



REQUEST FOR PROPOSAL

RFP NUMBER: CSP900115
INDEX NUMBER: MCD002
UNSPSC CATEGORY: 80141513

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Medicaid (ODM) and the Ohio Department of Mental Health and Addiction Services (MHAS), is requesting Proposals for:

TITLE: QUALITY OF LIFE AND OUTCOMES INTERVIEWS OF PERSONS RECEIVING HOME AND COMMUNITY-BASED SERVICES AND SUPPORTS

OBJECTIVE: The objective is to obtain a qualified vendor to conduct interviews addressing quality of life and other outcomes for persons participating in three programs, HOME Choice, BIP and Recovery.

RFP ISSUED:	December 19, 2013
INQUIRY PERIOD BEGINS:	December 19, 2013
INQUIRY PERIOD ENDS:	January 20, 2014 at 8:00 AM
PROPOSAL DUE DATE:	January 27, 2014 by 1:00 PM

Offeror must submit both a "Technical Proposal" and a "Cost Proposal" as a part of its Proposal package. These are two separate components which shall be submitted in separate sealed envelopes/packages, clearly identified on the exterior as either "Technical Proposal" or "Cost Proposal" with the respective RFP Number and due date on each. Offeror must submit this signed cover page with its technical Proposal.

Submit Sealed Proposals to:

Department of Administrative Services
Office of Procurement Services
Attn: Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

Note: Please review the [Proposal Instructions](#) on our Web site.

Offeror Name and Address: _____ _____ _____ _____ E-Mail Address: _____ Phone Number: () _____ - _____, Ext. _____	Name/Title: _____ _____ Signature: _____ By submitting a response to this RFP, and signing above, Offeror acknowledges, understands and agrees to comply with the RFP requirements and confirms all the instructions and links have been read and understood.
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SUPPLEMENTS:

A.	Estimated Home Choice Enrollment Per State Fiscal Year
B.	Estimated Interviews Per Month
C.	MFP QoL State Representative Training Manual and MFP QoL Survey Draft (included in end of manual)
D.	MFP Baseline Training PowerPoint
E.	QoL Survey Electronic Manual
F.	ODM Data Sharing and Confidentiality Agreement
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RFP GLOSSARY OF TERMS

AA:	Affirmative Action
CMS:	Centers for Medicaid and Medicare Services
Contractor:	Vendor after Award
CSP:	Competitive Sealed Proposal
DAS:	Department of Administrative Services
EOD:	Equal Opportunity Division
FEI:	Federal Employer Identification
HOME Choice:	Helping Ohioans Move, Expanding Choice (Ohio's MFP transition program)
Interview:	Collection of data by an interviewer rather than through a self-administered questionnaire
Mandatory:	Must, Will, Shall
MFP:	Money Follows the Person
MHAS:	Mental Health and Addiction Services (Ohio Department)
MPR:	Mathematica Policy Research
OAC:	Ohio Administrative Code
OAKS:	Ohio Administrative Knowledge System (Ohio's Accounting System)
OBG:	Ohio Business Gateway
ODM:	Ohio Department of Medicaid
Offeror:	Vendor Submitting Proposal
OPS:	Office of Procurement Services
ORC:	Ohio Revised Code
QoL:	Quality of Life
Recovery:	Recovery Requires a Community
RFP:	Request for Proposal
SFY:	State Fiscal Year (July 1 through June 30)
SOS:	Secretary of State
Transition:	Moving from an institutional setting to a community residence
UNSPSC:	The United Nations Standard Products and Services Code

1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION

This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Department of Medicaid and the Ohio Department of Mental Health and Addiction Services (the Agencies), is soliciting competitive sealed proposals (Proposals) for Quality Of Life And Outcomes Interviews Of Persons Receiving Home And Community-based Services And Supports. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates on page one, for the various events in the submission process. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

1.2 CONTRACT PERIOD

Once awarded, the term of the Contract will be from the award date or July 1, 2014, whichever is later through June 30, 2016. The State may solely renew all or part of this Contract at the discretion of DAS for a period of one month and subject to the satisfactory performance of the Contractor and the needs of the Agency. Any other renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed three (3) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.

1.2.1 TRANSITION PERIOD

It is the State's intent to facilitate a successful transition from the existing contract to the new contract, and to equip and support the Contractor with the tools, technical assistance, training, etc., needed for successful contract implementation during the first six (6) months of the Contract. The Ohio Department of Medicaid will provide a variety of implementation, support, including but not limited to; orientation sessions for Contractor management and staff, expectations for transfer of current interview information, program overview and updates, interview training and tools, reporting guidelines, billing instructions, and program requirements and guidelines. The transition and implementation period will begin upon the Contract award, but prior to the expected purchase order date of July 1, 2014. To ensure a successful transition, it is crucial that the Contractor fully participates in the transition and training-related activities. In accepting the award of the Contract, the Contractor acknowledges that it will not expect reimbursement for its participation in the transition and training-related activities since such activities may occur prior to the purchase order date, and since the transition is not included within the Scope of Work and Specification of Deliverables. Beyond the initial implementation period, the Ohio Department of Medicaid staff will be available for as-needed to provide technical assistance and program guidance letters.

1.3 BACKGROUND

A. In January of 2007, Ohio was awarded funding for the MFP (Money Follows the Person) Demonstration Project enacted by Congress as part of the Federal Deficit Reduction Act of 2005. As part of the Affordable Care Act, MFP grant funding was extended until 2020. The transition component of the MFP Demonstration Project, which in Ohio is called HOME Choice, assists individuals moving from institutions to home and community-based settings. This allows individuals to receive services in settings that meet their needs and preferences while helping to balance Ohio's long term services and support systems. Under the grant terms and conditions for this initiative, each state must participate in an evaluation of the program which includes a series of three longitudinal Quality of Life (QoL) interviews with each program participant.

B. In July of 2013, state budget language was added to fund a collective set of initiatives, called Recovery Requires a Community (Recovery) to assist individuals under age 60 with a primary diagnosis related to mental illness move from institutional to the community settings. As part of the evaluation of the program, Ohio would like to monitor the quality of life of 600 participants (300 participating in Recovery and HOME Choice and 300 participating in Recovery alone).

