



Department of  
Job and Family Services

John R. Kasich, Governor  
Michael B. Colbert, Director

December 13, 2011

Dear Vendor:

This letter is to announce the re-release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) #: JFSR1213078030, Healthcare Business Transformation Services, for the purpose of obtaining a vendor to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple healthcare business initiatives and work activities that ODJFS will undertake throughout this and the upcoming biennium. [Important Note: Please be aware that significant changes have been made to this project as it is a re-release RFP (originally released as RFP#: JFSR1213078021).]

Vendor proposals submitted in response to this RFP must demonstrate the vendor's qualifications and experience, organizational strengths and capacities, and administrative preparedness for responding to the described and evolving work requirements. Vendor proposals must indicate their readiness to respond successfully by describing their organizational capacity, including its resources, capacities, skill sets, work approaches and problem-solving methods it would use to support work under this RFP. Professional agility, a dedication to high quality services, and cost-effectiveness are all necessary characteristics for success in this ODJFS project, and will be key components used in the vendor selection process.

If you are interested in submitting a bid for this important project, please obtain the RFP through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

ODJFS, Office of Legal and Acquisition Services  
30 East Broad Street, 31<sup>st</sup> Floor, Suite 3150  
Columbus, Ohio 43215-3414  
PH: (614) 728-5693

Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFP. Thank you for your attention to this request.

Sincerely,

Signature on File

Linette Alexander  
Deputy Director  
Contracts and Acquisitions

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

# *Healthcare Business Transformation Re-release*

**RFP: JFSR1213078030**

**Ohio Department of Job and Family Services**

# Healthcare Business Transformation Re-release RFP

RFP: JFSR1213078030

## TABLE OF CONTENTS:

### SECTION I. GENERAL PURPOSE

1.1	Purpose.....	1
1.2	Background.....	2
1.3	Overview of the Project.....	6
1.4	Objectives of the Project.....	10
1.5	Time Frames & Funding Source.....	11

### SECTION II. PROCUREMENT PROCESS INFORMATION

2.1	Anticipated Procurement Timetable.....	11
2.2	Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity.....	12
2.3	Communication Prohibitions.....	13
2.4	Program Resource Library.....	14

### SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

3.1	Mandatory Vendor Qualifications.....	15
3.2	Organizational Experience and Capabilities.....	16
3.3	Staff Experience and Capabilities.....	16

### SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1	Scope of Work.....	22
4.2	Not Applicable to this RFP.....	23
4.3	Administrative Structures—Proposed Work Plan.....	23
4.4	Specification of Deliverables.....	23
4.5	Selected Vendor Compensation Schedule.....	28

### SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1	Proposal Submission Information.....	29
5.2	Format for Organization of the Proposal.....	31
	A. Overall Proposal Organization.....	31
	B. Technical Proposal Details.....	32
	C. Cost Proposal.....	34
	D. Vendor Disqualifiers for Proposal Errors.....	35

### SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1	Scoring of Proposals.....	35
	A. Phase I. Review—Initial Qualifying Criteria.....	36
	B. Phase II. Review—Criteria for Scoring the Technical Proposal.....	36
	C. Phase III.—Criteria for Considering the Cost Proposal.....	36
6.2	Review Process Caveats.....	37
6.3	Final Vendor Recommendation.....	38
6.4	Tie Breaker.....	38

**SECTION VII. PROTEST PROCEDURE**

**7.1 Protests.....38**  
**7.2 Caveats.....39**

**SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS**

**8.1 State Contracts.....39**  
**8.2 Interview.....40**  
**8.3 Start Work Date.....40**  
**8.4 Proposal Costs.....40**  
**8.5 Trade Secrets Prohibition; Public Information Disclaimer.....40**  
**8.6 Contractual Requirements.....40**  
**8.7 Travel Reimbursement.....41**  
**8.8 Minority Business Enterprise.....41**  
**8.9 Subcontractor Identification and Participation Information.....42**  
**8.10 Public Release of Records.....42**  
**8.11 Confidentiality.....42**  
**8.12 Key Personnel.....42**  
**8.13 Ethical & Conflict of Interest Requirements.....43**  
**8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements.....43**  
**8.15 Waiver of Minor Proposal Errors.....43**  
**8.16 Proposal Clarifications.....43**  
**8.17 Contractual Requirements and Prevailing Wage Requirements.....43**  
**8.18 Unresolved Findings for Recovery (R.C. 9.24).....44**  
**8.19 Mandatory Contract Performance Disclosure.....44**  
**8.20 Mandatory Disclosures of Governmental Investigations.....44**  
**8.21 Mandatory Disclosures of Work Location.....44**  
**8.22 Vendor Selection Restriction.....45**  
**8.23 Declaration of Material Assistance Requirements.....45**  
**8.24 Ohio Presence Consideration.....45**  
**8.25 Prohibition Against Services Performed Outside the United States.....45**

**SECTION IX. ATTACHMENTS AND THEIR USES**

**A. Required Vendor Information and Certifications.....45**  
**B. ODJFS Model Contract.....45**  
**C. Technical Proposal Score Sheet.....45**  
**D. Cost Proposal Form.....45**

**ODJFS REQUEST FOR PROPOSALS (RFP):**  
*Healthcare Business Transformation Re-release*

**RFP: JFSR1213078030**

**SECTION I.           GENERAL PURPOSE**

**1.1    Purpose**

The Ohio Department of Job and Family Services (ODJFS) re-releases this Request for Proposals (RFP) to obtain a qualified vendor to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple healthcare business initiatives and work activities that ODJFS will undertake throughout this and the upcoming biennium. [Important Note: Please be aware that significant changes have been made to this project as it is a re-release (originally released as RFP#: JFSR1213078021).]

Vendor proposals submitted in response to this RFP must demonstrate the vendor’s qualifications and experience, organizational strengths and capacities, and administrative preparedness for responding to the described and evolving work requirements. Vendor proposals must indicate their readiness to respond successfully by describing their organizational capacity, including its resources, capacities, skill sets, work approaches and problem-solving methods it would use to support work under this RFP. Professional agility, a dedication to high quality services, and cost-effectiveness are all necessary characteristics for success in this ODJFS project, and will be key components used in the vendor selection process.

This RFP expresses the most thorough description possible of the types of services that may be required under the resulting contract. Via the cost proposal, each vendor must use its best business expertise to assess the level of effort each would require and offer its firm rates or prices accordingly.

Depending upon the healthcare business initiative or work activity, ODJFS may call upon the vendor to provide expert assistance including, but not limited to production of documents, creation or improvement of or support of projects in the following areas, which will be more fully detailed later in the scope of work and deliverables:

- Healthcare business management;
- Key policy milestones and functional business requirements definition;
- Technical Writing;
- Business transformation;
- Communications, outreach and training; and,
- Other activities in support of successful, transformational Medicaid program policy redesign.

More detailed specifications of vendor qualifications and contractual duties are listed in Sections III and IV of this RFP

## Issuing Office

This RFP is released by and any resulting contract will be with ODJFS. The Deputy Director's Office/Chief Strategy Office (CSO), under the direction of the Medicaid Director or his designee, of the Office of Ohio Health Plans (OHP), will administer the contract and be responsible for state-level supervision of all activities of the selected vendor. The CSO, at the direction of the Medicaid Director, is responsible for managing design and development of major cross-office Medicaid initiatives; coordinating Medicaid business infrastructure needs and support for policy and program initiatives for OHP; and ensuring HIPAA compliance. The CSO also coordinates and manages federal requests, authorizations, and requirements for enhanced federal Medicaid match for eligible healthcare business initiatives.

OHP is seeking a vendor capable of providing expert assistance and support on specified healthcare business initiatives and work projects as that assistance is needed and requested by OHP.

## **1.2 Background**

Medicaid is the nation's major public health insurance program providing health care and long-term care services to more than 52 million people, who include children and many of the sickest and poorest citizens of our nation. The federal and state governments jointly finance Medicaid, while states administer the program within broad federal guidelines.

In Ohio, ODJFS is the single state agency responsible for the implementation and administration of the Ohio Medical Assistance (Medicaid) Program authorized under Title XIX of the Social Security Act, and for administering Title XXI of the Social Security Act, the State Children's Health Insurance Program (SCHIP), implemented in Ohio as a Medicaid expansion program.

Medicaid is an important source of health care financing for other state agencies and their service delivery systems. Consequently, portions of Medicaid are administered by six other sister state agencies while ODJFS functions as the oversight and financing. These agencies are: the Ohio Department of Aging (ODA), the Ohio Department of Alcohol and Drug Addiction Services (ODADAS), the Ohio Department of Education (ODE), the Ohio Department of Health (ODH), the Ohio Department of Mental Health (ODMH) and the Ohio Department of Developmental Disabilities (ODODD).

At 2.2 million enrollees, Ohio's Medicaid program is the sixth largest Medicaid program in the nation in terms of both spending and enrollment. Enrolled individuals include:

- 1.3 million children (ages 0 to 17);
- 66.1% of all Ohio children under age five;
- 643,000 low income parents and expectant mothers;
- 187,000 senior citizens; and,
- 85,000 Ohioans in home and community based waiver programs.

Medicaid and SCHIP program expenditures through ODJFS and sister agencies represented \$17.5 billion, or about 30% of all state of Ohio spending in SFY 2011. This number is projected to grow to \$20.3 billion in SFY 2013. The federal government's share of Medicaid (represented by the Federal Medical Assistance Percentage) in Ohio is 64% in FFY12.

Ohio Medicaid serves approximately 2.2 million Ohioans each month (as of June 2011). Two primary groups make up Ohio's Medicaid population. They are Covered Families and Children (CFC) and individuals who are Aged, Blind, or Disabled (ABD). While the CFC population is comprised mostly of

pregnant women and children, the ABD population is comprised of individuals with disabilities and those who are age 65 or older. The CFC group is the largest covered group encompassing more than 1.6 million (or 74.3%) individuals on Medicaid per month. The ABD Medicaid population is significantly smaller at over 400,000 (18.7%) people; however, these are enrollees with the most costly health care needs. Of the 2.2 million Ohioans receiving Medicaid on an average monthly basis, approximately 300,000 individuals receive health care services from both Medicare and Medicaid; these individuals are called dual eligible because they are eligible for both programs simultaneously. Medicaid pays for some expensive services that Medicare does not cover. Over 100,000 Ohioans receive Medicare premium assistance through the Medicaid program and about 50,000 people are on other programs, including the Breast and Cervical Cancer Program, Medicaid Buy-In for Workers with Disabilities, and Adoption and Foster Care.

Eligibility for Ohio Medicaid is very complex. There are more than 100 separate categories of eligibility, each with its own criteria limiting who may be covered and what income or resources they may have, in order to qualify for coverage. JFS contracts with Ohio's 88 county departments of job and family services (CDJFS) to perform certain Medicaid related functions, including eligibility determination and enrollment. These functions are performed utilizing a common statewide data system known as CRIS-E.

The Social Security Act specifies both a set of *mandatory* health care services state Medicaid programs must cover and a set of *optional* services states may choose to cover. As long as these benefits are provided in accordance with federal guidelines, states receive federal financial participation for eligible services provided. Ohio's benefit package is comprehensive in scope to ensure eligible individuals can access medically necessary health care services.

- Mandatory services include: Ambulatory Surgery Centers, certified family nurse practitioner services, certified pediatric nurse practitioner services, family planning services & supplies, Healthchek (EPSDT) program services (screening & treatment services to children 21 and younger), home health services, inpatient hospital, lab & X-ray, medical & surgical dental services, medical & surgical vision services, Medicare premium assistance, non-emergency transportation (NET) to Medicaid services, nursing facility care, outpatient services, including those provided by Rural Health Clinics & Federally Qualified Health Centers and physician services.
- Ohio also offers the following optional services: ambulance/ambulette, chiropractic services for children (under age 21), community alcohol & drug addiction treatment, community mental health services, dental services, durable medical equipment & supplies, home and community-based services (HCBS) waivers, hospice care, independent psychological services for children, intermediate care facility services for people with mental retardation (ICF-MR), occupational therapy, physical therapy, podiatry, prescription drugs, private duty nursing, speech therapy, and vision care, including eyeglasses.

For individuals whose health care needs require it, Ohio's Medicaid program covers services in long-term care facilities, such as a nursing home or an intermediate care facility for people with mental retardation or other developmental disabilities (ICF-MR). Because these services are extremely costly, many private insurance companies do not cover services provided in these care settings.

In recent years, there has been a growing demand by individuals with long term care needs, for community care alternatives in lieu of institutional care. In Ohio, these alternatives are administered through federally approved HCBS waivers under Section 1915(c) of the Social Security Act. By granting states a waiver, the federal government waives certain Medicaid rules so that the state can to

provide services to certain eligible people so that they can live in their home and/or community instead of in an institutional setting.

In Ohio, the largest HCBS Medicaid waiver program is the Pre-Admission Screening System Providing Options & Resources Today (PASSPORT) program, administered by ODA, which provides home care services to older adults. Ohio also operates several other Medicaid waiver programs targeted at individuals with chronic medical conditions or other disabilities. These waivers are the Assisted Living Waiver, Choices Waiver, Individual Options Waiver, Level One Waiver, Ohio Home Care Waiver, Transitions MR/DD Waiver and Transitions II Carve-Out Waiver. In SFY 2011, HCBS waiver programs served nearly 85,000 individuals.

Today, Ohio Medicaid can be characterized as having two major delivery systems: the traditional fee-for-service (FFS) system and services delivered via contracts with Managed Care Plans (MCPs).

#### A. Fee-For-Service

The FFS system is a traditional indemnity health care delivery system in which payment is made to a health care provider after a service is rendered and billed. Providers must meet specifically identified conditions/requirements to participate, such as being licensed or certified, which is required in order to enter into a provider agreement to serve Medicaid enrollees. Medicaid individuals in the FFS delivery system are generally free to seek care from any eligible Medicaid servicing provider, but the providers are not required to accept anyone who presents a Medicaid card.

There are several utilization review mechanisms in place in the FFS system. These include: prior authorization review, pre-admission review, as well as retrospective reviews for certain hospital services, retrospective surveillance utilization review, and a comprehensive drug benefit management system with a preferred drug list and prior authorization for non-preferred drugs.

#### B. Full-Risk Managed Care

The Ohio Medicaid managed care program operates under the authority of a State Plan Amendment approved by the Centers for Medicare and Medicaid Services (CMS) in July 1, 2005. In all 88 Ohio counties, CFC members must receive their health care services through a full-risk managed care delivery system. As of June 2011, of the 1.6 million total CFC enrollees, 1.5 million are enrolled in full-risk MCPs. Of the over 400,000 ABD individuals, 125,000 are enrolled in full-risk MCPs. "Full-risk" managed care requires participating managed care plans to accept the financial responsibility for all needed health care services for their enrollees in exchange for monthly per-person "capitation" payments from ODJFS.

