

# REQUEST FOR PROPOSALS

RFP NUMBER: 0A1116  
DATE ISSUED: July 3, 2013

The State of Ohio, through the Department of Administrative Services, Office of Information Technology, for the Ohio Department of Medicaid is requesting proposals for a:

## ODM MITA Assessment

INQUIRY PERIOD BEGINS: July 3, 2013  
INQUIRY PERIOD ENDS: July 25, 2013  
OPENING DATE: July 31, 2013  
OPENING TIME: 1:00 P.M.  
OPENING LOCATION: Department of Administrative Services  
IT Procurement Services  
Bid Room  
4200 Surface Road  
Columbus, Ohio 43228

This RFP consists of five parts and 10 attachments, totaling 73 consecutively numbered pages. Supplements also are attached to this RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Medicaid (ODM) has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for a contractor to evaluate the State’s level of compliance with the Centers for Medicare and Medicaid Services (CMS) “Seven Conditions and Standards” (the “Work”), and this RFP is the result of that request. This evaluation, referred to as the State Self-Assessment, or SS-A, will determine if ODM meets requirements necessary to be eligible for enhanced Federal match funding. The State is seeking a Contractor to provide expert assistance including, but not limited to, the production of documents and the creation, improvement or support of business processes, including technologies, that align with CMS’s requirements for the seven conditions and standards and the Medicaid Information Technology Architecture (MITA) framework.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the Department of Administrative Services, may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2015, whichever is sooner. The State may renew this Contract for up to two additional one-year term(s), subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Ohio Department of Medicaid (ODM).

**The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Work or the terms and conditions in this RFP.**

**Background.** On April 14, 2011, CMS issued seven conditions and standards that must be met by states in order for state Medicaid technology investments to be eligible for enhanced Federal match funding. These conditions and standards include a requirement that state Medicaid agencies evaluate Medicaid business, information and technical architectures to determine the state’s level of compliance with CMS MITA requirements. States must establish targets for future capabilities that will advance the state to higher levels along the MITA 3.0 maturity curve and each of the other six conditions and standards.

The CMS seven conditions and standards focus attention on key elements of development and deployment to improve the likelihood of successful system implementation and operation of business processes and technologies. The goal is to build a common framework for the Medicaid Enterprise to plan, architect, engineer and implement business requirements to support improved administration of the Medicaid program. By doing so, Medicaid business processes and information systems become more stable and uniform, with the intent of supporting more efficient, cost-effective, and modern processes and systems. As more states comply with these conditions and standards, there is an increasing likelihood that they will be able to share business processes and technology and thereby achieve the MITA vision. Additional information on the seven conditions and standards is found at:

<http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

States are required to bring Medicaid information systems currently in operation into full compliance with the seven conditions and standards as soon as possible according to a roadmap that supports federal

and state initiatives. The development activities required to bring these systems into compliance qualifies for enhanced Federal funding.

Every new Medicaid management information system (MMIS), eligibility and enrollment system, health insurance exchange (HIX), and health information exchange (HIE) must comply with the seven conditions and standards upon start of operations in order to qualify for enhanced Federal funding.

A short synopsis of the seven conditions and standards follows:

- 1 **Modularity Standard** – States must use a modular, flexible approach to systems development, including the use of open interfaces and exposed application programming interfaces (APIs); the separation of business rules from core programming; and the availability of business rules in both human and machine-readable formats. The States commit to formal system development methodologies and open, reusable system architectures.
- 2 **MITA Condition** – States must align to and advance increasingly in MITA maturity for business, architecture, and data.
- 3 **Industry Standards Condition** – States must align with and incorporate industry standards: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security, privacy, and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and compliance with Federal Civil Rights laws; standards adopted by the Secretary under section 1104 of the Affordable Care Act (ACA); and standards and protocols adopted by the Secretary under section 1561 of the ACA.
- 4 **Leverage Condition** – State solutions should promote sharing, leverage, and reuse of Medicaid technologies and systems within and among States.
- 5 **Business Results Condition** – Systems should support accurate and timely processing of claims (including claims of eligibility), adjudications, and effective communications with providers, beneficiaries, and the public.
- 6 **Reporting Condition** – Solutions should produce transaction data, reports, and performance information that contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.
- 7 **Interoperability Condition** – Systems must ensure seamless coordination and integration with the Exchange (whether run by the state or federal government), and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services.

**Objectives.** The State has the following objectives it wants this Project to fulfill, and it will be the Contractor's obligation to ensure the Project meets these objectives.

Assist ODM in enhancing its ability and capacity to meet the following:

- Complete the CMS required State Self-Assessment (SS-A) and other required artifacts.
- Allow ODM to categorize business, information, and technical maturity into one of five MITA maturity levels where each higher level brings more operational effectiveness to the State Medicaid Enterprise and determine a plan for advancement.
- Conduct a gap analysis between the as-is and to-be business process and technical landscape, in order to develop a MITA roadmap proposing whether, how, and when the gaps could be closed.
- Foster integrated business and information technology transformation across ODM to improve the administration and operation of the Medicaid program.
- Provide a common framework for ODM to plan, architect, engineer, and implement new and changing business requirements and technologies.
- Drive the State's business processes and systems toward a widespread network of shared, common technology and processes that support improved administration of the Medicaid program.

**Overview of the Project's Scope of Work.** The scope of the Work is provided in Attachment Two of this RFP. This section only gives a summary of the Work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern.

ODM is seeking a contractor to assist with conducting assessments of Ohio's Medicaid business processes, including key technologies (*i.e.*, the State's Medicaid Information Technology System (MITS) along with a number of other smaller systems that are ancillary to MITS.) In addition, the contractor will work with other State vendors to assess the interfaces between current technologies and new systems that are being developed through the State's Eligibility Modernization and Health and Human Services (HHS) Statewide Data Sharing Project. The Contractor must collaborate with other State vendors to produce an overall concept of operations for the Ohio Medicaid Enterprise system.

Work performed under this Contract will further the mission and vision of the Ohio Office of Health Transformation (OHT). This office, created by Governor John Kasich in January 2011, is charged with modernizing Medicaid, streamlining health and human service programs and improving health system performance to meet the needs of all Ohioans. The Contractor must collaborate with State and vendor teams to obtain information for the assessment and to develop the corresponding roadmaps and future plans. Additional information on the Ohio OHT can be found at: [www.healthtransformation.ohio.gov/](http://www.healthtransformation.ohio.gov/).

Specifically, ODM is seeking to secure a highly qualified contractor to assist the State in:

- Completing a SS-A to determine to what extent Ohio Medicaid's current business processes are in alignment with MITA 3.0 and the CMS seven conditions and standards;
- Completing a SS-A to determine to what extent Ohio's current Medicaid information systems comply with MITA 3.0 and the CMS seven conditions and standards, including how they will interact and interoperate with Ohio's new Integrated Eligibility and HHS Business Intelligence system ("IE BI");
- Setting goals and objectives and establishing roadmaps for major improvements in current information systems that advance MITA maturity by at least one level;
- Determining how and when current information systems will achieve full MITA maturity; and
- Completing an overall MITA roadmap and a concept of operations that includes current Medicaid business processes, systems, and the IE BI.

The scope of work will include tasks and deliverables the Contractor must complete in order to assist with implementation of the solution.

Additional work for this project (e.g., additional SS-A work, etc.) may be defined using the Interval Deliverable Agreement (IDA) model. The Contractor must work with designated ODM staff, to develop deliverables for each defined interval at any time during the Contract. The deliverables will be negotiated prior to the start of each interval and will be monitored throughout the interval and the life of the Contract. The State and the Contractor will agree in writing, during the course of the Contract, to specific work assignments, sub-deliverables, due dates, Contractor staffing requirements (based on positions and associated hourly rates in the Cost Summary Rate Card), State resources and the proposed deliverable agreement for the defined interval. A deliverable or sub-deliverable may be identified as a work product or hours toward completion of a work product. The IDA documents must be developed and submitted for State approval at least 30 days prior to the interval start date. An IDA is not effective until the State (ODM and DAS) and Contractor have approved and signed the agreement. All IDA content (deliverables, including sub-deliverables, Work Breakdown Schedules (WBS) with due dates, etc.) will be amended to the Contract. IDAs are expected to be a combination of distinct projects, tasks, or reports and activities that will be consultative and billed on the basis of time and materials or as a deliverable completion as agreed to by the State and the Contractor.

**Calendar of Events.** The schedule for the RFP process and the Work is given below. The State may change this schedule at any time. If the State changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Website's question and answer area for this RFP. The Website announcement will be followed by an amendment to this RFP, also available through the State's Procurement Website. After the Proposal due date and before the award of the Contract, the

State will make schedule changes through the RFP amendment process. Additionally, the State will make changes in the Work schedule after the Contract award through the change order provisions in the General Terms and Conditions Attachment to this RFP. It is each prospective offeror's responsibility to check the Website question and answer area for this RFP for current information regarding this RFP and its Calendar of Events through award of the Contract.

**Dates:**

Firm Dates

RFP Issued:	July 3, 2013
Inquiry Period Begins:	July 3, 2013
Inquiry Period Ends:	July 25, 2013 at 8:00 a.m.
Proposal Due Date:	July 31, 2013 at 1:00 p.m.

Estimated Dates

Award Date:	September 2, 2013
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Estimated Work Dates

Work Begins:	September 16, 2013
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There are references in this RFP to the Proposal due date. Unless it is clearly provided to the contrary in this RFP, any such reference means the date and time (Columbus, Ohio local time) that the Proposals are due and not just the date.

**PART TWO: STRUCTURE OF THIS RFP**

**Organization.** This RFP is organized into five parts and has 10 attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP listed below.

**Parts:**

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

**Attachments:**

- |                  |   |
|------------------|---|
| Attachment One   | Evaluation Criteria   |
| Attachment Two   | Work Requirements and Special Provisions                                |
| Attachment Three | Requirements for Proposals  |
| Attachment Four  | General Terms and Conditions  |
| Attachment Five  | Sample Contract   |
| Attachment Six   | Offeror Certification Form  |
| Attachment Seven | Offeror Profile Summary   |
| Attachment Eight | Standard Affirmation and Disclosure Form                                |
| Attachment Nine  | Sample Deliverable Submittal and Acceptance (Deliverable Sign-Off Form) |
| Attachment Ten   | Cost Summary  |

**Supplements:**

- |                |                              |
|----------------|------------------------------|
| Supplement One | W-9 Form                     |
| Supplement Two | Business Associate Agreement |

### PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to it. All responses must be complete and in the prescribed format.

**Contacts.** The following person will represent the State during the RFP process:

Procurement Representative:

Roni Rowe  
Acquisition Analyst  
Department of Administrative Services  
Office of Information Technology  
30 E. Broad Street, 39<sup>th</sup> Floor  
Columbus, Ohio 43215

During the performance of the Work, a State representative (the "Work Representative") will represent JFS and be the primary contact for the Work. The State will designate the Work Representative after the Contract award.

**Inquiries.** Offerors may make inquiries regarding this RFP anytime during the inquiry period listed in the Calendar of Events. To make an inquiry, offerors must use the following process:

- Access the State's Procurement Website at <http://procure.ohio.gov/>;
- From the Navigation Bar on the left, select "**Find It Fast**";
- Select "Doc/Bid/Schedule #" as the Type;
- Enter the RFP number found on the first page of this RFP (the RFP number begins with zero followed by the letter "A");
- Click the "Find It Fast" button;
- On the document information page, click the "Submit Inquiry" button;
- On the document inquiry page, complete the required "Personal Information" section by providing:
  - First and last name of the prospective offeror's representative who is responsible for the inquiry,
  - Name of the prospective offeror,
  - Representative's business phone number, and
  - Representative's email address;
- Type the inquiry in the space provided including:
  - A reference to the relevant part of this RFP,
  - The heading for the provision under question, and
  - The page number of the RFP where the provision can be found; and
- Click the "Submit" button.

An offeror submitting an inquiry will receive an immediate acknowledgement that the State has received the inquiry as well as an email acknowledging receipt. The offeror will not receive a personalized response to the question nor notification when the State has answered the question.

Offerors may view inquiries and responses on the State's Procurement Website by using the "Find It Fast" feature described above and by clicking the "View Q & A" button on the document information page.

The State generally responds to all inquiries within three business days of receipt, excluding weekends and State holidays. However, the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

The State does not consider questions asked during the inquiry period through the inquiry process as exceptions to the terms and conditions of this RFP.

**Program Resource Library.** There is no specific library of documents, reports, or other information that vendors interested in this RFP should consider. However, a wide variety of information on ODM and its programs which interested vendors may find useful is available to the public via the JFS website at <http://jfs.ohio.gov>.

This RFP summarizes the major tasks and deliverables associated with the SS-A, but it does not provide all the detail and guidance required to actually complete the SS-A according to CMS requirements. Vendors are referred to the following documents for additional relevant information. The State does not present this as a comprehensive list. Vendors are responsible for identifying and obtaining any and all documentation and materials relevant to this RFP.

- **MITA 3.0:** <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Medicaid-Information-Technology-Architecture-MITA.html>. At this site, there are downloads for all parts of the MITA 3.0 framework, including the business, information, and technical architectures, the seven conditions and standards, white papers, training materials and much more. Under the MITA 3.0 downloads link is the State Self-Assessment Companion Guide, which the vendor must use as its guide to conducting assessments.
- **Seven Conditions and Standards:** These are covered in MITA 3.0 framework, but the following link provides an overview: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>
- **Integrated Eligibility and HHS Business Intelligence RFP/Contract:** Provides an overall understanding of the goals and objectives, scope, architecture, and plans for the IE and HHS Statewide Data Sharing project: <http://procure.ohio.gov/viewProcOpps.asp?opplD=9725>

**Amendments to the RFP.** If the State revises this RFP before the Proposals are due, it will announce any amendments on the State Procurement Website.

Offerors may view amendments by using the “Find It Fast” function of the State’s Procurement Webpage (described in the Inquiries Section above) and then clicking on the amendment number to display the amendment.

When an amendment to this RFP is necessary, the State may extend the Proposal due date through an announcement on the State Procurement Website. The State may issue amendment announcements anytime before 5:00 p.m. on the day before Proposals are due, and it is each prospective offeror’s responsibility to check for announcements and other current information regarding this RFP.

After the Proposal due date, the State will distribute amendments only to those offerors whose Proposals are under active consideration. When the State amends the RFP after the due date for Proposals, the State will permit offerors to withdraw their Proposals within five business days after the amendment is issued. This withdrawal option will allow any offeror to remove its Proposal from active consideration should the offeror feel that the amendment changes the nature of the transaction so much that the offeror’s Proposal is no longer in its interest. Alternatively, the State may allow offerors that have Proposals under active consideration to modify their Proposals in response to the amendment.

