

Ohio | Department of Medicaid

John R. Kasich, Governor
John B. McCarthy, Director

December 31, 2014

Dear Vendor:

This letter is to announce the release of the Ohio Department of Medicaid's (ODM) Request for Proposals (RFP), ODM-1516-9003, for the purpose of obtaining a vendor to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple Medicaid healthcare business initiatives and work activities that ODM will undertake throughout the contract period. ODM is seeking vendors who are experienced in performing in-depth program research, financial analysis and modeling, waiver construction, regulatory analysis, federal and stakeholder negotiation, and program development and modeling. Professional agility, a dedication to high-quality services and best practices, and value-based solutions to improve health outcomes and control costs are all necessary to ensure success of Ohio Medicaid's transformation initiatives. Demonstration of this kind of specialty health care business and consultative expertise to support ODM work activities will be critical in the vendor selection process.

This RFP describes the types of services required under the contract. Using the included cost proposal, each vendor must use its expertise to assess the level of effort each would require, and offer its firm rates or prices accordingly.

If you are interested in submitting a bid for this important project, please obtain the RFP through ODM's Web Page at: www.medicaid.ohio.gov, and follow these instructions:

- * Under the Resources tab
- * Go Down to Legal and Contracts
- * Select RFPs in the drop-down menu
- * Click the Link to the actual RFP

If you experience problems opening the above referenced ODM URL, please contact the ODM Office of Contracts and Procurement at the following telephone number: (614) 728-8034.

Again, 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)

Jessica Gaston Mathews
Deputy Director
Office of Contracts and Procurement

50 W. Town Street, Suite 400
Columbus, Ohio 43215

An Equal Opportunity Employer and Service Provider

Program and Financial Modeling Resources

RFP Number ODM-1516-9003

The Ohio Department of Medicaid

Program and Financial Modeling Resources

RFP ODM-1516-9003

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OHIO DEPARTMENT OF MEDICAID REQUEST FOR PROPOSALS (RFP):
Program and Financial Modeling Resources
RFP Number ODM-1516-9003

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Medicaid (ODM) releases this Request for Proposals (RFP) for the purpose of obtaining a vendor to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple Medicaid healthcare business initiatives and work activities that ODM will undertake throughout the contract period. ODM is seeking vendors who are experienced in performing in-depth program research, financial analysis and modeling, waiver construction, regulatory analysis, federal and stakeholder negotiation, and program development and modeling. Professional agility, a dedication to high-quality services and best practices, and value-based solutions to improve health outcomes and control costs are all necessary to ensure success of Ohio Medicaid's transformation initiatives. Demonstration of this kind of specialty health care business and consultative expertise to support ODM work activities will be critical in the vendor selection process.

For the purpose of this RFP, the term "vendor" shall be defined as a business firm interested in this opportunity. The terms "bid" and "proposal" may be used interchangeably to indicate materials submitted to ODM by a vendor in order to be considered for award of a contract for services described in this RFP. The terms "contractor" and "selected vendor" may be used interchangeably in reference to a vendor selected by ODM through this RFP for contract award.

1.2 Background

Medicaid is the nation's major public health insurance program providing health care and long-term care services to more than 66 million people, including children, low income individuals and families, the elderly and persons with disabilities. The federal and state governments jointly finance Medicaid, while states administer the program within broad federal guidelines.

In Ohio, ODM 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 the State Children's Health Insurance Program (SCHIP) authorized under Title XXI of the Social Security Act. SCHIP is implemented in Ohio as a Medicaid expansion program. ODM is committed to providing accessible and cost effective health care coverage for Ohioans by promoting personal responsibility and choice through transformative and coordinated quality care.

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 five other sister state agencies while ODM provides oversight and financing. These agencies are: the Ohio Department of Aging (ODA), the Ohio Department of Mental Health and Addiction Services (ODMHAS), the Ohio Department of Education (ODE), the Ohio Department of Health (ODH), and the Ohio Department of Developmental Disabilities (ODODD).

With 2.7 million enrollees in June 2014, Ohio's Medicaid program is the sixth largest Medicaid program in the nation in terms of enrollment. In June 2014 enrolled individuals included:

- 1.2 million children (ages 0 to 17)
- 50.4% of all Ohio children under age five
- 450,000 low income parents and expectant mothers
- 171,000 senior citizens
- 86,000 Ohioans in home and community based waiver programs

State and federal Medicaid and SCHIP program expenditures in state fiscal year (SFY) 2014 were \$12.9 billion, or about 45% of all state spending. These expenditures are projected to grow to \$14.9 billion in SFY 2015. The federal government's share of Medicaid (represented by the Federal Medical Assistance Percentage) in Ohio was 63% in FFY 14. Combining state and federal shares, \$22.5 billion was appropriated for Medicaid in Ohio for SFY 2015, a 5.83% increase over SFY 2014.

Ohio Medicaid serves approximately 2.7 million Ohioans each month. Two primary groups make up Ohio's Medicaid population: 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 1.7 million individuals (63% of enrollment) on Medicaid per month. The ABD Medicaid population is significantly smaller at over 410,000 people (15.1% of enrollment); however, these are enrollees with the most costly health care needs.

On an average monthly basis, over 210,000 individuals receive health care services from both Medicare and Medicaid. These individuals are called dual eligibles because they are eligible for both programs simultaneously. Medicaid pays for some expensive services that Medicare does not cover. Over 120,000 Ohioans receive Medicare premium assistance through the Medicaid program and over 38,000 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 an individual may have and still qualify for coverage. ODM contracts with Ohio's 88 county departments of job and family services (CDJFS) to perform certain Medicaid related functions, including eligibility determination and enrollment. The eligibility determination system, CRIS-E, more than 30 years old, is currently being updated to a new Integrated Eligibility (IE) system, called Ohio Benefits. This system will allow for more consistent eligibility determinations across the state.

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, 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 special 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 provide services to certain eligible people - in this case 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 2014, Home and Community Based waiver programs served an average of 85,000 individuals each month.

Ohio Medicaid can be characterized as having two major program 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 and requirements to participate, such as being licensed or certified, and must enter into a provider agreement to serve Medicaid enrollees. Medicaid recipients in the FFS delivery system are generally free to seek care from any eligible Medicaid service 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 and 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) as of July 1, 2005. In all 88 Ohio counties, Covered Families and Children (CFC) members must receive their health care services through a full-risk managed care delivery system. At the start of SFY 2014, 2.3 million Ohioans received health care coverage through the Medicaid program, of which, roughly 1.7 million individuals were insured through a managed care program. Among the 1.7 million managed care beneficiaries, almost 170,000 were eligible as Aged, Blind or Disabled (ABD) adults, while the remaining 1.5 million individuals were included as part of the CFC eligibility category. “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 ODM.

ODM contracts with MCPs, which are licensed by the Ohio Department of Insurance (ODI) and which meet all ODM requirements for contracting. MCPs serving the CFC population are paid prospectively on a per member, per month, capitated basis. ABD MCPs receive risk adjusted reimbursement for each enrolled member. The MCPs assume the risk for all medical benefits and must also provide a number of additional services, such as providing or arranging for access to medically necessary health services for their members, providing member services and 24-hour nurse advice lines, targeted care management, and care coordination. The goals of care management are improved health outcomes, functional status, and quality of life; increased consumer satisfaction; cost savings; appropriate utilization of services; and increased patient engagement.

The managed care full risk program has consistently developed and today there are a total of three managed care regions and all five health plans are available statewide. The implementation and expansion of managed care statewide in Ohio has provided an increased focus on quality of care and improved health outcomes. The total expenditures to the MCPs in SFY 2014 amounted to \$7.46 billion. Of this, \$4.86 billion was for CFC and \$2.58 billion was for the ABD eligibility category.

Like many states, Ohio continues to struggle with balancing growing demands for entitlement programs and spending. Medicaid alone now accounts for 36 percent of the total state operating budget and in 2013 this spending was equal to four percent of Ohio’s total 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 2011, included several Medicaid initiatives with the goal of transformational change – *aiming higher to achieve better health, better care, and cost savings through improvement*. These initiatives were shaped by the following guiding principles:

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;
- **Transparent:** 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.

The next significant step in transforming Ohio Medicaid was the creation of Ohio's first stand-alone state Medicaid agency and formalizing the state Medicaid Director as a full member of the Governor's cabinet. The new Medicaid agency was created on July 1, 2013 when House Bill 59 (Amstutz, 130th General Assembly) became effective.

Further transformation of Ohio Medicaid occurred in SFY 2014 when Ohio expanded Medicaid eligibility to cover certain individuals whose income is up to 138 percent of the federal poverty level (FPL) – an expansion legislated at the federal level by the Affordable Care Act (ACA). This expansion population, known as Group VIII, resolved the coverage gap created by the ACA and previous Medicaid eligible populations. Through State Plan Amendments ODM also executed additional changes that modified payment methodologies and reimbursements for nursing facilities, hospitals, and certain home health services.

In the 2016/2017 biennium ODM will continue to provide accessible and cost effective health care coverage for Ohioans through transformative and coordinated quality care.

Medicaid transformation initiatives in the SFY 2016/2017 state budget can be summarized as follows:

- 1) **Streamline eligibility.** Streamline eligibility to simplify the enrollment process and provide coverage more quickly to Ohioans.
 - a) Consolidate eligibility groups.
 - b) Consolidate eligibility determinations.
- 2) **Improve quality and coordination of home care.** Through coordination more appropriately match services provided and needs of individuals.
 - a) Update acute care benefits.
 - b) Reward personal care aide competencies.
- 3) **Rebalance long-term care.** Continue to modify and rebalance long-term care and provide home and community based services for additional individuals.
 - a) Investigate a new Resource Utilization Group (RUG) for nursing facility stays.

- b) Merge waiver programs to align service.
 - c) Prioritize federal match for specialized services.
 - d) Evaluate a small behavioral health outlier.
- 4) **Modernize reimbursement.** Through reforms to payment methodology reward improved outcomes instead of volume.
- a) Reform payment methodology.
 - b) Modernize hospital payments.
 - c) Investigate a new resource utilization group (RUG) for nursing facility stays.
 - d) Align payment and benefit reforms.
 - e) Implement other benefit and payment reform.
- 5) **Balance the budget.** Contain Medicaid program costs in the short term and ensure financial stability over time.
- a) Constrain costs and create a financially sustainable program. The Medicaid budget achieves savings and maximizes these savings in the state general revenue fund (GRF). These savings are the result of system improvements that will lead to better health and better care for individuals served in the program and financial stability for taxpayers.

The budget gives ODM the tools necessary to continue to transform Ohio Medicaid for the 21st century. This procurement is to obtain the specialty health care business expertise necessary to implement new initiatives and to support ODM work activities.

1.3 Overview of the Project

Throughout the next biennium, Ohio Medicaid will be implementing a variety of healthcare business transformational changes to leverage resources and unify care. The Medicaid program will implement these initiatives to achieve better health, better care, and cost savings through improvement. Transformational changes to Ohio's program may be authorized by the State's new budget. Innovation and improvements are essential - particularly in providing services to persons with disabilities or chronic conditions.

