

## REQUEST FOR PROPOSALS

RFP NUMBER: 0A1157  
DATE ISSUED: November 20, 2015

The State of Ohio, through the Department of Administrative Services, Enterprise IT Contracting for the Ohio Department of Medicaid is requesting proposals for:

### Electronic Visit Verification Services

INQUIRY PERIOD BEGINS: November 20, 2015  
INQUIRY PERIOD ENDS: January 6, 2016  
OPENING DATE: January 20, 2016  
OPENING TIME: 1:00 P.M.  
OPENING LOCATION: Department of Administrative Services  
General Services Division  
Bid Desk  
4200 Surface Road  
Columbus, Ohio 43228-1313

This RFP consists of five parts and fifteen attachments, totaling 109 consecutively numbered pages. Four 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.

In lieu of taking exceptions to RFP requirements, including but not limited to terms and conditions, scope of work requirements, etc., or providing assumptions that may be unacceptable to the State, offerors are strongly encouraged to use the inquiry process in Part Three of the RFP.

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## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (“RFP”) under Section 125.071 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 obtaining comprehensive Electronic Visit Verification Services (EVV) for selected home and community based services and other services deemed appropriate by ODM in a phased-in approach (the “Work”), and this RFP is the result of that request.

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 Project is completed to the satisfaction of the State and the Contractor is paid or June 30, 2017 whichever is sooner. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2017. The State may renew this Contract for up to three additional two-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. The maximum duration through all renewals will be from award date until June 30, 2023. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of 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.** ODM is the state Medicaid agency for the State of Ohio, and is responsible for administering Titles XIX and XXI of the Social Security Act (Ohio Medicaid program). ODM oversees the provision of health care services for eligible persons and reimburses providers for those services, including covered home and community based services and supports. Ohio’s Medicaid population has significantly increased during the past year with implementation of a Medicaid expansion initiative pursuant to the Patient Protection and Affordable Care Act of 2010 (ACA). As of June 2015, ODM provided coverage to approximately 2.99 million persons; that number continues to increase as more persons are enrolled through the expansion. Approximately 90% of current recipients are enrolled in one of five capitated Managed Care Plans (MCPs) which have contracted with ODM to provide Medicaid services.

ODM maintains and administers the fee-for-service (FFS) program for approximately 200,000 persons not required to enroll in MCPs. The FFS membership is comprised mainly of people dually eligible for Medicaid and Medicare, foster children, children enrolled in the Ohio Department of Health’s Bureau for Children with Medical Handicaps, people on spend-down or enrolled on a waiver program and people living in institutionalized settings.

ODM’s eligibility, provider enrollment information, and all claims data is loaded into the Medicaid Information Technology System (MITS) daily, therefore interfacing with the MITS system is a critical part of a successful implementation. The Contractor must interface with the MITS system, LOTISS, the Enterprise Data Warehouse (EDW) and any other system identified by ODM as specified throughout this RFP. All costs required to do so must be included in the offeror’s bid.

The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP contains a sheltered solicitation requirement which requires the Offeror to seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

**Objectives.** The State has the following objectives that it wants this Project to fulfill, and it will be the Contractor's obligation to ensure that the Project meets these objectives. ODM is procuring an EVV system for home and community based long term services and supports. The selected EVV solution will utilize current technology to provide near real time validation of service delivery in home and community settings, supporting the following policy and program integrity objectives:

- Ensure the health and welfare of individuals choosing to receive long term services and supports where they live or otherwise receive services in the community(e.g., by ensuring timely service delivery and notification of missed visits);
- Improve payment accuracy by using technology to match data on claims with data in service documentation (e.g., time and duration of visit); and
- Reduce fraud and abuse by requiring verification of service delivery before claims are adjudicated and paid.

**Overview of the 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 implementing EVV in a phased approach, focusing initially on nursing and aide services delivered through either the fee for service program or a managed care plan. Specific services provided through the Ohio Home Care Waiver, the state plan home health benefit, the state plan private duty nursing benefit and the RN Assessment Service will be subject to EVV initially. Additional services may be included over the life of the contract at the discretion of ODM. The Ohio EVV system will be flexible and scalable so that it can easily accommodate the full range of program requirements and user needs.

ODM is seeking a system with two separate but related components - data collection and data aggregation. The data collection system will utilize Global Positioning System (GPS) technology and devices placed in the individual's home to securely collect the information necessary to verify the visit and service delivery. The Offeror will provide an alternative solution for areas of Ohio where the primary GPS solution is not workable. The data aggregation system will receive data in near real time from the data collection system and other data collection systems meeting ODM's specifications and utilized by providers and managed care plans. The data aggregation system will communicate with MITS, providing information that will be used to ensure only claims for verified visits are paid by ODM. The EVV system will also send alerts to users designated by ODM at a defined frequency when visits are late, missed or otherwise not provided in accordance with the care plan.

The Offeror will provide system and program support over the life of the contract. That support will include, but is not limited to, training, 24/7 user support, and flexible, user friendly reporting capabilities. The Offeror will develop, under the direction of ODM, the requirements for alternative data collection systems (other qualifying systems) proposed by providers and managed care plans and be responsible for ensuring that those systems satisfy the developed requirements.

**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 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:	November 20, 2015
Inquiry Period Begins:	November 20, 2015
Inquiry Period Ends:	January 6, 2016 at 8:00 a.m.
Proposal Due Date:	January 20, 2016 at 1:00 p.m.

Estimated Dates

Award Date: April 6, 2016  
Work Begins: May 9, 2016

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 fifteen attachments. The parts and attachments are listed below. There also may be one (1) 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	Contractor Performance Form
Attachment Seven	Offeror Profile Summary
Attachment Eight	Personnel Profile Summary
Attachment Nine	Standard Affirmation and Disclosure Form
Attachment Ten	Sample Deliverable Submittal Form <sup>2</sup>
Attachment Eleven	Offeror Certification Form
Attachment Twelve	Cost Summary Form
Attachment Thirteen	Technical and Functional Requirements
Attachment Fourteen	ODM Business Associate Agreement
Attachment Fifteen	Glossary

### **Supplements:**

Supplement One	W-9 Form
Supplement Two	Vendor Invoice Guide
Supplement Three	Service Level Requirements

## **PART THREE: GENERAL INSTRUCTIONS**

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

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

Cyrus Carter  
Acquisition Analyst  
Department of Administrative Services  
Enterprise IT Contracting

During the performance of the Work, a State representative (the "Work Representative") will represent ODM and be the primary contact for the Work. The State will designate the Work Representative in writing 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 Procurement Web site at <http://www.ohio.gov/procure>;
- From the Quick Links bar on the right, select "Bid Opportunities Search";
- Enter the RFP Number in the Document/Bid Number textbox;
  - (RFP Numbers begin with the *number* "0" followed by the *letter* "A");
- Click the "Search" button;
- In the Other section, 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,
  - Company 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;
- Type the Security Number seen on the right into the Confirmation Number; 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 search function described above and by clicking the "View Q & A" button on the document information page.

The State usually responds to all inquiries within three (3) 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.

**Sheltered Solicitation.** In seeking solicitations from Ohio certified MBE subcontractors, the Offeror must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and
- Require the Ohio certified MBE maintain a valid certification throughout the term of the Contract, including any renewals.

**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 search 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 any time 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 twelve (12) copies of the technical section, and the package with the cost section also must be sealed and contain two (2) complete copies of the cost section of the Proposal. Further, the offeror must mark the outside of each package with either "0A1157 ODM EVV RFP – Technical Proposal" or "0A1157 ODM EVV 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. (Columbus, Ohio local time) 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  
General Services Division  
Attn: Bid Desk  
4200 Surface Road  
Columbus, Ohio 43228

BID ROOM MAIN PHONE NUMBER: 1-614-466-5090

The State may reject any Proposals or unsolicited modifications that it receives after the deadline. An offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. The Bid Desk 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 that 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 that it is not subject to an unresolved Finding under Section 9.24 at the time of its submission. The offeror also warrants that 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 that 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 that 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 that it is in the State's interest and will not cause any material unfairness to other offerors.

**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 that 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 ordered in the same manner as the response items are ordered in the applicable attachments to this RFP. The Cost Proposal must use the Cost Summary 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**

**Disclosure of Proposal Contents.** The State will seek to open the Proposals in a manner that avoids disclosing their contents. The State also 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.

**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.

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

1. Initial review;
2. Technical evaluation and Demonstrations;
3. Evaluation of costs;
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 the State 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.

**Technical Evaluation.** The State will evaluate each Proposal that it has determined is timely, complete, and properly formatted. The evaluation will be scored according to the requirements identified in this RFP, including the requirements in Attachment One: Evaluation Criteria, Attachment Two: Work Requirements and Special Provisions, and Attachment Thirteen: Technical and Functional Requirements. 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 that have 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 that it evaluates. At the sole discretion of the State, it may reject any Proposal receiving a significant number of zeroes 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.

**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 interests. 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.

**Requirements.** Attachment One: Evaluation Criteria 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. However, the experience of multiple candidates may not be combined to meet a single requirement. Further, previous experience of the candidate submitted for an Implementation Manager position may not be used to meet any other team member requirements. Each candidate proposed for the Project Team must meet at least one (1) 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 that 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 that 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 that 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 that the State disqualifies because of excessive cost or other irregularities.

If the State finds that 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;
- Show the features and functions of its proposed hardware, software, or solution; 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 offerors that rank the highest in the technical evaluation process may be invited to demonstrate their proposed EVV system. The offeror must furnish the equipment necessary for the demonstration. Samples produced at the time of live demonstration will become the property of DAS. Failure to provide a live demonstration or failure to furnish required samples at time of the demonstration may result in a revised evaluation or disqualification of the offeror's proposal. Observations made by the evaluation team of the live demonstration will be scored and may result in revisions of the State's existing technical evaluations. All equipment and products furnished at the live demonstration must be representative of the products to be delivered under Contract. The Contractor may not deviate from the products and equipment proposed in the RFP without written approval of the State.

**Demonstration Criteria.** The following criteria may be evaluated during the demonstration.

- Role Based Access (the ability to establish roles and assign roles; how access changes as roles change)
- Readability (reading level, alternate languages)
- Accessibility (ADA compliance; physical and visual disabilities)
- Logging in and Out of the System (the worker, the individual receiving services, other users)
- Entering visit information (by the worker and the individual receiving services)
- The ability to change system parameters
- Report functionality (point and click technology, flexibility, alternate ways to present data)
- GPS technology

**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 that 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 that 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 that 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 that an offeror submit audited financial statements for up to the past three (3) years, if the State is concerned that an offeror may not have the financial ability to carry out the Contract. Also, the State may consider financial information other than the information that 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 that 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 that 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 that 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. Further, if negotiations involve proposed changes to Key Commercial Software, the State may terminate negotiations with that offeror and remove the offeror's Proposal from further consideration, if the State and the offeror cannot agree on terms acceptable to the State.

## **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 offeror proposed for award. The offeror must sign and return the two originals to the Procurement Representative. The State also will issue two originals of any Master Contract(s) for Software Licensing (Master Contract(s)) to the Contractor. If the licensor under any such Master Contract is not the offeror, the offeror will be responsible for coordinating execution of the document by the licensor and returning it to the State with the two originally signed copies of the Contract. 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 in addition to 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 perform the Work, 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 offeror's failure to perform under the Contract.

**Contract.** If this RFP results in a Contract award, the Contract will consist of:

1. The one-page Contract (Attachment Five) in its final form; and
2. The State's Electronic Visit Verification Services Negotiated Contract which includes the referenced RFP, and the Best and Final Offer (BAFO).

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.

Any Master Contract for Software Licensing will be a separate agreement and not part of the Contract, but the State may require the incorporation into the Master Contract of any representations regarding the performance, features, and functions of the Key Commercial Software made in the RFP.

**Protest.** Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual Offeror objecting to the award of a Contract resulting from the RFP.  
The protest must be in writing and contain the following information:
  - a. The name, address, and telephone number of the protester;
  - b. The name and number of the RFP being protested;
  - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - d. A request for a ruling by DAS;
  - e. A statement as to the form of relief requested from DAS; and
  - f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.
2. A timely protest will be considered by DAS, on behalf of the agency, if it is received by the DAS Office of information Technology within the following periods:
  - a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than ten (10) business days prior to the proposal due date.
  - b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.
3. An untimely protest may be considered by DAS at the sole discretion of DAS. An untimely protest is one received by the DAS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.
4. All protests must be filed at the following location:

**This address only applies to this RFP for protest purposes only.**

Dan Orr  
DAS Enterprise IT Consulting  
30 East Broad Street, 39th floor  
Columbus, OH 43215  
SUBJECT: RFP No.: 0A1157

**For submitting your proposal, see the proposal instructions under Part Three.**

**ATTACHMENT ONE: EVALUATION CRITERIA**

**Mandatory Requirements.** The first table lists this RFP’s mandatory requirements. If the offeror’s Proposal meets all the mandatory requirements, the offeror’s Proposal may be included in the next part of the technical evaluation phase described in the next table.

<b>Mandatory Requirements</b>	<b>Reject</b>	<b>Accept</b>
The Offeror has partnered with an MBE, who shares at least 15% of the proposed cost.		
The Offeror (prime contractor) and/or its subcontractor(s) have at least three years of experience with electronic visit verification projects.		
The Offeror and/or its subcontractor(s) have at least one year of project experience using electronic visit verification within the healthcare field.		
The Offeror has proposed an Implementation Manager who will work on-site one hundred percent of the time through the development and implementation phase of the project.		

**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:

<b>Offeror Requirements</b>	<b>Weight</b>	<b>Does Not Meet</b>	<b>Meets</b>	<b>Exceeds</b>
Provide a list of the five (5) most recent similar projects (completed and in progress) within the past sixty months. If the Offeror has experience with fewer than five (5) electronic visit verification projects, provide a list of all similar projects (completed and in progress) within the past sixty (60) months. The list should include a paragraph describing each project, demonstrating the complexity and specifying the role the Offeror fulfilled for the project. Provide the amount of time (in calendar days) between the bid award and the date the project went live.) If the project is still in progress, please provide the number of calendar days between go live and the date of submission and the number of calendar days anticipated (based on the current status of the project) between the date of submission and the date the project will go live.	2	0	5	7
The Offeror and/or its subcontractor(s) have a minimum of three (3) years of experience in health care. A preference may be given to experience in health care technology and to experience in the delivery of home and community based services.	2	0	5	7
The Offeror and/or its subcontractor(s) have a minimum of 3 years of experience with the delivery of home and community based services.	1	0	10	
<b>EVV System Solution</b>				
The proposal clearly demonstrates that the EVV system is configurable and can support multiple programs or services which have different policies, procedures and business rules, all of which are subject to change during the contract period.	3	0	5	7
The proposal clearly demonstrates that the EVV system uses role based access for data and system functionality.	3	0	5	7
The proposal identifies, in detail, the process that will be used to ensure each user has a unique identifier. The user’s unique identifier will remain the same across providers and payers.	3	0	5	7
Detail the technology solution that will be used to collect data through the data collection module of the EVV system. Be specific about file formats, the manner in which near real time communication will be assured and impacts of both the primary GPS solution and any alternative solutions.	3	0	5	7

Explain in detail how the EVV system will send near real time alerts when a visit document in LOTISS is not opened at the scheduled time. The EVV system will have functionality for multi-level escalating alerts of pending, late and missed visits. Explain how the EVV system will accommodate different definitions of pending, late and missed visits by program and/or service.	3	0	5	7
Explain how the EVV system will compile information from multiple data collection components and calculate total daily and weekly hours worked by direct care worker. Be specific about how the EVV system will aggregate hours across payers, programs, providers and individuals receiving services.	3	0	5	7
Describe in detail how the EVV will allow ODM to define and limit the circumstances when a manual verification can be made. This might include, but is not limited to, the information that can be entered through the manual verification process, the frequency of manual verifications by provider and the frequency of manual verifications for services performed by a specific direct care worker	2	0	5	7
Explain in detail how the proposed EVV solution will provide information to MITS in near real time in both individual transactions and in batch formats for the purposes of applying edits during claims processing.	3	0	5	7
Describe the ad hoc reporting capabilities of the proposed EVV solution. Be specific about data elements available for reporting and point and click functionality.	2	0	5	7
<b>Data Collection Device</b>				
Describe the primary data collection device that will be placed in the home of each individual using services subject to EVV. Include an explanation of the GPS technology that the primary device will use, including the accuracy of location identification functionality.	3	0	5	7
Explain how the primary data collection device will meet the needs of individuals with a broad range of familiarity with smart phones, tablets and other mobile devices, including those with no familiarity.	3	0	5	7
Explain how the device will capture all the data elements necessary to verify a visit. The elements include: <ul style="list-style-type: none"> <li>• The identity of the direct care worker;</li> <li>• The identity of the billing provider;</li> <li>• The identity of the individual receiving services;</li> <li>• The date and start time of the visit;</li> <li>• The date and end time of the visit;</li> <li>• The location of the visit;</li> <li>• The services being delivered (e.g., nursing services, aide services, etc.);</li> <li>• The individual's independent verification of the services being received;</li> </ul>	3	0	5	7
Explain how the device will be accessible for individuals with physical disabilities and vision impairments and satisfy the requirements of the Americans with Disabilities Act. Include a description of all alternative devices that will be used to meet individual needs.	3	0	5	7
Describe the devices/methods that will be used when an individual receives services in a location other than their personal residence. This may be routine location for service delivery (e.g., the place of employment) or occasional location for service delivery (e.g., a visit to a family member's home). Be specific about how the device/method will meet the requirements for the data collection device, and if the device and method used will vary, be specific regarding the circumstances when each approach will be used.	3	0	5	7

Describe the alternative device/method that will be used to collect visit verification data when GPS tracking is not available. Explain how the proposed solution will ensure accurate data collection of visit verification data elements. Be specific about the proposed technology and how the device will meet the requirements for the data collection device.	3	0	5	7
<b>Technical Proposal Criteria</b>				
1.0 Offeror Qualification Requirements	1	0	5	7
2.0 Project Management Requirements	2	0	5	7
3.0 General System Requirements	2	0	5	7
4.0 Testing Requirements	2	0	5	7
5.0 Privacy and Security Requirements	2	0	5	7
6.0 Data Collection Module – Hardware Requirements	2	0	5	7
7.0 Data Collection Module – Technical Requirements	2	0	5	7
8.0 Data Aggregation Module – Technical Requirements	2	0	5	7
9.0 Visit Verification Requirements	2	0	5	7
10.0 Claims Requirements	2	0	5	7
11.0 Reporting Requirements	2	0	5	7
12.0 Training and Support Requirements	1	0	5	7

**Demonstration Scoring Weights.** The evaluation team will rate the Demonstrations based on the following criteria and respective weights.