ODJFS contracts with MCPs that are licensed by the Ohio Department of Insurance (ODI) and which meet all ODJFS requirements for contracting. MCPs serving the CFC population are paid prospectively on a per-member per-month, capitated basis. The ABD MCPs receive risk-adjusted reimbursement for each enrolled member. The MCPs assume the risk for all medical benefits and must provide a number of additional services, such as providing or arranging transportation to medically necessary health services for their members; providing member services and 24-hour nurse advice lines for targeted care management and care coordination.

Since August 2006, there has been more than a doubling of managed care enrollment in the full risk program. All CFC and ABD regions are mandatory with at least two MCPs offered in each region. The implementation and expansion of Managed Care statewide in Ohio has provided an

increased focus on quality of care and improved health outcomes, improved access to care, and cost restraints. The total expenditures to the managed care plans in SFY 2011 amounted to \$5.11 billion. Of this, \$3.67 billion was for CFC, \$1.44 billion was for ABD Medicaid.

Like many states, Ohio continues to struggle with balancing growing demands for entitlement programs. Medicaid, alone accounts for 30 percent of total state government spending and 4 percent of Ohio's economy. Ohio continues to look for opportunities to improve service delivery, reduce duplication, and gain greater efficiencies while transforming and improving health care outcomes and the health system's performance.

A significant step toward transforming Ohio Medicaid was the creation of Governor John Kasich's Office of Health Transformation (OHT) in January 2011. OHT was directed to immediately address Medicaid spending issues, plan for the long term efficient administration of Ohio's Medicaid program, and act to improve overall health system performance. The Governor's budget, submitted to the Ohio Legislature in March and passed June 30, 2011, included several Medicaid initiatives with the goal of transformational change – *aiming higher to achieve better health, better care, and cost savings through improvement*. Medicaid budget initiatives were created in alignment with Ohio's Guiding Principles: *so that with forward-thinking, solutions-oriented strategies we can transform Ohio into a model of health and economic vitality—and bring the system back in line with our heartland values:*

- Market-based – reset the basic rules of health care competition so the incentive is to keep people as healthy as possible;
- Personal Responsibility - reward Ohioans who take responsibility to stay healthy – and expect people who make unhealthy choices to be responsible for the cost of their decisions;
- Evidence Based - rely on evidence and data to complement a lifetime of experience, so doctors can deliver the best quality care at the lowest possible cost;
- Transparency - make information about price and quality transparent, and get the right information to the right place at the right time to improve care and cut costs;
- Value - pay only for what works to improve and maintain health – and stop paying for what doesn't work, including medical errors;
- Primary Care - transform primary care from a system that reacts after someone gets sick to a system that keeps people as healthy as possible;
- Prevent Chronic Disease - prevent chronic disease whenever possible and, when it occurs, coordinate care to improve quality of life and help reduce chronic care costs;
- Long Term Care - enable seniors and people with disabilities to live with dignity in the setting they prefer, especially their own home, instead of a higher-cost setting like a nursing home; and,
- Innovation - innovate constantly to improve health and economic vitality – and demonstrate to the nation why Ohio is a great place to live and work.

After much deliberation, the Ohio Legislature enacted the SFY 2012/2013 operating budget, which gives ODJFS the tools necessary to transform Ohio Medicaid for the 21<sup>st</sup> century. This procurement is to obtain the specialty health care business expertise necessary to implement new initiatives and to support ODJFS work activities.

### 1.3 Overview of the Project

Throughout the current and the following biennium, Ohio Medicaid will be implementing a variety of healthcare business transformational changes to *Renew, Reform, Revive* the Medicaid program by creating better health, better care, and cost savings through improvement. Transformational changes to Ohio's program are authorized by the State's new budget. Innovation and improvements are also essential particularly in providing services to persons with disabilities or with chronic conditions.

The enactment of HB 153, the state's biennial budget, authorizes through funding and statute, numerous Medicaid initiatives in a very short timeframe to generate short-term savings and to establish efforts that can be fully realized in the SFY 2014-2015 biennium. These initiatives include:

**A. Improve Care Coordination:** Coordinate care to achieve better health and cost savings.

- **Create a single point of care coordination.** The budget lays the groundwork for a new Integrated Care Delivery System (ICDS) that will provide comprehensive, person-centered care that addresses the physical health, behavioral health, long-term care and social needs of seniors and people with disabilities. Ohio will submit a waiver proposal to the federal Centers for Medicare & Medicaid Services to implement the ICDS for people who are eligible for both Medicaid and Medicare ("dual eligibles") and people with severe and persistent mental illness by September 2012.
- **Promote health homes.** The budget invests \$47.25 million over the biennium to enhance coordination of the medical and behavioral health care needs of individuals with severe and/or multiple chronic illnesses by expanding on the traditional medical home model of care.
- **Provide accountable care for children.** The budget invests \$87 million in start-up funding to improve access and coordination of care for more than 37,000 children with disabilities who are currently served through Ohio's Medicaid fee-for-service program. The state will encourage the development of pediatric accountable-care organizations (ACOs) to provide the necessary attention and care to meet the unique needs of these children. The first step will be to enroll children who are disabled in Medicaid managed-care plans, then create special contracts through managed care with pediatric ACOs, and eventually support stand-alone ACOs, with the state and the ACOs sharing in the long-term cost savings.
- **Expand Medicaid presumptive eligibility for pregnant women and children.** HB 153 provides temporary coverage so that a child or pregnant woman can receive medical care while their Medicaid application is officially processed. It also recognizes new qualified entities that may establish Medicaid eligibility. By simplifying the eligibility and enrollment processes, and including additional points of access for children and pregnant women, medical attention will be provided in the early stages of life when intervention is the most successful. The result will be improved health outcomes for children and pregnant women and reduced Medicaid expenditures.

**B. Integrate Behavioral and Physical Health Care:** Treat the whole person, including physical and behavioral health care needs.

- **Integrate behavioral and physical health benefits.** The budget takes several important steps to treat physical health conditions and behavioral health conditions in a comprehensive, coordinated manner. During SFY 2012-2013, Ohio will integrate the Medicaid alcohol and drug treatment and mental health carve-out benefits (currently administered by ODMH and ODADAS) into the overall Medicaid program administered by ODJFS, improving coordination of these services. Ohio will also improve care coordination for people with a severe and persistent mental illness through the creation of the ICDS and the development of ACOs and health homes.
- **Elevate Medicaid behavioral health financing to the state.** Beginning in SFY 2012, the State will transition the financial responsibility for the non-federal share of Medicaid matching funds for alcohol and drug treatment and mental health carve-out benefits from community behavioral health boards to the state, with full integration occurring in SFY 2013. This move clarifies and aligns responsibility among state agencies and frees up community levy funding, allowing county behavioral health boards to focus on developing and managing non-Medicaid community services and supports.
- **Manage behavioral health service utilization.** The budget establishes much-needed utilization-management controls and cost-containment tools for community mental health Medicaid benefits. Without these strategies, which are already available for other services provided under Medicaid, funding for community mental health services will not be sustainable, and increased pressure will be placed on state and local funding structures. Controls will be put in place to ensure that individuals receive the mental health services they need.
- **Consolidate housing programs.** The budget consolidates oversight of the Residential State Supplement (RSS) housing program, and regulation of Adult Care Facilities and Adult Foster Homes in ODMH, resulting in a streamlined and efficient administrative structure.

**C. Rebalance Long-Term Care:** Enable seniors and people with disabilities to live with dignity in settings they prefer.

- **Create a unified long-term care system.** HB 153 creates a unified budget for long-term care services for seniors and people with physical disabilities, allowing individuals' choices, instead of political decisions, to drive spending decisions. The bill also will consolidate the five home- and community-based waivers that serve individuals with a nursing-facility-level of care into a single, seamless waiver. These changes will improve access into and within the service delivery system, provide consistent opportunity for individual choice, and achieve greater transparency in price and quality for individuals who need long-term care services.
- **Prioritize funding for home- and community-based services.** The budget makes a significant investment in home- and community-based services for seniors and people with physical disabilities (PASSPORT/Choices, Assisted Living, Home Care and Aging Transitions waivers) and people with a developmental disability (Level One, Individual Options, DD Transitions and the new SELF waivers). All told, the budget spends \$532 million more on home- and community-based services over the biennium (above SFY 2011 levels), including \$55.6 million more for PASSPORT/Choices. This will make it possible for an additional 12,890 Ohioans to receive Medicaid home- and community-based services, instead of being admitted into an institution, and increases the share spent

on home- and community-based services (vs. the share spent on institutions) from 36.5 percent today to 42.1 percent in SFY 2013.

- **Align programs for people with developmental disabilities.** The budget consolidates Medicaid programs for people with disabilities in the Department of Developmental Disabilities and eliminates barriers that keep people with developmental disabilities from accessing the services they need.
- **Evaluate PACE.** The budget includes language requiring Miami University's Scripps Gerontology Center to complete a comprehensive evaluation of the cost effectiveness of current Program of All-Inclusive Care for the Elderly (PACE) sites.

**D. Modernize Reimbursement:** Reset Medicaid payment rules to reward value instead of volume.

- **Modernize hospital payments.** The Administration worked closely with hospitals throughout the budget process to adopt hospital payment reforms that modernize Medicaid inpatient and outpatient hospital reimbursement, reward providers for improved outcomes, ensure that the full value of hospital franchise fees is used to provide services for Medicaid enrollees, and save taxpayers \$444.3 million over the biennium.
- **Reform nursing facility payments.** The budget completes the transition from a cost-based payment methodology for nursing homes to a price-based system, a change that was initiated by the legislature in 2005 (HB 66) to reward efficiency. Additional nursing home payment reforms in HB 153 link more of the Medicaid payment to quality measures and increase the amount of funding for services provided directly to residents. It also enacts common-sense regulatory-reform provisions that will provide nursing facilities with greater flexibility in how they provide care, while increasing the focus on quality. The nursing home reforms will save approximately \$360 million over the biennium and ensure that seniors and people with disabilities will have access to quality nursing home care if they need it.
- **Reform managed-care plans.** Currently, more than 1.6 million people who are enrolled in Medicaid receive care through a managed-care plan. The budget modifies the capitation rates paid to managed-care plans and provider panel requirements, saving the state \$144 million over the biennium. The bill also develops a more standardized set of prior-authorization criteria than what was used previously, requires plans to meet national performance standards and carves the Medicaid pharmacy benefit back into the managed-care program, which will improve care coordination for Medicaid beneficiaries.
- **Implement other benefit and payment reform.** The budget includes several other reforms that will improve Medicaid efficiency and effectiveness, including (savings in parenthesis):
  - Adjusting the nursing and home health services base rates (\$35 million);
  - Reducing the Medicaid price to 100 percent of the Medicare price for physician services that exceed the Medicare price (\$3.1 million);
  - Forming a regional brokerage for non-emergency transportation (\$200,000);
  - Establishing a maximum payment rate and prior-authorization review criteria for nutritional products (\$5.1 million);
  - Implementing a selective contracting program for durable medical equipment and diabetic supplies (\$13.5 million); and,

- Authorizing select benefit expansions mandated by the Affordable Care Act, including preventive services and smoking-cessation programs for pregnant women.

**E. Balance the Budget:** Contain Medicaid program costs in the short term and ensure financial stability over time.

- **Contain costs and create a financially sustainable program.** The Medicaid budget achieves an unprecedented level of Medicaid savings (\$1.4 billion over the biennium) and maximizes these savings in the state general revenue fund (GRF). This outcome was critically important to avoid a one-time 42.8 percent (\$1.6 billion) increase in state GRF that otherwise would have occurred as a result of Ohio needing to backfill enhanced federal match that expires at the end of SFY 2011. These savings are the result of system improvements that will lead to better health.

In addition to the initiatives listed above, ODJFS will continue to support the work activities associated with the day-to-day operations of the Medicaid program, including but not limited to, claims processing, program policy including the management of rules and state plans, waiver management, prior authorization of certain services, and surveillance, utilization and review. Finally, the federal government mandates numerous changes to the program that states must implement to be compliant and eligible for the federal match.

Specific details of the work to be performed by the selected vendor are largely shaped by the Ohio biennial budget bill, H.B. 153 of the 129<sup>th</sup> General Assembly, for State Fiscal Years 2012 and 2013. H.B. 153 was passed by the legislature and signed by Governor John Kasich on June 30, 2011; H.B. 153 can be found at [http://www.legislature.state.oh.us/BillText129/129\\_HB\\_153\\_EN\\_N.pdf](http://www.legislature.state.oh.us/BillText129/129_HB_153_EN_N.pdf) and is generally referred to as the State's Budget Bill. While vendor skill set, experience and capacity, as well as work objectives and projects are extensively described in this procurement; more specificity about tasks will be significantly determined by project needs as they evolve throughout the term of the contract that will result from the successful completion of this RFP process. This RFP identifies certain on-going functions that will be required of the successful vendor, as well as skill sets, capacities, and experiences the desired vendor will possess.

Individually, many state budget initiatives and federal mandates are far reaching in scope and complexity. In the past five years, the Medicaid program has experienced a significant loss of talent; at least one-third of its workforce has been reduced through retirement and attrition. Current capacity is insufficient to support the visionary, analytical, and management expertise needed to work and to meet the required timelines in the short term, while at the same time using these initiatives to work toward Ohio's long term goals for the Medicaid program. The opportunity to transform Ohio's Medicaid program while, at the same time continuing to use its resources to run the program prompts ODJFS to solicit skilled vendor program resources for the time limited period it will take to successfully develop and implement the program changes described.

ODJFS is pursuing this RFP to purchase the following work to support the achievement of successful:

- A. Healthcare business management – multiple aspects of healthcare related business planning, healthcare-related initiatives, healthcare cost management, healthcare contracts, technical writing (proposals, etc.), health and clinical research, business development, administrative management, time management, and other skills;

- B. Key policy milestones and functional business requirements definition - identifying healthcare business requirements and determining solutions to related problems, including recommendations on business process improvement, organizational change or strategic planning and policy development;
- C. Technical writing: including grant writing - writing grant proposals, including research, follow-up and meeting grant submission deadlines; RFP writing – writing Requests for Proposal (RFP), Request for Information (RFI), and Requests for Quote (RFQ); and Business rule writing – writing statements that define or constrain OHP business rules to comply with the Center for Medicare and Medicaid Services requirements;
- D. Business transformation - assessing functional organizational structures, staff capacity and skills, and business processes while recognizing the importance of preparing the organization to conduct its work and work with customers, and stakeholders; and,
- E. Communications, outreach and training - Assisting in planning, executing and/or leading communications, outreach and training.

For additional information on the various healthcare initiatives that align with the strategies listed above, please see section 2.4 Program Resource Library.

