step of the way. It is the TC's responsibility to assess the level of housing assistance required by the individual and provide the necessary assistance. The TC will provide some or all of the following tasks associated with housing assistance:

- Provide list of housing options considering individual's income, location, and accessibility requirements
- Provide guidance on housing options when there is a history of eviction or a criminal background
- Assist with the completion of housing applications
- Link individuals to and provide application support to rental assistance programs
- Assist in contacting properties/property managers
- Accompany the individual to view housing, when needed
- Arrange transportation to potential housing options
- Verify that housing meets the Home and Community-Based (HCBS) settings rule

Once the individual decides on housing, it is the TC's responsibility for the following tasks:

- Assist the individual with applications and fees
- If approved, place a security deposit on the residence
- Visit and inspect the residence before moving day making sure it is accessible and meets the individual's needs
- Notify the CLA that housing is found and submit the HCBS settings form within the HOME Choice web application

7. Documentation Responsibilities

All contacts with the individual or with other parties on the individual's behalf to inform and monitor transition activities must be documented in the case notes section of the web application. Notes should include specific description and details of the tasks performed or not performed. TC documentation must include time spent on tasks performed and progress updates to the CLA and other members of the transition team at least on a monthly basis.

TC Responsibilities Pre-Transition (continued)

8. On-Going Transition Planning Responsibilities

The TC needs to be in constant communication with all members of the individual's transition planning team in order to keep all team members current on the various aspects of the discharge plan. The transition team may include the individual's guardian, involved family members, the NF social worker or discharge planner, MyCare care manager, Medicaid managed care plan, waiver case manager, and other professionals or lay persons important for the individual's needs. Multiple discharge planning meetings may be needed to optimize coordination and collaboration with the TC and the team. The entire team needs to be current on the anticipated discharge date, Medicaid status, waiver status, income status, employment assistance, individual's therapy and health status, and housing status. Record at least **monthly updates** in the notes section of the HOME Choice web application regarding the status of the discharge planning for everyone the transition coordinator is working with.

TC Responsibilities Discharge

The final discharge planning begins when the individual has secured housing, or the NF is insisting on a more immediate discharge date due to notification from a managed care or MyCare plan. A discharge planning meeting or several discharge planning meetings with the team should be requested to discuss the dates and task assignments. The discharge planning team will include all the people who were included in the on-going discharge planning meetings. The NF social worker/discharge planner is responsible for discharge planning and should be arranging the meetings held at the facility for easy access to the individual. This coordination and collaboration will help ensure the individual has a smooth transition.

WHAT TO DO IF INDIVIDUAL IS GIVEN A 30 DAY NOTICE OR LESS

From time to time a HOME Choice individual is given notice to vacate the nursing home prior to the completion of the discharge planning process. When this happens, the first step is to determine what is the cause for the notice. This will help determine how to proceed. Below are suggested actions that can be taken.

- Contact the CLA and the waiver or managed care case manager immediately to make them aware of the situation
- Engage the support of the local Long-term Care Ombudsman, if appropriate
- Assist the individual with rejecting the proposed discharge date with the NF administration in order to appeal the notice, if applicable
- Request NF social worker or discharge planner negotiate an extension with the managed care organization
- Make the case a top priority and creatively explore alternative options to discharge the individual in the safest manner possible.

TC Responsibilities Discharge (continued)

9. Request and participate in final discharge meeting:

The focus of the final discharge meeting shifts to ensure all community-based services will be in place on the day of discharge. Many of the tasks and responsibilities are the NF social worker/discharge planner, but all tasks should be discussed to ensure consensus on the task assignments.

Examples of tasks include:

- Coordination of SSI and SSDI checks sent to new address
- If there is a payee, seek new community-based payee
- Status of home and community-based services by ensuring the managed care manager or waiver case manager is coordinating services for the discharge, if appropriate
- Utility assistance (HEAP, PIPP, etc.)
- Community physician located, and appointment made
- Assistance with setting up a bank account
- Assistance with choosing a managed care plan, if appropriate
- Assistance with linkage to behavioral health agency
- Confirmation of medications that individual is being discharged with and ensure there are prescriptions available in the community
- Assistive medical/durable equipment is available upon discharge
- Discharge transportation is confirmed
- Housing items have been purchased (bed, furniture, household goods), delivery and set up arranged and TC will be with the individual on move in day, as needed
- Discuss the completion of the 9401 form that must be completed by the NF discharge planner on the day of or day after discharge.