If the State allows offerors to modify their Proposals in response to an amendment, the State may limit the nature and scope of the modifications. Unless otherwise provided in the State’s notice, offerors must make any modifications or withdrawals in writing and submit them to the State within five business days after the amendment is issued at the address and in the same manner required for the submission of the original Proposals. If this RFP provides for a negotiation phase, this submission procedure will not apply to changes negotiated during that phase. The State may reject any modification that is broader in scope than the State has authorized in the announcement of the amendment and treat it as a withdrawal of the offeror’s Proposal.

**Proposal Submittal** - Each offeror must submit a technical section and a cost section as part of its total Proposal before the opening time on the Proposal due date. The offeror must submit the technical section as a separate package from the cost section of its Proposal, and each section must be submitted in its own separate, opaque package. The package with the technical section of the Proposal must be sealed and contain one originally signed technical section and five copies of the technical section, and the package with the cost section also must be sealed and contain three complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "ODM MITA Assessment RFP – Technical Proposal" or "ODM MITA Assessment RFP – Cost Summary," as appropriate.

Included in each sealed package, the offeror also must provide an electronic copy of everything contained within the package on CD-ROM in Microsoft Office, Microsoft Project, and Adobe Acrobat format, as appropriate. If there is a discrepancy between the hard copy and the electronic copy of the Proposal, the hard copy will control, and the State will base its evaluation of the offeror's Proposal on the hard copy.

Proposals are due no later than 1:00 p.m. on the Proposal due date. Proposals submitted by email, fax, or other electronic means are not acceptable, and the State may reject them. Offerors must submit their Proposals to:

Department of Administrative Services  
IT Procurement Services  
Attn: Bid Room  
4200 Surface Road  
Columbus, Ohio 43228

The State may reject any Proposals or unsolicited modifications it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. Offerors also must allow for potential delays due to increased security. The Bid Room accepts packages between the hours of 7:30 A.M. to 5:00 P.M. Monday through Friday, excluding State Holidays. No deliveries will be accepted before or after these hours without prior arrangements. Offerors must allow sufficient time since the State may reject late Proposals regardless of the cause for the delay.

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered or withdrawn, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges it has read this RFP, understands it, and agrees to be bound by its requirements. The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source other than the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the State from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery (a "Finding"), if the Finding is unresolved at the time of the award. This also applies to renewals of contracts. By submitting a Proposal, the offeror warrants it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. Additionally, the offeror warrants it will notify the Department of Administrative Services in writing immediately upon becoming subject to such an unresolved Finding after submitting its Proposal and before the award of a Contract under this RFP. Should the State select the offeror's Proposal for award of a Contract, this warranty of immediate written notice will apply during the term of the Contract, including any renewals or extensions. Further, the State may treat any unresolved Finding against the Contractor that prevents a renewal of the Contract as a breach, in accordance with the provisions of Attachment Four, General Terms and Conditions.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, includes unacceptable assumptions or conditions in its Proposal, fails to comply with the procedure for participating in the RFP process, or fails to meet any requirement of this RFP. The State also may reject any Proposal it believes is not in its interest to accept and may decide not to award a contract to any or all of the offerors responding to this RFP.

Offerors may not prepare or modify their Proposals on State premises.

All Proposals and other material offerors submit will become the property of the State and may be returned only at the State's option. Offerors should not include any confidential information in a Proposal or other material submitted as part of the evaluation process. All Proposals will be open to the public after the State has awarded the Contract.

The State will retain all Proposals, or a copy of them, as part of the Contract file for at least three years. After the three-year retention period, the State may return, destroy, or otherwise dispose of the Proposals and any copies of them.

**Waiver of Defects.** The State may waive any defects in any Proposal or in the submission process followed by an offeror, but the State will only do so if it believes it is in the State's interest and will not cause any material unfairness to other offerors.

**Joint Proposals.** The State will not accept joint or collaborative Proposals that require the State to contract with more than one offeror. However, the State does expect to contract with one offeror to be the Prime Contractor that may partner with other vendors, if needed, to provide a fully functioning system.

**Multiple or Alternate Proposals.** The State will not accept multiple Proposals from a single offeror or any alternative solutions or options to the requirements of this RFP. Additionally, any offeror that disregards a requirement in this RFP simply by proposing an alternative to it will have submitted a defective Proposal the State may reject. Further, any offeror that submits multiple Proposals may have all its Proposals rejected.

**Changes to Proposals.** The State will allow modifications or withdrawals of Proposals only if the State receives them before the Proposal due date. No modifications or withdrawals will be permitted after the due date, except as authorized by this RFP.

**Proposal Instructions.** Each Proposal must use the provided forms for the Technical Proposal and Cost Proposal and be organized in an indexed binder. The Cost Proposal must use the Cost Proposal form and be placed in a separate binder and submitted separately from the Technical Proposal. The requirements for a Proposal's contents and formatting are contained in the attachments to this RFP. The State wants clear and concise Proposals, but offerors must answer questions completely and meet all the RFP's requirements including the use of the required forms.

The State is not liable for any costs an offeror incurs in responding to this RFP or from participating in the evaluation process, regardless of whether the State awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or through another RFP.

To ensure that each Proposal addresses the required Scope of Work (Attachment Two), required sections of the Proposal Format (Attachment Three) and Terms and Conditions (Attachment Four), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP. Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use typefaces, styles or shaded backgrounds, so long as the use of these formats are consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

## PART FOUR: EVALUATION OF PROPOSALS

**Evaluation of Proposals Generally.** The evaluation process may consist of up to six distinct phases:

1. Initial review;
2. Technical evaluation;
3. Cost evaluation;
4. Requests for more information;
5. Determination of responsibility; and
6. Contract Negotiations.

The State may decide whether phases four and six are necessary, and the State may rearrange the order in which it proceeds with the phases. The State also may add or remove sub-phases to any phase at any time, if the State believes doing so will improve the evaluation process.

**Initial Review.** The State will review all Proposals for their format and completeness. The State normally rejects incomplete or incorrectly formatted Proposals, though it may waive any defects or allow an offeror to submit a correction, if the State believes doing so would not result in an unfair advantage for the offeror and it is in the State's interest. Further, if the Auditor of State does not certify a Proposal due to lateness, the State will not open it. After the initial review, the State will forward all timely, complete, and properly formatted Proposals to an evaluation team, which the Procurement Representative will lead.

**Disclosure of Proposal Contents.** The State will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the State will seek to keep the contents of all Proposals confidential until the Contract is awarded. But the State will prepare a registry of Proposals that contains the name of each offeror. The public may inspect that registry after the State opens the Proposals.

**Request for Clarifications and Corrections.** During the evaluation process, in the State's sole discretion, it may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal, if the State believes doing so would not result in an unfair advantage for the offeror, and it is in the State's interest. The State may reject any clarification that is non-responsive or broader in scope than what the State requested. If the State does so, or if the offeror fails to respond to the request for clarification, the State then may request a corrected clarification, consider the offeror's Proposal without the clarification, or disqualify the offeror's Proposal.

Corrections and clarifications must be completed off State premises.

**Rejection of Proposals.** The State may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, objects to the terms or conditions of this RFP, or that the State determines is excessive in price or otherwise not in the State's interest to accept. In addition, the State may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

**Technical Evaluation.** The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted unless the Proposal is rejected. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One. Other attachments to this RFP may further refine these requirements, and the State has a right to break these requirements into components and weight any components of a requirement according to their perceived importance.

The State also may have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with experience that relates to the Work or to a criterion in the evaluation process. Additionally, the State may seek reviews from end users of the Work or the advice or evaluations of various State personnel with subject matter expertise or an interest in the Work. The State may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the State believes is appropriate.

During the technical evaluation, the State will calculate a point total for each Proposal it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeros for sections in the technical portions of the evaluation. The State may select those offerors submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the State's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase.

At any time during this phase, in the State's sole discretion, it may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The State will document all major decisions and make these a part of the Contract file, along with the evaluation results for each Proposal considered.

**Requirements.** Attachment One provides requirements the State will use to evaluate the Proposals, including any mandatory requirements. If the offeror's Proposal meets all the mandatory requirements, the offeror's Proposal may be included in the next phase of the evaluation, which will consider other requirements described in a table in Attachment One.

In the case of any requirements for a team of people the offeror is proposing, the offeror must submit a team to do the Work that collectively meets all the team requirements. But the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for a Project Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Work team must meet at least one of the requirements.

This RFP asks for responses and submissions from offerors, most of which represent components of the requirements in Attachment One. While each requirement represents only a part of the total basis for a decision to award the Contract to an offeror, a failure by an offeror to make a required submission or meet a mandatory requirement normally will result in a rejection of that offeror's Proposal. The value assigned above to each requirement is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that the State received. It is not a basis for determining the importance of meeting that requirement.

If the State does not receive any Proposal that meets all the mandatory requirements, the State may cancel this RFP. Alternatively, if the State believes it is in its interest, the State may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the State may consider one or more of the highest-ranking Proposals. The State may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement the State believes is critical to the success of the RFP's objectives. When this is so, the State may reject that Proposal and consider lower ranking Proposals. Before doing so, the State may notify the offeror of the situation and allow the offeror an opportunity to cure its failure to meet that mandatory requirement.

If the offeror cures its failure to meet a mandatory requirement the State has deemed critical to the success of the RFP's objectives, the State may continue to consider the offeror's Proposal. However, if the offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The State then may continue to consider the other remaining Proposals, including, if the State so chooses, Proposals ranked lower than the rejected Proposal.

**Cost Evaluation.** Once the technical merits of the Proposals are considered, the State may consider the costs of one or more of the highest-ranking Proposals. But it is within the State's discretion to wait until after any interviews, presentations, and demonstrations to evaluate costs. Also, before evaluating the technical merits of the Proposals, the State may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. Further, the State may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

The State may select one or more of the Proposals for further consideration in the next phase of the evaluation process based on the price performance formula contained in Attachment One. The Proposal(s) selected for consideration in the next phase always will be the highest-ranking Proposal(s) based on this analysis. That is, the State may not move a lower-ranking Proposal to the next phase unless all Proposals that rank above it also are moved to the next phase, excluding any Proposals the State disqualifies because of excessive cost or other irregularities.

If the State finds it should give one or more of the highest-ranking Proposals further consideration, the State may move the selected Proposals to the next phase. The State alternatively may choose to bypass any or all subsequent phases and make an award based solely on its scoring of the preceding phases, subject only to its review of the highest-ranking offeror's responsibility, as described below.

**Requests for More Information.** The State may require some offerors to interview, make a presentation about their Proposals, or demonstrate their products or services. If the presentations, demonstrations, or interviews are held as part of the technical evaluation phase, all offerors that have Proposals under evaluation may participate. Alternatively, if the presentations, demonstrations, or interviews are held after the technical evaluation, the State normally will limit them to one or more of the highest ranking offerors. The State normally will limit such presentations, demonstrations, and interviews to areas in which it seeks further information from the highest ranking offeror or offerors. Typically, these discussions provide an offeror with an opportunity to do one or more of the following:

- Clarify its Proposal and ensure a mutual understanding of the Proposal's content;
- Showcase its approach to the Work; and
- Demonstrate the professionalism, qualifications, skills, and work knowledge of its proposed candidates.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews and may record them. If the State moves more than one offeror to this phase, the scope and format of these presentations, demonstrations, and interviews may vary from one offeror to the next, depending on the particular issues or concerns the State may have with each offeror's Proposal.

The State normally will not rank interviews, demonstrations, and presentations. Rather, if the State conducts the interviews, demonstrations, or presentations as part of the technical evaluation, the State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews only for one or more of the top-ranking offerors after the evaluation phase, the State may decide to revise its existing Proposal evaluations based on the results of this process.

The offeror's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by the State. The key personnel identified in the offeror's proposal must participate in any and all oral presentations, site visits and final offers.

**Determination of Responsibility.** The State may review the background of one or more of the highest-ranking offerors and its or their key team members and subcontractors to ensure their responsibility. For purposes of this RFP, a key team member is a person an offeror identifies by name in its Proposal as a member of its proposed team. The State will not award the Contract to an offeror it determines is not responsible or that has proposed candidates or subcontractors to do the Work that are not responsible. The State's determination of an offeror's responsibility may include the following factors: experience of the offeror and its key team members and subcontractors, its and their past conduct on previous contracts, past performance on previous contracts, ability to execute this Contract properly, and management skill. The State may make this determination of responsibility based on the offeror's Proposal, reference evaluations, a review of the offeror's financial ability, and any other information the State requests or determines is relevant.

Some of the factors used in determining an offeror's responsibility, such as reference checks, may also be used in the technical evaluation of Proposals in phase two of the evaluation process. In evaluating those factors in phase two, the weight the State assigns to them, if any, for purposes of the technical evaluation will not preclude the State from rejecting a Proposal based on a determination that an offeror is not responsible. For example, if the offeror's financial ability is adequate, the value, if any, assigned to the offeror's relative financial ability in relation to other offerors in the technical evaluation phase may or may not be significant, depending on the nature of the Work. If the State believes the offeror's financial ability is inadequate, the State may reject the offeror's Proposal despite its other merits.

The State may make a responsibility determination at any time during the evaluation process, but it typically will do so only once it has evaluated the technical merits and costs of the Proposals. The State always will review the responsibility of an offeror selected for an award before making the award, if it has not already done so earlier in the evaluation process. If the State determines the offeror selected for award is not responsible, the State then may go down the line of remaining offerors, according to rank, and determine responsibility with the next highest-ranking offeror.

**Reference Checks.** As part of the State's determination of an offeror's responsibility, the State may conduct reference checks to verify and validate the offeror's and its proposed candidates' and subcontractors' past performance. Reference checks that indicate poor or failed performance by the offeror or a proposed candidate or subcontractor may be cause for rejection of the offeror's Proposal. Additionally, the State may reject an offeror's Proposal as non-responsive if the offeror fails to provide requested reference contact information.

The State may consider the quality of an offeror's and its candidates' and subcontractors' references as part of the technical evaluation phase, as well as in the State's determination of the offeror's responsibility. The State also may consider the information it receives from the references in weighing any requirement contained in the technical evaluation phase, if that information is relevant to the requirement. In checking an offeror's or any of its proposed candidates' or subcontractors' references, the State will seek information that relates to the offeror's previous contract performance. This may include performance with other governmental entities, as well as any other information the State deems important for the successful operation and management of the Work and a positive working relationship between the State and the offeror. In doing this, the State may check references other than those provided in the offeror's Proposal. The State also may use information from other sources, such as third-party reporting agencies.

**Financial Ability.** Part of State's determination of an offeror's responsibility may include the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors in their Proposals, but if this RFP does not make this an express requirement, the State still may insist an offeror submit audited financial statements for up to the past three years, if the State is concerned an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information this RFP requires as part of the offeror's Proposal, such as credit reports from third-party reporting agencies.