The specific projects to be performed throughout the term of the contract expected to result from this RFP cannot be identified at the time of this writing, and therefore the number of hours of work involved cannot be provided. ODJFS will assign the selected vendor specific projects within the scope of the work described in this RFP as needed throughout the life of the contract, and before the selected contractor may begin work on a project, the vendor will be required to provide an impact analysis, and cost summary. The selected vendor will calculate costs for each project using the rates as proposed in response to this RFP and as accepted by ODJFS via the bilaterally signed contract.

#### **1.4 Objectives of the Project**

OHP is seeking a vendor to assist in analysis, development, and management of specific Medicaid healthcare business policy and program activities to assist OHP in the implementation of the program and policy activities outlined in Section 1.3 of this RFP. The successful vendor will enhance the ability and capacity of ODJFS in meeting the following objectives:

- A. Evaluate current and new Medicaid program and policy business processes;
- B. Research, identify, evaluate, and manage the implementation of “best practices” for healthcare business activities;
- C. Improve Medicaid business processes and management of healthcare initiatives to advance health outcomes while reducing state costs;
- D. Identify key policy milestones and business needs related to healthcare business process improvement and transformation and determine solutions to related implementation challenges through process management and improvement, organizational change, and/or strategic planning and policy development;
- E. Assess functional organizational structures, staff capacity and skills, and business processes while recognizing the importance of preparing the organization to conduct its work and work with customers, and stakeholders in order to promote successful business transformation, providing training plans, curriculum and training as needed and as required by the state;

- F. Provide successful and accurate communications, outreach, and training to internal and external stakeholders, providing technical assistance where needed;
- G. Secure grant funding to support innovation and improvement of Ohio's Medicaid program; and,
- H. Assist with the procurement of any and all resources necessary, as authorized by the state to ensure successful integration and implementation of Medicaid healthcare initiatives.

### **1.5 Time Frames & Funding Source**

ODJFS is seeking a vendor to perform healthcare related business management services from the award date of this contract to June 30, 2013. Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (i.e., June 30, 2013), the contract with the selected vendor will be subject to renewal for the period of July 1, 2013 through June 30, 2015. Renewal is contingent upon the availability of funds and satisfactory performance by the vendor, and is subject to approval by the Controlling Board.

Services provided subject to a work plan and timeline approved by ODJFS to successfully implement emerging ODJFS healthcare strategies and initiatives. Timelines for the initiatives must reflect overall strategic timelines. Deadlines for various initiatives range from October 2011 to January 2014 or beyond.

Funding for a particular initiative may be allocated from state, federal, or grant funds, or a mix of these funding sources. As services are provided, the selected vendor will be required to bill ODJFS in a format and manner that identifies the initiative for which services were rendered, so that payments can be assigned to the appropriate funding sources.

Potential vendors must be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal if the cost proposals of all technically qualifying vendors are in excess of the available funding for this project. Section 6.1 C. of this RFP establishes further information on ODJFS procedures to be implemented if this occurs.

## **SECTION II. PROCUREMENT PROCESS INFORMATION**

### **2.1 Anticipated Procurement Timetable**

<b>DATE</b>	<b>EVENT/ACTIVITY</b>
December 13, 2011	ODJFS Releases RFP to Potential Vendors on DAS/ODJFS Web Sites; Q&A Per. Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
December 20, 2011	<b>Vendor Q&amp;A Period Closes, 8 a.m. (for inquiries for RFP Clarification)</b> - No further inquiries for RFP clarification will be accepted. Answers to be posted by ODJFS within two to three business days.
<b>Wednesday, January 11, 2012</b>	<b>Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.)</b> - The proposal opening date, beginning the ODJFS process of proposal review <b>LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b>

January 20, 2012	<b>ODJFS Issues Contract Award Notification Letter (estimated)</b> - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
February 27, 2012	<b>Controlling Board Review of Requested Contract (estimated)</b>
March 19, 2012	<b>Vendor Begins Work* (estimated–following notification of all contractual and funding approvals)</b> - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2013	<b>Project Completion** - All work must be completed and approved by ODJFS Contract Manager</b>

ODJFS reserves the right to revise this schedule in the best interest of the State of Ohio and/or to comply with the State of Ohio procurement procedures and regulations and after providing reasonable notice.

\* According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS contracts are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The selected vendor may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. approval date. The ODJFS Contract Manager will notify the selected vendor when the requirements of ORC Section 126.07 have been met.

\* \* Subject to approval by the Controlling Board, the contract period is expected to run from approximately Jan. 23, 2012 through (June 30, 2013), with a renewal contract to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from (July 01, 2013) through (June 30, 2015). Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/11 through 6/30/13), the contract with the selected vendor will be subject to renewal for the final 12-month period of the project. Renewal may be subject to approval by the Controlling Board.

## **2.2 Internet Question & Answer Period; RFP Clarification Opportunity**

Potential vendors may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov//>**
- \* **Select “About Us” on the front page;**
- \* **Select “Doing Business with ODJFS;”**
- \* **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- \* **Select RFP Number [JFSR1213078030](#);**
- \* **Click the “Submit an Inquiry” Button to ask a question about the RFP; and,**
- \* **Follow the instructions to send an e-mail question.**

Questions about this RFP must reference 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. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include an identification for the originator of the

question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

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

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all potential vendors. Potential vendors’ questions shall only be answered inside this forum. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Q&A Document” for this RFP. **ODJFS reserves the right to determine when to post (i.e., as received or after the closing of the Q&A period) official answers to vendor questions.**

Vendor proposals in response to this RFP are to take into account any information communicated by ODJFS in the Final Q&A Document for the RFP. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.**

Accessibility to the ODJFS Q&A Document will be clearly identified on the website dedicated to this RFP, once that document is made available.

**IMPORTANT:** Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, 5. for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.5, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. ODJFS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

\* Should vendors experience technical difficulties accessing either the ODJFS website where the RFP and its related documents are published, they may contact ODJFS Contracts & Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

### **2.3 Communication Prohibitions**

From the issuance date of this RFP until an actual contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor that expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
3. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;\* and,
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal & Acquisition Services.

**\* Important Note:** Amendments to the RFP or to any documents related to it will be accessible to interested vendors through the original web page established for the RFP. All interested vendors must refer to that web page regularly for amendments or other announcements. ODJFS may not specifically notify any vendor of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of interested vendors to be aware of and to fully respond to all updated information posted on this web page.

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

If interested vendors have a need to communicate regarding this RFP, they must contact **ODJFS** using one of the mechanisms provided for in **Sections 2.2, Internet Question and Answer Period/RFP Clarification Opportunity**, or **2.3, Communication Prohibitions**, of this RFP. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Vendor proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in **Section 5.1, Proposal Submission Information**.

#### **2.4 Program Resource Library**

ODJFS recognizes that interested vendors might be interested in more details on the programs referred to in this RFP and Ohio Medicaid program initiatives. For additional information on key programs and initiatives, please visit the following:

The Ohio biennial budget bill (H.B. 153) for State Fiscal Years 12/13 can be found at:  
[http://www.legislature.state.oh.us/BillText129/129\\_HB\\_153\\_EN\\_N.pdf](http://www.legislature.state.oh.us/BillText129/129_HB_153_EN_N.pdf).

Governor John Kasich created the Office of Health Transformation to modernize the fragmented system of Medicaid in Ohio, to improve the quality of health services available to individuals and families and provide the best value to taxpayers. For specific details of these plans, please visit: <http://healthtransformation.ohio.gov/Home.aspx>.

More information on the current managed care program, including region-specific eligibles and enrollment; CFC and ABD rate methodologies and rates; contracting requirements with plans; including data submission requirements, standards for plan approval, and performance measurements; and are available at <http://jfs.ohio.gov/OHP/bmhc/PRL.stm>.

Information about the new Medicaid Information Technology System (MITS) claims payment system is available at <http://jfs.ohio.gov/mits/index.stm>.

**NOTE:** Vendors are to be aware that documents referenced in this Section are not included in this RFP document. Vendors must access the referenced documents via their respective URL addresses.

### **SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS**

Vendors' proposals must address all of the following minimum qualifications as well as organizational and staff experience and capabilities. Vendor must also provide a current organizational chart (including subcontractors) and specify the management and administrative personnel who will be assigned to this project.

#### **3.1 Mandatory Vendor Experience and Qualifications**

ODJFS will only consider proposals from vendors with an adequate number of personnel (direct or subcontracted) with the experience and expertise necessary to complete the project. In order to be considered for the contract expected to result from this RFP, **ODJFS requires that interested vendors must, at minimum, meet all of the following Section 3.1 qualifications.** The vendor must:

- A. Demonstrate that the vendor has a minimum of five (5) years organizational experience (which may include subcontractor experience) in business process re-engineering with a project of a similar size. A minimum of three (3) years experience must be for a Medicaid agency(s). Demonstrated experience must include the following areas of work:
  - Visioning of improved business processes;
  - Facilitation of improved business processes; and
  - Effective planning, delivering, coordination and implementation of improved business processes.
  
- B. Demonstrate that the vendor has a minimum of five (5) years organizational experience (which may include subcontractor experience) in the development, management and successful implementation of projects. A minimum of three (3) years experience must be for the federal Department of Health and Human Services and/or state Medicaid agencies. Examples of large-scale, multi-year, complex projects should be included in the technical proposal. Demonstrated experience must include the following areas of work: detailed design of a project management structure, including a work break down structure; project work plan; project communication plan; change management plan; risk management plan; and development of performance measures and metrics.

- C. Include a minimum of three (3) references from representatives of agencies for whom the vendor has successfully provided services/projects comparable in scope to the requirements in this RFP. These references must relate to work that was completed within the past seven (7) years. Each reference must include the following information:
1. Contact Information. The vendor must provide a client contact name, title, phone number, email address, company name, and mailing address. The vendor 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 vendor'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 vendor's organization, subsidiaries, partnerships, etc.;
  2. Work Name. The vendor must provide the name or title for the work, such as a project name, from which it obtained the mandatory experience;
  3. Dates of Experience. The vendor must complete this area with a beginning month and year and an ending month and year to show the length of time the vendor performed the work, not just the length of time the vendor was engaged by the reference;
  4. 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 vendor must reiterate the experience being described, including the capacity in which the work was performed and the role of the vendor on the Work. It is the vendor's responsibility to customize the description to clearly substantiate the qualification and its specific relevance to the work described by this RFP; and,
  5. Description of how the related service shows the vendor's experience, capability, and capacity to develop the Deliverables and do the Work.

The vendor must list each work experience separately and completely. If it would aid in understanding, the vendor may create a chart that cross-references which reference demonstrates which area of work experience, and refer to that chart as appropriate.

**Vendors that do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C) identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted for full detailed scoring.**

### **3.2 Organizational Experience and Capabilities**

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors provide the following, each of which will be evaluated for the quality of the experience and its applicability to the project:

- A. Information on the background of the firm; including any subcontractors; and any prior experience relevant to this RFP;
- B. Samples of at least two, but no more than four, similar sized projects completed in the past three (3) years that demonstrate expertise in those strategies and areas listed in Section 1.3. Identify if the projects were timely provided and within budget. Samples, at minimum, should detail the vendors experience with: multi-agency collaboration working on a single project; stakeholder communication and outreach efforts; the ability to work timely and within budget; and also the vendors success with working through short timeframes. Acceptable samples will include

timelines and effort in a readily understandable format using documents such as: project plans including resource hours and tasks; communication plans; work breakdown structures; and timelines.

- C. Demonstrated experience in the delivery of expert assistance detailed in section 4.4 of this RFP. Please give specific examples; and,
- D. Demonstrated knowledge of and experience in Medicaid and the laws and regulations impacting its operations. Please list any Ohio specific knowledge and experience.

The vendor information provided for all of the above topics should include summary descriptions of all successfully completed projects, any notable accomplishments and outcomes, and contact information for vendor customers that received the services provided—if not already included as a reference.

### **3.3 Staff Experience and Capabilities**

The vendor must complete this section to demonstrate that it meets the requirements for experience. For each reference, the vendor must provide the information in the same manner as described under Mandatory Experience and Qualifications above. All staff listed below are considered key staff. If at any time key staff identified in the Technical Proposal become unavailable, any substitute or replacement staff must meet the requirements detailed below. Before any substitution or replacement of staff, personnel profiles of the new or additional staff must be provided for ODJFS approval.

Project functions which will be needed under any contract resulting from this RFP have been assigned to key staff positions which are classified as Tier 1, 2, or 3 according to the required level of skill and experience:

- Tier 1: Lead Healthcare Business Expert;
- Tier 2: Medicaid Healthcare Business Managers; and
- Tier 3: includes the following:
  - Medicaid Communications, Outreach and Training Specialist;
  - Medicaid Business Transformation Facilitator;
  - Medicaid Business Researcher;
  - Medicaid Technical Writers; and,
  - Medicaid Program Evaluator.

- A. **Tier 1: Lead Medicaid Healthcare Business Expert:** The Lead Medicaid Healthcare Business Expert (Lead) will lead the work team in the design, development, analysis, evaluation, and implementation of various initiatives under any contract resulting from this RFP. The Lead will provide expert advice on best practices; identify and quantify risks, challenges, and opportunities; and suggest ways to leverage specific opportunities and initiatives to accomplish larger Ohio, OHT, and OHP goals. The Lead will oversee and synthesize the work performed by other team members and be responsible for any final work products delivered by the vendor.

#### **1. Mandatory Experience**

The proposed individual must have a minimum of five (5) years experience in business process re-engineering, analyses and design, including facilitation, training and implementation, with a minimum of three (3) years of this experience working with Medicaid delivery systems, programs and strategies for the federal Department of Health and Human Services and/or state Medicaid agencies. The Technical Proposal must include a description of the roles and functions the individual has performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4 as well as any experience with other healthcare and/or social services programs.

## 2. Required Qualifications

The proposed individual must have demonstrated experience and skill in the ability to bring to the project in the following areas:

- Conducting business and organizational needs assessments;
- Strategic planning;
- Establishing best practices;
- Organizational risk assessments;
- Providing detailed business process re-engineering recommendations and options for Medicaid business processes; and
- Developing a strategic framework for Medicaid business enterprises, including the use of information technology.

**B. Tier 2: Medicaid Healthcare Business Manager.** The vendor must provide a minimum of two (2) individuals that they are proposing to make available for this project who each individually meet the requirements listed below:

### 1. Mandatory Experience

The proposed individuals must have a minimum of five (5) years experience in the development, management and implementation of a variety of Medicaid related projects for federal and state Medicaid agencies. Examples of large-scale, multi-year, complex projects and a description of roles and functions performed in the management of the identified projects must be included in the Technical Proposal as well as a description of the functions the individual performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4.

### 2. Required Qualifications

The proposed individuals must have:

- a. A minimum of five (5) years, full-time experience as a project manager on a minimum of two projects that encompassed the full project life cycle from initiation through post implementation on large-scale, multi-year, complex projects where one of the projects lasted more than one (1) year;
- b. Experience following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench) developing project plans, defining tasks and tracking timelines and resources on a minimum of two (2) projects of similar size and complexity; and,

c. Current Project Management Professional (PMP) Certification.

