Ohio | Department of Medicaid

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

December 4, 2015

Dear Vendor:

This letter is to announce the release of the Ohio Department of Medicaid's (ODM) Request for Proposals (RFP), ODMR16171011 to identify a vendor to establish a contract for the recovery of third-party resources. A "third-party" is any individual, entity or program that is or may be liable to pay all or part of the expenditures for medical assistance furnished under Medicaid. It includes any health insurer, individual, entity, or public or private program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of an applicant or recipient. It also includes an insurer, entity, or program that would have been obligated to pay for a service, even though insurer, entity, or program limits or excludes payments in the case of an individual who is eligible for Medicaid. Third-party does not include the Ohio Department of Health's (ODH) program for medically handicapped children. Proposals must clearly demonstrate the vendor's ability to provide services as described in this RFP.

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 following 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)

Heather Sullivan
Deputy Legal Counsel
Office of Contracts and Procurement

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

An Equal Opportunity Employer and Service Provider

Third Party Liability Services

ODMR-1617-1011

The Ohio Department of Medicaid

Third Party Liability Services
ODMR-1617-1011

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OHIO DEPARTMENT OF MEDICAID REQUEST FOR PROPOSALS (RFP):

Third Party Liability Services

ODMR-1617-1011

SECTION I. PURPOSE AND OVERVIEW

1.1 Purpose

The Ohio Department of Medicaid (ODM) releases this Request for Proposals (RFP) to identify a vendor to establish a contract for the recovery of third-party resources. A "third-party" is any individual, entity or program that is, or may be, liable to pay all or part of the expenditures for medical assistance furnished under Medicaid. It includes any health insurer, individual, entity, or public or private program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of an applicant or recipient. It also includes an insurer, entity, or program that would have been obligated to pay for a service, even though insurer, entity, or program limits or excludes payments in the case of an individual who is eligible for Medicaid. Third-party does not include the Ohio Department of Health's (ODH) program for medically handicapped children. The following are examples of a third-party:

1. Medicare;

2. Health insurance policies, including indemnity and supplemental insurance; casualty coverage, including part or whole of a tort settlement, compromise, action, claim, or any court award judgement;

3. Medical coverage included in conjunction with other benefit or compensation programs, including military and veteran programs, worker's compensation, child support enforcement, etc.; and

4. Liability for medical expenses as agreed upon or ordered in negligence suits, support settlements, trust funds, etc.

The Code of Federal Regulations (CFR) Title 42 Sections 433.135 to 433.154 and Sections 5160.37 and 5160.38, in addition to Sections 5160.35 and 5160.39 to 5160.45, of the Ohio Revised Code (ORC) govern the recovery of third-party resources in Ohio. The vendor chosen through this RFP process will be responsible for: 1) Identifying third-party revenues; 2) Determining what Ohio Medicaid Program (Medicaid) expenditures will be investigated for third-party liability; 3) Assuring that third-party payers do not inappropriately shift costs to Medicaid; 4) Recovering Medicaid expenditures; and 5) Transferring third-party information to the ODM third-party liability database. ODM seeks vendors with practical experience and success in third-party recovery methods and operations that know relevant federal and state regulations, and that possess the technological skills to build and maintain an information database compatible with ODM's Medicaid Information Technology System (MITS).

1.2 Background

The mission of ODM is to develop and oversee programs that provide accessible and cost effective health care coverage for Ohioans by promoting personal responsibility and choice through transformative and coordinated quality care. ODM is the state agency responsible for administration of the Medicaid program, a medical assistance program established by Title XIX of the Social Security Amendments Act of 1965. In accordance with the Federal Medicaid State Fiscal Administration requirements set forth in 42 CFR 433.135 through 433.154, ODM has established a third-party recovery unit to identify any individual or entity that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Medicaid applicant or recipient.

ODM started practicing Third-Party Liability (TPL) identification and recovery in the mid-seventies. With the introduction of Medicaid Management Information System (MMIS) in 1986, electronic cost avoidance of Medicaid claims became possible. In 1987, ODM engaged a vendor to maximize pay-and-chase recoveries for health insurance providers. Later, ODM awarded a contract for all ODM health insurance recovery efforts and contracted out casualty recovery efforts. In 2011 ODM implemented MITS which has replaced MMIS.

In State Fiscal Year (SFY) 2015, Ohio's Medicaid population was approximately 3.1 million consumers. Medicaid spent more than 14 billion dollars and processed more than 50 million claims to deliver primary, acute and long-term care services to this population. Medicaid pays providers, mostly hospitals and nursing facilities, using a fee-for-service payment to an eligible enrolled health care provider or through a capitated rate to a Medicaid contracted managed care plan (MCP).

1.3 Overview of the Project

By law, Medicaid is the payer of last resort; as such, all other available third-party resources must meet their legal obligation to pay claims before Medicaid pays for the care of an eligible individual. As a condition for participating in Medicaid, an individual must assign his or her right to any third-party payment for the cost of medical assistance paid on behalf of the individual to ODM. In turn, ODM is required to take all reasonable steps to find out the legal liability of third-parties to pay for the care and services Medicaid may provide.

Once ODM has determined that a potentially liable third-party exists, it must "cost avoid" or "pay and chase" the claim. "Cost avoidance" requires the provider of services to bill and collect from liable third parties before seeking payment from Medicaid. "Pay and chase" occurs when Medicaid pays the claim and then attempts to recover from a liable third-party. If Medicaid is identified as a potentially liable secondary payer in either of the above processes, "payment coordination" may occur, which refers to coordinating the payments from Medicaid and other liable payers.

When a recipient or participant brings an action or claim against a third-party, any settlement or compromise of the action or claim, or any court award or judgment, is subject to recovery by ODM. Generally, ODM's claim cannot exceed the amount of medical expenses paid by it on behalf of the recipient or participant. ODM's claim can exceed the amount of medical expenses paid by it on behalf

of the recipient or participant, however, when a MCP provides the care, ODM may enforce its right of recovery even though a settlement, compromise, judgment, or award expressly excludes the cost of medical services or care.

The TPL Master File is a file composed of populated third-party information provided to ODM from county agencies, providers, consumers, employers, insurance companies, courts and attorneys. The TPL Master File currently contains records for approximately 2.6 million records. County agencies are the primary source of TPL health insurance information via the submission to ODM of the *ODM 6612 Health Insurance Information Form*. ODM receives an average of 400 *ODM 6612 Health Insurance Information Form*s per week electronically or via mail. ODM transfers the information in the forms to the TPL Master File for cost avoidance. In addition to the TPL Master File, ODM maintains a Carrier Text File, which has address information for approximately 7,000 health insurance companies.