The upcoming enactment of the state's biennial budget may authorize, through funding and statute, numerous Medicaid initiatives to generate short term savings and establish efforts that can be fully realized in the SFY 2016/2017 biennium. These initiatives support several strategies:

- A. **Streamline eligibility** through possible consolidation of eligibility groups and criteria in response to the ACA.
- B. **Improve quality and coordination of home care** through care management and acute care benefits.
- C. **Rebalance long-term care** through payment and benefit redesign.
- D. **Modernize reimbursement** to reward value in the form of improved outcomes instead of volume.
- E. **Constrain costs and create a financially sustainable program.** As in previous years, Medicaid continues to pursue savings through a variety of efforts to balance the budget.

In addition to the new initiatives, ODM will continue to support 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 will largely be shaped by the upcoming budget, presented as a House or Senate Bill, to be adopted by the 131st General Assembly. More information about this Bill, generally referred to as the State's Budget Bill, can be found at <http://obm.ohio.gov/Budget/default.aspx>.

Vendor skill set, experience and capacity, as well as work objectives and projects, are extensively described in this procurement. 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. More specificity about tasks will be significantly determined by project needs as they evolve throughout the term of any contract resulting from the successful completion of this RFP process.

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 – almost 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 ODM to solicit skilled vendor program resources for the time limited period it will take to successfully develop and implement the program changes described.

ODM is pursuing this RFP to purchase the following services:

1. Financial analysis, modeling, and reimbursement system development and modification - designing, developing and implementing health care, long-term care and eligibility reform initiatives, including program financing and funding strategies and reimbursement and rate setting;
2. Waiver construction, modification, and implementation, including waivers referred to as Section 1915 and 1115 waivers – constructing and drafting 1915 or 1115 waivers (or similar documents such as a proposal for a cooperative agreement with the Centers for Medicare and Medicaid Innovation (CMMI)) that integrates the results of regulatory and financial analyses, modifying the amendment as needed or requested, and assisting ODM with implementation of approved waivers;
3. Regulatory analysis - evaluating, planning, negotiating and implementing modernized, streamlined approaches to service eligibility, including opportunities afforded by state and federal regulatory changes to Health Care coverage, including but not limited to existing and new regulations at Title XIX and Title XXI of the Social Security Act;
4. Federal and Stakeholder negotiation – advising ODM on anticipated federal or stakeholder strategies and potential responses, guiding negotiations with CMS, CMMI, or other federal or state stakeholders;

5. Program and policy development and modeling – designing, developing and implementing health, long term care and eligibility reform initiatives which integrate revisions to some or all of the following: Medicaid eligibility criteria, benefit packages, delivery systems, and reimbursement methodologies; and
6. Other activities in support of successful, transformational program redesign.

ODM will designate a contract manager to coordinate work under any contract that results from this posting.

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. ODM 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 vendor 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 ODM via the bilaterally signed contract.

1.4 Objectives of the Project

ODM is seeking a vendor to assist in analysis, development, and management of specific healthcare business activities to help ODM accomplish its goals as outlined in Section 1.3 of this RFP. The successful vendor will enhance the ability and capacity of ODM to implement the SFY 2016/2017 budget strategies:

- A. **Streamline eligibility** through possible consolidation of eligibility groups and criteria in response to the ACA.
- B. **Improve quality and coordination of home care** through care management and acute care benefits.
- C. **Rebalance long-term care** through payment and benefit redesign.
- D. **Modernize reimbursement** to reward value in the form of improved outcomes instead of volume. Reforms will focus on payment methodology, hospital and nursing facility payments and other payment and benefit reforms.
- E. **Constrain costs and create a financially sustainable program.** As in previous years, Medicaid continues to pursue savings through a variety of efforts to balance the budget.

Implementation of these budget initiatives must reflect OHT's guiding principles:

- **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;
- **Transparent:** 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.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
Dec. 31, 2014	<ul style="list-style-type: none"> • ODM releases RFP on ODM and DAS Web Sites • Q&A period opens • RFP becomes active • Vendors may submit inquiries for RFP clarification
Jan. 21, 2015	Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
3:00 P.M. February 11, 2015	Deadline for vendors to submit proposals to ODM (3:00 P.M.). - This is the beginning the ODM process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
Feb. 24, 2015	ODM issues contract award notification letter (<i>estimated</i>). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.
May 4, 2015	Controlling Board review of contract (<i>estimated</i>). - Contract with the selected vendor may require review and approval.
Jul. 1, 2015	Implementation* (<i>estimated</i> —following notification of all contractual and funding approvals). - ODM contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
Jul. 1, 2017 through Jun. 30, 2019	Possible contract renewal period**

ODM 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.

* According to requirements of ORC 126.07, ODM 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 ODM Contract Manager will notify the contractor 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 July 1, 2015 through June 30, 2017, with the possibility for a renewal contract that would be in effect from July 1, 2017 through June 30, 2019, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Since state law prohibits ODM from making financial commitments beyond the fiscal biennium (e.g., 7/01/15 through 6/30/17), the contract with the selected vendor will be subject to renewal for the final two-year period of the project. Renewal may be subject to approval by the Controlling Board, however no additional competitive opportunity will be offered.*

2.2 Internet Question and Answer Period; RFP Clarification Opportunity

Potential vendors or other interested parties 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 Ohio Department of Medicaid Web Page at: www.medicaid.ohio.gov**
- * **Under the Resources tab**
- * **Go Down to Legal and Contracts**
- * **Select RFPs in the drop down menu**
- * **Click the Link to the actual RFP**
- * **Select “Submit Inquiry” near the bottom of the web page**
- * **Follow instructions for submitting questions; or, to view posted questions and answers, select “View Q and A” near the bottom of the Web Page.**

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential vendor (or other interested party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODM may, at its option, disregard any questions which do not appropriately reference a RFP provision or location within the RFP, or which do not include identification of the originator of the question. Questions submitted after **8:00 a.m.** on the date the Q&A period closes will not be answered.

ODM’s responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP for public reference by any interested party. ODM will not provide answers directly to the vendors (or any interested party) that submitted questions. All questions about this RFP that are submitted in accordance with these instructions will be answered on the RFP’s dedicated web page.

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

Vendor proposals in response to this RFP are to take into account any information communicated by ODM in the Q&A process 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, alerts, or other pertinent information regarding this RFP. Accessibility to questions and answers are clearly identified on the website dedicated to this RFP **once submitted questions have been answered.**

Requests for copies of any previous RFPs, Request for Letterhead Bids (RLBs), etc. or for 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. ODM will only answer those questions submitted within the established time period for the Vendor Q&A process (see Section III, Anticipated Procurement Timetable, above), and which pertain to issues of RFP clarity, and which are not requests for public records. ODM is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

If vendors experience technical difficulties accessing the ODAS website where the RFP and its related documents are published, they may contact the ODM Office of Contracts and Procurement (OCP), RFP/RLB Unit, at (614) 728-8034 for guidance.

2.3 Communication Prohibitions

From the issuance date of this RFP until a contract is awarded, there may be no communications concerning the RFP between any vendor and any employee of ODM in the issuing office, or any other ODM 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 Question & Answer (Q&A) Period; RFP Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODM 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 ODM, which ODM deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODM will post those revisions, amendments, etc., to the website dedicated to this RFP;* and
5. Any PRR made through OCP.

*** Important Note:** *Amendments to the RFP or to any documents related to it will be accessible to 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. ODM may not specifically notify vendors of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of vendors to be aware of and to fully respond to all updated information posted on this web page.*

ODM is not responsible for the accuracy of any information regarding this RFP that is 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 ODM using one of the mechanisms provided for in Sections 2.2, Internet Question & Answer (Q&A) 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 ODM 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 ODM in strict accordance with proposal submission instructions provided in Section 5.1, Proposal Submission Information.

2.4 Program Resource Library

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

ODM recognizes that interested vendors may 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:

- Information for the Ohio biennial budget for State Fiscal Years 16/17 can be found at: <http://obm.ohio.gov/Budget/operating/fy16-17.aspx>
- 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/>
- 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; are available at: <http://medicaid.ohio.gov/PROVIDERS/ManagedCare.aspx>
- Information about the Medicaid Information Technology System (MITS) claims payment system is available at: <http://medicaid.ohio.gov/PROVIDERS/MITS/MITSInformationReleases.aspx>

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 the following minimum qualifications as well as organizational and staff experience and capabilities:

3.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, ODM requires that interested vendors **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. ODM will consider proposals from vendors with a minimum of seven (7) years' experience with Medicaid 1115 and 1915 waivers, including designing, developing, and implementing these waivers.
- B. The vendor (or subcontracted staff) has a minimum of seven (7) years' experience in the design of:
 - a. Medicaid delivery system transformation and improvement, specifically including integrated care models, case management models, and care delivery innovation, such as patient-centered medical homes;
 - b. Medicaid payment system transformation and improvement, specifically including reimbursement methodologies, payment reform, and innovative payment systems, such as an episode-based payment model; and
 - c. Medicaid long-term care initiatives, including eligibility criteria and processes; delivery systems and methods, such as integration of home and community based care delivery systems with managed care in a manner consistent with recently published CMS home and community based services regulations; and payment systems.
- C. The vendor (or subcontracted staff) has a minimum of seven (7) years' experience in the development and implementation of:
 - a. Medicaid delivery system transformation and improvement, specifically including integrated care models, case management models, and care delivery innovation, such as patient-centered medical homes;
 - b. Medicaid payment system transformation and improvement, specifically including reimbursement methodologies, payment reform and innovative payment systems, such as an episode-based payment model;
 - c. New Medicaid eligibility groups, including eligibility criteria, application processes, and benefit packages; and
 - d. Medicaid long-term care initiatives, including eligibility criteria and processes; delivery systems and methods, such as integration of home and community based care delivery systems with managed care in a manner consistent with recently published CMS home and community based services regulations; and payment systems.
- D. The vendor must include a minimum of three (3) references from representatives of agencies or companies for which the vendor, or a subcontractor (or employee of a subcontractor) proposed as a key staff member, 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 five (5) years.
- E. Partnership with an Ohio certified Minority Business Enterprise (MBE) as outlined in Section 8.24 Minority Business Enterprise Subcontracting Requirement. Vendors that fail to provide written acknowledgement and agreement of this requirement will be disqualified from further consideration.

The vendor must complete this section to demonstrate that it (directly or through a subcontractor or subcontracted staff) has the experience needed to meet the RFP's mandatory experience and qualifications. Experience should be demonstrated by providing a summary of relevant work or projects, including the project name, the agency or company for which the work was performed, the beginning and ending dates of work, and key samples or excerpts representative of the quality of the work.

The vendor must list each work experience separately and completely and specify how the work experience fulfills, helps to fulfill, or is irrelevant to the experience required above. 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.