**Contract Negotiations.** The final phase of the evaluation process may be contract negotiations. It is entirely within the discretion of the State whether to permit negotiations. An offeror must not submit a Proposal assuming there will be an opportunity to negotiate any aspect of the Proposal, and any Proposal that is contingent on the State negotiating with the offeror may be rejected. The State is free to limit negotiations to particular aspects of any Proposal or the RFP, to limit the offerors with whom the State negotiates, and to dispense with negotiations entirely. If negotiations are held, they will be scheduled at the convenience of the State, and the selected offeror or offerors must negotiate in good faith.

The State may limit negotiations to specific aspects of the RFP or the offeror's Proposal. Should the evaluation result in a top-ranked Proposal, the State may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the State then may go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.

If the State decides to negotiate simultaneously with more than one offeror, or decides negotiations with the top-ranked offeror are not satisfactory and therefore negotiates with one or more of the lower-ranking offerors, the State then will determine if an adjustment in the ranking of the offerors with which it held negotiations is appropriate based on the negotiations. The Contract award, if any, then will be based on the final ranking of offerors, as adjusted.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the offeror as described below.

Following negotiations, the State may set a date and time for the offeror(s) with which the State conducted negotiations to submit a best and final Proposal. If negotiations were limited and all changes were reduced to signed writings during negotiations, the State need not require a best and final Proposal.

If best and final Proposals are required, they may be submitted only once, unless the State determines it is in the State's interest to conduct additional negotiations. In such cases, the State may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an offeror does not submit a best and final Proposal, the State will treat that offeror's previous Proposal as its best and final Proposal.

The State usually will not rank negotiations and normally will hold them only to correct deficiencies in or enhance the value of the highest-ranked offeror's Proposal.

From the opening of the Proposals to the award of the Contract, everyone evaluating Proposals on behalf of the State will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. The State also will seek to keep this information away from other offerors, and the State may not tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any offeror that seeks to gain access to the contents of another offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file, which will be available for public inspection after award of the Contract or cancellation of the RFP, provided the State does not plan to reissue the RFP. If the State plans to reissue the RFP, the Contract file will not be available until the subsequent RFP process is completed. Unless the State agrees otherwise in writing, the offeror must draft and sign the written changes and submit them to the State within five business days. If the State accepts the changes, the State will give the offeror written notice of the State's acceptance, and the negotiated changes to the successful offer will become a part of the Contract.

**Failure to Negotiate.** If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations with that offeror, remove the offeror's Proposal from further consideration, and seek such other remedies as may be available in law or in equity.

## PART FIVE: AWARD OF THE CONTRACT

**Contract Award.** The State plans to award the Contract based on the schedule in the RFP, if the State decides the Work is in its best interest and has not changed the award date.

Included with this RFP, as Attachment Five, is a sample of the Contract for the RFP. The State will issue two originals of the Contract to the Contractor proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The Contract will bind the State only when the State's duly authorized representative signs all copies and returns one to the Contractor with an award letter, the State issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The Contractor must begin work within 15 business days after the State issues a purchase order, or on a mutually agreed start date, under the Contract. If the State awards a Contract pursuant to this RFP, and the Contractor is unable or unwilling to begin the Work within the time specified above, the State may cancel the Contract, effective immediately on notice to the Contractor. The State then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the State may seek such other remedies as may be available to the State in law or in equity for the selected Contractor's failure to perform under the Contract.

**Contract.** If this RFP results in a Contract award, the Contract will consist of this RFP, including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal in final form. It also will include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is included as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Four to this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The Contract in its final form;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order EO 2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract. To be binding on the State, a duly authorized representative of the Department of Administrative Services must sign any change order under or amendment to the Contract.

**ATTACHMENT ONE: EVALUATION CRITERIA**

**Mandatory Requirement.** The first table lists this RFP’s mandatory requirement. If the offeror’s Proposal meets the mandatory requirement, the offeror’s Proposal may be included in the next part of the evaluation described in the following table.

Mandatory Requirement	Reject	Accept
The offeror must demonstrate experience as the prime contractor conducting and documenting at least one MITA SS-A utilizing the MITA Framework 2.0 or later.		

**Scored Criteria.** In the technical evaluation phase, the State will rate the technical merits of the Proposals based on the following requirements and the weight assigned to each requirement:

Scored Criteria	Weight	Does Not Meet	Meets	Exceeds	Greatly Exceeds
<b>OFFEROR REQUIREMENTS</b>					
<p>The offeror must demonstrate experience as the prime contractor conducting and documenting at least one MITA SS-A utilizing the MITA Framework 2.0 or later.</p> <p>To demonstrate this experience, the offeror must include at least one reference but not more than three references from organizations where the offeror conducted a MITA SS-A. If more than three references are provided, only the first three listed will be used for scoring.</p>	10	N/A	5	7	9
<p>The offeror or subcontractor must demonstrate experience providing business process re-engineering or organizational change management (OCM) services on a minimum of two projects for a government (state, federal or local) entity. Demonstrated experience must include the following:</p> <ol style="list-style-type: none"> <li>1. Discovery and documentation of as-is processes;</li> <li>2. Design and documentation of to-be processes;</li> <li>3. Expert knowledge in the application of use cases, business rules engines and workflow; and,</li> <li>4. Effective planning, delivering, coordination and implementation of improved business processes</li> </ol> <p>To demonstrate this experience, the offeror or subcontractor must include at least two references but not more than, five references from organizations where the offeror or subcontractor provided business</p>	5	0	5	7	9

process re-engineering or OCM services. If more than five references are provided, only the first five listed will be used for scoring.					
The offeror or subcontractor must demonstrate experience providing IT technical and information architecture planning and design services in the Medicaid industry on a minimum of two projects for a government (state or federal) entity.  To demonstrate this experience, the offeror or subcontractor must include at least two references but not more than five from organizations where the offeror or subcontractor provided the specified IT services in the Medicaid industry. If more than five references are provided, only the first five listed will be used for scoring.	10	0	5	7	9
<b>PROJECT REQUIREMENTS</b>					
Staffing Plan	25	0	5	7	9
Project Plan	15	0	5	7	9
<b>PROPOSED SOLUTION</b>					
SS-A related solution	20	0	5	7	9
Medicaid Ancillary Systems Assessment related solution	15	0	5	7	9

**Price Performance Formula.** The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	Percentage
Technical Proposal	70%
Cost Summary	30%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each offeror.

The offeror with the highest point total for the Technical Proposal will receive 700 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 700$$

There is a maximum of 300 Cost Proposal Points available. The Cost Proposal Points for each offeror will be determined based upon the following formula:

Cost Proposal Points = Total Cost for Evaluation Points + Rate Card Evaluation Total Points

The State will use the following formulas to determine the points awarded to each offeror for the Cost Proposal.

Total Cost for Evaluation Points = (Lowest-Total Cost for Evaluation/Offeror's-Total Cost for Evaluation) x 285.

Rate Card Evaluation Total Points = (Lowest-Rate Card Evaluation Total/Offeror's-Rate Card Evaluation Total) x 15

Total Points Score: The total points score is calculated using the following formula:

Total Points = Technical Proposal Points + Cost Summary Points

**ATTACHMENT TWO: PROJECT REQUIREMENTS AND SPECIAL PROVISIONS  
PART ONE: WORK REQUIREMENTS**

This attachment describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Work (the "Deliverables"). Additionally, it gives a detailed description of the Work's schedule.

**Scope of Work**

**GENERAL ASSESSMENT REQUIREMENTS**

The Contractor must conduct its assessments according to the CMS SS-A Companion Guide, and should refer to that document for details on how to proceed at each step. In addition to the Companion Guide, the Contractor must follow CMS MITA 3.0 documentation requirements to complete the SS-A.

The following tasks and deliverables represent work the Contractor must complete to successfully complete the ODM MITA Assessment Project.

**Contractor Responsibilities and Deliverables**

<b>Task</b>	<b>Deliverable</b>
<b>Project Management</b>	<ol style="list-style-type: none"> <li>1. Kickoff Meeting</li> <li>2. Updated Project Plan</li> <li>3. Communication Approach</li> <li>4. Knowledge Transfer Approach</li> <li>5. Issue and Risk Management Approach</li> <li>6. Change Request Review and Approval Process</li> <li>7. Monthly Status Reports*</li> </ol>
<b>MITA Training</b>	<ol style="list-style-type: none"> <li>8. Overall Training Plan</li> <li>9. Training session for approximately (30) State staff, including ODM executive management team</li> <li>10. Training/work session for up to ten (10) State MITA Project team members</li> </ol>
<b>Medicaid Business Process Review</b>	<ol style="list-style-type: none"> <li>11. Evaluation of the Current As-Is Landscape</li> <li>12. Recommendations on Modifications/Enhancements to Business Processes</li> <li>13. Identification of the To-Be Environment and Documentation of Findings</li> <li>14. Complete Assessment of Compliance with Seven Conditions and Standards</li> <li>15. Medicaid Business Process MITA Roadmap and Documentation Activities</li> </ol>
<b>MITS Assessment</b>	<ol style="list-style-type: none"> <li>16. MITS 1.0 to MITS 3.0 Crosswalk</li> <li>17. MITS Self-Assessment of Maturity Curve</li> <li>18. Recommendations on Modifications/Enhancements to Business Processes</li> <li>19. Business Architecture SS-A – As-</li> </ol>

Task	Deliverable
	Is and To Be Assessments 20. Information Architecture SS-A – As-Is and To-Be Assessments 21. Technical Architecture SS-A – As-Is and To-Be Assessments 22. Gap Analysis (As-Is to To-Be) 23. Complete Assessment of Compliance with Seven Conditions and Standards (including cost) 24. MITA Roadmap and Documentation of Activities
<b>Ancillary Medicaid Systems Assessment</b>	25. Summary of Ancillary Systems, Functions and Interfaces 26. Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures). 27. Complete Assessment of Compliance with Seven Conditions and Standards (including cost) 28. MITA Roadmap and Documentation of Activities
<b>Interfaces and Interactions with the IE BI System</b>	29. Evaluation of the interface(s) between MITS, ancillary applications to MITS and the IE BI system to assess compliance the seven conditions and standards 30. Documented analysis of business process interactions, workflows, and data-flows between MITS, ancillary applications to MITS and the IE BI and its compliance with MITA requirements 31. Recommendations on Modifications/Enhancements to Business Processes 32. Updates to MITS and Ancillary Systems SS-A Artifacts
<b>Overall MITA Roadmap</b>	33. Overall MITA Roadmap
<b>Overall Concept of Operations (COO)</b>	34. COO that includes MITS, Ancillary Systems, and IE BI 35. High-Level Business Workflows for MITS, Ancillary Systems, and IE BI
<b>Project Close Out</b>	36. Project Close Out Certification

\*Monthly Status Reports do not require a Deliverable review cycle.

**Detailed Description of Tasks and Deliverables** – The following sections include detailed descriptions of tasks and deliverables required for this Project.

## **PROJECT MANAGEMENT**

The State will provide oversight for the Project, but the Contractor must provide overall Project management for the tasks under this Contract, including the day-to-day management of its staff. The Contractor also must assist the State with coordinating assignments for State staff, if any, involved in the Project. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Project, the Contractor must employ ongoing management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

The Contractor must provide a dedicated Project Manager for the Project. This Project Manager and appropriate staff must work on-site at a designated ODM office. The Contractor must employ the proposed Project Manager as a regular, fulltime employee on the Proposal submission date and throughout the term of the Contract. Additionally, the Contractor's full-time regular employees must perform at least 30% of the effort required to complete the Work. The Contractor may use its own staff or subcontractor staff to meet the remaining 70% of the effort.

The State will provide staff, as it deems appropriate, to perform Project monitoring, will participate in quality assurance and Project reviews.

It is the Contractor's responsibility to propose a system development methodology (SDM) that is defined, documented, repeatable and consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model (CMM).

The Contractor's Project Management responsibilities include, at a minimum;

- Planning of the Project Mobilization Effort;
- Conducting a Kickoff Meeting for project team members (contractor and State staff), internal State stakeholders, and as required, external constituencies required to help ensure the overall success of the project;
- Initial and ongoing Project Plan Development and Management including regular status reporting;
- Development and Communication of Methodology and Approach Documents; and
- Ongoing and Regular Meeting Attendance and Reporting.

**Mobilization Effort.** The Contractor will initiate the project with a mobilization effort for the first ten business days of the project, followed by the project kick-off event. This effort will focus on planning, processes, and project methodology. The goal will be to discuss and evaluate the Contractor's proposed practices, methodologies and recommendations concerning the project.

The Contractor must meet with the State and other vendors to:

- Become familiar with MITS and systems ancillary to MITS;
- Become familiar with State strategic modernization initiatives for its HHS Medicaid Enterprise; and
- Establish the Project team(s) that will support the assessments overall, and in each of the major SS-A project areas (MITS, systems ancillary to MITS, and planned interactions between MITS and IE BI).

**Kickoff Meeting.** The Contractor must plan and conduct a Project kickoff meeting presentation to the sponsors and key stakeholders after the mobilization effort. At a minimum, the presentation must include a high level overview of the following:

- Project scope and schedule;
- Goals of the Project;
- Methodology, approach and tools to achieve the goals;
- Roles, responsibilities and team expectations;
- Tasks, Deliverables and significant work products; and
- Milestones.

**Project Plan Development and Management.** The Contractor must submit and present for feedback an updated Project Plan, in Microsoft Project, to the State Project Manager for review and approval as part of

the mobilization effort. The detailed Project Plan must include all phases of the project for which the Contractor has responsibility including major Deliverables and tasks as well as tasks and dependencies that may be outside of the Contractor's responsibility but may influence or relate to the Contractor's work and ability to complete the Contractor's tasks as planned. The Project Schedule must contain a detailed Work Breakdown Structure and resource assignments for the forward-looking six-month rolling-window planning period, but may contain reduced detail for the periods beyond six months. The Project Plan must be updated on an ongoing basis with a more detailed view on an agreed upon time interval. This Project Plan must be maintained on an ongoing basis by the Contractor and updated weekly.

The Contractor must participate in a planning session which ensures the following:

- A common understanding of the Project Plan has been established;
- A common vision of all Deliverables has been established; and
- Clarity on scope of overall Project and the responsibilities of the Contractor has been defined and agreed to by the State.

Thereafter, the Contractor must:

- Formally update the Project Plan, including work breakdown structure (WBS) and schedule, and provide the updated Project Plan as part of its reporting requirements during the Project;
- Ensure that the level of specificity of the plan for a rolling six month period is defined to the task and named resource level. Given the anticipated multi-phase nature of this project, ensure that time periods beyond this six month period are accurately portrayed and forecasted based on the actual project performance to date and anticipated (or realized) downstream impacts to subsequent phases and (if applicable) activities. As an example, the initial project plan will include details for the first six months and activity/milestone level (sufficient to track the overall progress of the program) for the anticipated remainder of the project based on the current understanding of project scope and phasing; and
- Ensure the Project Plan allows adequate time for the State's review, commentary, and approval on all deliverables.

Acceptance criteria for deliverables will be documented during the mobilization effort by the Contractor and approved by the State for each Deliverable prior to the Contractor beginning work on such Deliverable.