1.4 SCOPE OF WORK

The Contractor for this project will be required to conduct interviews with individuals transitioning from institutions to home and community-based settings under the two projects: HOME Choice and Recovery. The following are minimum requirements for the Contractor:

- A. Training Requirements – The Contractor shall ensure that its key staff and interviewers complete training administered by the State or its designee prior to providing services. For HOME Choice and Recovery interviews using the MFP QoL questionnaire, the following topics will be covered in the State provided training or in the MFP QoL State Representative Training Manual (Supplement C) and MFP Baseline Training (Provided as Supplement D):
1. Overview of HOME Choice and Recovery;
 2. Discussion of the elements of successful training;
 3. Basic standardized interviewing techniques and refusal avoidance;
 4. Data collection modes and procedures;
 5. A question-by-question overview of the questionnaire;
 6. Familiarization with the electronic data collection tool (Supplement E);
 7. Respondent characteristics;
 8. Assisted and proxy interviewing;
 9. Data security and confidentiality; and
 10. Tracking and monitoring of contact attempts and response rates.
- B. Interview Implementation Requirements – In order to provide Ohio’s Medicaid program participants with assurance that the Contractor is Ohio Medicaid’s representative, the Contractor, prior to receipt of the program participant’s information, will sign the Ohio Department of Medicaid Data Sharing and Confidentiality Agreement (Supplement F). Upon receipt of this documentation, ODM will provide clearance for the Contractor representative to communicate with the program participant.
1. For HOME Choice and for Recovery, the selected vendor will be required to, at minimum;
 - a) Conduct the initial Baseline Interview approximately two (2) weeks prior to the individual’s transition to the community. The Baseline interview will occur while the individual is still residing in the institution. Baseline interviews will be conducted with all HOME Choice and Recovery participants aged 18 and over who apply for the program. On a weekly basis, names and contact information for HOME Choice participants and Recovery participants who are eligible for baseline interviews will be provided by ODM and MHAS, respectively.
 - b) Conduct the follow-up interviews at 11 months and at 24 months, post-transition for HOME Choice participants who completed the baseline interview and submit the completed interviews to ODM for review and approval in the ODM required format. Each month, ODM and MHAS staff will generate a list of participants for whom the 11-month interview will be due in the following month. The Contractor will use the 11-month interview file to conduct subsequent follow-up interviews unless otherwise instructed by the State.
 - c) For the 300 Recovery participants not enrolled in HOME Choice, conduct the follow-up interviews at 11 months, 24 months and 36 months post-transition. For the 300 Recovery participants who are also enrolled in HOME Choice, administer the follow-up interview at 36 months post-community transition. For each interview point, MHAS will provide the contact information for Recovery participants. MHAS will also provide the contact information of the 36 month post-transition interview of HOME Choice participants who are also participating in Recovery.
 - d) Document all contact attempts and interview completions. The Contractor will be required to make contact with the participant to arrange the interviews. The timing of the follow-up interviews will not depend on the participant’s place of residence or HOME Choice/Recovery program participation at the time the follow-up interview is scheduled. Participants who have returned to an institution and no longer reside in the community will be interviewed on the same schedule as those who remain in the community. However, if circumstances such as hospitalization, prevent the participant from being scheduled when due; the reason for delay shall be documented and the interview shall be conducted immediately upon participant availability.

Participants will *not be required* to complete the interview. However, the Contractor will be expected to complete interviews with a high proportion of participants. As a guideline, the State expects baseline interviews to be completed with over 95 percent of participants. First follow-ups (11 months post-transition) should be completed with at least 90 percent of those who complete the baseline. Subsequent follow-up interviews (24 months and 36 months post-transition) should be completed with at least 85 percent. While being sensitive to a resident’s physical and/or mental health needs, interviewers should approach participants with the attitude that the participant is expected to complete the interview, in order for the State to assess and monitor their well-being and for CMS to identify ways to better serve participants.

In the training materials, the Contractor will be provided with an introductory script, possible answers for common concerns, and motivational techniques for interviewers to use.

2. For both projects, the Contractor should attempt to conduct all interviews in person. However, if in-person interviewing is used in general, ODM may allow the use of telephone interviews for follow-up interviews of individuals living in remote areas. ODM will track the percentage of interviews completed by phone and may at its discretion set a maximum limit on the allowable percentage of total completed interviews via telephone. Two conditions must be met for ODM to authorize the limited use of telephone interviews: (1) The Contractor must agree to attempt to interview in person those who do not respond by telephone, and (2) the Contractor must provide a written description of their proposed procedures for collecting the data, including a description of whether the participant would receive an advance letter informing the beneficiary about the interview, who could conduct the telephone interviews, how the data will be converted to an electronic file for submission to CMS, and other details of the proposed data collection procedures. Mail and web-based surveys will not be allowed.
 3. The questionnaire is available in English, Spanish and Farsi. When five (5) percent or more of the eligible population use a common language other than English, a request for a translated questionnaire must be submitted to CMS via ODM. The Contractor may hire interviewers who speak these languages, or make arrangements to find family members who can assist with the interview, or use translation services.
 4. Finally, the QoL interview data can be collected either electronically on a laptop (using MPR software supplied via ODM) or by hand using hard copy. If hard copy is used, the Contractor shall enter the data into the ODM provided software in the format required for ODM's submission to CMS.
- C. Interview Reporting Requirements – Reporting is required for both projects. For HOME Choice, the Contractor will be required to submit completed interviews to ODM in the format specified by ODM for approval as complete. (Supplement G: MFP eTool Data File Output). Quarterly HOME Choice Interview data files containing all data not previously submitted must be securely submitted to ODM on the last day of the month following the end of the reporting quarter (e.g.; January through March interview data must be submitted by April 30th; April through June interview data must be submitted by July 31st; July through September data must be submitted by October 31st; and October through December data must be submitted by January 31st.) These files must be named as follows: **State.name.year.quarter**, where state is the full name of the State, and year and quarter are the year and calendar quarter during which the interviews included took place (for example, **ohio.0914.3** for Ohio's data for the (July to September period of 2014). Individual records will include a field indicating which interview the record represents: baseline, first, or subsequent follow-up. (See Supplement G for formatting of files and data fields). The Contractor shall also provide ODM with monthly reports on participant response rates, including the number of completed interviews, the mode of completion, individuals lost to follow, the number of proxy interviews completed, and reasons for incomplete interviews (See Supplement H: MFP Monthly Update Table and Supplement I: MFP Monthly Update Specifications. Formats for these reports will be provided to the Contractor after award. Files for recovery should follow the same reporting schedule and naming convention but be submitted to the MHAS.
- D. Administrative Requirements – The Contractor agrees to provide the following:
1. Following initial training by the State and within 15 days of contract award, the Contractor shall provide Contractor procedures to the State for both projects. The State shall review and approve procedures before the Contractor will initiate interviews. These procedures shall include at least the following components:
 - a) A description of methods for interview scheduling;
 - b) Notification of participant/guardian, including cultural sensitivity and sensitivity to persons with disabilities and the elderly;
 - c) A description of the interview process which includes when a telephone versus an in-person interview will be conducted, when proxy interviews will be used, and how the vendor will address non-response;
 - d) Data collection (hard copy versus electronic);
 - e) Data Security measures (including handling emergency evacuation, storage, and transportation of data);
 - f) Tracking of data to assure that Ohio meets response rate expectations set by the grant;
 - g) Sharing of data and transmittal of information to ODM or MHAS, as appropriate;
 - h) Interviewer training and technical assistance;
 - i) Confidentiality and participant protection; and
 - j) Interview quality assurance measures.