If it is determined that needed services cannot be put in place in time for discharge, the team might explore the option of delaying the discharge date.

10. Day of Discharge

The day of discharge is a celebratory occasion for the individual. It is exciting to leave the facility, see a new home, and transition back into the community. However, it can be an uneasy time as well. Leaving the security of a nursing facility or other institution and dealing with the issues and isolation with living independently can cause anxiety. The completion of the following tasks lessens the stress associated with returning to the community:

- Accompany the individual to their home, if appropriate
- Purchase start-up groceries and household items
- Set up all furniture in the home
- Assist individual with unpacking and settling into their new home
- Obtain medication from the nursing facility
- Confirm individual has access to a working phone
- Confirm the change of address has been made at the local county JFS, SSA office, and post office
- Supply individual with your contact information and confirm they have contact information for their managed care or waiver case manager

TC Responsibilities Discharge (continued)

11. Pre-Transition Termination:

If an individual has a change in status, the CLA must be notified as soon as there is knowledge of a change in the individual's situation that negatively impacts their ability to participate in HOME Choice. The TC will collaborate with the CLA to decide to pre-transition terminate the individual. Reasons for this action are found below:

- Too physically ill
- Hospitalized
- Change in functional status requiring rehab
- Health and safety concerns pertaining to cognitive status
- Loss of Medicaid
- Guardian refused participation
- Individual changed their mind
- Discharged after needs assessment without HOME Choice assistance
- Individual would not cooperate
- Individual did not choose an acceptable community setting
- Could not secure affordable housing
- Could not locate appropriate housing arrangements
- Death

12. Putting an Individual on Hold

There may be many different reasons that an individual should be put on hold. For example, if a person is hospitalized for an extended period of time, the TC must alert the CLA, so the individual can be put on hold. Once the individual is released from the hospital and back in the facility, the TC may contact the CLA to reactivate the individual's record.

If at any time the TC has spent 80 hours working with the individual or 90 days with the individual, the TC must consult with the CLA as to when the individual will likely be ready for transition. The CLA can put the individual on hold until such time the individual is ready to be actively participating in transition activities.

TC Responsibilities Post-Transition

The transition coordinator continues to be involved with the individual 30 days post-transition and is responsible to assist with any transitional activities that have not been resolved. This continued involvement is to identify need and resolve them to avoid re-institutionalization. Below is a list of items that often require further follow up:

- Coordinate with CLA to ensure NF submitted a 9401 at discharge
- Provide any follow up to any outstanding issues identified during the discharge meeting
- Are their checks coming to their new residence or bank?
- Have prescriptions been filled by community pharmacy?
- Is the individual or payee been paying their bills on time
- Revisit the community budget with individual
- Ensure waiver or home health services have been initiated, as appropriate
- Linkages were made to community mental health or addiction service, as appropriate
- Is the individual adjusting emotionally to the transition/move?
- Report any and all incidents to the case manager
- Maintain contact via the web application with the CLA

13. TC responsibilities end at 30 days:

The TC's role with the individual ends when the individual has completed 30 days in the community. The TC is responsible for making the individual aware that their involvement is over and who to call in the future (case manager) when issues arise. It is recommended that the TC and the individual's case manager meet with the individual together prior to the 30th day. The purpose of the visit is to discuss any ongoing issues that the case manager will be responsible for follow up. Though the TC role is completed at 30 days, if at any time during this period, the individual needs assistance from the TC, the CLA can request the TC to step in and provide further assistance. Once the individual has transitioned and is settled in their home, the final responsibilities include the following:

- Within 14 calendar days, the TC must visit the individual in-person to determine if you can assist the individual with any other needs.
- Within 30 calendar days, make the final purchases that individual needs to be successful in the community.
- Transfer all pertinent information about the individual to the Waiver Case Manager, MyCare or Managed Care Case Manager.
- Submit the final transition form to the CLA within the HOME Choice web application by the 24th calendar day after the individual transitions to the community.

Website Information

<http://medicaid.ohio.gov/FOROHIOANS/Programs/HomeChoice.aspx>