Each reference and work experience must include the following information:

- **Contact Information.** The vendor must provide a client contact name; job title and company or agency at the time the work was performed; current job title and company or agency; and current phone number, email address, and mailing address. The vendor also must include the same information for an alternate client contact. The contact information given must be for a person within the client's organization, not within the vendor's organization, subsidiaries, partnerships, etc. Failure to provide this information or provision of information that is inaccurate or out of date may result in ODM not including the reference or work experience in the evaluation process or rejecting the vendor's Proposal.
- **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.
- **Dates of Experience.** The vendor must provide a beginning month and year and an ending month and year, not just the length of time the vendor was engaged by the reference.
- **Description of the Related Service Provided.** The vendor must state the experience demonstrated by this project, including the capacity in which the work was performed, the role of the vendor on the work, and an approximate number of hours of work performed by the vendor on this project. 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.
- **(Work Experience Only) Description of how the related service fulfills, helps to fulfill, or is irrelevant to the experience required above and shows the vendor's experience, capability, and capacity to fulfill the requirements of any contract awarded as a result of this RFP.**

If any of the above qualifications are met through the experience and qualifications of subcontracted personnel, the vendor must identify each subcontracted person, the company (if applicable) for which the subcontracted person works, and the position (identified in section 3.3 of this RFP) for which the vendor is proposing this person.

Vendors which do not meet ALL the above mandatory qualifications and experience 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

As part of the evaluation process, vendors are to provide the following information to be scored by ODM:

- A. Demonstrated experience relevant to the initiatives described in section 1.2 of this RFP. Include information on the background of the firm, including any subcontractors who would perform work under any contract resulting from this RFP; and
- B. Samples (excerpts and/or Executive Summaries acceptable) of at least two, but no more than four, similar sized projects completed or begun in the past five (5) years that demonstrate expertise and experience in providing expert assistance in the strategies and objectives listed in sections 1.3 and 1.4.
- C. Demonstrated knowledge of and experience in Medicaid and familiarity with and experience in the practical application of the laws and regulations impacting its operations, including relevant portions of the Social Security Act. Include Ohio-specific knowledge and experience.
- D. Names and contact information for at least three entities for which the vendor has performed similar large scale projects in the past five (5) years.

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. Vendor experience and knowledge should be demonstrated by providing key samples, excerpts, or copies representative of the quality of relevant work.

3.3 Staff Experience and Capabilities

The vendor proposal is to demonstrate significant expertise by assigning staff to key leadership roles for this project. 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. Key positions are all Tier 1, 2, and 3 positions identified below. These key positions will require profiles and resumé.

For each individual, the vendor must provide the information in the same manner as described under Mandatory Experience and Qualifications above including explanations and dates of experience, project descriptions, and reference contact information. If at any time key staff identified in the Technical Proposal are unavailable, any proposed substitute or replacement staff member must meet the requirements detailed below. Before any substitution or replacement of staff, personnel profiles of proposed new or additional staff must be provided for ODM selection. If the vendor seeks to meet any of the key positions through a subcontractor, the vendor must identify the subcontractor by name as part of the Personnel Profile Summary for each key position.

If the vendor seeks to meet any of the key positions through a subcontractor, the vendor must identify the subcontractor by name as part of the Personnel Profile Summary for each key position.

A. Tier 1: Lead Medicaid Healthcare Business Expert

- i. **Roles & Functions:** 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 ODM 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.

- ii. **Preferred Qualifications:** Technical Proposals should identify one Lead with a minimum of seven (7) years' experience leading the design, development, *and* implementation of Medicaid delivery systems, programs and waivers for state Medicaid agencies. The vendor's proposal must demonstrate that the proposed individual has demonstrated experience and skill in the ability to bring federal and state expertise to the project in the following areas:

- Medicaid programs;
- Medicaid long term care services, both facility and community based;
- Medicaid managed care delivery systems;
- Behavioral health care delivery;
- Medicaid case management systems;
- Federal and state Medicaid regulatory analysis;
- Medicaid reimbursement, rate setting and other payer strategies; and
- Federal and state Medicaid eligibility regulatory, policy, and administrative operations.

The Technical Proposal must include a description of the roles and functions the proposed Lead has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and must include representative samples of the Lead's resulting work.

B. Tier 2: Medicaid Management and Development Staff

1) Medicaid Healthcare Business Manager

- a) **Roles & Functions:** The Medicaid Healthcare Business Manager will draft work plans, timelines, and impact analyses; coordinate work schedules and resources with ODM; report work progress and any problems to ODM's contract manager or other designated contact person; and ensure that projects under any contract resulting from this RFP proceed efficiently.
- b) **Preferred Qualifications:** Technical Proposals should identify one Medicaid Healthcare Business Manager and one individual who will provide back-up and assistance to the Medicaid Healthcare Business Manager, and demonstrate that each proposed individual has a minimum of five (5) years' experience as the project manager of a large-scale, multi-year, complex project; experience as the project manager from initiation through post-implementation on a minimum of two projects, at least one of which lasted a minimum of 12 months; and experience following a standard PM methodology and 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) large-scale, multi-year, complex projects. The Technical Proposal must include a description of the functions each proposed

individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements. Additional consideration will be given to vendors if the Technical Proposal demonstrates that the proposed individuals (Medicaid Healthcare Business Manager and one individual to provide back-up and assistance) have current Project Management Professional (PMP) Certification. Please see Attachment C for scoring consideration.

At least one Medicaid Healthcare Business Manager (plus another equally-qualified individual who will provide back-up and assistance) must be proposed.

2) **Medicaid Regulatory Analyst(s)**

- a) **Roles & Functions:** The Regulatory Analyst will review federal and state statutes, regulations, and guidance to analyze, evaluate, and identify the pros, cons, risks and impacts of program (eligibility, benefit package, service delivery or other) changes, how program changes can legally be implemented and provide analysis and recommendations on federal statutes and regulations for which to request waiver authority and which, if any, state regulations may require modification to effectuate the proposal.
- b) **Preferred Qualifications:** Technical Proposals should identify one or more Regulatory Analysts and demonstrate that each proposed individual has at least five (5) years' experience in the analysis and evaluation of multiple proposals as part of the implementation of at least one 1115 and one 1915 waiver. The Technical Proposal must include a description of the functions any proposed individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements.

At least two Medicaid Regulatory Analysts must be proposed.

3) **Medicaid Financial and Budget Analyst(s)**

- a) **Roles & Functions:** The Medicaid Financial and Budget Analyst will develop and synthesize complex, sophisticated models to assess the financial impact of proposed changes to Medicaid eligibility, benefits, service delivery, or reimbursement methodology on the federal and state levels.
- b) **Preferred Qualifications:** Technical Proposals should identify one or more Financial and Budget Analysts and demonstrate that each proposed individual has at least five (5) years' experience in the analysis and evaluation of proposed Medicaid changes, including at least one analysis and evaluation of eligibility changes and at least one evaluation of proposed changes to service delivery or reimbursement methodology. The Technical Proposal must include a description of the functions any proposed individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements.

At least two Medicaid Financial and Budget Analysts must be proposed.

4) **Medicaid Program Specialist(s)**

- a) **Roles & Functions:** The Medicaid Program Specialist will develop proposals for new or revised Medicaid eligibility, benefit package, service delivery, or reimbursement models (including possible 1115 or 1915 waivers or similar cooperative agreements), drawing on financial, regulatory, and program research to analyze and evaluate the proposal's cost effectiveness, impact on affected individuals, and feasibility (in terms of obtaining federal and state approval, implementing state regulations, and making necessary system changes) within specific time frames.
- b) **Preferred Qualifications:** Technical Proposals should identify one or more Medicaid Program Specialists and demonstrate that each proposed individual has at least five (5) years' experience in the analysis, evaluation, and implementation of multiple types of proposals, including at least one 1115 waiver and one 1915 waiver. Work demonstrated should include revising State Plan Amendments (complete with financial impact statements), drafting implementation guidance, and designing training materials aimed at various impacted categories of stakeholders (such as eligibility workers, case managers, providers, benefit recipients, potential applicants, etc.). The Technical Proposal must include a description of the functions any proposed individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements.

At least two Medicaid Program Specialists must be proposed.

C. Tier 3. Staff Support

1) **Junior Financial and Budget Analyst(s)**

- a) **Roles & Functions:** The Junior Financial and Budget Analyst will assist in developing and synthesizing complex, sophisticated models to assess the financial impact of proposed changes to Medicaid eligibility, benefits, service delivery, or reimbursement methodology on the federal and state levels.
- b) **Preferred Qualifications:** Technical Proposals should identify one or more Junior Financial and Budget Analysts and demonstrate that each proposed individual has at least three (3) years' experience in the analysis and evaluation of proposed Medicaid changes, including at least one analysis and evaluation of eligibility changes and at least one evaluation of proposed changes to service delivery or reimbursement methodology. The Technical Proposal must include a description of the functions any proposed individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements.

At least one Junior Medicaid Financial and Budget Analyst must be proposed.

2) **Junior Medicaid Program Specialist(s)**

- a) **Roles & Functions:** The Junior Medicaid Program Specialist will assist in developing proposals for new or revised Medicaid eligibility, benefit package, service delivery, or reimbursement models (including possible 1115 or 1915 waivers or similar cooperative agreements), drawing on financial, regulatory, and program research to analyze and evaluate the proposal's cost effectiveness, impact on affected individuals, and feasibility (in terms of obtaining federal and state approval, implementing state regulations, and making necessary system changes) within specific time frames.
- b) **Preferred Qualifications:** Technical Proposals should identify one or more Junior Medicaid Program Specialists and demonstrate that each proposed individual has at least three (3) years' experience in the analysis, evaluation, and implementation of multiple types of proposals, including at least one 1115 waiver and one 1915 waiver. Work demonstrated should include revising State Plan Amendments (complete with financial impact statements), drafting implementation guidance, and designing training materials aimed at various impacted categories of stakeholders (such as eligibility workers, case managers, providers, benefit recipients, potential applicants, etc.). The Technical Proposal must include a description of the functions any proposed individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements.

At least one Junior Medicaid Program Specialist must be proposed.

3) Medicaid Program Researcher(s)

- a) **Roles & Functions:** The Medicaid Program Researcher will gather and analyze data, statutes, regulations, and best practices related to specific Medicaid, CHIP, waiver, or other public healthcare related programs and practices in Ohio and in other states to recommend best practices for eligibility policy; eligibility determination and verification processes; benefit design; service delivery; and reimbursement methodologies.
- b) **Preferred Qualifications:** Technical Proposals should identify one or more Medicaid Program Researchers and demonstrate that each proposed individual has at least two (2) years of experience and knowledge of Medicaid programs, statutes, and regulations, and the multitude of resources where pertinent information can be retrieved. Technical Proposals must also provide at least three examples of past healthcare-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 any proposed individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements.

At least one Medicaid Program Researcher must be proposed.

