

*REQUEST FOR PROPOSALS
ACTUARIAL SERVICES FOR MEDICAID MANAGED
CARE*

RFP Number ODMR-1819-1018

**The Ohio Department of Medicaid
ACTUARIAL SERVICES FOR MEDICAID MANAGED CARE**

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OHIO DEPARTMENT OF MEDICAID REQUEST FOR PROPOSALS (RFP):
Actuarial Services for Medicaid Managed Care
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SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Medicaid (ODM) releases this Request for Proposals (RFP) to obtain a supplier to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple Medicaid healthcare actuarial and financial initiatives and work activities that ODM anticipates the agency will undertake throughout the course of the contract period(s).

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

This RFP describes the types of services required under the contract. Through responding cost proposals, each supplier must use its actuarial and financial knowledge and expertise to assess the level of effort each project and/or service will require and offer its organization's rates or prices accordingly.

Actuarial consulting services for the Ohio Medicaid program during this and the upcoming biennia include but are not limited to:

1. The preparation of actuarially sound capitation payment rates are authorized under Title 42 of the Code of Federal Regulations (CFR) § 438.4 for Managed Care Plans (MCPs) to provide services to Medicaid enrollees in the: 1) Modified Adjusted Gross Income (MAGI); 2) Aged, Blind, and Disabled (ABD-Adults and Children); 3) Adult Extension, Adoption and Foster Care Children (AFK); and 4) dual eligible (those who are both Medicaid and Medicare) populations. Capitated payment rates must be prepared as well as other special populations such as Managed Care Long Term Care Services & Supports (MLTSS)-specifically by "actuaries who meet the qualification standards established by the American Academy of Actuaries and follow the practice standards established by the Actuarial Standards Board."
2. Assistance in preparing the Medicaid budget, including the integration of managed care rate setting and identification of industry trends in price, utilization, and management of health care service delivery and developing rates for other special populations such as Managed Care Long Term Care Services & Supports (MLTSS) which may be integrated into managed care during the contract period;
3. Technical support and assistance with all necessary actuarial tasks including rate setting for the continuation of the MyCare program for State Fiscal Years (SFY) 2019 (transition period), SFY 2020 and probable continuation thereafter and rate setting for other services, included but not limited to waiver service rates, and professional service rates;

4. Assistance with managed care program policies and operations as related to new and continuing state and federal initiatives that benefit the Medicaid program;
5. Financial analysis, modeling, designing, developing acute and long-term care initiatives, including program financing and funding strategies and reimbursement and rate setting;
6. Assisting with federal proposals and actuarial requirements for cooperative agreements with the Centers for Medicare and Medicaid Innovation (CMMI) to integrate and improve the delivery of health care services;
7. Federal and Stakeholder negotiation—advising ODM on federal or stakeholder meetings, guiding negotiations with the Centers for Medicare and Medicaid Services (CMS), CMMI, or other federal or state stakeholders; and
8. Other actuarial activities in support of new innovative or value-based financial initiatives.

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

Issuing Office

The Managed Care Rate Setting (MCRS) section of ODM will be responsible for state-level supervision of all activities of the selected supplier. MCRS is responsible for ensuring the adequacy, reasonableness and cost effectiveness of managed care rates for designated programs, monitoring financial performance of the MCPs, and the overall fiscal solvency of the MCPs.

The Office of Managed Care, in conjunction with the Office of Health Research and Quality are responsible for the development, administration, and assessment of the Ohio Medicaid managed health care program. This includes selecting qualified MCPs, contract monitoring, performance reviews, reporting, and development and implementation of new program initiatives. MCRS will be working closely with these Offices to assist the selected supplier to gain comprehensive knowledge of the managed care program along with its rules and requirements.

ODM is seeking a supplier capable of providing expert assistance and support on specified actuarial and financial initiatives and work projects as assistance is needed and requested.

1.2 Background

Medicaid is the nation's major public health insurance program providing health care and long-term care services to more than 74 million people, which include children and many of the sickest and poorest citizens of our nation. The federal and state governments jointly finance Medicaid, while states administer the program within broad federal guidelines.

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

Medicaid is an important source of health care financing for other state agencies and their service delivery systems. Consequently, portions of the Medicaid program are administered by other sister state agencies while ODM functions as the oversight and financing agency. These sister agencies are the Ohio Department of Aging (ODA), the Ohio Department of Mental Health and Addiction Services (MHAS), the Ohio Department of Health (ODH), the Ohio Department of Job and Family Services (ODJFS), and the Ohio Department of Developmental Disabilities (DODD).

At approximately 3.0 million enrollees, Ohio's Medicaid program is the seventh largest Medicaid program in the nation in terms of enrollment and sixth largest in terms of spending. Enrolled individuals as of June 2018 include:

1. More than 2.5 million in Medicaid managed care (of which 1.5 million are MAGI, 200,000 are ABD (Adults and Children), and 25,000 are Adoption and Foster Kids (AFK));
2. About 110,000 are enrolled in the dual demonstration program, MyCare; and
3. About 600,000 are enrolled in Adult Extension.

The following population groups have been added to Managed Care on the corresponding dates: ABD children (July 2013), Adult Extension (January 2014), MyCare dual eligible recipients (May 2014), and AFK recipients (January 2017).

In January of 2014, the Medicaid Adult Extension enrollment began due to requirements of the Affordable Care Act (ACA). This group consists of adults 19-64 years old with less than or equal to 138% of the federal poverty level and adult parent/caretakers 19-64 years old with income from 91-138% of the federal poverty level.

In August 2016, ODM transitioned from a SSA [209\(b\) state to a SSA 1634 state](#), thereby impacting historic eligibility classifications and population base data by region and rate cell.

Eligibility for Ohio Medicaid is very complex; there are more than 700 separate categories of eligibility, each with its own criteria limiting who may be covered and what income or resources they may have to qualify for coverage. Medicaid works with Ohio's 88 county departments of job and family services (CDJFS) to perform certain Medicaid related functions, including eligibility determination, enrollment and updates to patient liability. These functions are performed utilizing a common statewide data system known as Ohio Benefits.

The SSA specifies both a set of mandatory health care services state Medicaid programs must cover, and a set of optional services states may choose to cover. As long as these benefits are provided in accordance with federal guidelines, states receive federal financial participation for eligible services provided.

Ohio's benefit package is comprehensive in scope to ensure eligible individuals can access medically necessary health care services.

Ohio Medicaid offers the following listing of comprehensive services, including, but not limited to: Inpatient hospital services; Outpatient hospital services; EPSDT: Early and Periodic Screening, Diagnostic Treatment Services; Nursing Facility Services; Home health services; Physician services; Rural health clinic services; Federally qualified health center services; Laboratory and X-ray services; Family planning services; Nurse Midwife services; Certified Pediatric and Family Nurse Practitioner services; Freestanding Birth Center

services (when licensed or otherwise recognized by the state); Transportation to medical care; and Tobacco cessation counseling for pregnant women.

Ohio also offers the following optional services: Prescription Drugs; Clinic Services, Physical therapy; Occupational therapy; Speech, hearing and language disorder services; Respiratory care services; Other diagnostic, screening, preventative and rehabilitative services; Podiatry services; Optometry services; Dental Services; Dentures; Prosthetics; Eyeglasses; Chiropractic services; Other practitioner services; Private duty nursing services; Personal Care; Hospice; Case management; Services for Individuals Age 65 or Older in an Institution for Mental Disease (IMD); Services in an intermediate care facility for Individuals with Intellectual Disability; State Plan Home and Community Based Services; 1915(i) Self Directed Personal Assistance Services – 1915(i); Community First Choice Option – 1915(k); TB Related Service; Inpatient psychiatric services for individuals under age 21; Other services approved by the Secretary; and Health Homes for Enrollees with Chronic Conditions – Section 1945.

For individuals whose special health care needs require it, Ohio’s Medicaid program covers services in long-term care facilities, such as a nursing home.

In recent years, there has been a growing demand by individuals with long-term care needs, for community care alternatives in lieu of institutional care. In Ohio, these alternatives are administered through federally approved Home and Community Based Services HCBS waivers under Section 1915(c) of the SSA. By granting states a waiver, the federal government waives certain Medicaid rules so that the state can provide services to certain eligible people so that they can live in their home and/or community instead of in an institutional setting.

1.3 Terms and Definitions

A. Fee-For-Service (FFS)

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

B. Full-Risk Managed Care

Ohio’s Medicaid managed care program operates under the authority of a State Plan Amendment approved by CMS; approximately 80% of Ohio’s Medicaid population are enrolled in full-risk MCPs.

ODM contracts with MCPs, which are licensed by the Ohio Department of Insurance (ODI) as Health Insuring Corporations and satisfy all ODM’s contracting requirements. MCPs contract with ODM under a full-risk provider agreement. MCPs serving all programs receive risk adjusted reimbursement for each enrolled member. The MCPs assume the risk for all medical benefits and must also provide a number of additional services, such as providing or arranging for access to medically necessary health services for their members, providing member services and 24-hour nurse advice lines and care management.

In Ohio there are three eligibility regions, West, Central/Southeast, and Northeast. For rate development and payment purposes, these three regions are divided into seven sub-regions: West (North Central, Northwest, Southwest); Central/Southeast (South Central and Southeast); and Northeast (Northeast and Northeast Central). Currently, five (5) MCPs are offered in all regions: Buckeye Community Health Plan, CareSource, Molina Healthcare of Ohio, Inc., Paramount Advantage, and UnitedHealth Community Plan of Ohio, Inc.

C. Covered Population

ODM shall designate the Medicaid recipients that are required to enroll in mandatory managed care per Ohio Revised Code (ORC) § 5167.03.

Modified Adjusted Gross Income (MAGI)

The MAGI (formerly CFC) group includes children up to age 19 and parents of dependent children who qualify for Medicaid based on family income. Families who participate in the Ohio Works First (OWF) cash assistance program are automatically covered by Medicaid. In addition, MAGI includes CHIP, covering children up to 200% federal poverty level (FPL), pregnant women up to 200% FPL, certain youth who may continue receiving Medicaid coverage until age 21, Transitional Medicaid, and former foster care up to age 26. Children, parents, and pregnant women are generally healthier and less expensive to cover than seniors and people with disabilities. Accordingly, the MAGI category represents approximately 60% of Medicaid enrollment.

MAGI ADULT (Adult Extension)

In addition to the MAGI population, Ohio chose to expand and include MAGI Adult (Group VIII) to cover adults age 19 – 64 with income less than or equal to 138% of the FPL. Medicaid coverage for the MAGI Adult population was approved and enrollment began in January 2014. This specific population group consists of childless adults 19-64 years old with income of less than or equal to 138% of the FPL, and adult parents 19-64 years old with income from 91-138 % of the FPL. In Ohio, as of July 2018, approximately 600,000 individuals were enrolled in this group.

Aged Blind and Disabled (ABD)

Ohioans with a major disabling condition may qualify for Medicaid coverage if they meet certain financial requirements. ABD enrollees typically have more complex health care needs and are more expensive to cover than the MAGI population. The ABD category represents approximately 8% of Medicaid enrollment.

ABD individuals are enrolled in the statewide full-risk managed care program except for when institutionalization or waiver services are required, unless it's a waiver administered by DODD, who are voluntary enrollment. These individuals would be transitioned to FFS Medicaid.

Adult Extension

Eligible individuals enroll in one of the five managed care plans that operate statewide. Some of the benefits received at no additional cost include access to a Nurse Advice line available 24 hours

a day, 7 days a week, transportation to medical appointments, and other value-added services and benefits.

MyCare

Created by the ACA, the CMMI aimed to explore innovations in health care delivery and payment to enhance the quality of care for Medicare and Medicaid beneficiaries, improve the health of the population, and lower costs through improvement. While each program provided individuals with access to critical services and care, coordination between the two programs was lacking.

Given the partnership that exists between federal and state governments with respect to dual eligible individuals, CMS, through the Innovation Center, provided funding for states to support the design of innovative service delivery and payment models that integrate care for this population.

Ohio is home to approximately 240,000 individuals who are covered by both Medicare and Medicaid. MyCare coordinates physical, behavioral, and long-term care services for individuals age 18 and older, who are eligible for both Medicaid and Medicare. This includes people with disabilities, older adults, and individuals who receive behavioral health services.

As of July 2018, there were approximately 110,000 individuals enrolled. Statewide, there are five MyCare plans serving eligible members in seven multi-county demonstration regions: Aetna Better Health of Ohio, Buckeye Community Health Plan, Caresource, Molina Healthcare of Ohio, Inc., and United Health Care Community Plan of Ohio, Inc.

If a MyCare enrollee selects their MyCare plan to provide both Medicaid and Medicare benefits, the MyCare plan will serve as a single point of contact for all of the Medicare and Medicaid services and a single ID card will be provided for all such services. In addition, the plans will encourage choice and self-direction for all members, provide support to remain independent and in the community, and provide care management that could include face-to-face visits in the home and community.

Eligible individuals may choose from at least two managed care plans in each region to provide their Medicaid and Medicare benefits. Individuals have the option to opt-in and have their Medicaid managed care plan provide their Medicare benefits or to opt out of the Medicare portion of the program and stay with their current Medicare Advantage plan or in the traditional Medicare (FFS) program. However, the individual's selected MyCare managed care plan will provide and pay for all their Medicaid services.

Adoption, Foster Kids (AFK)

Beginning January 1, 2017, children in custody of the local Public Children Services Agency (PCSA) and adopted children were required to receive their benefits through a MCP. Children in custody could be enrolled in managed care prior to January 1 at the discretion of the PCSA, to promote a smooth transition and continuity of care. Prior to January 1, 2017, PCSAs selected the plans for which they wanted the child enrolled and submitted information to ODM. ODM contacts adoptive parents to enroll their children in managed care.

MLTSS

In the future, ODM may design a Managed Long-Term Services and Supports (MLTSS) program in which ODM will contract with managed care plans to arrange for and coordinate physical healthcare, behavioral healthcare and Long-Term Services and Supports (LTSS). LTSS are Medicaid-funded, institutional- or community-based, medical, health, psycho-social, habilitative, rehabilitative, and/or personal care services, in excess of state plan services for those who need additional services and supports to maintain the best quality of life possible in the least restrictive setting. LTSS services are provided to individuals who meet financial (income and resources) and non-financial (e.g., level of care, chronic condition) eligibility criteria. Individuals receiving community-based LTSS through one of the State's current SSA 1915(c) Medicaid fee-for-service waivers (such as PASSPORT, Home Care Waiver, or Assisted Living Waiver) or individuals receiving Medicaid fee-for service institutional-based LTSS (such as nursing facilities) would be enrolled in the MLTSS program. Also, possibly included in the MLTSS program would be individuals who are currently in the MyCare Ohio program, which is made up of three population groups – 1) the community well (not LTSS) dual eligible individuals, 2) individuals living in the community on the MyCare Ohio waiver; and 3) nursing home residents who meet the MyCare Ohio eligibility requirements, as well as non-MyCare Ohio eligible non-LTSS dual eligible.

General requirements specific to MLTSS programs under applicable federal requirements include:

1. A framework for engaging stakeholders in the ongoing monitoring of MLTSS programs;
2. Payment methodologies that seek to improve population health, beneficiaries' experience of care, and community integration of beneficiaries, while controlling costs;
3. An independent system of choice counseling, along with other supports to help individuals navigate the managed care system;
4. Person-centered processes to ensure that beneficiaries' medical and non-medical needs are met and that they have the quality of life and level of independence they desire;
5. Standards for coordination and referral by the managed care plan to ensure that the beneficiaries' service plans are comprehensive;
6. Standards for the adequacy of the networks, the qualifications and credentialing of providers, and the accessibility of providers to meet the needs of beneficiaries;
7. Participation in efforts to prevent, detect, and report critical incidents that adversely impact beneficiary health and welfare; and
8. MLTSS-specific quality initiatives.

D. MCP Accountability

ODM currently has a comprehensive strategy for assessing and improving the quality of managed care services offered by MCPs. Expectations for performance, as measured by both process and outcomes, are established and MCPs are held accountable to standard levels of performance in key program areas. MCP administrative functions and the quality of care received by members are evaluated using a broad set of administrative and performance measures. MCPs with performance levels below the minimum performance standards are required to take corrective action and/or subjected to financial penalties. Selected performance measures are used to improve the quality of managed care services offered through contracted MCPs.

E. Quality Withhold Program

ODM has implemented a quality withhold arrangement for the Medicaid Managed Care (MMC) program to provide quality payments to MCPs that achieve specific levels of performance in program priority areas. Standardized clinical quality measures derived from a national measurement set (i.e., Healthcare Effectiveness Data and Information Set (HEDIS)) are used to determine incentive payments.

Starting with capitation and delivery payments made in April 2018, ODM initiated a withhold for use in the Quality Withhold Program. ODM will use Quality Indices to calculate the amount of the withhold payout. Quality Indices will be comprised of multiple performance measures related to the index topic. Quality Indices measure the effectiveness of the MCP's population health management strategy and quality improvement programs to impact population health outcomes. Determination of the Quality Withhold payout is specified in the provider agreement. A bonus pool for high performing MCPs will be established annually based on unreturned quality withhold dollars.

1.4 Overview of the Project

MCPs are reimbursed on a capitated basis with capitation rates prepared in accordance with federal regulations, at 42 CFR § 438.5. Further, Rule 5160-26-09 of the Ohio Administrative Code (OAC) requires capitation rates be reviewed at least annually but may be modified more frequently based on existing actuarial factors and experience. This RFP is being issued to fulfill federal and OAC requirements regarding capitation rates. Additionally, ODM has an ongoing need for actuarial and professional support services pertaining to managed health care, evaluation and maintenance of managed care, fiscal analysis including budget development and modeling, program review, information exchange, analysis of health care delivery options and other technical assistance when required.