**C. Tier 3. Medicaid Staff Support.** The vendor must provide a minimum of two (2) individuals who each individually meet the requirements listed below. The vendor may propose individuals who meet the qualifications and experience for more than one of the roles listed below.

**Important Note:** Individuals considered Tier 3 support staff, for the purposes of this RFP, are individuals who may play a role in various initiatives and projects "as needed", as determined by ODJFS. In addition to including how the vendor meets the staff requirements below, please also include a plan for ensuring these resources will be available when needed. If the vendor seeks to meet any of the qualifications and experience requirements for services through a subcontractor, the vendor must identify the subcontractor by name as part of the Vendor Profile Summary, for each reference. The vendor proposal must also include a discussion on the process that would be used to subcontract these individuals or services as needed, or as requested by ODJFS, in a timely and cost effective manner.

**1. Mandatory Experience**

The proposed individuals for each of the roles listed below must have a minimum of three (3) years experience providing support on Medicaid-related projects to federal and state Medicaid agencies.

**2. Required Qualifications**

**a. Medicaid Communications, Outreach and Training Specialist(s):**

Individuals who will work under the guidance of ODJFS to develop and finalize outreach plans and communication strategies and facilitate training for various Medicaid initiatives. Technical Proposals must demonstrate that each proposed communications specialist have a minimum of five (5) years experience in the development and successful execution of full-scale outreach, communication and training activities. Technical proposals should include at least three or four examples of past work with an explanation of the means and methods utilized. Technical Proposals should also demonstrate a description of the functions the individual has performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4. Demonstration of adaptability in formatting media to be compatible with different software/systems should also be included.

**b. Medicaid Business Transformation Facilitator(s):**

Individuals responsible for the coordination of staff and efforts to facilitate the successful implementation of business process re-engineering initiatives and strategies. Technical Proposals must demonstrate that each identified facilitator has at least three (3) years experience working with state Medicaid agencies and with diverse groups of individuals on a variety of Medicaid projects and must include at least three examples of experience in the facilitation and training of Medicaid business process re-engineering projects. Examples must include a description of the audiences, purposes, agendas, processes, summaries, and reporting methods involved as well as the techniques utilized to engage

participants. Types of projects may include focus groups, strategic planning, team building, continuous improvement, training efforts and business process re-engineering. Examples of projects managed and a description of all functions performed in the management of the identified projects must be included as well as a description of the functions the individual has performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4.

**c. Medicaid Business Researcher(s):**

Individuals who will gather and analyze data on specific Medicaid-related business initiatives and processes and practices both in Ohio and in other states to recommend best practices for business operations, program initiatives, administration and decision-making. Technical Proposals must demonstrate that each business researcher have at least three (3) years of experience working with Medicaid state agencies and knowledge of Medicaid business processes and the multitude of resources where pertinent information can be retrieved. Technical Proposals must also provide at least three examples of past Medicaid business process related research projects, the methods used to determine the appropriate resources in consideration of the purpose and the audience, and how the information was analyzed and presented. The Technical Proposal must include a description of the functions the individual has performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4.

**d. Medicaid Technical Writer(s):**

1). Individuals who will perform technical writing as directed and will draft Medicaid related grant applications and prepare application packets to secure funding from the government or from other entities for specific Medicaid programs or purposes. Technical Proposals must demonstrate that each grant writer have at least three (3) years experience and knowledge in the successful completion of Medicaid grant applications and must describe the types of grant applications completed and demonstrate the level of success by listing the number of applications completed, the number of grants awarded and the amount of funding secured. The Technical Proposal must include a description of the functions the individual has performed in this role as it relates to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4.

2). Individuals who will perform technical writing as directed and will draft solicitation documents procurement processes (i.e., RFP, RLB, RFI) for Medicaid programs or purposes. Technical Proposals must demonstrate that each RFP writer have at least three (3) years experience and knowledge in the successful completion of solicitation documents and must describe the types of documents completed and demonstrate the level of success. Technical Proposal must include a description of the functions the individual has performed in this role as it relates to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4.

**e. Medicaid Program Evaluator:**

Individuals who assess Medicaid populations, cost, programs, initiatives and services on the federal, state and local level and submit recommendations on the

program/service's significance, value, worth, or quality. Technical Proposals must demonstrate that each project evaluator have at least three (3) years experience working with Medicaid state agencies and in the evaluation of multiple types of programs and services that are Medicaid specific government-related services—and must demonstrate use of multiple data collection methods such as distributing surveys and questionnaires and conducting interviews. Methods utilized to analyze collected data, determine outcomes, rate customer satisfaction, and draw conclusions must be explained. The Technical Proposal must include a description of the functions the individual has performed in this role as it related to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4.

- D. Personnel Profile Summary.** Each Proposal must include a profile for each individual that they are proposing as key staff for the positions listed under Tiers 1, 2 and 3. The Personnel Profile Summary must be customized for the applicable staff requirements, in addition to how the proposed individual(s) meets any specification as detailed in Section 4.4 of this RFP.

Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. The vendor must name all staff proposed, and each must meet the technical experience for the staff's position.

The vendor must demonstrate that all staff requirements have been met by using the Personnel Profile Summary. The vendor's Personnel Profile Summary must include the information as described below:

1. **Contact Information.** The vendor must provide a client contact name, title, phone number, email address, company name, and mailing address. The vendor 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 vendor'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 vendor's organization, subsidiaries, partnerships, etc.
2. **Staff References.** If the vendor provides references representing less than three work experiences, the vendor must explain why. The State may reject the Proposal if less than three work experiences are given for a staff member.
3. **Education and Training.** The vendor must use this section to list the education and training of the proposed staff and demonstrate, in detail, the proposed staff's ability to properly perform under the resulting contract. The vendor must show how the staff's education and training relates to the requirements of the RFP.
4. **Dates of Experience.** The vendor must complete this section with a beginning month and year and an ending month and year to show the length of time the staff member performed the technical experience being described, not just the length of time the staff member worked for the company.
5. **Description of the Related Service Provided.** Vendors must state the technical experience demonstrated by each work experience, including the capacity in which the work was performed and the role of the staff member in the work as it relates to work identified by this

RFP. It is the vendor's responsibility to customize the description to clearly substantiate the staff member's qualification.

The vendor must list each work experience separately and completely. If it would aid in understanding, the vendor may create a chart that cross-references which reference demonstrates which area of work experience, and refer to that chart as appropriate.

**Important - Sensitive Personal Information Prohibition:** It is the affirmative responsibility of the vendor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to JFS, all proposals submitted become part of the public record. **ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

## **SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES**

Interested vendors are to view this section's description of the scope of work and deliverables that will be required of the selected vendor as the underlying frame work for vendors' proposals. Proposals will be evaluated by ODJFS not only on whether a qualified vendor agrees to the required deliverables, but on how well and how fully their proposals indicate they will perform those deliverables, and on how effectively and efficiently the proposal meets the RFP's objectives and serves Ohio's needs.

**Important Note: For any work performed under a contract resulting from this RFP, vendor must agree that assumptions will be clearly stated in documents, conclusions, recommendations, reports and projections, and data sources will be cited. Vendor must agree to provide OHP with data, inputs, and outputs - not including any proprietary modeling - used to meet the objectives of this contract. Data and assumptions must be provided in a format and at a level that is both consistent and useable (as determined by OHP).**

### **4.1 Scope of Work**

The scope of work required under the contract expected to result from this RFP will involve some range and combination of the accomplishment of the principles, initiatives and objectives as stated in Sections 1.2, 1.3 and 1.4 of this RFP. Due to the dynamic nature of this redesign process, resource constraints, changes in federal regulations, and the changing legal environment, not all components are known at this time.

The following information is a summary of the duties and responsibilities of the selected contractor for this RFP; further details are provided in Section 4.4, Specifications of Deliverables. In order to receive consideration for contract award, all aspects of the requirements described in this section must be addressed in the vendor's technical proposal.

The selected vendor for this project will be required to assist ODJFS in business and program management and implementation of new programs and healthcare delivery systems. The type and amount of work being performed by the selected vendor at any given time is expected to vary considerably, depending on the timelines of specific initiatives.

The selected contractor shall provide, at a minimum, the following services:

- A. Healthcare Business Management;

- B. Key Policy Milestones and Functional Business Requirements Definition;
- C. Technical Writing;
- D. Business Transformation;
- E. Communications, Outreach and Training.

**Important Note:** The work anticipated under the resulting contract is dynamic in nature and may change over the term of the contract to comply with changes in federal and/or state laws, regulations or policies. The selected vendor will be required to regularly provide updated work plans on a quarterly basis, which includes plans for the next two quarters to ODJFS for its updated time frames for completion of tasks, updated estimates of hours to be applied, updated policy goals and outcomes, and a plan for secure any additional resources that may be needed.

#### **4.2 Not Applicable to this RFP**

#### **4.3 Administrative Structures—Proposed Work Plan**

Vendors are to include, at minimum, the following administrative structures and technical approach for the proposed work plan. The vendor shall:

- A. Describe the vendor's understanding of how the principles listed in Section 1.2 and the objectives listed in Section 1.4 could be applied to Medicaid initiatives listed in section 1.3. The vendor should identify strategies to interact and methods of integrating its operations to align with the stated values, strategies and objectives to ensure success. The vendor should identify any risk inherent in this procurement and identify strategies that the vendor will use to mitigate those risks. This information will be used by ODJFS to evaluate the vendor's understanding of, and professional capability to provide the services described in this RFP.
- B. Provide a technical approach and work plan to be implemented, including a process for submitting an "impact analysis" to OHP for approval before beginning work on any specific initiative, and submitting an amended impact analysis for any initiative in progress upon request by OHP. The "impact analysis" should include: a target implementation or completion date; scope of work; a proposed timeline; required hours; required staff (vendor staff and state staff, if needed); etc... This information will be used by ODJFS to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.
- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems; and,
- D. Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project.

**Note:** The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the ODJFS project manager when work may begin.

#### **4.4 Specifications of Deliverables**

The vendor will work with ODJFS to analyze healthcare business processes, analyze healthcare initiatives, identify optimal outcomes, and scope the work to be done, and identify areas where additional resources may be needed to perform the work. The vendor shall address each service requirement listed in this section and explain how it plans to approach each requirement. Simply repeating the requirements will be considered non-responsive and disqualify the vendor. For each of the service requirements listed below, vendors are encouraged to include examples of work products with their proposals.

The contracted services shall include, but may not be limited to, the following areas:

A. Healthcare Business Management:

A.1. Key Activity: Provide subject matter expertise with healthcare-related business planning, healthcare initiatives, healthcare cost management, healthcare contracts, technical writing (proposals, etc.), health and clinical research, business development, administrative management, time management, and other skills.

A.2. Contractor Responsibilities:

- Partner with ODJFS to manage desired outcomes of budget initiatives and other on-going work.
- Research, recommend, and assist with implementation of new methods and processes to improve outcomes.
- Secure and manage resources to ensure the successful completion of healthcare management related goals and objectives.
- Provide subject matter expertise with in the initiation, planning or development, production or execution, monitoring and controlling and closing and implementation of healthcare initiatives.
- Provide subject matter expertise with the following:
  - Cost-benefit analysis
  - Value benefit analysis
  - Expert surveys
  - Risk profile analysis
  - Milestone trend analysis
  - Cost trend analysis
  - Target/actual-comparison

A.3. Examples of resulting outputs may include, but are not limited to:

- Detailed design of a project management structure, including a work break down structure
- Project work plan
- Project communication plan
- Change management plan
- Risk Management Plan
- Weekly status reports

A.4. As part of the technical proposal, the vendor should provide an example of a project work plan and a change management plan that was completed by the vendor. This information will be used by ODJFS to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

## B. Key Policy Milestones and Functional Business Requirements Definition:

B.1. Key Activity: Provide subject matter expertise in the identification of healthcare business requirements and determining solutions to related problems. Solutions often include a systems development component, but may also consist of process improvement, organizational change or strategic planning and policy development.

### B.2. Contractor Responsibilities:

- Create and maintain the business architecture.
- Conduct feasibility studies.
- Identify opportunities, scoping and defining new opportunities.
- Prepare business cases.
- Conduct initial risk assessments.
- Activities may include:
  - Meeting with business area subject matter experts, administrators and key stakeholders to involve them in the identification and capturing of various stages of work, key requirements and implementation milestone.
  - Developing a clear understanding of the problem(s) that the proposed system/program is being designed to solve.
  - Identifying all risk and possible risk impact on the work to avoid unexpected delays and increased cost of the initiative.

### B.3. Examples of resulting outputs may include, but are not limited to:

- Workflow designs
- Issue analysis
- Risk assessment analysis
- Performance measures/metrics

B.4. As part of the technical proposal, the vendor should provide a sample tool that the vendor uses for performance measures and metrics. This information will be used by ODJFS to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

## C. Technical Writing:

### C.1. Key Activities:

- Provide subject matter expertise in the writing and procuring of Medicaid grants, including drafting and submitting grant proposals, research, follow-up and meeting grant submission deadlines.
- Provide subject matter expertise in writing Requests for Proposals (RFP), Requests for Information (RFI), Requests for Quote (RFQ), and/or other procurement methods. The vendor must have an understanding of the benefits of when to use either an RFP, RFI and/or RFQ or other procurement methods and which would be in the best interest of OHP to meet the needs, scope and activities of varying initiatives.
- Provide subject matter expertise in writing statements that defines or constrains OHP business engine rules to comply with state and/or federal requirements. The rules are intended to assert business structure and policy definitions and constraints that apply to OHP. Identify what the rule should do, important factors for implementation, rule scope and body and rule validation

### C.2. Contractor Responsibilities:

- Research and gather information on various OHP goals and objectives and what solution is needed to accomplish those goals and objectives, and document findings.
- The creation of key grant elements, including executive summary, statement of need, project description, budget, organizational information, conclusions, and evaluation/outcomes.
- Activities may include:
  - Clearly conveying the purpose and information pertinent to grants, RFPs and business rules.
  - Identifying grant, RFP and business rules needs and focus.
  - Developing grant, RFP and business.
  - Budget development.
  - Research and documentation of findings.

C.3. Examples of resulting outputs may include but are not limited to:

- Write a grant, RFP and business rule draft for approval by the CSO.
- Modify draft grant, RFP and business as directed by the CSO.
- Create final grants and business rules for the CSO's approval.
- Development of a budget, consistent with grant requirements.

C.4. As part of the technical proposal, the vendor should provide an example Medicaid grant that was completed by the vendor. This information will be used by ODJFS to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

#### D. Business Transformation:

D.1. Key Activities: Assess OHP's functional structure, staff capacity and skills, and business processes while recognizing the importance of preparing the organization to conduct its work and work with customers, and stakeholders. Vendors must understand the importance of balancing growing demands for government programs with slow-moving economies and a decreasing revenue base.