The demonstration will be evaluated based on ease of use and the demonstrated capability to satisfy technical requirements. Areas of specific interest include the following:

Demonstration	Weight
Role Based Access (the ability to establish roles and assign roles; how access changes as roles change)	2
Readability (reading level, alternate languages)	1
Accessibility (ADA compliance; physical and visual disabilities)	2
Logging in and Out of the System (the worker, the individual receiving services, other users)	2
Entering visit information (by the worker and the individual receiving services)	3
The ability to change system parameters	2
Report functionality (point and click technology, flexibility, alternate ways to present data)	3
GPS technology	3

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

Criteria	Maximum Points / Percentage
Technical Proposal	500 / 50%
Demonstration	150 / 15%
Cost Summary	150 / 15%
MBE Summary	200 / 20%

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 500 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Technical Proposal Points} = (\text{Offeror's Technical Proposal Points} / \text{Highest Number of Technical Proposal Points Obtained}) \times 500$$

The offeror with the highest point total for the Demonstration will receive 150 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{Demonstration Points} = (\text{Offeror's Demonstration Points} / \text{Highest Number of Demonstration Points Obtained}) \times 150$$

The offeror with the lowest proposed Total Evaluation Price will receive 150 points. The remaining offerors will receive a percentage of the maximum cost points available based upon the following formula:

$$\text{Cost Summary Points} = (\text{Lowest Total Evaluation Price} / \text{Offeror's Total Evaluation Price}) \times 150$$

The offeror with the highest proposed total MBE set-aside combined cost, through one or more qualified Ohio certified MBE subcontractors, will receive 200 points. The remaining offerors will receive a percentage of the maximum points available based upon the following formula:

$$\text{MBE Summary Points} = (\text{Offeror's Total Set Aside MBE Costs} / \text{Highest Offeror's Total Set Aside MBE Costs}) \times 200$$

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

$$\text{Total Points} = \text{Technical Proposal Points} + \text{Demonstration Points} + \text{Cost Summary Points} + \text{MBE Summary Points}$$

## **ATTACHMENT TWO: WORK 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 Project (the "Deliverables"). Additionally, it gives a detailed description of the Project's schedule.

**Scope of Work.** The State requests a technical proposal and cost proposal for a solution to meet the Electronic Visit Verification Services RFP Functional and Technical Requirements as documented in Attachment One, Supplement Thirteen, and this RFP. Second, this RFP requests an implementation plan for Electronic Visit Verification Services RFP, as defined here:

The State will provide oversight for the Work, 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 Work. The Contractor must provide a Project/Operations Team including an Account Manager to oversee all financial functions; a Quality Manager to oversee day to day operations; and an Implementation Manager to oversee software/programming issues and project management. The Contractor or Subcontractor must employ the proposed Project Implementation/Operations Team members as regular, fulltime employees on the Proposal submission date and through acceptance of the Project, with the exception of the Implementation Manager, who must be employed by the Contractor. Additionally, the Contractor must provide all administrative support for its staff and activities. Throughout the Work effort, the Contractor must employ ongoing management techniques to ensure a comprehensive Work Plan is developed, executed, monitored, reported on, and maintained. ODM and Contractor staff will discuss the Work Plan in the first 30 days of the contract but ODM will retain final approval.

The Contractor must provide one fulltime functional Implementation Manager throughout the Project lifecycle, until the EVV system is accepted by ODM. This Implementation Manager must work on-site at ODM, 50 West Town Street, Columbus, Ohio 43215 throughout the development and implementation of the EVV System. The Contractor must employ the proposed Implementation Manager as a regular, fulltime employee on the Proposal submission date and through acceptance of the Project. Additionally, the Contractor's full-time regular employees must perform at least 30% of the work required to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 70% of the work.

The Contractor also must propose a system development methodology that is defined, documented, repeatable, and consistent with the Software Engineering Institute (SEI) Level 3 or higher Capability Maturity Model (CMM). Therefore, the Project scope must include training the State Project team on the Contractor's system development methodology. The Contractor is not required to have official SEI certification.

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

The initial implementation phase of EVV in Ohio will apply to nursing and aide services provided through the Ohio Home Care Waiver, the state plan home health benefit, the state plan private duty nursing benefit and the RN Assessment Service. Nursing and aide services provided through the PASSPORT program may be included in the initial implementation (or at the point in time PASSPORT is incorporated into the LOTISS assessment and case management system) at the discretion of ODM. Additional services may be included in the EVV implementation in a phased approach over the life of the contract at the discretion of ODM. Services subject to EVV requirements may be provided through the traditional fee for service program or through a managed care plan.

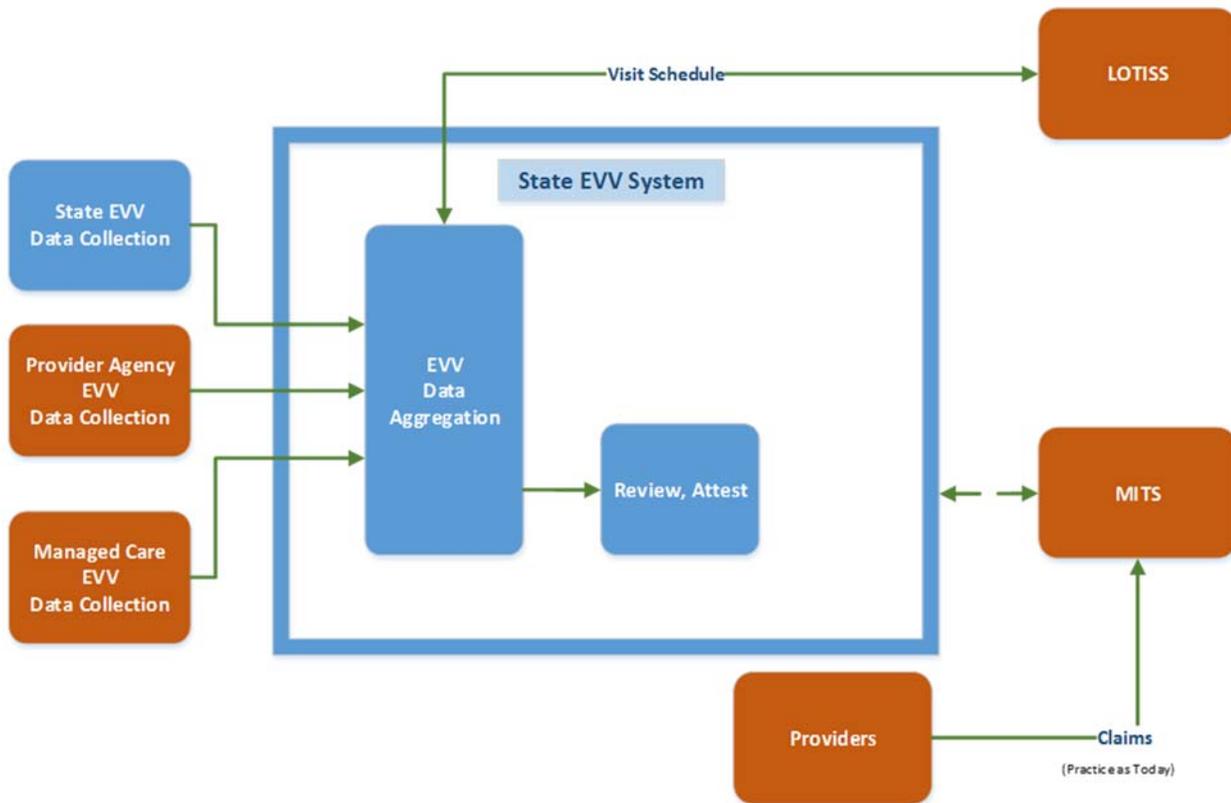
Fee for service and managed care delivery systems will utilize the technology to help accomplish program objectives. Users will include, but are not limited to, ODM, the Department of Aging, managed care plans, case management entities, the Ohio Home Care provider oversight contractor, individuals receiving services subject to EVV requirements (and their authorized representatives), providers and direct care workers. Additional users may be added over the life of the contract. The system will be flexible and scalable so that it can easily accommodate the full range of program requirements and user needs.

ODM is seeking a system with two separate but related components – data collection and data aggregation. The data collection system will utilize global positioning system (GPS) technology and devices placed in the individual's home to securely collect all of the following information:

- The identity of the direct care worker
- The identity of the billing provider
- The identity of the individual receiving services
- The date and start time of the visit
- The date and end time of the visit
- The location of the visit
- The services provided (e.g., nursing, aide)
- The individual's independent verification of services received
- The individual's independent verification of the visit.

The selected solution will also specify alternative solutions for areas in Ohio where the primary GPS solution is not workable and for circumstances where services are provided away from the individual's residence. The data collection component will transfer data to the data aggregation component in near real time.

### EVV - High Level Systems Interaction Diagram



The data aggregation component of the system will receive data from both the data collection component of the Ohio EVV system and other data collection systems satisfying criteria established by the Offeror with oversight by ODM (other qualifying systems) in near real time. The data aggregation component will communicate with ODM's case management system (LOTISS) as applicable.

The data aggregation component will communicate with users directly and through near real time data exchange with other qualifying systems as applicable. This communication will include alerts regarding missed or late visits and error messages resulting from application of data checks (e.g., another provider is currently providing services to this individual). Alerts regarding missed or late visits will be sent at a frequency and to users identified by ODM. The frequency and distribution of alerts may vary by program and/or service and may change over the life of the contract.

The data aggregation component will hold visit verification data and maintain a file in near real time that can be used by MITS for claim adjudication. MITS will edit against this record when processing claims for Medicaid services subject to EVV requirements. Claims for visits that are not verified will be denied or suspended.

The data aggregation component will include a robust and user-friendly reporting module. The reporting module will include a standard library of reports and ad hoc reporting functionality. Ad hoc reporting functionality will utilize "point and click" technology. Reports will be available in a variety of formats (e.g., hard copy, PDF, excel, csv).

Ohio's EVV system will include comprehensive training and user support functionality. Training customized to groups of users will be offered prior to implementation and routinely throughout the duration of the contract. Training will be offered both in person and online. Hard copy system documentation will be developed and offered to users free of charge. On-line help will be available. In addition, the Offeror will provide a user manual and offer user phone support 24 hours a day, 365 days a year.

The State of Ohio is committed to making more State contracts and opportunities available to MBEs certified by DAS pursuant to ORC Section 123.151 and OAC rule 123:2-15-01. In order to fulfill this commitment, ODM has included an MBE subcontracting component requiring Contractor to seek and set aside a portion of the work equal to at least 15% of the proposed cost for qualified MBE businesses. In seeking MBE subcontractors, the Contractor must:

Create opportunity for Ohio certified MBE subcontractors only within a sheltered solicitation:

- a. Identification of Ohio certified MBE subcontractors;
- b. The MBE must account for at least 15% of the proposed cost. Vendors identifying higher percentages will be awarded higher points.
- c. Utilize a competitive process to which only Ohio certified MBEs may respond. Have established criteria by which prospective MBEs will be evaluated including business ability and specific experience related to the work requirements.

**Contractor Responsibilities and Deliverables.** The Contractor must meet all RFP requirements and complete all Project milestones and Deliverables, as provided in the Project Plan.

**Maintain Project Plan.** The Contractor's Implementation Manager must update the Project Plan submitted with its Proposal (see Attachment Three) and submit a detailed Project Plan, in electronic and paper form, to the Project Representative for approval within ten business days after the State issues a purchase order under the Contract. Thereafter, the Contractor must:

- Formally update the Project Plan, including work breakdown structure and schedule
- Provide the updated Project plan in electronic and paper form, as part of its monthly reporting requirements during the Project; and
- Ensure the Project Plan allows adequate time for the ODM to review, comment on, and approve all Deliverables.

The Project Plan must allow sufficient time for the State's staff to review all Deliverables. The State will determine the number of business days it needs for such reviews and provide that information to the Contractor after award and early in the development of the Project Plan. Should the State reject a Deliverable for any reason, the Contractor must correct all deficiencies and resubmit it for the State's review and approval until the State accepts the Deliverable. (See Attachment Three for components of the Project Plan.)

**Meeting Attendance and Reporting Requirements.** The Contractor's Project management approach must adhere to the following Project meeting and reporting requirements:

- **Immediate Reporting** - The Implementation Manager or a designee must immediately report any Project staffing changes to the Project Representative (See: Attachment Four: Part Two: Replacement Personnel).
- **Attend Weekly Status Meetings** - The Implementation Manager and other Project team members must attend weekly status meetings with the Project Representative and other members of the Project teams deemed necessary to discuss Project issues. These weekly meetings must follow an agreed upon agenda and allow the Contractor and the State to discuss any issues that concern them.

- **Provide Weekly Status Reports** - The Contractor must provide written status reports to the Project Representative at least one full business day before each weekly status meeting. At a minimum, weekly status reports must contain the items identified below:
  - Updated GANTT chart, along with a copy of the corresponding Project Plan files (i.e. MS Project) on electronic media acceptable to the State;
  - Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule;
  - Issues encountered, proposed resolutions, and actual resolutions;
  - The results of any tests;
  - A Problem Tracking Report must be attached;
  - Anticipated tasks to be completed in the next week;
  - Task and Deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones;
  - Proposed changes to the Project work breakdown structure and Project schedule, if any;
  - Identification of Contractor staff assigned to specific activities;
  - Planned absence of Contractor staff and their expected return date;
  - Modification of any known staffing changes; and
  - System integration activities.

The Contractor's proposed format and level of detail for the status report is subject to the State's approval.

- **Prepare Monthly Status Reports** - During the Project, the Contractor must submit a written monthly status report to the Project Representative by the fifth business day following the end of each month. 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 (schedule and cost, if applicable);
  - Updated Project work breakdown structure and Project schedule;
  - The plans for activities scheduled for the next month;
  - The status of all Deliverables, with percentage of completion;
  - Time ahead or behind schedule for applicable tasks;
  - A risk analysis of actual and perceived problems;
  - Testing status and test results; and
  - Strategic changes to the Project Plan, if any.

**Develop, Submit, and Update High-Level Plans.** As part of the Project, the Contractor must develop a high-level project management plan (Project Plan) and a System Development Life Cycle plan. The Contractor also must update the plans with more detail throughout subsequent Project phases to address, at a minimum, the following subjects:

Project Plan:

- Project Integrating,
- Project Scope,
- Project Time,
- Project Quality,
- Project Staffing,
- Project Communications,
- Project Risk, and
- Project Procurement;
- Master Test Plan
- Testing Cycles
- Test philosophy, including objectives, required or types of testing and basic strategy
- Description of test activities
- Pass/fail criteria
- Testing time frames
- Detailed information for each testing cycle in accordance with Technical and Function Requirements
- User Acceptance Testing
- Business Continuity Plan

- Disaster Recovery Plan

The Contractor must develop these plans from information the State's Project personnel provide. These State personnel have varying percentages of their time to devote to this Project, and the Contractor must consider their time commitments to the Project in creating the Project schedule and when obtaining information from State staff to create the above plans.

**ODM's Roles and Responsibilities.** The State will provide oversight for the entire Project, but the Contractor must provide overall project management for the tasks and deliverables under this Contract, including the day-to-day management and administrative support of its staff and activities. The Contractor also must assist the State with identifying as part of the proposal, the anticipated roles and activities to be required of ODM's personnel. The Contractor should be prepared to assist ODM in coordinating assignments for State staff working on the Project. Throughout the Project, the Contractor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

**Interface with MITS.** The Contractor must complete the interface with MITS to accomplish the following in accordance with requirements developed in collaboration with ODM:

- Receive provider and individual data at a frequency to be determined by ODM but not less often than daily
- Have the ability to create a response to a near real time transaction in a format that can be used by MITS for the purpose of applying pre-payment edits to claims.
- Have the ability to return information to MITS by individual claim and/or in batch format at the discretion of ODM

**Interface with LOTISS.** The Contractor must complete the interface with LOTISS to accomplish the following in accordance with requirements developed in collaboration with ODM.

- Receive information from LOTISS at a frequency and in a format and frequency determined by ODM
- Receive updates in near real time transactions
- Receive information in batch and individual transactions

**Data Collection Module.**

- The Contractor must provide a data collection module that collects EVV data from both the primary GPS solution and any alternative solutions in accordance with the technical requirements (See Attachment 13).
- The Contractor must develop requirements for alternate data collection systems that will feed into the data aggregation module. The requirements should be specific and assure near real time communication. The requirements should identify any distinctions between the requirements for alternate data collection systems utilized by Medicaid providers and those utilized by Medicaid Managed Care Plans. The requirements are subject to approval by ODM.
- The Contractor must test and approve alternate data collection systems proposed by Medicaid providers and Medicaid managed care plans.

**Data Aggregation Module.** The Contractor must provide a data aggregation module that will collect and process data from the EVV data collection module and approved alternate data collection systems in near real time in accordance with the technical requirements (See Attachment 13).

- The Data Aggregation Module must process information collected, including verifying visits against the person-centered services plan in LOTISS as appropriate.
- The Data Aggregation Module must send messages in near real time to users (regardless of the data collection vehicle used) regarding the status of the visit verification, missing visits, late visits and other alerts identified by ODM.

**Visit Verification.** The EVV system must provide a flexible and configurable tool to verify the delivery of long term services and supports at the place of service delivery in accordance with the technical requirements (see Attachment 13.)

- For each visit, the EVV system must capture the identity of the individual receiving services, the identity of the billing provider, the identity of the direct care worker, the date and start time of the visit, the date and end

time of the visit, the location of the visit, the services being delivered and an independent verification of the service delivery from the individual receiving services.

- The EVV system must provide a manual verification option subject to requirements and limitations identified by ODM.
- The EVV system must be capable of still collecting and storing data offline during any downtime, such as regularly, scheduled maintenance. Such downtime must be approved by ODM and minimize impact on the users (including a maintenance window from 1:00 a.m. and 4:00 a.m.
- The EVV system must provide flexibility so that requirements can vary across programs.

**Device Installation.** The Contractor will complete the initial installation of devices in the homes of individuals receiving services no later than 14 days prior to the date the EVV system is initially implemented.

- Subsequent to initial implementation, the Contractor will install a device in the home of an individual newly receiving services subject to EVV within 48 hours of notification by ODM or its designee.
- Subsequent to initial implementation, if an individual receiving services subject to EVV changes their residence, the contractor will install a device in the new residence within 48 hours of the later of the date the Contractor receives notification of the change in place of residence or the date the change in residence takes place.
- If a program or service is newly subject to EVV, the Contractor will install devices in the place of residence of all newly impacted individuals no later than fourteen days prior to the date the EVV system is implemented for the new program or service.
- The Contractor will ensure that repair and/or replacement of EVV devices occurs as necessary within 24 hours of receiving notification of the need for repair and/or replacement.
- The Contractor will ensure the recovery and/or retrieval of devices from individuals who leave the program and/or relocate their personal residences

**Training.** The Contractor is responsible for training all users prior to the implementation of EVV and on an ongoing basis during the operation of the EVV system.