The State will work with the Contractor in advance of the presentation for review of any deliverable or work product to determine the appropriate number of business days it needs for such reviews and provide that information to the Contractor after award and during the mobilization effort. Should the State reject the plan in part or in full or associated Deliverables in part or in full, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable, at no additional cost to the State. Should the Contractor determine that the State's review of Deliverables or work products will impact the Contractor's ability to execute the Project in accordance with the agreed and established Project Plan, the Contractor shall notify the State promptly with a request for expedited review of Deliverables or work products. In no case shall expedited review be requested under circumstances that are within the Contractor's direct control or as they relate to Deliverables deemed deficient by the State for good reason.

**Approach Documents.** The Contractor must work with the State to develop approach documents to establish Project standards and provide an overall context to manage the Project life cycle. Each document below will describe the approach for a specific area of the Project. The following approach documents must be developed and executed:

- **Communication:** The Contractor must develop the Project communication approach and work with State representatives to execute the communication activities. The Contractor shall be responsible for the communication activities including planning, scheduling and performance reporting.
- **Knowledge Transfer:** The Contractor must develop the Project knowledge transfer approach to ensure State staff has adequate knowledge of the SS-A and MITA processes including

implications on business processes for ongoing operation and support. In addition, the Contractor must provide knowledge transfer with a focus on the future application and required updates to the Ohio SS-A.

- **Issue and Risk Management:** The Contractor must develop an issue and risk management approach that provides a systematic methodology of identifying, analyzing, resolving and tracking Project issues and risks.
- **Change Request Review and Approval Process:** The Contractor must develop a change request review and approval approach. The approach document shall provide a process for documenting, analyzing, approving and tracking scope changes for the duration of the Project per the Changes section (Attachment Four, Part Two). Any change request that results in a Contract amendment will be formally processed and approved by DAS.

**Meeting Attendance and Reporting Requirements.** The Contractor must adhere to the following meeting and reporting requirements:

- **Immediate Reporting** - The Project Manager or a designee must immediately report any material project plan, scope, staffing, budgetary or risk profile changes for the Project to the State Project Manager (see: Attachment Four: Part Two: Replacement Personnel).
- **Weekly Status Meetings** - The Project Manager and other Project team members must participate in weekly status meetings with the State Project Manager and other people deemed necessary to discuss Project issues. The State Project Manager will schedule these meetings, which will follow an agreed upon agenda and allow the Contractor and the State to discuss the week's accomplishments and issues.
- **Prepare Monthly Status Reports** - During the Project, the Contractor must submit an electronic monthly status report, in a format agreeable to the State, to the State Project Manager on a mutually agreed upon day. At a minimum, monthly status reports must contain the following:
  - A description of the overall completion status of the Project in terms of the approved Project Plan incorporating an Earned Value Analysis for schedule and cost;
  - Updated Project schedule;
  - A dashboard (whose format and content has been accepted by the State) that shows (on a single page) the overall status of the project;
  - The plans for activities scheduled for the next month;
  - The status of any Deliverables;
  - Time ahead or behind schedule for applicable tasks;
  - Updated issue management report;
  - A risk analysis of actual and perceived problems along with their suggested mitigations; and
  - Strategic changes to the Project Plan, if any.

#### **Project Management Deliverables**

1. Kickoff Meeting
2. Updated Project Plan
3. Communication Approach
4. Knowledge Transfer Approach
5. Issue and Risk Management Approach
6. Change Request Review and Approval Process
7. Monthly Status Reports\*

\*Monthly Status Reports do not require a Deliverable review cycle.

#### **MITA Training**

Contractor must provide MITA-related training to State staff on their roles in the MITA SS-A development process. This training must be delivered on a just-in-time basis to the State staff associated with each area of assessment. Contractor will coordinate meeting location, attendee registration, and prepare all training materials, including: written overview, outline, goals and objectives, and handouts for participants.

Training sessions must be provided at an ODM specified location, in Columbus, Ohio, to approximately thirty (30) State staff, including ODM executive management team. Training must include, but may not be limited to, an overview of the MITA framework and the MITA SS-A process, business functional areas and processes, capabilities and maturity; and the role of State business staff in the development of the SS-A.

Contractor must also provide a training/work session, to up to ten (10) State MITA Project team members. This training must include, but may not be limited to:

- Business, informational and technical architecture including related CMS artifacts, as applicable;
- SS-A components and requirements;
- Seven Conditions and Standards components and requirements; and
- Road Map and Strategic Plan for how all SS-A elements come together.

#### **MITA Training Deliverables**

8. Overall Training Plan
9. Training session for approximately (30) State staff, including ODM executive management team
10. Training/work session, to approximately ten (10) MITA Project team members

#### **MEDICAID BUSINESS PROCESS REVIEW**

Medicaid must be a business-driven enterprise in order to meet the needs of its consumers, providers, regulators and other stakeholders. This review must focus on State Medicaid business processes and their degree of alignment with the MITA 3.0 business model (10 business areas, 21 business categories and 80 business processes). The review will lay the foundation for later system-specific assessments.

In preparation for this review, the Contractor must present a high-level MITA overview to State management and project staff of the MITA business architecture and the seven conditions and standards. The Contractor must:

1. Work with State Medicaid staff to document Medicaid business processes and align them with the 10 business areas, 21 business categories and 80 business processes of the MITA 3.0 business architecture (BA) to create the as-is business process model (BPM). If necessary, expand the BPM to include any State-specific business processes not covered in the MITA 3.0 BPM;
2. Determine the as-is level of maturity by MITS 3.0 business area and business process using MITA 3.0 business capability matrices (BCM); also develop business process descriptions and BCMS for any processes that are not covered by the MITA 3.0 BA;
3. Complete an as-is Medicaid business process scorecard;
4. Assess, to the extent possible without consideration of an actual system architecture, the degree of compliance for each of the 10 business areas with each of the seven conditions and standards using the Seven Standards and Conditions Capability Matrix (SCM);
5. Complete the BA portion of an as-is seven conditions and standards scorecard;
6. Recommend how Medicaid business areas/processes could be improved to:
  - a. Be more efficient and streamlined;
  - b. Eliminate redundancy;
  - c. Align with the seven conditions and standards, including MITA 3.0. An objective is to identify where principles captured in the seven conditions and standards could be applied, such as modularity, use of business rules and their separation from core programming, application of service-oriented architecture to promote reuse locally and with other states, etc.
7. Document revised business processes and associated workflows in the context of the MITA 3.0 business model;
8. Identify to-be levels of maturity and potential timeframes and complete a to-be Medicaid business process scorecard; and
9. Conduct a gap analysis between the as-is and to-be views and develop a MITA roadmap proposing whether, how, and when the gaps could be closed.

## **Medicaid Business Process Review Deliverables**

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

11. Evaluation of the Current As-Is Landscape
12. Recommendations on Modifications/Enhancements to Business Processes
13. Identification of the To-Be Environment and Documentation of Findings
14. Complete Assessment of Compliance with Seven Conditions and Standards
15. Medicaid Business Process MITA Roadmap and Documentation Activities

## **MITs Assessment**

The Contractor must work with the following stakeholders to do the MITs assessment:

- ODM and sister State agency staff (i.e., Department of Health, Aging, Mental Health, etc.);
- Hewlett Packard (HP), the MITs Contractor;
- Other HHS IT contractors; and
- OHT Program Office.

The Contractor must determine what training, if any, is necessary to prepare State staff and other stakeholders for the MITs assessments.

In order to produce the deliverables, the Contractor must assess the following:

### **1. Business Architecture:**

- a. Review the results of the Medicaid business process review with the MITs Contractor and make any necessary changes;
- b. Validate the as-is level of maturity for each MITA 3.0 business area and business process using MITA 3.0 BCMs. To perform the validation the Contractor must:
  - i. Work with the MITs Contractor and the State to understand the MITs business architecture and how individual MITA 3.0 business processes map to MITs software modules and vice versa.
  - ii. Become familiar with the operational MITs system by accessing the user acceptance testing (UAT) environment and using the system to determine the as-is levels of maturity for each business process as measured against the BCM. (Note: the Contractor must sign a business agreement to bind it and its project staff to HIPAA requirements).
  - iii. Obtain the MITs Contractor's assessment of MITs MITA 3.0 BA as-is levels and consider it part of the as-is process;
- c. Complete the as-is BA scorecard;
- d. Work with the State and MITs Contractor to establish goals and objectives for each business area and business process to determine to-be levels (capabilities, priorities, and dependencies) that are feasible within the constraints of the current MITs architecture. (Note: some higher-level to-be targets, including some from the Medicaid business process review, may not be possible with the current system);
- e. Work with the State and the MITs Contractor to conduct a gap analysis to determine target levels for the various business areas, summarize the development work necessary to reach those levels, estimate the costs, and assess what changes are cost-effective to consider;
- f. Identify the to-be levels of maturity and timeframes; complete the to-be BA scorecard and fill in the as-is and to-be levels on the business architecture profile, based on the results of steps d and e,

### **2. Information Architecture:**

- a. Use the MITA 3.0 BPM (especially shared data) and information capability matrices (ICMs), to evaluate the as-is information architecture (IA) environment for each of the ten business areas. Assess each of the four information capabilities: data management strategy (DMS), conceptual data model (CDM), logical data model (LDM), and data standards;

- b. Develop (or obtain from the MITS Contractor) the as-is CDM for functions, inputs and outputs of each of the business areas. Document the as-is DMS and data standards;
- c. Assign an as-is IA level of maturity for each business area;
- d. Complete the as-is IA scorecard;
- e. Work with the State and the MITS Contractor to establish IA goals and objectives for each business area and business process to create a to-be view;
- f. Work with the State and the MITS Contractor to conduct a gap analysis to determine realistic IA target levels for the various business areas, summarize the development work necessary to reach those levels, estimate the costs and assess what changes are cost-effective to consider;
- g. Based on the results of steps e and f, identify the to-be levels of maturity and timeframes;
- h. Complete the to-be IA scorecard and fill in the as-is and to-be levels on the information architecture profile.

**3. Technical Architecture:**

- a. Use the MITA 3.0 BPM and technical capability matrices (TCMs), to evaluate the as-is technical architecture (TA) environment for each of the ten business areas. Evaluate ODM's as-is TA environment from the perspectives of the technical management strategy, business services, technical services, application architecture, and technology standards;
- b. Develop, with the support of the MITS Contractor, the as-is technical service models for important high-level functions and messages of each of the business areas. Document the as-is technical service areas and classifications;
- c. Assign an as-is TA level of maturity for each business area;
- d. Complete the as-is TA scorecard;
- e. Work with the State and the MITS Contractor to establish TA goals and objectives for each business area and business process to create a to-be view;
- f. Work with the State and the MITS Contractor to conduct a gap analysis to determine realistic TA target levels for the various business areas, summarize the development work necessary to reach those levels, and estimate the costs; assess what changes are cost-effective to consider;
- g. Based on the results of steps e and f, identify the to-be levels of maturity and timeframes;
- h. Complete the to-be TA scorecard and fill in the as-is and to-be levels on the technical architecture profile

**4. Seven Conditions and Standards:**

The Contractor must work with the MITS Contractor and the State to understand the MITS architecture (business, information, and technical) and to what extent it meets each of the seven conditions and standards. The Contractor must complete the seven conditions and standards steps (as defined in the SS-A Companion Guide) including, but not limited to:

- a. Evaluate ODM's as-is BA, IA, and TAs as they relate to the seven conditions and standards using the SCM to assess the current level of maturity;
- b. Document BA, IA, and TA compliance for each of the seven conditions and standards;
- c. Assign an as-is level of maturity for each of the seven conditions and standards;
- d. Work with the State and the MITS Contractor to establish goals and objectives for each business area as it relates to the seven conditions and standards and create a to-be view;
- e. Work with the State and MITS Contractor to conduct a gap analysis to determine realistic target levels for each business area for each of the seven conditions and standards and summarize the development work necessary to reach those levels. Estimate the costs versus benefits and determine what changes are cost-effective to consider;
- f. Identify the to-be levels of maturity and timeframes;
- g. Complete the seven conditions and standards scorecard and fill in the as-is and to-be levels on the seven conditions and standards profile.

**5. MITS MITA Roadmap:**

- a. Work with the State and the MITS Contractor to assess if MITS could be modified to reach full maturity according to the maturity curves for MITA 3.0 and the seven conditions and standards;

- b. Document the information in a MITS MITA Roadmap.

### **MITS Assessment Deliverables**

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

16. MITS 1.0 to MITS 3.0 Crosswalk
17. MITS Self-Assessment of Maturity Curve
18. Recommendations on Modifications/Enhancements to Business Processes
19. Business Architecture SS-A – As-Is and To Be Assessments
20. Information Architecture SS-A – As-Is and To-Be Assessments
21. Technical Architecture SS-A – As-Is and To-Be Assessments
22. Gap Analysis (As-Is to To-Be)
23. Complete Assessment of Compliance with Seven Conditions and Standards (including cost)
24. MITA Roadmap and Documentation of Activities

### **ANCILLARY MEDICAID SYSTEMS ASSESSMENTS**

The following applications support the Ohio Medicaid program. The Contractor must evaluate how each application is used for the Medicaid program and if it should be modernized (brought into compliance with the seven conditions and standards), replaced or retired.

- A. **Perseus** – A stand-alone system used in connection with long-term care. Its major subsystems are provider information, cost reports, rate setting, and audits.
- B. **Pegasus** – A stand-alone system that retrieves data related to nursing home rates and compares the information to Perseus data. Pegasus is updated monthly.
- C. **Athena** – A stand-alone case management tracking system used to hold managed care organizations accountable for contract performance standards and to track appeals, grievances, and complaints as required by federal statute.
- D. **IAF Provider System** - This Provider System is used by the providers to capture/administrate ICF/MR assessment information and the submit it to DODD. It collects patient assessments performed on ICF-MR nursing home residents certified to participate in Medicare or Medicaid, in order to calculate the individual facility average case mix score(quarterly, semi-annual, and annual).
- E. **ICFMR In-house** – ICFMR (Intermediate Care Facilities For The Mentally Retarded) in-house system process the IAF submissions and is responsible for calculating the individual facility average case mix score(quarterly, semi-annual, and annual) and producing submission, quarterly and annual reports.
- F. **ACR** (Automated Cost Reports) - Application that is used by all long term care providers to enter their costs for each calendar year. Annually the updates are made to the application, based on OHP requests, and the application placed on the web for providers to download. Providers then enter their data and send the output to OHP to be uploaded, mapped and edited into the Perseus system.
- G. **Apollo** – The electronic data interchange (EDI) data repository for raw EDI claims.
- H. **EDI Translator** (Sybase) – A suite of EDI tools that handle EDI message transformation and EDI message handling.
- I. **BIAR** – Business Intelligence Analytical Reporting – The MITS reporting application that provides federal, monthly caseload, and other reports and that feeds the ODM Data Warehouse.
- J. **DSS** – Decision Support System – A system fed primarily from the ODM Data Warehouse that supports “high-end” analytics.
- K. **MEBI** – Medicaid Eligibility Batch Inquiry – An on-line query tool for providers to verify eligibility information for up to 500 recipients at a time.
- L. **MDS 3.0** – The ODM Minimum Data Set 3.0 – This server receives MDS data from the Ohio Department of Health, classifies the data into 45 groups, calculates case mix scores, and passes them to Perseus for long term care rate calculations.
- M. **eQuil** – eQuil is an IBM FileNet application built for disability determinations that went live in September 2006. It is both a workflow and document management application managed and hosted by the State. eQuil only interfaces with CRIS-E and supports approximately 50 State users and 3500 county users.