2. Interview attempt and response tracking shall include, at minimum:
 - a) Tracking of interview scheduling attempts (for baseline and follow-up interviews, including documentation of a maximum of 15 attempts to schedule, contact/scheduling methods, time period of attempts, and response (as applicable) to attempts (e.g. phone letter or letter);
 - b) Number and reason for proxy interviews;
 - c) Number of interviews and percentage successfully completed by interview type (baseline and each follow-up) and mode (telephone and in person);
 - d) Evidence that the participants received the following information prior to the interview:
 - i) An explanation of the purpose for interview;
 - ii) Confidentiality information; and,
 - iii) Maintaining interview confidentiality except when the interviewer suspects cases of abuse, neglect, misappropriation or serious health and welfare concerns.
 - e) Number of, and reason for, referrals to appropriate reporting entities, if applicable. The Contractor shall follow all State incident reporting procedures and track referrals made to the appropriate State agency upon noting possible abuse, neglect, misappropriation, and/or serious health and welfare concerns found during the interview process;
 - f) Evidence, when requested, that all interviewers have met background requirements as specified in 5164.34 of the Ohio Revised Code before conducting any interviews with participants and all interviewers understand confidentiality requirements; and
 - g) Assistance to be provided by case management entity in scheduling and/or in interview.
- E. Compliance Requirements – For HOME Choice and Recovery, the Contractor shall:
 1. Adhere to all General Terms and Conditions of the MFP Demonstration Grant (Supplement J) regarding the questionnaires and interviews;
 2. Adhere to performance metrics and monitoring to be specified by ODM and MHAS. Offerors must provide an affirmation in their Proposal that they will comply with this requirement; and,
 3. Comply with Ohio's incident reporting requirements in accordance with Ohio Administrative Code 173-39-02, 5160-45-05 and 5123:2-17-02, as applicable.

1.4.1 DELIVERABLES

The Contractor; upon successful completion of mandatory training, will be reimbursed (paid) per each individual Interview approved as complete by the designated Contract Manager/Point of Contact. Invoices for approved and completed interviews will be submitted on a quarterly basis. In the event that the interview is begun but not completed (e.g. all answers are not provided by the individual or the individual's representative), the interview will be considered complete if a predetermined number of designated questions, as approved by ODM, were answered by the interviewed individual or the individual's representative.

- A. For HOME Choice and Recovery, the contracted services shall include, but may not be limited to, the following:
 1. Successful completion of required formal training;
 2. Signing and submitting the Ohio Department of Medicaid Data Sharing and Confidentiality Agreement (Supplement F);
 3. Conducting approximately 2,500 interviews per year (includes baseline, 11 months post-transition, and 24 months post-transition) for HOME Choice;
 4. Conducting baseline and follow-up interviews for up to 300 Recovery participants not participating in HOME Choice, and submitting the completed interviews to the designated MHAS Contract Manager/Point of Contact for review and approval in the required format as determined by the State;
 5. Conducting an additional follow-up interview at 36 months post-transition for all 600 individuals participating in Recovery (regardless of past HOME Choice participation);
 6. Submission of electronic and original signed hard copy of interviews to the designated ODM/MHAS Contract Manager/Point of Contact. The following response rates are expected:
 - a) Baseline – 95 percent of those eligible for the baseline interview,
 - b) 11 month – 90 percent of those eligible for the 11-month interview,
 - c) 24 month – 85 percent of those eligible for the 24-month interview,
 - d) For Recovery participants, 85 percent of those eligible for the 36-month interview.
 7. For Home Choice only, delivery on a monthly basis, in an electronic format specified by ODM, a report of contact attempts and response rates for interviews completed during the billing periods and cumulatively. (Supplement H: MFP Monthly Update Table).
 8. For Home Choice only, delivery on a quarterly basis, in an electronic format specified by ODM, interview data for submission to CMS (Supplement G: MFP eTool Data File output);

1.4.2 QUALIFICATIONS

In order to be considered for a Contract, the State requires that interested Offerors must address all of the following minimum qualifications as well as organizational and staff experience and capabilities as described in this RFP.

- A. The Offeror must demonstrate at least three (3) years of experience, interviewing (in-person and via telephone), tracking and reporting contact and response rates, reporting results, and data storage and disposition. Offerors must submit a detailed written cover letter of the Offeror's experience during the past three (3) years which includes, but is not limited to, historical and current data regarding the vendor's size, organizational structure, and whether the Offeror is local, regional, or national organization;
- B. The Offeror must demonstrate at least three (3) years of experience working with individuals who are over age 60 and/or who have a disability.
- C. Offeror must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and curriculum vitae. The Offeror must, at a minimum:
 1. Identify by position and by name, those staff the Offeror considers to be key to the project's success and who will be assigned to the project;
 2. Identify and assign an individual as the Project Manager (PM) for the duration of this project. Offerors must provide documentation that the named Project Manager (PM):
 - a) Has met the qualifications established by the Project Management Institute (PMI) to be a certified project manager for the past three (3) years, including documentation of project management certification with the date when assigned PM achieved his or her PMI certification;
 - b) Has a graduate degree in statistics, public health, economics, political science, sociology, computer science or other quantitatively oriented discipline;
 - c) Has at least three (3) years of experience performing survey research; and
 - d) Has at least three (3) years of experience on projects of similar size and scope; and
 3. Identify and assign staff member(s) who will be responsible for training interviewers and who will complete formal training administered by ODM or its designee.

1.4.3 ORGANIZATIONAL EXPERIENCE AND CAPABILITIES

In order to be considered for the Contract, the State requires that Offerors:

- A. Provide documentation of their experience in the design, implementation and evaluation of similar types of projects; including descriptions of at least two (2), but no more than four (4), similar-sized projects completed in the past three (3) years that demonstrate expertise in interviewing, contact attempt and response rate tracking, and reporting;
- B. Demonstrate experience working with the Medicaid population, specifically experience working with elderly individuals and individuals with disabilities;
- C. Demonstrate understanding of HIPAA regulations as they relate to participants in the Ohio Medicaid program regarding record retention and destruction as well as having appropriate safeguards in place to assure the security and confidentiality of interviewees; and
- D. Provide names and contact information for at least three (3) entities, other than the Ohio Department of Medicaid (or its predecessors), for which the Offeror has performed similar scale projects for in the past three (3) years. The Offeror must provide the following information about each project as references:
 1. Company name and address;
 2. Contact person and email/phone number;
 3. Project name and time span;
 4. A detailed description of the scope of services provided that relate to the requirements of this RFP; and
 5. Any information regarding satisfaction or complaints regarding interviewers or the interviewing process.