ODM has expanded managed care to other population groups such as Adult Extension population (January 1, 2014), MyCare (dual demonstration program effective May 1, 2014), and Adoption Foster Care Children (January 2017). The awarded supplier may be expected to explore and implement new payment reform strategies such as, bundling/episodes of care, Comprehensive Primary Care, Care Innovation and Community Improvement Program and MLTSS. The awarded supplier will also assist ODM in estimating the impact of new state and/or federal legislative initiatives that may occur including adding other population groups to managed care.

It is possible that during the contract period, the selected supplier will be asked to develop payment strategies and rates for other specialized provider groups such hospitals, as well as professional and waiver services as identified by ODM.

ODM is seeking to develop a consultative relationship with a supplier, who will assist ODM in gathering and analyzing data for ODM to develop program decisions and payment updates meeting the goals of fiscal soundness and access to quality care for beneficiaries. The selected supplier will provide ongoing technical support to ODM in areas of fiscal monitoring and cost containment such as: determination of appropriate reinsurance levels; cost report reviews; single Preferred Drug List reviews, provider taxes, and review of financial performance measures (such as, medical loss ratio, risk-based capital ratios, and overall expense ratios, etc.).

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

Individually, many state budget initiatives and federal mandates are far reaching in scope and complexity. The opportunity to transform Ohio's Medicaid Program, while at the same time continuing to use its resources to run the Program, prompts ODM to solicit skilled supplier resources to successfully develop and implement the program initiatives and tasks described. To support ODM's long-term goals for Medicaid programs, the support and assistance of a skilled supplier is needed.

Specific routinely performed projects are identified in Section IV but ODM anticipates additional projects to be performed throughout the term of the contract(s). ODM will assign the selected supplier specific projects within the Scope of Work. Before the selected supplier may begin work on an ad hoc project, the supplier will be required to provide an impact analysis and cost summary. The supplier will calculate costs for each project using the rates as proposed in response to this RFP *in a Statement of Work document that must be mutually acceptable to both parties and agreed to by the ODM Agreement Manager.*

For additional information on the various healthcare initiatives that align with the strategies listed above, please visit the Program Resource Library assigned to this RFP, and for more information about the specific Deliverables that align with the strategies listed above, refer to Section IV, Scope of Work and Specifications.

1.5 Objectives of the Project

Assuring access to medically-necessary health services, as well as the cost-effective purchase and quality of care delivered to Medicaid members enrolled in MCPs is of primary concern to ODM. In addition, the managed care program is designed to provide the following to enrolled consumers:

1. Prevention and care coordination services;
2. Advice and direction for medical issues via a 24/7 medical advice hotline;
3. Help in accessing services with a dedicated call center for members and a provider directory listing PCPs, hospitals and specialists;
4. Case management for consumers with chronic and complex conditions; and
5. Coordination with state sub-recipient agencies as appropriate.

MCP rate development is being performed by the current actuarial services Contractor. The selected supplier will be expected to complete the rate development for Calendar Year (CY) 2020 in the initial year and identify fiscal impacts of policy recommendations and rate updates, on a calendar year basis, for future years of the managed care program's operation.

The enactment of the Balanced Budget Act (BBA) in 1997 by CMS to implement the managed care provisions of the BBA, changed the regulations of premium rates for Medicaid MCPs. The BBA eliminated the requirement that capitation payments under risk contracts include an Upper Payment Limit (UPL) which led

to the de-coupling of the managed care payment rates from FFS costs. In addition, the BBA requires actuarial certification of capitation rates; specifies data elements that must be included in the methodology used to set capitation rates; requires states to consider the costs for individuals with chronic illness, disability, ongoing health care needs or catastrophic claims in developing rates; and requires states to provide explanations of risk sharing or incentive methodologies.

Although the BBA has separated managed care from FFS delivery systems for the purpose of managed care premium development, in Ohio the Managed Care and FFS payment systems are interrelated, with many MCPs benchmarking their performance and payment arrangements against the FFS sector. It is expected that the selected supplier will suggest possible ways to evaluate the managed care programs cost effectiveness and to increase the value and reliability of the program by recommending fiscal policy changes to control costs. The supplier is expected to perform complex analyses of historic Medicaid spending and consumer utilization patterns for Ohio's Medicaid populations, both Managed Care and FFS, as appropriate. In Managed Care, different analyses are expected to occur for the MAGI and Adult Extension, ABD, (Adults and Children) and MyCare populations due to differences in their health care needs, utilization patterns, and overall Medicaid controls. The selected supplier will work with ODM to analyze budget trends, develop budget projections and recommend budget initiatives during the contract(s) period.

On May 6, 2016, CMS released the first comprehensive revision of the federal Medicaid managed care and CHIP regulations in more than a decade.

The CMS regulations cover a broad range of issues including: managed care rate development and Medical Loss Ratio (MLR) standards; managed care enrollment and disenrollment; continuity of care upon managed care enrollment; network adequacy; stakeholder engagement in managed long-term care programs; enrollee rights; grievances and appeals; continuation of services pending appeal and fair hearing; a new Medicaid managed care quality rating system; and program integrity. Summaries of selected portions of the final rule are available at this website:

<https://www.medicaid.gov/medicaid/managed-care/guidance/final-rule/>

To promote the alignment of requirements across different managed care products, and to ensure that capitation rates are actuarially sound, the final rule required that Medicaid and Children's Health Insurance Program (CHIP) managed care plans calculate and report an MLR beginning in 2017. The final rule's standards for calculating the Medicaid and CHIP MLR are generally consistent with the standards for Medicare Advantage plans. The final rule further requires that capitation rates be developed in a manner to allow managed care plans to achieve at least an 85 percent MLR.

It is required that the selected supplier demonstrate an understanding and ability to comply with these regulations. The selected supplier is expected to certify that the rate setting methodology and the rates are actuarially sound, in accordance with the appropriate sections of 42 CFR § 438, including but not limited to, 42 CFR § 438.4, OAC § 5160-26-09, and CMS-issued rate setting guidance. The rates must be approved by CMS to assure the receipt of continuing federal financial participation (FFP) by the state.

By contracting with MCPs, ODM expects to improve Medicaid program accountability for its constituents in the following four (4) areas:

1. Reducing costs for delivering necessary health care to enrollees;
2. Assuring access for enrollees to all Medicaid covered services;

3. Maintaining quality of health care with an emphasis on prevention; and
4. Increasing accountability.

The selected supplier will assist ODM in achieving the above goals by:

1. Working with ODM to develop capitation payment rates that meet the objectives of actuarial soundness and fiscal restraint;
2. Monitoring the financial performance of the MCPs for accuracy, completeness and solvency;
3. Ensuring compliance with the financial performance measures outlined in provider agreements;
4. Providing advice about program and payment reforms to enhance quality of care and cost effectiveness;
5. Assisting with financial and operational analysis of federal legislative Acts and assessing the impact on the Medicaid program, including but not limited to, consulting on designing new models of delivering care and assessing otherwise proven cost-effective strategies already implemented in other comparable states such as patient-centered medical homes (PCMH), bundled payments/episode-based care, Accountable Care Organizations (ACOs), and fully integrated (physical and behavioral) delivery models;
6. Developing capitation rates for a full-risk comprehensive managed care program which delivers an array of service packages meeting the physical and behavioral needs of its enrolled population;
7. Assessing financial impacts of new programs, changes to existing programs, policies and budget initiatives; and
8. Developing new rates as new populations are transitioned into managed care.

The development of payment rates consists of a number of discrete documents and tasks which are needed by MCPs to assess their payment risks and required by CMS to fulfill federal regulations. These tasks along with MCP monitoring and evaluation tasks, technical consulting tasks around budget planning, are specified in more detail in the Scope of Work and Specification of Deliverables.

The selected supplier will assist in analysis, development and management of specific healthcare actuarial and financial activities to help ODM accomplish its goals as outlined in this RFP. The selected supplier will enhance the ability and capacity of ODM to implement the SFY 2020-2021 budget strategies.

1.6 Transition Period and Time Frames

Potential suppliers must be aware that the selected supplier must provide transition services at no charge to ODM to be able to begin work on the contract start date. The Contractor must agree to a transition period beginning in SFY 2019 to cover interval between contract award and beginning of SFY 2020 contract to facilitate transition of rate setting functions, including data transfers and documenting methodologies from the State's exiting actuary. Transition activities may also include participating in meetings with the exiting supplier, via electronic media or in person and establishing data sharing arrangements for information transfers. Transition activities will be provided at no cost to ODM.

Most services described in this RFP are subject to a work-plan and timeline provided by the Contractor and approved by ODM. Some services will be required intermittently as needed to successfully implement emerging ODM healthcare strategies and initiatives. Timelines for these initiatives must reflect overall strategic timelines and the ability to complete the work within deadlines established by ODM.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
February 11, 2019	ODM releases RFP on ODM and DAS Web Sites; Q&A period opens. - RFP becomes active; suppliers may submit inquiries for RFP clarification.
February 25, 2019	Supplier Q&A period for supplier questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
March 15, 2019 4:00 P.M.	Deadline for suppliers to submit proposals to ODM (4 p.m.). - This is the beginning of the ODM process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
April 3, 2019	ODM issues contract award notification letter (estimated). - Suppliers that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.
April 10, 2019	Implementation of Transition period (estimated—following notification award letter).
May 20, 2019	Controlling Board review of contract (estimated—if applicable). - Contract with the selected vendor may require review and approval.
July 01, 2019 through June 30, 2021	Initial Contract Period (first biennium) (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 (PO).
July 1, 2021 through June 30, 2023 and July 1, 2023 through June 30, 2025	Possible contract(s) renewal period (estimated—following notification of all contractual and funding approvals).

ODM reserves the right to revise this schedule if needed and/or to comply with the State of Ohio procurement procedures and regulations.

In accordance with Ohio Revised Code (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 supplier 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. ODM will notify the selected supplier when the requirements of ORC § 126.07 have been met and send them a copy of the PO.

Subject to Controlling Board approval, the contract period(s) are expected to run from approximately June 30, 2019, July 1, 2019 through June 30, 2021, with the possibility for two renewal contracts that would be in effect from July 1, 2021 through June 30, 2023, and July 1, 2023 through June 30, 2025, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal contracts may be subject to approval by the Controlling Board.

2.2 Internet Question and Answer Period; RFP Clarification Opportunity

Potential suppliers or other interested parties may submit clarifying questions regarding this RFP during the Q&A Period as outlined in Section II, Anticipated Procurement Timetable, by using 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”, then under “Current Solicitation” 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 the 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 supplier (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 an 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 suppliers (or any interested party) that submitted questions. ODM is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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,” suppliers and others should select “View Q and A.” ODM strongly encourages suppliers to ask questions early in the Q&A period so that answers can be posted with sufficient time for follow-up questions.

Supplier 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 suppliers 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. Once submitted questions have been answered, responses are clearly identified on the website dedicated to this RFP.

Requests for copies of any previous RFPs, Request for Letterhead Bids (RLBs), etc. or for past supplier proposals, score sheets or contracts for this or similar past projects are not clarification questions regarding the present RFP, but are Public Records Requests (PRRs), and should be submitted to: mcdlegal@medicaid.ohio.gov.

If suppliers experience technical difficulties accessing the DAS website where the RFP and its related documents are published, they may contact the ODM Office of Contracts and Procurement (OCP), RFP/RLB Unit, at (614) 502-7117 for guidance.

2.3 Communication Prohibitions

From the date this RFP is issued until a contract is awarded, there may be no communications concerning the RFP between any supplier and any employee, contractor, or subcontractor of ODM, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODM and any supplier that could submit a proposal in response to this RFP; and
3. As part of any supplier interview process or proposal clarification process initiated by ODM, which ODM deems necessary to make a final selection.

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 suppliers may result in the disqualification of those suppliers' proposals.

If interested suppliers need to communicate regarding this RFP, they must contact ODM using one of the mechanisms above. Suppliers 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 this RFP. Any communication considered prohibited, or proposals not submitted to the proper address, may disqualify suppliers from participation in this RFP.

2.4 Amendments to the RFP

If it becomes necessary to revise any part of this RFP, ODM will post those revisions, amendments, etc., to the website dedicated to this RFP. All interested suppliers must refer to that website regularly for amendments or other announcements. ODM will not specifically notify suppliers of changes or announcements related to this RFP except through the website posting. It is the sole responsibility of suppliers to be aware of, and to fully respond to, all updated information posted on the original website.

2.5 Program Resource Library

There is a specific library of documents, reports, or other information that vendors interested in this RFP should consider at <https://medicaid.ohio.gov/RESOURCES/Publications/ODM-Guidance#1615214-managed-care>. In addition, a wide variety of information on ODM and its programs which interested vendors may find useful is available to the public via the ODM website at <http://www.medicaid.ohio.gov/> and the Ohio Health Transformation (OHT) website at: <https://healthtransformation.ohio.gov/>.

These include information about the current managed care program including MAGI and ABD (Adults and Children), MyCare program, and Medicaid Adult Extension program with region specific eligible and enrollment numbers, region specific rates, ABD (Adults and Children) eligible and enrollment numbers, ABD (Adults and Children) base rate and risk adjustment methodologies, and current MAGI program contracting requirements with the plans including data submission requirements, standards for plan approval, and performance measurements. The supplier may also be asked to assist with Nursing facility rate setting and rebasing.

Information about the new Medicaid Information Technology System (MITS) claims payment system is available:

<https://medicaid.ohio.gov/RESOURCES/Publications/ODM-Guidance#1615193-mits-resources>

SECTION III. SUPPLIER EXPERIENCE AND QUALIFICATIONS

Supplier's proposals must state how each of the following minimum qualifications are met by the supplier and individual being proposed as a key staff members and describe how the organizational and staff experience and capabilities of the supplier. The supplier must also provide a current organizational chart and specify the key management and administrative personnel who will be assigned to this project.

Throughout this RFP when the word "Assigned" is used as it relates to staffing or key positions, it is defined as a named individual who has responsibility for the work being done on the Ohio contract. Assigned individuals would be considered Key Personnel, whose replacement is covered in Section 3.5.

3.1 Mandatory Supplier Qualifications:

To be considered for the contract expected to result from this RFP, ODM requires that interested suppliers **must** meet and provide proof of, at minimum, the following qualification requirements. ODM will only consider proposals from suppliers:

1. Whose key or Lead Actuaries possess certification by the American Academy of Actuaries, and the Society of Actuaries and each have at least ten (10) years of actuarial experience. Suppliers must include copies of the required certifications of these standards for each key staff person in their proposals;
2. That have at least six (6) actuaries that fit the description of the Fellow of the Society of Actuaries (FSA), who will be Assigned to the Ohio contract. ODM has major multiple projects running concurrently, therefore, ODM requires at least six (6) FSAs fitting the qualifications to lead these individual projects;
3. That will Assign a FSA to each project task who is a member of the American Academy of Actuaries; and who has at least five (5) years of experience with Medicaid in developing full-risk capitation payment rates for the CMS for comparable large Medicaid agencies, and will be Assigned to the Ohio contract.

4. That will Assign at least three (3) other qualified Actuaries) who are members of the American Academy of Actuaries; and who have at least five (5) years of experience with Medicaid in developing full-risk capitation payment rates for the CMS for comparable large Medicaid agencies, and will be Assigned to the Ohio contract.
5. That supply documentation of actuarial certification and dates of when staff achieved actuarial qualification. Acceptable documentation includes copies of letters or certificates from the Society of Actuaries and or the American Academy of Actuaries.
6. That supply documentation for each state in which they certify the full-risk capitated rates, and the Medicaid eligible populations that are included (e.g. ABD, Adult Extension, etc.).
7. That has at least six (6) FSAs with five (5) years of experience in developing rates for full-risk Medicaid managed care programs for at least three (3) large comparable Medicaid state agencies. The supplier must describe and document applicable experience which clearly indicates the dates of the consultation engagements, names of the states, and tasks performed;
8. That has at least five (5) years of experience in developing and certifying full-risk managed care rates for ABD (Adults and Children), and MAGI populations for at least three (3) large Medicaid agencies. The supplier must describe and document applicable experience which clearly indicates the dates of the consultation engagements, names of the states where services were performed, and the tasks that were performed. That experience should also include:
 - a. At least 4 years of rate-setting for integrated delivery systems (e.g., MyCare) models which incorporate Medicare and Medicaid services into one program;
 - b. At least 3 years of rate-setting for Adult Extension population.
9. That can analytically process large data sets from ODM on a timely basis, to allow all other tasks to be completed on schedule. Go to the following website: <https://medicaid.ohio.gov/Provider/ManagedCare/ManagedCareProgramAppendix> for a description of ODM data files. The supplier must provide examples comparable to Ohio to ODM demonstrating that they can process and analyze large data sets, representing at least two million covered lives or about ten million monthly transactions.
10. Meet the requirements in Attachment A2, Supplier and Grantee Ethics Certification, by affirming the following:

The review and understanding of Ohio ethics and conflict of interest laws, as found in Chapter 102 and §§ 2921.42 and 2921.43 of the ORC;

Confirmation of not being excluded from entering into a contract with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC § 9.24 and unfair labor findings pursuant to ORC § 121.23;

Compliance with the requirement to maintain a complete affirmative action plan, or accept the State's plan, and be in compliance with ORC § 125.111 prior to being

awarded a contract. Suppliers should review these requirements at the following DAS website: <https://das.ohio.gov/Divisions/Equal-Opportunity/Affirmative-Action-Equal-Employment-Opportunity>

Acknowledgement that, pursuant to ORC 9.76, a state agency may not enter into, or renew a contract for supplies, equipment or services with a company that operates to earn a profit unless that company certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade. Supplier agrees to notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade.