- N. **TPL Client Server** – used to update TPL resource information, match incoming TPL resource information to recipients, etc.
- O. **Buy-In** - A web app for managing Ohio Buy-In recipients and claims. Under an agreement with the Federal government, Ohio enrolls qualified people in the Supplementary Medical Insurance Program (Medicare Part B) and, when qualified, in the Premium Hospital Insurance Program (Medicare Part A) and pays their premiums.
- P. **RomPIR** - Web based system for individuals who are Medicaid eligible prior to an institutionalization (e.g, mental health facility, prison, jail). The system allows for cost containment measures and continuity of care in that medical assistance is terminated upon entering an institution and is reinstated with a temporary emergency assistance card upon eligibility reinstatement, when released from facility.
- Q. **Case Management System** – used by Case Management and Provider management service staff who provide community long-term care case management services to children, adults, and seniors with disabilities, who are chronically ill or who have medically complex conditions.
- R. **Home Choice** – Web based Home Transition Interview process system used to determine the needs of recipients who are eligible to move from a nursing home back into their own.

For each of the above applications, the Contractor must conduct an application rationalization and analysis to determine which of the following three outcomes the systems fit into based on MITS and IE BI functionality. The analysis must include a detailed business, operational, and technical fit of each application in support of the current program, business process and technical requirements with justification and roadmap for each application.

1. The application and functions are no longer needed;
2. The application can be retired, but the functions are still required and will be provided in MITS, IE BI, etc. As part of the detailed justification, describe (at a high level) the how the functions will be addressed in the identified system; or
3. The application and functions are still required. The Contractor must perform an SS-A and gap analysis and recommend how to bring the application into alignment with the seven conditions and standards.
  - a. **Seven Conditions and Standards:**  
If the proposed outcomes require an SS-A against the seven conditions and standards for any of the listed applications, the Contractor must work with the State and any applicable contractors to complete the seven conditions and standards steps (as defined in the SS-A Companion Guide) including, but not limited to the Seven Conditions and Standards (listed above).
  - b. **MITA Roadmaps for Applications That Are Retained:**  
For each application to be retained, the Contractor must:
    - i. Work with the State and any applicable contractors to assess if that system could be modified to reach full maturity according to the maturity curves for the seven conditions and standards;
    - ii. Document the information in a MITA Roadmap.

#### **Ancillary Medicaid Systems Assessments Deliverables**

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

25. Summary of Ancillary Systems, Functions and Interfaces
26. Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures).
27. Complete Assessment of Compliance with Seven Conditions and Standards (including cost)
28. MITA Roadmap and Documentation of Activities

## **INTERFACES AND INTERACTIONS WITH THE IE BI SYSTEM**

The Contractor must work with the State and State Contractors to do an assessment of interfaces and interactions required between MITS, ancillary applications to MITS and the IE BI system.

With support from the State and other State contractors, the Contractor must:

- a. Evaluate the interface(s) between MITS, ancillary applications to MITS and the IE BI system to assess compliance with the interoperability condition of the seven conditions and standards;
- b. Analyze business process interactions, workflows, and data-flows between MITS, ancillary applications to MITS and the IE BI to assess their compliance with MITA 3.0;
- c. Augment the MITS BPM as necessary to capture business process additions and modifications that may be necessary; and
- d. Update MITS SS-A artifacts to reflect the results of 1, 2, and 3.

The Contractor will not be responsible for assessing the IE BI system for compliance with the seven conditions and standards. Due to IE BI project phasing, it may not be possible to fully evaluate planned interactions between MITS and the IE BI within the initial scope of the SS-A. Additional work may be identified in the IDA process.

### **Interfaces and Interactions with the IE BI System Deliverables**

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

29. Evaluation of the interface(s) between MITS, ancillary applications to MITS and the IE BI system to assess compliance the seven conditions and standards
30. Documented analysis of business process interactions, workflows, and data-flows between MITS ancillary applications to MITS and the IE BI and its compliance with MITA requirement
31. Recommendations on Modifications/Enhancements to Business Processes
32. Updates to MITS and Ancillary Systems SS-A Artifacts

## **OVERALL MITA ROADMAP**

CMS requires all states to prepare and submit a MITA roadmap and continue to make measurable progress implementing it. The Contractor must develop the overall MITA roadmap in conjunction with the MITS contractor, IE BI contractor and other State staff and contractors associated with the ancillary applications.

### **Overall MITA Roadmap Deliverables**

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

33. Overall MITA Roadmap

## **OVERALL CONCEPT OF OPERATIONS (COO)**

The Contractor must develop the overall COO in conjunction with the MITS contractor, IE BI contractor and other State staff and contractors associated with the ancillary applications as defined in the SS-A Companion Guide.

### **Overall COO Deliverables**

Each of the following deliverables must contain the associated artifacts identified in the SS-A Companion Guide.

34. COO that includes MITS, Ancillary Systems, and IE BI
35. High-Level Business Workflows for MITS, Ancillary Systems, and IE BI

## **OTHER WORK**

In addition to the assessment artifacts relating to the seven conditions and standards and MITA 3.0, the Contractor must produce the deliverables that are detailed in this section and keep all assessment reports and other artifacts in the standard version control or configuration management tool utilized by the State. At a minimum, these artifacts must be checked into the repository at the time of delivery.

## **PROJECT CLOSE OUT:**

The Contractor must organize and turn over to the State, in an acceptable electronic form, all files, documents and other Project artifacts produced for use by the ODM MITA Assessment Project within 90 days after acceptance of the final Project Deliverable.

## **Project Close Out Deliverables**

36. Project Close Out Certification

**Work Hours and Conditions** – Core working hours for ODM staff are 7:00 a.m. to 6:00 p.m.. JFS requires that the Key Project Personnel be located and work at the JFS site, unless otherwise approved by the ODM Business Project Manager.

**Project Location.** The State will provide Contractor work space at an ODM Office located In the Lazarus building at 50 W. Town St., Columbus, Ohio 43215. Any work requiring assistance from the State staff or completion by State staff will be performed at a State location. The State will provide Internet connection and printer access. The Contractor will be required to provide laptop and phone service for their staff.

## **STATE ROLES AND RESPONSIBILITIES**

The following State personnel will be available during the ODM MITA RFP Project.

### **ODM Business Project Manager**

Provides oversight of the MITA project. Coordinates with the ODM technical lead and other key project team members for the review and approval of deliverables. Provides direction and assigns SME where needed.

### **ODM Technical Lead**

Provides lead oversight of any technical work involved in the MITA project. Works with the Business Project manager to ensure deliverables meet stated objectives and requirements. Serve as the point of contact for the technical architecture component of the project.

### **Subject Matter Experts (SMEs)**

Participates in project as needed for specific areas of expertise.

## **CONTRACTOR ROLES AND RESPONSIBILITIES**

The following Contractor roles and responsibilities are critical to the success of the Project. All Contractor roles are expected to work with their ODM counterparts. At a minimum, the Contractor's staffing plan must include names for the following 'Key Project Personnel' assigned to each role.

### **A. Project Manager**

Role: The Contractor Project Manager (PM) must be full-time and provide project management oversight for the Contractor team through completion of the Project.

### **Responsibilities**

- Works with the ODM Project Managers to create and manage the Project Plan and Schedule
- Manages the Contractor Project Team Members
- Manages overall quality and timeliness of deliverables
- Manages project issues and risks
- Point of escalation for Project issues
- Coordinates deliverable acceptance process with ODM

### **Qualifications**

1. Experience as the full-time Project Manager on a minimum of two projects responsible for the development, management and implementation of Medicaid related projects for federal and state Medicaid agencies, at least one which lasted a minimum of 12 months that encompassed the full system development life cycle from initiation through post implementation on a large scale project.
2. Experience following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity.
3. Project Management Professional (PMP) Certification.

### **Desirable Qualifications**

1. Experience with projects that involved the CMS seven conditions and standards including MITA and its three major sub-architectures – business, information, and technical.
2. Worked on at least one project that involved conducting and documenting at least one significant MITA SS-A utilizing the MITA Framework 2.0 or later.
3. A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.
4. Experience with systems that manages Human Services data.

### **B. Business Lead**

Role: The Business Lead must be full-time and provide lead expertise business process reengineering and organizational change management activities.

### **Qualifications**

1. Experience as the lead on a minimum of two projects responsible for business process re-engineering or OCM services for a Medicaid agency, including, but not limited to:
  - a. Conducting business and organizational needs assessments;
  - b. Strategic planning;
  - c. Establishing best practices;
  - d. Organizational assessments;
  - e. Providing detailed business process re-engineering recommendations and options for Medicaid business processes; and
  - f. Developing a strategic framework for Medicaid business enterprises, including the use of information technology.
  - g. Experience with systems that manages Human Services data.
2. Experience in developing and implementing a training plan for state staff and their agents on a minimum of one project of similar complexity and size.
3. A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.

### **Desirable Qualifications**

1. Experience with projects that involved the CMS seven conditions and standards including MITA and its three major sub-architectures – business, information, and technical.
2. Worked on at least one project that involved conducting and documenting at least one significant MITA SS-A utilizing the MITA Framework 2.0 or later.
3. Experience with systems that manages Human Services data.

### **C. Technical Lead**

Role: The Technical Lead must be full-time and provide technical and lead expertise capturing requirements and conduction assessments for the CMS Seven Conditions and Standards.

### **Qualifications**

1. Experience as the lead on a minimum of two projects responsible for providing IT services in the Medicaid industry, providing technical assistance for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.

2. Experience performing systems development activities as a technical lead over analysis, design, development, and testing on a project of similar size and scope for other state Medicaid agencies and/or the federal Department of Health and Human Services.
3. Experience in performing assessments on Medicaid-related systems and offering best practices for improvement.
4. Experience with systems that manages Human Services data.
5. Experience using various project management tools for planning and tracking purposes on a minimum of two projects.
6. Experience in HIT technical and information architecture planning and design.

**Desirable Qualifications**

1. Experience with projects that involved the CMS seven conditions and standards including MITA and its three major sub-architectures – business, information, and technical.
2. Worked on at least one project that involved conducting and documenting at least one significant MITA SS-A utilizing the MITA Framework 2.0 or later.
3. A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.

**D. Technical Writer**

Role: The Technical Writer will be responsible for working with ODM in the development of the State Self-Assessment artifacts, and other documentation required for the project.

**Qualifications**

1. Experience as the technical writer on a minimum of two projects responsible for providing technical writing services, for a Medicaid agency in the areas of business analysis and technical analysis.
2. Exceptional grammar, writing, and copy editing skills.
3. Strong understanding of the software development lifecycle process.
4. Experience producing instruction manuals and other supporting documents to communicate complex and technical information.
5. Advanced MS Office skills.
6. Writing samples that demonstrate professional, comprehensible, intuitive, high-quality documentation skills.

**Desirable Qualifications**

1. Experience with projects that involved the CMS seven conditions and standards including MITA and its three major sub-architectures – business, information, and technical.
2. Worked on at least one project that involved conducting and documenting at least one significant MITA SS-A utilizing the MITA Framework 2.0 or later.
3. A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.

**Interval Deliverable Agreement (IDA)**

The State may use the Interval Deliverable Agreement (IDA) model for Project work identified during the life of the Contract that cannot be defined to the appropriate level of detail during the RFP process. The Contractor must work with designated State staff to develop the deliverables and identify all work for each IDA. Deliverables or sub-deliverables will be defined prior to the start of each designated interval, and monitored throughout the designated interval and the life of the Contract. The IDAs will be identified and agreed to at least 30 days in advance of the beginning of the interval. For each IDA, the State and the Contractor will agree, in writing, to specific deliverables, work assignments, sub-deliverables, services to be provided using time and materials, the length of the interval, due dates, and Contractor staffing requirements based on positions and not-to-exceed hourly rates quoted in the Rate Card on the Cost Summary. The IDA is not effective until the State and Contractor have signed the agreement and a purchase order is issued to the Contractor. The agreed-upon IDA will be incorporated into the Contract.

The IDA (i.e., specifications, deliverables, work assignments, and due dates) may be amended based upon changing circumstances during a particular interval. An amendment to an IDA must be in writing and signed by both the State and the Contractor prior to performing the work specified in the amendment.

Specific application of standards of performance and acceptance may be defined in an IDA. The information below sets a guide and general rule of thumb for these standards.

If the IDA so indicates, there will be a period for performance testing in a production environment specific to the deliverables identified in the IDA. Prior to the performance period, the State, with the assistance of the Contractor, will perform user acceptance testing. Specifics of the performance period such as the timeframe, resources, support required, entrance and exit performance criteria, and standards of performance will be determined by the State, negotiated with the Contractor and incorporated in the IDA. The performance criteria in the IDA may be supplemented with relevant user manuals, technical materials and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the IDA. Acceptance of the Deliverable depends on a successful completion of the performance period defined in this section and the IDA. This section applies to the Deliverables defined in the IDA, and any part of it, as well as replacements or substitutes for the Deliverable after completion of a successful performance period.

If the Deliverable does not meet the standard of performance during the performance period, the State will document the issues in a timely manner and in a useful and relevant form. Until the Contractor has demonstrably corrected all outstanding problems, the performance period will not restart and the Deliverable (or part thereof) will not be accepted. The performance period will continue on a day-by-day basis until the standard of performance and exit criteria are met. The Contractor will not be compensated until the Deliverable is accepted and any additional cost associated with the iterations required to obtain acceptance are the responsibility of the Contractor.

If the Work fails to meet the standard of performance and exit criteria during the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the IDA.

The Work may have components that can be tested for acceptance individually. If so, there may be acceptance criteria listed in the IDA for each Deliverable that will be independently tested and accepted. But, unless the IDA expressly provides otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Deliverable. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Deliverable that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee.

All IDAs must contain the following information, at a minimum:

- The designated interval length for each IDA.
- Goals and Objectives for the interval.
- Deliverables to be completed or partially completed during the interval. This will include, but not be limited to:
  - Deliverable Name;
  - Description of Deliverable including tasks or milestones to be completed;
  - Detailed acceptance criteria and standards of performance;
  - State dependencies identified by the Contractor for successful completion of the Deliverable;
  - Deliverable Due Date;
  - Risks associated with delays and incomplete Deliverables; and
  - Fixed pricing for each Deliverable based on staffing requirements (services to be performed, identification of Contractor staff resource by name and position, number of hours allocated to the task for each assigned position, individual hourly rate for each Contractor resource assigned to a task, etc.).