- The Contractor will develop and utilize a detailed training plan subject to approval by ODM.
- The Contractor will provide online and in person training at locations throughout the state in accessible locations and formats (See Attachment 13) at least 90 days prior to system implementation.

#### **User Supports.**

- The Contractor will provide technical support by phone and online 24/7 over the life of the contract.
- The contractor will provide a system user manual, subject to ODM approval, to all system users.

**Reports.** The Contractor must provide a robust, flexible reporting tool offering reports in multiple formats in accordance with the technical requirements. (See Attachment 13).

- The reporting tool will include a library of standard reports identified and developed in collaboration with ODM.
- The reporting tool will use point and click technology to facilitate the development of ad hoc reports by users. All data elements contained in the EVV system must be available for ad hoc reporting.

**Performance Testing.** A performance test must be done. See Attachment Four: Part Five: ACCEPTANCE AND MAINTENANCE describes the procedure and criteria for testing.

**Work Hours and Conditions.** The Implementation Manager and Quality Manager will be required to work normal business hours for staff at ODM, 50 West Town Street, Columbus, Ohio 43215. Staff assigned to deliver and install devices will work with Individuals, their Providers and, as appropriate their case managers to schedule appointments.

## **PART TWO: SPECIAL PROVISIONS**

**The Review and Acceptance of Deliverables.** If applicable, the Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. The Contractor must complete its work in steps that will result in Deliverables associated with those steps, and 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 of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State. Also, with each Deliverable, the Contractor must submit a Deliverable Submittal Form signed by the Implementation Manager. (See Attachment Ten 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 Implementation Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten business days.

If the State agrees the Deliverable is compliant, 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.

The State form authorizing payment and the payment itself do not indicate that 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.

**Human Trafficking.** CONTRACTOR, upon award, must agree to the following: that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this CONTRACT by reference.

CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:

1. Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
2. Procuring commercial sex acts during the period of performance of the Contract; or
3. Using forced labor in the performance of the Contract.

CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.

ODM has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODM may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175

**Transition.** At the expiration of this Contract, or if at any time the State or Contractor should terminate this Contract, the Contractor must cooperate with any subsequent contractor who might assume operation of the Project. The State will give the Contractor thirty (30) days' notice that a transfer will occur. The Contractor must coordinate the transition of all program components (e.g., files, history, data, etc.) to the subsequent contractor or back to the State upon notice of Contract termination.

In the event that a subsequent contractor is unable to assume operations on the planned date for transfer, the Contractor must continue to perform all required operations on a month to month basis at the current cost for up to six (6) months beyond the planned transfer date. The State will provide the Contractor a thirty (30) day notice of an extension.

**The Contractor's Fee Structure.** The Contract award will be for a not-to-exceed price for development and implementation, and also for each year of annual operations, payable in accordance with Attachment Twelve: Cost Summary Form.

If applicable, upon receipt of a signed Deliverable Submittal Form (in the form of Attachment Ten: Deliverable Submittal and Acceptance (Deliverable Sign-Off Form) indicating the State agrees that the Deliverable / Milestone 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 a proper invoice for that Deliverable or Milestone, according to the payment schedule identified above.

**MBE Set Aside and Reporting.** The Offeror proposing an MBE subcontractor certified by the Department of Administrative Services pursuant to ORC 123.151 must provide a copy of the subcontractor's Ohio MBE Certification. The MBE must maintain that certification for the duration of MBE's portion of the scope of work in the Contract.

Offeror shall indicate on all invoices submitted to the Agency the dollar amount attributed to the Work provided by selected Ohio certified MBE subcontractors along with documentation of the Ohio certified MBE subcontractors' activities. Offeror shall report all Ohio certified MBE subcontractor payments under this Contractor monthly to the DAS and ODM. Compliance with offeror's proposed cost set-aside percentage, which is a minimum of 15%, is a term of this contract and failure to attain the selected percentage by the expiration of the Contract may result in the offeror being found in breach of the contract.

Contractor may apply for a modification or waiver of the 15% MBE subcontractor set-aside requirement, however, such modification or waiver request may be submitted no earlier than six (6) months from the contract award and no later than two (2) months before the completion of the contract, whichever is sooner. Contractor may apply in writing, on a form prescribed by ODM, for a waiver or modification of the MBE set-aside requirement from the ODM Contract Manager. Contractor shall submit evidence acceptable to ODM demonstrating that the Contractor made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODM will determine whether Contractor's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, Contractor will have an opportunity to attain the requirement before the completion of the work. If Contractor fails to attain the requirement, Contractor may be found in non-compliance with the terms of the contract.

For more information regarding MBE and MBE certification requirements please refer to the DAS Equal Opportunity Division at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx>

Utilize the search function to locate Ohio MBE certified providers.

**Fee at Risk.** Compliance with the proposed MBE set-aside cost percentage is a term of this contract. Contractor agrees to place fifteen percent (15%) of its payment at risk for failure to attain the MBE set-aside cost percentage annually. This will include the amount withheld from the Contract.

**Reimbursable Expenses.** None.

**Bill to Address.** CONTRACTOR will submit detailed invoices upon completion of Deliverables in one of the following manners with a copy to the Contract Manager:

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

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

**Fax:** 614.485.1039

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

1. CONTRACTOR's name, complete address, and federal tax identification number;
2. Contract number and dates;

3. Purchase order number;  
Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
4. Description of Deliverables performed during the billing period;
5. Receipt of other proof of cost; and
6. Other documentation requested by ODM.

**Location of Data.** All of the State's data must be kept within the continental United States.

## 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 a 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 RFP 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 (**font size 10**) 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 blue 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 include sufficient data to allow the State to verify the total cost for the Work and all of the offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this Attachment, 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.

These instructions describe the required format for a responsive Proposal. The offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a 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.

Each Proposal must contain the following:

### **Technical Proposal**

- Supplier Information Form
- Subcontractor Letters
- Offeror Certification Form
- Offeror Description
- Minimum Financial Requirements
- Contractor Performance
- Offeror Profile Summary Forms

Personnel Profile Summary Forms  
Assumptions  
Proposed System Solution  
Staffing Plan  
Time Commitment  
Work Plan  
Support Requirements  
System Development Life Cycle Overview  
Equipment and System Elements  
Conflict of Interest Statement  
Proof of Insurance  
Payment Address  
Legal Notice Address  
W-9 Form  
Independent Contractor Acknowledgement Form  
Standard Affirmation and Disclosure Form (EO 2011-12K)  
Affirmative Action  
Demonstration Requirements  
Acceptance of Attachment Four  
ODM Business Associate Agreement

### **Cost Proposal**

Cost Summary Form (must be separately sealed)

**Supplier Information Form.** The offeror must submit a signed and completed Supplier Information Form (OBM-5657) for itself and for each subcontractor the offeror plans to use under the Contract. The form is available at <http://ohiosharedservices.ohio.gov/SuppliersForms.aspx> in the Supplier Forms section.

**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 Eleven, Offeror Certification Form.

**Offeror Description.** Each Proposal must include a description of the offeror's capability, capacity, and experience in the industry. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

**Minimum Financial Requirements.** If the offeror has audited financial statements, it must provide them for the past three years. If the offeror's most recently completed fiscal year is not yet audited, the previous three years may be acceptable. If the offeror has no audited financial records, it may submit its financial statements for the last three years without an auditor's certification.

**Contractor Performance.** The offeror must complete Attachment Six, Contractor Performance Form.

**Offeror Profile Summary Forms.** This RFP includes an Offeror Profile Summary Form as Attachment Seven. 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:

- a) **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.
  - Work Name. The offeror must provide the name of the project where 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 Work. 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 work experience separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

- b) **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 under Attachment Seven above.

**THE OFFEROR MAY NOT USE THE EXPERIENCE OR QUALIFICATIONS OF A SUBCONTRACTOR TO MEET ANY OF THE MANDATORY QUALIFICATIONS OR EXPERIENCE. THESE MUST BE FULFILLED EXCLUSIVELY THROUGH THE QUALIFICATIONS AND EXPERIENCE OF THE OFFEROR. If the offeror seeks to meet any of the other qualifications and experience through a subcontractor, the offeror must identify the subcontractor by name in the appropriate part of the Offeror Profile Summary Form, in Attachment Seven to this RFP, for each reference.**

**Personnel Profile Summary Forms.** Each Proposal must include a profile for each key member of the proposed work team. This RFP includes Personnel Profile Summary Forms as Attachment Eight, and the offeror must use these forms and fill them out completely for each reference.

**The Personnel Profile Summary Forms contained in this RFP have been customized for the applicable candidate requirements. Each page of the forms may contain minor variations. If an offeror elects to duplicate the forms electronically, the offeror must carefully review each form to ensure that it has been copied accurately. Failure to duplicate the forms exactly may lead to the rejection of the offeror's Proposal.**

The offeror must propose a Project Team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary Forms. Each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The offeror must name all candidates proposed, and each must meet the technical experience for the candidate's position.

The State will not consider a candidate's overlapping months of experience toward meeting the experience requirements in this RFP. Therefore, for each requirement for a key position, the Personnel Profile Summary Forms for the candidate must demonstrate that the candidate meets the requirement through a work experience that does not overlap in time with any other work experience used to meet the same requirement for the position.

The offeror must demonstrate that all candidate requirements have been met by using the Personnel Profile Summary Forms. The various sections of the forms are described below:

- a) Candidate References. If the offeror provides less than two projects, the offeror must explain why. The State may reject the Proposal if less than three projects are given for a candidate.
- b) Education and Training. The offeror must use this section to list the education and training of the proposed candidate and demonstrate, in detail, the proposed candidate's ability to properly perform under the Contract. The offeror must show how the candidate's education and training relates to the requirements of the RFP.

Required Experience and Qualifications.

The offeror must complete this section to show how its candidate meets the experience requirements using the Personnel Profile Summary Forms (Refer to Attachment Eight.)

For each reference, the offeror must provide the following information:

- Candidate's Name.
- Contact Information. The offeror must completely fill out the 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.
- Dates of Experience. The offeror must complete this section with a beginning month and year and an ending month and year to show the length of time the candidate performed the technical experience being described, not just the length of time the candidate worked for the company.
- Description of the Related Service Provided. The State does not assume that, since the technical requirement is provided at the top of the page, all descriptions on that page relate to that requirement. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the project as it relates to this Project. It is the Offeror's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

**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.

**Proposed System Solution.** Using the table in Attachment Thirteen, the offeror must describe in detail how its proposed solution meets the functional and technical requirements described in this RFP. The offeror may not simply state that the proposed solution will meet or exceed the specified requirements. Instead, the offeror must provide a written narrative that shows that the offeror understands each of the functional and technical requirements of this RFP and how the offeror's proposed solution meets those requirements.

All the specifications given in this RFP for equipment and other system elements are minimum system requirements. The offeror may recommend features or other elements in excess of the minimum but must clearly

identify them as such, provide the rationale behind the recommendations, and explain how they will benefit the State. The recommendations may not result in additional evaluation credit being given.

**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 resource's responsibilities on the Project. The State also requires a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed 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) in this RFP;
- An organizational chart including any subcontractors and key management and administrative personnel assigned to the project;
- 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.

**Time Commitment.** The offeror must submit a statement and a chart that clearly indicate the time commitment of the proposed Implementation Manager and the offeror's proposed team members for the Work. The offeror also must include a statement indicating to what extent, if any, the Implementation Manager may work on other tasks or assignments unrelated to the Work during the term of the Contract. The State may reject any Proposal that commits the proposed Implementation Manager or any proposed personnel to other assignments during the term of the Work, if the State believes that any such commitment may be detrimental to the offeror's performance.

**Work Plan.** The State encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done properly. To this end, the offeror must submit a detailed Work Plan that the offeror will use to create a consistent and coherent management plan for the Work. The Work Plan must include detail sufficient to give the State an understanding of how the offeror's knowledge and approach will:

- Manage the Work;
- Guide Work execution;
- Document planning assumptions and decisions;
- Facilitate communication among stakeholders;
- Define key management review as to content, scope, and schedule; and
- A discussion of the offeror's ability to provide qualified replacement personnel.

Additionally, the offeror must describe in a detailed narrative how it will accomplish each task and deliverable described in the Scope of Work (Attachment Two), including projected time frames.

**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 unwilling or unable to meet the requirements.

**System Development Life Cycle Overview.** The State seeks insightful responses that describe proven, lifecycle system development methods. Recommended solutions must demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks.

The offeror must describe the System Development Life Cycle phases, including the activities, milestones, and Deliverables associated with each phase. These phases must be consistent with the proposed system development methodology to effectively plan, organize, control, and manage this Project. The description must be

sufficiently detailed to demonstrate the offeror's knowledge and understanding of the Project. The description may define other activities or Deliverables that are not Project requirements but that the offeror deems necessary or appropriate. If additional activities or Deliverables are included, the offeror must describe them in detail and explain why the offeror recommends them. The offeror must make the System Development Life Cycle steps as complete and detailed as possible by including key activities and Deliverables for at least the following System Development Life Cycle Phases:

- Requirements,
- Design,
- Development,
- Testing,
- Documentation and Training,
- Deployment, and
- Post-Deployment.

**System Requirements Affirmation.** The offeror must fully describe how it will use systems analysis techniques to affirm the requirements identified for the Project.

**Design.** The offeror must fully describe its proposed design for the Deliverables, including the design approach, methods, tools, and techniques for completing the technical design process. The offeror must depict the design in sufficient detail to allow the State to verify that the design meets all the requirements in this RFP.

The offeror must fully describe how the design will be represented, such as through written specifications, design diagrams, a system prototype, CASE tool software, etc.

At a minimum, the offeror's design approach must include the following design phase activities:

- High-Level
- Detail
- Documentation & Testing
- Approval

**Development and Testing.** The offeror's Proposal must describe the offeror's development approach, methods, tools, and techniques for completing the development process. Of particular importance are the offeror's testing strategies for unit, system, user acceptance, volume, and regression testing.

**Documentation and Training.** The offeror must describe its proposed approach, methods, tools, and techniques for user and systems documentation and training. In addition, the Proposal must include the activities the offeror will use to train the State Project staff on the offeror's system development methodology.

**System Deployment and Post-Deployment.** The offeror must describe its proposed approach, methods, tools, and techniques for deploying and installing the new system and maintaining its operation throughout the warranty period. The offeror also must describe its approach to installation and maintenance.

**Equipment and System Elements.** The offeror must identify all proposed equipment needed for the Project during the installation, customization (as applicable), implementation, and ongoing operations. The offeror's Proposal must include the proposed manufacturer's name and model for all equipment. Additionally, the offeror must identify any equipment that the State will require for the implementation and ongoing operation of the Project that is not otherwise specified in this RFP.

The equipment and other system specifications in this RFP are minimum Project requirements. The offeror may include features, equipment, or other elements in excess of the minimum but must clearly identify them as such. All elements of the proposed solution must meet the mandatory technical requirements for the Project. If any element of the proposed solution does not meet the minimum requirements, the offeror's Proposal may be rejected as non-responsive.

**Conflict of Interest Statement.** Each Proposal must include a statement indicating whether the offeror or any people that may work on or benefit from the Work through the offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State may reject a Proposal in which

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

**Proof of Insurance.** The offeror must provide the certificate of insurance in the form that Attachment Four requires. 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. A current version of the Internal Revenue's W-9 form is available at <http://ohiosharedservices.ohio.gov/SuppliersForms.aspx> in the Supplier Forms section.

**Independent Contractor Acknowledgement Form.** Unless the offeror is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at <https://www.opers.org/forms-archive/PEDACKN.pdf>

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

**Affirmative Action.** Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx> .

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx> .

Copies of approved Affirmative Action plans must be supplied by the offeror as part of its Proposal or inclusion of an attestation to the fact that the offeror has completed the process and is pending approval by the EOD office.

**Demonstration Requirements.** The State will select highest ranking offerors to provide demonstrations of their solutions(s). Any special needs for the demonstration must be made clear in this section of the offeror's 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.

**ODM Business Associate Agreement.** The offeror must complete and sign Attachment Fourteen, ODM Business Associate Agreement. The ODM Business Associate Agreement will be executed as of the date of the signature of the Director of the Ohio Department of Medicaid.

**Cost Summary Form.** This RFP includes a Cost Summary Form (Attachment Twelve). 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 the entire Project must be represented as a not-to-exceed price for the Development, Implementation and ongoing operating cost through SFY19.

**The State will not be liable for or pay any Project 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 and the State's Request for Proposal (collectively, the "RFP Documents") are a part of this 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, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, 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, 2017. 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 Project continues, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid 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 below.

The State also may have certain obligations to meet. Those obligations, if any, are also 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 price. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components and

processes for the Work to be complete and useful to the State are included in the Project and the not-to-exceed price.

**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"). In no event, however, will payments under this Contract exceed the "total 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 Implementation Manager, the Contractor's Project executive, the Project 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.

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.

Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by the State not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At the State's sole discretion all payments shall be subject to reduction for amounts equal to prior overpayments to the Contractor.

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.

The State may pay any part of the not-to-exceed price identified in the RFP documents as being for a license in Commercial Material from a third party in accordance with the applicable license agreement, if the license agreement addresses payment. For all Key Commercial Software with a license agreement substantially in the form of Attachment Eleven, payment of any license or support fees will be governed exclusively by that license agreement.

**Right of Offset.** The State may set off the amount of any Ohio tax liability, liquidated damages or other damages or claims for damages, 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. Further, 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: PROJECT 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 this Project. 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 this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Project 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 Project, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this Project.

**Subcontracting.** The Contractor may not enter into subcontracts related to the Project after award without written approval from the State. Nevertheless, 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 Project. 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 Project 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. Further, 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. 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. Additionally, 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.

In addition, the Contractor must keep a separate account for the Work (the "Work Account"). All payments made from the Work Account may be only for obligations incurred in the performance of this Contract and must be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Work Account must be for obligations incurred only after the effective date of this Contract, unless the State has given specific written authorization for making prior payments from the Work Account.

**Audits.** During the term of this Contract, the Contractor must annually provide OSP an updated SSAE 16 Type I Report, or an equivalent, that has been completed by an outside auditor.

Additionally, 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.

Unless it is impracticable to do so, the Contractor must keep all records related to this Contract in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus, Ohio whenever the State or anyone else with audit rights requests access to the Contractor's Work records. The Contractor will do so with all due speed, not to exceed ten business days.