D.2. Contractor Responsibilities:

- Assist OHP in looking for opportunities to improve service delivery, reduce duplication, and gain greater efficiencies through technological investments;
- Build awareness of the skills necessary to support the information technology for future state and federal health care reform;
- Build competency in the skills necessary to support the information technology for future state and federal health care reform; re-engineering changes in business processes and workflows;
- Define key roles and responsibilities, as well as relationships among key internal positions sister state agencies and stakeholders;
- Define a process, to include mechanisms to direct and synchronize efforts to develop strategic plans, monitor the implementation of reform initiatives, and report progress. A
- Analyzing data and data formats currently in use, recommending plans for data standardization, mapping, metadata, short term, and long-term data governance goals.
- Provide recommendations on business process re-engineering.

D.3. Examples of resulting outputs may include but are not limited to:

- A written report with recommendations of changes to business processes, policies, procedures, roles and responsibilities.
- A written report with recommendations operational tools, including data governance tools.
- A matrix of “best practices” by OHP functional area.

D.4. As part of the technical proposal, the vendor should provide a methodology around successful business transformation, including a method for assessing cultural change and organizational analysis. This information will be used by ODJFS to evaluate the adequacy of the vendor’s understanding of the work and ability to successfully perform high quality work.

E. Communications, Outreach and Training (including marketing and stakeholder management):

E.1 Key Activity: Develop an internal and external communication plan that ensures timely and appropriate generation, collection, and dissemination of information and a communications repository that allows ODJFS to retrieve relevant language for updating when drafting new documents.

E.2 Contractor Responsibilities:

- Provide subject matter expertise in marketing and stakeholder outreach efforts for some or all of the strategies and initiatives listed in section 1.3, including the communication protocols and procedures for reporting to JFS stakeholders regarding issues, risks, and change orders.
- Develop and deliver various methods of communication mediums including:
  - Webinars;
  - Electronic documentation (e-documentation);
  - Printed material;
  - Public forums;
  - Educational materials.
- Build partnerships and develop coalitions with internal staff, sister state agencies and stakeholders.
- Develop a repository (or set of linked repositories), accessible to OHP staff from multiple locations, which staff can use to add or find language which has been used in OHP, ODJFS, or other agency:
  - Grant Applications
  - RFPs
  - Business Rules
  - Webinars and trainings
  - Brochures
  - Press releases
  - Budget proposals

E.3 Examples of resulting outputs may include but are not limited to:

- A language repository, which can be used by OHP staff to generate RFPs, grant applications, or other communications based on previous language regarding the same subject.
- An office-wide communication plan.
  - All materials, used to generate and generated as a result of the communication plan must be turned over to JFS.

- An outreach plan.

E.4. As part of the technical proposal, the vendor should provide a sample communications and outreach plan that was completed by the vendor. Please include an example of any communications tool that may be used to implement such a plan. This information will be used by ODJFS to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

- F. The following additional activities may also be requested if required to carry out any deliverables as referred to in this RFP:
- Data analysis or regulatory analysis to defend legal challenges
  - Written reports/summaries are required for all research performed
  - Attend, facilitate and participate in ODJFS meetings, forums, presentations, negotiations and other events in Ohio as required by ODJFS
  - Liaison activity with CMS and HHS

The vendor will be prepared to provide assistance to ODJFS in any of the areas identified above, should ODJFS need additional resource in that area for a specific initiative or strategy.

**When assistance is requested, the vendor will provide ODJFS with options for how work is to be performed (for instance, a single individual working full time on an initiative versus two individuals who each work on multiple initiatives). Whenever possible, vendor will provide ODJFS with multiple staff resumes or curriculum vitas, so that ODJFS may select the actual staff working on an initiative or strategy.**

#### **4.5 Selected Vendor Compensation Structure**

Compensation will be made on a reimbursement basis for the actual hours dedicated to the provision of the various budget initiatives and work projects mentioned herein. All overhead and administrative costs must be configured into the hourly rates.

Vendors will use the Cost Proposal Form included in Attachment D to this RFP to create a budget table and budget narrative that will be collectively titled, "Cost Proposal." The costs should include the hourly rates for all personnel and pre-selected subcontractors identified as key staff in the Technical Proposal.

ODJFS understands that because the specific projects to be performed throughout the term of the resulting contract cannot be identified at the time this RFP is released, the anticipated number of hours cannot be provided. However, the Cost Proposal Form requires vendors to propose rates for their staff and extend those rates by specified numbers of hours. The number of hours shown on this cost proposal form is an estimation of the number of hours needed for this procurement to be successful. The hours listed will be used only for the purposes of vendor selection and establishing an aggregate cost. Once work commences, actual hours will be determined and agreed upon by the selected vendor and ODJFS through a process determined by ODJFS. Before work begins on a project, the selected vendor will be required to include an impact analysis, and cost summary with each project proposal that will include:

- a) A project workplan;
- b) A proposed timeline with:
  - i) Target completion dates for any required activities;
  - ii) Hours of work that will be necessary for each of the required activities, broken down into:

- (1) Vendor staff provided under a contract resulting from this RPF,
  - (2) State staff, and
  - (3) Any additional personnel required to complete the activity on time; and
- c) An estimate of the total cost of the initiative, broken down into:
- i) Equipment costs and other necessary purchases,
  - ii) Labor costs, allocated between services provided under a contract resulting from this RFP, state staff, and other additional personnel, and
  - iii) Other costs as appropriate.
- d) Any assumptions underlying the proposed workplan, timeline, and costs.

The selected vendor must provide an invoice to ODJFS in a fashion that enables ODJFS to identify what work has been done, at what cost, and on which initiative, so that ODJFS can properly allocate costs according to their funding sources.

\*The costs listed in each project proposal will be subject to negotiation between the ODJFS Contract Manager and the selected vendor. After both parties agree to a fixed cost for a project, the selected vendor will submit a final project proposal to be signed by the ODJFS Contract Manager.

\*\*Should negotiations result in costs anticipated to exceed the overall total or the total funding available for a SFY according to the contract and purchase order, the contract must be formally amended to include the additional funds before any additional costs are incurred. Any such amendments are subject to all required contract and funding approvals, including Controlling Board review.

\*\*\*All overhead costs, including administrative, indirect, travel, etc., must be configured into the hourly rates. ODJFS will not reimburse the selected vendor for these costs separately.

## **SECTION V. PROPOSAL FORMAT & SUBMISSION**

### **5.1 Proposal Submission Information**

ODJFS requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this Section. The proposal submission must be comprised of:

- **Five** paper copies (**one signed original** and **4** copies) and one CD-ROM copy of the Technical Proposal;

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

**AND**

- in a sealed, separate envelope, **three** paper copies (**one signed original** and **two** copies) and one CD-ROM copy of the Cost Proposal.

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS at the specified location (below) complete no later than 3:00 p.m. on **Wednesday, January 11, 2012**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Contracts & Acquisitions  
Ohio Department of Job and Family Services  
30 East Broad Street, 31<sup>st</sup> Floor  
Columbus, Ohio 43215-3414  
ATTN: RFP/RLB Unit**

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal." All copies (both paper and CD-ROM) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

All copies (both paper and CD-ROM) of the original proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor proposal should be converted into **one single secure .pdf document** saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single .pdf document to contain the entire proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project.

The requested CD may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include or to properly label it may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR HEALTHCARE BUSINESS TRANSFORMATION SERVICES RE-RELEASE, RFP: JFSR1213078030 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from a vendor's proposal submission (*e.g.*, letters of recommendation from past customers of the vendor's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as

stated above will not be included in any previous submissions, nor will they be considered. ODJFS will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline date and time. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31<sup>st</sup> Floor. All proposals must be received **no later than the specified deadline, both time and date**, by the Contracts and Acquisitions (C&A), on the 31<sup>st</sup> Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.**

Submission of a proposal indicates acceptance by the vendor of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between ODJFS and the vendor selected.

## 5.2 Format for Organization of the Proposal

### A. Overall Proposal Organization

A sample Technical Proposal Score Sheet is provided as **Attachment C** of this RFP. **Vendors are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

The vendor's Technical Proposal must contain the following components (organized in five (5) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

**Tab 1** Required Vendor Information and Certifications Document –all three sections

**Tab 2** Vendor Experience & Qualifications

**Sub-Tab 2a.** Mandatory Vendor Qualifications (Section 3.1, A. through C.)

**Sub-Tab 2b.** Organizational Experience & Capabilities (Section 3.2, A. through D.)

**Sub-Tab 2c.** Staff Experience and Capabilities (Section 3.3, A. through D.)

**Tab 3** Scope of Work and Specifications of Deliverables

**Sub-Tab 3a.** Deliverable A

**Sub-Tab 3b.** Deliverable B

**Sub-Tab 3f.** Deliverable C (etc. through F)

**Tab 4** Administrative Structures—Proposed Work Plan

**Tab 5** Vendor Attachments or Appendices (*for example, for excerpts/samples of work products described in RFP Section 3.2/3.3*)

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

**NOTE:** Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

**B. Technical Proposal Details**

The vendor's Technical Proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order, and that wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

**IMPORTANT:** Any vendor Technical Proposals found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed project. However, information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal. Any prohibited cost information must be submitted with the separate, sealed project budget/Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by ODJFS as a required component of the separate, sealed project budget/Cost Proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

1. (Tab 1)

**Required Vendor Information & Certifications and Standard Affirmation and Disclosure Form**

**Attachment A—Section I.** --In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment A—Section I. to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print Attachment A—Section I., complete and sign it, and return it as the content of their Proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment A.) on their own letterhead, properly signed, and use that document as the content of their Proposal Tab 1. Vendors who fail to provide all information and

certifications as described in Attachment A—Section I. in their Proposal Tab 1 risk disqualification.

**Attachment A—Section II.** -- Standard Affirmation and Disclosure Form: Banning the Expenditure of Public Funds on Offshore Services: This form must be completed and signed by every bidder, vendor, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement. Failure to complete, sign, and return the Standard Affirmation and Disclosure Form with your bid will result in your bid being rejected as being non-responsive and disqualified from further consideration.

**Attachment A—Section III.** --Vendors are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in Attachment A—Section III., Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization. Vendors **MUST** complete and sign it, and return it as the content of their Proposal Tab 1. Vendors who fail to provide a signed and completed form risk disqualification. This form may also be accessed and printed at the Ohio Department of Public Safety, Division of Homeland Security’s Website at <http://www.homelandsecurity.ohio.gov>.

The signed originals of the above referenced forms (RFP Attachment A., Sections I, II, and III.) are to be provided in the vendor’s original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the vendor proposes the use of any subcontractors, information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.24, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor’s presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

**2. (Tab 2)  
Vendor Experience & Qualifications**

**a. Mandatory Vendor Qualifications (Sub-Tab 2 a.)**

The vendor must include information to demonstrate how the vendor meets the mandatory qualifications as described in **Section 3.1**, of this RFP.

**b. Organizational Experience and Capabilities (Sub-Tab 2 b.)**

In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in **Section 3.2**, of this RFP.

c. **Staff Experience and Capabilities (Sub-Tab 2 c.)**

In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in **Section 3.3**, of this RFP.

**3. (Tab 3)  
Scope of Work & Specifications of Deliverables**

This section should describe in detail how the vendor proposes to perform each task of the scope of work identified in Sections 4.1, Scope of Work and in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.4 behind separate sub-tabs as described above.

**4. (Tab 4)  
Administrative Structures—Proposed Work Plan**

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.3, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)  
Vendor Attachments or Appendices**

This section should, at a minimum, include excerpts/samples of work products described in RFP Section 3.2.

**C. Cost Proposal**

**Three** (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR HEALTHCARE BUSINESS TRANSFORMATION SERVICES RE-RELEASE, RFP: JFSR1213078030 SUBMITTED BY [VENDOR'S NAME HERE].”**

This envelope/package must also contain the labeled Cost Proposal CD-ROM. The Proposal must include a statement that the prices quoted are firm. Vendors are to complete the Cost Proposal Form, provided as **Attachment D**, to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested vendors to provide a group of rates for the performance of services described in this RFP. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its all-inclusive rates accordingly. The prices offered in the vendor's Cost Proposal will be

the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.5, Time Frames & Funding Source, of this RFP.

Vendors are to use the format in **Attachment D, Cost Proposal Form**, to submit their cost proposal for SFYs 2012 and 2013, and for SFYs 2014 and 2015 for use in case of renewal. At the vendor's discretion, additional documentation may also be included with the completed **Attachment D.**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

In calculating their proposed rates, vendors must consider costs resulting from the work described in this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not).

**D. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:**

- Any vendor's Technical Proposal found to contain any cost information shall be disqualified from consideration. Cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP/RLB) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

**SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION**

**6.1 Scoring of Proposals**

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a

Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Ohio Health Plans and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendor will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODJFS will score in three phases:

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

In order to be fully reviewed and scored, proposals submitted must pass Phase I. Review as required in the Technical Proposal Score Sheet. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment C, Technical Proposal Score Sheet for a complete listing of initial disqualifiers.**

**B. Phase II. Review—Criteria for Scoring the Technical Proposal:**

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in the RFP. Using the score sheet for Phase II scoring (see **Attachment C.** of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

Any proposal which does not meet the minimum required technical proposal score as defined in Attachment C will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

**IMPORTANT:** Before submitting a proposal to ODJFS in response to this RFP, vendors are strongly encouraged to use the Technical Proposal Score Sheet (**Attachment C.**) to review their proposals for completeness, compliance and quality.

After establishing which vendor proposals are technically qualified to advance to Phase III for consideration of their corresponding cost proposals, ODJFS will add ten (10) points to the proposals of those vendors which have also demonstrated an Ohio presence as described in Sections 8.24 and 5.2 of this RFP. For those technically qualified vendors with an Ohio presence, their final technical score will be the sum of the score they earned according to the Phase II review described above plus the additional specified points. Vendors who demonstrate that they are an MBE/EDGE vendor will receive additional consideration as specified in the Technical Proposal Score Sheet. That sum will be used for those vendors in Phase III, as described below.

**C. Phase III.—Criteria for Considering the Cost Proposal**

**Technical Proposal/Cost Performance Formula** After completing the technical scoring process described in Phase II (above and on the Technical Proposal Score Sheet,

Attachment C) the PRT will then consider the cost proposals of only those vendors that are found to be technically qualified to advance to Phase III, Consideration of the Cost Proposal. The technical merit evidenced by each qualifying vendor's technical proposal score is worth 70% of the vendor selection process, and the cost proposal is worth 30%.

<i>Criteria</i>	<i>Percentage</i>
Technical Proposal	70%
Cost Summary	30%

To apply this scoring ratio, ODJFS will use the following formulas to award points to each vendor in Phase III.