4) Medicaid Program Evaluator(s)

- a) **Roles & Functions:** The Medicaid Program Evaluator will conduct assessments of Medicaid populations, costs, programs and initiatives and services on federal and state levels and submit recommendations on the program/service's significance, value, worth, or quality.
- b) **Preferred Qualifications:** Technical Proposals should identify one or more Medicaid Program Evaluators and demonstrate that each proposed individual has at least three (3) years' experience in the analysis and evaluation of multiple types of programs and services—including Medicaid-specific and 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 also be explained. The Technical Proposal must include a description of the functions any proposed individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements.

At least one Medicaid Program Evaluator must be proposed.

5) Junior Medicaid Program Evaluator(s)

- a) **Roles & Functions:** The Medicaid Program Evaluator will assist in conducting assessments of Medicaid populations, costs, programs and initiatives and services on federal and state levels and submit recommendations on the program/service's significance, value, worth, or quality.
- b) **Preferred Qualifications:** Technical Proposals should identify one or more Junior Medicaid Program Evaluators and demonstrate that each proposed individual has at least one and a half (1.5) years' experience in the analysis and evaluation of multiple types of programs and services—including Medicaid specific and 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 also be explained. The Technical Proposal must include a description of the functions any proposed individual has performed in this role as it relates to the Objectives listed in sections 1.3 and 1.4 and the Specifications of Deliverables in section 4.3 and how each proposed individual meets all requirements.

At least one Junior Medicaid Program Evaluator must be proposed.

Vendor Profile Summary: Each proposal must include a profile for the vendor to show how the vendor meets the preferred experience and qualifications in section 3.1. This profile will also demonstrate how the vendor meets the organizational experience and capabilities in section 3.2.

If the vendor does not meet the mandatory qualifications or if any proposed team member does not meet the preferred requirements for the position the individual is proposed to fill, the vendor's Proposal may be rejected as non-responsive.

Personnel Profile Summary: Each Proposal must include a profile for each key member of the proposed work team. The Personnel Profile Summary must be customized for the applicable candidate requirements, in addition to demonstrating how the candidate meets any specification as detailed in section 3.3 of this RFP.

The vendor must propose a work team that collectively meets all the requirements in this RFP. The vendor must name all candidates proposed, and each must meet the technical experience for the candidate's position.

ODM will not consider a candidate's overlapping months of experience toward meeting the experience requirements in this RFP. Therefore, for each requirement for a key position, the Personnel Profile Summary supplied by the vendor for each candidate must demonstrate that the candidate meets the requirement through work experience that does not overlap in time with any other work experience used to meet the same requirement for the position. For example, if an individual proposed for a key position works concurrently on three projects for three months, this is considered as three months of experience towards meeting the experience requirements in this RFP; it is not considered as nine months of experience.

The vendor must demonstrate that all position requirements have been met by the team member proposed for each key position by using the Personnel Profile Summary. The vendor's Personnel Profile Summary must include the information as described below:

- Proposed team member's name and key position for which the individual is proposed.
- Education and Training. The vendor must use this section to list the education and training of the proposed team member and demonstrate, in detail, the proposed individual's ability to properly perform under any contract resulting from this RFP. The vendor must show how the candidate's education and training relates to the requirements of the RFP.
- Experience and Qualifications. The vendor must complete this section to show how its proposed team members meet the experience requirements applicable to the relevant position.
- Team Member's References. The vendor must supply three work experience references for each team member proposed for each key position. If the vendor provides less than three work experience references for a proposed team member, the vendor must explain why. ODM may reject the Proposal if less than three work experiences are given for a candidate.

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

- Proposed Team Member's Name.
- Client 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 ODM cannot reach the primary contact. 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. Failure to provide this information or provision of information that is inaccurate or out of date may result in ODM not including the reference in the evaluation process or rejecting the vendor's Proposal.
- 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 candidate performed the technical experience being described, not just the length of time the candidate worked for the company.

- Description of the Related Service Provided. Vendors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the work as it relates to the work covered by this RFP. It is the vendor's responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's work experience must be listed completely in any relevant section of the vendor's Technical Proposal.

Important: 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 ODM, all proposals submitted may become part of the public record. **ODM 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

4.1 Scope of Work

The scope of work required under the contract expected to result from this RFP will result in the accomplishment of the strategies and objectives as stated in Sections 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 vendor must propose key personnel with expertise as specified in Section 3.3.

The following information is a summary of the duties and responsibilities of the selected contractor for this RFP; further details are provided in Section 4.3, Specifications of Deliverables. In order to receive consideration for contract award, all aspects of the requirements described in this section must be fully addressed in the vendor's technical proposal.

Vendor proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to, perform this Scope of Work fully. The selected vendor will be responsible for the deliverables as described in Section 4.3, including all preparatory and intervening steps, whether or not ODM has explicitly specified or delineated them within this RFP. In developing their proposals, all vendors must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

The selected vendor for this project will assist ODM with all aspects of designing, developing, and implementing new and redesigned healthcare, coverage, eligibility, and delivery functionality to achieve the transformational goals specified in Sections 1.3 and 1.4. 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 vendor will assist ODM in determining how to optimize Ohio resources, including services available under this or another contract, for the best outcome for each initiative.

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

1. Financial analysis, modeling, and reimbursement system development and modification - designing, developing and implementing of health, long-term care and eligibility reform initiatives, including program financing and funding strategies and reimbursement and rate setting;
2. Waiver construction, modification, and implementation, including waivers referred to as Section 1915 and 1115 waivers – constructing and drafting 1915 or 1115 waivers (or similar documents such as a proposal for a cooperative agreement with CMMI) that integrate the results of regulatory and financial analyses, modifying the amendment as needed or requested, and assisting ODM with implementation of approved waivers;
3. Regulatory analysis - evaluating, planning, negotiating and implementing modernized, streamlined approaches to service eligibility, including opportunities afforded by state and federal regulatory changes to Health Care coverage, including but not limited to existing and new regulations at Title XIX and Title XXI of the Social Security Act;
4. Federal and Stakeholder negotiation – advising ODM on anticipated federal or stakeholder strategies and potential responses, guiding negotiations with CMS, CMMI, or other federal or state stakeholders;
5. Program and policy development and modeling – designing, developing and implementing health, long term care and eligibility reform initiatives which integrate revisions to some or all of the following: Medicaid eligibility criteria, benefit packages, delivery systems, and reimbursement methodologies which integrate revisions to some or all of the following: Medicaid eligibility criteria, benefit packages, delivery systems, and reimbursement methodologies; and
6. Other activities in support of successful, transformational program redesign.

The vendor must fully address their experience, or subcontractor's experience, providing the services in each of these areas in the Technical Proposal.

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 (no less often than every 6 months) to ODM. Updates should include:

- Time frames for completion of tasks,
- Estimates of contract hours expected to be spent,
- Resource needs, and
- Policy goals and outcomes.

4.2 Administrative Structures – Proposed Work Plan

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

- A. Describe how the vendor's services will help ODM achieve the key objectives stated in Sections 1.3 and 1.4 of this RFP;

- B. Describe the vendor's technical approach to work, including processes and methods for:
- a. Research and analysis;
 - b. Waiver development, design, and drafting;
 - c. Presenting ideas for ODM consideration;
 - d. Assigning work to staff, overseeing the work, and delivering the results to ODM;
 - e. Providing status reports and analyses at least monthly, annually, and upon request;
 - f. Determining and reporting that work has been completed;
 - g. Resolution of unanticipated problems; and
 - h. Invoicing ODM and resolving billing disputes.
- C. Provide a process for submitting an "impact analysis" to ODM for approval before beginning work on any specific initiative, and submitting an amended impact analysis for any initiative in progress upon request by ODM. This "impact analysis" – based upon detailed discussions with ODM about the initiative, ODM's needs, the target implementation or completion date, and the scope of work – will allow ODM to allocate staff and funding necessary for the project, procure additional resources, or reconsider target deadlines for the proposed work or for other pending initiatives. Include in the Technical Proposal a rough hard-copy sample of an impact analysis, which will include:
- a. A project work plan, provided in a format that ODM can electronically review, copy or edit;
 - b. A proposed timeline to complete all project tasks that includes:
 - 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 RFP;
 2. State staff;
 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 work plan, timeline, and costs.
- D. Provide a status reporting procedure for reporting work completed and resolution of unanticipated problems;
- E. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff. The current Table of Organization should specify the key management and administrative personnel who will be assigned to this project as required in Section 3.3. The vendor must provide the percentage of time each key management person will devote to the project. Include in the Technical Proposal:
- a. A process for proposing substitute or replacement staff for ODM's approval, in the event key staff identified in the Technical Proposal become unavailable; and

- b. A process for ensuring that key staff (and any replacement or additional staff) will be available to begin work upon approval of a Purchase Order reflecting a contract resulting from this RFP, and any replacement or additional staff will be made available as called for in the impact analyses prepared by vendor in coordination with ODM and approved by ODM.
- F. Business Continuity Plan, the proposed work plan must include the vendors written Business Continuity Plan. The plan should clearly outline how the vendor will continue to provide the services that are expected to be a result of the procurement in the event of a disaster or other unexpected break in services. As used herein, a "Disaster" means an unanticipated incident or event, including, without limitation, force majeure events, technological accidents or human-caused events that (i) may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or (ii) causes data loss, property damage or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.

The Business Continuity Plan should address:

- (a) Business continuity plans for the Services and supporting facilities,
- (b) Disaster recovery plans for critical technology and systems infrastructure, and
- (c) Proper risk controls (collectively, the "Contingency Plans") to enable continued performance under this Agreement in the event of a disaster or other unexpected break in Services.

The awarded vendor will update and test the operability of any applicable Contingency Plan at least annually, and will implement each such plan upon the occurrence of a Disaster.

4.3 Specifications of Deliverables

The vendor will work with ODM to analyze healthcare business management or healthcare initiatives, identify optimal outcomes, and scope the work to be done and areas where ODM needs additional resources to perform the work.