1.4.4 HEALTH INSURANCE PORTABILITY & ACCESSIBILITY ACT (HIPAA) REQUIREMENTS

- A. As a condition of doing business with the State, the Contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and 45 C.F.R. Part 160 and 164 and to implement regulations at 45 C.F.R. Section 164.502 (e) and Section 164.504(e). Medicaid regulations 42 CRR 431.300, 431.302(e), 431.304, 431-305, 431.306, Medicaid security regulations, along with 45 CFR 164.308 relevant amendments affected by the American Recovery and Reinvestment Act of 2009 [Pub. L-111-5 SS13400 et seq.] 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 ODM 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 CFR164.501 and any amendments thereto. In the event of a material breach of Contractor obligations under this section, ODM may at its option terminate the Contract. The Contractor must also enter into a Data Sharing and Confidentiality Agreement with ODM in the format as identified in Supplement F. This Agreement will require the Contractor to acknowledge that it is a Business Associate of ODM and be bound by all applicable federal regulations in regards to confidentiality of information.

1.4.5 MANDATORY DISCLOSURE OF GOVERNMENTAL INVESTIGATIONS

Each proposal must indicate whether the Offeror 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 Offeror's performance of services similar to those described in this RFP. If any such instances are disclosed, Offeror 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 the Offeror by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify an Offeror from consideration, such governmental action and a review of the background details may result in a rejection of the Offeror's proposal at the sole discretion of the State.

The decision by the State on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the Offeror's performance of the Work, and the best interest of the State.

1.5 CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION

DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the state of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law.

Unless specifically requested by the State, an Offeror should not voluntarily provide to DAS any information that the Offeror claims as confidential, proprietary or trade secret and exempt from disclosure under the Ohio Revised Code or another provision of law. Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Confidential, proprietary or trade secret information should not be voluntarily included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

See linked [Instructions](#) for further detail.

1.6 REGISTRY OF OFFERORS

DAS will prepare a registry of Proposals containing the name and address of each Offeror. The registry will be on the Office of Procurement Services Web site and open for public inspection after the Proposals are received.

1.7 INSTRUCTIONS

Link to Web site for Instructions is available in Section 5.1.

1.8 REQUIRED REVIEW

Offerors shall carefully review the entire RFP and all the referenced Web links. Offerors shall promptly notify DAS through the inquiry process of any ambiguity, inconsistency, or error they discover. Notifications must be received by the deadline for receipt of questions in the inquiry process.

1.9 NUMBER OF PROPOSALS TO SUBMIT

Offeror must submit one (1) original, completed and signed in blue ink, and five (5) copies for a total of six (6) Proposal packages. The Offeror must also submit a complete copy of the Proposals on a CD in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate.

2.0 EVALUATION OF PROPOSALS

2.1 MANDATORY REQUIREMENTS

The following Table 1 contains items that are Mandatory Requirements for this RFP. Determining the Offeror's ability to meet the Mandatory Requirements is the first step of the DAS evaluation process. The Offeror's response must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 2 of the Offeror's Proposal in the "Offeror Required Information and Certification" section.

DAS will evaluate Tab 2 alone to determine whether the Proposal meets all Mandatory Requirements (accept/reject). If the information contained in Tab 2 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS from further consideration.

2.2 TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements
1. The Offeror must demonstrate at least three (3) years of experience in data collection via interviewing, contact attempt and response rate tracking, data storage, data reporting, and data disposition in Tab 2 of the Proposal.
2. The Offeror must submit a detailed written cover letter of the Offeror's experience during the last three (3) years which includes, but is not limited to, historical and current data regarding the organization's size, organizational structure, and whether the Offeror is local, regional, or a national organization, insert into Tab 2 of the Proposal.
3. The Offeror must assign a named Project Manager (PM) to the Project who meets the qualification standards established by the Project Management Institute (PMI) to be a certified project manager; and who has had at least three (3) years of experience on projects of similar size and scope. Offerors must supply documentation of project management certification and the date when assigned PM achieved his or her PMI certification, insert into Tab 2 of the Proposal.
4. Offeror must identify and assign staff members who will be responsible for training interviews and who will complete formal training administered by ODM or its designee. Provide these details in Tab 2 of the Proposal.
5. Offeror must demonstrate at least three (3) years of experience in working with individuals who are over age 60 and/or who have a disability. Provide these details in Tab 2 of the Proposal.

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP.

2.3 PROPOSAL EVALUATION CRITERIA If the Offeror provides sufficient information to DAS in its Proposal, demonstrating it meets the Mandatory Requirements; the Offeror's Proposal will be included in the next step of the evaluation process which involves the scoring of the Proposal Technical Requirements (Table 3), followed by the scoring of the Cost Proposals. In the Proposal evaluation step, DAS rates the Proposals based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown. Each Proposal passing the Mandatory Requirements will be evaluated by an evaluation committee made up of a representative(s) from DAS, Agency team members, and potentially a subject matter expert or an independent consultant.

2.4 TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	1300 Points
Proposed Cost	645 Points
Presentations, Interviews, Demonstrations (if applicable)	50 Points
Total	1995 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

2.5 TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0 to 5)	Extended Score
Offeror Profile (Company Profile)			
1. Company history, years of relevant experience	7		
2. Number of years in business, number of employees, number of employees who will be dedicated to this Work and financial stability	7		
3. Capacity to do the Work, based on expertise, experience and assigned staff as designated	8		
4. The Offeror has identified protocols in place that to protect the confidentiality, health and safety of the interviewees, including procedures for completion of BCII criminal background checks (at the expense of the Contractor) of all interviewers/key staff and appropriate confidentiality agreements required by the State.	10		
Offeror Prior Projects			
1. Offeror provides documentation of their experience in the design, implementation and evaluation of similar types of projects. Offeror must include description of at least two (2), but no more than four (4), similar-sized projects completed in the past three (3) years that clearly demonstrates expertise in survey research methods, contact attempt and response rate tracking, interviewing (telephone and in-person), and reporting.	12		
2. The Offeror must demonstrate experience working with elderly individuals and individuals with disabilities.	10		
3. The Offeror must demonstrate an understanding of HIPAA regulations as they relate to participants in the Ohio Medicaid program regarding record retention and destruction as well as having appropriate safeguards in place to assure the security and confidentiality of interviewees.	10		
4. The Offeror must provide in the proposal names and contact information as references for at least three (3) entities, other than the Ohio Department of Medicaid (ODM) or its predecessors, for which the Offeror has performed similar scale projects for in the past three (3) years. The Offeror must include the company name and address; contact person and phone number/email; project name and time span; and a detailed description of the scope of services provided as it relates to the requirements for this RFP.	10		
Staffing Plan (Personnel Profile)			
1. Offeror must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions require profiles, prior experience and curriculum vitae.	10		
2. Staff Qualifications; Offeror must identify by name and position, the staff considered to be the key personnel to the project's success.	10		
3. Staff Qualifications; Offeror must identify and assign an individual as the Project Manager (PM) for the duration of this project, and demonstrate that the PM possesses at a minimum, three (3) years of experience with social marketing and communications methods such as newsletters, public service announcements, community forums, etc.	12		
4. Formal Education; the Offeror must demonstrate that the PM possesses, at minimum, a graduate degree in statistics, public health, economics, political science, sociology, computer science, or other quantitatively oriented discipline, has met the qualification standards established by PMI to be a certified project manager for the previous three (3) years, and has had at least three (3) years of experience on projects of similar size and scope. And includes a resume or curriculum vitae for the assigned PM as well as any key staff expected to work on the project.	10		