11. Complete and return all remaining Attachment A forms upon submission of proposal.
12. Submission with supplier's proposal of selected Ohio certified Minority Business Enterprise (MBE) subcontractors assigned, at a minimum, job duties that will equate to a minimum of 15 percent of the total dollar amount of the contract per state fiscal year (SFY). This requirement is further described in Section IX.

Suppliers who do not meet ALL the above requirements will be disqualified from further consideration for contract award. The Technical Proposal Score Sheet (Attachment B) lists the mandatory criteria, all of which must be met in Phase I of the evaluation process for the proposal to be accepted for full scoring. NOTE: Suppliers may NOT use subcontractors to meet the expertise requirements of Section 3.1 (numbers 1,2,3,5,6, and 7).

3.2 Organizational Experience and Capabilities

Proposals should demonstrate significant organizational expertise of the prime contractor. Proposals must include, at a minimum, the following demonstrated experience as detailed below. As part of the evaluation process, suppliers are to provide the following information to be scored by ODM:

1. The total number of years the organization (not staff) has had experience working with state Medicaid agencies developing and certifying managed care rates for the states. The expectation is that the supplier has at least ten (10) years of corporate and/or government experience. Separate the total number of corporate years from such total number of staff years;
2. A brief description of the organization's history and current operations;
3. A narrative summary describing at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years demonstrating expertise in developing full-risk Medicaid managed care rates and providing the certifications and documentation necessary for CMS approval. The summary should discuss the supplier's experience in setting rates for the following population groups:
 - a. Non-disabled Medicaid population;
 - b. Medicaid disabled and elderly populations ABD (Adults and Children);
 - c. Those that are on HCBS waivers and/or other managed long-term care models;

- d. Children with special health care needs;
 - e. Adult Extension population;
 - f. Children and adults with chronic diseases and co-morbid conditions including mental health and behavioral conditions;
 - g. Populations in fully integrated care models (that provide acute and long-term care services i.e. those dually eligible for Medicaid and Medicare); and
 - h. Populations with severe and persistent mental illness/serious mental illness/serious emotional disturbance/substance use disorder.
4. For each of the above populations, describe methodologies used to establish appropriate Medicaid capitation rates for the state agency. **To describe each project, use no more than three pages.**
- a. Identify the lead and staff actuaries who are projected to be assigned to each of the above projects;
 - b. Four (4) letters of reference from at least four (4) states for which they have performed similar large-scale projects in the past five (5) years. The professional title of the referenced individuals, telephone number, and a brief description of the type of services provided must also be included;
 - c. A description of the supplier's experience in validating large data sets, representing at least two million covered lives or ten million monthly transactions for rate setting, developing adjustments for selection and case mix, health coverage policies with certain carved out services, inflation factors, Third Party Liabilities (TPLs), geographic locations, and chronic diseases.
5. An example of a data book that the supplier has prepared for any of the state's Medicaid programs; and
6. A description of the supplier's experience in conducting operational compliance analysis. The description should include: analysis of cost reports in major service categories (e.g. inpatient services, emergency services, pharmacy etc.); analysis of other financial compliance; and reporting of results.

3.3 Information Technology and Communications

Using specific descriptive examples from other states comparable to Ohio and screen shots of applicable and relevant information technology and communications capabilities, the supplier must demonstrate, at minimum, the following:

- 1. Having the information technology capacity to receive, manipulate, and analyze Medicaid claims, encounters, eligibility, enrollment, and demographics for a population of over two

million eligible individuals per year in a single state, or ten million monthly transactions in a single state for multiple years. This includes:

- a. Establishing a File Transfer Protocol (FTP) site to exchange large data files with ODM and the health plans in a HIPAA compliant manner;
 - b. Ability to implement the Chronic Illness and Disability Payment System Plus Rx (CDPS+Rx) risk adjustment model; and
 - c. Ability to ensure data security.
2. Having information technology capacity (in processing data for at least two million covered lives per year in a single state or ten million monthly transactions in a single state) to communicate electronically with ODM and the health plans while meeting HIPAA security standards, including:
- a. Telephone conference calling;
 - b. Secure two-way file-sharing platform, such as Sharefile, to facilitate dissemination and storage of all contract documentation, work plans, deliverables, presentations, and any other correspondence to be shared with ODM.
 - c. Secure two-way file-sharing platform, such as Sharefile, accessible to the health plans to facilitate transmission and storage of files such as cost reports, deliverables, presentations, and any other correspondence to be shared.
 - d. File Transfer Protocol (FTP) or Secure File Transfer Protocol (SFTP) solution to facilitate the transmission of large files containing Protected Health Information (PHI) between the contractor and ODM.
3. Having web-based conferencing capacity to enable presentations and feedback to the health plans for the deliverables in the resulting contract. This capacity should include the ability to have participants sign on to the conference, display presentations, transmit voice communications over web and/or phone lines, and have conference participants ask questions over the telephone or submitted through the Web.

For specific Information Technology and Communications requirements, see section 2.5, Program Resource Library.

3.4 Staff Experience and Capabilities

Suppliers must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and resumes and /or curriculum vitae. Key staff must include at least six (6) leading actuaries. Suppliers must, at minimum:

1. Identify, by position and by name, staff they consider key to the project's success. Proposals should provide resumes and/or curriculum vitae for key actuarial staff that will assist on the project. Suppliers shall also include: 1) documentation of actuarial certification and dates when

staff achieved actuarial qualification; 2) education and experience in conducting this type of project; 3) relevant aspects of the projects with which each of the key personnel have been involved; and 4) attachments of previous work by each of the key management personnel which is the best representation of their capability. Lead actuaries must have at least ten (10) years of actuarial experience;

2. Assign a Data Manager, experienced in analysis, processing, and security of large health care data sets (need not be a qualified actuary) to the project. The Data Manager will be responsible for all data manipulation, summarization and analysis. For example, experience is needed with summarizing raw data by time-period, region, age, sex, diagnosis, aid category, service category, place of service, provider type and disease status. Further, specific experience with risk adjustment techniques and the employment of risk scores using models such as the CDPS are necessary for project completion. Suppliers must submit the proposed Data Manager's education, experience, and skills in these areas demonstrating at least seven (7) years of relevant experience; and
3. Assign a Project Manager who will be responsible for the logistics of transmitting data and project deliverables and communication with parties for the entire project. The project manager should have at least seven (7) years' experience with projects of similar size and complexity and is expected to spend at least 75% of their time working with these tasks

3.5 Replacement of Key Personnel

1. Upon execution of a Contract, ODM must approve any replacement of any key personnel. ODM reserves the right to disapprove a key staff member's replacement if it determines the minimum education and experience requirements are not met. The Contractor must use all commercially reasonable efforts to ensure the continued availability of those key personnel. Also, the Contractor may not remove those personnel from the project without the prior written consent of ODM, except if doing so is necessary for legal or disciplinary reasons. However, the Contractor must make a reasonable effort to give ODM 30 calendar days' prior, written notice of the removal. Contractor's notice to ODM to remove or replace key personnel must include two qualified replacement candidates' resumes with detailed documentation of the proposed candidate's experience with projects of similar size and scope to the subject of this RFP.
2. If the Contractor removes a key personnel from this project for any reason other than those specified above, ODM may assess liquidated damages in the amount of \$1,500.00 for every day between the date on which the individual was removed and the date that the Contract is terminated, or the individual's qualified replacement, selected in accordance with the process identified in this Section, starts performing on the project. ODM also may provide the Contractor with written notice of its default under this section, which the Contractor must cure within 30 days. Should the Contractor fail to cure its default within the 30-day cure period, the Contract may be terminated immediately for cause, and ODM will be entitled to damages in accordance with the Suspension and Termination Section of the executed Contract due to the termination. Should ODM assess liquidated damages, or otherwise be entitled to damages under this provision, it may offset these damages from any fees due under the Contract.

3. ODM has an interest in ensuring that its operations are carried out in an efficient, professional, legal, and secure manner. Therefore, ODM will have the right to require the Contractor to remove any individual involved in the Project, if ODM determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under the Contract has become unavailable, and the Contractor must follow the procedures identified above for replacing unavailable Key Project Persons. This provision also applies to people that the Contractor's subcontractors engage, if they are listed by name as a Key Project Person in the RFP Documents.

3.6 Subcontractor Identification and Participation Information

Suppliers 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. Subcontractor's legal status, federal tax ID number, and principal business address;
2. Name, phone number, and email address 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 supplier is selected;
5. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. The MBE certification number, if applicable, and a copy of their current MBE Certification letter must be included.

3.7 Sensitive Personal Information

It is the sole responsibility of the Contractor submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of supplier 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 supplier whose proposal is found to contain such prohibited personal information.**

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

Interested suppliers are to view this Sections' description of the Scope of Work and Deliverables that will be required of the selected supplier as the underlying frame work for supplier's proposals. Proposals will be evaluated by ODM not only on whether a qualified supplier agrees to the required Deliverables, but on how well and how fully their proposals indicate they will perform the Deliverables, and how effectively and efficiently the proposal meets the RFP's objectives and serves Ohio's needs. The selected supplier will be

responsible for the Deliverables as described in this Section, including all preparatory and intervening steps, whether or not ODM has explicitly specified or delineated them within the RFP. Suppliers, therefore, must fully and appropriately plan and cost out their proposals accordingly. Suppliers acknowledge that contract cost proposal will not be increased over the contract period for work included within the scope of the RFP.

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

4.1 Scope of Work

The Scope of Work required under this RFP will result in the accomplishment of the strategies and objectives as stated in Section I of this RFP. Due to the dynamic nature of this program, resource constraints, changes in federal regulations, and the changing legal environment, not all components are known at this time. Suppliers must propose key personnel with expertise as specified in Section 3.

The information below is a summary of routine duties and responsibilities of the selected supplier for this RFP; further details are provided in Section 4.3, Specifications of Deliverables. To receive consideration for contract award, all aspects of the requirements described in this section must be addressed in the supplier's technical proposal.

In addition to the routine deliverables described in this RFP, additional tasks may be required, and the type and amount of work being performed by the selected supplier at any given time is expected to vary considerably, depending on the timelines of specific initiatives. The selected supplier will assist ODM in determining how to optimize Ohio resources.

The rate methodology and the rates for CYs 2016-2019 were developed by the current actuary and are available in the Program Resource Library [Resource Library](#) in Section 2.5.

Specific Deliverables are outlined in Section 4.3, but there may be other, as yet, undefined tasks that develop and will be required as a result of emerging and evolving new state and federal policy initiatives. In addition, the selected supplier will be required to provide the Deliverables and adhere to the schedule outlined in Section 4.4, but those dates are subject to change by ODM. The Contractor must be able to meet ODM's deadlines to allow ODM the necessary time to conduct impact analysis and timely procurement negotiations with external entities like the MCPs.

Important Note: The selected supplier will be required to perform some annual well-defined core Deliverables for each year such as rate setting, budget prediction, and financial monitoring which must be completed following a specified timeline. However, as previously stated, other Deliverables and tasks may be required and may change over the term of the contract to comply with changes in federal and/or state laws, regulations or policies. The selected supplier will be required to regularly provide updated work plans (no less often than every six (6) months) to ODM. Updates should include:

1. Time frames for completion of tasks;
2. Estimates of contract hours expected to be spent; and

3. Resource needs.

4.2. **Administrative Structures—Proposed Work Plan**

Suppliers must include, at a minimum, the following administrative structures and technical approach for their proposed work plans. Supplier's proposals shall:

1. Describe how the supplier's services will help ODM achieve the key objectives stated in Section 1.5 of this RFP.
2. Describe the supplier's technical approach to work, including processes and methods for:
 - a. Research analysis and data manipulation, actuarial rate-setting development methodologies;
 - b. Assigning work to staff, overseeing the work and delivering the results to ODM;
 - c. Providing status reports and analyses at least monthly, annually and upon request;
 - d. Determining and reporting that work has been completed and invoiced; and
 - e. Resolving unanticipated problems.
3. Provide a process for submitting an "impact analysis" to ODM for approval before beginning work on any specific initiative and submitting an amended impact analysis for any initiative in progress upon request by ODM. This "impact analysis" – based upon detailed discussions with ODM about the initiative, ODM needs, the target implementation or completion date and the scope of work- will allow ODM to allocate staff and funding necessary for the project. Include in the Technical Proposal a rough hard copy sample of an impact analysis, which will include:
 - a. A Project work plan, provided in a format that ODM can electronically review, copy or edit;
 - b. A proposed timeline with: 1) Target completion dates for any required activities; and 2) Hours of work that will be necessary for each of the required activities, identified as follows:
 - i. Staff provided under a contract resulting from this RFP;
 - ii. Any additional personnel required to complete the activity on time; and
 - iii. An estimate of the total cost of the initiative.
4. Provide a current organizational chart (including subcontractors, if any) and specify the key management, technical and administrative support personnel who will be assigned to this project. Include the following:
 - a. Total number of actuaries (including lead actuaries) who will be involved in different projects (cost reports, dashboard reports, financial monitoring, data analysis, and rate development) for:
 - i. The MAGI, ABD (Adults and Children) and Adult Extension;
 - ii. MyCare dual eligible program;

- iii. HCBS; and
- iv. Physical and Behavioral health populations.

Each project should have at least a lead actuary and three (3) staff actuaries, and proposals will include:

- b. A process for proposing substitute or replacement staff for ODM's approval, in the event key staff identified in the Technical Proposal become unavailable; and
 - c. A process for ensuring that key staff (and any replacement or additional staff) will be available and any replacement or additional staff will be made available as called for in the impact analyses prepared by supplier in coordination with ODM and approved by ODM.
5. The percentage of time each key management personnel will devote to the projects-
 6. The number of executive and professional personnel, management analysts, programmers, consultants, etc., who will be employed in the work. Suppliers are to identify where these personnel will be physically located during the time they are engaged in the work; and
 7. For the Deliverables identified in Section 4.3, identify as succinctly as possible:
 - a. Proposed approach to performing the work described
 1. Identify the Lead actuary and other actuaries who would be Assigned to the Ohio project to perform this work
 - b. Vendor's experience providing Deliverables of similar scope and nature
 1. Specific Deliverables performed for each project
 2. Length of the experience on each project

Note: Tasks can be grouped together by the vendor for ease of reporting their experience. Specify relevant experience in producing the Deliverables described in Section 4.3 and provide a contact person (name, email address and phone number of the contact) who has the knowledge of the work performed for that respective state. The Deliverable in Section 4.3 may have additional information listed for the Supplier to include in the proposal.

4.3 Specification of Deliverables

This section sets forth the routine activities and Deliverables which will be required of the selected supplier under the contract expected to result from this RFP. In addition to these routine activities and Deliverables, there may be new Deliverables arising because of new federal and state policies and initiatives. These Deliverables will be incorporated into the executed contract and may require an amendment.

The Deliverables will be described in the following sections: (1) Evaluation and Maintenance of the Current Program (CY 2019); (2) Rate-setting (CY 2020); (3) Fiscal Analysis; (4) Program Review and Financial Analysis; (5) Information Exchange; (6) Technical Assistance and Support; and (7) Analyzing Work to be Done and Areas Where ODM needs Additional Resources to perform the work. The contracted services will include, but may not be limited to, the following areas:

A. Evaluation and maintenance of the current program (CY 2019):

1. Updating the MCP risk scores for the MAGI, ABD (Adults and Children), Adult Extension, and AFK populations using the CDPS+Rx model. Updating the risk scores will include the development of:
 - a. Individual Acuity Factors;
 - b. MCP case mixes;
 - c. MCP Result Summary Reports; and
 - d. MCP Prevalence Reports.

The selected supplier will be required to use the most recently available data (current reports, methodology, report format and glossary of terms can be found in Section 2.5, Program Resource Library).

Supplier must provide an example of a rate certification issued in a state with similar populations.

Target completion timeframe – In use by January of 2020 and updated semi-annually thereafter.

2. Updating the Member Enrolled Mix Adjustment (MEMA) scores for the MyCare Opt-In and Opt-Out population. Updating the MEMA will include:
 - a. Collection of real-time MyCare enrollment data to adjust the MyCare Opt-In and Opt-Out rates per plan per region;
 - b. Development of relative cost factors. Relative cost factors are assigned to each of the population groups that comprise the Nursing Facility Level of Care (NFLOC) rate cell. These relative cost factors are developed by comparing the population group rate to the NFLOC rate. The development of the relative cost factors is region-specific, where the rate for a population group in a region is compared to the NFLOC for that same region;
 - c. Development of the MEMA will include the following steps: (1) Analysis of actual plan member enrollment data at selected points in time and determination of the enrollment mix or composition in each plan; (2) Multiplication of each plan's member enrollment mix by the respective relative cost factors resulting in an estimate of each plan's average member risk mix; (3) Adjustment of the plans' capitation rates by the respective member risk plan factor applicable to each plan; and (4) Ensuring that the rate is budget neutral; and

Target completion timeframe – In use by January of 2020 and updated semi-annually thereafter.

Supplier must provide an example of rate certification issued in a state with a demonstration population(s).

3. Review and evaluation of the existing MCP contracts. This should include, but not be limited to, the appropriateness of:

- a. Utilization and trend assumptions;
- b. Health benefit packages provided for each beneficiary group;
- c. Administrative load assumptions; and
- d. Financial and other reporting requirements.

B. Rate-Setting (CY 2020)

1. Conduct an in-depth analysis of encounter data, cost reports, dashboard data and FFS claims data, if applicable, to identify inefficiencies and hot spots with inpatient, emergency services, pharmacy and other major categories of services to determine adjustments to be applied to the base rates.