ODM matches Medicaid claims submitted through MITS against the TPL Master File. ODM also conducts data matches with Medicare and insurance companies that share eligibility files. When a TPL record is found, Medicaid does not pay ("cost avoids") the claim and notifies the provider to bill the appropriate insurance company instead of ODM.

ODM also seeks recovery in casualty/injury cases by monitoring worker's compensation, malpractice settlements, assault restitution and trauma code edits. ODM gets leads on these cases from attorneys, insurance companies, MCPs, Medicaid consumers, Medicaid providers, other state agencies, and via the ODM 6613 Accident/Injury Insurance Form, which is submitted by county agencies. Casualty/injury leads currently average about 75 - 100 cases per week.

In addition, ODM produces a trauma code report for review for potential recovery. In the report, ODM identifies medical expenses related to a specific injury/accident through analyst review of a paid-claims-history listing. ODM then submits specific related claims and a summary Statement of Aid Paid (SOAP) to the insurer or attorney by certified mail. ODM refers cases with questions about liability or that require court representation to the Ohio Attorney General for resolution. At the end of 2014, ODM had about 28,000 open casualty/injury cases and had made 500 referrals to the Ohio Attorney General's Office (OAG).

1.4 Objectives of the Project

ODM seeks the services of a TPL vendor to meet the following objectives:

1. Meet and fulfill all federally mandated and state required actions regarding TPL, including, but not limited to, CFR Title 42, Volume 3 and the Deficit Reduction Act of 2005.

2. Ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) when conducting TPL and recovery actions. HIPAA regulations are found in CFR Title 45, Parts 160 and 164.

3. Secure new agreements and sustain existing agreements with government agencies and private companies for the execution of exchanges of data to determine the legal liability of third-parties as required in CFR Title 42, Volume 3.

4. Investigate diagnosis and trauma code edits to determine the legal liability of third-parties as required in CFR Title 42, Volume 3.

5. Augment and substantiate data for an effective and valid cost avoidance process as required in CFR Title 42, Volume 3 and Sections 5160.35 to 5160.48 of the O.R.C

6. Exercise the state's right of recovery in accordance with Sections 5160.37 and 5160.38 of the ORC to the limit of legal liability for all post payment recoupments of Medicaid expenditures.

7. Preserve fiscal integrity in the administration of all third-party liability activities and provide comprehensive statements of accounts of all receivables and payables.

8. Provide detailed reports of all third-party liability activities to the ODM.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
December 4, 2015	ODM releases RFP on ODM and Department of Administrative Services Websites; Question & Answer (Q&A) period begins. - RFP becomes active; vendors may submit inquiries for RFP clarification.
January 5, 2016	Vendor Q&A period for vendor questions closes, 8 a.m. **- No further inquiries for RFP clarification will be accepted.**
3:00 P.M. March 4, 2016	**Deadline for vendors to submit proposals to ODM (3 p.m.).** - This is the beginning the ODM process of proposal review. **LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.**
March 24, 2016	ODM issues contract award notification letter (estimated). **- Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.**
TBD	Controlling Board review of contract (*estimated—if applicable*). **- Contract with the selected vendor may require review and approval.**

July 1, 2017	Implementation (estimated–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.**
July 01, 2019 through June 30, 2023	Possible contract renewal periods.

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.

In accordance with 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 (PO). 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 PO approval date. The ODM contract manager will notify the selected vendor when the requirements of ORC 126.07 have been met.

Subject to Controlling Board approval, the contract period is expected to run from approximately July 1, 2017 through June 30, 2019, with the possibility for a renewal contract that would be in effect through June 30, 2023, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

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 II, Anticipated Procurement Timetable. To ask a question, potential vendors must use the following Internet process:

1. Access the ODM Web Page at http://medicaid.ohio.gov;
2. Go to the "Resources" tab and select "Legal and Contracts";
3. Select "RFPs", under "Current Opportunities", select the appropriate posting;
4. Provides access to the posting on the DAS website;
5. Select the "Submit Inquiry" option button; and
6. Provide requested information and submit question.

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.

Note: If vendors experience technical difficulties accessing the RFP and its related documents, 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 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 ODM/DAS websites.*

5. Any Public Record Request (PPR) 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

Interested vendors may find additional information about this project in 42 CFR 433.135 through 433.154, Sections 5160 through 5160.49 of the ORC, Rules 5160.19 and 5160-1-08 of the OAC, and Section 2080.16 of the State Medicaid Manual.

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

3.1 Mandatory Vendor Qualifications

Vendor's proposals must address **ALL** the following minimum qualifications as well as **ALL** organizational and staff experience and capabilities to be considered for a contract under this RFP:

1. Three (3) years' experience performing third-party liability activities for local, state, or federal operations that administer a public health program.

2. Three (3) years' experience in securing agreements and performing data exchanges of eligibility or claim information with government or private companies.

3. Three (3) years' experience in making determinations of private and commercial insurance policy plans, types of coverage and benefit verifications.

4. Three (3) years' experience in third-party liability investigations, case tracking, benefit pursuit and funds recovery.

5. Three (3) years' experience participating in legal settlements, compromises, judgments or awards.

6. Three (3) years' experience in collecting and correlating third-party liability recovery information and providing detailed reports of findings.

7. Partnership with an Ohio certified Minority Business Enterprise (MBE) as outlined in Section 8.24 of this RFP, requiring a minimum of 15% of the contract to be set aside to a MBE vendor. Vendors that fail to provide written documentation of how this requirement has been met, including letters from Ohio certified MBE vendors indicating their role in the project and their intention to partner with the vendor should a contract be awarded, will be disqualified from further consideration.

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

3.2 Organizational Experience and Capabilities

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

1. Information on the background of the firm and any prior experience relevant to this RFP.

2. Samples (or descriptions) of at least two (2), but no more than four (4), similar sized projects completed in the past three (3) years that demonstrate expertise in third-party liability recovery.

3. Names and contact information for at least three (3) entities for which it has performed similar large scale projects in the past three (3) years.

4. Knowledge of health maintenance organizations' or MCPs' structures and methodologies (vendor's proposals must provide a description).

5. Knowledge of cost avoidance concepts and processes (vendor's proposals must provide a description).

6. Knowledge of banking policies and procedures, electronic funds transfers (EFTs) and fiscal reporting (vendor's proposals must provide a description).

3.3 Staff Experience and Capabilities

The vendor proposal is to demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and curriculum vitae. The vendor must, at minimum:

1. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a Project Manager and Office Manager).

2. Include resume(s), education, experience, and list of related published works of the Project Manager and all key personnel for this project (including any subcontractors), and specifically list their qualifications and experience (in the areas described in Section II, Scope of Work and Specifications of Deliverables of this RFP-see Section 4.3) of key staff expected to work on the project.