If any audit reveals any material deviation from the Work's specifications, any misrepresentation, any funds owed to the State, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor must require its subcontractors to agree to the requirements of this section and the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement, but the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

**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 Contractor shall, for each policy required by this Contract must be endorsed to provide the State with 30-days prior written notice of cancellation, or material change, or non-renewal, except a ten (10) day notice of non-payment of premium 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.

In the event Vendor, as part of the provision of Services, will control or develop information technology hardware and/or software, or otherwise control the Company's data, then Vendor shall provide Cyber Liability and/or Intellectual Property Infringement Liability insurance of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate for liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the Services provided under this agreement such as:

- Breaches of security or privacy
- Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code
- Participation in a denial of service attack on a third party
- Violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations
- Intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets)
- Technology errors and omissions
- Business interruption
- Cyber extortion
- Investigation, notification and related credit monitoring costs from any of the above.

**State Personnel.** During the term of this Contract and for one year after completion of the Work, the Contractor may not hire or otherwise contract for the services of any State employee involved directly or indirectly with the Work.

Contractor agrees that (1) it will conduct 3rd party criminal background checks on Contractor personnel who will perform Sensitive Services (as defined below), and (2) no Ineligible Personnel will perform Sensitive Services under this Agreement. "Ineligible Personnel" means any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (b) has been convicted of a felony.

"Sensitive Services" means those services that (i) require access to Customer/Consumer Information, (ii) relate to the State's computer networks, information systems, databases or secure facilities under circumstances that would permit modifications to such systems, or (iii) involve unsupervised access to secure facilities ("Sensitive Services").

Upon request, Contractor will provide written evidence that all of Contractor's personnel providing Sensitive Services have undergone a criminal background check and are eligible to provide Sensitive Services. In the event that Contractor does not comply with the terms of this section, the State may, in its sole and absolute discretion, terminate this Contract immediately without further liability.

**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. However, 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.

**Project Review Check Point.** Upon completion of the baselined Project Plan and on a quarterly basis throughout the Project, the Contractor, in conjunction with State Project team staff, must deliver a presentation to the State. At a minimum, the presentation must address any known State or Contractor issues or concerns, including but not limited to the following:

- Project scope, budget and schedule;
- Any changes to Key named resources assigned to the Project;
- Project readiness including key issues and risk from their current status;
- Project Status including variance from baseline for key milestones, tasks, deliverables (Significant work products) and project closure;
- Methodology, approach, and tools to achieve the Project goals (inventory and status of completeness and agreement for documented project management and implementation approaches. I.e., Project management plan, communication plan, requirements traceability, implementation approach and methodology); and
- Roles, responsibilities, and team expectations.

Upon completion of the presentation, the State will assess the health of the project and determine next steps for moving forward with the Project. The State may take any of the following actions:

- Continue the Project;
- Terminate the Contract; or
- Suspend the Contract.

See Suspension and Termination language in Attachment Four for remedies for failure to deliver the proposed solution.

Please Note: There may be additional Project Reviews conducted by the State on an as needed basis throughout the term of the Contract to assess Project health and ensure the Project is progressing successfully.

**Suspension and Termination.** The State may terminate this Contract for cause, in whole or in part, if in the State's sole discretion, 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.

The State also may terminate this Contract for its convenience and without cause, in whole or in part, or if the Ohio General Assembly fails to appropriate funds for any part of the Project. 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 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. However, 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, it 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 Contractor fails to deliver Deliverables or provide satisfactory services, the State has the right to withhold any and all payments due to the Contractor without penalty or work stoppage by the Contractor until such failure to perform is cured.

If the termination is for the convenience of the State, the Contractor will be entitled to the Contract price for deliverables, products or services accepted by the State and not previously paid for provided in that in no event will total payments exceed the amount payable to the Contractor is the Contract had been fully performed. For items not specifically priced, the State will use fair market value to determine the price owed. The Contractor will use generally accepted accounting principles or equivalent accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

The State will have the option of suspending, in whole or in part, 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 for cause 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 Implementation Manager under this Contract will be the person identified on the RFP Documents as the "Implementation Manager." The Implementation Manager will be the Contractor's liaison with the State under this Contract. The Implementation Manager also 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 Implementation 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 work with 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). 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 Contractor Acknowledgement.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>

Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

**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.

The Contractor will secure information in compliance with the requirements of National Institute of Standards and Technology ("NIST") Special Publication 800-53 Rev. 4 Moderate Impact Level and HIPPA Security Rule

**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 retains ownership rights to all Deliverables, including software or modifications thereof and associated documentation, that the Contractor designs, develops, or installs under this Contract and paid for with Federal Financial Participation under [45 CFR Part 95.617 Software and Ownership Rights](#). 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 State reserves a worldwide, non-exclusive, royalty-free, irrevocable, perpetual license to reproduce, publish, modify, distribute, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation. The State may distribute 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.

#### **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 and security for the State's data, systems, and networks; (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 Project 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 Project. 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.

**Software Warranty.** If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP Documents; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system

administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**Equipment Warranty.** If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for one year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP Documents, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor must notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor must do the following if any Equipment does not meet the above warranties:

- (a) Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
- (b) Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

**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.** The State will not 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, the State will not be liable for direct or other damages in excess of two times the not-to-exceed price of this Contract.

**Human Trafficking.** CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this CONTRACT by reference.

CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:

1. Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
2. Procuring commercial sex acts during the period of performance of the Contract; or
3. Using forced labor in the performance of the Contract.

CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.

ODM has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODM may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175

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

**Standards of Performance and Acceptance.** There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the 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 RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period.

If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or until the 90-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the second 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 may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. However, unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project 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 equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 98.5%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Implementation Manager of the inoperable condition of the Project until the Project is returned in proper operating condition.

The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

**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.

**Software Maintenance.** If this Contract involves software as a Deliverable, then, during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least four years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

**Equipment Maintenance.** If this Contract involves Equipment as a Deliverable, then, upon Equipment delivery and for 12 months after acceptance, the Contractor must provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. If the State exercises its right to any optional maintenance periods, the Contractor's obligations hereunder will extend to those periods as well. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working condition. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP Documents.

The Contractor must exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

The following services are outside the scope of this Contract:

- a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation if such law, rule, or regulation was not in effect on the acceptance date.
- b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from casualty or the State's misuse of the Equipment, damage resulting from improper packing or failure to follow prescribed shipping instructions (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as described or included in the Contractor's Proposal, or causes other than ordinary use of the Equipment.
- c. Furnishing supplies or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices.

- d. Maintenance or any increase in maintenance time resulting from any maintenance or inappropriate connection to other equipment (not done by the Contractor) that results in damage to the Equipment.
- e. Activities required to restore the Equipment to good operating condition if the problem has resulted from someone other than Contractor's authorized service personnel repairing, modifying, or performing any maintenance service on the Equipment.

**Equipment Maintenance Standards.** This section applies if Equipment will be a Deliverable under this Contract.

The Contractor must complete all remedial Equipment maintenance within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor must perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute equipment provided within eight hours after notification by the State, the Contractor will be in default.

All maintenance also must meet any standards contained in the RFP Documents. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies specified elsewhere in the RFP Documents for default, except that the Contractor will only have eight hours to remedy the default.

The Contractor must provide adequate staff to provide the maintenance required by this Contract.

**Equipment Maintenance Continuity.** This section applies if Equipment will be a Deliverable under this Contract.

If the Contractor is unable to provide maintenance services to meet the State's ongoing performance requirements for Equipment delivered under this Contract, and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meet the State's ongoing performance requirement, the Contractor will be in default. The State then will be entitled to the remedies in the default section of this Contract. However, the State will also be entitled to the following items from the Contractor: (a) all information necessary for the State to perform the maintenance, including logic diagrams, maintenance manuals and system and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary spare parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as confidential information will be maintained in confidence by the State, except where disclosure to a third party is necessary for the State to continue the maintenance. However, any third party to whom disclosure is made must agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, any such confidential information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of such use.

**Principal Period of Maintenance (General).** This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must make maintenance available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Fee for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

**Maintenance Access (General).** This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must keep the Project in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

**Key Maintenance Personnel (General).** This section applies if software or Equipment will be a Deliverable under this Contract.

The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving 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.

**Time is of the Essence.** The Contractor hereby acknowledges that time is of the essence for performance under this Contract unless otherwise agreed to in writing by the parties.

## 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 and Ethics Compliance Certification.** 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. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, 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.

**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 ORC Section 125.111 and all related Executive Orders.

Before this Agreement can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

**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.

**Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms it has read and understands Executive Order 2011-12K and will abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, 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 or remedies provided the State in this Agreement.

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 DEPARTMENT OF MEDICAID  
AND**

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

**THIS CONTRACT**, which results from RFP #0A1157, entitled Electronic Visit Verification Services Project, is between the State of Ohio, through the Department of Administrative Services, on behalf of the Ohio Department of Medicaid, and \_\_\_\_\_ (the "Contractor").

This Contract consists of:

1. The one page Contract (Attachment Five) in its final format; and
2. The State's Electronic Visit Verification Services Negotiated Contract which includes the referenced RFP, and 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 \_\_\_\_\_, 2016, 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 NAME**

**STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

**SAMPLE – DO NOT FILL OUT**

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

By: Robert Blair

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

Title: Director, Department of Administrative Services

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

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

## ATTACHMENT SIX: CONTRACTOR PERFORMANCE FORM

The offeror must provide the following information for the past seven years. Please indicate yes or no in each column.

Yes/No	Description
	The offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
	The offeror has been assessed any penalties in excess of \$10,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	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 offeror's 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 on the Work, and the best interests of the State.











**ATTACHMENT SEVEN: OFFEROR PROFILE SUMMARY  
(Experience and Qualifications)  
(CONTINUED)**

**CANDIDATE REFERENCES**

<b>Candidate's Name:</b>
--------------------------

**NOTE:** The Candidate References forms provided here are only required for the key personnel roles documented in this RFP: **Implementation Manager, Account Manager and Quality Manager**. For other proposed roles to be staffed in the offeror's staffing plan, please provide professional resumes, which include the candidate's education and professional training history.

**References.** Provide three (3) references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on projects of similar size and scope in the past five (5) years. The name of the person to be contacted, phone number, company, address, brief description of project size and complexity, and date (month and year) of employment must be given for each reference. These references must be able to attest to the candidate's specific qualifications.

The reference given should be a person within the client's organization and not a co-worker or a contact within the offeror's organization.

If less than three (3) references are provided, the offeror must explain why. The State may disqualify the Proposal if less than three references are given.

<b>Client Company:</b>	<b>Client Contact Name:</b>	<b>Client Contact Title:</b>	
<b>Client Address:</b>		<b>Client Contact Phone Number: Email:</b>	
<b>Work Name:</b>		<b>Beginning Date of Employment:</b> [Month/Year]	<b>Ending Date of Employment:</b> [Month/Year]
<b>Description of services provided that are in line with those to be provided as part of the Work:</b>			
<b>Description of how client work size and complexity are similar to the Work:</b>			





**ATTACHMENT EIGHT: PERSONNEL PROFILE SUMMARY  
(CONTINUED)  
(Experience and Qualifications)**

**CANDIDATE EDUCATION AND TRAINING**

<b>Candidate's Name:</b>
--------------------------

**Education and Training.** This section must be completed to list the education and training of each key candidate and must demonstrate in detail the key candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.

<b>EDUCATION AND TRAINING</b>	<b>MONTHS/ YEARS</b>	<b>WHERE OBTAINED</b>	<b>DEGREE/MAJOR YEAR EARNED</b>
<b>College</b>			
<b>Technical School</b>			
<b>Other Training</b>			

**ATTACHMENT EIGHT: PERSONNEL PROFILE SUMMARY  
(CONTINUED)**

**CANDIDATE REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**IMPLEMENTATION MANGER**

**Note:** The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

**Requirement:** [\[insert candidate requirement text\]](#)

<b>Company Name:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>		<b>Beginning Date of Experience:</b> [Month/Year]	<b>Ending Date of Experience:</b> [Month/Year]
<p><b>Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:</b></p> <p><b>How many months were in an Implementation Manager position?</b></p> <p><b>Describe the size and scope for this project.</b></p>			

**ATTACHMENT EIGHT: PERSONNEL PROFILE SUMMARY  
(CONTINUED)**

**CANDIDATE REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**QUALITY MANGER**

**Note:** The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

**Requirement:** [insert candidate requirement text]

<b>Company Name:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>	<b>Beginning Date of Experience:</b> [Month/Year]	<b>Ending Date of Experience:</b> [Month/Year]	
<p><b>Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:</b></p> <p><b>How many months were they in a Quality Manager position?</b></p> <p><b>Describe the size and scope for this project.</b></p>			

**ATTACHMENT EIGHT: PERSONNEL PROFILE SUMMARY  
(CONTINUED)**

**CANDIDATE REQUIREMENTS**

<b>Candidate's Name:</b>
--------------------------

**ACCOUNT MANGER**

**Note:** The offeror may duplicate this form as necessary to demonstrate the requirement. If another reference used to meet another requirement meets this particular requirement, the same reference may be used.

**Requirement:** [\[insert candidate requirement text\]](#)

<b>Company Name:</b>	<b>Contact Name:</b> Primary or Alternate	<b>Contact Title:</b>	
<b>Address:</b>		<b>Contact Phone Number:</b>	
		<b>Email Address:</b>	
<b>Work Name:</b>	<b>Beginning Date of Experience:</b> [Month/Year]	<b>Ending Date of Experience:</b> [Month/Year]	
<p><b>Description of technical experience, capacity performed, and role that is related to services to be provided for the Work:</b></p> <p><b>How many months were in an Account Manager position?</b></p> <p><b>Describe the size and scope for this project.</b></p>			

**ATTACHMENT NINE: STANDARD AFFIRMATION AND DISCLOSURE FORM**

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:**

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)

**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)

**3. 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 TEN: 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] Implementation Manager

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

**COMPLIANT:**  
**Deliverable Payment Authorized:**    Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_  
**Signature of State Project Representative/Date**

**NOT COMPLIANT:**  
**Describe reason(s) for non-compliance:**  
 (Continue on back if necessary)

\_\_\_\_\_  
**Signature of State Project Representative/ Date      Payment Not Authorized**

**ATTACHMENT ELEVEN: 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:

Potential Conflicts (by person or entity affected)

(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 Project 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 it's regular, fulltime employees will perform at least 30% of the work on the Project.
7. The following is a complete list of all subcontractors, if any, that the offeror will use on the Project, 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 on the project.

**ATTACHMENT TWELVE: COST SUMMARY FORM**

Please provide the cost of all services necessary to complete the Project properly in your quoted fees. Also provide a description and cost for all relevant required and optional services. All proposed cost must be clearly listed in the forms provided. The following table provides an outline of the EVV System the State of Ohio seeks to purchase. Because different companies may have different pricing structures (e.g., flat fee for all services, fee per data source, fee per software component, hourly fee, etc.), it is imperative that you provide the greatest amount of detail possible. The State realizes that each of the components listed below may not be applicable to each offeror.

"NTEP" means Not to Exceed Price.

Cost Assumptions. Provide the following assumptions you used to price your Cost Summary.

Total number of visits:

Total number of individuals:

Total number of providers:

Total number of devices:

<b>Development and Initial Implementation Cost Breakdown</b>	<b>Price</b>
System Development and Testing	\$
Device Cost including Installation (# _____ *\$ _____ /device)	\$
Training	\$
Other (please specify)	\$
<b>Total Costs</b>	\$
NTEP for Development and Implementation	\$
Total Set-Aside MBE Costs for Development and Implementation	\$
Percentage of the above NTEP for Development and Initial Implementation set aside for MBE subcontractor(s)	%

Assume 12 months of operation each year; cost will be pro-rated based on the number of days in the event the System is in use only part of a year.

<b>Annual Operating Cost Breakdown</b>	<b>Price - SFY17</b>	<b>Price - SFY18</b>	<b>Price - SFY19</b>
Transaction Costs (# _____ *\$ _____ /transaction)	\$	\$	\$
Device Cost including Installation (# _____ *\$ _____ /device)	\$	\$	\$
Device Maintenance	\$	\$	\$
Training	\$	\$	\$
24/7 Support	\$	\$	\$
Other (please specify)	\$	\$	\$
<b>Total Costs</b>	\$	\$	\$
NTEP for Annual Operations	\$	\$	\$
Total Set Aside MBE Costs for Annual Operations	\$	\$	\$
Percentage of the above NTEP for Annual Operations	%	%	%

Optional/Additional Items Offered

<b>Optional/Additional Item Offered</b>	<b>Price</b>

NTEP for Development and Initial Implementation (copy from above)	+	_____
NTEP for SFY17 Operations (copy from above)	+	_____
NTEP for SFY18 Operations (copy from above)	+	_____
NTEP for SFY19 Operations (copy from above)	+	_____
Cost Summary Points (Total Not To Exceed Amount)	+	_____

## ATTACHMENT THIRTEEN: TECHNICAL AND FUNCTIONAL REQUIREMENTS

Offers must read and respond to the requirements appropriately. At a minimum, if a requirement does not require a narrative to be described or form to be filled out, the Offeror must confirm that they have read, understood and agree to the requirement as described.

Offerors are encouraged to detail additional features they will provide, which will support policy and program integrity objectives.