Target completion timeframe expected by August of 2019

2. Review the CY 2019 rate setting methodologies for the MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare populations and make sure they are in accordance with the most current federal and state laws and regulations;

Target completion timeframe expected by September of 2019

3. Prepare a Data Book. This shall include at least all the following elements: cost and utilization by cohort, service category and region; encounter data summaries; MCP cost report; and Dashboard report summaries. The data books will be made available in the format recommended by ODM. Distribution will be a joint effort by ODM and the supplier. The supplier will be expected to provide an electronic version of the data book

Target completion timeframe by September of 2019.

4. To supplement the rate development process, the Contractor will be required to annually create a rate survey to elicit additional information from the MCPs to inform the development of the capitated rates (e.g., provider pricing, sub-capitation arrangements, non-benefit services). The Contractor will be expected to meet individually with each MCP and ODM, at ODM's office. The Contractor will be expected to summarize input from the MCPs and produce finalized rate survey results. The Contractor will provide a synopsis of how the MCP survey results will impact the rate development process. The Supplier must provide an example of a rate survey used in a state of similar size.

Target completion timeframe September of 2019

5. Review and evaluate the existing capitation rates and the methodology utilized to determine the capitation rates. This will include reviewing and evaluating the adjustments and assumptions employed in the MAGI, ABD (Adults and Children), Adult Extension, AFK, and MyCare rate setting processes, the risk scores for ABD (Adults and Children), MAGI, Adult Extension, AFK and the Member Enrollment Mix Adjustment (MEMA) for the MyCare population.

Target completion timeframe of 60 days from contract inception.

6. Lead and facilitate monthly meetings with the Managed Care Plans and ODM staff. Ongoing need.
7. Certify the validity of the source data to be used for rate setting. The Contractor will demonstrate how they will validate the accuracy and completeness of the source data for the MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare populations. Supplier must provide an example of rate certification issued in a state with a demonstration population(s).

Target completion timeframe of 60 days from contract inception.

8. Present the data book and rate setting methodology to the MCPs. The supplier will present the MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare rate setting methodologies and data books to the MCPs in addition to preparing written responses to MCP inquiries. These presentations will be conducted on an agreed upon date by ODM and the supplier. Supplier must provide an example of a data book and rate setting methodology presentation used in a state with similar populations.

Target completion timeframe by October of 2019.

9. Assess performance of rate development for the MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare populations. This shall include, at least, all the following: development of trend; managed care assumptions such as clinical measures and financial performance measures, market changes, program expansions; review and inclusion of all FFS coverage policy and reimbursement changes; state and federal legislative mandates; cost containment incentives for the plans; administrative and contingency loads; non-state plan services; and other related factors. Please note that the MAGI, ABD (Adults and Children), Adult Extension, and AFK base rates would have to be risk adjusted twice annually in December and June. The MyCare rates will also require MEMA adjustments twice annually in December and June.

Target completion timeframe October 2019.

10. Present the final draft of ABD (Adults and Children), MAGI, Adult Extension, AFK and MyCare rates at a mandatory meeting with the MCPs, in a face-to-face meeting in Columbus, Ohio. This meeting will be followed by a comment period with written responses by the Contractor and appropriate incorporation of comments from ODM and the MCPs. Supplier must provide an example of a final draft presentation used in a state with similar populations.

Target completion timeframe October of 2019.

11. Certify the final MAGI, Adult Extension, ABD (Adults and Children), AFK and MyCare rates as being actuarially sound. The Contractor will submit to ODM the rate certification letters for submission to CMS for approval of the rates including completion of the CMS rate setting checklist for the final rates. The ODM contract manager will be responsible for verifying Contractor compliance with this Deliverable.

Target completion timeframe November of 2019.

12. ODM maintains a cost-neutral risk pool for high cost Hepatitis C drugs. The risk pool was introduced for the CY 2015 Medicaid Managed Care (MMC) rates to address the high cost nature of Hepatitis C treatment and the potential for the prevalence of treated Hepatitis C beneficiaries to vary between MCPs. An interim and final settlement is completed to redistribute Hepatitis funding among the MCPs. The Contractor will be required to calculate interim and final financial settlements in a manner that is cost neutral to the state. Target completion timeframe is November of 2019 and May of 2020. The supplier must provide documentation that clearly indicates the methodology they will use to complete the interim and final settlements to redistribute Hepatitis funding among the MCPs.
13. The capitated rates are required to include amounts for the Health Insuring Provider Fee (HIPF). The calculation of the fee for each MCP is based on the final Form 8963 premium amounts reported by the insurer, premium base, and final Internal Revenue Service (IRS) invoices. The Contractor will calculate HIPF fees owed to each MCP on an annual basis. In addition, the Contractor will prepare the following reports: (1) to identify to the MCPs the accurate care percentage of the Managed Care and MyCare capitated rates; and (2) a report for ODM that identifies the HIPF tax paid to the MCPs by eligibility category. To be scheduled during CY 2019. The supplier will provide an example HIPF calculation it used in a state of similar size along with any information provided to the MCPs.
14. ODM has implemented the Care Innovation and Community Improvement Program (CICIP). CICIP was developed to increase alignment of quality improvement strategies and goals between the State of Ohio, Managed Care Organizations (MCO), and both public and nonprofit hospital agencies. The four agencies are large Medicaid safety-net and academic medical centers. The CICIP goal aligns with the ODM goal to improve healthcare for Medicaid beneficiaries at risk of or with an opioid or other substance abuse disorder. The Contractor will be required to incorporate payment amounts to be paid to CICIP providers into the capitated rates as outlined in Am. Sub. HB 49 section 333.320. In addition, the Contractor will be required to develop reconciliations for utilization and payment completeness and the methodology for redistribution of bonus pool funding. To be scheduled during CY 2019 Contractor will provide an example, of their own work product, of hospital and physician supplement payment programs implemented in states.
15. ODM is in the process of phasing-in a Single Preferred Drug List (SPDL). The Contractor will be required to complete financial analysis by therapeutic drug class to identify budgetary impacts and corresponding rating increases to the capitated rates. To be scheduled during CY2019. Supplier will provide an example of financial analysis it performed on a SPDL implemented in a state of similar size.
16. ODM has implemented a monthly member provider tax based on a graduated scale. The Contractor will be required to develop MCP specific Per-Member Per-Month (PMPM) add-on to be included in the capitated rates. The Contractor will provide necessary assistance in assuring the ODM's compliance with 42 CFR § 433.68 requirements. The Contractor will also be required to complete an annual reconciliation to assure amounts paid to ODM reconcile with tax amounts included in the MCP PMPM payments. To be scheduled during CY2019.

Contractor will provide an actual example of the development of provider tax amounts within a state's capitated rate environment.

C. Fiscal Analysis

ODM seeks to develop fiscally sound payment rates within the context of the State's overall budget. This will be accomplished through a consultative relationship with the Contractor, who will assist the State with developing program decisions and payment updates meeting the goals of fiscal soundness and assuring access of beneficiaries to quality care.

In addition to developing current period managed care rates, the Contractor will work with ODM to develop rate trends with appropriate documentation and attestation to be used for future budget development and fiscal policy planning. Fiscal analysis will be provided as follows:

1. **Budget Development and Modeling.** ODM shall discuss with the Contractor anticipated program changes and costs for FFS payments, and the parties will jointly determine the relative impacts of the FFS program changes on managed care costs. As budget proposals are defined, the Contractor will help measure the impact of these proposals on managed care rates including benefit changes, utilization and covered populations. The Contractor will also provide managed care trending information by the major provider categories, such as inpatient and outpatient hospital, pharmacy, physician, dental and laboratory services. This information will allow the Contractor and ODM to develop credible budgetary impact estimates for specific administrative, legislative and other public proposals.

Timeframe – on-going.

Supplier will provide an example of managed care budget trends, by category of service, it provided to a state of similar size.

2. **Increasing Efficiency in the Medicaid System.** The Contractor will work in a consultative relationship with ODM to increase the efficiency of the Medicaid delivery systems. This will include identifying opportunities to responsibly slow the growth rate of service costs; optimize utilization; and, improve health outcomes.

Time frame – on-going.

D. Program Review and Audit

1. Review, monitor and evaluate each MCP's quarterly and annual cost report for data consistency and reporting errors. The supplier must analyze the incurred but not reported (IBNR) calculations; lag triangles; administrative costs; medical costs; case management costs; MLR and the overall expense ratio. The supplier must develop a communications tool to provide feedback to the MCPs to identify cost report deficiencies, explain anomalies as well as resubmission guidelines.

Target completion timeframe: During each quarter of the calendar year and once annually.

Supplier will provide an example used in a state of similar size to analyze MCP cost reports.

2. Develop a template and corresponding methodology for the MCPs use in reconciling financial information reflected on their fourth quarter cost report to financial information reported to Ohio Department of Insurance (ODI)'s National Association of Insurance Commissioners (NAIC) reports. The Contractor will develop a review protocol to evaluate each MCP's reconciliation results and provide feedback to ensure the completeness and accuracy of data reported to ODM via the MCP prepared cost reports.

Target completion timeframe: During each quarter of the calendar year and once annually.

Supplier will provide an example of a reconciliation that can be used to validate MCP financial information using NAIC statements.

3. Provide technical assistance related to reinsurance requirements and other financial standards set forth by the state in the MCP provider agreements. On-going financial policy review and revisions will be necessary to implement ABD (Adults and Children), MAGI, Adult extension, and MyCare managed care.

Target completion timeframe: During each calendar year.

Supplier will provide an example of technical assistance it has rendered to a state on reinsurance requirements.

4. Dashboards – Contractor will conduct the following tasks using data visualization software such as Qlikview or Tableau:

- a. Produce quarterly and annual dashboard reports that will enable ODM to monitor MCP financial, enrollment, and encounters. The dashboards will be used as a tool to review MCP efficiency, quality, outcomes, and overall performance as a component of ODM's goal to improve the quality of healthcare services and lower healthcare costs.

Target completion timeframe: During each quarter of the calendar year and once annually.

Supplier will provide an example of a quarterly/annual dashboard it used in another state.

- b. Produce quarterly and annual pharmacy dashboard reports that will identify by MCP and in total, pharmacy trends by such factors as capitation rate population, drug type (e.g., generic, brand), and therapeutic class. The dashboard reports will be used as a tool to enable ODM to identify high usage drugs, shifts in utilization and changes in capitated rates over time.

Target completion timeframe: During each quarter of the calendar year and once annually.

Supplier will provide an example of a pharmacy dashboard it created for a state with similar populations.

- c. Produce quarterly dashboard reports by MCP that compares medical claims by category of service reported on the cost report to encounter data submitted to ODM. Vendor must make this software available to ODM and MCP and provide support for usage.

Target completion timeframe: During each quarter of the calendar year.

Supplier will provide an example of an MCP-specific dashboard it created for a state with similar populations.

- d. Work with ODM to develop financial dashboards for two value-based purchasing programs (episodes and comprehensive primary care) developed under the State Innovation Model. Dashboards will allow ODM to identify key financial metrics, including such items as provider cost savings, shared savings and total program savings over-time. Information on these programs can be found at: <http://www.medicaid.ohio.gov/Provider/PaymentInnovation>. To be scheduled during CY2019.

E. Exchange of Information

Efficient, effective and secure information exchange is paramount to the success of the ABD (Adults and Children), MAGI, Adult Extension, and MyCare managed care projects. The following are the minimum expectations for information exchange:

1. Attend and participate in an initial project planning meeting. This will entail a face-to-face meeting in Columbus, Ohio lasting approximately a full business day. During this meeting, ODM and the Contractor will collectively clarify expectations; review information from the most recent rate setting cycle; establish a time line for project completion including milestones; review and discuss the Contractor's detailed outline of data required for both the CY 2016 rate setting and updates for the ABD (Adults and Children), MAGI, Adult Extension, and MyCare risk scores or MEMA adjustments, as appropriate.
2. Participate in on-going communication which shall consist of conference calls, e-mail interchange and web-based interface;
3. Establish and utilize a secure FTP site (or some other more efficient and effective mutually agreed upon mode of transmission) for the transmission of confidential data to and from ODM. ODM will provide the Contractor with the following data: (1) annual FFS claims data and encounter data; (2) master files such as Medicaid Provider File, MCP eligibility file and monthly enrollment; and (3) the Recipient Master file. Additional information will be provided as agreed upon. Data requests will be derived from the ODM Quality Decision Support System (QDSS) and the MITS Business Intelligence Archive Resource (BIAR) system whenever possible. Data specifications, variables and an overview of QDSS can be found in Section 2.5, Program Resource Library. Additional data requirements must be detailed by the vendor by day 20 of the contract. Note: The Contractor is expected to be flexible and capable of adapting to the system files; and

4. Utilize data files that are dependent on data sources from the MITS system or anticipated new or replacement systems implemented during the contract period.

F. Technical Assistance and Support

1. ODM is exploring various health care delivery system options. Options include use of the Accountable Care Organizations (ACO), bundled payment systems based on an episode of care rather than a visit, health homes, and other models such as fully integrated care models (i.e. long-term care services). ODM has had major policy changes over the past few years with the initiation of federal and state health care reform efforts, including the ACA, resulting in new groups and benefit packages being added to FFS and/or managed care and will expect the Contractor to adjust the capitation rates accordingly. The Contractor will be expected to assist as follows:
 - a. Analyze federal and state policies - provide technical support and fiscal analysis of federal and state policy and programmatic changes, which may have a fiscal impact on utilization of services or on future capitation rates. The Contractor will quantify the fiscal impact of proposed policy and legislative changes on existing capitation rates, those changes that can affect the total number of eligible consumers, the underlying risk of the capitated population, or the Medicaid benefits package, which may increase or decrease the average capitation rate. The Contractor may be required to develop and propose new capitation rates if new groups of people become eligible for managed care and if a benefit package for certain populations changes. An example of a significant policy change is implementation of a MLTSS program. The Contractor will be expected to assess the fiscal impact on Ohio's Medicaid managed care program and provide consultation on changes in capitation rates. Supplier will provide an example of a fiscal analysis it completed under a contract with a state that required it to identify the impact of a programmatic change.
 - b. Analyze issues about long-term care/nursing facility care/ and waiver services. ODM may request that the Contractor analyze reimbursement methodologies for programmatic changes impacting long-term care and waivers as they relate to Ohio Medicaid managed care. The Contractor will provide ODM with the methodology it uses to determine the cost impact and adjustments needed to the current MCP capitation rates. Supplier will provide an example of a similar analysis it completed in response to a state's programmatic or fee changes with regards to LTC.
 - c. Have the ability to analyze issues about hospital services and reimbursements. ODM may request that the Contractor analyze reimbursement methodologies for programmatic changes impacting hospital services and hospital reimbursement rates as they relate to Ohio Medicaid FFS/managed care delivery systems. Specifically, these analyses may be focused on the entire hospital reimbursement or on any of the components of hospital reimbursements, analysis to support implementation of a diagnostic related grouping product, and analyses related to alternative methodologies for reimbursing hospital services – e.g. consideration and analysis of a prospective payment system for hospitals currently paid on a reasonable cost basis. The Contractor will be expected to provide ODM with detailed information on the methodology and any data it uses for any analysis and the methodology used to determine the cost impacts

and adjustments needed to the FFS program and MCO capitation rates. Supplier will provide an example of a similar analysis it completed in response to a state's programmatic or fee changes with regards to hospitals.

- d. Have the ability to analyze issues about non-institutional provider services and reimbursements. ODM may request that the Contractor analyze reimbursement methodologies for programmatic changes impacting non-institutional provider services and reimbursement rates and methods as they relate to Ohio Medicaid FFS/managed care delivery systems. Specifically, these analyses may be focused on the entire reimbursement or on any of the components of non-institutional provider program reimbursements, analysis to support implementation of new fees/rates, and analyses related to alternative methodologies for reimbursing non-institutional services - e.g. Consideration and analysis of selective contracting, bundling of services, benefit changes, impact analysis on stakeholders (such as small business, townships), adherence to common sense business regulations, adherence to maintenance of effort (MOE) requirements. The Contractor will be expected to provide ODM with detailed information on the methodology and any data it uses for any analysis and the methodology used to determine the cost impacts and adjustments needed to the FFS program and MCO capitation rates, as a result of these policy evaluations Supplier will provide an example of a similar analysis it completed in response to a state's programmatic or fee changes with regards to non-institutional provider services.
- e. At the end of the contract period, the Contractor must provide Transition Assistance Services to the State, or at the State's request to the State's designee to allow contracted services to continue without interruption or adverse effect and to facilitate the orderly transition to a new service provider or ODM.

Transition Assistance Services must commence upon the State's request as follows:

1. No less than six (6) months prior to expiration of this Contract or on such earlier date as the State may request; or
2. Upon notice of termination/partial termination; or
3. Upon notice of non-renewal of this Contract.

For a period of up to three (3) months following the effective date of expiration, termination or non-renewal, at the State's request, the Contractor will continue to provide Transition Assistance Services.

Upon State request, the Contractor must provide Transition Assistance Services that are within the scope of the Contract and that include, at a minimum:

4. Provide assistance, cooperation and information as is reasonably necessary to help enable a smooth transition of the applicable Services to the State or its designated service provider.
5. Provide information as the State may reasonably request relating to the number and function of each of the Contractor personnel performing the Services.

6. Transfer State-owned data, information, deliverables, work products, documentation, etc.
7. Identify any dependencies on the new service provider necessary for the Contractor to perform the Transition Assistance Services.
8. Assist the State in the identification of significant potential risk factors relating to the transition.
9. Assist the State in designing plans and contingencies to help mitigate identified risks.
10. Submit a Transition Plan, for approval by the State, which includes a timeline for successfully completing the Transition Assistance Services.
11. A schedule and plan for Contractor's return to the State of (i) the State service locations then occupied by Contractor (if any), and (ii) the State Confidential Information, the State Data, documents, records, files, tapes and disks in Contractor's possession.