The State may identify tasks and services that will be billed on a time and material basis. The State does not anticipate a need for time and material services for this Project, however in the event that time and materials work is appropriate, at the sole discretion of the State, the following information, at a minimum, must be provided in the IDA:

- Name, title, identification of the employer (prime or subcontractor) and number of staff;
- Staff work hours with any known exceptions noted;
- Description of the work to be performed by the Contractor;
- Specific Contractor resources assigned;
- Individual rate for each Contractor resource assigned;
- Projected number of Contractor hours allocated (per resource);
- Dates covered in the work;
- Dependencies;
- Management or staffing issues;
- Standards of performance; and
- Work Breakdown Schedule (WBS) for all Work in the IDA.

In addition, the following information may also be required:

- Staffing Issues
- Required work related travel and training.

It is the Contractor's responsibility to provide qualified professionals to meet the goals, tasks, and objectives of each IDA.

The State's intent is for all IDAs to be developed and negotiated in partnership between the State and the Contractor, with each having a vested interest in its success. In the event that the State and the Contractor are unable to negotiate an IDA, the State, at the discretion of BWC Executive Management may request mediation.

## **PART TWO: SPECIAL PROVISIONS**

**Submittal of Deliverables** - The Contractor must provide deliverables in a timely and professional manner that meets agreed up schedules. The Contractor must provide the required Deliverables no later than the due dates proposed in the RFP or included in the Contractor's Project Plan as approved by the State. At the time of delivery the Contractor must submit the Deliverable in a format acceptable to the State. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Project Manager. (See Attachment Nine of the RFP.)

By submitting a Deliverable, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor must provide all Deliverables to the Project Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the Project Plan.

If the State determines that a Deliverable is not in compliance, the Project Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit the Deliverable to the Project Representative within five business days or mutually agreed upon schedule.

If the State agrees the Deliverable meets requirements, the Project Representative will indicate that by signing the Deliverable Submittal Form and returning a copy of it to the Contractor. In addition, if the Project Representative or designee determines that the State should make a payment associated with the Deliverable, the Project Representative will indicate that the payment should be made on the Deliverable Submittal Form.

State authorization for payment and the payment itself do not indicate the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project.

Status reports are not subject to a review and approval process.

**The Contractor's Fee Structure.** The Contract award will be for a not-to-exceed fixed price, payable in accordance with the schedule below:

Accepted Payment Milestones	Payment
<b>Project Management</b>	
Kickoff Meeting	5%
Updated Project Plan	
Communication Approach	
Knowledge Transfer Approach	
Issue and Risk Management Approach	
Change Request Review and Approval Process	
<b>MITA Training</b>	
Overall Training Plan	3%
Training session for approximately (30) State staff, including ODM executive management team.	
Training/work session for up to ten (10) MITA State Project team members	
<b>Medicaid Business Process Review</b>	
Evaluation of the Current As-Is Landscape	2%
Recommendations on Modifications/Enhancements to Business Processes	2%
Identification of the To-Be Environment and Documentation of Findings	2%
Complete Assessment of Compliance with Seven Conditions and Standards	2%
Medicaid Business Process MITA Roadmap and Documentation Activities	2%
<b>MITS Assessments</b>	
MITS 1.0 to MITS 3.0 Crosswalk	1%
MITS Self-Assessment of Maturity Curve	2%
Recommendations on Modifications/Enhancements to Business Processes	2%
Business Architecture SS-A – As-Is and To Be Assessments	4%
Information Architecture SS-A – As-Is and To-Be Assessments	4%
Technical Architecture SS-A – As-Is and To-Be Assessments	4%
Gap Analysis (As-Is to To-Be)	2%
Complete Assessment of Compliance with Seven Conditions and Standards (including cost)	4%
MITA Roadmap and Documentation of Activities	3%
<b>Ancillary Systems Assessments</b>	
Summary of Ancillary Systems, Functions and Interfaces	2%
Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures).	10%
Complete Assessment of Compliance with Seven Conditions and Standards (including cost)	5%
MITA Roadmap and Documentation of Activities	3%
<b>Interfaces and Interactions with the IE BI System</b>	
Evaluation of the interface(s) between MITS ancillary applications to MITS and the IE BI system to assess compliance the seven conditions and standards	5%
Documented analysis of business process interactions, workflows, and data-flows between MITS, ancillary applications to MITS and the IE BI and its compliance with MITA requirements	2%

Accepted Payment Milestones	Payment
Recommendations on Modifications/Enhancements to Business Processes	2%
Updates to MITS and Ancillary Systems SS-A Artifacts	1%
<b>Overall MITA Roadmap</b>	
Overall MITA Roadmap	10%
<b>Overall Concept of Operations (COO)</b>	
COO that includes MITS, Ancillary Systems, and IE BI	10%
High-Level Business Workflows for MITS, Ancillary Systems, and IE BI	5%
<b>Project Close Out</b>	
Project Close Out Certification	1%

Upon receipt of a signed Deliverable Submittal Form (Attachment Nine) indicating the State agrees that the Deliverable identified in the work breakdown structure is compliant or that the Contractor has met an applicable milestone and payment should be made, the Contractor may submit an invoice for that Deliverable or milestone, according to the Fee Structure identified above.

**Reimbursable Expenses.** None.

**Bill to Address.**

Ohio Department of Medicaid  
50 W. Town St.  
Columbus, Ohio 43215

**Location of Data.** All data accessed or utilized for this project is the property of ODM and is not to be transported outside of ODM network or facilities. This applies to all project documentation and any Medicaid data. The contractor may supply and use their own laptops and must use data encryption on the storage device and employ safe guards to ensure security of data. In addition, if using portable storage devices to transfer documentation or data between any computing devices the device must use encryption and employ security measures to protect the data.

## ATTACHMENT THREE: REQUIREMENTS FOR PROPOSALS

**Proposal Format.** These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. The offeror's proposal submission must be submitted using the Microsoft Word version of the RFP to provide an **in-line response** to the RFP. An identifiable tab sheet must precede each section of the Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Offeror responses should use a consistent contrasting color (**blue** is suggested to contrast with the black text of this document) to provide their response to each requirement so that the offeror response is readily distinguishable to the State. Below is an example of the required format for responding to the RFP requirements. To aid offerors in the creation of the most favorable depiction of their responses, alternative formats are acceptable that use *typefaces*, **styles** or **shaded backgrounds**, so long as the use of these formats are consistent throughout the offerors response and readily distinguishable from the baseline RFP. Alterations to the State provided baseline RFP language is strictly prohibited. The State will electronically compare offeror responses to the baseline RFP and deviations or alterations to the State's RFP requirements may result in a rejection of the offeror's Proposal.

To ensure that each Proposal addresses the required Scope of Work (Attachment Two) and required sections of the Proposal format (Attachment Three), offerors must address each RFP requirement by section and sub-section heading and provide the offeror's proposed solution or response to the requirement by section and subsection **in-line** using the provided Microsoft Word version of this RFP.

Additionally, offerors must include the entire content of Attachment Four as a single section in their proposal. **Offerors must include a statement at the beginning of the section** indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

**Example of acceptable in-line section response (in italics below):**

***Assumptions.** The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.*

***Offeror Response:** Offeror describes how it will address the Assumptions section within the Proposal.*

Each Proposal must respond to every request for information in this attachment and Attachment 2 whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the Proposal to be rejected.

Each Proposal must contain the following ***tabbed sections in the in-line response:***

**Technical Proposal**

- Vendor Information Form (OBM-5657)
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Offeror Profile Summary Form
- Staffing Plan
- Assumptions
- Work Plan
- Support Requirements
- Proposed Solution
- Proof of Insurance

Payment Address  
Legal Notice Address  
W-9 Form  
Standard Affirmation and Disclosure Form (EO 2011-12K)  
Attachment Four Acceptance

**Cost Proposal** (separate sealed package)  
Cost Summary

**Vendor Information Form.** The offeror must submit a signed and completed Vendor Information Form (OBM-5657). The form is available at <http://ohiosharedservices.ohio.gov/VendorsForms.aspx>.

**Subcontractor Letters.** For each proposed subcontractor, the offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

1. The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
2. The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A description of the work the subcontractor will do;
4. A commitment to do the work if the offeror is selected; and
5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

**Offeror Certification Form.** The offeror must complete Attachment 6, Offeror Certification Form.

**Offeror Description.** Each Proposal must include a description of the offeror's capability, capacity, and experience providing business process reengineering and organization change management services. Additionally, the offeror must describe its experience with HHS programs (e.g., Medicaid and Medicare, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), other public assistance programs, etc.).

The description must also include the date the offeror was established, its leadership, number of employees, number of employees dedicated to business process reengineering and organization change management engagements, number of employees the offeror will engage in tasks directly related to the Project, and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

**Offeror Profile Summary Form.** This RFP includes an Offeror Profile Summary Form as an attachment. The offeror must use this form and fill it out completely to provide the required information.

**The Offeror Profile Summary Form contained in this document has been customized for the applicable offeror requirements. (Refer to Attachment Seven.) Each page of the form may contain minor variations. If an offeror elects to duplicate the form electronically, the offeror must carefully review each page of the form to ensure that it has been copied accurately. Failure to duplicate the form exactly may lead to the rejection of the offeror's Proposal.**

Each offeror must meet all the mandatory requirements in the RFP. If an offeror does not meet all the mandatory requirements, the State may reject the offeror's Proposal as non-responsive.

The various sections of the Offeror Profile Summary Forms are described below:

**Mandatory Experience and Qualifications.** The offeror must complete this section to demonstrate that it has the experience needed to meet the RFP's mandatory requirements. (Refer to Attachment Seven.) For each reference, the offeror must provide the following information:

- **Contact Information.** The offeror must provide a client contact name, title, phone number, email address, company name, and mailing address. The offeror also must include the same information for an alternate client contact, in case the State cannot reach the primary contact. Failure to provide this information or providing information that is inaccurate or out of date may result in the State not including the reference in the evaluation process or rejecting the offeror's Proposal. The contact information given must be for a person within the client's organization and not a co-worker or a contact within the offeror's organization, subsidiaries, partnerships, etc.
- **Project Name.** The offeror must provide the name or title for the project from which it obtained the mandatory experience.
- **Dates of Experience.** The offeror must complete this area with a beginning month and year and an ending month and year to show the length of time the offeror performed the work, not just the length of time the offeror was engaged by the reference.
- **Description of the Related Service Provided.** The State will not assume that, since the experience requirement is provided at the top of the page, all descriptions on that page relate to that requirement. The offeror must reiterate the experience being described, including the capacity in which the work was performed and the role of the offeror on the Project. It is the offeror's responsibility to customize the description to clearly substantiate the qualification.
- **Description of how the related service shows the offeror's experience, capability, and capacity to develop the Deliverables and do the Work.**

The offeror must list each project experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

**Required Experience and Qualifications.** The offeror must complete this section to demonstrate that it meets the requirements for experience. For each reference, the offeror must provide the information in the same manner as described above.

**THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET THE MANDATORY QUALIFICATIONS OR EXPERIENCE. THIS MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR.**

**If subcontractors are proposed to meet Offeror Requirements, it is desirable that the offeror and proposed subcontractor(s) have experience working together in previous engagements for similar work described in the RFP.**

**Staffing Plan.** The offeror must provide a staffing plan that identifies all the personnel by position that the offeror proposes and that are required to do the Project. The staffing plan must show each individual's role and responsibilities on the Project. In addition, the plan must have the following information:

- A matrix matching each team member to the staffing requirements (including years of experience and related projects for each requirement) in this RFP.
- An organizational chart including any subcontractors and key management and administrative personnel assigned to this project
- A minimum of two references for each named Key Project Personnel;
- A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s);
- The number of people onsite at the State location at any given time to allow the State to plan for the appropriate workspace; and
- A statement and a chart that clearly indicate the time commitment of the proposed Project Manager and the offeror's proposed team members including Key Project Personnel for this Project during each phase of the Project. The offeror also must include a statement indicating to what extent, if any, the Project Manager or other Key Project Personnel may work on other

projects or assignments unrelated to the Project during the term of the Contract. The State may reject any Proposal that commits the proposed Project Manager or any proposed Key Project Personnel to other projects during the term of the Project, if the State believes that any such commitment may be detrimental to the offeror's performance.

In addition, the offeror's proposal must identify all Key Project Personnel who will provide services as part of the resulting Contract. The State has identified the key positions in the Roles and Responsibilities section in Attachment Two. The State expects that the proposed named Key Project Personnel (Project Manager, Business Lead, Technical Lead and Technical Writer) will be available as proposed to work on the Project. Resumes for the proposed candidates must be provided for all Key Project Personnel. Representative resumes are **not** acceptable. The resumes will be used to supplement the descriptive narrative provided by the offeror regarding their proposed project team.

The resume (4-page limit per resume) of the proposed Key Project Personnel must include:

- Proposed Candidate's Name
- Proposed role on this Project
- Listings of completed projects that are comparable to this Project or required similar skills based on the person's assigned role/responsibility on this Project. Each project listed should include at a minimum the beginning and ending dates, client/company name for which the work was performed, client contact information for sponsoring Directors, Managers or equivalent level position (name, phone number, email address, company name, etc.), project title, project description, and a detailed description of the person's role/responsibility on the project.
- Education
- Professional Licenses/Certifications/Memberships
- Employment History

In addition to providing a resume, the offeror must provide a detailed narrative highlighting why the proposed Key Project Personnel possesses the necessary experience, education, training and professional certifications to successfully perform their assigned role/responsibility on the Project. The offeror must specifically address the required and desirable qualifications for each Key Project Personnel contained in the Roles and Responsibilities section in Attachment Two.

**Assumptions.** The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may reject the Proposal. No assumptions may be included regarding negotiation, terms and conditions, or requirements.

**Project Plan.** The Project Plan must address how the offeror will meet Project tasks, Deliverables and milestones. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done properly. The State seeks insightful responses that describe proven, state-of-the-art methods.

The Project Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will meet Project requirements.

At a minimum, the offeror's Project Plan must include the following:

1. High level description of how the offeror will guide Project execution;
2. Documented planning assumptions and decisions;
3. Scope statement that includes the Project objectives and the Project Deliverables and milestones;
4. Work breakdown structure as a baseline. The work breakdown structure must show the elements at a level of detail that demonstrates the offeror's understanding of the effort required to do the work. The Project elements must include, at a minimum, scope definition,

- requirements gathering, design, development, conversion, testing, benchmarking, implementation, training, and transition, as applicable;
- a. Define who is assigned responsibility for each Deliverable within the work breakdown structure;
5. Project Schedule for all Project tasks, Deliverables and milestones;
    - a. The offeror must provide the Project schedule as a Microsoft Project Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The offeror must provide start and end dates for Deliverables and milestones and related tasks;
  6. Definition of the review processes for each milestone and Deliverable (e.g. SAR review) and a description of how the parties will conduct communication and status review;
  7. The critical success factors for completing the Project; and
  8. If the offeror chooses to use subcontractors, this part of the offeror's Proposal must describe its approach to managing its subcontractors effectively.