2.5 TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion (Cont'd)	Weight	Rating (0 to 5)	Extended Score
Staffing Plan Cont'd (Personnel Profile)			
5. Identify and assign staff members who will be responsible for training interviewers and who will complete formal training administered by ODM or ODM's designee.	12		
6. Identify and assign staff member(s) who will be responsible for conducting the interviews (interviewer). Demonstrate that the interviewer(s) possess, at minimum, previous experience communicating and interacting with seniors and persons with mental and physical disabilities;	12		
Scope of Work (Work Plan) Interviewer Training, Implementation, Reporting, Administrative Requirements, and Compliance Requirements			
1. The Offeror has provided a plan to ensure that the Offeror's key staff attend and complete formal training and any additional training, as needed, administered by the state of Ohio or its designee prior to conducting interviews.	10		
2. The Offeror has provided a plan for contacting participants, arranging for interviews and conducting interviews at: 1) two weeks prior to transition (baseline) 2) 11 months post transition, 3) 24 months post discharge (for participants in HOME Choice only); and 4) at 36 months post discharge (for Recovery participants).	10		
3. The Offeror has agreed to enter into a Data Sharing and Confidentiality Agreement with ODM (Supplement F). This Agreement will require the Contractor to acknowledge that it is a Business Associate of ODM and will be bound by all applicable federal regulations in regards to confidentiality of information.	10		
4. The Offeror has provided a plan to submit completed interviews to the Agency in the format as specified by the Agency. The completed interviews are the Property of the state of Ohio.	10		
5. The Offeror has provided an affirmation that if awarded the resulting Contract they shall adhere to all the Terms and Conditions of the State, the MFP Demonstration Grant and the Recovery Evaluation regarding the interviews.	10		
6. The Offeror has provided an affirmation that if awarded the resulting contract they shall adhere to performance metrics and monitoring to be specified by the Agency.	10		
7. The Offeror has provided an affirmation that if awarded the resulting Contract they shall comply with Ohio's Incident Reporting Requirements.	10		
8. The Offeror has provided proposed data collection procedures for both programs (HOME Choice and Recovery). Any proposed changes after award must be submitted to ODM for review and approval before implementation.	10		
9. The Offeror demonstrates understanding of Project, Ohio Medicaid and HIPAA regulations as they relate to participants in the Ohio Medicaid program.	10		
10. The Offeror can commit that Work will commence within seven (7) days of Contract award. Agrees to the timeline as indicated in the RFP for the Scope of Work (training, interviews, storage, tracking, reporting).	10		
11. The Offeror has provided a plan to submit quarterly files containing interview data to the Agency Contract Manager, in the format requested by the Agency for all interviews completed during the month.	10		
12. The Offeror has provided a plan to submit monthly contact, response rate, and data completion summary to the Agency Contract Manager in the format requested by the agency for all interviews completed during the month. (Supplement H).	10		

Total Technical Score: _____

- 2.6 **PRESENTATIONS AND INTERVIEWS** DAS may require top Offerors to be interviewed. Such interviews will provide an Offeror with an opportunity to present its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS and the Agency an opportunity to test or probe the professionalism, qualifications, skills and working knowledge of the proposed candidates. The interviews will be scheduled at the convenience and discretion of DAS and the Agency. DAS or the Agency may record any presentations and interviews. The one (1) to three (3) highest scoring Offerors; but no more than the top three (3) may be required to participate. Interviews will be scheduled during the week of XXX XX, XXXX to be held in Columbus, Ohio at the Offeror's expense, if applicable.

Presentations, Interviews, Demonstrations (Optional)	Weight	Rating (0 to 5)	Extended Score
1. Oral Presentation	10		

Total Presentation Score: _____

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after the conclusion of any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

- 2.7 **COST PROPOSAL POINTS** DAS will use the information Offeror gives on the Cost Summary Form to calculate Cost Proposal Points. DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total Not to Exceed Cost identified in the Cost Summary section of Offeror's Proposal. In this method, the lowest cost proposed will receive the maximum allowable points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted Cost Proposal given the maximum number of points possible for this criterion. Other acceptable Cost Proposals will be scored as the ratio of the lowest Cost Proposal to the Proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

- 2.8 **FINAL STAGES OF EVALUATION** The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.

- 2.9 **REJECTION OF PROPOSALS** DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in the interest of the State to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or by other means.

3.0 COST SUMMARY

3.1 SUBMISSION The Cost Summary shall be submitted with the Proposal (under separate cover labeled as the Cost Proposal). All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for Proposals. No price change shall be effective without prior written consent from DAS, Office of Procurement Services.

The Offeror's total cost for the entire Work must be represented as the firm, fixed price. All costs for furnishing the services must be included in the Cost Proposal.

3.2 THE OFFEROR'S FEE STRUCTURE The Contractor will be paid as proposed on the Cost Summary after the Agency approves the receipt of product(s)/services and continued completion of all deliverables. All costs must be in U.S. Dollars.

3.3 REIMBURSABLE EXPENSES None; there will be no additional reimbursement for travel or other related expenses. The State will not be responsible for any costs not identified.

3.4 BILL TO ADDRESS(ES)

HOME Choice	Recovery
The Ohio Department of Medicaid Bureau of Long-Term Services & Supports PO Box 182709 50 W. Town Street, 5th Floor Columbus, OH 43218	The Ohio Department of Mental Health & Addiction Services 30 E. Broad Street 11th Floor Columbus, OH 43215

3.5 Offerors are to propose their firm, fixed, all-inclusive rate per completed interview for each SFY (State Fiscal Year); i.e. SFY15, SFY16, SFY17. The Contractor will be compensated on a quarterly basis in arrears at their proposed and accepted rate (per respective SFY) which **shall not exceed \$140.00 per completed interview**. Offerors who submit cost proposals which exceed the maximum \$140.00 interview rate for any of the SFY's shall be disqualified from further consideration of any resulting contract. The proposed rates shall represent the entire cost the Offeror proposes for the full and successful completion of all deliverables for that respective SFY.