The Contractor must provide a single point of contact who will be responsible for Contractor's overall performance of the Transition Assistance Services

G. Estimated Schedule for Project Work

	<u>Estimated Schedule for Project Work</u>	ENTITIES ASSIGNED	DATE DUE
1.	Transition Period	ODM and Contractor	Approximately June 1,2019
2.	Estimated contract start date	ODM and Contractor	July 2019
3.	Contractor participates in discussions with ODM to further describe and outline the project requirements and milestones.	ODM and Contractor	July 2019
4.	ODM supplies Medicaid Databases per a mutual agreement. Contractor validates data for rate setting. ODM shares all health coverage/reimbursement policies and enrollment files with the Contractor.	ODM and Contractor	July 2019
5.	Contractor provides specification for additional data to be provided by the state.	Contractor	July 2019
6.	Contractor does an in-depth analysis of MCP encounter data, FFS, cost and dashboard reports to identify inefficiencies with inpatient, ER, Pharmacy and other major categories of service.	Contractor	August 2019
7.	Contractor provides a draft data book to ODM for the CY 2020 rates.	Contractor	September 2019
8.	Contractor develops a written draft of a rate methodology document for MCPs and recommends illustrative rates for the ABD (Adults and Children) MAGI, Adult Extension, AFK and MyCare populations.	Contractor	September 2019

9.	ODM and MCPs provide feedback regarding the draft data book and methodology.	ODM and MCPs	October 2019
10.	Start the initial ABD (adults and children) MAGI, Adult Extension, AFK and MyCare population base rate development process for CY 2020. This task will be performed annually. Steps are similar as in the rate development cycle.	Contractor and ODM	August 2019
11.	Contractor presents proposed methodology updates for ABD (Adults and Children) MAGI, Adult Extension, AFK and MyCare population eligible to MCPs as requested by ODM.	Contractor	October 2019
12.	Contractor works with ODM to prepare written responses to MCP comments/questions/suggestions throughout the MCP rate setting/negotiation process.	Contractor and ODM	October 2019
13.	Contractor submits the final CY 2020 ABD (adults and children) MAGI, Adult Extension, AFK and MyCare base rates, including certification for the rates for CMS, and conducts a presentation to the plans at a public meeting in Columbus, Ohio.	Contractor	November 2019
14.	Contractor reviews the current ABD (Adults and Children), MAGI, Adult Extension, AFK base rates risk scores and requests data to update the risk scores for the period January 1, 2020 to June 30, 2020, and for July 1, 2020 to December 31, 2020 using the CDPS plus Rx model. This task will include the development of Individual Acuity Factors, the MCP Case Mixes and the MCP Result Summary Reports, and MCP Prevalence Reports using the most recent data from the state. Task will be done semiannually, due in December and June.	Contractor and ODM	December 2019 and June 2020
15.	Contractor develops the Member Enrollment Mix Adjustment (MEMA) for the MyCare plans. Task will be completed semi-annually and will be due in December and June.	Contractor and ODM	December 2019 and June 2020
16.	Contractor will meet individually with each MCP to conduct surveys on an annual basis to identify additional information impacting rate development (i.e., contracting methods). Contractor will provide an example of an existing survey used in a state.	Contractor and ODM	September 2019
17.	As requested by ODM, develop and finalize managed care waiver cost-effectiveness calculations for CMS review and approval in accordance with federal specifications.	Contractor and ODM	To be scheduled during CY 2019
18.	Review MCP's quarterly cost and dashboard reports and have discussions with ODM on a quarterly basis, or as needed, of financial status.	Contractor, ODM and MCPs	To be scheduled during CY 2019
19.	Contractor will develop a communications tool to provide feedback to the MCPs to identify cost report deficiencies and explain anomalies as well as resubmission guidelines. Contractor will provide an example of an existing communications tool used in a state.	Contractor	To be scheduled during CY 2019
20.	As requested by ODM, develop and finalize managed care waiver cost-effectiveness calculations for CMS review and approval in accordance with federal specifications.	Contractor and ODM	To be scheduled during CY 2019

21.	Review MCP's historic quarterly costs reports and hold discussions with ODM staff on future presentation and timeframes for delivery.	Contractor and ODM	To be scheduled during CY 2019
22.	Contractor will develop a communications tool to provide feedback to the MCPs to identify cost report deficiencies and explain anomalies as well as resubmission guidelines.	Contractor	To be scheduled during CY 2019
23.	Contractor will provide a financial dashboard that will allow for the monitoring of key plan metrics. The Contractor will provide an actual example used in a state.	Contractor	To be scheduled during CY 2019
24.	Using software, such as Qlikview or Tableau, the supplier will provide a dynamic interactive financial cost report that allows for financial analysis of MCP activities. Contractor will provide an actual example used in a state.	Contractor	To be scheduled during CY 2019
25.	Using software, such as Qlikview or Tableau, the supplier will provide a dynamic interactive pharmacy cost report that allows for comparison of MCP activities. The Contractor will provide an actual example of a pharmacy cost report used in a state.	Contractor	To be scheduled during CY 2019
26.	Using software, such as Qlikview or Tableau, the supplier will provide a dynamic interactive report that allows for ODM as well as the MCPs to compare cost report information to encounters submitted to ODM. The Contractor will provide an actual example of a report used in a state.	Contractor	To be scheduled during CY 2019
27.	ODM has implemented two value-based purchasing projects, under the State Innovation Model and will continue these under the Medicaid program. Contractor will develop financial dashboards for each project to identify key financial metrics, including such items as costs savings. The contractor will provide an example of existing dashboard developed for a state(s).	Contractor	To be scheduled during CY 2019
28.	Review quarterly MCP financial performance comparison report with ODM personnel.	Contractor	To be scheduled during CY 2019
29.	Contractor will recommend a methodology for validating that MCP submitted cost report reconciles with NAIC reports. Supplier will provide an example used in a state.	Contractor	To be scheduled during CY 2019
30.	Ongoing review of MCP's reinsurance requirements and all other financial standards.	Contractor	To be scheduled during CY 2019
31.	Contractor provides consultation and ongoing technical support in all other aspects of managed care program operations, ODM's budget initiatives, policy impact analysis, establishment of rates setting as requested by ODM, not to exceed the approved amount that shall be provided by statement of work.	Contractor and ODM	To be scheduled during CY 2019
32.	Contractor must have the ability to complete the Hepatitis C risk pool reconciliation for CY 2018 and for future periods.	Contractor	November 2019 and May 2020
33.	Contractor will calculate the Health Insuring Provider Fees due to each MCP on an annual basis and complete the	Contractor	To be scheduled during CY 2019

	recertification of the managed care rates to CMS. The vendor will also develop a report to communicate to MCPs the acute care percentage of the capitated rates.		
34.	ODM has implemented an upper limit payment program for physicians and other professions under the Care Innovation and Community Improvement Program (CICIP). Among other deliverables, vendor will be required to develop utilization reconciliations, and establishment of PMPM amounts to be paid to the providers. Contractor will provide at least 1 actual example, of their own work product, of hospital and physician supplement payment programs implemented in states. Programs implemented must comply with the managed care regulation implemented under the May 6 th , 2016 revisions to managed care.	Contractor	To be scheduled during CY 2019
35.	Contractor must have the ability to complete financial impact analysis of drug classes that may be included in a single preferred drug list. Contractor will provide 3 actual examples of financial analysis performed in consideration of a preferred drug list into a managed care delivery system.	Contractor	To be scheduled during CY 2019
36.	ODM has implemented a monthly member provider tax based on a graduated scale. The contractor will develop a MCP specific PMPM amount to be included in the Mycare and Managed Care capitated rates. Contractor also will complete an annual reconciliation to validate amounts paid by MCPs to ODM are complete. Contractor will provide an actual example of the development of provider tax amounts within a state's capitated rate environment.	Contractor	To be scheduled during CY 2019
37	During the course of the contract period, it is anticipated that ODM will transition to a new enterprise data warehouse for the purposes of storing claims and encounter data. The resulting data extract provided to the selected vendor will include many new and/or modified data elements.	Contractor	To be scheduled during contract period

4.4 Selected Supplier Compensation Structure

Compensation will be made on a reimbursement basis for the actual hours dedicated to the provision of the various budget initiatives and work projects described herein. For approved work performed by the selected supplier, the Contractor will invoice ODM on a monthly basis, and in a fashion that enables ODM to identify what work has been done by whom at what cost on which initiative so that ODM can properly allocate costs to funding sources.

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

Specific routinely performed projects are identified in Section IV but ODM understands that because the additional (ad hoc) projects to be performed throughout the term of the resulting contract and renewals cannot be identified at the time this RFP is released, the specific number of hours cannot be provided. However, the Cost Proposal Form requires suppliers to propose rates for their staff and extend those rates by specified numbers of hours. The number of hours shown on the cost proposal form is an estimation of the number of hours needed for this procurement to be successful. The hours listed will be used only for the purposes of supplier selection and establishing an appropriate cost.

Once work commences, actual hours will be determined and agreed upon by the selected supplier and ODM through a process determined by ODM. Before work begins on an ad hoc project, the selected supplier will be required to include an impact analysis (as described in 4.2 C) and cost summary with each project proposal. The supplier will calculate costs for each project using the rates as proposed in response to this RFP in a Statement of Work document that must be mutually acceptable to both parties and approved in writing by the ODM Agreement Manager. The hourly rate for ad hoc projects will be the blended rate calculated in Attachment C.

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

Suppliers are to propose their compensation rates using the Cost Proposal Form provided as Attachment C to this RFP. All proposals for compensation must be presented in the format and categories as prescribed on that form. No other categories of costs will be considered by ODM. No additional fees or costs of any sort will be paid under the contract.

SECTION V. BUSINESS CONTINUITY PLAN

The Business Continuity Plan should clearly outline how the supplier 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 the contract in the event of a disaster or other unexpected break in services.

The awarded supplier will update and test the operability of any applicable Business Continuity Plan at least annually and will implement such plan upon the occurrence of a Disaster.

SECTION VI. PROPOSAL FORMAT AND STRUCTURE

6.1 Complete Proposal Content Requirements

The supplier's proposal package will consist of the following items in subsequent order:

1. Technical Proposal, including any supplier appendices;
2. Attachments A1, A2, A3, A4, and A5 completed and signed by supplier; and
3. Signed and sealed Cost Proposal Form/Attachment C.

6.2 Organizational Structure of the Proposal

The supplier must provide **Five (5)** paper copies (one signed original and four (4) copies) and one electronic copy (CD-ROM or USB drive) of the proposal, which must include:

Completed Technical Proposals may be organized by separating sections to correspond with the score sheet, but at minimum, must include the following:

1. Scope of Work;
2. Deliverables/Proposed Work Plan;
3. Mandatory Supplier Requirements;
4. Organizational Experience and Capabilities;
5. Staff Experience and Capabilities;
6. Business Continuity Plan; and
7. MBE Documentation.

Suppliers are prohibited from including project cost information (any dollar amounts which might be deemed indicative of the relative cost of the project), proprietary, personal, or confidential information in the technical proposals. Any supplier including such information may be disqualified from consideration.

Supplier attachments of appendices to include at minimum:

6.3 Attachment A Requirements

Attachment A documents must be completed, signed, and returned by the supplier with their technical proposal, which will include Attachments A1, A2, A3, A4, and A5 – Required Supplier Information Form, Supplier and

Grantee Ethics Certification Form, Location of Business and Offshore Declaration, Affidavit of Non-Collusion, and Certifications and Assurances respectively.

6.4 Cost Proposal (Attachment C) Requirements

The Cost Proposal must contain one original and one electronic copy (CD-ROM or USB drive) **provided in a sealed, separate envelope labeled: “DO NOT OPEN. COST PROPOSAL ENCLOSED FOR THE ACTUARIAL SERVICES FOR MEDICAID MANAGED CARE, RFP#: ODMR-1819-1018 SUBMITTED BY [SUPPLIER’S NAME].”**

Suppliers are to complete the Cost Proposal Form, provided as Attachment C 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 suppliers to price those services defined in the Specifications of Deliverables, and to offer ODM its flat, all-inclusive fee. The price offered in the supplier’s cost proposal will be the price in effect throughout the contract period, including renewals.

Suppliers are to use the format in Attachment C, Cost Proposal Form, to submit their proposed fee for the entire project. At the supplier’s discretion, additional documentation may also be included with the completed Attachment C as explanatory information, but when making the supplier selections and when executing the contract, ODM will consider only the dollar amount displayed on the Cost Proposal Form.

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

6.5 Proposal Submission

The supplier’s original technical and cost proposals must contain all the information and documents specified in this Section. The supplier’s total complete proposal submission (the original technical and cost proposals, all required copies, and CD-ROMs or USB drives) must be received by OCP no later than **4:00 p.m. EST on March 15, 2019.** Faxed or e-mailed submissions will not be accepted. **Proposals must be addressed, for hand delivery or delivery by a private delivery company, as described below:**

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

Suppliers 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 these types of companies 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 United States Postal Service (USPS) is an option, it can add several days to the delivery process and could result in a supplier’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 USPS deliveries is:

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

The entire technical proposal must be converted into **one single .pdf document**. If the proposal's size necessitates more than a single .pdf document to contain the entire technical proposal, suppliers must still send the electronic copy of the proposal, but use the fewest separate .pdf documents possible. The electronic copy of the cost proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM or USB Drive containing the cost proposal must be submitted in the sealed envelope containing the original hardcopy cost proposal, and the two photocopies.**

Both CD-ROMs/USB drives must be labeled with the supplier's name, the RFP number, and the proposal submission date. The CD-ROMs/USB drives 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 the CD-ROMs/USB drives may, at ODM discretion, result in the rejection of the supplier from any consideration.

It is the supplier's 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 supplier'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 supplier selection decisions accordingly, including the decision to disqualify the supplier.

ODM reserves the right not to review submitted appendices which include information or materials not required in the RFP. **Failure by any supplier to complete, sign, and return the Attachments A and C documents with their proposal may result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

SECTION VII. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

7.1 Scoring of Proposals

Suppliers submitting a response will be evaluated based on the value provided as demonstrated by their capacity and experience detailed in their technical as well as the price provided in their cost proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODM. Suppliers 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 supplier 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:

1. Phase I. Review—Initial Qualifying Criteria;
2. Phase II. Review—Technical Proposal;

3. Phase III. Review—Cost Proposal;
4. Phase IV. Review- Calculation of MBE Points; and
5. Phase V. Review- Selection Criteria

A. Phase I. Review—Initial Qualifying Criteria:

Phase I criteria consists of, at a minimum, the Mandatory Requirements, stipulated in this RFP. **Any “no” for the listed Phase I criteria will eliminate a proposal from further consideration. Please refer to Attachment B for a complete listing of initial disqualifiers.**

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

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

A maximum of **1,314** points will be awarded for the Technical Proposal. A technical proposal must achieve a total of at least **800** points (a score which represents that the supplier can successfully perform the resulting contractual duties) out of the possible **1,314** points to qualify for continued consideration. Any proposal that does not meet the minimum required technical proposal score as defined in Attachment B will be disqualified from further consideration and will not be considered for award of the contract, and its Cost Proposal will neither be opened nor considered.

Please refer to this Section and Attachment B for maximum and minimum allowable scoring thresholds and definitions of scoring values.

IMPORTANT: Before submitting a proposal to ODM in response to this RFP, suppliers are strongly encouraged to use Attachment B to review their proposals for completeness, compliance and quality.

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

ODM may, at its sole discretion, negotiate with all technically qualified suppliers for a revised cost proposal. Suppliers may then: 1) submit one last and best offer; 2) request that ODM view its original cost proposal as its last and best offer; or 3) formally withdraw from further consideration. The supplier 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 use those suppliers’ revised cost proposals to compute the suppliers revised cost points as detailed in Attachment F, Cost Point Calculation.

Travel Reimbursement

Travel costs should be included in 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 this document.

D. Phase IV. Calculation of MBE Points

Higher MBE participation will correspond with increased MBE points being rewarded to the proposal. The breakdown of MBE points is detailed on Attachment E, MBE Scoresheet.

F. Phase V. Selection Criteria

The total point value of the Technical Application Score will be 80% of the maximum score. The Cost Application will comprise 15% of the maximum score. Any MBE set-aside percentage over 15%, if applicable, will comprise 5% of the maximum score. The point totals in the table are whole numbers having been rounded by generally accepted rounding methodology.

Criteria	Maximum Available Points
Proposal Technical Requirements	1,314
Proposal Cost	246
MBE Participation	82
Maximum Available Points	1,642

The applicant with the overall highest point total will be recommended for selection.

7.2 Veteran-Friendly Business Enterprise Program

A "Veteran-friendly business enterprise" (VBE) means a sole proprietorship, association, partnership, corporation, limited liability company, or joint venture that meets veteran employment standards as defined in rule 123:5-1-01(JJ) of the Ohio Administrative Code (OAC). OAC rule 123:5-1-16(B)(3) provides procedures for applying preference for VBE submissions. ODM will follow these procedures for any certified VBE proposal submissions.

The Veteran-Friendly Business Enterprise Program (VBE) applies to all state agencies' purchases made by bid or proposal under chapter 125 of the Ohio Revised Code (ORC). Essentially, the Program allows for:

1. Prices on bids submitted by veteran-friendly businesses to exceed those prices on bids submitted by businesses not certified as veteran-friendly by up to **five percent** and still be eligible for winning the award;
2. Scores on proposals submitted by veteran-friendly businesses to be up to five percent lower than the proposal scores submitted by businesses not certified as veteran-friendly and still be eligible for winning the award.
3. The enabling statutes for the VBE program is ORC 9.318. The regulations that govern the program are found in OAC Chapter 123:5-1-01 and 123:5-1-16.