Ensure key staff have at least an associate or higher degree in a field of study appropriate to their role in the project (e.g., a health care degree for the Project Manager and a business administration-related degree for the Office Manager). ODM will evaluate proposals based on the education and experience of key personnel assigned to carry out the project.

The selected vendor must hire a Project Manager (a designated key staff person) to liaise between the vendor and ODM. The Project Manager must have the following minimum qualifications:

Five (5) years' experience in the management and administration of third-party liability and cost avoidance projects;

Five (5) years' experience in working with Medicaid and Medicare policies and procedures;

Five (5) years' experience in the use of computer programs and software, data entry, data exchange, database creation, claims processing, spreadsheet creation, graph and table formats, templates and reporting functions;

Five (5) years' experience in making determinations regarding private and commercial insurance company policies and verifying benefits;

Five (5) years' experience working with tort action lawsuits, liens, compromises and settlements; and

Working knowledge of medical terminology, legal terminology, and managed care policies.

The selected vendor must hire an Office Manager (a designated key staff person) to supervise staff employed by the vendor that perform daily casualty recovery actions. The Office Manager must have the following minimum qualifications:

Five (5) years' experience in office management;

Five (5) years' experience in supervision of a staff consisting of four (4) or more employees;

Five (5) years' experience in medical benefit recovery field;

Five (5) years' experience in the use of computer programs and software in office correspondence and reporting; and

Working knowledge of medical and legal terminology.

ODM must approve any replacement of the Project Manager, Office Manager, or other key staff members (as designated by ODM) who carry out the project. ODM reserves the right to disapprove a key staff member's replacement if it determines the minimum education and experience requirements are not met.

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

ODM offers this contingency-fee contract for the identification and recovery of identified third-party resources, which resources do not include credit balances resulting from overpayments other than third party liability or estate recovery cases.

4.2 Administrative Structures—Proposed Work Plan

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

1. State the key objectives of the proposed project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP];

2. Provide a technical approach and work plan to be implemented. This includes a proposed timeline for the project;

3. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;

4. Provide a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project; and

5. Provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors).

6. Provide the vendor's 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 selected 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 selected vendor shall provide the following services, which shall include, but are not limited to, the following areas:

1. Meet all the requirements in section 4.22 of Ohio's Medicaid State Plan (Plan), which may be found at: http://www.medicaid.ohio.gov/MEDICAID101/MedicaidStatePlan.aspx#62467-40-general-program-administration. The vendor must fulfill the functions mandated by the federal government and the State of Ohio requirements to meet its TPL recovery obligations. These functions include identifying third-parties liable for payment of services under the Plan, payment of claims involving third-parties, assignment of rights to benefits, cooperation with entities to obtain medical support or payments, and cooperation in identifying and providing information to assist ODM to pursue liable third-parties.

2. Comply with the standards of privacy set forth in Sections 5101.27 and 5160.45 of the ORC and 42 CFR 431.300 through 306. ODM will expect the selected vendor to know the Section 13410(d) of the HITECH Act and to comply with HIPAA's compliance and enforcement provisions. Create and maintain a log capable of tracking privacy authorizations applicable to third-party liability activities. Enter into a HIPAA business associate agreement with ODM. In addition, Vendor will sign appropriate agreements with ODM to transmit TPL information through transaction sets. [Note: The interested vendor's proposal must clearly show the vendor's ability to conduct electronic data interchange (EDI) as outlined by the Accredited Standards Committee (ASC) X12. Vendor must have the technical and electronic capabilities to perform an EDI 837 transaction. Vendor must have the technical and electronic capabilities to initiate an X12 270/271 Eligibility Benefit Inquiry and Response. Vendor must know Ohio HIPAA Transaction Code Sets and the Payer Initiated Eligibility/Benefit Transaction (PIET)].

3. Utilize Medicaid-consumer identifying information available in ODM database(s) to conduct the data exchange. Since Vendor will not be limited to data exchanges with state

agencies, ODM will allow for data exchanges with private insurance companies and employers. Exchanged data will be used to obtain insurance information from a liable third-party. Insurance coverage information must be maintained in a self-supported database, and verified insurance coverage information must be transferred to ODM in a manner and format specified by ODM. In its sole discretion, ODM will determine the frequency of the transfer; in no event, however, will the transfer be more often than monthly or less often than quarterly.

Determine the legal liabilities of third-parties in accordance with 42 CFR Part 433, ODM will require the Vendor to exchange Medicaid consumer data with other entities, including, but not limited to the following:

a. The state wage information collection agency (SWICA) to identify Medicaid consumers who are employed and the identity of the employer;

b. CMS to identify Medicaid consumers eligible for Medicare coverage using the Enrollment Data Base (EDB);

c. The Ohio Bureau of Workers' Compensation (OBWC) to identify Medicaid consumers who have filed an industrial accident and the identity of the employer;

d. The Ohio Department of Public Safety (ODPS) to identify Medicaid consumers who have sustained injuries in a motor vehicle accident and to identify any tort feasors.

4. Initiate a Medicare recoupment project with data files provided by ODM. This will consist of an ongoing process to identify a recipient with Medicaid paid claims who wholly or partially qualifies for Medicare benefits:

a. Work with Medicaid providers of service to create and maintain a computer database, compatible with the ODM format, and to store record data.

b. Notify ODM of claims subject to recoupment via a data file in the state's designated format in accordance with Attachment C of the RFP.

c. Transfer the above data to ODM either electronically or in secure e-mail with a letter detailing the number of records, the total amount paid/reimbursed, and the total amount charged. Prior to transfer, Vendor shall ensure the integrity of the data by analyzing and resolving any interim adjustments or credits.

d. Establish a process that identifies specific claim line items initially rejected for payment by Medicare and employ an alternate billing methodology to maximize benefit recovery. Supply ODM with data records for uploading and processing to the state's computer database. ODM may alter this process to reflect new

computer capabilities or enhancements during the initial contract or renewal period(s).

5. Upon receipt of a diagnosis and trauma code edit report provided by ODM on a monthly basis, Vendor will use the report to identify legally liable third-parties. Vendor must develop written procedures describing the methods it will use to identify legally liable third-parties from the report and initiate recovery efforts of claims identified via the procedure and must transfer verified information to ODM in a manner and format defined by ODM.

6. Incorporate all identified potentially legally liable third-party resources into the state's Medicaid Payment system third-party subsystem. Store third-party information gathered from data exchanges, Medicare recoupment projects, and obtain verification of policy information from third-party carriers and send electronically validated policy information, in a data file format that meets ODM specified requirements, monthly to an ODM secured mailbox or other agreed upon secured means.