Offerors are to use their business expertise in pricing the Work described in the RFP, taking into consideration any intervening steps or activities that must be performed in order to complete the Work, and offer the rates accordingly, even if ODM does not explicitly identify those intervening costs in this RFP. No separate travel expenses or any other type of expenses will be paid under the Contract as a result of this RFP.

TITLE: QUALITY OF LIFE AND OUTCOMES INTERVIEWS FOR PERSONS RECEIVING HOME AND COMMUNITY-BASED SERVICES AND SUPPORT

CSP900115

UNSPSC CATEGORY CODE: 80141513

BUDGET: Not to Exceed, \$140.00 per completed and accepted interview per SFY

OFFEROR: _____

Description	SFY15 Cost	SFY16 Cost	SFY17 Cost	*Average Rate SFY15+16+17 ÷ by 3
Per completed and accepted Interview. (Not to Exceed \$140.00 each)	\$	\$	\$	

*The Offeror's average rate shall only be used to determine the final cost-per-quality-of-life interview points and will not be the rate to be compensated; the Contractor will be compensated at the proposed and accepted rate per each SFY. The quoted rate per SFY is firm for the duration of the proposed Contract period. All costs must be in U.S. Dollars.

All Offerors who seek to be considered for a contract award must submit the above information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as "Cost Proposal" with the RFP Number and due date.

4.0 AWARD OF THE CONTRACT

4.1 CONTRACT AWARD DAS intends to award the Contract based on the schedule in the RFP, if DAS decides the Work is in the best interests of the State and has not changed the award date.

DAS expects the Contractor to commence the Work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the Work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror's Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

4.2 CONTRACT If this RFP results in a Contract award, the Contract will consist of this RFP including the Terms and Conditions, all forms, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and amendments issued under the Contract. The general terms and conditions for the Contract are contained in the following link:

<https://procure.ohio.gov/Zip/5.3%20Terms%20and%20Conditions.pdf>

If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract Signature Page, Form 5.2.2
2. The RFP, as amended, including the Terms and Conditions;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order. EO2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

5.0 LINKS

To be applicable to all Proposals and subsequent award(s), including sections named below:

5.1 Instructions

- 5.1.1 Proposal Instructions
- 5.1.2 Evaluation of Proposals
- 5.1.3 Proposal Format & Documentation Required

5.2 Forms

- 5.2.1 Offeror Required Information
- 5.2.2 Contract Signature Page
- 5.2.3 Offeror Profile
- 5.2.4 Offeror Prior Projects
- 5.2.5 Offeror's Candidate References
- 5.2.6 Offeror's Candidate Education, Training, Experience
- 5.2.7 Offeror Performance Form
- 5.2.8 Contractor/Subcontractor Affirmation and Disclosure

5.3 Terms and Conditions

- 5.3.1 Performance and Payment
- 5.3.2 Work and Contract Administration
- 5.3.3 Ownership & Handling of Intellectual Property & Confidential Information
- 5.3.4 Representations, Warranties and Liabilities
- 5.3.5 Acceptance and Maintenance
- 5.3.6 Construction
- 5.3.7 Law & Courts

5.4 Additional Resources

EOD Reporting	http://eodreporting.oit.ohio.gov/searchAffirmative Action.aspx
Office of Budget and Management	http://obm.ohio.gov/LandingPages/Vendor/default.aspx
Office of Procurement Services	http://procure.ohio.gov/proc/index.asp
Ohio Shared Services	http://www.ohiosharedservices.ohio.gov/Home.aspx
Ohio Business Gateway	http://business.ohio.gov/efiling/
Ohio Secretary of State	http://www.sos.state.oh.us/SOS/Businesses.aspx

All links are subject to change in accordance with state of Ohio laws, Ohio Revised Code, Ohio Administrative Code, Executive Orders or any other updates issued by the state of Ohio, Department of Administrative Services, and the Office of Procurement Services. It is the Offeror's responsibility to read and be aware of any changes, corrections, updates or deletions to any information included in the link(s) above.

6.0 Guide for Proposal Submission.

This guide outlines steps for submission of a Proposal in response to the advertised Request for Proposal. This guide does not contain the complete instructions for preparing and submitting a Proposal and anything stated herein shall not be considered a term or condition of the Contract. The complete instructions can be found in section 5.1.1, Proposal Instructions.

- 6.1 _____ Read the entire document, including all Web site links. Note critical items such as: Mandatory Requirements; goods or services required, submittal date and time; number of copies to submit; contract requirements; reporting requirements; minimum qualifications; read and understand the terms and conditions.
- 6.2 _____ Take advantage of the “question and answer” period specified in the schedule of events. Questions must be submitted on-line in the Inquiry Process as explained in the Instructions. See section 5.1.1, Proposal Instructions.
- 6.3 _____ Follow the format required in the RFP Instructions when preparing the response in chronological order. Provide point-by-point responses to all sections in a clear and concise manner. See section 5.1.3, Proposal Format & Documentation Required.
- 6.4 _____ Use the forms provided; i.e. Signed RFP Cover Page, Offeror Required Information, Contract Signature Page, Offeror Profile and Prior Projects, Key Personnel forms, Disclosure Form, and Cost Summary Form, See section 5.2, Forms.
- 6.5 _____ Provide complete answers/descriptions. Do not assume the State or any evaluation committee member will know what the Offeror’s capabilities are or what items/services the Offeror can provide, even if previously contracted with the State. The Proposals are evaluated based solely on the information and materials provided in the Offeror’s response.
- 6.6 _____ Check the State’s Web site for RFP addenda. It is the responsibility of the Offeror to be aware of additional information posted on the Web.
- 6.7 _____ The following documents may be submitted with the Proposal or within five (5) business days of request from the Office of Procurement Services: Affirmative Action and proof of insurance. No award will be made without this documentation. Offeror’s Proposal may be eliminated from further consideration upon failure to submit within the specified time frame
- 6.8 _____ If not a current vendor of the state of Ohio, the Offeror will download both the W-9 and Vendor Information Form and submit to Ohio Shared Services (OSS) at vendor@ohio.gov. See section 5.4, Additional Resources.
- 6.9 _____ Review and read the RFP Document again to make sure that you have addressed all requirements. Read and understand Supplements, if applicable. Offeror’s original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and used to score the response.
- 6.10 _____ Offeror’s response must be submitted on time. Late Proposals are never accepted. Make sure the response is labeled on the exterior of the envelope/package with the RFP# and due date, and whether the packet is for the Technical Proposal or the Cost Proposal. Do not place the Cost Proposal in the Technical Proposal.