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

A. Financial Analysis, modeling and reimbursement process development and modification

1. Key Activity: Design, develop, and implement and provide subject matter expertise regarding health, long-term care and eligibility reform initiatives by providing accurate and insightful data, and data-informed conclusions and recommendations regarding program financing, funding strategies, and reimbursement and rate setting.
2. Vendor Responsibilities:
 - Analyze and summarize clinical and financial data to support executive decision-making.
 - Develop and use models for existing or potential Medicaid populations and benefit plans to make financial and population projections to be used in program development, analysis, negotiation, and monitoring.
 - Analyze existing or proposed Medicaid program models to:

- Determine necessary state and federal funding;
 - Determine cost-effectiveness;
 - Develop funding strategies; and
 - Develop budgets which include:
 - Procurement strategies; and
 - Plans for leveraging non-state (federal, private, or other funding sources) where possible.
 - Design and provide subject matter expertise regarding the construction of reimbursement systems (including capitated reimbursement models and state/federal cost savings sharing models) and provider payment rates.
 - Develop and/or modify tools and criteria used to identify specific populations or categories of individuals eligible for coverage.
 - Develop benefit plans targeted to meet the needs of specific populations.
 - Assess and provide subject matter expertise regarding the adequacy of reimbursements and reimbursement systems for various service types including hospital inpatient and outpatient hospital services in light of the relevant regulations and litigation.
 - Develop and provide subject matter expertise regarding disproportionate share payment approaches and methods of evaluating various approaches.
 - Develop and provide subject matter expertise regarding fiscal agent models.
3. Examples of resulting outputs may include, but are not limited to:
- Analysis of fiscal impact of proposed changes on:
 - Specific populations or categories of individuals eligible for coverage; and
 - State and federal budget projections.
 - Fiscal models.
 - Projections of population sizes and fiscal impacts of proposed program changes.
4. As part of the technical proposal, the vendor should provide an example of a fiscal impact analysis and a fiscal model completed by the vendor. This information will be used by ODM to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

B. Waiver construction, modification, and implementation

- 1 Key Activity:
- Create and provide subject matter expertise regarding iterative drafts of 1915 and/or 1115 waivers or proposals for cooperative agreements, leading to submission and approval of the waivers or agreements followed by implementation of the approved waivers or agreements.
- 2 Vendor Responsibilities:
- Integrating regulatory and fiscal analyses.
 - Writing initial draft of 1915 waivers, 1115 waivers, or proposals for cooperative agreements.
 - Amending drafts in response to feedback provided by ODM.
 - Implementing and providing subject matter expertise regarding waivers or agreements by providing input into procurement documents, staffing and resource needs, project timelines and work plans, business requirements, business rules, etc.

3. Examples of resulting outputs may include, but are not limited to:
 - Initial and subsequent drafts of waivers or proposals for cooperative agreements.
 - Final drafts in a form suitable for signatures and subsequent submission to HHS.
 - Implementation documents.
4. As part of the technical proposal, the vendor should provide an example of a waiver drafted by the vendor. This information will be used by ODM to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

C. Regulatory Analysis

1. Key Activity: Evaluate, plan, negotiate and implement modernized, streamlined approaches to Medicaid and service eligibility, including opportunities afforded by state and federal regulatory changes to Health Care coverage, including, but not limited to existing and new regulations at Title XIX and Title XXI of the Social Security Act.
2. Vendor Responsibilities:
 - Provide analysis and implementation assistance for healthcare modernization initiatives and strategies, including:
 - Review and summarize waiver regulations relevant to ODM's work plan;
 - Review and summarize federal regulations that would need to be waived in order for ODM to implement specific programs or processes; and
 - Evaluating the ease or difficulty of obtaining a waiver and regulations which are key to implementation of specific programs or processes.
 - Evaluate regulatory parameters, if any, of sustainability approaches including cost sharing, premiums, co pays and other revenue options.
 - Evaluate, analyze and provide options for constructing Ohio specific program and financing approaches for health care eligibility, service coverage and new and innovative health delivery system designs permissible within existing regulatory structures or through special federal authority (for example, waivers).
 - Provide subject matter expertise regarding negotiations with the federal government on both new and ongoing programs.
3. Examples of resulting outputs may include, but are not limited to:
 - Written analysis of and recommendations regarding the regulations which must be waived to implement specific program proposals.
 - White paper regarding sustainability options.
4. As part of the technical proposal, the vendor should provide an example of a white paper drafted by the vendor. This information will be used by ODM to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

D. Federal and Stakeholder Negotiations

1. Key Activity: Advise and assist ODM in negotiations with stakeholders including federal agencies.
2. Vendor Responsibilities:

- Providing a negotiation strategy.
 - Facilitating negotiations.
 - Providing advice and assistance regarding negotiation strategies and responses to stakeholder positions.
3. Examples of resulting outputs may include, but are not limited to:
- Briefs outlining likely stakeholder positions and suggested data-driven responses.
4. As part of the technical proposal, the vendor should provide an example of a negotiation strategy drafted by the vendor. This information will be used by ODM to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

E. Program Development and Modeling

1. Key Activity: Assist in and/or lead the design, development and implementation of health, long term care and eligibility reform initiatives which integrate revisions to some or all of the following: Medicaid eligibility criteria, benefit packages, delivery systems, and reimbursement methodologies.
2. Vendor Responsibilities:
- Provide leadership and support in the design, development, and implementation of modernization and quality improvement initiatives and strategies, such as:
 - Eligibility simplification;
 - Managed long-term care delivery systems;
 - Health Homes delivery programs; or
 - ACO models.
 - Provide leadership and support in the development of innovative service delivery systems, with modernized reimbursement methods and processes, which:
 - Are tailored to special medical and support needs of targeted populations;
 - Are driven by analysis of clinical and financial data regarding the needs of targeted populations; and
 - Deliver improved quality at reduced cost.
 - Provide subject matter expertise regarding the design, development, and implementation of modernized Medicaid eligibility criteria and processes, such as:
 - New standards for eligibility for Medicaid coverage and eligibility for specific service;
 - Automated, consumer-friendly approaches to Medicaid application, verification, and enrollment processes, including:
 - Strategies for reducing disruption of health care as families transition between sources of health care coverage; and
 - Screening tools to allow individuals to determine whether they might be eligible for Medicaid coverage of healthcare services;
 - Medicaid business rules;
 - Medicaid policy definitions;
 - Medicaid provider qualifications and requirements;
 - Building any necessary ODM staff skills; and
 - Negotiating with program contractors.
 - Develop and monitor quality testing and monitoring process, including:

- Defining on-going oversight requirements;
 - Developing screening tools to identify specific populations impacted by delivery system reform efforts;
 - Designing quality management and improvement systems; and
 - Participating in clinical auditing of individuals served.
3. Examples of resulting outputs may include, but are not limited to:
- White papers or briefs that describe proposed program designs, complete with regulatory analysis and financial analysis tables where appropriate.
 - Draft Medicaid business rules and policy definitions.
 - Workflows or business processes for screening tools.
 - Workflows or business processes for ongoing program management.
 - Workflows for quality management systems, including on-going oversight.
 - Documentation of provider qualifications and requirements.
 - Standards for new services.
4. As part of the technical proposal, the vendor should provide an example of a workflow and a white paper describing a program design drafted by the vendor. This information will be used by ODM 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 and required as the vendor carries out any deliverables as referred to in this RFP:
- Data analysis to support systems redesign.
 - Data analysis or regulatory analysis to defend legal challenges.
 - Written reports/summaries are required for all research performed.
 - Attend, facilitate and participate in ODM meetings, forums, presentations, negotiations and other events in Ohio as required by ODM.
 - Liaison activity with CMS and HHS.

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

4.4 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 described herein. For approved work performed by the selected vendor, the vendor will invoice ODM on a monthly basis in a fashion that enables ODM to identify what work has been done by whom at what cost on which initiative so that ODM can properly allocate costs to funding sources.

Vendors will use the Cost Proposal Form included in Attachment D to this RFP to create a budget table and budget narrative collectively titled "Cost Proposal." The costs should include the hourly rates for all personnel and pre-selected subcontractors identified in the Technical Proposal. All overhead, subcontracted, travel, indirect, administrative, and other costs must be configured into the hourly rates stated in the vendors Cost Proposal.

ODM 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 ODM through a process determined by ODM. 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 work plan.
- 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 RFP;
 - (2) State staff; and
 - (3) Any additional personnel required to complete the activity on time.
- 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 work plan, timeline, and costs.

*The costs and hours listed in each project proposal will be subject to negotiation between the ODM Contract Manager and the selected vendor. After both parties agree to a number of hours of work and total cost for a project, the selected vendor will submit a final project proposal to be signed by the ODM 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.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

ODM 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 include:

- **Five (5)** 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 disqualification. In the event of any discrepancies or variations between copies, ODM is under no obligation to resolve the inconsistencies and may make its scoring and vendor selection decisions accordingly, including the decision to disqualify the vendor.

AND

- in a sealed, separate envelope, **Five (5) paper copies (one signed original and 4 copies) and** one CD-ROM copy of the cost proposal.

The vendor's original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The vendor's total complete proposal submission (both the technical and cost proposals in all required copies) must be received by OCP no later than **3:00 p.m.** on **February 11, 2015**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed, for hand delivery or delivery by a private delivery company, as described below:**

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

Vendors are **STRONGLY** encouraged to use a private delivery company (e.g., FedEx, UPS, etc.) to deliver their proposals, or to hand deliver them, to the above address, as companies like that are capable of delivering directly to ODM's security desk in the building, where it will be received and date and time stamped. While using the Postal Service is an option it can add several days to the delivery process and could result in a vendor's proposal being late and removed from consideration. **All proposals must be received by OCP by the posted submission deadline, date and time. No exceptions will be made.**

The address for postal deliveries is:

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

The entire vendor technical proposal should be converted into **one single secure .pdf document** saved to the technical proposal CD-ROM submitted to ODM. If the proposal's size necessitates more than a single .pdf document to contain the entire technical proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible.

Along with the technical proposal, the vendor must submit the cost proposal in a separate, sealed envelope/package labeled: **"DO NOT OPEN. COST PROPOSAL ENCLOSED FOR PROGRAM AND FINANCIAL MODELING RESOURCES, RFP ODM15169003 SUBMITTED BY [VENDOR'S NAME]."**

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 CD-ROMs may be used in the formal ODM proposal review process, and will be used by ODM for archiving purposes and for fulfillment of Public Records Requests; failure to include or to properly label them may, at ODM 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) 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 added to any previously received submissions, nor will they be considered.

OCP will accept proposals at any time during normal ODM business hours prior to the posted submission deadline (date and time). All proposals must be received **no later than the specified deadline, both date and time**, by OCP. ODM is not responsible for proposals incorrectly addressed or for proposals delivered to any ODM location other than the address specified above. No confirmation of mailed proposals can be provided.

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 ODM and the vendor selected.

5.2 Format for Organization of the Proposal

In developing their proposals, vendors must fully and appropriately plan and cost out their proposed projects (cost information must be restricted to the cost proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. 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.

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.**

A. Technical Proposal Organization

The vendor's technical proposal must contain the following components, organized in 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 may be provided as an appendix to the proposal and so marked as an additional tab. ODM reserves the right not to review submitted appendices which includes information or materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

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 ODM 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 ODM 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 ODM 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 ODM.

Vendors must organize their technical proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

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 include that replication in 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 vendor or applicant seeking to do business with ODM. This must be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. **Failure by any vendor to complete, sign, and return the Standard Affirmation and Disclosure Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

The signed originals of the above referenced forms (**RFP Attachment A., Sections I, II**) 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 subcontractor(s), 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.

Tab 2 Vendor Experience and Qualifications

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

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

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

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.

Sub-Tab 2c. Staff Experience and Capabilities (Section 3.3, A through 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, including the Personnel Profile Summary.

Tab 3 Administrative Structures – Proposed Work Plan (Section 4.2, A through F)

Sub-Tab 3a. Item A

Sub-Tab 3b. Item B

Sub-Tab 3c. Item C

Sub-Tab 3d. Item D

Sub-Tab 3e. etc.