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

**Technical Proposal Points** = (Vendor's Technical Proposal Points/Highest Number of Technical Proposal Points Obtained) x 700

**Cost Evaluation.** The vendor with the lowest proposed Not-To-Exceed Fixed Price will receive the maximum of **300** points. The remaining vendors will receive a percentage of the maximum cost points available based upon the following formula:

**Cost Summary Points** = (Lowest Not-To-Exceed Fixed Price/Vendor's Not-To-Exceed Fixed Price) x 300

The total points score is calculated using the following formula:

**Total Points = Technical Proposal Points + Cost Summary Points**

The qualified vendor earning the highest Total Points Score will be recommended for the contract for the work described in this RFP.

**NOTE:** ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal. Vendors may then submit one last and best offer, or may request that its original cost proposal stand as its last and best offer, or may formally withdraw from further consideration, formally indicating its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider those vendors' revised cost proposals which are within the budget according to the process described in this section above, and in the Score Sheet, **Attachment C.**, for vendor selection purposes.

## **6.2 Review Process Caveats**

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content. ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and vendors' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP. Such communications are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing vendors prior to making a final selection, results to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process.

ODJFS reserves the right to negotiate with vendors for adjustments to their proposals should ODJFS determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of communications prohibitions, and are permitted when initiated by ODJFS, but are at the sole discretion of ODJFS. Should ODJFS decide for any reason not to proceed with this project, the RFP may be cancelled at any point.

**Any vendor deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the contract.**

### **6.3 Final Vendor Recommendation**

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

### **6.4 Tie Breaker**

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal, the proposal with the higher score in the technical proposal will prevail.

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

Any potential, or actual, vendor objecting 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 a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFP being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:

1. 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 shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
  2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the *sixth (6th)* business day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:  
Chief Legal Counsel  
ODJFS Office of Legal & Acquisition Services  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Legal & Acquisition Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

## 7.2 Caveats

**ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.**

## SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODJFS notifies vendors seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

### 8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's proposal as specified in **Section 5.2 B., 1** of this RFP.

## **8.2 Interview**

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

## **8.3 Start Work Date**

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the ODJFS project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

## **8.4 Proposal Costs**

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 8.2, above).

## **8.5 Trade Secrets Prohibition; Public Information Disclaimer**

**Vendors are prohibited from including any trade secret information** as defined in ORC 1333.61 in their proposals in response to any ODJFS RFP, RLB or other procurement efforts. ODJFS shall consider all proposals voluntarily submitted in response to any ODJFS RFP (or etc.) to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to this RFP shall become the property of ODJFS. This RFP and, after formal announcement by ODJFS of the results of this RFP project (e.g., notices provided to responding vendors regarding vendor selection), any proposals submitted in response to the RFP may be public records pursuant to R.C. 149.43. For purposes of this section, "proposal" shall mean both the technical and the cost proposals (if opened by ODJFS) submitted by the vendor, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to this or any ODJFS RFP which make claims of trade secret information shall be disqualified from consideration immediately upon determination that such unallowable claim has been made.

## **8.6 Contractual Requirements**

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment B.** of this RFP;

- B. Many of the terms and conditions contained in the model contract (See **Attachment B.**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any requested changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

### **8.7 Travel Reimbursement**

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2 C. (Proposal Format and Submission – Cost Proposal) of this RFP.

### **8.8 Minority Business Enterprise**

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurements to vendors certified as Minority Business Enterprises (MBE). Ohio certified MBE is defined in ORC Section 122.71. If the proposal is not submitted by a certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to an Ohio certified MBE.

The proposal must clearly indicate the name of the proposed Ohio MBE vendor and the exact nature of the work to be performed under the proposed subcontract. The proposal must include a letter from the proposed MBE, signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected;
5. A statement that the subcontractor has and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. A copy of the Ohio MBE certificate.

**There may be no dollar amounts of any kind included with the MBE information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.**

A listing of Ohio certified MBEs can be accessed through the Ohio Department of Administrative Services (DAS) Web Site at: <http://das.ohio.gov/Eod/MBESearch/index.asp>.

While ODJFS strongly encourages the use of MBE subcontractors, the vendor's use of an MBE subcontractor will have no effect on vendors' technical scores or on final contractor selection for this RFP, unless Section VI, Criteria for Proposal Evaluation and Selection of this RFP (and/or the Technical Proposal Score Sheet for this RFP) affirmatively establish an MBE participation criterion.

#### **8.9 Subcontractor Identification and Participation Information**

Any vendors proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. The subcontractor's legal status, federal tax ID number, and principle business address;
2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

**There may be no dollar amounts of any kind included with sub-contractor information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.**

#### **8.10 Public Release of Records**

Public release of any evaluation or monitoring reports funded under this agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

#### **8.11 Confidentiality**

All contracts will require that the contractor maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

#### **8.12 Key Personnel**

ODJFS will require a clause in the resulting contract regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

### **8.13 Ethical & Conflict of Interest Requirements**

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

### **8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

In the event of a material breach of contractor obligations under this section, ODJFS may at its option terminate the contract according to provisions within the contract for termination.

### **8.15 Waiver of Minor Proposal Errors**

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' Technical and/or Cost proposals/forms when those errors do not unreasonably obscure the meaning of the content.

### **8.16 Proposal Clarifications**

ODJFS reserves the right to request clarifications from vendors of any information in their Technical and/or Cost proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process.

### **8.17 Contractual Requirements and Prevailing Wage Requirements**

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as **Attachment B**. to this RFP. Potential vendors are strongly encouraged to read the model contract and to be fully aware of ODJFS' contractual

requirements. Additionally, the selected contractor will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

### **8.18 Unresolved Findings for Recovery (R.C. 9.24)**

ORC Section 9.24 prohibits ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under R.C. 9.24 prior to the award of any contract arising out of this RFP, without notifying ODJFS of such finding. ODJFS will review the Auditor of State’s website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODJFS will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

### **8.19 Mandatory Contract Performance Disclosure**

Each proposal must disclose whether the vendor’s performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the project which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a vendor from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in a rejection of the vendor’s proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor’s performance of the work, and the best interests of ODJFS.

### **8.20 Mandatory Disclosures of Governmental Investigations**

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor’s performance of services similar to those described in this RFP. If any such instances are disclosed, vendor must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against vendor by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a vendor from consideration, such governmental action and a review of the background details may result in a rejection of the vendor’s proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter’s potential impact on the vendor’s performance of the work, and the best interests of ODJFS.

### **8.21 Mandatory Disclosures of Work Location**

Proposals must explicitly state the location(s) (city, state/province, country) where work described in this RFP would be performed, whether by the vendor or by any subcontractors.

## **8.22 Vendor Selection Restriction**

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the resulting contract.

## **8.23 Declaration of Material Assistance Requirements**

Any vendor responding to any ODJFS RFP, RLB, or any other procurement opportunity is required to provide certification that the vendor has not provided material support or resources to any organization listed on the “Terrorist Exclusion List” (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, provided as Attachment A.—Section III to this RFP, must be printed, completed, and signed by the interested vendor’s authorized representative, and returned to ODJFS as a component of the vendor technical proposal/bid. Failure to properly complete Attachment A will result in the disqualification of the vendor’s proposal from consideration.

Vendors may access the TEL from the Ohio Homeland Security Office website, located at [www.homelandsecurity.ohio.gov.dma.asp](http://www.homelandsecurity.ohio.gov.dma.asp) or via e-mail to [dma-info@dps.state.oh.us](mailto:dma-info@dps.state.oh.us) for the current list of excluded organizations and additional information.

## **8.24 Ohio Presence Consideration**

Vendors that can demonstrate in their proposals that they either currently have a physical presence in Ohio or have concrete plans for establishing a physical presence will be given additional scoring consideration. In order to be acknowledged as a vendor with an Ohio presence, vendors must comply with instructions provided in this RFP, Section 5.2, Format for Organization of the Proposal, and provide information on the nature of the work and the number and type of vendor personnel at the Ohio location. Details of how an Ohio presence will be considered in the proposal scoring process are provided in Section 6.1, Scoring of Proposals.

## **8.25 Prohibition Against Services Performed Outside the United States**

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the “Location of Business Form” included in the “Required Vendor Information & Certifications Documents,” provided as Attachment A., Section II., to this RFP. The entire form must be printed, completed, and signed by the interested vendor’s authorized representative, and returned to ODJFS as a component of the vendor technical proposal. **Failure to properly complete Attachment A will result in the disqualification of the vendor’s proposal from consideration.**

## **SECTION IX. ATTACHMENTS AND THEIR USES**

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.*)**
- B. ODJFS Model Contract (*For vendor reference purposes*)**
- C. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- D. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.*)**

Thank you for your interest in this project.

# **Attachment A**

**Attachment A consists of 3 distinct and different sections.  
All sections must be completed and included in Tab 1 of  
the proposal.**

**Section I – Required Vendor Information**

**Section II - Standard Affirmation and Disclosure Form**

**Section III – Declaration Regarding Material Assistance**

Attachment A

**REQUIRED VENDOR INFORMATION and CERTIFICATIONS**

**Purpose:** ODJFS requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal’s immediate disqualification.**

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

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

**Vendors must provide all information**

<b>1. ODJFS RFP/RLB #:</b>	<b>2. Proposal Due Date:</b>
<b>3. Vendor Name:</b> (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
<b>4. Vendor Corporate Address:</b>	<b>5. Vendor Remittance Address:</b> (or “same” if same as Item # 5)
<b>6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:</b>  <b>Vendor Representative NAME and TITLE:</b> <b>Address:</b>  <b>E-Mail Address:</b> <b>Phone #:</b> _____ <b>Fax #:</b> _____	
<b>7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):</b>  <b>Vendor Representative NAME and TITLE:</b> <b>Address:</b>  <b>E-Mail Address:</b> <b>Phone #:</b> _____ <b>Fax #:</b> _____	
<b>8. Is this vendor an Ohio certified MBE? Yes    No    If yes, attach a copy of current certification to proposal\bid. (IF ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)</b>	

**9. Mandatory Vendor Certifications:**

ODJFS may not enter into contracts with/make purchases from any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Vendors responding to any ODJFS RFP\RLB or other purchase opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal\bid.**

I \_\_\_\_\_ (signature of representative shown in Item # 7, above) hereby certify and affirm that \_\_\_\_\_ (name of the vendor shown in Item # 3, above), **has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.**

**AND**

I \_\_\_\_\_ (signature of representative shown in Item #7, above) hereby certify and affirm that \_\_\_\_\_ (name of the vendor shown in Item # 3, above), **is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.**

**AND**

I \_\_\_\_\_ (signature of representative shown in Item #7, above) hereby certify and affirm that \_\_\_\_\_ (name of the vendor shown in Item # 3, above), **either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.**

**10. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)**

A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:

	Nationwide:	Ohio Offices:
<b>Total Number of Employees:</b>	_____	_____
<b>% of those who are Women:</b>	_____	_____
<b>% of those who are Minorities:</b>	_____	_____

B. If you are the selected vendor, will you subcontract any part of the work?

NO -or- YES, but for less than 50% of the work -or- YES, for 50% or more of the work

If yes, provide the following information on each subcontractor (additional pages may be added as needed):

**Subcontractor Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**Work To Be Performed:** \_\_\_\_\_  
 (a brief description) \_\_\_\_\_

**Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars):** \_\_\_\_\_

**If 50% or more of the work will be subcontracted, then ALSO provide the following information on ALL proposed subcontractors:**

	Nationwide:	Ohio Offices:
<b>Total Number of Employees:</b>	_____	_____
<b>% of those who are Women:</b>	_____	_____
<b>% of those who are Minorities:</b>	_____	_____

**C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2010) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:**

**Total number of contracts:** \_\_\_\_\_

**For each state contract, list the state agency and provide the following information:**

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Contract Dollar Amount:** \_\_\_\_\_

*Attach additional pages if needed*

### **11. Vendor and Grantee Ethics Certification**

As a vendor or grantee doing business with\* or receiving grants from the State of Ohio, I certify on behalf of \_\_\_\_\_ (name of vendor or grantee):

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

(2) I have reviewed and understand Executive Order Number 2007-01S.

(3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.

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

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Date

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

**12. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not \_\_\_\_ (or) I will \_\_\_\_ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS.** (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) **(NOTE: Item 13 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)**

**13. I \_\_\_\_\_, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of \_\_\_\_\_ (vendor's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this proposal in response to the ODJFS RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs.** (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

**14. Location of Business Declaration:** Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final page of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

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

---

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

The Contractor 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 Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

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

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

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

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

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

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

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

2. Location where services will be performed by Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

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

Print Name: \_\_\_\_\_

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

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



Ohio Department of Public Safety  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL	
HOME ADDRESS					
CITY		STATE		ZIP	COUNTY
HOME PHONE			WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME					
BUSINESS ADDRESS					
CITY		STATE		ZIP	COUNTY
PHONE NUMBER					

**DECLARATION** In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes    No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes    No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes    No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes    No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
CONTRACT FOR SERVICES**

**C-1213-07-0000**

**RECITALS:**

This Contract is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and **Vendor Name** (hereinafter referred to as "CONTRACTOR").

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

**ARTICLE I. PURPOSE; DELIVERABLES**

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract ("Deliverables") as follows:

**INSERT SPECIFIC DELIVERABLES**

- B. CONTRACTOR agrees to furnish its own support staff and services as necessary for the satisfactory performance of the work described in Section A, above.
- C. The ODJFS Contract Manager is **ODJFS Agreement Manager Name**.
- D. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- E. Ownership of Deliverables:
  - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all

Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables are deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

## ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see Section B, below) or July 1, 2011, whichever is later, through June 30, 2013, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. This Contract may be renewed through June 30, 2015, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC 126.07, that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

## ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is Total Dollar Amt Dollars (\$Total). ODJFS will pay an amount up to SFY1 Dollar Amt Dollars (\$SFY1) for State Fiscal Year SFY1 and up to SFY2 Dollar Amt Dollars (\$SFY2) for State Fiscal Year SFY2 expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be paid for actual expenditures incurred and paid by CONTRACTOR during the billing period pursuant to CONTRACTOR's accepted budget or cost proposal [CONTRACTOR's accepted budget or cost proposal included in the Application attached as Attachment \_\_\_\_, which is incorporated by reference as follows [INSERT BUDGET]

It is further agreed that reimbursement of travel expenditures shall not exceed SFY1 Travel Dollar Amount Dollars (\$SFY1 Travel) for SFY SFY1 and SFY2 Travel Dollar Amount Dollars (\$SFY2) for SFY SFY2, which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to

ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement under ARTICLE III, above.

- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, one-time** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS 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;
  4. 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;
  5. Description of Deliverables performed during the billing period; and
  6. Receipt or other proof of cost (if applicable).
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
  2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
  3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

#### **ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Contract shall automatically terminate upon expiration of the time period in ARTICLE II, upon completion of performance, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this Article, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.

- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
  2. ODJFS discovers any illegal conduct by CONTRACTOR; or
  3. CONTRACTOR has violated any provision of ARTICLE IX.
- D. Except as provided in Sections A and B of this Article, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section D, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section D. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
  2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
  4. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this Article, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this Article, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Paragraph is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

**ARTICLE V. NOTICES**

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

**ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION**

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B will be included in any contract or subgrant executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this Article are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end

of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

- E. CONTRACTOR hereby agrees to current and ongoing compliance with 42 USC 1320d -1320d-8 and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subgrant agreements that may be executed pursuant to this Contract.

#### ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

#### ARTICLE VIII. 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 Contract and the meanings defined in applicable federal law, even in the event of future amendments to law that create such conflict, the definitions found in federal law shall prevail.
1. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
  2. "Covered Entity" means a health plan, a health care clearinghouse, or health care provider (45 CFR 160.103).
  3. "Business Associate" means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" (45 CFR 160.103).
  4. "Protected Health Information" ("PHI") means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto (45 CFR 164.501).
- B. CONTRACTOR acknowledges that ODJFS through its Office of Ohio Health Plans is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that it is a Business Associate of ODJFS, and, in carrying out the work described in this Contract, the CONTRACTOR agrees to comply with all of the following provisions:
1. **Permitted Uses and Disclosures.** CONTRACTOR shall not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.
  2. **Safeguards.** CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the ODJFS against use or disclosure not provided for by this Contract.

3. **Reporting of Disclosures.** CONTRACTOR shall promptly report to ODJFS any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, CONTRACTOR shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
4. **Agents and Subcontractors.** CONTRACTOR shall ensure that all its agents and subcontractors that receive PHI from or on behalf of CONTRACTOR and/or ODJFS agree to the same restrictions and conditions that apply to CONTRACTOR with respect to the use or disclosure of PHI.
5. **Accessibility of Information.** CONTRACTOR shall make available to ODJFS such information as ODJFS may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA 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.
6. **Amendment of Information.** CONTRACTOR shall make PHI available to ODJFS so that ODJFS may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODJFS, CONTRACTOR shall also incorporate any amendments into the information held by CONTRACTOR and shall ensure incorporation of any such amendments into information held by CONTRACTOR's agents or subcontractors.
7. **Disclosure.** CONTRACTOR shall make available to ODJFS 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 ODJFS, or created or received by CONTRACTOR on behalf of ODJFS. Such access is for the purpose of determining ODJFS' compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
8. **Return or Destruction of Information.** Upon termination of this Contract and at the request of ODJFS, CONTRACTOR shall return to ODJFS or destroy all PHI in CONTRACTOR's possession stemming from this CONTRACT, and shall not keep copies of the PHI except as requested by ODJFS or required by law. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODJFS documentation evidencing such destruction. Any PHI retained by CONTRACTOR shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.
9. **American Recovery and Reinvestment Act of 2009.** CONTRACTOR agrees to comply with the terms of Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009.

#### ARTICLE IX. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract to be *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
  1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this agreement neither CONTRACTOR nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or

performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.

3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.

4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

2. **Fair Labor Standards and Employment Practices.**

a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.

c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.

- d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
4. **Conflicts of Interest.**
  - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
  - b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
  - c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.
5. **Lobbying Restrictions.**
  - a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
  - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
6. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
7. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Contract agree to

comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
11. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
  - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.
  - b. Prior to performing any services, and when there is a change in the location of any services provided under this Contract, CONTRACTOR must disclose:
    - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
    - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
    - (3) The principal location of business for the contractor and all subcontractors.
  - c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, and no services shall be changed or shifted to a location outside of the United States.
  - d. **TERMINATION, SANCTION, DAMAGES:** ODJFS is not obligated and shall not pay for any services provided under this Contract that CONTRACTOR or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
12. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or

other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

## ARTICLE XI. CONSTRUCTION

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

In Actual Contract,  
Signature Page Would Follow Here:

Remainder of page intentionally left blank.

**Attachment C**  
**ODJFS RFP: JFSR1213078030**  
**Technical Proposal Score Sheet**

**Vendor Name:** \_\_\_\_\_

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

Item #	Proposal Acceptance Criteria	RFP Sec. Ref.	Yes	No
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2. B. 1.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20 / 8.23		
<b>Mandatory Vendor Experience</b>				
5	Has the vendor demonstrated a minimum of five (5) years organizational experience (which may include subcontractor experience) in business process re-engineering with a project of a similar size. A minimum of three (3) years experience must be for a Medicaid agency(s). Demonstrated experience must include the following areas of work: <ul style="list-style-type: none"> <li>o Visioning of improved business processes;</li> <li>o Facilitation of improved business processes; and</li> <li>o Effective planning, delivering, coordination and implementation of improved business processes.</li> </ul>	3.1. A		
6	Has the vendor demonstrated a minimum of five (5) years organizational experience (which may include subcontractor experience) in the development, management and successful implementation of projects? A minimum of three (3) years experience must be for the federal Department of Health and Human Services and/or state Medicaid agencies. Examples of large-scale, multi-year, complex projects should be included in the technical proposal. Demonstrated experience must include the following areas of work: detailed design of a project management structure, including a work break down structure, project work plan, project communication plan, change management plan, risk management plan, and development of performance measures and metrics.	3.1. B		
<b>Tier 1: Lead Medicaid Healthcare Business Expert, Mandatory Experience</b>				
7	Has the vendor identified an individual with A minimum of five (5) years experience in business process re-engineering, analyses and design, including facilitation and training, and implementation, with a minimum of three (3) years of this experience working with Medicaid delivery systems, programs and strategies for the federal Department of Health and Human Services and/or state Medicaid agencies. The Technical Proposal must include a description of the roles and functions the individual has performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4 as well as any experience with other healthcare and/or social services programs.	3.3.A.1.		
<b>Tier 2: Lead Medicaid Healthcare Business Manager, Mandatory Experience</b>				

Item #	Proposal Acceptance Criteria	RFP Sec. Ref.	Yes	No
8	Has the vendor identified individuals with a minimum of five (5) years experience in the development, management and implementation of a variety of Medicaid related projects for federal and state Medicaid agencies, whose technical proposal included examples of large-scale, multi-year, complex projects and a description of roles and functions performed in the management of the identified projects as well as a description of the functions the individual performed in this role as it relates to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4	3.3.B.1		
<b>Tier 3: Medicaid Staff Support, Mandatory Experience</b>				
9	Has the vendor identified "tier 3" individuals with a minimum of three (3) years experience providing support on Medicaid-related projects federal and state Medicaid agencies.	3.3.C.1		

**PHASE II: Criteria for Scoring of Technical Proposal**

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODJFS' Office of Ohio Health Plans. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP and assign the appropriate point value, as follows:

**Technical Performance Scoring Definitions:**

**“Does Not Meet Requirement”**- A particular RFP requirement was not addressed in the vendor’s proposal. **Score: 0**

**“Partially Meets Requirement”**-Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level. **Score: 6**

**“Meets Requirement”**-Vendor proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. **Score: 8**

**“Exceeds Requirement”**-Vendor proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations. **Score: 10**

<b>0</b>	<b>6</b>	<b>8</b>	<b>10</b>
<b>Does not Meet Requirement</b>	<b>Partially Meets Requirement</b>	<b>Meets Requirement</b>	<b>Exceeds Requirement</b>

A technical proposal’s total PHASE II A score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **472** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **580** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE II B—Additional Consideration of the technical proposal score sheet.

Item #	Evaluation Criteria Phase II.	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Score
<b>Mandatory Vendor Experience</b>								
1	Has the vendor demonstrated a minimum of five (5) years organizational experience (which may include subcontractor experience) in business process re-engineering with a project of a similar size. A minimum of three (3) years experience must be for a Medicaid agency(s). Demonstrated experience must include the following areas of work: <ul style="list-style-type: none"> <li>o Visioning of improved business processes;</li> <li>o Facilitation of improved business processes; and</li> <li>o Effective planning, delivering, coordination and implementation of improved business processes.</li> </ul>	3.1. A	3					
2	Has the vendor demonstrated a minimum of five (5) years organizational experience (which may include subcontractor experience) in the development, management and successful implementation of projects. A minimum of three (3) years experience must be for the federal department of Health and Human Services and/or state Medicaid agencies. Examples of large-scale, multi-year, complex projects should be included in the technical proposal. Demonstrated experience must include the following areas of work: detailed design of a project management structure, including a work break down structure; project work plan; project communication plan; change management plan; risk management plan; and development of performance measures and metrics.	3.1. B	3					
<b>Organizational Experience and Capabilities</b>								
3	The vendor has included information on the background of the firm; including any subcontractors; and any prior experience is relevant to this RFP.	3.2. A	1					
4	The vendor has included samples (excerpts and/or Executive Summaries acceptable) of at least two, but no more than four, similar sized projects completed in the past three (3) years that demonstrate expertise in those strategies and areas listed in Section 1.3. Identify if the projects were timely provided and within budget. Samples, at minimum, should detail the vendors experience with: multi-agency collaboration working on a single project; stakeholder communication and	3.2. B	2					

Item #	Evaluation Criteria Phase II.	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Score
	outreach efforts; the ability to work timely and within budget; and also the vendors success with working through short timeframes. Acceptable samples will include timelines and effort in a readily understandable format using documents such as: project plans including resource hours and tasks; communication plans; work breakdown structures; and timelines.							
5	The vendor has demonstrated experience in the delivery of expert assistance detailed in section 4.4 of this RFP; the specific examples provided demonstrate this experience.	3.2. C	2					
6	The vendor has demonstrated knowledge of and experience in Medicaid and the laws and regulations impacting its operations, listing any Ohio specific knowledge and experience.	3.2. D	2					
<b>Staff Experience and Capabilities</b>								
In this section, the vendor must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract. Key positions will require profiles and curriculum vitae.								
<b>Tier 1: Lead Medicaid Healthcare Business Expert</b>								
7	Has the vendor identified an individual with a minimum of five (5) years experience in business process re-engineering, analyses and design including facilitation, training, and implementation, with a minimum of three years of this experience working with Medicaid delivery systems, programs and strategies for the federal Department of Health and Human Services and/or state Medicaid agencies. The Technical Proposal must include a description of the roles and functions the individual has performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4 as well as any experience with other healthcare and/or social services programs.	3.3.A.1.	3					
8	The proposed individual must have demonstrated experience and skill in the ability to bring to the project in the following areas: conducting business and organizational needs assessments; strategic planning; establishing best practices; organizational risk assessments; providing detailed business process re-engineering recommendations and options for Medicaid business processes; and	3.3.A.2	2					

Item #	Evaluation Criteria Phase II.	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Score
	developing a strategic framework for Medicaid business enterprises, including the use of information technology.							
<b>Tier 2: Medicaid Healthcare Business Manager</b>								
9	Has the vendor identified individuals with a minimum of five (5) years experience in the development, management and implementation of a variety of Medicaid related projects for federal and state Medicaid agencies, whose technical proposal included examples of large-scale, multi-year, complex projects and a description of roles and functions performed in the management of the identified projects as well as a description of the functions the individual performed in this role as it relates to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4	3.3.B.1	3					
10	The vendor has demonstrated that the proposed individuals have a minimum of five (5) years, full-time experience as a project manager on a minimum of two projects that encompassed the full project life cycle from initiation through post implementation on large-scale, multi-year, complex projects where one of the projects lasted more than (1) year.	3.3.B.2.a	3					
11	The vendor has demonstrated that the proposed individuals have experience following a standard PM methodology and in using various project management tools (e.g. MS Project Suite, Project Workbench) developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity.	3.3.B.2.b	1					
12	The vendor has demonstrated that the proposed individuals have a current Project Management Professional (PMP) Certification.	3.3.B.2.c	1					
<b>Tier 3: Medicaid Staff Support</b>								
13	Has the vendor identified "tier 3" individuals with a minimum of three (3) years experience providing support on Medicaid-related projects federal and state Medicaid agencies.	3.3.C.1	3					
14	The vendor plan for how the vendor will secure resources when needed, for various strategies and initiatives was presented in a manner that assures ODJFS that the resources will be available.	3.3.C	1					
15	The vendor s discussion on the process that would be used to subcontract for "tier	3.3.C	1					

Item #	Evaluation Criteria Phase II.	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Score
	3” individuals or services as needed, or as requested by ODJFS, in a timely and cost effective manner was presented in a manner that assures ODJFS that the resources will be available when needed and in a time and cost effective manner.							
16	Medicaid Communications, Outreach and Training Specialist(s): The vendor has identified individuals who will work under the guidance of ODJFS to develop and finalize outreach plans and communication strategies and facilitate training for various Medicaid initiatives. Technical Proposals demonstrate that each proposed communications specialist have a minimum of five (5) years experience in the development and successful execution of full-scale outreach, communications and training activities. Technical proposals include at least three or four examples of past work with an explanation of the means and methods utilized. Technical Proposals demonstrates a description of the functions the individual has performed in this role as it relates to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4. Demonstration of adaptability in formatting media to be compatible with different software/systems was included.	3.3.C.2. a	2					
17	Medicaid Business Transformation Facilitator(s): The vendor has identified individuals responsible for the coordination of staff and efforts to facilitate the successful implementation of business processes re-engineering initiatives and strategies. Technical Proposals must demonstrate that each identified facilitator has at least three (3) years experience working with state Medicaid agencies and with diverse groups of individuals on a variety of Medicaid projects and must include at least three examples of experience in the facilitation and training of Medicaid business process re-engineering projects. Examples must include a description of the audiences, purposes, agendas, processes, summaries, and reporting methods involved as well as the techniques utilized to engage participants. Types of projects may include focus groups, strategic planning, team building, continuous improvement, training efforts	3.3.C.2. b	2					

Item #	Evaluation Criteria Phase II.	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Score
	and business process re-engineering. Examples of projects managed and a description of all functions performed in the management of the identified projects must be included as well as a description of the functions the individual has performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4.							
18	Medicaid Business Researcher(s): The vendor has identified individuals who will gather and analyze data on specific Medicaid-related business initiatives and processes and practices both in Ohio and in other states to recommend best practices for business operations, program initiatives, administration and decision-making. Technical Proposals must demonstrate that each business researcher have at least three (3) years of experience working with Medicaid state agencies and knowledge of Medicaid business processes and the multitude of resources where pertinent information can be retrieved. Technical Proposals must also provide at least three examples of past Medicaid business process related research projects, the methods used to determine the appropriate resources in consideration of the purpose and the audience, and how the information was analyzed and presented. The Technical Proposal must include a description of the functions the individual has performed in this role as it relates to the Objectives listed in Section 1.3 and the Specifications of Deliverables in Section 4.4.	3.3.C.2.c	2					
19	Medicaid Technical Writer (i): The vendor has identified individuals who will perform technical writing as directed and will draft Medicaid related grant applications and prepare application packets to secure funding from the government or from other entities for specific Medicaid programs or purposes. Technical Proposals demonstrate that each grant writer have at least three (3) years experience and knowledge in the successful completion of Medicaid grant applications and must describe the types of grant applications completed and demonstrate the level of success by listing the number of applications completed, the	3.3.C.2.d.1	1					