SUPPLEMENT A

ESTIMATED HOME CHOICE ENROLLMENT PER STATE FISCAL YEAR*

State Fiscal Year	Estimated SFY Total
2015	1,350
2016	1,425
2017	1,475
<i>Total</i>	<i>4,250</i>

* Subject to change (Note: not all individuals who receive a baseline interview will enroll in HOME Choice)

SUPPLEMENT B

*ESTIMATED INTERVIEWS PER MONTH

Project	SFY 15	SFY 16	SFY 18	SFY 19
HOME Choice	150	151	151	151
Recovery	25	18	35	31
Total	175	169	186	182

*Subject to change based on enrollment and response rates

SUPPLEMENT C

MFP QoL SURVEY ELECTRONIC MANUAL AND MFP QoL SURVEY DRAFT

https://procure.ohio.gov/pdf/CSP900115_Supplement%20C.pdf

SUPPLEMENT D

MFP BASELINE TRAINING (POWERPOINT)

https://procure.ohio.gov/pdf/CSP900115_Supplement%20D.ppt

SUPPLEMENT E

QoL SURVEY ELECTRONIC MANUAL (eTOOL MANUAL)

https://procure.ohio.gov/pdf/CSP900115_Supplement%20E.pdf

SUPPLEMENT F

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

D-1415-00-0000

This Agreement is entered into by and between the Ohio Department of Medicaid (ODM) and **Contractor name** (**Vendor name**).

ARTICLE I - PURPOSE AND LEGAL AUTHORITY

This Agreement is entered into by ODM and **Contractor name** for the purpose of **INSERT**.

The authority to release this data is Title 42 of the Code of Federal Regulations (CFR), Sections 431.300, 431.302, 431.305, 431.306, 431.308, 435.945, and 45 CFR 164.502(e) and 164.504.

The Agreement Manager for ODM is **ODM Agreement Manager**.

ARTICLE II – DESCRIPTION OF RECORDS OR DATA TO BE PROVIDED

INSERT

ARTICLE III - CONFIDENTIALITY OF INFORMATION

- A. **Contractor name** agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. **Contractor name** specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:
1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
 2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502 (e) and 164.504 (e);
 3. Ohio Revised Code, ORC 173.20, 173.22, 2305.24, 2305.251, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5101.572, 5112.21, and 5111.61; and
 4. Corresponding Ohio Administrative Code rules.
- B. **Contractor name** agrees that any data made available to **Contractor name** by ODM shall be returned to ODM not later than 90 calendar days following termination of this Agreement and shall certify that no copies of source data were retained by **Contractor name**, except as directed pursuant to ARTICLE XI, Section B, Paragraph 9.
- C. **Contractor name** shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Agreement.
- D. **Contractor name** agrees that access to the records and data provided by ODM and described in ARTICLE II will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. **Contractor name** agrees to provide the ODM Agreement Manager with a complete listing of any and all persons who shall have access to the above referenced records and/or data.
- E. **Contractor name** agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. No records will be accessed, tested, maintained, backed up or stored outside of the United States.

- F. **Contractor name** shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with **Contractor name** incorporating these assurances.
- G. **Contractor name** shall not disclose any of the above referenced information to any third party without the specific written authorization of the Director of ODM.
- H. **Contractor name** shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government.
- I. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. **Contractor name** shall retain this encryption while the data is in a portable format (e.g. tape, laptop, flash/USB drive).
- J. The terms of this Article shall be included in all subcontracts executed by **Contractor name** for any and all Work under this Agreement.

ARTICLE IV - TIME OF PERFORMANCE

- A. Upon approval by the Director of ODM, this Agreement shall be in effect from _____ until _____, unless this Agreement is suspended or terminated pursuant to ARTICLE VI prior to the termination date. **This Agreement may be renewed upon satisfactory performance by Contractor name, continued statutory authority for disclosure of data, and at the sole discretion of ODM.**
- B. The Confidentiality provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE V - COST OF DATA PREPARATION

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

ARTICLE VI - SUSPENSION AND TERMINATION

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

ARTICLE VII - BREACH OR DEFAULT

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

ARTICLE VIII - AMENDMENTS

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

ARTICLE IX - INDEPENDENT CONTRACTOR

Contractor name agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. **Contractor name** also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with Workers Compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor name** 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. **Contractor name** certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Contractor name** becomes disqualified from conducting business in Ohio, for whatever reason, **Contractor name** must immediately notify ODM of the disqualification and will immediately cease performance of its obligations hereunder.

ARTICLE X - LIMITATION OF LIABILITY

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

ARTICLE XI - BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict); the definitions found in federal law will prevail.
1. 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 under 45 CFR 160.103.
 3. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
 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 45 CFR 164.501 and any amendments thereto.

- B. **Contractor name** acknowledges that ODM is a Covered Entity under HIPAA. **Contractor name** further acknowledges that it is a Business Associate of ODM, and, in carrying out the Work described in this Agreement, **Contractor name** agrees to comply with all of the following provisions:
1. Permitted Uses and Disclosures: **Contractor name** will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
 2. Safeguards: **Contractor name** will 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 ODM against use or disclosure not provided for by this Agreement.
 3. Reporting of Disclosures: **Contractor name** will promptly report to ODM any knowledge of uses or disclosures of PHI that are not in accordance with this Agreement or applicable law. In addition, **Contractor name** will mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.
 4. Agents and Subcontractors: **Contractor name** will ensure that all its agents and subcontractors that receive PHI from or on behalf of **Contractor name** and/or ODM agree to the same restrictions and conditions that apply to **Contractor name** with respect to the use or disclosure of PHI.
 5. Accessibility of Information: **Contractor name** will make available to ODM such information as ODM 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 name** will make PHI available to ODM so that ODM may fulfill its obligations pursuant to HIPAA to amend the information. As directed by ODM, **Contractor name** will also incorporate any amendments into the information held by **Contractor name**, and will ensure incorporation of any such amendments into information held by **Contractor name's** agents or subcontractors.
 7. Disclosure: **Contractor name** will make available to ODM and to the Secretary of the United States Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received by **Contractor name** on behalf of ODM. The access is for determining ODM's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto.
 8. Material Breach: In the event of material breach of **Contractor name's** obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
 9. Return or Destruction of Information: Upon termination of this Agreement and at the request of ODM, **Contractor name** will return to ODM or destroy all PHI in **Contractor name's** possession stemming from this Agreement, and will not keep copies of the PHI except as requested by ODM or required by law. If **Contractor name**, its agent(s), or subcontractor(s) destroy any PHI, then **Contractor name** will provide to ODM documentation evidencing such destruction. Any PHI retained by **Contractor name** will continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.
 10. American Recovery and Reinvestment Act of 2009: **Contractor name** agrees to comply with the terms of Subtitle D of Title XIII of the American Recovery and Reinvestment Act of 2009.
 11. These provisions shall survive the termination of this Agreement.