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.2, Administrative Structures of this RFP.

Tab 4 Specification of Deliverables (Section 4.3, A through F)

Sub-Tab 4a. Item A

Sub-Tab 4b. Item B

Sub-Tab 4c. Item C

Sub-Tab 4d. Item D

Sub-Tab 4e. etc.

This section should describe in detail how the vendor proposes to successfully perform, at minimum, each activity identified in Sections 4.3, Specifications of Deliverables. The responses must address each activity fully and responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.3 behind separate sub-tabs as described above.

Tab 5 Vendor Attachments or Appendices (*for example, required excerpts/samples of work products described in RFP Section 3.2 may be presented here.*)

B. Cost Proposal

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“DO NOT OPEN. COST PROPOSAL ENCLOSED FOR PROGRAM AND FINANCIAL MODELING RESOURCES, RFP ODM15169003 SUBMITTED BY [VENDOR’S NAME].”**

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 provision of services defined in Section 4.4 Specifications of Deliverables, and to offer to ODM its flat, all-inclusive fee. The price offered in the vendor’s cost proposal will be the price in effect throughout the contract period, including any renewal contracts, as described in Section 2.1, Anticipated Procurement Timetable, of this RFP.

Vendors are to use the format in Attachment D., Cost Proposal Form, to submit their proposed fee for the entire project. 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, ODM will consider only the dollar amount displayed on the Cost Proposal Form.

In calculating their total proposed fee, vendors must consider costs resulting from each deliverable listed in Section 4.4 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODM in this RFP or not).

C. Vendor Disqualifiers for Proposal Errors

- Any vendor’s technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited 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 ODM 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 ODM 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 ODM. 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) 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 ODM may, at its option, disqualify the vendor from any consideration.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODM 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 qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODM Chief Strategy Office, Bureau of Health Plan Policy, Bureau of Long Term Care Services and Support and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODM. 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, ODM 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 that does not meet the minimum required technical proposal score as defined in Attachment C. will be disqualified from any further consideration and not be considered for award of the contract, 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 ODM 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.

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

The cost proposal will be reviewed by ODM. The grand total of each technically qualified vendor's cost proposal is divided by that vendor's final technical proposal score. This compares the cost with the quality of the technical proposal which will provide an average cost-per-quality point earned on the technical proposal. The recommended vendor will be the one that offers the lowest cost per quality point to ODM.

ODM 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 ODM view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODM at that time. Upon receipt of all last and best offers, ODM 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 Technical Proposal Score Sheet, Attachment C., for vendor selection purposes.

6.2 Review Process Caveats

ODM reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals or related 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 ODM, 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 ODM, but are at the sole discretion of ODM.

Should ODM determine a need for interviewing vendors prior to making a final selection, responses 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 ODM. 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 for that RFP.

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

6.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODM (or the Director's designee) the technically qualified vendor offering the proposal most advantageous to ODM, 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 scores, the proposal with the higher score in the technical proposal will prevail.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any 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 ODM;
 5. A statement as to the form of relief requested from ODM; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODM, if it is received by OCP, 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 **seventh (7th)** day after the issuance of formal letters sent to all responding vendors regarding ODM's intent to make the award. The date on these ODM 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 ODM if ODM determines that the protest raises issues significant to ODM's procurement system. An untimely protest is one received by OCP after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:

Deputy Director, Office of Contracts and Procurement
Ohio Department of Medicaid
50 West Town Street
Columbus, Ohio 43215

- 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 ODM determines that a delay will severely disadvantage ODM. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. OCP 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

ODM is under no obligation to issue a contract as a result of this or any solicitation if, in the opinion of ODM and the PRT, none of the proposals are responsive to the objectives and needs of ODM. ODM reserves the right to not select any vendor should ODM 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 ODM.

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODM 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, A. 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 ODM and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODM 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 OBM. The selected vendor will be notified by the ODM project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODM.**

8.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODM 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 ODM's 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 section 1333.61, in their proposals in response to any procurement efforts. ODM shall consider all proposals or similar responses voluntarily submitted to any ODM procurement document to be free of trade secrets, and such proposals if opened by ODM will, in their entirety, be made a part of the public record, and shall become the property of ODM.

Any proposal(s) received in response to any procurement effort and opened, reviewed by ODM are deemed to be public records pursuant to ORC section 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal submitted by vendors/applicants and any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODM procurement efforts which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

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 changes are subject to ODM 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 ODM 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 ODM, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to ORC sections 3119, 3121, 3123, and 3125. The contractor, and any subcontractor(s), must also agree to cooperate with ODM 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 ODM, 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 sections 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, B., Cost Proposal, of this RFP.

8.8 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:

- A. The subcontractor's legal status, federal tax ID number, and principal business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work the subcontractor will do;
- D. A commitment to do the work, if the vendor is selected;
- E. 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.

8.9 Public Release of Evaluations and/or Reports

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

8.10 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.

8.11 Key Personnel

ODM 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 ODM, and replacements will not be made without ODM approval.

8.12 Ethical & Conflict of Interest Requirements

- A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODM employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No contractor or individual, company or organization seeking a contract shall solicit any ODM employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of ODM 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 ORC section 102.04 is subject to termination of the contract or refusal by ODM to enter into a contract; and
- D. ODM employees and contractors who violate ORC sections 102.03, 102.04 2921.42 or 2921.43 may be prosecuted for criminal violations.

8.13 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODM, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 CFR 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 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 CFR 164.501 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 according to provisions within the contract for termination.

8.14 Waiver of Minor Proposal Errors

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

8.15 Proposal Clarifications

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

8.16 Contractual 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 ODM's contractual requirements.

8.17 Unresolved Findings for Recovery (ORC 9.24)

ORC section 9.24 prohibits ODM 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 ORC section 9.24 prior to the award of any contract arising out of this RFP, without notifying ODM of such finding. ODM will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODM 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.

8.18 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 ODM, such claims and a review of the background details may result in a rejection of the vendor's proposal. ODM will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor's performance of the work, and the best interests of ODM.

8.19 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) have 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 ODM. The decision by ODM 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 ODM.

8.20 Mandatory Disclosures of Work Location

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

8.21 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.

8.22 Prohibition Against Services Performed Outside the United States

All vendors seeking an award of an ODM contract must attest that no funds provided by ODM 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 ODM 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.**

8.23 Proposal Submissions as Public Record

Vendors will be required to attest in Attachment A., Section I., Item #15 that no information included in their proposal submission is confidential and/or a trade secret (as defined in Sections 3.3, 5.2, C., and 8.5 of the RFP) and may be posted in its entirety on the Internet for public viewing, or otherwise publicly released. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited information. The vendor affirms that it shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODM in any public records requests.

8.24 MBE Subcontracting Requirement

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

Create opportunity for Ohio certified MBE subcontractors only within an open market solicitation.

- a. Identification of Ohio certified MBE subcontractors.
 - i. Post-award - Ohio certified MBE subcontractors identified after award (*subcontractors still need to be approved by Agency*), and;
- b. The MBE must account for 15% of the proposed work.

Contractor shall indicate on all invoices submitted to ODM the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor's activities.

Contractor shall report its monetary payments to the MBE subcontractor under this Agreement monthly to the ODM Contract Manager.

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

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, A.*)**
- B. ODM 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, B.*)**
- E. Conflict of Interest Form (*To be completed and included after Attachment A*)**

Thank you for your interest in this project.

Attachment A

Attachment A consists of 2 distinct and different sections. Both sections must be completed and included in Tab 1 of the proposal.

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

1. ODM RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODM contract\grant.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative NAME and TITLE: Address: _____ E-Mail Address: _____ Phone #: _____ Fax #: _____	
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): Vendor Representative NAME and TITLE: Address: _____ E-Mail Address: _____ Phone #: _____ Fax #: _____	
8. Is this vendor an Ohio certified MBE? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach a copy of current certification to proposal\bid. (IF ODM 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.)	

9. Mandatory Vendor Certifications:

ODM 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 ODM 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:
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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:
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

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, 2011) through this fiscal year to date. Also include contracts approved for ODM 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 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 ODM Model Contract attached to the RFP/RLB, and if awarded a contract, I will not ____ (or) I will ____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODM. (If so, ODM will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODM approval.) (NOTE: Item 13 is not applicable and not required when the subject ODM 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 ODM for the performance of services and/or provision of goods covered in this proposal in response to the ODM RFP/RLB/other purchase opportunity is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

14. Location of Business Declaration: Vendors responding to any ODM 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 section 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 ODM CONTRACT.**

15. I _____, (vendor representative in Item # 7) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., 8.5, and 8.25 of the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. **The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODM in a public records request(s).**

Attachment A—Section II.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

**OHIO DEPARTMENT OF MEDICAID
CONTRACT FOR SERVICES**

C-1415-07-0000

RECITALS:

This Contract is entered into between the Ohio Department of Medicaid (ODM) and **Vendor Name** (CONTRACTOR).

- A. ODM issued a Request for Proposal (RFP) titled _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. The ODM proposal review team recommended for award the Proposal submitted by CONTRACTOR on [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 ODM.

ARTICLE I. PURPOSE; DELIVERABLES

- A. **INSERT LEGAL AUTHORITY IF AVAILABLE. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal.** The responsibilities (Deliverables) are summarized as follows:

INSERT DELIVERABLES

- B. The ODM Contract Manager is **ODM Contract Manager**.
- C. The ODM 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 ODM within ten business days after CONTRACTOR's receipt of the requests or instructions. ODM 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 ODM pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODM Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. **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 ODM, 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 ODM 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 ODM determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure. **IF THIS SECTION IS MODIFIED ALSO MODIFY ART. VI(A)**

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. ODM is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODM, CONTRACTOR agrees to, and by executing this Contract does, assign ODM all worldwide rights, title, and interest in and to the Deliverables. ODM acknowledges that 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 ODM and receive express written permission from ODM to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODM's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODM 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, ODM 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 ODM of or advertisement for CONTRACTOR.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from **Start Date** or upon issuance of an approved State of Ohio purchase order, whichever is later, through **End Date**, unless this Contract is suspended or terminated prior to the expiration date. **This Contract may be renewed through June 30, 2017, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODM. ODM will issue a notice to CONTRACTOR if ODM decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODM and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODM Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODM will pay an amount up to **SFY1 AMT** Dollars (**\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables. 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.

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 ODM Contract Manager for approval prior to submitting a claim for reimbursement.