1.0 Offeror Qualifications	Designator	Confirm
1.1 Using the Offeror Profile Summary Form in Attachment Seven, the Offeror (prime contractor) and/or its subcontractor(s) must demonstrate at least three years of experience with electronic visit verification projects similar in size, complexity and duration.	Medium	
1.1.1 Using the Offeror Profile Summary Form in Attachment Seven, the Offeror (prime contractor) and/or its subcontractor(s) must provide at least two references and as many as five references for similar projects in the immediately preceding 36 months.	Medium	
1.2 The Offeror and/or its subcontractor(s) must describe a minimum of three years of experience in health care. A preference may be given to experience in health care technology and to experience in the delivery of home and community based services.	Low	
1.3 Using the Offeror Profile Summary Form in Attachment Seven, the Offeror (prime contractor) and/or its subcontractor(s) must demonstrate that they have successfully implemented and operated electronic visit verification systems for health care purchasers. A preference may be given for public sector experience.	High	
1.4 The Offeror and/or its subcontractor(s) will provide audited financial statements upon request.	Low	
1.5 The Offeror and/or its subcontractor(s) will provide business financial disclosures upon request.	Low	
<b>2.0 Project Management</b>		
2.1 The Offeror must provide a detailed project work plan with projected time frames in the proposal. ODM and Contractor staff will discuss the plan in the first 30 days of the contract but ODM will retain final approval.	Medium	
2.1.1 The Offeror must agree that all future changes to the approved project plan will be submitted to ODM for review and approval.	Low	
2.1.2 The Contractor must keep the project plan updated and available, electronically and in paper form.	Low	
2.2 The Offeror must provide a detailed project management structure. ODM and Contractor staff will discuss the project management structure in the first 30 days of the contract, but ODM will retain final approval.	Medium	
2.2.1 The project governance structure must address integration, issues, change, scope, requirements, time, cost, quality, communication and risk throughout the implementation and operations phases of the EVV Project.	Medium	
2.2.2 The project governance structure will identify ODM resources that will be required to implement and operate the EVV project.	High	

<b>2.3 Provide a detailed staffing plan for the EVV Project. The staffing plan will include all Offeror and subcontractor resources identified for the project.</b>	<b>Medium</b>	
<b>2.3.1 The initial detailed staffing plan must be submitted in the first thirty days of the contract and is subject to approval by ODM.</b>	<b>Low</b>	
<b>2.3.2 All changes to the staffing plan over the life of the contract must be approved by ODM prior to implementation.</b>	<b>Low</b>	
<b>2.3.3 The staffing plan must include an Implementation Manager, an Account Manager, and a Quality Manager.</b>	<b>Low</b>	
<b>2.3.4 The Offeror must identify all key positions in the project governance structure. Provide specific descriptions of roles and responsibilities, time devoted to the EVV project during development and after implementation, and the percentage of time the project staff member will work on-site both during development and after implementation.</b>	<b>Medium</b>	
<b>2.3.5 Specify the person who will hold each of the key positions identified.</b>	<b>Medium</b>	
<b>2.3.6 Detail, by position, the education, experience and other qualifications of each person proposed for a key position for the Ohio EVV project.</b>	<b>Medium</b>	
<b>2.3.7 ODM must approve Offeror staff initially selected for key positions and any changes in the Offeror staff holding key positions specified in the response over the life of the contract.</b>	<b>Low</b>	
<b>2.3.8 The Contractor must provide a detailed organization chart annually or within five business days of ODM's request.</b>	<b>Low</b>	
<b>2.4 The Contractor must identify a single Implementation Manager (e.g., Contract Project Manager) for the EVV System. The Implementation Manager must be responsible for all project management activities and for ensuring all requirements are satisfied. The Implementation Manager must participate in all state, provider, and stakeholder meetings as requested by ODM.</b>	<b>High</b>	
<b>2.4.1 The Offeror must confirm that the Offeror's Implementation Manager will maintain the project plan over the life of the project.</b>	<b>Low</b>	
<b>2.4.2 The Offeror must detail the education, experience and other qualifications of the proposed Implementation Manager.</b>	<b>Medium</b>	
<b>2.4.3 The Implementation Manager must be a full-time employee of the Offeror.</b>	<b>Low</b>	
<b>2.4.4 The Implementation Manager must be assigned to the Ohio EVV project on a full time basis for the duration of the development and implementation work, until the EVV system is successfully implemented and accepted by ODM. Final acceptance by ODM will be documented formally in writing.</b>	<b>High</b>	
<b>2.4.5 The Implementation Manager must work on-site one hundred percent of the time through the development and implementation phase of the project.</b>	<b>Medium</b>	
<b>2.4.6 The Implementation Manager must demonstrate a minimum of five years of project management experience managing the implementation of IT projects similar in duration, scope and complexity to the EVV project. ODM may consider comparable work experience. A preference may be given for public sector experience.</b>	<b>High</b>	

2.4.7 The Implementation Manager must have attained a project management professional (PMP) Certification from the Project Management Institute (PMI) or equivalent .	Low	
2.4.8 A preference may be given for demonstrated knowledge of the Medicaid policy and administrative rules governing both fee for service and managed care models.	Low	
2.4.9 A preference may be given for demonstrated knowledge of electronic visit verification systems and Medicaid claims processing.	Low	
2.4.10 A preference may be given for demonstrated knowledge of delivery of home and community based services.	Low	
2.4.11 Using the Offeror Profile Summary Form in Attachment Eight, the Offeror must provide two projects similar in size, duration and complexity for the proposed Implementation Manager. References that are familiar with the proposed Implementation Manager’s work must be included.	Medium	
2.4.12 ODM will approve the initial Implementation Manager and any change to a different Implementation Manager over the life of the contract.	Low	
2.5 The offeror must identify a single Account Manager for the EVV system. The Account Manager must assist the Implementation Manager as needed and be responsible for contract oversight from start up through the life of the contract. The Account Manager must participate in all state, provider, and stakeholder meetings as requested by ODM.	High	
2.5.1 The Account Manager must serve as the single point of contact with ODM for the duration of the contract.	Low	
2.5.2 Using the Personnel Profile Summary Forms, the Offeror must detail the education, experience and other qualifications of the proposed Account Manager.	Medium	
2.5.3 The Account Manager must be a full-time employee of the Offeror or its subcontractor.	Low	
2.5.4 Specify the percentage of time the Account Manager will devote to the EVV project on a weekly basis during the development and implementation phase of the project and after the project has been formally accepted by ODM.	Medium	
2.5.5 The Account Manager must have an MBA, MHA, MPA, other advanced business degree or comparable work experience.	Low	
2.5.6 Using the Personnel Profile Summary Forms, the Offeror must show that the Account Manager has a minimum of 3 years of experience serving as Account Manager for IT projects similar in size, duration and complexity to the EVV project. ODM may consider comparable work experience. A preference may be given for public sector experience.	Medium	
2.5.7 A preference may be given for demonstrated knowledge of the Medicaid policy and administrative rules governing both fee for service and managed care models.	Low	
2.5.8 A preference may be given for demonstrated knowledge of electronic visit verification systems and Medicaid claims processing.	Low	
2.5.9 A preference may be given for demonstrated knowledge of the delivery of home and community based services.	Low	

2.5.10 Provide at least two references who are familiar with previous projects similar in size, duration and complexity for the proposed Account Manager.	Medium	
2.5.11 ODM will approve the initial Account Manager and any change to a different Account Manager.	Low	
2.6 The offeror must identify a single Quality Manager for the EVV System. The Quality Manager must be responsible for management of the day to day operation of the EVV system, including issue management and resolution. The Quality Manager must participate in all state, provider, and stakeholder meetings as requested by ODM.	High	
2.6.1 The Quality Manager must be responsible for managing all test activities related to the development and implementation of the EVV project.	Medium	
2.6.2 Using the Personnel Profile Summary Forms, the Offeror must detail the education, experience and other qualifications of the proposed Quality Manager.	Medium	
2.6.3 The Quality Manager must be a full-time employee of the Offeror or its subcontractor.	Low	
2.6.4 The Quality Manager must be assigned to the EVV project on a full time basis.	High	
2.6.5 The Quality Manager must work on-site one hundred percent of the time from the date testing begins and through the life of the contract.	Medium	
2.6.6 The Quality Manager must have a bachelor's degree, preferably in health care administration, nursing, health information administration, or comparable work experience.	Low	
2.6.7 The Quality Manager must demonstrate a minimum of 3 years of experience serving as Quality Manager for projects similar in size, duration and complexity to the EVV project. ODM may consider comparable work experience. A preference may be given for public sector experience.	Medium	
2.6.8 The Quality Manager must have extensive knowledge of claims processing and data management.	Medium	
2.6.9 A preference may be given for demonstrated knowledge of the Medicaid policy and administrative rules governing both fee for service and managed care models.	Low	
2.6.10 A preference may be given for demonstrated knowledge of the delivery of home and community based services.	Low	
2.6.11 Using the Personnel Profile Summary Forms, the Offeror must provide two references who are familiar with previous projects similar in size, duration and complexity for the proposed Quality Manager.	Medium	
2.6.12 ODM will approve the initial Quality Manager and any change to a different Quality Manager.	Low	
2.7 The Contractor must provide timely written status reports and work plan updates in a format agreed to by ODM. Status reports will be due at least weekly at the beginning of the contract. The parties may agree to changes in the frequency of status reports.	Medium	
2.8 ODM will approve any change in duties for the Implementation Manager, the Account Manager, the Quality Manager or other key positions identified in the Project Governance Structure over the life of the contract.	Low	

<p><b>2.9 The Offeror must remove key personnel, if requested by ODM, within two business days of the request for removal, or as otherwise agreed between the parties. The key personnel will be replaced within 30 calendar days after the position is vacant, unless a longer period is approved by the State. The Offeror will replace key personnel with personnel of equal or greater ability and qualifications, subject to approval by the ODM, regardless of the reason for replacement.</b></p>	<p><b>Low</b></p>	
<p><b>2.10 The Offeror must maintain a strong business knowledge specific to the Ohio Medicaid Program and the EVV Project over the life of the contract. The Offeror must describe the documentation and process for knowledge transfer that the Offeror will use to ensure continuity in business knowledge through any staff changes and/or reassignments.</b></p>	<p><b>High</b></p>	
<p><b>2.11 The Contractor must develop and maintain Issue Management Processes, including identification, communication, tracking, and resolution, throughout the duration of the contract. The offeror must provide a detailed description of the complete issue management process the Contractor will utilize.</b></p>	<p><b>High</b></p>	
<p><b>2.11.1 The Contractor must utilize an issue management tracking system that provides, at a minimum, the following:</b></p> <ul style="list-style-type: none"> <li>• Description of the issue</li> <li>• Priority of the issue</li> <li>• Dependencies and plans for resolution</li> <li>• Staff responsibility assignments</li> <li>• Impact severity</li> <li>• Targeted and actual resolution dates</li> <li>• Resolution action summary</li> </ul> <p><b>Describe the issue management tracking system in detail.</b></p>	<p><b>Medium</b></p>	
<p><b>2.11.2 The Contractor must document the discovery of all issues and notify ODM in writing within no more than four hours of discovery. The written notification will include all relevant facts known at the time and identify efforts underway to resolve the issue.</b></p>	<p><b>High</b></p>	
<p><b>2.11.3 The Offeror must propose a process and criteria, that will be used to establish the priority of an issue, at least 90 days prior to implementation. ODM will provide final approval, over the process and criteria, prior to implementation.</b></p>	<p><b>Medium</b></p>	
<p><b>2.11.4 ODM will make the final determination regarding issue priority in all cases.</b></p>	<p><b>Low</b></p>	
<p><b>2.11.5 The Contractor must collaborate with ODM to ensure effective communication regarding issue identification and resolution to impacted stakeholders as appropriate.</b></p>	<p><b>Medium</b></p>	
<p><b>2.11.6 It is the responsibility of the Offeror to establish and maintain ongoing communication with ODM from the point in time when an issue is identified and concluding when the issue is resolved. The Offeror must explain the process that will be used to ensure effective communication throughout the issue management process.</b></p>	<p><b>Medium</b></p>	
<p><b>2.12 The Contractor must develop a Business Continuity Plan (BCP) and a Disaster Recovery Plan (DRP). The BCP and DRP must address procedures for response to emergencies and other business interruptions.</b></p>	<p><b>High</b></p>	
<p><b>2.12.1 The BCP must address short-and-long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to ODM data. Such resources may include, among others, communications,</b></p>	<p><b>High</b></p>	

supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware.		
2.12.2 The DRP must address the rapid restoration, relocation, or replacement of resources associated with the data in the case of a disaster or other business interruption.	High	
2.12.3 The BCP and DRP must provide adequate backup and recovery for all operations, both manual and automated, including all functions required to meet the backup and recovery standards: Recovery Time Objective (RTO) and Recovery Point Objective (RPO).	High	
2.12.3.1 The RPO shall have a target of at least 48 hours with a probable time of 24 hours. The Offeror must specify the proposed RPO.	High	
2.12.3.2 The RTO shall be at least 25% in 48 hours, 50% in 96 hours and 100% in 144 hours. The Offeror must specify the proposed RTO.	High	
2.12.4 The Offeror must review, test and update the DRP at least annually. At a minimum, the test must include comprehensive tabletop exercises. Explain the process that will be used to review, test and update the DRP. Include the frequency with which the process will be applied.	Medium	
2.12.5 The DRP must address backing up and storing data at a location sufficiently remote from the facilities at which the Offeror maintains all data in case of loss of that data at the primary site. Identify the location where the data will be stored.	Medium	
2.12.6 The Offeror must review, test and update the BCP at least annually. At a minimum the test must include comprehensive tabletop exercises. Explain the process that will be used to review, test and update the DRP. Include the frequency with which the process will be applied.	Medium	
<b>3.0 General System Requirements</b>		
3.1 The EVV system must be configurable to support multiple programs or services which have different policies, procedures and business rules, all of which are subject to change during the contract period.	High	
3.1.1 The initial implementation of the EVV system will verify nursing and aide services provided through the Ohio Home Care Waiver, the state plan home health benefit, the state plan private duty nursing benefit and the RN Assessment Service. These services could be provided through the traditional fee for service delivery system or through a MCO.	Low	
3.1.2 Waiver Nursing and aide services provided through PASSPORT will be included in the initial implementation of the EVV system, or at the discretion of ODM, at the point in time the case management of those services is incorporated in LOTISS.	Low	
3.2 The EVV system must have capacity for future expansion to additional populations or services. Additional services and programs may be added to or removed from the EVV implementation throughout the life of this contract. ODM has the sole authority to determine when and if services and/or programs are added to or removed from the EVV System.	High	
3.3 The EVV system must receive provider and individual data from MITS at a frequency and in a format determined by ODM. The frequency will not be less often than daily.	High	

3.3.1 The Offeror must collaborate with ODM to develop requirements for the data to be transferred from MITS, including data elements, format, and frequency.	Medium	
3.3.2 The Offeror must complete, subject to approval by ODM, the interface with MITS.	High	
3.4 The EVV system must receive information from LOTISS at a frequency and in a format determined by the ODM. The frequency will not be less often than daily.	High	
3.4.1 The EVV system will receive updates from LOTISS in near real time transactions.	High	
3.4.2 The EVV system will be able to receive information in batch and individual transactions.	High	
3.4.3 The Contractor will collaborate with ODM to develop requirements for the data to be transferred from LOTISS, including data elements, format, and frequency.	Medium	
3.5 All data collected by the EVV system is and will remain the property of ODM.	Low	
3.6 All data collected by the EVV system will be stored by the Contractor for seven years. Specify the manner in which the data will be stored.	High	
3.6.1 The Contractor must transfer data stored in the EVV system to ODM in a manner and frequency determined by ODM.	Low	
3.7 The Contractor shall coordinate with the State's Operational Business Intelligence (BI) vendor to interface with existing Oracle database technology for storage of the complete set of EVV data in a frequency and format as specified by ODM. The database(s) are stored on the State of Ohio Computing Center (SOCC) and the Offeror must establish physical connectivity to the SOCC with ODM approved technology.	Medium	
3.8 The Offeror must specify the method the EVV system will use to uniquely identify each user.	High	
3.8.1 The Offeror must detail the process that will be used to assign unique user identification to each user prior to the initial implementation.	Medium	
3.8.1.1 The Offeror must confirm that each user will receive their unique user identification no later than the date when he/she completes the initial system training.	Low	
3.8.1.2 The Offeror must explain the steps that will be taken to monitor the assignment of unique user identification, including tracking and outreach to probable users to ensure all users have a unique identifier prior to the initial date of implementation.	Medium	
3.8.2 The Offeror must describe in detail the process that will be used to assign unique user identification to users new to the EVV system after the initial implementation.	Medium	
3.8.2.1 The Offeror must describe the process that a new user will use to request unique identification.	Low	
3.8.2.2 Subsequent to the initial implementation, the EVV System must assign a new user a unique user identification in no more than 7 days from the date it is requested.	Low	
3.9 The EVV system must use role based access for data and system functionality.	High	
3.9.1 The proposal will include defined roles. ODM and the Offeror will collaboratively refine the proposed roles.	High	

<p><b>3.9.2 Describe the process used to assign each user their appropriate role. Include the party responsible for assigning the role and any criteria that will be used. The process must be flexible and allow ODM to designate entities to assign roles (e.g., a provider agency will assign roles to direct care workers and a case management agency will assign roles to individual case managers).</b></p>	<p><b>Medium</b></p>					
<p><b>3.9.3 The EVV system must be flexible and allow for role modifications. The Offeror must describe the process used to change user roles and a description of the record maintained regarding the role of a user over time.</b></p>	<p><b>Medium</b></p>					
<p><b>3.9.4 Detail the process the offeror will use to modify, add and delete user role definitions over the life of the contract.</b></p>	<p><b>Low</b></p>					
<p><b>3.10 The EVV system will use a business rules engine to provide flexibility in customizing, modifying, and adding verification requirements by program and by service.</b></p>	<p><b>High</b></p>					
<p><b>3.11 The EVV system will have the capacity to communicate in near real time with EVV systems operated by other entities (other qualifying systems).</b></p>	<p><b>High</b></p>					
<p><b>3.12 The EVV solution and supporting processes will comply with the CMS Seven Standards and Conditions and the most current version of CMS's Medicaid Information Technology Architecture (MITA). The EVV solution will be closely integrated with the Ohio MITS system, which is an integral part of Ohio's Health Services Enterprise (HSE) as well as with the Enterprise Data Warehouse (EDW). Payments to HCBS providers for FFS claims are generated from the MITS system and therefore are outside the scope of this RFP.</b></p>	<p><b>High</b></p>					
<p style="text-align: center;"><b>MITA Goals and Objectives</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center; vertical-align: middle;"><b>MITA Goals</b></td> <td> <ul style="list-style-type: none"> <li>• Achieve common Medicaid goals through interoperability and shared standards;</li> <li>• Promote an enterprise view that supports enabling technologies aligned with Medicaid business processes and technologies;</li> <li>• Promote an environment that supports flexibility, adaptability, and rapid response to changes in programs and technology;</li> <li>• Provide data that is timely, accurate, usable, and easily accessible to support analysis and decision making for healthcare management and program administration; and</li> <li>• Provide performance measurement for accountability and planning.</li> </ul> </td> </tr> <tr> <td style="text-align: center; vertical-align: middle;"><b>MITA Objectives</b></td> <td> <ul style="list-style-type: none"> <li>• Adopt data and industry standards;</li> <li>• Break down artificial boundaries between systems, geography, and funding (within the Title XIX Program);</li> <li>• Promote efficient and effective data sharing to meet stakeholder needs;</li> <li>• Promote good practices (e.g., the Capability Maturity Model [CMM] and data warehouse);</li> <li>• Promote reusable components; modularity;</li> <li>• Promote secure data exchange (single entry point);</li> <li>• Provide a beneficiary-centric focus; and</li> <li>• Support integration of clinical and administrative data.</li> </ul> </td> </tr> </table>			<b>MITA Goals</b>	<ul style="list-style-type: none"> <li>• Achieve common Medicaid goals through interoperability and shared standards;</li> <li>• Promote an enterprise view that supports enabling technologies aligned with Medicaid business processes and technologies;</li> <li>• Promote an environment that supports flexibility, adaptability, and rapid response to changes in programs and technology;</li> <li>• Provide data that is timely, accurate, usable, and easily accessible to support analysis and decision making for healthcare management and program administration; and</li> <li>• Provide performance measurement for accountability and planning.</li> </ul>	<b>MITA Objectives</b>	<ul style="list-style-type: none"> <li>• Adopt data and industry standards;</li> <li>• Break down artificial boundaries between systems, geography, and funding (within the Title XIX Program);</li> <li>• Promote efficient and effective data sharing to meet stakeholder needs;</li> <li>• Promote good practices (e.g., the Capability Maturity Model [CMM] and data warehouse);</li> <li>• Promote reusable components; modularity;</li> <li>• Promote secure data exchange (single entry point);</li> <li>• Provide a beneficiary-centric focus; and</li> <li>• Support integration of clinical and administrative data.</li> </ul>
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<p><b>3.13 The Contractor will coordinate with the State's Operational Business Intelligence (BI) vendor to interface with existing Oracle database technology for storage of complete set of EVV data in a frequency and format specified by ODM. The</b></p>	<p><b>High</b></p>					