ARTICLE XII - CONSTRUCTION

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

SIGNATURE PAGE FOLLOWS

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

D-1415-00-0000

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

Vendor Name

OHIO DEPARTMENT OF MEDICAID

Signature (Blue Ink Please)

John B. McCarthy, Director

Date

Date

Address

Address

City, Zip, State

City, State, Zip

SUPPLEMENT G

MFP eTOOL DATA FILE OUTPUT (EXCEL FILE & APPENDIX WITH CODE KEY)

https://procure.ohio.gov/pdf/CSP900115_Supplement%20G.xls

SUPPLEMENT H

MFP MONTHLY UPDATE TABLE

https://procure.ohio.gov/pdf/CSP900115_Supplement%20H.doc

SUPPLEMENT I

MFP MONTHLY UPDATE SPECIFICATIONS

https://procure.ohio.gov/pdf/CSP900115_Supplement%20I.pdf

SUPPLEMENT J

MONEY FOLLOWS THE PERSON REBALANCING DEMONSTRATION TERMS AND CONDITIONS

https://procure.ohio.gov/pdf/CSP900115_Supplement%20J.pdf

SUPPLEMENT K

INCIDENT REPORTING GUIDELINES

The Quality of Life Interview is conducted at three points in time:

1. While the individual is still residing in an institutional setting and is not yet enrolled in HOME Choice (baseline)
2. In the community while enrolled in HOME Choice (11 months post transition)
3. After HOME Choice participation has ended (24 months post transition)

Each requires a different incident reporting process.

1. **Incidents Discovered at Baseline while Individual is Still Residing in an Institution** should be reported to one of the twelve Regional Long-term Care Ombudsmen Programs. Please visit <http://aging.ohio.gov/services/ombudsman/regional.aspx> for more information.

- **Region 1 - Cincinnati Area**

Serving Butler, Clermont, Clinton, Hamilton & Warren counties
Mary Day, Managing Ombudsman, Pro-Seniors LTCOP
7162 Reading Road, Suite 1150
Cincinnati, OH 45237
1-800-488-6070
www.proseniors.org

- **Region 2 - Dayton Area**

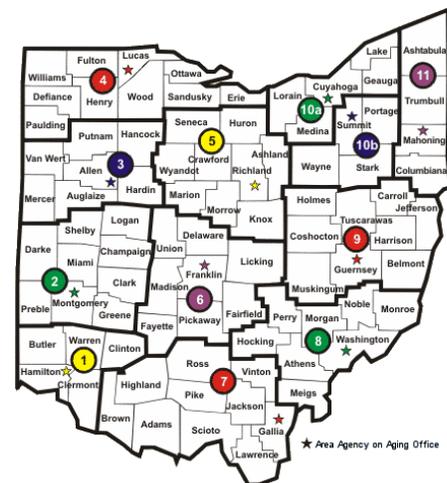
Serving Champaign, Clark, Darke, Greene, Logan, Miami, Montgomery, Preble & Shelby counties
Monica Wynn
11 W. Monument, Suite 606
Dayton, OH 45402
1-800-395-8267
www.dayton-ombudsman.org

- **Region 3 - Lima Area**

Serving Allen, Auglaize, Hancock, Hardin, Mercer, Putnam & Van Wert counties
Marianne Bradshaw
200 E. High Street, 2nd floor
Lima, OH 45801
1-800-653-7778

- **Region 4 - Toledo Area**

Serving Defiance, Erie, Fulton, Henry, Lucas, Ottawa, Paulding, Sandusky, Williams & Wood counties
Stacey Premo, Advocates for Basic Legal Equality
525 Jefferson Avenue, Ste 300
Toledo, OH 43604
1-800-542-1874



- **Region 5 - Mansfield Area**

Serving Ashland, Crawford, Huron, Knox, Marion, Morrow, Richland, Seneca & Wyandot counties

Bev Tatro

2131 Park Ave. West

Mansfield, OH 44906

1-800-860-5799

www.aaa5ohio.org/services

- **Region 6 - Columbus Area**

Serving Delaware, Fairfield, Franklin, Fayette, Licking, Madison, Pickaway & Union counties

Rebecca Cooper

3820 Trueman Court

Hilliard, OH 43026

1-800-536-5891

www.centralohio.easterseals.com

- **Region 7 - Portsmouth Area**

Serving Adams, Brown, Gallia, Highland, Jackson, Lawrence, Pike, Ross, Scioto & Vinton counties

Kaye Mason-Inoshita

8058 Ohio River Rd.

Wheelersburg, OH 45694

1-800-582-7277

www.aaa7.org/site/448/long_term_care_ombudsman_program.aspx

- **Region 8 - Marietta Area**

Serving Athens, Hocking, Meigs, Monroe, Morgan, Noble, Perry & Washington counties

Kimberly Flanigan, Area Agency on Aging

P.O. Box 370

Reno, OH 45773

1-800-331-2644

- **Region 9 - Cambridge Area**

Serving Belmont, Carroll, Coshocton, Guernsey, Harrison, Holmes, Jefferson, Muskingum & Tuscarawas counties

Sam McCoy

821 Anola Ave., Suite D

Dover, OH 44622

1-800-967-0615

- **Region 10a - Cleveland Area**

Serving Cuyahoga, Geauga, Lake, Lorain & Medina counties
David Simpson, LTCOP
2800 Euclid Ave., Suite 200
Cleveland, OH 44115
1-800-365-3112
www.ltco.org

- **Region 10b - Akron Area**

Serving Portage, Stark, Summit & Wayne counties
Sam McCoy, LTCOP
1550 Corporate Woods Pkwy.
Uniontown, OH 44685
1-800-421-7277

- **Region 11 - Youngstown Area**

Serving Ashtabula, Trumbull, Columbiana & Mahoning counties
John Saulitis
5555 Youngstown Warren, Suite 2685
Niles, OH 44446
1-800-686-7367
<http://www.aaa11.org/HomeTopNav/Ombudsman.aspx>

2. If an incident is discovered during the 11 month interview, report to the HOME Choice Operations Unit. Further instructions will be provided during training.
3. **If an incident is discovered during the 24 month interview**, the incident should be reported to the appropriate authority:

Adult Protective Services
Child Protective Services
Local Law Enforcement Entities
Regional Long-term Care Ombudsmen Program (if the individual has been re-institutionalized)
County Board of Developmental Disabilities (<https://doddportal.dodd.ohio.gov/reportabuse/Pages/default.aspx>)
County Board of Mental Health

If re-institutionalized at 24 months post-transition, report incidents to:
The Ohio Department of Health, and
Long-term Care Ombudsmen