- B. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached].**

- C. CONTRACTOR will submit detailed invoices on a _____ basis to one of the following with a copy to the Contract Manager:

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

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

Fax: 614.485.1039

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

1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 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; and
 5. Description of Deliverables performed during the billing period.
- D. CONTRACTOR expressly understands that ODM will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODM 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 of this Contract.
- E. CONTRACTOR expressly understands that ODM 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 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. 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 ODM for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.
- G. CONTRACTOR and ODM 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 will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, 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 90 calendar days written notice to the other party. Upon 30 calendar days written notice to CONTRACTOR, ODM may suspend this Contract at ODM's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODM may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:

1. ODM loses funding as described in ARTICLE III;
 2. ODM discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE IX.
- D. Unless provided for in Sections A, B and C of this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODM that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODM may immediately suspend or terminate this Contract. ODM may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODM has notified CONTRACTOR three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODM may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODM, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODM 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 ODM, 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;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract; and
 5. Perform any other tasks ODM requires.
- F. In the event of suspension or termination under this Article, ODM 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, ODM will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODM. ODM will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODM 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 C, ODM will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODM and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODM 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 ODM would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODM 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, ODM reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODM of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODM or 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 ODM will not be effective unless it is in writing signed by the ODM Director.

ARTICLE V. NOTICES

- A. ODM 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 ODM Contract Manager.
- B. Notices to ODM 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 ODM Chief Legal Counsel, Office of Chief Legal, 50 W. Town Street, 4th Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODM 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 this Contract.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE 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 subcontracts 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 ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. 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 ODM determines that certain materials are confidential under federal or state law.
- B. All ODM information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODM will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODM provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract 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 ODM. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODM 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. For audit purposes only, all records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a

minimum of three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit 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, unless otherwise directed below in ARTICLE VII, Section E. 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. All records relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **[INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR agrees to retain all records in accordance to any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODM, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) 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 in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODM and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODM 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 ODM. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODM Contract Manager at least ten business days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the 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 Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
 - 1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

2. Specific Definitions.

- a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
- b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
- d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
- e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.

B. CONTRACTOR acknowledges that ODM is a Covered Entity under HIPAA. CONTRACTOR further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:

1. **Permitted Uses and Disclosures.** CONTRACTOR 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 will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
3. **Reporting of Disclosures.** CONTRACTOR agrees to promptly report to ODM any any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law. , including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident the CONTRACTOR has knowledge of or reasonably should have knowledge of under the circumstances.
4. **Mitigation Procedures.** CONTRACTOR agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. CONTRACTOR will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.
5. **Incidental Costs.** CONTRACTOR shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which CONTRACTOR has knowledge which are directly caused by the use or disclosure of protected health information by CONTRACTOR in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
6. **Agents and Subcontractors.** CONTRACTOR, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of CONTRACTOR and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to CONTRACTOR with respect to the use or disclosure of PHI.

7. **Accessibility of Information.** CONTRACTOR will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** CONTRACTOR shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that CONTRACTOR receives a request for amendment directly from the individual, agent, or subcontractor CONTRACTOR will notify ODM prior to making any such amendment(s). CONTRACTOR's authority to amend information is explicitly limited to information created by CONTRACTOR.
9. **Accounting for Disclosure.** CONTRACTOR shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of Department.** When CONTRACTOR is to carry out an obligation of ODM under Subpart E of 45 CFR 164, CONTRACTOR agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** CONTRACTOR shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of CONTRACTOR's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, CONTRACTOR will return to ODM or destroy all PHI in CONTRACTOR's possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If CONTRACTOR, its agent(s), or subcontractor(s) destroy any PHI, then CONTRACTOR will provide to ODM documentation evidencing such destruction. Any PHI retained by CONTRACTOR will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Agreement.

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 ODM relied in entering into this Contract:

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM will consider this Contract *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 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 years preceding this Contract 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 ODM 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 unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals 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.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM 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. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section 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 and Conflicts of Interest Laws.**

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. 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 or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. CONTRACTOR agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. 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 ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODM determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODM 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 Dollars (\$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.

5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODM 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.

6. **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 18.

7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors 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.
8. **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.
9. **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. Likewise, **CONTRACTOR** agrees to require any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors whenever possible.
- [9. **MBE/EDGE.** Pursuant to ORC 125.081, ODM is required to set aside opportunities for Minority Business Enterprise (MBE) vendors. In furtherance of this requirement, **CONTRACTOR** agrees to purchase at least ____% of goods and services under this Contract from Ohio certified MBE vendors as a set aside opportunity for MBE vendors. **CONTRACTOR** will provide monthly reports to ODM and to the Ohio Department of Administrative Services verifying expenditures to MBE vendors.]
10. **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 ODM 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:** ODM 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 ODM all funds paid for those services.

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

11. **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 ODM 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. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODM is required to provide individuals and business entities with fewer than five employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODM has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than five employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than five employees, please complete page 3 of Attachment A.
- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR 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 VIII above ("Business Associate Requirements Under HIPAA"), and/or any other type of claim that arises from the performance of the Deliverables under this Agreement. CONTRACTOR's sole and exclusive remedy for any ODM failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODM be liable for any indirect or consequential damages, including loss of profits, even if ODM knew or should have known of the possibility of such damages. To the extent that ODM is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, CONTRACTOR agrees to defend ODM against any such claims or legal actions if called upon by ODM to do so.
- 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 ODM, any official or employee of ODM acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODM will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODM may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODM, any official or employee of ODM in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODM 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 ODM 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, ODM or the State of Ohio may, but is not obligated to, pay those claims and

charge the amount of payment against the funds due or to become due to 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 ODM in its discretion.
- F. **Counterpart.** This Contract may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE 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.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO DEPARTMENT OF MEDICAID
CONTRACT FOR SERVICES**

SIGNATURE PAGE

C-1415-07-0000

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF MEDICAID.

Vendor Name

Ohio Department of Medicaid

Authorized Signature (Blue Ink Please)

John B. McCarthy, Director

Printed Name

Date

50 West Town Street
Columbus, Ohio 43215

Date

Address

Address

City, State, Zip

City, State, Zip

Attachment C
ODM-1516-9003
Technical Proposal Score Sheet

Phase I: Initial Qualifying Criteria

Vendor Name: _____

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, fully signed where applicable by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2. A.		
4	The Technical Proposal demonstrates that the vendor or subcontracted staff have a minimum of seven (7) years’ experience with Medicaid 1115 and 1915 waivers, including designing, developing, and implementing these waivers.	3.1. A		
5	The Technical Proposal demonstrates that the vendor or subcontracted staff have a minimum of seven (7) years’ experience in the design of: <ul style="list-style-type: none"> • Medicaid delivery system transformation and improvement, specifically including integrated care models, case management models, and care delivery innovation; • Medicaid payment system transformation and improvement; • Medicaid long-term care initiatives, including eligibility criteria and processes, delivery systems and methods, and payment systems 	3.1. B		
6	The Technical Proposal demonstrates that the vendor or subcontracted staff have a minimum of seven (7) years’ experience in the development and implementation of: <ul style="list-style-type: none"> • Medicaid delivery system transformation and improvement, specifically including integrated care models, case management models, and care delivery innovation; • Medicaid payment system transformation and improvement; • New Medicaid eligibility groups, including eligibility criteria and processes; and • Medicaid long-term care initiatives, including delivery systems and methods and payment systems. 	3.1. C		
7	The Technical Proposal includes a minimum of three (3) references for which the vendor or subcontracted staff has successfully provided services/projects comparable in scope to the requirements of this RFP and these references relate to work that was completed within the past five (5) years.	3.1. D		
8	The Technical Proposal demonstrates that the vendor meets the Minority Business Enterprise Subcontracting requirement.	3.1. E		

Has the vendor proposed any changes to the ODM model contract attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on a vendor’s / applicant’s proposal score. However, any such requested changes must be approved by ODM either as requested or following a process of negotiation. At the sole discretion of ODM, any proposed changes to the ODM model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODM) in the execution of a contract may result in the disqualification of the vendor and its proposal. See Section 6.2, Review Process Caveats, and Section 8.6, Contractual Requirements of the RFP for more details on this situation.	Yes; changes Proposed?	No Changes proposed?
If changes were proposed by this vendor, are those changes such that ODM disqualifies the vendor?	Disqualified	NOT Disqualified

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODM’s Chief Strategy Office. 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:

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

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 ODM expectations. **Score: 10**

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 **883** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **1150** 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	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
MANDATORY VENDOR QUALIFICATIONS							
1	The Technical Proposal demonstrates that the vendor or subcontracted staff have a minimum of seven (7) years’ experience with Medicaid 1115 and 1915 waivers, including designing, developing, and implementing these waivers.	3.1. A	2				
2	The Technical Proposal demonstrates that the vendor or subcontracted staff have a minimum of seven (7) years’ experience in the design of: Medicaid delivery system transformation and improvement, specifically including integrated care models, case management models, and care delivery innovation; Medicaid payment system transformation and improvement; Medicaid long-term care initiatives, including eligibility criteria and processes, delivery systems and methods, and payment systems	3.1. B	2				
3	The Technical Proposal demonstrates that the vendor or subcontracted staff have a minimum of seven (7) years’ experience in the development and implementation of: Medicaid delivery system transformation and improvement, specifically including integrated care models, case management models, and care delivery innovation; Medicaid payment system transformation and improvement; New Medicaid eligibility groups, including eligibility criteria and processes; and Medicaid long-term care initiatives, including delivery systems and methods and payment systems.	3.1. C	2				

Item #	EVALUATION CRITERIA	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10
4	The Technical Proposal includes a minimum of three (3) references for which the vendor or subcontracted staff has successfully provided services/projects comparable in scope to the requirements of this RFP and these references relate to work that was completed within the past five (5) years.	3.1. D	1				
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
5	The Technical proposal demonstrates experience relevant to the initiatives described in this RFP by providing relevant information about the background of the firm, including any subcontractors who would perform work under any contract resulting from this RFP.	3.2. A	1				
6	The Technical Proposal includes samples (excerpts and/or Executive Summaries acceptable) of at least two, but no more than four, projects completed in the past five (5) years that demonstrate skill and expertise in designing and implementing Medicaid projects and initiatives reflecting the strategies and objectives listed in Sections 1.3 and 1.4.	3.2. B	1				
7	The Technical Proposal demonstrates knowledge of and experience in Medicaid and familiarity with and experience in the practical application of the laws and regulations impacting its operations, including relevant portions of the Social Security Act. Vendor's summaries demonstrate sufficient knowledge and experience in Medicaid laws and regulations, including the application of federal and state laws to Ohio's Medicaid program, to meet ODM's needs.	3.2. C	2				
8	The Technical Proposal includes names and contact information for at least three entities for which the vendor has performed similar large scale projects in the past five (5) years.	3.2. D	1				
STAFF EXPERIENCE & CAPABILITIES							
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. The job description for each position listed below is explained in full detail within the RFP at the Section reference stated for each criteria.							
9	The vendor has identified at least one Lead Medicaid Healthcare Business Expert.	3.3.A	3				
10	The vendor has identified at least one Medicaid Healthcare Business Manager.	3.3.B (1)	3				
11	The vendor has identified at least two Regulatory Analysts.	3.3.B (2)	2				
12	The vendor has identified at least two Financial and Budget Analysts.	3.3.B (3)	2				
13	The vendor has identified at least two Medicaid Program Specialists.	3.3.B (4)	2				
14	The vendor has identified at least one Junior Financial and Budget Analyst.	3.3.C (1)	1				
15	The vendor has identified at least one Junior Medicaid Program Specialist.	3.3.C (2)	1				
16	The vendor has identified at least one Medicaid Program Researcher.	3.3.C (3)	1				
17	The vendor has identified at least one Medicaid Program Evaluator.	3.3.C (4)	1				
18	The vendor has identified at least one Junior Medicaid Program Evaluator.	3.3.C (5)	1				