7.3 Review Process Exceptions

ODM reserves the right to request clarifications from suppliers regarding any information in their Technical and/or Cost Proposals or related forms as it deems necessary at any point in the proposal review process. Any such requests initiated by ODM, and suppliers' verbal or written response, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP.

ODM reserves the right to negotiate with suppliers 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.

7.4 Final Supplier Recommendation

The PRT will provide its recommendation to the Director of ODM (or the Director's designee) for review and award of the contract. If two or more of the proposals have the same final score after calculation of both the technical and cost proposal scores, the proposal with the higher technical score will prevail

SECTION VIII. PROTEST PROCEDURE

8.1 Protests

A supplier objecting to any matter relating to this RFP may file a protest using the following guidelines:

- A.** Protests may be filed by a prospective or actual bidder in writing and shall contain the following information:
1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODM;
 5. A statement as to the form of relief requested from ODM; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B.** A timely protest shall be considered by ODM if it is received by OCP as delineated below:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals, shall be filed no later than 3:00 p.m. on the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 2. A protest based upon the award selection shall be filed no later than 3:00 p.m. on the *seventh (7th)* business day after issuance of the award and denial letters. The date on these letters will be used to determine the timeliness of the protest.

- C. An untimely protest may be considered by ODM if ODM determines that the protest raises issues significant to ODM's procurement system. An untimely protest is one received by OCP after the time periods set forth in Item B of this Section.
- D. All protests must be filed at the following location:
- Deputy Legal Counsel, Office of Contracts and Procurement
Ohio Department of Medicaid
50 West Town Street
Columbus, Ohio 43215
- E. When a timely protest is filed, the selection or contract process may be suspended 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 supplier(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODM shall issue written decisions on all timely protests and shall notify any supplier who filed an untimely protest as to whether or not the protest will be considered.

8.2 No Obligation to Award

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

SECTION IX. CONDITIONS AND OTHER REQUIREMENTS

This Section notifies suppliers 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.

9.1 Interview/Demonstration

Suppliers submitting proposals may be required to participate in an in-depth interview or demonstration as part of the evaluation process. ODM will determine which suppliers, if any, will participate in the interview/demonstration process. Suppliers shall bear all costs of any scheduled interview or demonstration.

If an interview or demonstration occurs, ODM will develop scoring criteria to be used for all participating suppliers. These scores may be added to those suppliers' proposal scores, or will replace certain criteria scores, at the discretion of ODM.

9.2 Start Work Date

The selected supplier must be able to begin work no later than seven (7) working days after the issuance of a purchase order, or as directed by OCP. The selected supplier will be notified by ODM when work may begin. **Any work begun by the supplier prior to notification by OCP will NOT be compensated.**

9.3 **Trade Secrets Prohibition; Public Information Disclaimer**

Suppliers are **prohibited** from including any trade secret information, as defined in ORC § 1333.61, in their proposals. **Any proposals submitted in response to an ODM procurement effort which make claims of trade secret information may be disqualified from consideration immediately upon the discovery of such unallowable claim.** ODM shall consider all submissions to be free of trade secrets and shall treat them accordingly. These submissions shall become the property of ODM.

Proposals received are deemed to be public records pursuant to ORC § 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 suppliers/applicants and any attachments, addenda, appendices, or sample products. However, any cost proposals that are unopened at the conclusion of the procurement are not considered public record.

9.4 **Contractual Requirements**

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment D of this RFP. The contractor must review and sign Attachment A5, Certifications and Assurances, agreeing to the Terms and Conditions of the model contract as part of their proposal submission.
- B. 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.

9.5 **Public Release of Evaluations and/or Reports**

Any release of data, evaluations and/or reports or data sharing shall be role-based and project specific, and in accordance with state and federal regulations. Any requests for access to data will be directed by ODM and decisions about providing data to any parties will be at the sole discretion of ODM.

9.6 **Ethical & Conflict of Interest Requirements**

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

- D. ODM employees and contractors who violate ORC §§ 102.03, 102.04 2921.42 or 2921.43 may be prosecuted for criminal violations.

9.7 **Americans with Disabilities Act (ADA)**

The selected supplier, its officers, employees, members, and subcontractors will be required to meet the standards of 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.

9.8 **Confidentiality and Health Insurance Portability & Accessibility Act (HIPAA) Requirements**

The selected contractor must maintain the confidentiality of information and records in accordance with state and federal laws, rules, and regulations. As a condition of receiving a contract from ODM, the contractor, and any subcontractor(s), will be required to comply with Title 42 of the United States Code (USC) § 1320-d, and the implementing regulations found at 45 CFR § 160 and § 164 regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ODM that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

9.9 **Unresolved Findings for Recovery (ORC 9.24), Labor Practices, and Debarments**

ORC § 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 supplier warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under ORC § 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 supplier whose name, or the name of any of the subcontractors proposed by the supplier, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Unfair Labor Practices. Each response must affirm that neither the supplier nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC § 121.23, which would identify the supplier as having more than one unfair labor practice contempt of court finding.

Federal Debarment Requirements. Each response must affirm that neither the supplier nor any of its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. Proposals also must affirm that within three years preceding their submission that neither the supplier 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.

9.10 Mandatory Contract Performance Disclosure

Each response must disclose whether the supplier or any proposed subcontractor has received a formal claim for breach of contract. 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, supplier 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 supplier from consideration, at the sole discretion of ODM, such claims and a review of the background details may result in a rejection of the supplier’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 supplier’s performance of the work, and the best interests of ODM.

9.11 Mandatory Disclosures of Governmental Investigations

Each response must indicate whether the supplier and any of the proposed subcontractor(s) have been the subject of any adverse regulatory or administrative governmental action (federal, state, or local) with respect to supplier’s performance. If any such instances are disclosed, supplier 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 supplier by the governmental agency. While disclosure of any governmental action in response to this Section will not automatically disqualify a supplier from consideration, such governmental action and a review of the background details may result in a rejection of the supplier’s proposal at the sole discretion of ODM.

9.12 MBE Subcontracting Requirements

This RFP contains a sheltered solicitation requirement which requires the supplier to seek and set aside at least 15 percent of the cost of the work each state fiscal year to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at: <https://das.ohio.gov/Divisions/Equal-Opportunity>.

- A. **Sheltered Solicitation**. In seeking solicitations from Ohio certified MBE subcontractors, the contractor must:
1. Utilize a competitive process to which only Ohio certified MBEs may respond;
 2. Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the work requirements of this RFP; and
 3. Require the Ohio certified MBE maintain a valid certification throughout the term of the contract, including any renewals.

B. MBE Subcontractor Percentage

The supplier's submitted proposal must include a pre-selected Ohio certified MBE subcontractor supplier, or suppliers. The proposal must provide the MBE supplier(s) name, DAS-MBE certification number, and a stated specific percentage, minimum of 15% per state fiscal year, of the cost of the work that it will set-aside for Ohio certified MBE subcontractors only. The proposal also must include a letter from the Ohio certified MBE subcontractors, on company letterhead, agreeing to the performance of work requested by the prime supplier.

Ohio certified MBE subcontractor and Contractor selected percentage. In the Evaluation Scoring Formula of the RFP, the supplier who identifies one or more qualified Ohio certified MBE subcontractor and has the highest percentage of its cost proposal set aside exclusively for identified Ohio certified MBE subcontractors' work will receive the maximum number of points set forth in Attachment B of the RFP. The remaining suppliers will receive a percentage of the maximum points allowed. Suppliers who do not identify a percentage to be set aside for Ohio certified MBE subcontractors or do not identify one or more Ohio certified MBE subcontractor will be considered nonresponsive to the RFP.

Tracking. Contractor shall indicate on all invoices submitted for payment, the dollar amount attributed to the work provided by the selected Ohio certified MBE subcontractors. Compliance with Contractor's proposed cost set-aside percentage is a term of the awarded contract and failure to attain the proposed percentage may result in the supplier being found in breach of contract.

Remedies. Contractor may apply in writing to ODM for a waiver or modification of its proposed MBE set-aside cost percentage. However, a modification or waiver request may not be submitted before at least thirty percent (30%) of the work is completed or after eighty percent (80%) of the work is completed. Contractor shall submit evidence acceptable to ODM demonstrating that Contractor made a good faith effort to maintain its relationship with certified MBE subcontractors, or secure replacement 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 percentage before the completion of the work. Compliance with any modified cost set-aside percentage will be a term of the contract and failure to attain the percentage by the expiration of the contract may result in the Contractor being found in breach of contract.

Fee at Risk. Compliance with Contractor's cost MBE set-aside percentage is a term of this contract. Contractor agrees to place [fifteen percent (15%)] of its annual payment at risk for failure to attain the cost MBE set-aside percentage each year

SECTION X. ATTACHMENTS

- A. Required Supplier Information and Certifications**
- B. Technical Proposal Score Sheet**
- C. Cost Proposal Form**
- D. ODM Model Contract**
- E. MBE Scorecard**
- F. Cost Point Calculation**

Thank you for your interest in this project.

Attachment A1
REQUIRED SUPPLIER INFORMATION

Purpose: ODM requires the following information from suppliers 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 supplier. ODM reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODM. **Failure to provide such required supplier information may result in immediate disqualification of your proposal.**

Instructions: Provide the following information regarding the supplier submitting the proposal or bid. Suppliers may either print this attachment, complete and sign, 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 supplier. Suppliers 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 supplier 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.

1. ODM RFP/RLB# and TITLE: _____
2. Proposal Due Date: _____
3. Supplier Name: (legal name of supplier to whom contract/purchase payments will be made):

4. Supplier Corporate Address: _____
5. Supplier Remittance Address: (or "same" if same as number 4. above): _____

6. Print or type the following information for the supplier's representative/contact person authorized to answer questions on the proposal/bid:

Supplier's Representative Name and Title: _____

Supplier's Representative Phone # and Email Address: _____
7. Is this supplier an Ohio certified MBE? Yes ___ No ___. If yes, attach a copy of current certification to proposal/bid. If ODM has specified the RFP/RLB is an opportunity exclusively for MBEs, failure to attach a copy of current certification may result in disqualification.
8. Supplier agrees to comply with the requirements to maintain a complete affirmative action plan and affirm they will be in compliance with ORC § 125.111 prior to be awarded a contract.
9. Supplier Employee Information:
Total Number of Employees Nationwide: _____ % of Women Employees in Ohio: _____
Total Number of Employees in Ohio: _____ % of Minority Employees Nationwide: _____
% of Women Employees Nationwide: _____ % of Minority Employees in Ohio: _____

Attachment A2 - Supplier and Grantee Ethics Certification

1. As a supplier or grantee doing business with* or receiving grants from the State of Ohio, I certify on behalf of _____ (Name of supplier or grantee) that:

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

(2) I acknowledge that our organization is not excluded from entering into a contract with ODM due to restrictions related to the federal debarment list, unresolved findings under ORC § 9.24 and unfair labor findings pursuant to ORC § 121.23; and

(3) 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.

2. 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 changes are requested, ODM will review those changes if you are the selected supplier. All requested changes to model contract language are subject to ODM approval.)

NOTE: Item 3 below is not applicable and not required when the subject ODM procurement opportunity is offered only to State Term Schedule suppliers.)

3. I _____, (authorized supplier representative) 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.)

4. I _____, (authorized supplier representative) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in 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 supplier whose proposal is found to contain such prohibited personal information. The supplier 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 A3 – Location of Business and Offshore Declaration Form

Location of Business Declaration: suppliers responding to any ODM RFP/RLB (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 MAY RESULT IN DISQUALIFICATION OF THE SUPPLIER FROM CONSIDERATION FOR AWARD OF THIS ODM CONTRACT.**

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

ATTACHMENT A4 - AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, except as necessary to satisfy the requirement to subcontract a portion of the work under this contract with Minority Business Enterprise suppliers.
- (2) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, with the exception of Minority Business Enterprise suppliers that are serving as subcontractors or partners for the specific work that is being solicited, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Cost Proposal higher than this Cost Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
- (4) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the ODM in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the ODM of the true facts relating to the submission of Proposals for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public for State of _____

My Commission Expires: _____

Attachment A5 – Certifications and Assurances

ODM Contract Model Provisions

The Terms and Conditions located in Attachment D – ODM Contract Model shall be included in any contract(s) resulting from this RFP.

Attachment D: Contract Template Language, including HIPAA Business Associate:

1. ODM’s Contract Model has been included as Appendix D. To be responsive, Suppliers must indicate a willingness to enter into a Contract substantially similar to *Appendix D: ODM Contract Model* by signing this Certifications and Assurances (Attachment A5). Any specific areas of dispute with the terms and conditions of Attachment D must be identified in Supplier’s Response and may, at the sole discretion of ODM, be grounds for disqualification from further consideration in the award of a Contract.

2. Suppliers are expected to closely read the Terms and Conditions of the Contract Model outlined in Attachment D. Suppliers shall note any exception to the Terms and Conditions. Any exception must include an explanation for the Supplier’s inability to comply with such term or condition and, if applicable, alternative language the Supplier would find acceptable. Rejection of the Terms and Conditions, in whole or in part, may be cause for ODM’s rejection of a Supplier’s proposal. If an exception concerning the Terms and Conditions is not noted, but is raised during contract negotiations, ODM reserves the right to cancel the negotiation, at its sole discretion.

3. Please list and clearly explain any exceptions to ODM Terms and Conditions located in Attachment D. If no proposed changes are listed, the Supplier is indicating that no changes to the Attachment D-ODM Model Contract are proposed, and that the Supplier intends to accept it as written if the Supplier’s Proposal is selected for award of a contract. **Under no circumstances is a Supplier to submit its own standard contract terms and conditions in response to this solicitation.** Instead, Supplier must review and identify the language in the *ODM Contract Model* that Supplier finds problematic, state the issue, and propose the language or contract modification Supplier is requesting. All of Supplier’s exceptions to the proposed contract terms and conditions must be submitted within their Response, attached to Appendix A5, *Certifications and Assurances*. ODM expects the final Contract signed by the Selected Supplier to be substantially the same as the *ODM Contract Model*.
 - The Supplier may add rows as appropriate.
 - ODM has no obligation to accept any exception(s).

ITEM #	SECTION	SUPPLIER PROPOSED CHANGES	EXPLANATION OF EXCEPTION
	Section in which exception is taken.	Proposed language to ODM Contract Template Provisions.	Description of exception being made and rationale.
1.			
2.			
3.			

4. A Supplier may be more favorably evaluated based on the degree of acceptance of the *ODM Model Contract* specified terms and conditions without exception, reservation, or limitation. Suppliers may, however, propose revisions to the proposed Contract terminology for clarification and procedural purposes, or revisions based upon specific elements of their offering.

5. The Selected Supplier is expected to execute the Contract within **five (5) Business Days** of its receipt of the final Contract. If the selected Supplier fails to sign the Contract within the allotted time frame, ODM may elect to cancel the award, and award the Contract to the next ranked Supplier, or cancel or reissue this solicitation. Supplier's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

SIGNATURE PAGE FOLLOWS

Remainder of page intentionally left blank

Attachment A5 – Certifications and Assurances

Signature page

Please provide a signature stipulating the Supplier's acknowledgement of the requirements for Attachment D-ODM Contract Model.