database(s) are stored at the State of Ohio Computing Center (SOCC) and the Contractor must establish physical connectivity to the SOCC with ODM approved technology.		
3.14 The EVV system must include a mechanism for recording specific access by users of the system to confidential personal information (CPI) contained within the EVV system. The mechanism must record the following data elements and allow a user search to search this log for matching criteria to discern what was accessed: <ul style="list-style-type: none"> <li>• User Name</li> <li>• Date of Access</li> <li>• Time of Access</li> <li>• Name of Individual (First and Last) whose CPI was accessed</li> <li>• Name of computer system used to access CPI</li> <li>• Query/Transaction used</li> </ul>	High	
<b>Section 4.0 Testing</b>		
The Contractor will perform and/or support testing cycles throughout the project. Those testing cycles may include, but is not limited to, the following: <ul style="list-style-type: none"> <li>• Construction and Unit Test</li> <li>• System Testing (to demonstrate that the applications function correctly on Offeror's hardware in a production type environment)</li> <li>• Integration Testing</li> <li>• Interface Testing</li> <li>• User Acceptance Testing (UAT)</li> <li>• Operational Readiness Review (ORR)</li> <li>• Pilot Operations</li> </ul>	High	
4.1 The Offeror must include a Master Test Plan in the Proposal.	Medium	
4.1.1 The Master Test Pan must document and guide the approach to testing throughout the life cycle of the EVV Project.	Medium	
4.1.2 The Master Test Pan must specify the testing cycles that will be utilized.	Medium	
4.1.2.1 If the Offeror is not including any of the testing cycles listed above, the proposal will explain in detail why the testing cycle is not required and how any risk that results will be mitigated.	Medium	
4.1.3 The Master Test Plan must include the definition of test philosophy, including objectives, required or types of testing, and basic strategy.	Medium	
4.1.3.1 The Master Test Plan must include the Offeror's strategy for maintaining testing environments to facilitate all testing cycles and testing needs.	Medium	
4.1.3.2 The Master Test Plan must explain the strategy for reporting impacts resulting from changes implemented through the change management process.	Medium	
4.1.3.3 The Master Test Plan must explain the strategy to be used for creating and populating the test database and maintaining the files during the iterative testing.	Medium	
4.1.3.4 The Master Test Plan must explain the strategies for collaboration and sharing of test cases with ODM, its staff and its designees to support applicable testing cycles.	Medium	
4.1.4 The Master Test Plan must describe testing activities.	Medium	
4.1.4.1 The Master Test Plan must explain how the testing will satisfy specific objectives and demonstrate that the requirements are met.	Medium	

4.1.4.2 The Master Test Plan must specify which design modules will undergo control or data flow analysis.	Medium	
4.1.4.3 The Master Test Plan must explain how each phase of testing is determined to be complete. Include any formal reports and/or debriefings that will be conducted.	Medium	
4.1.4.4 The Master Test Plan must explain the testing facilities, environment and specific testing tools that will be used.	Medium	
4.1.4.5 The Master Test Plan must explain the processes and procedures that will be used for releasing testing results, data reduction and analysis, and review of test results.	Medium	
4.1.4.6 The Master Test Plan must explain how pass-fail criteria and testing time frames will be established.	Medium	
4.1.4.7 The Master Test Plan must explain how testing results will be tracked.	Medium	
4.1.4.8 The Master Test Plan must explain the process that will be used to establish acceptance criteria that determines whether a phase of testing has been completed. Criteria will include items such as number and types (severity/priority) of defects.	Medium	
4.2 The Contractor will develop a Final Master Test Plan for the EVV project. The Final Master Test Plan will update/refine the Proposed Master Test Plan.	High	
4.2.1 The Final Master Test Plan will include at least the testing cycles included in the Proposed Master Test Plan.	Low	
4.2.2 The Final Master Test Plan will be submitted to ODM within 45 days of the start of the contract for review and approval.	Low	
4.2.2 The Final Master Test Plan will address, at a minimum, all items included in the Proposed Master Test Plan.	Low	
4.2.3 The Final Master Test Plan will specify pass fail criteria.	Low	
4.2.4 The Final Master Test Plan will establish testing time frames.	Low++	
4.2.5 For each testing cycle, specify each of the following: <ul style="list-style-type: none"> <li>• Facilities/tools to be used;</li> <li>• Staff resources the Offeror will provide;</li> <li>• Staff resources, if any, ODM will provide;</li> <li>• Method for review of test case and procedures;</li> <li>• Configuration management;</li> <li>• Procedures for releasing test results;</li> <li>• Test data refreshing;</li> <li>• Planned testing environment; and</li> <li>• Acceptance criteria.</li> </ul>	High	
4.2.6 Any changes to the Final Master Test Plan will be implemented only after written approval by ODM.	Low	
4.3 The Contractor will coordinate all testing activities as directed by ODM.	High	
4.4 For each testing cycle included in the Final Master Test Plan, the Contractor will prepare a comprehensive set of test scenarios, with applicable test cases and expected test results.	Medium	

<b>4.5 The Contractor will provide ODM and/or its designees access to test cases and test data to facilitate execution of applicable testing cycles</b>	<b>Medium</b>	
<b>4.6 The Final Master Test Plan must include User Acceptance Testing to provide an opportunity for ODM users and Contractor staff to determine the adequacy of the system design and functionality.</b>	<b>High</b>	
<b>4.6.1 User Acceptance Testing will only be conducted on a fully tested and operations-ready EVV, including all software features.</b>	<b>Low</b>	
<b>4.6.2 User Acceptance Testing will be conducted in a controlled environment separate from all other environments using cycle times determined mutually between the Contractor and ODM.</b>	<b>High</b>	
<b>4.7 For each phase of testing, the Contractor will prepare and deliver the following documentation to ODM:</b>	<b>Low</b>	
<ul style="list-style-type: none"> <li>• Test Materials Packet;</li> <li>• Updated Requirements Traceability Matrix with test results;</li> <li>• Test Results Packet; and</li> <li>• Offeror Certification of Successful Test Completion.</li> </ul>		
<b>4.7.1 The Test Materials Packet must include at least the following documents:</b>	<b>Low</b>	
<ul style="list-style-type: none"> <li>• Test Cases;</li> <li>• Expected Results;</li> <li>• Test Procedures; and</li> <li>• Test scripts.</li> </ul>		
<b>4.7.1.1 Test scripts will include, at a minimum, roles and responsibilities of the Contractor and ODM personnel. Application scripts, operating system scripts, constraints, initialization, termination, actions to perform in case of error, data analysis procedures, and interfaces exercised.</b>	<b>Low</b>	
<b>4.7.1.2The Contractor must refine the test procedures and scripts throughout the life of the system to reflect the as-built design and current requirements.</b>	<b>Low</b>	
<b>4.7.2 The Test Results Packet will include at least the following documents:</b>	<b>Low</b>	
<ul style="list-style-type: none"> <li>• Transmittal Report;</li> <li>• Test Log;</li> <li>• Incident Report; and</li> <li>• Summary Results Report.</li> </ul>		
<b>4.7.2.1 The Summary Results Report will include identification of the items, features, and operations tested; a summary of all features and operations tested and the test steps taken.</b>	<b>Low</b>	
<b>4.7.2.2 The Summary Results Report will include a summary of the results of testing for each operation and feature tested including any limitations of the testing strategy.</b>	<b>Low</b>	
<b>4.7.2.3 The Summary Results Report will identify variances from expected results, including recommendations for corrective action or alternative solutions for each variance noted.</b>	<b>Low</b>	
<b>4.7.2.4 The Test Results Packet will include a comprehensive assessment of readiness for subsequent test phases or for statewide operation.</b>	<b>Low</b>	
<b>4.8 The Contractor will address and resolve all defects identified in testing cycles.</b>	<b>High</b>	

4.9 The Contractor will resolve all system abends identified in testing cycles.	High	
4.10 The Contractor will perform system testing for all change requests to include regression testing, before changes are promoted to the production environment.	Medium	
4.11 The Contractor will conduct walk-throughs of system changes that are ready to be moved into the production environment including but not limited to an online demonstration and a discussion of programs that are impacted by the system change, as specified by ODM.	Low	
4.12 The Contractor will provide ODM weekly reports of testing status that cover the status of testing scheduled for that week, including metrics on number of tests completed, number deferred or cancelled, results of the tests executed, defects identified, by level and corrections undertaken.	Medium	
4.13 The Contractor will conduct an Operational Readiness Review (ORR) prior to statewide implementation of the EVV project. The ORR involves validating all the operations and hardware, software, and the telecommunications aspects of the EVV solution. This review will involve comparing all operational components of the replacement system against the ORR checklists.	High	
4.13.1 The ORR task is designed to ensure that the Contractor and the EVV solution are ready to perform the basic functions, meeting all reporting requirements, using a properly functioning data communications network, meeting system performance requirements and having demonstrated back up capacity.	Low	
4.13.2 The Offeror must propose an ORR plan.	Medium	
4.13.3 The Offeror's ORR Plan must include extensive checklists for each functional area containing items related to the preparedness of that function for a successful implementation.	Medium	
4.13.4 The ORR plan and ORR checklists will be submitted ODM for review and approval within 60 days of the start of the contract.	Low	
4.13.5 After initially approved by ODM, the ORR plan and checklists must be changed only with written approval by ODM.	Low	
4.13.6 ORR testing must include a volume test of thirty calendar days of production capacity volumes to demonstrate that the EVV solution and Offeror staff is prepared for full production.	High	
4.13.7 The Offeror must provide ODM completed ORR checklists within timeframes established in the approved ORR plan.	Low	
4.13.8 The Contractor will document all issues, problems and defects identified through the ORR.	Low	
4.13.8.1 The Contractor will propose solutions for all issues, problems and defects identified through the ORR.	Low	
4.13.8.2 The Contractor will develop an ORR Corrective Action Plan.	Low	
4.13.8.3 The Contractor will document the completion of the ORR Corrective Action Plan.	Low	

4.13.8.4 The Contractor will update user manuals and other system documentation as needed. Those changes will be reviewed and approved by ODM in accordance with Section 12.	Low	
4.13.8.5 The Contractor will prepare and submit to ODM an ORR Report that demonstrates that the Offeror and EVV are ready to begin operations.	Low	
4.14 The Pilot Operations task will be conducted to validate the capacity and processing of the EVV in a tightly controlled production environment.	Medium	
4.14.1 Pilot Operations will include a test of actual data processing in a full operational environment. End to End EVV functionality will be fully tested.	Medium	
4.14.2 Pilot Operations will demonstrate physical security, data security, and fire and disaster prevention and recovery procedures.	Medium	
4.14.3 The Contractor must provide all written test result of the Pilot Operations to ODM.	Low	
4.14.4 Pilot Operations must demonstrate a fully functional EVV solution.	High	
4.14.5 At the successful conclusion of the Pilot Operations, the Contractor will provide ODM official written notification of readiness for full production operations.	Low	
<b>5.0 Privacy and Security</b>		
5.1 Protected Health Information (PHI) will not be used or disclosed except as provided in this Agreement or as otherwise required under HIPAA regulations, state and federal Medicaid confidentiality standards and any other applicable state or federal law or policy.	High	
5.2 The Contractor will implement sufficient safeguards and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained or transmitted on behalf of ODM.	High	
5.3 The Contractor will promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured PHI as required in 45 CFR 164.410 and any security incident wherein the Contractor has knowledge or reasonably should have knowledge under the circumstances. Detail the process that will be used to meet this requirement.	High	
5.4 The Contractor agrees to coordinate with ODM to determine specific actions required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities or other authorities. Notification or communication to any media outlet, must be approved, in writing, by ODM prior to any such communication being released. The Contractor will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.	Low	
5.5 The Contractor will bear the sole expense of all costs to mitigate any harmful effect or any breaches or security incidents of which the Offeror has knowledge which are directly caused by the use or disclosure of PHI by the Offeror in violation of the terms of this agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.	High	

5.6 The Contractor, in compliance with 45 CFR 164.502e(i)(ii) and 164.308(b)(2), as applicable, will ensure that all its agents and subcontractors that create, receive maintain, or transmit PHI from or on behalf of the Offeror and/or ODM agree to have, in a written agreement, the same restrictions, conditions and requirements that apply to the Offeror with respect to the use or disclosure of PHI.	Low	
5.7 The Contractor will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to 45 CFR 164.524 and 164.528 and any amendments thereto.	Low	
5.8 The Contractor will make any amendments to PHI as directed, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy the ODM's obligations under 45 CFR 164.526. In the event that the Contractor receives a request for amendment directly from an individual, agent or subcontractor, the Offeror will notify ODM prior to making any such amendment(s). The Contractor's authority to amend information is explicitly limited to information created by the Contractor.	Low	
5.9 The Contractor will maintain and make available to ODM or individuals requesting the information, as appropriate, records of all disclosures of PHI in a designated record set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every discloser, the record will include, at a minimum the name of the individuals who is the subject of the disclosure, the date of the disclosure, the reason for the disclosure (if any), and the name and address of the recipient of which PHI was disclosed.	Low	
5.10 When the Contractor is required to carry out an obligation of ODM under Subpart E, the Contractor is required to comply with all regulatory requirements that would apply to ODM in the performance of such obligation.	Low	
5.11 The Contractor will make available to ODM and the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books and records related to the use and disclosure of PHI received from ODM or PHI created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.	Low	
5.12 Upon termination of this agreement and at the direction of ODM, the Offeror will return to ODM or destroy all PHI in the Offeror's possession stemming from this Agreement as soon as possible but no later than 90 days and will not keep copies of the PHI except as may be requested by ODM or required by law. If the Contractor, its agents or its subcontractors destroy any PHI, the Contractor will provide to ODM documentation evidencing such destruction. Any PHI retained by the Contractor will continue to be extended the same protections set forth in this section, HIPAA regulations and this Agreement for as long as it is maintained.	Low	
<b>6.0 Data Collection Module – Hardware</b>		
6.1 Provide a data collection device (device) in the home of each individual using services subject to EVV that can be used to securely collect an independent verification of the service. Describe the primary device that will be provided in detail and describe how the following requirements will be met.	High	
6.1.1 The device will be easily used by individuals with a broad range of familiarity with smart phones, tablets and other mobile devices, including those with no familiarity.	Low	
6.1.2 The device will utilize a secure log in process with unique user identification. Explain in detail the method used to identify users at the time of log in.	High	

6.1.3 The device will use GPS technology to identify the location of the user each time data is entered into the device. Describe the technology that will be used, including the accuracy of location identification functionality.	High	
6.1.4 The device will capture all the data elements necessary to verify a visit. The elements include: The identity of the direct care worker; The identity of the billing provider; The identity of the individual receiving services; The date and start time of the visit; The date and end time of the visit; The location of the visit; The services being delivered (e.g., nursing, aide); The individual's independent verification of services received; and The individual's independent verification of the visit.	Medium	
6.1.5 The device will be accessible for individuals with physical disabilities and vision impairments and satisfy the requirements of the Americans with Disabilities Act. If necessary to meet an individual's needs, the Offeror must propose an alternative device providing accessible electronic visit verification technology.	Medium	
6.1.6 The device will be accessible for individuals who do not speak, read or write the English language. The Offeror must explain how the device will accommodate individuals with Limited English Proficiency (LEP) and specify all languages that the device will accommodate.	Medium	
6.1.6.1 The device will accommodate at least those languages ODM is required to accommodate pursuant to 45 CFR Section 80.3(b)(2), in a reading level equivalent to fifth grade. Currently those languages are Arabic, Chinese Mandarin, Russian, Spanish and Somali.	Low	
6.1.6.2 ODM's obligations pursuant to 45 CFR Section 80.3(b)(2) may change over the life of the contract. It is the responsibility of the Contractor to make any necessary modifications to the EVV system to comply with any changes in the languages that must be accommodated over the life of the contract.	Low	
6.1.6.3 The Contractor will provide an independent verification of the accuracy of all translations made pursuant to this section to ODM.	Low	
6.1.7 The device will serve as a communication device and not store any client data.	Low	
6.1.8 The device will automatically log out the user after a set period of inactivity to be determined by ODM.	Medium	
6.2 Describe the process for installation of devices in the homes of individuals receiving Medicaid covered services subject to EVV requirements.	Medium	
6.2.1 Devices will be installed in the places of residence of all impacted individuals no later than fourteen days prior to the date the electronic visit verification system is initially implemented in Ohio.	Medium	
6.2.2 Devices will be installed in the places of residence of individuals newly receiving services within 48 hours of notification by ODM or its designee.	Medium	
6.2.3 If an individual receiving Medicaid covered services that are subject to EVV requirements changes his or her place of residence, the Contractor will install a device in the new place of residence within forty-eight hours of the later of the date	Medium	

the Contractor receives notification of the change in place of residence or the date the change in residence takes place.		
6.2.4 If a program or service is added to the Ohio Electronic Visit Verification program, devices will be installed in the places of residence of all newly impacted individuals no later than fourteen days prior to the date the electronic visit verification system is implemented for the new service or program. ODM and the Contractor may agree to an alternative schedule for implementation for new programs and services.	Medium	
6.2.5 The Contractor will ensure that all personnel or contractors entering an individual's home to install an EVV device have satisfied the background check requirements set forth in section 5164.34 of the Ohio Revised Code. The Contractor will maintain copies of background checks for all personnel or contractors installing EVV devices and provide the background checks to ODM upon request.	Medium	
6.2.6 Personnel or contractors entering an individual's home for installation of EVV devices will be bonded and insured. The Contractor will provide written documentation to ODM upon request.	Medium	
6.3 The Contractor will be responsible for the timely maintenance, repair and replacement of EVV devices throughout the life of the contract.	Medium	
6.3.1 The Contractor will ensure that individuals, direct care workers, case managers, providers, ODM staff and other entities designated by ODM have a clear understanding of the process used to report a device that needs repair and/or replacement.	Medium	
6.3.1.1 Documentation of the process will be provided to the individual, direct care workers, case managers, providers, ODM staff, and other entities identified by ODM.	Low	
6.3.1.2 The process used to report a device that needs repair and/or replacement will be approved by ODM.	Low	
6.3.2 The Contractor will ensure that repair and/or replacement of devices occurs as necessary within 24 hours of receiving notification of the need for repair/replacement.	Medium	
6.3.2.1 The Contractor must provide a monthly detailed report of repairs and replacements.	Low	
6.3.3 The Contractor will ensure that all personnel and contractors entering an individual's home for maintenance/repair/replacement of an EVV device have satisfied the background check requirements set forth in section 5164.34 of the Ohio Revised Code. The Contractor will maintain copies of background checks for all staff entering an individual's home for maintenance/repair/ replacement of EVV devices and provide the background checks to ODM upon request.	Medium	
6.3.4 Contractor staff entering an individual's home for maintenance/repair/replacement of EVV devices will be bonded and insured. The Contractor will provide written documentation to ODM upon request.	Medium	
6.4 Explain the standard maintenance schedule that will be used to ensure EVV devices remain in good working order.	Medium	
6.4.1 Include any anticipated schedule for standard device replacement (e.g., device upgrades).	Low	
6.4.2 Include any anticipated schedule for software/firmware/version updates. These updates should occur in an automated fashion.	Low	