Item #	EVALUATION CRITERIA	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10
SCOPE OF WORK							
The vendor's technical proposal should fully address each item as stated in Section 4.1 Scope of Work.							
19	Financial analysis, modeling, and reimbursement system development and modification - designing, developing and implementing of health, long-term care and eligibility reform initiatives, including program financing and funding strategies and reimbursement and rate setting.	4.1(1)	6				
20	Waiver construction, modification, and implementation, including waivers referred to as Section 1915 and 1115 waivers – constructing and drafting 1915 or 1115 waivers (or similar documents such as a proposal for a cooperative agreement with CMMI) that integrate the results of regulatory and financial analyses, modifying the amendment as needed or requested, and assisting ODM with implementation of approved waivers.	4.1(2)	6				
21	Regulatory analysis - evaluating, planning, negotiating and implementing modernized, streamlined approaches to service eligibility, including opportunities afforded by state and federal regulatory changes to Health Care coverage, including but not limited to existing and new regulations at Title XIX and Title XXI of the Social Security Act.	4.1(3)	6				
22	Federal and Stakeholder negotiation – advising ODM on anticipated federal or stakeholder strategies and potential responses, guiding negotiations with CMS, CMMI, or other federal or state stakeholders.	4.1(4)	6				
23	Program and policy development and modeling – designing, developing and implementing health, long term care and eligibility reform initiatives which integrate revisions to some or all of the following: Medicaid eligibility criteria, benefit packages, delivery systems, and reimbursement methodologies which integrate revisions to some or all of the following: Medicaid eligibility criteria, benefit packages, delivery systems, and reimbursement methodologies.	4.1(5)	6				
24	Other activities in support of successful, transformational program redesign.	4.1(6)	2				
ADMIN. STRUCTURES—PROPOSED WORK PLAN							
25	The vendor has described how the vendor's services will help ODM achieve the key objectives stated in Sections 1.3 and 1.4.	4.2.A	4				
Describe the vendor's technical approach to the work, including processes and methods for each of the following;							
26	Research and analysis.	4.2. B(a)	1				
27	Waiver development, design, and drafting.	4.2. B(b)	1				
28	Presenting ideas for ODM consideration.	4.2. B(c)	1				
29	Assigning work to staff, overseeing the work, and delivering the results to ODM.	4.2. B(d)	1				
30	Providing status reports and analyses at least monthly, annually, and upon request.	4.2. B(e)	1				
31	Determining and reporting that work has been completed.	4.2. B (f)	1				
32	Resolution of unanticipated problems; and;	4.2. B(g)	1				

Item #	EVALUATION CRITERIA	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10
33	Invoicing ODM and resolving billing disputes.	4.2. B(h)	1				
34	Vendor has described a process for submitting an “impact analysis” as described in Section 4.2.C.	4.2 C	2				
35	Vendor has provided a status reporting procedure for reporting work completed and resolution of unanticipated problems.	4.2 D	2				
36	Vendor has proposed a Table or Organization (including subcontractors); a process for proposing substitute or replacement staff for ODM’s approval; and a process for ensuring that they can start working (and replace or add staff) within two weeks.	4.2 E	2				
37	Vendor has provided a Business Continuity Plan. The plan should clearly outline how the vendor will continue to provide the services that are expected to be a result of the procurement in the event of a disaster or other unexpected break in services.	4.2 F	2				
SPECIFICATIONS OF DELIVERABLES							
The vendors proposed work plan should fully address each item as stated in Section 4.3 Specifications of Deliverables. For each work area, the Technical Proposal includes samples of high-quality, relevant work performed by the vendor or a subcontractor. Each of the items will be evaluated below. For a complete explanation of the criteria please refer to the specific RFP section as referenced.							
38	Financial analysis, modeling, and reimbursement process development and modification;	4.3(A)	6				
39	Waiver construction, modification, and implementation;	4.3(B)	6				
40	Does the vendors’ proposed work plan clearly indicate how it will meet Deliverable C Regulatory Analysis?	4.3(C)	6				
41	Federal and Stakeholder Negotiations;	4.3(D)	6				
42	Program Development and Modeling;	4.3(E)	6				
43	<p>Does the vendors’ proposed work plan clearly indicate how it will meet these additional activities if they are requested and required as the vendor carries out any deliverables as referred to in this RFP:</p> <ul style="list-style-type: none"> Data analysis to support systems redesign Data analysis or regulatory analysis to defend legal challenges Written reports/summaries for all research performed Attend, facilitate and participate in ODM meetings, forums, presentations, negotiations and other events in Ohio as required by ODM Liaison activity with CMS and HHS 	4.4(F)	4				
TRADE SECRET INFORMATION							
44	The review team in its comprehensive review of the vendor’s proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP [A “no” response will disqualify the vendor’s proposal and will not advance to the consideration of the vendor’s Cost Proposal.]	5.2 C 8.5			YES	NO	
45	The review team in its comprehensive review of the vendor’s proposal has determined that the proposal was free of personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor staff on resumes or any other part of the	5.2 C			YES	NO	

Item #	EVALUATION CRITERIA	RFP Sec. Ref	Weight	Does not Meet 0	Partially Meets 6	Meets 8	Exceeds 10
	proposal package. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]						
Column Subtotal of "Partially Meets" points							
Column Subtotal of " Meets" points							
Column Subtotal of "Exceeds" points							
TOTAL SCORE:							

Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 883 points.)

Yes _____ No _____ (If "No," Vendor's Cost Proposal will not be opened and the Vendor's Technical Proposal will not be evaluated for the further considerations listed below.)

Attachment D
RFP: ODM15169003
Cost Proposal Form

Instructions:

Vendors are to complete the Cost Proposal Form, sign it, and submit with 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 1.4, an hourly rate for each key staff listed in section 3.3. 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. ODM encourages vendors to provide rates that are reasonable and necessary to complete the objectives of the contract.

As stated in the RFP, ODM is seeking to contract with a vendor to perform program and financial modeling services, assist ODM in the implementation of various budget initiatives and provide support with current work activities for State Fiscal Years (SFYs) 2016-2017, with the option to renew for up to two additional years (SFYs 2018-2019).

Vendor Cost Proposal

The vendor's Cost Proposal must include, for each position listed in section 3.3, an hourly rate for each position 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. For example, if the Medicaid Healthcare Business Manager were to conduct financial analysis, the vendor would bill at the Medicaid Financial and Budget Analyst 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 ODM 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 ODM 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 ODM 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

ODM 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 ODM based on the selected vendor's proposed and accepted prices for the vendor's direct staff and the best estimation possible by ODM 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 ODM 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 ODM contract. All subcontracts must be maintained for the duration of the selected vendor's contract with ODM.

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 ODM through a process determined by ODM.

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 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: ODM15169003
Cost Proposal Form**

Vendor Name: _____

State Fiscal Year 2016

(A) Staff Titles	(B) Estimated number of Hours	(C) Hourly Rate	(D) Aggregate Amount (B multiplied by C)	(Insert an "x" where applicable)	
				(E) In-House	(F) Subcontracted Services
Lead Medicaid Healthcare Business Expert	450				
Medicaid Healthcare Business Manager	300				
Medicaid Regulatory Analyst	200				
Financial and Budget Analyst	1800				
Medicaid Program Specialist	1250				
Junior Financial and Budget Analyst	1500				
Junior Medicaid Program Specialist	650				
Medicaid Program Researcher	1100				
Medicaid Program Evaluator	1700				
Junior Medicaid Program Evaluator	1300				
Total	10,250				

State Fiscal Year 2017

(A) Staff Titles	(B) Estimated number of Hours	(C) Hourly Rate	(D) Aggregate Amount (B multiplied by C)	(Insert an "x" where applicable)	
				(E) In-House	(F) Subcontracted Services
Lead Medicaid Healthcare Business Expert	450				
Medicaid Healthcare Business Manager	300				
Medicaid Regulatory Analyst	200				
Financial and Budget Analyst	1800				
Medicaid Program Specialist	1250				
Junior Financial and Budget Analyst	1500				
Junior Medicaid Program Specialist	650				
Medicaid Program Researcher	1100				
Medicaid Program Evaluator	1700				
Junior Medicaid Program Evaluator	1300				
Total	10,250				

State Fiscal Year 2018

(A) Staff Titles	(B) Estimated number of Hours	(C) Hourly Rate	(D) Aggregate Amount (B multiplied by C)	Insert an "x" where applicable)	
				(E) In-House	(F) Subcontracted Services
Lead Medicaid Healthcare Business Expert	450				
Medicaid Healthcare Business Manager	300				
Medicaid Regulatory Analyst	200				
Financial and Budget Analyst	1800				
Medicaid Program Specialist	1250				
Junior Financial and Budget Analyst	1500				
Junior Medicaid Program Specialist	650				
Medicaid Program Researcher	1100				
Medicaid Program Evaluator	1700				
Junior Medicaid Program Evaluator	1300				
Total	10,250				

State Fiscal Year 2019

(A) Staff Titles	(B) Estimated number of Hours	(C) Hourly Rate	(D) Aggregate Amount (B multiplied by C)	Insert an "x" where applicable)	
				(E) In-House	(F) Subcontracted Services
Lead Medicaid Healthcare Business Expert	450				
Medicaid Healthcare Business Manager	300				
Medicaid Regulatory Analyst	200				
Financial and Budget Analyst	1800				
Medicaid Program Specialist	1250				
Junior Financial and Budget Analyst	1500				
Junior Medicaid Program Specialist	650				
Medicaid Program Researcher	1100				
Medicaid Program Evaluator	1700				
Junior Medicaid Program Evaluator	1300				
Total	10,250				

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

**Attachment E
Conflict of Interest**

This Conflict of Interest form should indicate if the owners of the company, or anyone involved in the preparation of the response to the RFP or anyone that will be working on the project has been employed with the Department of Medicaid (ODM) in the last **twelve months**. If so please list the former employees' names and previous dates of employment with the agency below.

_____ There are no current employees that meet the 12 month period.

_____ Our Company does employ former ODM employees that meet the 12 month criteria, and have listed them below.

Name:

Dates of ODM Employment:

If more space is needed please add a separate sheet.

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Printed Name: _____

Title: _____

Date: _____

Failure to complete and return this form could result in a disqualification from consideration of award of the contract.