7. Comply with Sections 5160.37 and 5160.38 of the ORC when carrying out post payment recovery activities and must develop a recovery process based upon established state policies and procedures. Create and maintain a computer database, compatible to the ODM format, for the recording of recovery file data. Pursue liable third-parties on behalf of ODM and operate under ODM's name and logotype and will obtain approval from ODM for any correspondence bearing the agency's name and logotype. The recovery threshold for the State of Ohio is zero (0) dollars and seek recovery of reimbursement from a third-party on all claims to the limit of legal liability when ODM determines that the amount of recovery is greater than the cost of recovery.

8. Enter into data exchange agreements, as needed, with health insurance carriers for the purpose of identifying and verifying third-party liability coverage, vendor will include a clause in such data exchange agreements that it will share the insurance carrier data files with ODM. Recovery of reimbursement must be sought by Vendor from a third-party carrier within sixty (60) calendar days after the end of the month in which ODM made payment. Vendor must have the capability to conduct an EDI 837 transaction with covered entities that have a legal liability to ODM. Vendor shall keep a record of post payment activity including, but not limited to, ODM paid claim information, insurance carrier reimbursement amounts, insurance carrier denial amounts, and insurance carrier reasons for denial. Coordinate benefits when more than one third-party source is available. Report newly identified third-party coverage and changes of existing records in a manner and format that will be defined by ODM.

9. Vendor will be given authority by ODM to enforce and perfect the state's rights of recovery. Vendor will be responsible for:

a. Obtaining disclosures from the recipient or participant, or the appropriate representative.

b. Identifying tort feasors and placing them on notice.

c. Determining related claims subject to recoupment.

d. Maintaining all documentation in an open file until subrogation is withdrawn or settlement achieved; electronically imaging case files.

e. Coordinating with Medicaid funded managed care plans to collect paid claim information.

f. Suppling documentation in response to subpoenas; negotiating settlements subject to policy limitations; and pursuing recovery of additional medical expenses even if prior payments were accepted in discharge of ODM's rights.

g. Liaising and coordinating with the OAG's office to maximize recoveries and enforce recovery rights when the OAG performs the following actions:

i. Intervenes or joins in any action or proceeding brought by the recipient or participant or on the recipient's or participant's behalf against any third-party that may be liable for the cost of medical services and care arising out of the recipient's or participant's injury, disease, or disability;

ii. Institutes and pursues legal proceedings against any third-party who may be liable for the cost of medical services and care arising out of the recipient's or participant's injury, disease, or disability; or

iii. Initiates legal proceedings in conjunction with the injured, diseased, or disabled recipient or participant or the recipient's or participant's legal representative. ODM will grant Vendor signature authority for multi-party settlement checks and authorize it to sign releases on behalf of ODM relating to its work under this project.

10. Vendor must release recovery information and data matches to insurance carrier files, whether or not the match resulted in recovery, back to ODM at its request. Data matches include the verified insurance coverage information and any other insurance information the selected vendor has that ODM needs to update its MITS or other system to properly cost avoid a claim by matching ODM's recipient master file to various insurance carrier files. Vendor cannot charge ODM for the sharing of this data. Vendor agrees to reorient state personnel in all aspects of its third-party liability recovery project in the event of untimely contract termination.

11. Vendor must collect third-party reimbursements and administer them in accordance to 42 CFR Part 433 as follows:

    a. Balance funds to the Medicaid paid claim amount and track recoveries in a computer database with the post payment case record files.

    b. Account for policy deductibles, claim type rejections, and policy limitations and reconcile payments to submitted claims.

    c. Seek reimbursement of outstanding balances up to but not exceeding the Medicaid expenditure amount.

    d. Establish separate lockbox-bank accounts to track health insurance recoveries and casualty insurance recoveries. The accounts must be under ODM's name and used exclusively for the deposit of Ohio third-party recoveries.

    e. Be responsible for all banking fees and have online banking access and the capability of performing electronic funds transfers (EFT) to a designated state of Ohio depository bank.

    f. Provide EFTs to the State of Ohio on a weekly basis, consisting of vendor deposits from the week immediately prior.

    Vendor must provide ODM staff with a report of the daily deposits at the time of the weekly electronic funds transfer. Vendor must identify any funds received in either lockbox that are third-party recoveries, but are not the direct result of Vendor's efforts. Vendor must transfer non-Vendor recoveries once a week in a separate EFT. This contract is a contingency fee contract and ODM will pay the fee based upon third-party recoveries which result directly from the selected vendor's efforts. The selected vendor must submit an invoice once a month for each recovery type.

12. Coordinate with the OAG as appropriate and notify ODM staff when it certifies cases to the Attorney General for recovery assistance. ODM will report case file settlements and compromises through the OAG to Vendor. Vendor must initialize requests for overpayments of refunds to/from third-party payers of overpayments and relinquish fee payment for any funds returned to the third-party payer. A refund report with adjustments must be provided on Vendor's monthly invoice statements.

13. Ensure compliance in accordance with ODM's consumer privacy issues related to the release of protected health information (PHI) and information confidential under Ohio law in pursuit of third-party recoveries. Obtain and keep records of HIPAA or other privacy authorization forms and periodically brief ODM's designated HIPAA Privacy Officer about HIPAA compliance progress and other privacy issues. Assist ODM in adhering to the standards established for EDI, specifically the 270/271 Health Care

Eligibility Benefit Inquiry and Response transactions and ensure that Vendor's computer technology is compatible with ODM's computer system(s).

14. Allow for a one month delayed data match recovery file run. Conduct a final verification to the Medicaid paid claims database prior to data transfer and remove claims from the data transfer that were reconciled prior to ten (10) days following the date of Medicaid provider notification. Help rectify erroneously recovered claims and offset a paid contingency fee of any claim determined to be an erroneous recovery on the first invoice following notification from the ODM contract manager. Demonstrate to ODM a claim validation process which captures services denied by a liable third-party, performs a cross-coordination of benefits by service classification, and resubmits charges accordingly for reconsideration.

15. Implement procedures to interact with and adapt to Medicaid recipients with educational limitations and cultural divergence in accordance to investigation of the trauma code edit report.

16. Perform a Point-to-Point Protocol (PPP) dial-up connection or directly connect to ODM's systems, and use File Transfer Protocol (FTP) to send data files to the ODM Electronic Commerce Center. Supply ODM with verified third-party liability information via an electronically submitted data file in an ASCII format with no packed data. The layout (see Attachment E) must be compatible with ODM' TPL database. Reconfigure data or reformat files, or both, as required by ODM and furnish ODM with Medicaid eligibility information (e.g., insurance carrier name, policy holder name, policy number, group number, insurance coverage type; and begin and end dates of coverage) when the identity of an insured listed in an insurance carrier file matches the identity of a Medicaid recipient. ODM will use this information to update its Medicaid claims payment system.