6.4.3 Provide the communication plan that will be used to ensure all impacted parties (e.g., individuals receiving services, direct care workers, providers, ODM contractors) are knowledgeable about planned maintenance and updates. The communication plan is subject to approval by the ODM.	Medium	
6.5 Describe the process for recovery of devices when individuals leave the program or relocate their personal residence.	Low	
6.5.1 Include timelines for device retrieval and alternative methods that will be available to meet the unique needs of individuals.	Low	
6.5.2 Describe the method that will be used to explain this process to individuals receiving services subject to EVV. This method is subject to approval by ODM.	Low	
6.5.3 The Contractor will ensure that all personnel or contractors entering an individual's home for retrieval of an EVV device have satisfied the background check requirements set forth in section 5164.34 of the Ohio Revised Code. The Contractor will maintain copies of background checks for all Contractor staff entering an individual's home for retrieval of EVV devices and provide the background checks to ODM upon request.	Medium	
6.5.4 Personnel and contractors entering an individual's home for retrieval of EVV devices will be bonded and insured. The Contractor will provide written documentation to ODM upon request.	Medium	
6.5.5 Indicate whether retrieved devices will be placed in the homes of other individuals. Explain what steps that will be taken to ensure no information related to the prior individual remains on the device.	Medium	
6.6 Specify the device/method used when the individual receives services in a location other than their personal residence. This may be a routine location for service delivery (e.g., the place of employment) or occasional location for service delivery (e.g., a visit to a family member's home). If the device/method used will vary, be specific regarding the circumstances when each approach will be used.	High	
6.6.1 Explain how the alternative device/method will capture the identity of the direct care worker making the visit.	High	
6.6.2 Explain how the alternative device/method will capture the identity of the billing provider.	High	
6.6.3 Explain how the alternative device/method will capture the identity of the individual receiving services.	High	
6.6.4 Explain how the alternative device/method will capture the date and start time of the visit.	High	
6.6.5 Explain how the alternative device/method will capture the date and end time of the visit.	High	
6.6.6 Explain how the alternative device/method will capture the location of the visit.	High	
6.6.7 Explain how the alternative device/method will capture the services being delivered (e.g., nursing, aide)	High	
6.6.8 Explain how the alternative device/method will capture the individual's independent verification of the visit and service delivery.	High	

6.6.9 Explain whether/how the alternative device/method will identify late and missed visits and provide alerts to entities designated by ODM.	High	
6.7 Specify the alternative device/method used when GPS tracking is not available.	High	
6.7.1 Explain how the alternative device/method will capture the identity of the direct care worker making the visit.	High	
6.7.2 Explain how the alternative device/method will capture the identity of the billing provider.	High	
6.7.3 Explain how the alternative device/method will capture the identity of the individual receiving services.	High	
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6.7.8 Explain how the alternative device/method will capture the individual's independent verification of the service delivery.	High	
6.7.9 Explain whether/how the alternative device/method will identify late and missed visits and provide alerts to entities designated by ODM.	High	
6.7.10 Explain how the Contractor will transition individuals from the alternative device/method as technology changes and/or GPS technology becomes more widely available in Ohio. Include the manner in which the Contractor will identify opportunities for transition and how those transitions will be coordinated with the individual, ODM and other entities identified by ODM.	Medium	
6.7.11 Specify the estimated percentage of time the alternative device/method will be necessary. Explain the assumptions supporting the estimate.	Medium	
<b>7.0 Data Collection Module – Technical Requirements</b>		
7.1 Detail the technology solution that will be used to collect data through the data collection module of the EVV system. Be specific about file formats, the manner in which near real time communication will be assured and impacts of both the primary GPS solution and an alternative solutions.	High	
7.2 Develop requirements for alternate data collection systems that feed into the data aggregation module at the choice of the user. The requirements should be specific and assure near real time communication. Identify any distinctions between the requirements for alternate data collection systems utilized by Medicaid providers and those utilized by Medicaid Managed Care Plans. The requirements are subject to approval by ODM.	Medium	
7.3 Set forth the process that will be used to approve alternate data collection systems proposed by users. The process is subject to approval by ODM.	Medium	

7.4 Approve alternate data collection systems proposed by users. Maintain a list of approved alternate data collection systems that is available to ODM upon request.	Low	
<b>8.0 Data Aggregation Module – Technical Requirements</b>		
8.1 The Contractor will develop and implement a data aggregation module that will collect and process data from the EVV data collection module and approved alternate data collection systems in near real time.	High	
8.2 The data aggregation module will process the information collected, including verifying visits against the person-centered services plan included in LOTISS as appropriate.	High	
8.3 The data aggregation module will send messages in near real time to users (regardless of the data collection vehicle used) regarding the status of the visit verification (e.g., “visit verified”) as appropriate.	High	
8.4 The data aggregation system will uniquely identify each approved alternate data collection system.	Low	
8.4.1 Specify the method by which the EVV system will use to uniquely identify each user.	Medium	
8.4.2 Detail the process that will be used to assign unique identification to each approved alternate data collection system prior to the initial implementation.	Medium	
<b>9.0 Visit Verification</b>		
9.1 The EVV system will provide a flexible and configurable tool to verify the delivery of long term services and supports in the individual’s residence in accordance with program requirements.	High	
9.1.1 The initial implementation of EVV will apply to nursing and aide services through the Ohio Home Care Waiver, nursing and aide services provided through the state plan home health benefit, private duty nursing and the RN Assessment Service. Waiver nursing and aide services provided through PASSPORT will be included at the later of the initial implementation or the point in time where PASSPORT is incorporated into LOTISS. EVV will apply to services delivered through the traditional fee for service program and through a managed care plan.	Low	
9.1.2 Explain how the EVV system will securely capture the identity of the direct care worker making the visit.	High	
9.1.3 Explain how the EVV system will capture the identity of the billing provider.	High	
9.1.4 Explain how the EVV system will capture the identity of the individual receiving services.	High	
9.1.5 Explain how the EVV system will securely capture the date and start time of the visit.	High	
9.1.6 Explain how the EVV system will securely capture the date and end time of the visit.	High	
9.1.7 Explain how the EVV system will securely capture the location of the visit.	High	
9.1.8 Explain how the EVV system will securely capture the services being delivered (e.g., nursing, aide)	High	

9.1.9 Explain how the EVV system will securely capture an independent verification of the service delivery from the individual receiving services.	High	
9.2 The EVV will verify visit components within program requirements when the direct care worker initiates the visit verification. Each visit initiated through the EVV should be captured, whether or not the visit will be verified.	High	
9.2.1 The EVV system will use eligibility data transferred from MITS to determine which, if any, waiver requirements apply. If no waiver requirements apply, the EVV system will assume that state plan requirements specific to the service being provided apply.	Low	
9.2.2 For those individuals enrolled in the Ohio Home Care Waiver, the EVV system will interface with LOTISS to ensure compliance with program requirements for waiver and state plan services.	Medium	
9.2.2.1 The EVV system will verify that the direct care worker providing the service is the direct care worker identified in LOTISS as appropriate pursuant to program requirements.	Low	
9.2.2.2 The EVV system will verify that the time of the visit is the time of the visit documented in LOTISS as appropriate pursuant to program requirements.	Medium	
9.2.2.3 At the end of the visit, the EVV system will verify that the duration of the visit equals the duration of the visit documented in LOTISS as appropriate pursuant to program requirements.	Medium	
9.2.3 The EVV system will provide ODM flexibility in specifying services and programs that will verify visit information through interfaces with LOTISS.	High	
9.2.4 The EVV system will provide ODM flexibility in specifying which data elements will be verified through an interface with LOTISS by program and by service.	Medium	
9.2.5 The EVV system will have functionality that is configurable to meet specific program and service requirements.	Medium	
9.2.5.1 The EVV system will allow multiple direct care workers and/or providers to record visits to an individual on a given day.	High	
9.2.5.2 The EVV system will allow a direct care worker and/or provider to record visits to multiple individuals on a given day.	High	
9.2.5.3 The EVV system will account for living arrangements where multiple individuals reside at a single address. Explain how the proposed EVV system will identify the individual or individuals being served in this circumstance.	High	
8.2.5.4 The EVV system will allow multiple visits by a single direct care worker and/or provider to a single individual per day.	High	
9.2.5.5 The EVV system will account for situations where services are provided to a group of individuals at a single visit. Explain how the EVV system will recognize and record a group visit.	High	
9.2.5.6 The EVV system will account for situations where the individual and the direct care worker reside at the same address.	High	
9.2.5.7 The EVV system will account for circumstances where a visit crosses calendar days.	High	

<b>9.2.5.8 The EVV system will provide flexible solutions for circumstances where a visit starts and/or ends away from the individual’s place of residence.</b>	<b>High</b>	
<b>9.2.5.9 The EVV system will accommodate multiple individuals served per direct care worker and/or provider.</b>	<b>High</b>	
<b>9.2.5.10 The EVV system will accommodate circumstances where multiple direct care workers and/or providers are providing services to an individual at the same time.</b>	<b>High</b>	
<b>9.2.5.11 The EVV system will be flexible and easily modified to meet unique program structures over the life of the contract.</b>	<b>High</b>	
<b>9.2.6 The EVV system will apply edits specified by ODM in accordance with program requirements when determining whether a visit is verified.</b>	<b>Low</b>	
<b>9.2.6.1 Edits will be configurable to meet specific program requirements and flexible so that they can be easily changed as program requirements change and/or additional programs and/or services are added. Program requirements may change during the life of the contract.</b>	<b>High</b>	
<b>9.2.6.2 The EVV system will give ODM the ability to modify the disposition of edits (e.g., a message is sent, a visit is not opened, or a visit is recorded but marked “not verified.” ).</b>	<b>Medium</b>	
<b>9.2.6.3 The EVV system should give ODM the ability to limit the combination of visits opened for a single individual at one time.</b>	<b>Low</b>	
<b>9.2.6.4 The EVV will open a visit for a service where a required authorization is not present and mark the visit as “not verified.”</b>	<b>Low</b>	
<b>9.2.6.5 If consistent with program requirements, the EVV system must not mark a visit as verified for a direct care worker if LOTISS specifies a different direct care worker.</b>	<b>Low</b>	
<b>9.2.7 The EVV system will allow ODM to identify circumstances and visits where verification is not necessary.</b>	<b>Medium</b>	
<b>9.2.8 The Offeror must explain in detail how the EVV system will send near real time alerts when a visit document in LOTISS is not opened at the scheduled time. The EVV system will have functionality for multi-level escalating alerts of pending, late and missed visits. Explain how the EVV system will accommodate different definition of pending, late and missed visits by program and/or service.</b>	<b>High</b>	
<b>9.2.8.1 The EVV system will allow ODM or its designee to establish a scheduled frequency for alerts. The timing and frequency may vary by program and/or service.</b>	<b>Medium</b>	
<b>9.2.8.2 The EVV system will allow ODM or its designee to identify the recipients of alerts. The recipients may vary by program, service and/or recipient of the alert.</b>	<b>Medium</b>	
<b>9.2.8.3 The EVV system will allow ODM or its designee to establish a tolerance level (e.g., 10 minutes) before a visit is recorded as “missed.” The tolerance level may vary by program and/or service.</b>	<b>Medium</b>	
<b>9.3 The Offeror must explain how the EVV system will compile information from multiple data collection components and calculate total daily and weekly hours worked by direct care worker. Be specific about how the EVV system will aggregate hours across payers, programs, providers and individuals receiving services.</b>	<b>High</b>	

9.4 The EVV system will provide for manual visit verification functionality in instances where the electronic verification is not made. ODM will have the ability to identify the circumstances where manual visit verification can occur.	High	
9.4.1 The EVV will maintain a record (audit trail) for any manual verifications. For each manual verification, the EVV will store the information entered, the person entering the information, the billing provider, the direct care worker, the individual receiving services, the date and time of the visit, the reason for the manual verification and the date and time of the manual verification.	Medium	
9.4.2 The EVV will be configurable and allow ODM to define and limit the circumstances when a manual verification can be made. This might include, but is not limited to, the information that can be entered through the manual verification process, the frequency of manual verifications by provider, and the frequency of manual verifications for services performed by a specific direct care worker.	Medium	
9.4.3 The EVV system will be configurable and easily modified with respect to parameters for manual verification. Manual verification parameters may vary between programs and services.	Medium	
9.4.4 The EVV system will require providers to attest to the presence of hard copy documentation for any manual visit verification.	Low	
9.4.5 The manual visit verification process should have flexibility to manage retroactive care plan changes. Functionality regarding manual care plan changes should be flexible and configurable. ODM will have the ability to allow and/or not allow retroactive care plan changes for specific services and/or programs.	Low	
9.4.6 The manual visit verification process should be flexible and easily adaptable to changes in program requirements throughout the contract period.	Low	
9.4.7 The EVV system will link collection of the independent verification by the individual receiving services and collection of the visit end time from the direct care worker.	Medium	
9.5 The EVV system will provide functionality where the direct care worker and/or provider can receive a message indicating a possible problem with a visit verification. The functionality will be configurable and flexible so that the timing of messages, the content of the messages and the recipients of the messages can be specified by ODM. The message parameters may vary by program/service and may change during the life of the contract.	Medium	
<b>10.0 Claims</b>		
10.1 The EVV data aggregation component will send each billing provider a report showing verified visits by the billing provider no less frequently than once each day.	Medium	
10.1.1 The report will be available to ODM.	Medium	
10.1.2 The report will be available in a variety of formats including, but not limited to electronic, PDF, excel and csv.	Medium	
10.1.3 Provide an example of the report of verified visits that will be provided to billing providers.	Medium	
10.2 The EVV data aggregation component will send each billing provider a report showing visits that were not verified by the billing provider no less frequently than once each day.	Medium	

10.2.1 The report will be available to the ODM.	Medium	
10.2.2 The report will be available in a variety of formats including, but not limited to electronic, PDF, excel and csv.	Medium	
10.2.3 Provide an example of the report of Visits Not Verified that will be provided to billing providers.	Medium	
10.3 The EVV will serve as a data source for purposes of applying edits during claims processing. The disposition of the edit (e.g., deny or suspend the claim) will be determined in MITS and is outside the scope of this project.	Low	
10.3.1 The EVV will offer functionality to provide information to MITS for purposes of applying edits during claims processing through both individual and batch processing.	High	
10.3.2 The EVV data aggregation component will create a response to a near real time transaction in a format that can be used by MITS for the purpose of applying pre-payment edits to claims.	High	
10.3.3 The EVV will accept individual claim and/or batch inquiries from MITS based on individual name, billing provider, name, date and time of service delivery.	High	
10.3.4 Data elements for inquiries (near real time or otherwise) will be developed in a working session or sessions with the Contractor, ODM and/or ODM contractors.	Low	
10.3.5 The EVV will return information to MITS by individual claim and/or in batch format at the discretion of ODM.	High	
10.4 ODM will be able to access a report (of all daily transactions) in a variety of formats including, but not limited to, electronic, PDF and excel. The data elements for the report will be identified in a working session or sessions with the Contractor, ODM and/or ODM contractors and the vendor.	Medium	
10.5 The EVV system will include a mechanism for recording specific access by users of the system to CPI contained within the EVV system.	High	
<b>11.0 Reporting</b>		
11.1 At a minimum, reports will be available in hard copy, pdf, excel and csv formats. List all formats in which reports will be available.	Medium	
11.2 Users will have role based access to reporting functionality. For example, providers must have access to reports for services they have provided and case managers will have access to reports for individuals for whom they manage care. The reporting system will be configurable so that standard reports and recipients of reports can be changed easily over the life of the contract.	Medium	
11.3 Reporting roles should include "Super-user" access so that ODM can designate employees and/or contractors to review, analyze and report all data across payers, providers, direct care workers, and individuals receiving services.	Low	
11.3 The system will include a standard library of reports that are programmed and can be generated by any user with appropriate access. (Not all users can access all reports.)	Low	
11.3.1 Provide a list and examples of reports the Offeror would propose for the standard library of reports. The final library of standard reports will be developed in	Medium	

cooperation with ODM after the contract is signed. ODM must approve the library of standard reports.		
11.3.2 Data in reports should be available, at a minimum, by payer, case manager, direct care worker, by billing provider and by individual.	Medium	
11.3.3 Data in reports should be available for fee for service Medicaid only, by managed care plan, by purchasing model and across payers.	Medium	
11.3.4 The final library of standard reports will be developed under direction of ODM.	Low	
11.4 Ad hoc reporting using point and click technology is available. Describe the methodology for generating reports and include a sample listing of reports as evidence of the capability.	High	
11.4.1 The EVV system will make a complete set of data related visits submitted for verifications, including but not limited to the following elements, available for reporting: Individual Receiving Services; Direct Care Worker; Provider; Location of Visit; Date of Visit; Start Time of Visit; Missed Visits; Late Visits; Visit Start Time; Visit Late Time; The services delivered (e.g., nursing, aide); Independent Verification by Individual Receiving Services; Payer; Manual or Electronic Verification; Whether the Visit was Verified Against LOTISS; and Data Collection System (State or Specific Approved Alternate Data Collection System.  The Contractor must provide a complete list of data elements available for purposes of reporting.	High	
11.4.2 The reporting functionality will include strong analytic tools, including but not limited to, arithmetic and statistical functions. The Offeror must provide a complete list of analytic tools that will be included in the EVV system.	High	
11.4.3 Reports produced by the EVV system will be available in a variety of formats, including excel, PDF, csv and paper. The Offeror will provide a complete list of report formats that will be available in the EVV system.	High	
11.4.4 The reporting functionality will include tools to facilitate the presentation of data in meaningful ways, including tables, graphs and maps. The Offeror will provide a complete list of tools that will be included in the EVV system to facilitate the presentation of data.	High	
11.5 The Contractor will assist ODM with specialized claims research and reporting as necessary.	Low	
<b>12.0 Training and Support</b>		
12.1 The Offeror must include a detailed training plan in the proposal.	Medium	
12.1.1 The training plan will reflect both training to support the initial implementation of the EVV Project and training activities through the life of the project.	Medium	