In addition, the offeror must fully describe in narrative form its approach, methods, and specific work steps for doing the work on this Project and producing the Deliverables (through the inline response with emphasis on each phase, milestone, task and Deliverable described). The State seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the Project. The offeror must indicate how its proposed solution meets all elements of the Scope of Work included in Attachment Two of this RFP.

**Support Requirements.** The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;
- Assistance from State staff and the experience and qualification levels required; and
- Other support requirements.

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unable or unwilling to meet the requirements.

**Proposed Solution.** The offeror must fully describe in detail its proposed solution for performing the SS-As and Medicaid Ancillary System Assessments described in the Scope of Work included in Attachment Two of this RFP.

The offeror may not simply state that they are capable of performing SS-As and Medicaid Ancillary System Assessments. The offeror must provide a written narrative that documents that the offeror understands the business and technical objectives and requirements of this RFP and how their proposed solution will meet the objectives and requirements of this RFP.

The requirements provided in this RFP are high-level; the State expects that offerors with experience conducting SS-As and Medicaid Ancillary System Assessments will understand the desired outcomes from CMS requirements and explain their proposed solution in sufficient detail.

In addition, the proposed solution must:

- Demonstrate the offeror's ability to conduct the SS-A per the MITA State Self-Assessment Companion Guide;
- Describe the offeror's approach to business process re-engineering and organizational change management;
- Demonstrate the offeror's understanding of the CMS seven conditions and standards including the MITA framework and its three major sub-architectures – business, information, and technical; and

- Demonstrate the offeror's knowledge of and experience in Medicaid and the laws and regulations affecting its operations. Any Ohio-specific knowledge and experience should be described.

The State's expectation is that the Contractor will draw on its previous experience executing similar projects as well as best practices to suggest a strategy.

**Proof of Insurance.** The offeror must provide the certificate of insurance required by Attachment Four. The policy may be written on an occurrence or claims made basis.

**Payment Address.** The offeror must give the address to which the State should send payments under the Contract.

**Legal Notice Address.** The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

**W-9 Form.** The offeror must complete the attached W-9 form in its entirety. The offeror must submit at least one originally signed W-9. All other copies of a Proposal may contain copies of the W-9. The offeror must indicate on the outside of the binder which Proposal contains the originally signed W-9.

**Standard Affirmation and Disclosure Form (EO 2011-12K).** The offeror must complete and sign the Affirmation and Disclosure Form (Attachment Eight) as part of its Proposal.

**Acceptance of Attachment Four – General Terms and Conditions.** Offerors must include the entire content of Attachment Four as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and conditions contained in Attachment Four.

The State may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP.

**Cost Summary.** This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the Cost Summary Form in the exact format provided, since the State may reject any Proposal with a reformatted Cost Summary Form or that is not separately sealed. (See: Part Three: General Instructions, Proposal Submittal.)

The Cost Summary Form must not include exceptions, additional terms and conditions, or assumptions.

The offeror's total cost for all the Work must be represented as the not-to-exceed fixed price.

**The State will not be liable for or pay any costs that the offeror does not identify in its Proposal.**

## ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

### PART ONE: PERFORMANCE AND PAYMENT

**Statement of Work.** The selected offeror's proposal (the "Proposal") and the State's Request for Proposals (the "RFP"), which are collectively referred to as the "RFP Documents", are a part of this contract (the "Contract") and describe the work (the "Work") the selected offeror (the "Contractor") must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Work in a professional, timely, and efficient manner and must provide the Deliverables in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Work.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Work and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Work, and the Contractor must comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Work and will not amend or alter the scope of the Work.

**Term.** Unless this Contract is terminated or expires without renewal, it will remain in effect until the Work is completed to the satisfaction of the State and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2015. The State may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Work continues, subject to the State's approval. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State pays for before or after termination or limit the State's rights in such.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Work has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or reaching certain milestones in the Work. The Contractor must make those deliveries, meet those milestones, and complete the Work within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the Suspension and Termination Section contained in Part II of this Attachment Four.

But the State also may have certain obligations to meet. Those obligations, if any, also are listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Work. The Contractor must deliver any such notice to both the Work Representative and Procurement Representative and title the notice as a "Notice of State Delay." The notice must identify any delay in detail, as well as the impact the delay has or will have on the Work. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as

a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete solution to what the Work is intended to accomplish, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's not-to-exceed fixed price. All required components and processes for the Work to be complete and useful to the State are included in the Work and the not-to-exceed fixed price, unless the RFP expressly provides otherwise.

**Compensation.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to-exceed" amount in the RFP Documents without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Work or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Work tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the "bill to" address in the RFP Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Project Manager, the Contractor's executive responsible for the Work, the Work Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted all the Work and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

**Reimbursable Expenses.** The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, Section 126.31 of the Revised Code. The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents.

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's Work Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

**Right of Offset.** The State may set off the amount of any Ohio tax liability or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this or other contracts, against any payments due from the State to the Contractor under this or any other contracts with the State.

**Certification of Funds.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate State entities;
- (c) If required, the Controlling Board of Ohio approves this Contract; and
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.

**Employment Taxes.** All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees or contractors of the State, that the State is the "joint employer" or "co-employer" of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

**Sales, Use, Excise, and Property Taxes.** The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Work, such will be the sole and exclusive responsibility of the Contractor. And the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

## **PART TWO: WORK AND CONTRACT ADMINISTRATION**

**Related Contracts.** The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State, such that the Work under this Contract duplicates the work done or to be done under the other State contracts.

**Other Contractors.** The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) efforts for the Work. The Contractor must fully cooperate with all other contractors and State employees and coordinate its Work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State's employees. Further, the Contractor must fully cooperate with any IV&V contractor assigned to the Work. Such cooperation includes expeditiously providing the IV&V

contractor with full and complete access to all Work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Work, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. The Contractor must include the obligations of this provision in all its contracts with its subcontractors for the Work.

**Subcontracting.** The Contractor may not enter into subcontracts related to the Work after award without written approval from the State. But the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Work in a timely and professional manner. The Contractor must hold the State harmless for and must indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. And the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

**Record Keeping.** The Contractor must keep all financial records in accordance with generally accepted accounting principles consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. And the Contractor must keep all Work-related records and documents at its principal place of business or at its office where the work was performed.

**Audits.** During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Work. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Work.

**Insurance.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where any portion of the Work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy

also must be endorsed to include a waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate  
\$ 2,000,000 Products/Completed Operations Aggregate  
\$ 1,000,000 Per Occurrence Limit  
\$ 1,000,000 Personal and Advertising Injury Limit  
\$ 100,000 Fire Legal Liability  
\$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

**Replacement Personnel.** If the RFP Documents contain the names of specific people who will do the Work, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor must use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor may not remove those people from the Work without the prior, written consent of the State, except as provided below.

The Contractor may remove a person listed in the RFP Documents from the Work, if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

If the Contractor removes a person listed in the RFP Documents from the Work for any reason other than those specified above, the State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30 day cure period, this Contract will terminate immediately for cause, and the State will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The Contractor must have qualified replacement people available to replace any people listed in the RFP Documents by name or identified as a key individual on the Work. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor must submit the resumes for two replacement people to the State for each person removed or who otherwise becomes unavailable. The Contractor must submit the two resumes, along with such other information as the State may reasonably request, within five business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason. Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP Documents, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In any such case, the State will have the following options:

- (a) The State may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the Contractor failed to provide the applicable notice, failed to provide the two replacement candidates, or the date the State rejected all candidates for cause and the date on which the Contractor affects a cure or the Contract expires without renewal or is terminated.
- (b) The State may terminate this Contract immediately for cause and without any cure period.

Should the State exercise its option under item (a) above, it nevertheless will be entitled anytime thereafter to exercise its option under item (b) above. Additionally, should the State terminate this Contract under this provision, it will be entitled to damages in accordance with the Suspension and Termination Section of this Contract due to the termination. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

The State may determine that the proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the effort of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines may provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP Documents, the State may terminate this Contract for its convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, the State will have the right to require the Contractor to remove any individual involved in the Work, if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable people. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name or as a key person in the RFP Documents.

**Suspension and Termination.** The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State also may terminate this Contract if the Contractor violates any law or regulation in doing the Work, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet

any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

Moreover, the State may terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Work. If a third party is providing funding for the Work, the State also may terminate this Contract should that third party fail to release any funds for the Work. The RFP Documents normally identify any third party source of funds for the Work, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all activity on the Work and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the Work completed at the date of termination, the percentage of the Work's completion, any costs incurred in doing the Work to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. But if the State determines that delivery in that manner would not be in its interest, then the State may designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Work that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount that the State determines it owes to the Contractor. The State will make that determination based on the lesser of the percentage of the Work completed or the hours of work performed in relation to the estimated total hours required to perform all the Work.

The State will have the option of suspending rather than terminating the Work, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Work rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Work after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the Work to continue rather than terminating this Contract after the

suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed Work.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Work just as is required by this Section in the case of termination. After suspension of the Work, the Contractor may not perform any Work without the consent of the State and may resume the Work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Work. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State may not suspend the Work for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

**Representatives.** The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Work Representative." The Work Representative will review all reports the Contractor makes in the performance of the Work, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Work. The Work Representative may delegate his or her responsibilities for individual aspects of the Work to one or more managers, who may act as the Work Representative for those individual portions of the Work.

The Contractor's Project Manager under this Contract will be the person identified on the RFP Documents as the "Project Manager." The Project Manager will be the Contractor's liaison with the State under this Contract. Additionally, the Project Manager will conduct all Work meetings and prepare and submit to the Work Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Project Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Work.

**Work Responsibilities.** The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will use the equipment and facilities on an "as is" basis.

The Contractor must assume the lead in the areas of management, design, and development of the Work. The Contractor must coordinate the successful execution of the Work and direct all Work activities on a day-to-day basis, with the advice and consent of the Work Representative. The Contractor will be responsible for all communications regarding the progress of the Work and will discuss with the Work Representative any issues, recommendations, and decisions related to the Work.

If any part of the Work requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed.

After the installation is complete, the Contractor must complete an installation letter and secure the signature of the Work Representative certifying that installation is complete and the Work, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Work Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Work and maintaining them throughout the duration of this Contract.

**Changes.** The State may make reasonable changes within the general scope of the Work. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Work, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Work, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Work not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Work, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change). Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Work or replacing one part of the Work with the change, the State will get a credit for the work no longer required under the original scope of the Work. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Work, as provided in the RFP Documents.

**Excusable 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 delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

**Independent Status of the Contractor.** The parties are independent of one another, and the Contractor's Personnel may act only in the capacity of representatives of the Contractor and not as representatives of the State. Further, the Contractor's Personnel will not be deemed for any purpose to be employees, representatives, or agents of the State. The Contractor assumes full responsibility for the actions of the Contractor's Personnel while they are performing under this Contract and will be solely responsible for paying the Contractor's Personnel (including withholding, and paying income taxes and social security, workers' compensation, disability benefits and the like). The Contractor may not commit, and is not authorized to commit, the State in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

**Publicity.** The Contractor may not advertise or publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing.

### **PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

**Confidentiality.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret, if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information must be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor may not disclose any Confidential Information to third parties and must use it solely to do the Work. The Contractor must restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Work. The Contractor will be liable for the disclosure of such information, whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor must cause all of its Personnel who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) except as provided in the next paragraph, is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but the Contractor first must obligate them to the requirements of this section.

**Confidentiality Agreements.** When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

**Ownership of Deliverables.** The State owns all Deliverables that the Contractor produces under this Contract, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance. The State will not be obligated to

provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for the State, the State is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by the State, unless the State has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards. Further, the State is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist the State in using the Deliverables that include source materials or that would help the State protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

**License in Commercial Material.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (6) of this section with respect to the software. The State will not use any Commercial Software except as provided in the six items below or as expressly stated otherwise in this Contract. The Commercial Software may be:

- (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;

- (4) Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract;
- (5) Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract; and
- (6) Used or copied for use in or transferred to a replacement computer.

Commercial Software delivered under this Contract is licensed to the State without disclosure restrictions unless it is clearly marked as confidential or secret. The State will treat any Commercial Software that is marked as confidential or secret as Confidential Information to the extent that such is actually the case.

#### **PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES**

**General Warranties.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Work fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Work. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

**GENERAL EXCLUSION OF WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESS WARRANTIES CONTAINED IN THIS CONTRACT.**

**Indemnity for Property Damage and Bodily Injury.** The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to tangible or real property arising out of the performance of this Contract, provided that such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability

to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

**Limitation of Liability.** Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

## **PART FIVE: ACCEPTANCE AND MAINTENANCE**

**Acceptance.** There will be a formal acceptance procedure for the Project Deliverables. Acceptance of the Project depends on a successful completion of the Project Deliverables defined in the RFP. If the Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Project Representative has issued a noncompliance letter, the Deliverables or the Work as a whole will not be accepted until the Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Project Representative will issue the acceptance letter within 15 calendar days or as mutually agreed to by the State and Contractor.

If the Project Deliverables fail to meet the requirements after 30 calendar days from the issue date of the noncompliance letter, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project Deliverables.

**Passage of Title.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

## **PART SIX: CONSTRUCTION**

**Entire Document.** This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous statements or agreements, whether oral or written.

**Binding Effect.** This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

**Amendments – Waiver.** No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

**Severability.** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

**Construction.** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**Headings.** The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

**Notices.** For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

**Continuing Obligations.** The terms of this Contract will survive the termination or expiration of the time for completion of Work and the time for meeting any final payment of compensation, except where such creates an absurdity.

**Time.** Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

## **PART SEVEN: LAW AND COURTS**

**Compliance with Law.** The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

**Drug-Free Workplace.** The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

**Conflicts of Interest.** None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Work to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

**Ohio Ethics Law and Limits on Political Contributions.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

**Security & Safety Rules.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

**Unresolved Finding for Recovery.** If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

**Equal Employment Opportunity.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the

affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>.

**Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

**Injunctive Relief.** Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

**Assignment.** The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

**Governing Law.** This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**ATTACHMENT FIVE  
SAMPLE CONTRACT**

**A CONTRACT BETWEEN  
THE DEPARTMENT OF ADMINISTRATIVE SERVICES  
ON BEHALF OF THE  
OHIO MEDICAID DEPARTMENT  
AND**

\_\_\_\_\_  
(CONTRACTOR)

**THIS CONTRACT**, which results from RFP #0A1116, entitled **OMD MITA Assessment**, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Medicaid Department, and \_\_\_\_\_ (the "Contractor").