Print Name of Authorized Personnel	Title
Signature of Authorized Personnel	Date

ATTACHMENT B
RFP# ODMR-1819-1018
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 supplier’s proposal received by the deadline as specified in the RFP?	2.1 and 6.5		
2	Did the supplier submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	6.1, 6.2 6.3 and 6.4		
3	Does the supplier’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the supplier’s responsible representative, as described in Attachment A to the RFP?	6.3		
4	Is the supplier 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?	9.9		
5	Does the supplier’s key or lead actuarial staff possess certification by the American Academy of Actuaries and the Society of Actuaries and each have at least ten (10) years of actuarial experience? Did the suppliers include copies of the required certifications of these standards for each key staff person in their proposals?	3.1. 1.		
6	Did the supplier identify at least six (6) actuaries that fit the description of the Society of Actuaries (FSA) who will be assigned to the Ohio contract?	3.1, 2.		
7	Has the supplier assigned a Lead Actuary to each project task (with at least 3 other qualified Actuaries) who meet the qualification standards established by the American Academy of Actuaries for the previous five years; and who have at least five (5) years’ experience in providing actuarial certification of Medicaid full-risk capitation payment rates to the CMS for comparable large Medicaid agencies?	3.1, 3.		
8	Does the supplier have at least six (6) Lead Actuaries with five (5) years’ experience in developing rates for full-risk Medicaid managed care programs for at least three (3) large comparable Medicaid state agencies?	3.1, 6.		
9	Does the supplier have at least five (5) years’ experience in developing and certifying full-risk managed care rates for the Aged, Blind and Disabled (ABD) adults and children population for at least three (3) large Medicaid agencies?	3.1, 7.		
10	Does the supplier’s experience include at least 4 years of rate-setting for integrated delivery systems models which incorporate Medicare and Medicaid services into one program; and at least 3 years of rate-setting for Adult Extension populations.	3.1, 7.a. b.,		
11	Has the supplier provided examples, at least two million covered lives or about ten million monthly transactions, which clearly demonstrate the ability to analytically process large data sets from ODM on a timely basis, so as to allow all other tasks to be completed on schedule?	3.1, 8.		
12	Has the supplier provided written acknowledgement and agreement to a partnership with an Ohio certified Minority Business Enterprise as outlined in Section 8.24 Minority Business Enterprise Sub-Contracting Requirement.	3.1, 11.		
13	Has the supplier acknowledged that they are not listed on the Auditor of State’s website as a party excluded from contracting with ODM by O.R.C. § 9.24 for an unresolved finding for recovery?	3.1, 9.		
14	Did the review team (in its initial/cursory review of the supplier’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	9.3		
15	Did the supplier remove all personal confidential information (such as home addresses and social security numbers) of supplier staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package? [As stated in the RFP, “Any supplier including such information may be disqualified from consideration.”]	3.7		
	Is the supplier eligible to move forward to Phase II of the evaluation process? Circle One		YES	NO

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) appointed by ODM, Managed Care Rate Setting. 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	2	5	9
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 supplier’s proposal, **Score: 0**

“Partially Meets Requirement”-Supplier proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level, **Score: 2**

“Meets Requirement”-Supplier proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 5**

“Exceeds Requirement”-Supplier proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of ODM expectations, **Score: 9**

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 **800** points (a score which represents that the selected supplier has the capability to successfully perform the project/program services) out of a maximum of **1,314** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those suppliers 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 2	Meets 5	Exceeds 9
SUPPLIER QUALIFICATIONS							
MANDATORY SUPPLIER QUALIFICATIONS:							
Proposals should demonstrate significant organizational expertise. Proposals must include, at a minimum, the following demonstrated experience as detailed below.							
1	Supplier included documentation of actuarial certification and dates of when staff (not subcontracted staff) achieved qualification. Acceptable documentation includes copies of letters or certificates from the Society of Actuaries and or the American Academy of Actuaries.	3.1.4	1				
2	Supplier has included documentation for each state in which they certify the full-risk capitated rates and the Medicaid-eligible populations that are included, (e.g. ABD, Adult Extension, etc.)	3.1.5	3				
3	Supplier has at least six (6) FSAs with five (5) years of experience in developing rates for full-risk Medicaid managed care programs for at least three (3) large comparable Medicaid state agencies. Supplier must include a description and documentation for all applicable experience which includes the dates of the consultation engagements, names of the states, and tasks performed.	3.1.6	3				
4	Supplier has included documentation demonstrating at least five (5) years of experience in developing and certifying full-risk managed care rates for ABD (Adults and Children), and MAGI populations for at least three (3) large Medicaid agencies. The supplier must describe and document applicable experience which clearly indicates the dates of the consultation	3.1.7	4				

	<p>engagements, names of the states where services were performed, and the tasks that were performed. That experience should also include:</p> <p>a. At least 4 years of rate-setting for integrated delivery systems (e.g., MyCare) models which incorporate Medicare and Medicaid services into one program;</p> <p>b. At least 3 years of rate-setting for Adult Extension population; and</p>						
5	Supplier has provided examples (at least two million covered lives or about ten million monthly transactions) which clearly demonstrate the ability to analytically process large data sets from ODM on a timely basis, so as to allow all other tasks to be completed on schedule.	3.1.8	3				
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
Proposals should demonstrate significant organizational expertise. Proposals must include, at a minimum, the following demonstrated experience as detailed below.							
1	Supplier (not subcontract staff) has demonstrated 10 years of experience working with state Medicaid agencies developing and certifying managed care rates for the states.	3.2. 1.	3				
2	Supplier has included a brief description of the organization's history and current operations.	3.2, 2.	1				
3	Supplier included a narrative summary describing at least two (2), but no more than four (4), similar sized projects completed in the past five (5) years demonstrating expertise in developing full-risk Medicaid managed care rates and providing the certifications and documentation necessary for CMS approval. The summary should discuss the supplier's experience in setting rates in items a. through h. as outlined in Section 3.2. 3.	3.2, 3.	3				
4	Supplier provided a two to three-page description of each project listed in 3.2,3. for the methodologies used to establish appropriate Medicaid capitation rates.	3.2, 4.	3				
5	Supplier gives specific descriptive examples from states comparable to Ohio, and screen shots if applicable, of the items listed in the Information Technology and Communications Section, Section 3.3.	3.3	2				
ITEM #	STAFF EXPERIENCE & CAPABILITIES	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 9
In this section, the supplier 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.							
6	Supplier identified by position and name at least six (6) key actuarial staff members that will assist on the project, in addition to the lead actuary, who also meet the membership standards of the American Academy of Actuaries. The lead actuary has at least ten (10) years of experience. All key actuarial staff members' resumes or curriculum vitae have been submitted.	3.4, 1.	4				
	Supplier identified by position and name the FSA who will be assigned to each project task. In addition, supplier identified at least three (3) other qualified actuaries who are members of the American Academy of Actuaries and who have at least five (5) years of experience with Medicaid in developing full-risk	3.1.3	4				

	capitation payment rates for the CMS for comparable large Medicaid agencies and who will be assigned to the Ohio contract.						
7	Supplier assigned a Data Manager experienced in analysis, processing and security of large health care data sets to the project. The proposed Data Manager’s education, experience, and skills in these areas demonstrate at least seven (7) years of experience. Resume or curriculum vitae must be submitted.	3.4, 2.	3				
8	Supplier assigned a Project Manager with at least seven (7) years of experience with projects of similar size, who will be responsible for the logistics of transmitting data and project deliverables and communication with parties for the entire project and will spend at least 75% of their time working with these tasks. Resume or curriculum vitae must be submitted.	3.4, 3.	3				
9	Supplier acknowledged and agreed to all the terms of the Replacement of Key Personnel Section.	3.5.	1				
10	Supplier acknowledged and agreed to all the terms of the Subcontractor Identification and Participation Information.	3.6	1				
ITEM #	SCOPE OF WORK AND SPECIFICATIONS OF DELIVERABLES	RFP SEC. REF.	Weighting	Doesn’t Meet 0	Partially Meets 2	Meets 5	Exceeds 9
The suppliers proposed work plan should fully address each item as stated in Section 4.2, Administrative Structures-Proposed Work Plan and 4.3, Specification of Deliverables. Each of the items will be evaluated below. For a complete explanation of the criteria please refer to the specific RFP section as referenced.							
ADMIN. STRUCTURES—PROPOSED WORK PLAN							
11	Supplier described their technical approach to work, including processes and methods for: a. Research analysis and data manipulation, actuarial rate-setting development methodologies; b. Assigning work to staff, overseeing the work and delivering the results to ODM; c. Providing status reports and analyses at least monthly, annually and upon request; d. Determining and reporting that work has been completed and invoiced; e. Resolving unanticipated problems;	4.2, 2.	3				
12	Supplier provided a proposed work plan with a process for submitting an “impact analysis” to ODM for approval before beginning work on any specific initiative and submitting an amended impact analysis for any initiative in progress upon request by ODM. This impact analysis will be based upon detailed discussions with ODM about the initiative, ODM needs, the target implementation or completion date and the scope of work- will allow ODM to allocate staff and funding necessary for the project. The supplier included in the Technical Proposal a rough hard copy sample of an impact analysis, as outlined in the RFP for this criterion.	4.2, 3.	1				
13	Supplier provided a current organizational chart (including subcontractors, if any) and specified the key management, technical and administrative support personnel who will be assigned to this project, as outlined in the RFP for this criterion. Please note: subcontractors cannot be used to satisfy the experience requirements under section 3.1.	4.2, 4.	1				
14	Supplier has provided the percentage of time each key management personnel will devote to the projects identified in 4.2.	4.2, 5.	2				
15	Supplier has provided the number of executive and professional personnel, management analysts, programmers, consultants, etc., who will be employed in the work; and the supplier identified where these personnel will be physically located during the time they are engaged in the work.	4.2, 6.	3				
16	Supplier has, for the Deliverables identified in Section 4.3, identified as succinctly as possible: (1) the length of the experience; (2) the work undertaken; (3) the deliverables	4.2, 7.	4				

	produced; and (4) the Lead actuary and other actuaries who would be assigned? For this purpose, tasks can be grouped together by the supplier for ease of reporting their experience. Supplier specified whether all deliverables described in the contract's scope of services were produced and provide a contact person (name, email address and phone number of the contact) who has the knowledge of the work performed for that respective state.						
ITEM #	SPECIFICATIONS OF DELIVERABLES	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 9
A. Evaluation and maintenance of the current program (CY2019):							
17	A.1. Supplier has demonstrated how they will update the MCP risk scores for the MAGI, ABD (Adults and Children), Adult Extension, and AFK populations using the CDPS +Rx model. Updating the risk scores will include the development of: a. Individual Acuity Factors; b. MCP case mixes; c. MCP Result Summary Reports; and d. MCP Prevalence Reports. Supplier must provide an example of a rate certification issued in a state with similar populations.	4.3, A. 1.	4				
18	A.2. Supplier has demonstrated how they will update the MEMA scores for the MyCare Ohio Opt-In and Opt-Out population, as outlined in the RFP for this criterion. Supplier must provide an example of rate certification issued in a state with a demonstration population(s).	4.3, A. 2.	4				
19	Supplier's proposal demonstrates their ability to review and evaluate the existing MCP contracts. This should include, but not be limited to, the appropriateness of: a. Utilization and trend assumptions; b. Health benefit packages provided for each beneficiary group; c. Administrative load assumptions; and d. Financial and other reporting requirements.	4.3, A. 3.	3				
ITEM #	SPECIFICATIONS OF DELIVERABLES	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 9
B. Rate-setting (CY2020):							
20	. Supplier's proposal clearly indicates how they will review and evaluate the existing capitation rates and the methodology utilized to determine the capitation rates. This should include reviewing and evaluating the adjustments and assumptions employed in the MAGI, ABD (Adults and Children), Adult Extension, Adoption and Foster Kids (AFK), and MyCare rate setting processes, the risk scores for ABD (Adults and Children), MAGI, Adult Extension, AFK and the Member Enrollment Mix Adjustment (MEMA) for the MyCare population.	4.3, B. 5	2				
	. Contractor will lead and facilitate monthly meetings with the Managed Care Plans and ODM staff.	4.3, B. 6.	1				
21	Supplier's proposal clearly indicates how they will certify the validity of the source data to be used for rate setting. The Supplier will demonstrate how they will validate the accuracy and completeness of the source data for the MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare populations. Supplier must provide an example of a rate certification issued in a state with similar populations.	4.3, B. 7.	3				
22	The supplier's proposal clearly indicates how they will conduct an in-depth analysis of encounter data, cost reports and dashboard data and FFS claims data, if applicable, to identify inefficiencies and hot spots with inpatient, emergency services, pharmacy and other major categories of services to determine adjustments to be applied to the base rates.	4.3, B. 1.	3				

SPECIFICATIONS OF DELIVERABLES							
B. Rate-setting (CY2020) continued:							
23	The supplier's proposal clearly indicates how they will review the CY 2019 rate setting methodologies for the MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare populations and make sure they are in accordance with the most current federal and state laws and regulations.	4.3, B. 2.	2				
24	Supplier agrees to prepare a Data Book. This shall include at least all the following elements: cost and utilization by cohort, service category and region; encounter data summaries; MCP cost report summaries. Supplier must provide an example of a data book issued to a state with similar populations.	4.3, B. 3.	4				
25	The supplier's proposal clearly indicates how they will present the data book and rate setting methodology to the MCPs. The supplier will present the MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare rate setting methodologies and data books to the MCPs in addition to preparing written responses to MCP inquiries. The MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare presentations will be conducted on an agreed upon date by ODM and the supplier. Supplier must provide an example of a data book and rate setting methodology presentation used in a state with similar populations.	4.3, B. 8.	2				
26	The supplier's proposal clearly indicates how they will assess performance of rate development for the MAGI, ABD (Adults and Children), Adult Extension, AFK and MyCare populations. This shall include, at least, all the following: development of trend; managed care assumptions such as clinical measures and financial performance measures, market changes, program expansions; review and inclusion of all FFS coverage policy and reimbursement changes; state and federal legislative mandates; cost containment incentives for the plans; administrative and contingency loads; non-state plan services; and other related factors.	4.3, B. 9.	3				
27	The supplier's proposal clearly indicates how they will present the final draft of ABD (Adults and Children), MAGI, Adult Extension, AFK and MyCare rates at a mandatory meeting with the MCPs, in a face-to-face meeting in Columbus, Ohio. This meeting will be followed by a comment period with written responses by the Contractor and appropriate incorporation of comments from ODM and the MCPs. Supplier must provide an example of a final draft presentation used in a state with similar populations.	4.3, B. 10.	2				
28	The supplier's proposal clearly indicates how they will certify the final MAGI, Adult Extension, ABD (Adults and Children), AFK and MyCare rates as being actuarially sound. The Contractor will complete the CMS rate setting checklist for the final rates.	4.3, B. 11	2				
29	The supplier's proposal clearly indicates how they will supplement the rate development process by annually creating a rate survey to elicit additional information from the MCPs to inform the development of the capitated rates (e.g., provider pricing, sub-capitation arrangements, non-benefit services). Supplier will provide a synopsis of how the MCP survey results will impact the rate development process. Supplier must provide an example of a rate survey used in a state of similar size.	4.3, B. 4.	4				

SPECIFICATIONS OF DELIVERABLES							
B. Rate-setting (CY2020) continued:							
30	The supplier's proposal provides documentation that clearly indicates the methodology they will use to complete in calculating the interim and final settlements to redistribute Hepatitis C risk pool funding among the MCPs.	4.3, B. 12.	3				
31	The supplier's proposal clearly indicates how they will calculate HIPF fees owed to each MCP on an annual basis Supplier will provide an example of a HIPF calculation used in a state of similar size along with any information provided to the MCPs.	4.3, B. 13	2				
32	Supplier's proposal demonstrates how they will incorporate payment amounts to be paid to CICIP providers into the capitated rates as outlined in Am. Sub. HB 49 section 333.320.	4.3, B. 14.	3				
33	ODM is in the process of phasing in a Single Preferred Drug List. The supplier's proposal demonstrates how they will complete financial analysis by therapeutic drug class to identify budgetary impacts and corresponding rating increases to the capitated rates. Supplier will provide an example of financial analysis of a PDL completed for use in a state of similar size.	4.3, B. 15.	3				
34	ODM has implemented a monthly member provider tax based on a graduated scale under ORC sections 5168.75-5168.86. The supplier's proposal must demonstrate how they will develop MCP specific Per-Member Per-Month (PMPM) add-on to be included in the capitated rates. Supplier will provide an example of a provider tax implemented in a state of similar size	4.3, B. 16.	3				
SPECIFICATIONS OF DELIVERABLES							
C. Fiscal Analysis:							
ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 2	Meets 5	Exceeds 9
35	C.1 The supplier also agrees to provide managed care trending information by the major provider categories, such as inpatient and outpatient hospital, pharmacy, physician, dental and laboratory services for financial budgeting. Supplier will provide an example of managed care financial budget trends, by category of service, provided to a state of similar size.	4.3, C. 1.	3				
SPECIFICATION							
S OF DELIVERABLES							
D. Program Review and Audit:							
37	D.1. Supplier's proposal clearly indicates how they will review, monitor and evaluate each MCP's quarterly and annual cost report for data consistency and reporting errors. Supplier must analyze the incurred but not reported (IBNR) calculations; lag triangles; administrative costs; medical costs; case management costs; MLR and the overall expense ratio. Supplier must develop a communications tool to provide feedback to the MCPs to identify cost report deficiencies, explain anomalies as well as resubmission guidelines. Supplier will provide an example used in a state of similar size to analyze MCP cost reports.	4.3, D. 1.	4				
38	D.2 Supplier's proposal clearly indicates that they will develop a template and corresponding methodology for the MCPs use in reconciling financial information reflected on their fourth quarter cost report to financial information reported to ODI's NAIC reports. Supplier will also develop a review protocol to evaluate each MCP's reconciliation results and provide feedback to ensure the completeness and accuracy of data reported to the ODM via the MCP prepared cost reports. Supplier will provide an example	4.3, D. 2.	3				

	of a reconciliation that can be used to validate MCP financial information using NAIC statements.						
39	D.3 Supplier agrees to provide technical assistance related to reinsurance requirements and other financial standards set forth by the state in the MCP provider agreements (see Appendix J of the provider agreements). Supplier will provide an example of technical assistance rendered to a state on reinsurance requirements. On-going financial policy review and revisions will be necessary to implement ABD (Adults and Children), MAGI, Adult extension, and MyCare managed care. Supplier agrees to conduct tasks 1 through 4 under the Dashboards section of this item in the RFP.	4.3, D. 3	2				
	Dashboards:						
40	Produce quarterly and annual dashboard reports that will enable ODM to monitor MCP financials, enrollment and encounters. Supplier will provide an example of a quarterly/annual dashboard from a state with similar populations.	4.4. a	4				
41	Produce quarterly and annual pharmacy dashboard reports that will identify by MCP and in total pharmacy trends, by such factors as; capitation rate population, drug type (e.g., Generic, brand) and therapeutic class. Supplier will provide an example of a pharmacy dashboard from a state with similar populations.	4.4. b	4				
42	Produce quarterly dashboard reports by MCP that compares medical claims by category of service reported on the cost report to encounter data submitted to ODM. Supplier will provide an example of an MCP-specific dashboard from a state with similar populations.	4.4.c	4				
	SPECIFICATIONS OF DELIVERABLES F. Technical Assistance and Support:						
43	F.1.a. Supplier will analyze federal and state policies - provide technical support and fiscal analysis of federal and state policy and programmatic changes, which may have a fiscal impact on utilization of services or on future capitation rates. Supplier will quantify the fiscal impact of proposed policy and legislative changes on existing capitation rates, those changes that can affect the total number of eligible consumers, the underlying risk of the capitated population, or the Medicaid benefits package, which may increase or decrease the average capitation rate. Supplier will provide an example of a fiscal analysis completed in a state that identifies the impact of a programmatic change.	4.3, F., 1. a.	3				
44	F.1.b. Supplier's proposal demonstrates that they have the ability to analyze issues about reimbursement methodologies for programmatic changes impacting long-term care and waivers as they relate to Ohio Medicaid managed care. Supplier will provide an example of an analysis completed in response to a state's programmatic or fee changes.	4.3, F., 1. b.	3				
45	F.1.c. Supplier's proposal demonstrates they have the ability to analyze issues about hospital services and reimbursements. ODM may request that the supplier analyze reimbursement methodologies for programmatic changes impacting hospital services and hospital reimbursement rates as they relate to Ohio Medicaid FFS/managed care delivery systems. Specifically, these analyses may be focused on the entire hospital reimbursement or on any of the components of hospital reimbursements, analysis to support implementation of a diagnostic related grouping product, and analyses related to alternative methodologies for reimbursing hospital services – e.g. consideration and analysis of a prospective payment system for hospitals currently paid on a reasonable cost basis. Supplier will provide an example of an	4.3, F., 1. c.	3				

	analysis completed in response to a state's programmatic or fee changes.						
46	F.1.d. Supplier's proposal clearly indicates they have the ability to analyze issues about non-institutional provider services and reimbursements. ODM may request that the supplier analyze reimbursement methodologies for programmatic changes impacting non-institutional provider services and reimbursement rates and methods as they relate to Ohio Medicaid FFS/managed care delivery systems. Specifically, these analyses may be focused on the entire reimbursement or on any of the components of non-institutional provider program reimbursements, analysis to support implementation of new fees/rates, and analyses related to alternative methodologies for reimbursing non-institutional services. Supplier will provide an example of an analysis completed in response to a state's programmatic or fee changes.	4.3, F., 1. d.	3				
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the supplier's proposal proceed to the Phase III evaluation of its Cost Proposal? (Supplier's Grand Total Technical Score must be at least 800 points.)