Item #	Evaluation Criteria Phase II.	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Score
	number of grants awarded and the amount of funding secured. Technical Proposal must include a description of the functions the individual has performed in this role as it relates to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4.							
20	Medicaid Technical Writer (ii): The vendor has identified individuals who will perform technical writing as directed and will draft solicitation documents procurement processes (i.e. RFP, RLB, RFI) for Medicaid programs or purposes. Technical Proposals demonstrate that each RFP writer have at least three (3) years experience and knowledge in the successful completion of solicitation documents and describe the types of documents completed and demonstrate the level of success. Technical Proposal must include a description of the functions the individual has performed in this role as it relates to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4.	3.3.C.2.d.2	1					
21	Medicaid Program Evaluator: The vendor has identified individuals who assess Medicaid populations, cost, programs, initiatives and services on the federal, state and local level and submit recommendations on the program/service's significance, value, worth, or quality. Technical Proposals must demonstrate that each project evaluator have at least three (3) years experience working with Medicaid state agencies and in the evaluation of multiple types of programs and services that are Medicaid specific government-related services—and must demonstrate use of multiple data collection methods such as distributing surveys and questionnaires and conducting interviews. Methods utilized to analyze collected data, determine outcomes, rate customer satisfaction, and draw conclusions must be explained. The Technical Proposal must include a description of the functions the individual has performed in this role as it related to the Objectives listed in section 1.3 and the Specifications of Deliverables in section 4.4.	3.3.C.2.e	2					
<b>Scope of Work and Specifications of Deliverables</b>								
<b>Administrative Structures – Proposed Work Plan</b>								

Item #	Evaluation Criteria Phase II.	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Score
22	The vendor has demonstrated an understanding of how the principles listed in Section 1.2 and the objectives listed in Section 1.4 could be applied to Medicaid initiatives listed in section 1.3. The vendor has identified strategies to interact and methods of integrating its operations to align with the stated values, strategies and objectives to ensure success. The vendor has also identified any risk inherent in this procurement and identifies strategies that the vendor will use to mitigate those risks.	4.3. A	3					
23	The vendor's technical approach and work plan, including the vendor's process for submitting an "impact analysis" to ODJFS for approval provides an approach that is acceptable to ODJFS.	4.3. B	1					
24	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.3. C	1					
25	The vendor has provided a current organizational chart (including any subcontractors) and specifies the key management and administrative personnel who will be assigned to this project.	4.3. D	1					
<b>Healthcare Business Management</b>								
26	The vendor's proposal has described in detail and has provided examples for how they meet and will perform the key activity(s) and contractor responsibilities as described in this section.	4.4. A	3					
<b>Key Policy Milestones and Functional Business Requirements Definition</b>								
27	The vendor's proposal has described in detail and has provided examples for how they meet and will perform the key activity(s) and contractor responsibilities as described in this section.	4.4. B	1					
<b>Technical Writing</b>								
28	The vendor's proposal has described in detail and has provided examples for how they meet and will perform the key activity(s) and contractor responsibilities as described in this section.	4.4. C	1					
<b>Business Transformation</b>								
29	The vendor's proposal has described in detail and has provided examples for how they meet and will perform the key activity(s) and contractor responsibilities as described in this section.	4.4. D	3					
<b>Communications, Outreach and Training</b>								
30	The vendor's proposal has described in detail and has provided examples for how they meet and will perform the key	4.4. E	2					

Item #	Evaluation Criteria Phase II.	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Score
	activity(s) and contractor responsibilities as described in this section.							
<b>Additional Activities</b>								
31	The vendor's proposal has described in detail and has provided examples for how they meet and will perform the key activity(s) and contractor responsibilities as described in this section.	4.4. F	1					
<b>Proposal Organization</b>								
32	The vendor has submitted a proposal, which complies with the specified submission format.	5.2	.50					
33	The vendor has submitted a proposal that has been thoroughly proofread for spelling and grammatical errors.	6.1	.50					
<b>Column subtotal of "Partially Meets" points</b>								
<b>Column subtotal of "Meets" points</b>								
<b>Column subtotal of "Exceeds" points</b>								
<b>Total Score:</b>								

**Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase II B for additional consideration for being an MBE-EDGE vendor and having an Ohio Presence? (Vendor's Total Phase II A. Technical Score must be at least 472 points.)**

Yes \_\_\_\_\_ No \_\_\_\_\_ (If "No," Vendor's Technical Proposal will not receive further consideration and their Cost Proposal will not be opened.)

PHASE II B.— Additional Consideration		RFP Sec. Ref.	Yes (+10 pts)	No
1	<b>MBE-EDGE Vendor</b> --Has the vendor provided evidence that they are an MBE-EDGE vendor?	6.1 B		
2	<b>Ohio Presence</b> — Has the vendor provided evidence of an Ohio presence? [Vendors must provide evidence, including a physical address, of an office or work site physically located in the State of Ohio that is currently in existence or evidence of concrete plans for an Ohio office or work site that will be established by January 11, 2012.]	8.24		
<b>PHASE II B. TOTAL POINTS [20 max. allowable points]:</b>				
<b>VENDOR'S GRAND TOTAL SCORE [Phase II A. + Phase II B. pts.]:</b>				

**Attachment D**  
**RFP: JFSR1213078030**  
**Cost Proposal Form**

Vendor Name: \_\_\_\_\_

**Instructions:**

Vendors are to complete the Cost Proposal Form, sign it, and submit as their separate, sealed Cost Proposal as instructed in the RFP. The Cost Proposal Form requires vendors to provide, based on their understanding of the services required in this RFP, the initiatives listed in section 1.3 and the objectives listed in section 1.3, an estimated number of hours to be allocated for each key staff listed in section 3.3, an hourly rate for each and an estimated total cost. Vendors are to use their professional comprehension of the efforts required to perform the services and complete the specification and any associated deliverables stated within the RFP. Vendors are to use their business expertise in pricing the work described and to offer their rates accordingly. ODJFS encourages vendors to provide rates that are reasonable and necessary to complete the objectives of the contract.

As stated in the RFP, ODJFS is seeking to contract with a vendor to perform business transformation services, assist ODJFS in the implementation of various budget initiatives and provide support with current work activities for State Fiscal Years (SFYs) 2012-2013, with the option to renew for up to two additional years (SFYs 2014-2015).

**Vendor Cost Proposal**

The vendor's Cost Proposal must include for each Tier listed in section 3.3, an hourly rate for each Tier and an aggregate total cost.

Rates must be shown in the form of whole dollars. The quoted rates must encompass all administrative and overhead costs. Once the selected vendor's Cost Proposal is accepted, the hourly billable rates identified therein will be considered firm and all-inclusive. **[NOTE: Dual Roles –** While an individual may serve in the capacity of more than one of the service roles listed above, the selected vendor may only bill at the rate for the actual service being delivered. So for an example, if the Medicaid Healthcare Business Manager were to draft an RFP, the vendor would bill at the Medicaid RFP Writer rate.]

**In-House**

In-House otherwise known as direct staff, are individuals who are employed by the vendor.

**Subcontracted Services**

Identify the names of any individuals or firms the vendor has pre-selected to provide subcontracted services. The pre-selected subcontractor must be either under a current contract with the vendor that will remain in effect through the effective dates of the contract that will result from this RFP process, or must have issued a letter of commitment to subcontract with the vendor for work under the resulting contract. The vendor must include a copy of the subcontract or the letter of commitment as part of the Proposal packet. The subcontractor(s) can be hired to accomplish a portion of the work required; however, the vendor must indicate such when submitting project proposals.

When the ODJFS Contract Manager identifies a need that requires specialized knowledge or customization and the selected vendor does not have the capability to satisfactorily perform the needed service, the ODJFS Contract Manager may ask the selected vendor to subcontract for those services from a third party provider that will be selected in accordance with this RFP. The selected vendor must have a process in place to quickly and effectively subcontract with providers to deliver services when requested by the ODJFS Contract Manager. The process will include methods to confirm the specific need(s), the time frame for service delivery, cost parameters, provider identification, screening, selection, management, and evaluation.

\*\*Please note that this contract does not provide any general or administrative cost related to doing business. This applies to the vendor direct cost and the cost of obtaining and managing subcontracted services.

**Vendor Administrative Costs**

Vendors are to include all administrative expenses into their stated hourly rate for each position. Vendor's administrative

expenses include, but are not limited to, all costs related to the administrative activities of the project including personal salaries, fringe benefits, vacation, holiday pay, sick leave, other paid leave, pension plan, group insurance, compensation insurance, payroll taxes, repair and maintenance, employee-related expenses, supplies, communications, leases, depreciation, sales taxes, facilities, travel, etc.

#### **Vendor Indirect Costs**

ODJFS Office of Ohio Health Plans has deemed it unnecessary for the project to incur indirect costs. All costs should be factored into the hourly rate for each position.

#### **Cost Proposal Consideration and Vendor Selection**

Only those vendors that meet the minimum scoring threshold in the Technical Proposal Score Sheet will advance to the second phase of the selection process—consideration of vendor cost proposals.

The actual value of the contract will be determined by ODJFS based on the selected vendor's proposed and accepted prices for the vendor's direct staff and the best estimation possible by ODJFS for the level or volume of each of those services likely to be utilized, and the amount of funds available. Once the blanket purchase order is established, the selected vendor will need an approved project proposal (work order) before any costs can be incurred.

#### **Cost Proposal Form Explanation of Columns**

##### **Column A**

The Staff Titles are identified as key personnel positions that are directly related to the initiatives listed in Section 1.3 and the objectives described in Section 1.4 of the RFP. Vendors are required to have access to or have available individuals with the knowledge, experience and proven capabilities to carry out each function as identified with in the RFP and Cost Proposal. Vendors may choose to subcontract services to third party organizations or individuals.

Should the vendor decide to subcontract any position, the vendor must have a contract with the pre-selected subcontractor that will be effective through the ODJFS contract period or must have a letter of commitment from the pre-selected subcontractor affirming that the entity/individual will subcontract with the vendor and will perform work under the ODJFS contract. All subcontracts must be maintained for the duration of the selected vendor's contract with ODJFS.

**Column B** Estimated number of Hours –**Important Note:** The number of hours shown on this cost proposal form is an estimation of the number of hours needed for this procurement to be successful. The hours listed will be used for the purposes of vendor selection and establishing an aggregate cost. Once work commences, actual hours will be determined and agreed upon by the selected vendor and ODJFS through a process determined by ODJFS.

##### **Column C**

Hourly Rate – The hourly rate is the cost of employment for each employee. Vendors must submit an hourly rate for each position listed on the "Staff Title" column of the Cost Proposal Form. Cost Proposals that do not have hourly rates for each position will not be considered.

##### **Column D**

Aggregate Amount - The aggregate amount is the mathematical sum of multiplying the vendors' estimated number of hours by the vendor's hourly rate (Column C entry multiplied by Column B entry). The aggregate amount totals in Column D for the two biennia will be added and averaged, and that number will be used ONLY in the vendor selection process described in the RFP Section VI., 6.1, C. See also the explanation for Column B, above.

##### **Column E**

In-House – Place a check mark in this column for each position that will be filled by an In-House employee. If the individual is not In-House, leave the space blank. Vendors may choose to assign more than one individual to a position and may choose to have both In-House and subcontracted employees in each role.

##### **Column F**

Subcontracted – Place a check mark in this column for each position that will be subcontracted. If the individual is not a subcontractor, leave the space blank.

**Attachment D**  
**RFP: JFSR1213078030**  
**Cost Proposal Form**

**Cost Proposal Form from VENDOR NAME:** \_\_\_\_\_

**State Fiscal Year 2012**

(A) Staff Titles	(B) Estimated number of Hours	(C) Hourly Rate	(D) Aggregate Amount (B multiplied by C)	(E) In-House (insert an "x" where applicable)	(F) Subcontracted Services (insert an "x" where applicable)
Medicaid Healthcare Business Expert	375				
Medicaid Healthcare Business Manager	900				
Medicaid Communications, outreach, and training Specialist	450				
Medicaid Business Transformation Facilitator	525				
Medicaid Business Researcher	450				
Medicaid Technical Writer	600				
Medicaid Program Evaluator	450				
<b>Total</b>	<b>3,750</b>				

**State Fiscal Year 2013**

(A) Staff Titles	(B) Estimated number of Hours	(C) Hourly Rate	(D) Aggregate Amount (B multiplied by C)	(E) In-House (insert an "x" where applicable)	(F) Subcontracted Services (insert an "x" where applicable)
Medicaid Healthcare Business Expert	1125				
Medicaid Healthcare Business Manager	2700				
Medicaid Communications, outreach, and training Specialist	1350				
Medicaid Business Transformation Facilitator	1575				
Medicaid Business Researcher	1350				
Medicaid Technical Writer	1800				
Medicaid Program Evaluator	1350				
<b>Total</b>	<b>11,250</b>				

**State Fiscal Year 2014**

<b>(A) Staff Titles</b>	<b>(B) Estimated number of Hours</b>	<b>(C) Hourly Rate</b>	<b>(D) Aggregate Amount (B multiplied by C)</b>	<b>(E) In-House</b> (insert an "x" where applicable)	<b>(F) Subcontracted Services</b> (insert an "x" where applicable)
Medicaid Healthcare Business Expert	750				
Medicaid Healthcare Business Manager	1800				
Medicaid Communications, outreach, and training Specialist	900				
Medicaid Business Transformation Facilitator	1050				
Medicaid Business Researcher	900				
Medicaid Technical Writer	1200				
Medicaid Program Evaluator	900				
<b>Total</b>	<b>7,500</b>				

**State Fiscal Year 2015**

<b>(A) Staff Titles</b>	<b>(B) Estimated number of Hours</b>	<b>(C) Hourly Rate</b>	<b>(D) Aggregate Amount (B multiplied by C)</b>	<b>(E) In-House</b> (insert an "x" where applicable)	<b>(F) Subcontracted Services</b> (insert an "x" where applicable)
Medicaid Healthcare Business Expert	750				
Medicaid Healthcare Business Manager	1800				
Medicaid Communications, outreach, and training Specialist	900				
Medicaid Business Transformation Facilitator	1050				
Medicaid Business Researcher	900				
Medicaid Technical Writer	1200				
Medicaid Program Evaluator	900				
<b>Total</b>	<b>7,500</b>				

Two-biennia averaged aggregate amount: \_\_\_\_\_ (This number is used for vendor selection purposes ONLY.)

**Signed:** \_\_\_\_\_ I affirm that the above rates per hour as quoted are firm and all-inclusive (*to be signed by the vendor's representative authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent.*).

\_\_\_\_\_  
**Name / Title**

\_\_\_\_\_  
**Company / Organization Name / Date**