This Contract consists of:

1. The one-page Contract (Attachment Five) in its final form;
2. The **OMD MITA Assessment** Negotiated Contract dated month, day, 2013 which includes the Best and Final Offer (BAFO);

The Contract is the result of agreed upon changes to the RFP its attachments and supplements including any written amendments to the RFP, any materials incorporated by reference in the RFP, the Contractor's Proposal, and written, authorized amendments and clarifications to the Contractor's Proposal. It also includes any purchase orders and Change Orders issued under the Contract.

Change Orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of \_\_\_\_\_, 2013, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

**TO SHOW THEIR AGREEMENT**, the parties have executed this Contract as of the dates below.

CONTRACTOR  
\_\_\_\_\_

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: **SAMPLE – DO NOT FILL OUT**  
NAME

By: \_\_\_\_\_  
ROBERT BLAIR

Title: \_\_\_\_\_

Title: DIRECTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT SIX  
OFFEROR CERTIFICATION FORM**

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that it will not and will not allow others to perform work for the State of Ohio outside the geographic limitations contained in Attachment Two or take data that belongs to the State of Ohio outside the geographic limitations contained in Attachment Two without express written authorization from the State.
3. The offeror certifies that its responses to the following statements are true and accurate. The offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause.
	The offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the offeror’s performance under the Contract, and the best interest of the State.

4. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

<b>Potential Conflicts (by person or entity affected)</b>

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

5. The offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
6. The offeror certifies that its regular, fulltime employees will perform at least 30% of the Work.
7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work:


The offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use to do the Work.

Please provide the following information for a contact person who has authority to answer questions regarding the offeror's Proposal:

Name:	
Title:	
Mailing Address:	
Office Phone Number:	
Cell Phone Number:	
Fax Number:	
Email Address:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company D-U-N-S Number





**ATTACHMENT SEVEN  
OFFEROR PROFILE SUMMARY**

**OFFEROR REQUIREMENTS**

**OFFEROR REQUIREMENT:** The offeror or subcontractor must demonstrate experience providing IT technical and information architecture planning and design services in the Medicaid industry on a minimum of two projects for a government (state or federal) entity.

Indicate if this reference is for the offeror or subcontractor:

If subcontractor is proposed describe any previous working relationship with the offeror for the reference:

<b>Government Agency Name:</b>			<b>Government Agency Contact Name:</b> (Indicate Primary or Alternate)		
			<b>Government Agency Contact Title:</b>		
<b>Government Agency Address:</b>			<b>Government Agency Contact Phone Number:</b>		
			<b>Government Agency Contact Email Address:</b>		
<b>Project Name:</b>		<b>Beginning Date of Experience:</b>		<b>Ending Date of Experience:</b>	
		Month/Year		Month/Year	
<b>Describe related service provided:</b>					
<p>Describe how the related service demonstrates the offeror's experience, capability, and capacity to develop the Deliverables or to complete the Work:</p>					

**ATTACHMENT EIGHT**  
**STANDARD AFFIRMATION AND DISCLOSURE FORM, INCLUDING EXECUTIVE ORDER 2011-12K**



**JOHN R. KASICH**  
GOVERNOR  
STATE OF OHIO

**Executive Order 2011-12K**

Governing the Expenditure  
of Public Funds for Offshore Services

**WHEREAS**, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

**WHEREAS**, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

**WHEREAS**, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

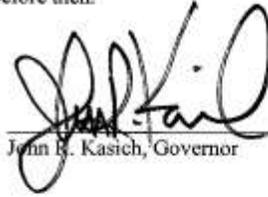
**NOW THEREFORE**, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
  - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.

- ii. Require service providers or prospective service providers to:
    - 1. Affirm that they understand and will abide by the requirements of this Order.
    - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
    - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
    - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
    - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
  - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
  - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
  - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
  - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.



  
John E. Kasich, Governor

ATTEST:

\_\_\_\_\_  
Jon Husted, Secretary of State

**DEPARTMENT OF ADMINISTRATIVE SERVICES STANDARD AFFIRMATION AND DISCLOSURE FORM**  
**EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work.

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This information is to be submitted as part of the response to any of the procurement methods listed.

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Name/Principal location of business of Contractor:

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

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

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

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

2. Name/Location where services will be performed by Contractor:

\_\_\_\_\_  
(Name) (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:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(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)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(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)

**ATTACHMENT NINE  
SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM**

<b>Client Name:</b>	[Insert Client Name]
<b>Project Name:</b>	[Insert Project Name]
<b>Contract Number:</b>	[Insert Contract Number]
<b>Deliverable To Be Reviewed or Milestone Attained:</b>	[Insert Deliverable/Milestone Name and Work Breakdown Structure Task #]
<b>Date Deliverable Submitted for Review or Milestone Achievement Date:</b>	[Insert Applicable Date]

The [insert Deliverable/milestone name] Deliverable/milestone is complete. This Deliverable/milestone has been completed/attained by [insert Corporate name] in accordance with the requirements specified in the RFP and Project Plan. Please obtain signatures below indicating the compliance of [insert Deliverable/milestone name]. Please obtain all signatures within **XX** calendar days of the Submitted or Achievement Date, above, [insert date **XX** calendar days from submitted date].

Please contact \_\_\_\_\_ at XXX-XXX with any questions.

Sincerely,

[Insert Company Name]  
[Insert Project Name] Project Manager

\_\_\_\_\_  
Printed Name  
Contractor Project Manager  
{Same as person signing above}

<p><b>COMPLIANT:</b> Deliverable Payment Authorized:    Yes _____ No _____ N/A _____</p> <p>_____</p> <p><b>Signature of State Project Representative/Date</b></p>
--

<p><b>NOT COMPLIANT:</b> Describe reason(s) for non-compliance: (Continue on back if necessary)</p> <p>_____</p> <p><b>Signature of State Project Representative/ Date                      Payment <u>Not</u> Authorized</b></p>
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**ATTACHMENT TEN  
COST SUMMARY**

Offerors must complete the table below. In addition, offeror must base the proposed Not-to-Exceed Fixed Price on the number of iterations and releases proposed to address the scope of work described in the RFP.

Deliverable	Fixed Cost
<b>Project Management</b>	
1. Kickoff Meeting	\$
2. Updated Project Plan	\$
3. Communication Approach	\$
4. Knowledge Transfer Approach	\$
5. Issue and Risk Management Approach	\$
6. Change Request Review and Approval Process	\$
7. Monthly Status Reports	
<b>MITA Training</b>	
8. Overall Training Plan	\$
9. Training session for approximately (30) State staff, including ODM executive management team.	\$
10. Training/work session for up to ten (10) State MITA Project team members	\$
<b>Medicaid Business Process Review</b>	
11. Evaluation of the Current As-Is Landscape	\$
12. Recommendations on Modifications/Enhancements to Business Processes	\$
13. Identification of the To-Be Environment and Documentation of Findings	\$
14. Complete Assessment of Compliance with Seven Conditions and Standards	\$
15. Medicaid Business Process MITA Roadmap and Documentation Activities	\$
<b>MITS Assessments</b>	
16. MITS 1.0 to MITS 3.0 Crosswalk	\$
17. MITS Self-Assessment of Maturity Curve	\$
18. Recommendations on Modifications/Enhancements to Business Processes	\$
19. Business Architecture SS-A – As-Is and To Be Assessments	\$
20. Information Architecture SS-A – As-Is and To-Be Assessments	\$
21. Technical Architecture SS-A – As-Is and To-Be Assessments	\$
22. Gap Analysis (As-Is to To-Be)	\$
23. Complete Assessment of Compliance with Seven Conditions and Standards (including cost)	\$
24. MITA Roadmap and Documentation of Activities	\$
<b>Ancillary Systems Assessments</b>	
25. Summary of Ancillary Systems, Functions and Interfaces	\$
26. Detailed analysis for each ancillary system, including application rationalization across all domains (i.e. business, information and technical architectures).	\$

Deliverable	Fixed Cost
27. Complete Assessment of Compliance with Seven Conditions and Standards (including cost)	\$
28. MITA Roadmap and Documentation of Activities	\$
<b>Interfaces and Interactions with the IE BI System</b>	
29. Evaluation of the interface(s) between MITS ancillary applications to MITS and the IE BI system to assess compliance the seven conditions and standards	\$
30. Documented analysis of business process interactions, workflows, and data-flows between MITS, ancillary applications to MITS and the IE BI and its compliance with MITA requirements	\$
31. Recommendations on Modifications/Enhancements to Business Processes	\$
32. Updates to MITS and Ancillary Systems SS-A Artifacts	\$
<b>Overall MITA Roadmap</b>	
33. Overall MITA Roadmap	\$
<b>Overall Concept of Operations (COO)</b>	
34. COO that includes MITS, Ancillary Systems, and IE BI	\$
35. High-Level Business Workflows for MITS, Ancillary Systems, and IE BI	\$
<b>Project Close Out</b>	
36. Project Close Out Certification	\$
<b>Total Not To Exceed Fixed Cost</b>	\$

**ATTACHMENT TEN**

**COST SUMMARY RATE CARD (continued)**

**Rate Card.** The following table lists the positions that may be used in the IDAs. The offeror must provide its most competitive rates for the identified positions. The hourly rate column will be multiplied by the “Weight Value” to determine the Rate Card evaluation cost total.

<b>Position Title</b>	<b>Hourly Rate</b>		<b>Weight Value</b>	<b>Total Cost For Evaluation</b>
<b>Project Manager</b>	\$	X	5	\$
<b>Technical Lead</b>	\$	X	5	\$
<b>Business Lead</b>	\$	X	5	\$
<b>Trainer</b>	\$	X	5	\$
<b>Information Architect</b>	\$	X	5	\$
<b>Senior Analyst (Business, Process or System)</b>	\$	X	3	\$
<b>Analyst (Business, Process or System)</b>	\$	X	1	\$
<b>Technical Writer</b>	\$	X	1	\$
<b>Rate Card Evaluation Total</b>				\$

# SUPPLEMENTAL INFORMATION HEADER

The following pages contain supplemental information for this competitive document. The supplemental information is contained between this header and a trailer page. If you receive the trailer page, all supplemental information has been received.

If you do not receive the trailer page of this supplement, use the inquiry process described in the document to notify the Procurement Representative.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in the supplements.

# **Supplement One**

**W-9**

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Payments you receive will be subject to backup withholding if:**

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

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

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

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

### **Specific Instructions**

#### **Name**

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

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

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

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

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

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

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

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

#### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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

# **Supplement Two**

## **Business Associates Agreement**

**OHIO DEPARTMENT OF MEDICAID  
SAMPLE DATA SHARING AND CONFIDENTIALITY AGREEMENT**

This agreement is entered into by and between the Party 1 and Party 2

**ARTICLE I- PURPOSE AND LEGAL AUTHORITY**

This Agreement is entered into by PARTY1 and PARTY2 for the sole purpose of providing that PARTY2 employees, contractors, or sub-contractors, with access to protected health information, in connection with work to be performed by PARTY2 under separate agreements with PARTY1, comply with the federal law cited below. The purpose of this agreement is to define the responsibilities of PARTY2 with respect to the information received or otherwise accessed in connection with work to be performed by PARTY2 under separate agreement. The underlying agreements between the parties are for the purposes of PARTY2 providing support to PARTY1 in the PROJECT DESCRIPTION.

PARTY1 releases this information under authority contained in 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e) and 164.504.

**Article II - BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA**

- A. Definitions. 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 shall prevail.
1. HIPAA means the Health Insurance Portability and Accountability Act of 1996, The American Recovery and Reinvestment Act of 2009 (ARRA) and any other related federal statutes and regulations
  2. Covered Entity means a health plan, a health care clearinghouse, or health care provider. (45 C.F.R. 160.103)
  3. Business Associate means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of Protected Health Information. (45 C.F.R. 160.103)
  4. Protected Health Information (hereinafter PHI) means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA, ARRA, and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 C.F.R. 164.501 and any amendments thereto. (45 C.F.R. 164.501)
- B. PARTY2 acknowledges that PARTY1 is a Covered Entity under HIPAA. PARTY2 further acknowledges that PARTY2 is a Business Associate of PARTY1, and, in carrying out the work described in this and other Agreements, that PARTY2 agrees to comply with all of the following provisions:

1. Permitted Uses and Disclosures. PARTY2 shall not use or disclose PHI except as provided in this Agreement or as otherwise permitted under HIPAA regulations, ARRA or other applicable law.
2. Safeguards. PARTY2 shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of PARTY1.
3. Reporting of Disclosures. PARTY2 shall promptly report to PARTY1 any knowledge of uses or disclosures of PHI that are not in accordance with this Agreement or applicable law. In addition, in as timely a manner as practicable, PARTY2 shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
4. Agents and Subcontractors. PARTY2 shall ensure that all its agents and subcontractors that receive PHI from or on behalf of PARTY2 and/or PARTY1 agree to the same restrictions and conditions that apply to PARTY2 with respect to the use or disclosure of PHI.
5. Accessibility of Information. PARTY2 shall make available to PARTY1 such information as PARTY1 may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA, ARRA, PPACA, and any other applicable regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. 164.524 and 164.528 and any amendments thereto.
6. Amendment of Information. PARTY2 shall make PHI available to PARTY1 so that PARTY1 may fulfill its obligations pursuant to HIPAA to amend the information. As directed by PARTY1, PARTY2 shall also incorporate any amendments into the information held by PARTY2 and shall ensure incorporation of any such amendments into information held by PARTY2 agents or subcontractors.
7. Disclosure. PARTY2 shall make available to PARTY1 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 PARTY1, or created or received by PARTY2 on behalf of PARTY1. Such access is for the purpose of determining PARTY1 compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
8. Material Breach. In the event of material breach of PARTY2 obligations under this ARTICLE, PARTY1 may immediately terminate the underlying agreement. Termination of this Agreement shall 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. Should breach of this contract by PARTY2 result in any type of civil penalty imposed upon PARTY1, PARTY2 shall indemnify PARTY1 for that breach.
9. Return or Destruction of Information. Upon termination of this Agreement and at the request of PARTY1, PARTY2 shall return to PARTY1 or destroy all PHI in PARTY2 possession stemming from this Agreement, and shall not keep copies of the PHI except as requested by PARTY1 or required by law. If PARTY2, its agent(s), or subcontractor(s) destroy any PHI, then PARTY2 will provide to PARTY1 documentation evidencing such destruction. Any PHI retained by

PARTY2 shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

### **ARTICLE III - CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render performance of the remainder of the Agreement impossible.

SIGNATURE PAGE FOLLOWS

SAMPLE

PARTY2

Party1

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

# SUPPLEMENTAL INFORMATION TRAILER

This page is the last page of supplemental information for this competitive document. If you received this trailer page, all supplemental information has been received.

Note: portions of the supplemental information provided may or may not contain page numbers. The total number of pages indicated on the cover page does not include the pages contained in the supplements.