17. Establish a local project office to conduct casualty recovery activities in Delaware, Fairfield, Franklin, Licking, Madison, Pickaway, or Union County, at a location agreed to by ODM. Maintain responsibility for all equipment, supplies, salaries and lease costs of the office and provide an Office Manager and sufficient staff to conduct casualty recoveries within the federally required timeframe. The Office Manager and staff will execute the necessary forms (e.g., ODM 07078, ODM 07079) to comply with the state's Ohio Data Network and other security restrictions. Vendor must maintain casualty recovery case files containing PHI in a secured area and preserve all closed casualty case documents through a state approved data imaging process while the contract is in effect. Vendor will have a computer system/program capable of assimilating policy holder insurance eligibility from various sources and Medicaid consumer eligibility. The vendor must accurately identify matching data and utilize verified accounts for post payment recovery actions. Vendor will transfer data to ODM in an ODM-defined computer file, and grant the ODM contract manager security access to Vendor's case tracking system. Following notification from the ODM Contract Manager, the first invoice must offset the paid contingency fee of any erroneous claim recovery.

18. The selected vendor must invoice for services based solely upon its TPL recoveries. The selected vendor must provide monthly, quarterly, yearly and ad hoc reports of accounts payable and accounts receivable.

19. The selected vendor must return all documentation and data to ODM at the close of the contract, and certify that they have retained no copies of the documentation or data.

20. The selected vendor may be required to enter into a no cost transition contract for services provided under this RFP.

4.4 Selected Vendor Compensation Structure

This contract is a contingency fee contract and ODM will pay the fee based upon third-party recoveries which result directly from the selected vendor's efforts. The selected vendor must submit an invoice once a month for each recovery type.

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 and 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 **March 4, 2016.** 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:**

Ohio Department of Medicaid
Office of Contracts and Procurement
ODMR-1617-1011
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
ODMR-1617-1011
PO Box 182709
Columbus, Ohio 43218-2709

The entire vendor technical proposal should be converted into **one single .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 THIRD-PARTY LIABILITY SERVICES, RFP ODMR-1617-1011 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. 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.

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 must 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. and 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 8.8, Subcontractor Identification and Participation Information or Section 8.24, Minority Business Enterprise should also be provided in Tab 1.

Tab 2 Vendor Experience and Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1,). 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 F). 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)
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.

Tab 3 Administrative Structures – Proposed Work Plan (Section 4.2)

Sub-Tab 4a. Item A
Sub-Tab 4b. Item B
Sub-Tab 4c. Item C (etc.)

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

Tab 4 Specifications of Deliverables (Section 4.3)

Sub-Tab 5a. Deliverable A
Sub-Tab 5b. Deliverable B
Sub-Tab 5c. Deliverable C (etc.)

This section should describe in detail how the vendor proposes to successfully achieve each of the deliverables specified in Section 4.3, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each deliverable identified in Section 4.3 behind separate sub-tabs as described above.

Tab 5 (Optional - as needed) 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

Five (5) paper copies (one signed original and 4 copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **"DO NOT OPEN. COST PROPOSAL ENCLOSED FOR THIRD PARTY LIABILITY SERVICES, RFP ODMR-1617-1011 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 price those services defined in Section 4.3 Specifications of Deliverables, and to offer to ODM its contingency fee.

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 percentage displayed on the Cost Proposal Form.

In calculating their total proposed fee, vendors must consider cost resulting from each deliverable listed in Section 4.3 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. IMPORTANT –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. 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.

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 on 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 this 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:

1. 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 timely, in writing and shall contain the following information:

    a. The name, address, and telephone number of the protestor;
    b. The name and number of the RFP being protested;
    c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
    d. A request for a ruling by ODM;
    e. A statement as to the form of relief requested from ODM; and
    f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

2. A timely protest shall be considered by ODM, if it is received by OCP, within the following periods:

    a. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of

proposals 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.

b. 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 tenth (10th) business 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.

3. 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.

4. All protests must be filed at the following location:

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

5. 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.

6. 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

Within 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; 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) business 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 responses 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 and 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 <u>Contractual Requirements</u>

1. 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.

2. 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.

3. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds.

4. All aspects of the contract apply equally to work performed by any and all subcontractors.

5. 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.

6. 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.

7. By signing a contract with ODM, a vendor agrees that all necessary insurance is in effect.

8. 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:

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

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 by the vendor, 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

1. 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.

2. No contractor or individual, company or organization seeking a contract shall solicit any ODM employee to violate any of the conduct requirements for employees.

3. 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.

4. 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 Section 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 minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the OAC. In order to fulfill this commitment, ODM has included a MBE subcontracting component requiring vendors to seek and set-aside at least 15% of the cost of the work under this RFP for qualified Ohio MBE businesses. Vendors should indicate in their Technical Proposal the name(s) of the MBE business (es) that will fulfill this requirement (Section 3.1). In seeking MBE subcontractors, the vendor must:

a. Utilize a competitive process to which only Ohio certified MBEs may respond.

b. Require the MBE to maintain their certification throughout the term of the resulting contract, including any renewals.

The selected vendor will be required to submit monthly reports to ODM of the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor's activities. The monthly reports will be in a format prescribed by ODM.

SECTION IX. ATTACHMENTS AND THEIR USES

A. Required Vendor Information and Certifications (To be completed & included in proposal packet).
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).
E. Submission Layout (Example)

Thank you for your interest in this project.

Attachment A

Attachment A consists of <u>2 distinct and different sections</u>. 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 signit, 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 does not 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 authorized to answer questions on the proposal\bid: **Vendor Representative NAME and TITLE:** **Address:**	**E-Mail Address:** **Phone #:** _____ **Fax #:** _____
7. Print or type the name of the vendor 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 (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 ☐ No ☐ 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 or 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 with any federal/state agencies within three years preceding this procurement opportunity**
.

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 <u>any and all information</u> included in this proposal is not confidential and/or trade secret information (as defined in 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 Medicaid:

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-1617-00-0000

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 (Deliverables) in accordance with the RFP and the Proposal, summarized as follows:

INSERT DELIVERABLES

B. The ODM Contract Manager is ODM Contract Manager or successor.

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 construed 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.

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.

D. [UNIVERSITY RESEARCH] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. However, CONTRACTOR is required to obtain prior approval from ODM for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Contract, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Contract. CONTRACTOR hereby grants to ODM a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODM will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.]