12.1.2 The Offeror is encouraged to consider the role of case managers in training individuals receiving services to use the EVV System.	Low	
12.1.3 A final training plan will be developed collaboratively by ODM and the Contractor during the system development.	Low	
12.1.4 The Contractor will submit the final training plan to ODM for review and approval in the first 60 days of the contract.	Low	
12.1.5 The final training plan will be approved by ODM.	Low	
12.1.6 Any changes to the training plan over the life of the contract must be submitted in writing to ODM and will not be implemented until ODM provides approval in writing.	Low	
12.2 The Offeror must offer both web based and in person training to users at least 90 days prior to the initial implementation of the EVV system.	Medium	
12.2.1 The Offeror's Training Plan must be specific to the needs of the user (e.g., state agency, payer, case manager, provider oversight, provider, direct care worker, and individual).	Medium	
12.2.2 The Offeror's Training Plan must provide locations throughout the state for in-person training options.	Low	
12.2.3 The Offeror's Training Plan must include online training options.	Low	
12.2.4 The Contractor's training will be offered in accessible locations and formats.	Medium	
12.2.5 Interpretation of training materials and courses shall be provided as necessary to meet the needs of system users.	Low	
12.3 Written training materials will be provided by the Contractor for both in person and web based training options.	Low	
12.3.1 The training materials are subject to approval by ODM. The training material will be submitted to ODM for review at least 45 days prior to the date of the first training session.	Low	
12.3.2 The training materials will be offered in accessible formats consistent with requirements of the Americans with Disabilities Act.	Medium	
12.3.3 Training (materials and training courses) will be accessible for individuals who do not speak, read or write the English language. Explain how the training plan will accommodate individuals with LEP and specify languages that the training plan will accommodate.	Medium	
12.3.3.1 The training materials will be available in at least those languages ODM is required to accommodate pursuant to 45 CFR Section 80.3(b)(2). Currently those languages are Arabic, Chinese Mandarin, Russian, Spanish and Somali.	Low	
12.3.3.2 ODM's obligations pursuant to 45 CFR Section 80.3(b)(2) may change over the life of the contract. It is the responsibility of the Contractor to make any necessary modifications to the training materials to comply with any changes in the languages that must be accommodated over the life of the contract.	Low	
12.3.3.3 The Contractor must obtain independent verification of the accuracy of all translations made pursuant to this section.	Low	

12.3.4 The Contractor will update the training materials, subject to ODM approval, each time a system change or upgrade is implemented. Updated training materials will be submitted to ODM no less than 45 days prior to the planned publication date for review and approval.	Low	
12.4 Web based training will be available to users throughout the life of the system.	Medium	
12.4.1 The Contractor will develop a training plan for system modifications. The training plan will be appropriate to the level of complexity of the modifications and is subject to approval by ODM.	Low	
12.4.2 Explain the approach to user training that will be taken with respect to system modifications. Include a description of the way that training needs will be assessed, the tools that will be used to meet user training needs and the targeted timing (relative to the system modification implementation).	Medium	
12.5 The system will maintain a record of individuals completing training.	Low	
12.5.1 Documentation will include the name of the individual trained, the date of training, the specific training completed (e.g., for what type of user), and whether the training was in person or web based.	Low	
12.5.2 Training records will be included in the data available for reporting.	Low	
12.6 Technical support will be available by phone and email 24/7.	Medium	
12.6.1 Describe the performance metrics and targets that will be used to monitor the effectiveness of technical support by phone.	Medium	
12.6.2 Email inquiries will receive an immediate response acknowledging the inquiry and establishing a time frame for response.	Medium	
12.6.3 Email inquiries will be resolved in no more than 24 hours.	Medium	
12.6.4 The Contractor will document inquiries and provide routine reports regarding reasons for inquiries to ODM.	Medium	
12.7 Provide a system user manual to all system users.	Medium	
12.7.1 The user manual is subject to ODM approval.	Low	
12.7.2 The user manual will be available online and in hard copy upon request of the user.	Low	
12.7.3 The user manual will be offered in accessible formats consistent with requirements of the Americans with Disabilities Act.	Medium	
12.7.4 The user manual will be accessible for individuals who do not speak or read the English language. Provide a list of languages that will be accommodated.	Medium	
12.7.4.1 The user manual will be available in at least those languages ODM is required to accommodate pursuant to 45 CFR Section 80.3(b)(2). Currently those languages are Arabic, Chinese Mandarin, Russian, Spanish and Somali.	Low	
12.7.4.2 ODM's obligations pursuant to 45 CFR Section 80.3(b)(2) may change over the life of the contract. It is the responsibility of the Contractor to make any necessary	Low	

<b>modifications to the user manual to comply with any changes in the languages that must be accommodated over the life of the contract.</b>		
<b>12.7.4.3 The Contractor must obtain independent verification of the accuracy of all translations made pursuant to this section.</b>	<b>Low</b>	
<b>12.7.6 The Contractor will update the user manual, with ODM approval each time a system change or upgrade is implemented.</b>	<b>Low</b>	
<b>12.7.6.1 The updates to the user manual must be available to users no later than one week prior to the date the upgrade takes place.</b>	<b>Low</b>	
<b>12.7.6.2 The updates to the user manual should be submitted to ODM for review and approval no less than forty-five days prior to the planned date of publication.</b>	<b>Low</b>	
<b>12.8 Devices provided through the EVV system shall include an online help function.</b>	<b>Medium</b>	

## ATTACHMENT FOURTEEN: ODM BUSINESS ASSOCIATE AGREEMENT

### DATA SHARING AND CONFIDENTIALITY AGREEMENT

**D-1415-00-0000**

This Data Sharing and Confidentiality Agreement (Agreement) is entered into by and between the Ohio Department of Medicaid (ODM) and **Awarded Vendor** in furtherance of the Contract entitled \_\_\_\_\_ between the Ohio Department of Administrative Services and \_\_\_\_\_ (the DAS Contract).

#### ARTICLE I - PURPOSE AND LEGAL AUTHORITY

- A. This Agreement is entered into by ODM and **Awarded Vendor**, in accordance with the terms and conditions of the DAS Contract that require the use or disclosure of protected health information.
- B. The authority to release this data is found in Title 42 of the Code of Federal Regulations (CFR), specifically 42 CFR 431.300, 431.302, 431.304, 431.305, 431.306, 435.945; Privacy regulations 45 CFR 164.502(e); 164.504(e) and security regulations 45 CFR 164.308, 164.314 issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320d - 1320d-8]; relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400, *et seq.*] and the terms of this Agreement, or more stringent provisions of the law, rules, or regulations of the State of Ohio.
- C. The parties agree that any data or records provided under this Agreement may only be used or disclosed in accordance with Medicaid regulations.

#### ARTICLE II – DESCRIPTION OF RECORDS TO BE PROVIDED TO OR ACCESSED BY **AWARDED VENDOR**

The **Awarded Vendor** shall have the minimal amount of access necessary to protected health information records to perform the work required under the DAS Contract.

#### ARTICLE III - CONFIDENTIALITY OF INFORMATION

- A. **Awarded Vendor** agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. **Awarded Vendor** specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:
  - 1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
  - 2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;
  - 3. Ohio Revised Code, ORC 173.20, 173.22, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5168.13, and 5165.88; and
  - 4. Corresponding Ohio Administrative Code rules.
- B. **Awarded Vendor** agrees that any data created, received, maintained or transmitted on behalf of ODM by **Awarded Vendor** shall be returned to ODM not later than 90 calendar days following termination of this Agreement and shall certify that no copies of source data were retained by **Awarded Vendor**, unless as may be otherwise provided for in this Agreement or by law.
- C. **Awarded Vendor** shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Agreement.

- D. **Awarded Vendor** agrees that access to the records and data provided by ODM and described in ARTICLE II will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. **Awarded Vendor** agrees to provide the ODM Agreement Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.
- E. **Awarded Vendor** agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. **Awarded Vendor** expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.
- F. **Awarded Vendor** shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with **Awarded Vendor** incorporating these assurances.
- G. **Awarded Vendor** shall not disclose any of the above referenced information to any third party without the specific written authorization of the Director of ODM.
- H. **Awarded Vendor** shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.
- I. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. **Awarded Vendor** shall retain this encryption while the data is in a portable format (e.g. tape, laptop, flash/USB drive).
- J. The express terms and conditions of this Article shall be included in all subcontracts executed by **Awarded Vendor** for any and all work under this Agreement.

#### **ARTICLE IV - TIME OF PERFORMANCE**

- A. This Agreement shall be in effect upon execution by the Director of ODM, until the DAS Contract is terminated, unless this Agreement is suspended or terminated pursuant to ARTICLE VI prior to the termination date.
- B. The Confidentiality and Business Associate provisions of this Agreement shall survive the termination of this Agreement.

#### **ARTICLE V - COST OF DATA PREPARATION**

The parties agree that no reimbursement will be sought under the terms of this Agreement.

#### **ARTICLE VI - SUSPENSION AND TERMINATION**

- A. Upon 30 calendar days written notice to the other party, either party may terminate this Agreement.
- B. Notwithstanding Section A of this Article, ODM may suspend or terminate this Agreement immediately upon delivery of written notice to **Awarded Vendor**, if ODM discovers any illegal conduct on the part of **Awarded Vendor** or if there is any breach of the confidentiality provisions of ARTICLE III or ARTICLE XI herein.
- C. Notice of termination or suspension under either Section A or B of this Article must be sent to: the ODM Chief Legal Counsel, 50 West Town Street, 4th Floor, Columbus, Ohio 43215; and to **Awarded Vendor's** representative at the address appearing on the signature page of this Agreement.

#### **ARTICLE VII - BREACH OR DEFAULT**

- A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, ODM may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODM retains the right to exercise all remedies hereinabove mentioned.
- B. If either of the parties fails to perform an obligation or obligations under this Agreement and thereafter such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by ODM shall not be effective unless it is in writing signed by the ODM Director.

### ARTICLE VIII - AMENDMENTS

This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the Director of ODM and **Awarded Vendor**. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

### ARTICLE IX - INDEPENDENT CONTRACTOR

**Awarded Vendor** agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. **Awarded Vendor** also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Awarded Vendor** agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio Tax law, Workers Compensation law, and Unemployment Insurance law. **Awarded Vendor** certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Awarded Vendor** becomes disqualified from conducting business in Ohio, for whatever reason, **Awarded Vendor** must immediately notify ODM of the disqualification and will immediately cease performance of its obligations hereunder.

### ARTICLE X - LIMITATION OF LIABILITY

To the extent allowable by law, **Awarded Vendor** agrees to defend, indemnify and hold ODM, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys' fees) or claims for personal injury, property damage, patent and copyright infringement, or for any liability or claims under ARTICLE XI, Business Associate Requirements Under HIPAA, below, and/or any other type of claim that arises from the performance under this Agreement. **Awarded Vendor's** sole and exclusive remedy for any ODM failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, **Awarded Vendor** agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.

### ARTICLE XI - BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
  - 1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
  - 2. **Specific Definitions.**

- a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
  - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
  - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
  - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.
- B. **Awarded Vendor** acknowledges that ODM is a Covered Entity under HIPAA. **Awarded Vendor** further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** **Awarded Vendor** will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
  2. **Safeguards.** **Awarded Vendor** will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
  3. **Reporting of Disclosures.** **Awarded Vendor** agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident the **Awarded Vendor** has knowledge of or reasonably should have knowledge of under the circumstances.
  4. **Mitigation Procedures.** **Awarded Vendor** agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. **Awarded Vendor** will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.
  5. **Incidental Costs.** **Awarded Vendor** shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which **Awarded Vendor** has knowledge which are directly caused by the use or disclosure of protected health information by **Awarded Vendor** in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
  6. **Agents and Subcontractors.** **Awarded Vendor**, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of **Awarded Vendor** and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to **Awarded Vendor** with respect to the use or disclosure of PHI.
  7. **Accessibility of Information.** **Awarded Vendor** will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States

Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.

8. **Amendment of Information.** **Awarded Vendor** shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that **Awarded Vendor** receives a request for amendment directly from the individual, agent, or subcontractor **Awarded Vendor** will notify ODM prior to making any such amendment(s). **Awarded Vendor's** authority to amend information is explicitly limited to information created by **Awarded Vendor**.
9. **Accounting for Disclosure.** **Awarded Vendor** shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of ODM.** When **Awarded Vendor** is to carry out an obligation of ODM under Subpart E of 45 CFR 164, **Awarded Vendor** agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** **Awarded Vendor** shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of **Awarded Vendor's** obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, **Awarded Vendor** will return to ODM or destroy all PHI in **Awarded Vendor's** possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If **Awarded Vendor**, its agent(s), or subcontractor(s) destroy any PHI, then **Awarded Vendor** will provide to ODM documentation evidencing such destruction. Any PHI retained by **Awarded Vendor** will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Agreement.

## ARTICLE XII – COUNTERPART

This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

## ARTICLE XIII - CONSTRUCTION

This Agreement 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 the performance of the remainder of this Agreement impossible.

*SIGNATURE PAGE FOLLOWS*

**OHIO DEPARTMENT OF MEDICAID  
DATA SHARING AND CONFIDENTIALITY AGREEMENT  
Signature Page**

**D-1415-00-0000**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Medicaid.

**Awarded Vendor**

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

## ATTACHMENT FIFTEEN: GLOSSARY

**"Account Manager"** is a full time employee of the Offeror or a subcontractor and assists the Offeror's Implementation Manager as needed and is fully responsible for contract oversight from startup through the life of the contract. The Account Manager is fully accountable for all activities, work products and deliverables performed by or produced by the Offeror, as set forth in the RFP.

**"Case Management Entities"** are entities with contracts who contract with the Department of Medicaid or sister agencies to provide case management services to individuals enrolled in Medicaid waivers.

**"Department"** is the Ohio Department of Medicaid.

**"Direct Care Worker"** is the person providing services to the individuals receiving long term services and supports. The "Direct Care Worker" may be an independent provider with a provider agreement with the Department of Medicaid or may be employed by an agency provider.

**"Implementation Manager"** is a full time employee of the Offeror or a subcontractor and is responsible for managing all aspects of transition and implementation all of the RFP requirements, including being fully accountable to the ODM Project Management Office

**"Individual"** is the individual receiving long term services and supports. For purposes of this project, the independent verification may be provided by the individual receiving services or by his/her authorized representative if the individual receiving services is unable to provide the independent verification of the visit and service delivery.

**"Integration"** includes project planning, project management, design and implementation of application programming interfaces, web services and any process that accounts for the free flow of data or information delivery.

**"Interface"**, for the purposes of this project, is the term being used to emphasize that these are separate systems with control over their own data.

**"LOTISS"** is the case management system currently under development by the Department of Medicaid for individuals enrolled in an HCBS program as determined by ODM. The system is scheduled to go live in December 2015. Initially, the system will hold the person-centered services plan for individuals enrolled in the Ohio Home Care Waiver. Any reference to "LOTISS" in this document means the IT system the Department of Medicaid uses to perform these functions.

**"Managed care plans"** are health insurance companies that are licensed by the Ohio Department of Insurance and have a provider agreement with the Ohio Department of Medicaid to provide coordinated health care to Medicaid beneficiaries.

**"MITS"** is the "Medicaid Information Technology System" and is the IT system currently used to maintain provider and consumer information and to process claims. Any reference to "MITS" in this document means the IT system the Department of Medicaid uses to perform these functions.

**"Nursing and Aide Services"** are services provided through the Medicaid State Plan and/or a Medicaid waiver that satisfy program requirements and can be billed as nursing services or aide services. The services provided may vary across programs.

**"Offeror"** is the entity submitting a response to this RFP. After a contract is awarded, the "Contractor" refers to the selected offeror.

**"Ohio Home Care Waiver"** is a CMS-approved home and community-based services waiver administered by ODM that serves consumers in accordance with Chapters 5160-45 and 5160-46 of the Administrative Code

**"PASSPORT"** is an HCBS waiver program that serves individuals who are aged sixty and over who have a LOC required for placement in a NF if the waiver program were not available, and meet the PASSPORT eligibility criteria and enrollment requirements in Chapter 5101:3-31 of the Administrative Code

**"Person Centered Services Plan"** is the service coordination and payment authorization document that identifies goals, objectives and measurable outcomes for health and functioning of an individual on a waiver expected as a result of services provided by both formal and informal caregivers, and that addresses the physical and medical conditions of the individual. It may also be referred to as the "all services plan."

**"Private Duty Nursing Services"** has the same meaning as set forth in Rule 5160-12-02 of the Ohio Administrative Code

**"Provider"** is the legal entity holding a provider agreement with the Department of Medicaid. The "Provider" may be an individual or an agency.

**"Provider Oversight Contractor"** refers to the entity or entities which whom the Department of Medicaid contracts to perform provider oversight for the Ohio Home Care waiver.

**"Quality Manager"** is a full time employee of the offeror or a subcontractor and is responsible for testing and the management of the day to day operation of the Ohio EVV system, including issue management and resolution.

**"The State"** can refer to both the Department of Administrative Services and the Department of Medicaid or either individually.

**"State Plan Home Health Services"** are nursing and aide services provided pursuant to the requirements in Ohio's Medicaid state plan. Administrative Code rules governing state plan home health are found in chapter 5160-12

**"Visit"** is the duration of time that a covered home health service or private duty nursing service is provided in a face to face encounter to one or more Medicaid consumer(s) at the same residence on the same date during the same time period;