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, 20XX, 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 Section 126-1-02 of the Ohio Administrative Code (OAC), 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 in one of the following manners 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;

5. Description of Deliverables performed during the billing period;

6. Receipt of other proof of cost; and

7. Other documentation requested by ODM.

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. [DELETE IF PUBLIC ENTITY] 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 a 30 calendar day 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 West Town Street, 5th 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.

A. [UNIVERSITY RESEARCH] ODM agrees that any media (including documents, reports, data, photographs, and electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR. However, CONTRACTOR is required to obtain prior approval from ODM for release of any results, including preliminary and/or final results, related to funded projects or funded data under this Contract, and any documents, reports, data, photographs (including negatives), electronic reports and records, and other media under this Contract. Additionally, CONTRACTOR hereby grants to ODM a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.

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 Section E. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.104. 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 Contract 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 Contract and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.

1. **General Definitions.** The following terms used in this Contract 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 Contract, 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 Contract 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 Contract. 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 inappropriate use or disclosure of PHI that is not in accordance with this Contract 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 Contract. 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 Contract as set forth in ARTICLE IV, Section B. Termination of this Contract will not affect any provision of this Contract, 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 Contract and at the request of ODM, CONTRACTOR will return to ODM or destroy all PHI in CONTRACTOR's possession stemming from this Contract 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 Contract. 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 Contract for as long as it is maintained.

14. **Survival.** These provisions shall survive the termination of this Contract.

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. [DELETE IF PUBLIC ENTITY] **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.

c. CONTRACTOR, if a recipient of a federal award in excess of One Hundred Thousand and 00/100 Dollars ($100,000.00), certifies compliance with the Byrd Anti-Lobbying Amendment, which at a minimum, attests CONTRACTOR will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC Chapter 1352.

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 Subcontracting Requirements.** Pursuant to the Governor's Executive Order 2008-13S, ODM is committed to making more State contracts and opportunities available to Minority Business Enterprises (MBEs) certified by the Ohio Department of Administrative Services pursuant to ORC 123.151 and OAC 123:2-15-01. In order to fulfill this commitment, CONTRACTOR is required to use its best efforts to seek and set aside a portion of the work for this Contract for qualified MBE businesses wherever possible. In seeking MBE subcontractors, CONTRACTOR must:

   a. Utilize a competitive process to which only Ohio certified MBEs may respond;

   b. Require the MBE to maintain its certification throughout the term of the Contract, including any renewals.

   CONTRACTOR shall indicate on all invoices submitted to ODM the dollar amount attributed to the goods or services provided by MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODM Agreement Manager.

11. [INSERT IF 1617 RFP] **MBE Modification or Waiver of 15 Percent Requirement.** CONTRACTOR may apply for a modification or waiver of the 15 percent MBE subcontractor set-aside requirement; however, such modification or waiver request may be submitted no earlier than six months from the contract award and no later than two months prior to 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 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 this Contract.]

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.

10. [UNIVERSITY] **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.** CONTRACTOR, a public university, certifies that by executing this Contract, it has reviewed and understands ODM's obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Contract outside of the United States.

11. **Combatting Trafficking in Persons**.

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

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

(1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;

(2) Procuring commercial sex acts during the period of performance of the Contract; or

(3) Using forced labor in the performance of the Contract.

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

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

12. **Civil Rights Assurance**. CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

13. **Clean Air Act**. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (USEPA) and ODM.

14. **Energy Policy and Conservation Act**. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Regional Office of the USEPA and ODM.

15. **Solid Waste Disposal**. CONTRACTOR agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the USEPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding federal fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the USEPA guidelines.

16. **Experimental, Developmental, or Research Work.** If applicable, if CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable federal and state regulations.

17. **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. BUSINESS CONTINUITY PLAN

A. CONTRACTOR recognizes that certain services under this Contract are vital to ODM and must be continued without interruption. CONTRACTOR shall be prepared to continue providing such services identified by ODM, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). CONTRACTOR is required to implement and maintain a sustainable Plan throughout the term of this Contract, and provide the Plan to ODM upon request. The Plan will, at a minimum:

1. Enable continued performance under this Contract in the event of a disaster or other unexpected break in services; and

2. Ensure the continuity for identified vital services and supporting facilities.

B. For purposes of this Article, the term "disaster" means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes

data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

ARTICLE XI. 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 Contract. 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 Contract 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.

B. [PUBLIC ENTITY] **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Contract will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to CONTRACTOR under ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.

C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against 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 contract.

ARTICLE XII. 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-1617-00-0000

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT 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-1617-1011
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	NO
1	Was the vendor's proposal received by the deadline as specified in the RFP?	2.1, 5.1		
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, 5.2, B.		
3	Does the vendor's proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor's responsible representative, as described in Attachment A to the RFP?	5.2, A.		
4	Is the vendor free from being prohibited to enter into a contract with ODM, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18, 8.19		
5	Does the organization have at least three (3) years' experience performing third-party liability activities for local, state or federal operations that administer a public health program;	3.1, A.		
6	Does the vendor have at least three (3) years' experience in securing agreements and performing data exchanges of eligibility or claim information with government or private companies?	3.1, B.		
7	Does the vendor have at least three (3) years' experience in determining private and commercial insurance policy plans, types of coverage and benefit verifications?	3.1, C.		
8	Does the vendor have at least three (3) years' experience in third-party liability investigations, case tracking, benefit pursuit and funds recovery?	3.1, D.		
9	Does the vendor have at least three (3) years' experience participating in legal settlements, compromises, judgments or awards?	3.1, E.		
10	Does the vendor have at least three (3) years' experience in collecting and correlating third-party liability recovery information and providing detailed reports of findings?	3.1, F.		
11	As outlined in Section 8.24 Minority Business Enterprise Subcontracting Requirement. Has the vendor identified one or more qualified Ohio MBE subcontractor in its bid and meet the minimum set-aside percentage of the cost of its total bid?	3.1, G.		
12	Did the review team (in its initial/cursory review of the vendor's proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.2, C. 8.5		
13	Did the vendor 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? [As stated in the RFP, "ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information."]	3.3 5.2, C.		
	If response to the above criterion is "no", has ODM exercised its right to allow prohibited personal information in vendors' proposals for this RFP project? a) If "yes" to this question, the vendor's proposal shall advance to Phase II scoring contingent upon vendor's proposal receiving a "yes" response to all other Phase I criteria. b) If "no" to this question, the vendor's proposal shall be disqualified and not receive further consideration.			

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 and the Bureau of Program Integrity. 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 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 that do not meet or exceed a total score of at least **1221** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **1590** 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 III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
	VENDOR QUALIFICATIONS						
	ORGANIZATIONAL EXPERIENCE & CAPABILITIES						
1	The vendor has provided information on the background of the firm and any prior experience relevant to this RFP.	3.2, A.	4				
2	The vendor has provided samples (or descriptions) of at least two, but no more than four, similar sized projects completed in the past three (3) years that demonstrate expertise in third-party liability recovery.	3.2, B.	5				
3	The vendor has provided names and contact information for at least three entities for which it has performed similar large scale projects in the past three (3) years.	3.2, C.	5				
4	The vendor has knowledge of health maintenance organizations' or MCPs' structures and methodologies (vendor proposals must describe).	3.2, D.	5				
5	The vendor has knowledge of cost avoidance concepts and processes (vendor proposals must describe).	3.2, E.	5				
6	Has the vendor knowledge of banking policies and procedures, electronic funds transfers and fiscal reporting (vendor proposals must describe).	3.2, F.	5				
	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.						
7	The vendor has identified, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a Project Manager and Office Manager);	3.3, A.	4				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
8	The vendor has included resume(s), education, experience, and list of related published works of the Project Manager and all key personnel for this project (including any subcontractors), and has specifically listed their qualifications and experience (in the areas described in Section II, Scope of Work and Specifications of Deliverables of this RFP--see Section 2.3) of key staff expected to work on the project	3.3, B.	4				
9	The vendor has ensured that key staff has at least an associate or higher degree in a field of study appropriate to their role in the project (e.g., a health care degree for the Project Manager and a business administration-related degree for the Office Manager). ODM will evaluate proposals based on the education and experience of key personnel assigned to carry out the project.	3.3, C.	5				
ADMIN. STRUCTURES—PROPOSED WORK PLAN							
In this section vendors should address each of the criteria listed below from the Scope of Work, section 4.1. Each item should be fully addressed with information on how your companies approach will fully meet each of the criteria to ensure success with the project. Each criteria will be fully explained in the RFP.							
	The vendor has stated the key objectives of the proposed project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP.].	4.2, A.	5				
	The vendor has provided a technical approach and work plan to be implemented. This includes a proposed timeline for the project.	4.2, B.	5				
	The vendor has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.2, C.	5				
	The vendor has provided a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project.	4.2, D.	4				
	The vendor has provided a timeline that shows each component of the scope of work and the project overall including the staff hours for personnel involved.	4.2, E.	4				
	The vendors 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. For further explanation please see this criteria with in the RFP itself.	4.2, F.	4				
SPECIFICATIONS OF DELIVERABLES							
The vendors proposed work plan should fully address each item as stated in Section 4.3 Specifications of Deliverables. Each of the items will be evaluated below.							
	Does the vendors' proposed work plan clearly indicate the vendor will meet all the requirements of Ohio's Medicaid State Plan (Plan) and to fulfill the functions the Federal government mandates that the state of Ohio carry out to meet its third-party liability recovery obligations?	4.3, A.	5				
	Does the vendors' proposed work plan clearly indicate the vendor will comply with the standards of privacy set forth in section 5101.27 5160.45 of the O.R.C. and 42 C.F.R. 431.300-306?	4.3, B.	5				
	Does the vendors' proposed work plan clearly indicate the vendor will determine the legal liabilities of third parties? As fully described in the RFP.	4.3, C.	5				
	Does the vendors' proposed work plan clearly indicate the vendor will initiate a Medicare recoupment project from the data files supplied by ODM?	4.3, D.	5				
	Does the vendors' proposed work plan clearly show how the vendor will use the diagnosis and trauma code edit report to identify legally liable third parties?	4.3, E.	5				
	Does the vendors' proposed work plan clearly indicate how the vendor will incorporate all identified potentially legally liable third-party resources into the state's Medicaid Payment system third-party subsystem? And that the vendor will store third-party information gathered from data exchanges, Medicare recoupment projects, and post payment health insurance activities on a self-supported database?	4.3, F.	5				
	Does the vendors' proposed work plan clearly indicate the vendor will comply with sections 5160.37 and 5160.38 of the O.R.C. when carrying out post payment recovery activities and must develop a recovery process based upon established state policies and procedures? And that the vendor will create and maintain a computer database, compatible to the ODM format, for the recording of recovery file data?	4.3, G.	5				
	Does the vendors' proposed work plan clearly indicate if the vendor will enter into data exchange agreements with health insurance carriers for the purpose of identifying and verifying third-party liability coverage? And if they choose to that they will include a clause in such data exchange agreements that it will share the insurance carrier data files with ODM?	4.3, H.	5				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
	Does the vendors' proposed work plan clearly indicate how the vendor, if selected, will obtain disclosures from the recipient or participant, or the recipient's or participant's representative; identifying tort feasors and placing them on notice; determining related claims subject to recoupment; maintaining all documentation in an open file until subrogation is withdrawn or settlement achieved; electronically imaging case files; coordinating with Medicaid funded managed care plan's to collect paid claim information; supplying documentation in response to subpoenas; negotiating settlements subject to policy limitations; and pursuing recovery of additional medical expenses even if prior payments were accepted in discharge of the ODM' rights?	4.3, I.	5				
	Does the vendors' proposed work plan clearly indicate the vendor will release recovery information and data matches to insurance carrier files, whether or not the match resulted in recovery, back to ODM at its request?	4.3, J.	5				
	Does the vendors' proposed work plan clearly show how the vendor will collect third-party reimbursements and administer them in accordance to 42 C.F.R. Part 433?	4.3, K.	5				
	Does the vendors' proposed work plan clearly show how the vendor will work with the Ohio Attorney General's Office as appropriate, and notify ODM staff when it certifies cases to the Attorney General for recovery assistance?	4.3, L.	5				
	Does the vendors' proposed work plan clearly show how the vendor will ensure ODM's compliance with consumer privacy issues related to the release of Protected Health Information (PHI) and information confidential under Ohio law in pursuit of third-party recoveries?	4.3, M.	5				
	Does the vendors' proposed work plan clearly show how the vendor will allow for a one month delayed data match recovery file run and conduct a final verification to the Medicaid paid claims database prior to data transfer?	4.3, N.	5				
	Does the vendors' proposed work plan clearly show how the vendor will adapt procedures as needed that cater to the educational limitations and cultural divergence of Medicaid consumers?	4.3, O.	5				
	Does the vendors' proposed work plan clearly show how the vendor will perform a Point-to-Point Protocol (PPP) dial up connection or directly connect to ODM's systems, and use File Transfer Protocol (FTP) to send data files to the ODM Electronic Commerce Center to supply ODM with verified third-party liability information via an electronically submitted data file in an ASCII format with no packed data?	4.3, P.	5				
	Does the vendors' proposed work plan clearly show how the vendor will must establish a local project office to conduct casualty recovery activities in Delaware, Fairfield, Franklin, Licking, Madison, Pickaway, or Union County, at a location agreed to by ODM?	4.3, Q.	5				
	Does the vendors' proposed work plan clearly show how the vendor will invoice for services based solely upon its TPL recoveries and will provide monthly, quarterly, yearly and ad hoc reports of accounts payable and accounts receivable?	4.3, R.	5				
TRADE SECRET INFORMATION							
	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**	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 1221 points.)

Yes _____ **No** _____

(If "No," Vendor's Cost Proposal will not be opened.)

ATTACHMENT D
ODMR16171011
COST PROPOSAL FORM

Instructions: For the purposes of this RFP, ODM will select the vendor that:

1) Has a Technical Score of at least 1221 points in the Technical Proposal Score Sheet PHASE II evaluation process; and

2) **Offers the lowest percentage fee of the gross recovery from Medicaid expenditures (contingency fee),** which will be the vendor's only fee for carrying out the duties described in this RFP.

This document communicates your entity's cost proposal (i.e., the proposed percentage fee of the gross recovery from Medicaid expenditures).

Cost Proposal Affirmation

By signing below, I, being legally authorized to bind the following entity,

_____ (name of potential vendor), hereby state that the entity's percentage fee of the gross recovery from Medicaid expenditures is:

_____**%**

I affirm that the above-referenced percentage fee is firm and will remain in effect throughout the contract period (and any renewal periods) specified in the RFP.

Printed Name
of Signatory: _____

Signature: _____

Date: _____

TPL Resource file from TPL Vendor to MITS

Technical Name: TPL Resource file from TPL Vendor

Descriptive Name: TPL Resource file from TPL Vendor to add/update TPL Resource data in MITS

Description: Interface with the TPL Vendor and MITS to update MITS

Input/Output Interface	Contact Name	E-mail Address	Phone Number
Input	Patrick Tighe	Patrick.Tighe@medicaid.ohio.gov	614-752-3635

Layout:

FIELD NAME	DESCRIPTION	TYPE	SIZE	OCCURR
01 N1140000-TPL-TRACKING-RECORD				
05 N1140000-TTF-TRACKING-KEY				
10 N1140000-RECIPIENT-ID	Unique identifier for the recipient. This is the 12 digit Medicaid billing number	PIC 9	12	
10 N1140000-ADD-DATE	This is the date the tracking policy was originally added to the system.	PIC 9	8	
10 W1140000-SEQ-NO	A system assigned sequence number to provide the ability to add multiple rows for the same tracking policy.	PIC 9	4	
05 N1140000-TTF-RECORD-STATUS	A unique identifier used to determine why the record is invalid.	PIC X	1	
05 N1140000-TTF-CARRIER-CODE	An unique identifier used to determine the type of carrier as well as to identify correspondence sent from the carrier. Must use carrier code provided by Ohio Department of Medicaid.	PIC X	7	
05 N1140000-TTF-NAIC-CODE	An unique identifier created by NAIC for the insurance carrier.	PIC X	9	
05 N1140000-TTF-COUNTY	The county code used to identify a geographical/political area in the state.	PIC 9	10	
05 N1140000-TTF-RECIP-SSN	The social security number for a recipient.	PIC 9	09	
05 N1140000-TTF-POLICY-HOLDER-SSN	This is the social security number of the policyholder if known.	PIC 9	09	
05 N1140000-TTF-CASE-ID	The system assigned key that identifies the recipient's case number.	PIC 9	12	
05 N1140000-TTF-POLICY-NUMBER	Policy number for this TPL policy.	PIC X	30	
05 N1140000-TTF-GROUP-NUMBER	Policy group number. If present, gives the group number of the policy.	PIC X	30	
05 N1140000-TTF-DATA-SOURCE	This is who told us about the coverage the very first time.	PIC X	1	
05 N1140000-TTF-RECIP-NAME				
10 N1140000-TTF-LAST	The last name of a recipient.	PIC X	20	
10 N1140000-TTF-FIRST	The first name of a recipient.	PIC X	15	
10 N1140000-TTF-MI	The middle initial of the recipient.	PIC X	1	
05 N1140000-TTF-POLICY-BEG-DATE	This is the carriers beginning effective date.	PIC 9	8	
05 N1140000-TTF-POLICY-END-DATE	This is the carriers ending effective date.	PIC 9	8	

05 N1140000-TTF-POL-HOLD-NAME	This is the full name of the policyholder. It is used to send correspondence to the policyholder.			
10 Policy holder last name		PIC X	20	
10 Policy holder first name		PIC X	15	
10 Policy holder mid init		PIC X	1	
05 N1140000-TTF-CARRIER-NAME	This field contains the business name of an insurance carrier. This allows us to access all insurance carrier information when the carrier gives us only his business name.	PIC X	45	
05 N1140000-TTF-CARRIER-ADDR-1	This is the street address for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.	PIC X	55	
05 N1140000-TTF-CARRIER-ADDR-2	This is the second street address for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.	PIC X	55	
05 N1140000-TTF-CARRIER-CITY	This is the city for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.	PIC X	30	
05 N1140000-TTF-CARRIER-STATE	This is the state for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.	PIC X	02	
05 N1140000-TTF-CARRIER-ZIP	This is the full zip code for the claim submission address of a carrier. It is used for mailing TPL claim facsimiles.			
10 Zip code		PIC 9	5	
10 Zip code 4		PIC 9	4	
05 N1140000-TTF-INITIAL-ENTRY-ID	Indicates the user ID of the original clerk.	PIC X	06	
05 N1140000-TTF-LAST-ENTRY-ID	Indicates the user ID of the clerk who last updated the record.	PIC X	08	
05 N1140000-TTF-DATE-LAST-TRANS	This is the date the record was last updated.	PIC 9	8	
05 N1140000-TTF-TPL-COVERAGE	This code identifies the type of coverage that a TPL policy provides. This field contains 5 coverage codes.	PIC X	32	16 cove codes; 2 each
05 N1140000-TTF-NOTE-LINE-1	This notes field is used for free form text.	PIC X	50	
05 N1140000-TTF-NOTE-LINE-2	This notes field is used for free form text.	PIC X	50	
05 N1140000-TTF-NOTE-LINE-3	This notes field is used for free form text.	PIC X	50	
05 N1140000-TTF-VERIFY-CODE	This code identifies whether a TPL resource is active or suspect and, if suspect, who marked it as suspect (the system or the user).	PIC X	02	
05 N1140000-TTF-OTHER-CARRIER	This is a unique identifier for the SETS insurance carrier.	PIC 9	09	
05 N1140000-TTF-MMO-SENT-DATE	This is the date that the carrier sent the TPL information.	PIC 9	8	
FILLER		PIC X	15	