Yes _____

No _____

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

Cost Proposal Form

Instructions:

Vendors are to complete the Cost Proposal Form, sign it, and submit it as their separate, sealed Cost Proposal as instructed in the RFP. The Cost Proposal Form requires vendors to provide, based on their understanding of the services required in this RFP, the deliverables specified in section 4.3, an hourly rate for each key staff listed in section 3.4. Vendors are to use their professional comprehension of the efforts required to perform the services and complete the specification and any associated deliverables stated within the RFP. Vendors are to use their business expertise in pricing the work described and to offer their rates accordingly. ODM encourages vendors to provide rates that are reasonable and necessary to complete the objectives of the contract.

As stated in the RFP, ODM is seeking to contract with a vendor to provide expert assistance and consultation, operational assistance, and liaison support activities for multiple Medicaid healthcare actuarial and financial initiatives and work activities for State Fiscal Years (SFYs) 2020-2021, with the option to renew for up to two additional biennia (SFYs 2022-2025).

Vendor Cost Proposal

The vendor's Cost Proposal must include, for each position listed in section 3.4, an hourly rate and an estimated total annual cost.

Rates must be shown in the form of whole dollars. The quoted rates must encompass all administrative and overhead costs. Once the selected vendor's Cost Proposal is accepted, the hourly billable rates identified therein will be considered firm and all-inclusive.

In-House

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

Subcontracted Services

Identify the names of any individuals or firms the vendor has pre-selected to provide subcontracted services. The pre-selected subcontractor must be either under a current contract with the vendor that will remain in effect through the effective dates of the contract that will result from this RFP process, or must have issued a letter of commitment to subcontract with the vendor for work under the resulting contract. The subcontractor(s) can be hired to accomplish a portion of the work required; however, the vendor must indicate such when submitting project proposals. **Important Note:** Subcontractor(s) cannot be used to fulfill the Mandatory Supplier Qualifications, Organizational Experience and Capabilities or Staff Experience and Capabilities requirements set forth within sections 3.1, 3.2 and 3.4, respectively.

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

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

Vendor Administrative Costs

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

Vendor Indirect Costs

ODM has deemed it unnecessary for the project to incur indirect costs. All costs should be factored into the hourly rate for each position.

Cost Proposal Consideration and Vendor Selection

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

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

Position Cost Breakdown Table Explanation of Columns

Staff Titles

The Staff Titles are identified as key personnel positions that are directly related to the deliverables specified in section 4.3 of the RFP. Vendors are required to have access to or have available individuals with the knowledge, experience and proven capabilities to carry out each function as identified within the RFP and Cost Proposal. Vendors may choose to subcontract services to third party organizations or individuals. See Important Note under the Subcontracted Services section.

Estimated Hours

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

Hourly Rate

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

Total

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

In-House

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

Subcontracted

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

Using the information above, complete the Position Cost Breakdown Table below:

Position Cost Breakdown Table

2019 Aggregate Hourly Rate Calculation					
Staff Title	Est. Hours	Hourly Rate	Total	In-House	Subcontracted
Client Manager/Lead Actuary					
Key Subject Matter Expert					
Project Manager					
Data Manager					
Management Personnel					
Support Staff and Subcontracted Services.					
Staff Title	Est. Hours	Hourly Rate	Total	In-House	Subcontracted
Staff Actuaries					
Operational Support					
Clinical/Pharmacy Support					
Data Analysis					
Actuarial Analysts					
Admin Support					
Subcontractors					
Blended Rate Calculation					
Aggregate Hours					
Aggregate Total					
Blended Rate					

Blended Rate Calculation

Aggregate Hours- The sum of the all the hours in the Estimated Hours Column

Aggregate Total- The sum of the figures in the Total Column

Blended Rate- Calculated by dividing the Aggregate Total amount by the Aggregate Hours

Complete the following state fiscal year tables using the estimated total number of hours needed to complete the deliverables detailed in the RFP and the blended rate calculation above.

Vendor Name: _____

State Fiscal Year 2020

Estimated number of Hours	Total Amount	(Insert an "x" where applicable)	
		(E) In-House	(F) Subcontracted Services

State Fiscal Year 2021

Estimated number of Hours	Total Amount	(Insert an "x" where applicable)	
		(E) In-House	(F) Subcontracted Services

State Fiscal Year 2022

Estimated number of Hours	Total Amount	(Insert an "x" where applicable)	
		(E) In-House	(F) Subcontracted Services

State Fiscal Year 2023

Estimated number of Hours	Total Amount	(Insert an "x" where applicable)	
		(E) In-House	(F) Subcontracted Services

State Fiscal Year 2024

Estimated number of Hours	Total Amount	(Insert an "x" where applicable)	
		(E) In-House	(F) Subcontracted Services

State Fiscal Year 2025

Estimated number of Hours	Total Amount	(Insert an "x" where applicable)	
		(E) In-House	(F) Subcontracted Services

Three -biennia averaged aggregate amount: _____ (This number is used for vendor selection purposes ONLY.)

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

Name / Title

Company / Organization Name Date

**OHIO DEPARTMENT OF MEDICAID
CONTRACT FOR SERVICES**

C-1819-00-0000

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 PURPOSE AND LEGAL AUTHORITY.** CONTRACTOR will perform its responsibilities under this Contract [in accordance with the RFP and the Proposal] (Deliverables) 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. CONFIDENTIALITY OF INFORMATION

- A. CONTRACTOR agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. CONTRACTOR specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Contract exists, including, but not limited to:
1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
 2. Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;
 3. Ohio Revised Code, ORC 173.20, 173.22, 1333.61, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and
 4. Corresponding Ohio Administrative Code rules.
- B. CONTRACTOR agrees that any data created, received, maintained or transmitted on behalf of ODM by CONTRACTOR shall be returned to ODM not later than 90 calendar days following termination of this Contract and shall certify that no copies of source data were retained by CONTRACTOR, unless as may be otherwise provided for in this Contract or by law.
- C. CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Contract.
- D. CONTRACTOR agrees that access to the records and data provided by ODM for purposes of this Contract will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Contract. CONTRACTOR agrees to provide the ODM Contract Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.
- E. CONTRACTOR agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Contract shall be stored in an area

that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Contract shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. **CONTRACTOR** expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.

- F. **CONTRACTOR** shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with **CONTRACTOR** incorporating these assurances.
- G. **CONTRACTOR** agrees that any information provided under this agreement that is proprietary shall be held to be strictly confidential by **CONTRACTOR**.
- H. **CONTRACTOR** shall not share or otherwise disclose any of the above referenced information to any third party without the express written authorization of the Director of ODM.
- I. **CONTRACTOR** shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General or any duly authorized law enforcement officials) and by agencies of the United States government.
- J. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and NIST Special Publication 800-53. **CONTRACTOR** shall prepare, store, and transmit all sensitive data relating to the state of Ohio in accordance with Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; State of Ohio Administrative Policy IT-14, Data Encryption and Securing Sensitive Data; and NIST Special Publication 800-53.
- K. **CONTRACTOR** shall comply with Ohio Administrative Policy IT-04, Use of Internet, E-mail and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources.
- L. The express terms and conditions of this Article shall be included in all subcontracts executed by **CONTRACTOR** for any and all work under this Contract.

ARTICLE III. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from **July 1, 2017** or upon issuance of an approved State of Ohio purchase order, whichever is later, through **June 30, 2019**, unless this Contract is suspended or terminated prior to the expiration date. **This Contract may be renewed through June 30, _____, 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. ODM will notify **CONTRACTOR** when this certification is given.

ARTICLE IV. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODM will pay an amount up to _____ Dollars (**\$_____**) for State Fiscal Year **2018** and up to _____ Dollars (**\$_____**) for State Fiscal Year **2019** 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 _____ Dollars (\$_____ Travel) for SFY 2018 and _____ Dollars (\$_____) for SFY 2019, 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 shall only bill ODM for 85% of moneys due on each invoice, and the other 15% shall be designated as a holdback. The 15% holdback funds are payable to CONTRACTOR at the end of each fiscal year upon satisfying the 15% Minority Business Enterprise set-aside prescribed by **Section 8.24** of the RFP and **ARTICLE IV.I.** and **ARTICLE X.B.9** of this Agreement.
- D. 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.
- E. CONTRACTOR expressly understands that ODM will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from ODM that the provisions of ORC 126.07 have been met as set forth in ARTICLE III, nor for work performed after the ending date of this Contract.
- F. 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.
- G. 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.

- H. **[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.**
- I. **Minority Business Enterprise Set-Aside Percentage:** Contractors doing business with all state-level agencies, including ODM, are required to identify and set aside a specific percentage of contract-related Work to be exclusively performed by Ohio-certified Minority Business Enterprise (MBE) businesses, and to actively seek and subcontract for these businesses' services. MBE set-aside required percentages for SFY 2018 and SFY 2019 are established pursuant to ARTICLE X.B.9. of this Contract, while related determinations regarding payments shall be managed pursuant to this Section.
1. On invoices submitted to ODM, for each Deliverable, CONTRACTOR shall indicate the dollar amount attributed to Ohio certified MBE subcontractors, along with documentation demonstrating the MBE subcontractor activities.
 2. If CONTRACTOR does not attain the MBE set-aside percentage prescribed by either ARTICLE X.B.9. or the percentage determined by ODM pursuant to an approved waiver or modification in accordance with ARTICLE X.B.9., CONTRACTOR shall forfeit any performance holdback in full.
 3. In addition to any withholding due to CONTRACTOR for not meeting the MBE set-aside required percentages, ODM shall determine the difference between the required percentage and the attained percentage to determine the *deficient percentage*. CONTRACTOR shall reimburse ODM an amount equal to the total fiscal year payments paid by ODM multiplied by the deficient percentage. Payment shall be submitted by CONTRACTOR to ODM within 90 days of ODM notifying CONTRACTOR of the deficiency and the total amount due.

For example, if VENDOR A has a contract with ODM for \$120,000.00 and is required to subcontract 10% (\$12,000.00) of the cost of the contract with an MBE, and VENDOR A performs \$10,000.00 worth of services each month, VENDOR A would invoice ODM \$9,000.00 per month, holding back \$1,000.00 from each invoice. If VENDOR A meets the 10% requirement and subcontracts at least \$12,000.00 with MBE businesses, at the end of the fiscal year VENDOR A will receive the \$12,000.00 in full. If VENDOR A only subcontracts \$6,000.00 to MBE vendors, VENDOR A forfeits the \$12,000.00 hold back and owes ODM \$6,000.00 as the difference between the required set-aside and the actual set-aside.

If a modification or waiver request is submitted and approved, ODM may waive or modify the forfeiture and/or deficiency payment.

4. **Determination of Final Holdback Payment.** ODM shall consider CONTRACTOR's ability to meet the MBE set-aside in determining the total MBE holdback amount that will be retained from CONTRACTOR's final SFY 2018 and SFY 2019 invoices. At any time, if ODM determines to retain a portion the MBE holdback, ODM shall advise CONTRACTOR verbally and in writing (via email) of the reason(s) for the withholding, the total amount, and the condition(s) upon which it is based.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE III, 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 IV;
 2. ODM discovers any illegal conduct by CONTRACTOR; or

3. CONTRACTOR has violated any provision of ARTICLE X.
- 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 IV 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 VI. 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 X, 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 VII. 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.

CONTRACTOR must, for each subcontract in excess of \$2,500.00, require its subcontractors to agree to the same provisions of this Section. CONTRACTOR may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

- 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]**. 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 VIII. AMENDMENT AND ASSIGNMENT

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

ARTICLE IX. 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 CONTRACTOR has knowledge of or reasonably should have knowledge of under the circumstances.
- Further, CONTRACTOR shall report to ODM the following:
- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
 - b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- As soon as is practical following of discovery of a reportable security incident, CONTRACTOR shall notify ODM of the existence and nature of the incident as understood at that time. CONTRACTOR

shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of CONTRACTOR's investigation.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: PrivacyOffice@medicaid.ohio.gov and Mcdlegal@medicaid.ohio.gov

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 an 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 V, 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 X. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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. **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 governmental agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODM in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE IV, 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. **Fair Labor Standards and Employment Practices.** CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
2. **Civil Rights Laws.**
 - a. CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all federal civil rights laws including:
 - (1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352);
 - (2) Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.);
 - (3) The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973; and
 - (4) The Age Discrimination Act of 1975 (42 USC 6101, et seq.).
 - 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 that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 123:1-49, the Anti-Discrimination Policy in State Government Executive Order 2011-05K, or state agency policy.
 - d. 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.
 - e. 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. **[Standard language for non-RFP] 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.

9. **MBE Subcontracting Requirement.** ODM is committed to making more contracts and opportunities available to MBEs certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This Contract is awarded pursuant to a RFP containing a sheltered solicitation requirement which requires CONTRACTOR to seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses.

In seeking solicitations from Ohio certified MBE subcontractors, CONTRACTOR certifies that it:

- a. Utilized a competitive process to which only Ohio certified MBEs may have responded;
- b. Established criteria by which prospective Ohio MBEs would be evaluated including business ability and specific experience related to the Work requirements; and
- c. Required that the Ohio certified MBE maintain a valid certification throughout the term of this Contract, including any renewals.

MBE Subcontractor Plan. CONTRACTOR certifies that it implemented an Ohio certified MBE subcontractor plan (Plan) as required by the RFP. The Plan (a) set aside for Ohio certified MBE subcontractors a minimum of 15% of the cost of this Contract; (b) used a competitive process for the selection of Ohio certified MBE subcontractors to which only Ohio certified MBEs were permitted to respond; and (c) identified proposed portions of Deliverables to be performed by Ohio certified MBE subcontractors. As a result of this process, CONTRACTOR selects _____ to perform services under this Contract.

Tracking. CONTRACTOR acknowledges that it must indicate on all invoices submitted to ODM the dollar amount attributed to the Deliverables provided by any selected Ohio certified MBE subcontractor to which CONTRACTOR subcontracts a portion of the Work under this Contract, along with documentation of its activities, and shall report such payments monthly to ODM. Compliance with CONTRACTOR's proposed cost set-aside percentage is a term of this Contract and failure to attain the proposed percentage each fiscal year may result in CONTRACTOR being found in breach of contract.

Remedies. CONTRACTOR may apply in writing to ODM for a waiver or modification of its proposed MBE set-aside cost percentage. However, no modification or waiver request may be submitted before at least 30% of the Deliverables are completed or after 80% of the Deliverables are completed. CONTRACTOR shall submit evidence acceptable to ODM demonstrating that CONTRACTOR made a good faith effort to seek Ohio certified 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 percentage before the completion of the Deliverables. Compliance with any modified cost set-aside percentage is a term of this Contract and failure to attain the percentage may result in CONTRACTOR being found in breach of contract.

Fee at Risk. Compliance with the minimum cost MBE set-aside percentage is a term of this Contract. CONTRACTOR agrees to place 15% of its payment at risk for failure to attain the MBE set-aside percentage each fiscal year, in accordance with ARTICLE IV.I.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

- a. CONTRACTOR certifies that by executing this Contract and by completing the Affirmation and Disclosure form, 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 USC 2000d, et seq.) and the Age Discrimination Act of 1975 (42 USC 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 USC 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251, et seq.). Violations must be reported to the Regional Office of the United States Environmental Protection Agency (US EPA) 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 USC 6201. Violations must be reported to the Regional Office of the US EPA 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 US EPA 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 \$10,000.00 or the value of the quantity acquired by the preceding federal fiscal year exceeded \$10,000.00; 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 US EPA guidelines.
16. **Experimental, Developmental, or Research Work.** When 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. **Boycott.** CONTRACTOR acknowledges that, pursuant to ORC 9.76, a state agency may not enter into or renew a contract for supplies, equipment or services with a company that operates to earn a profit unless CONTRACTOR provides the following declaration. If applicable, CONTRACTOR certifies that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade and will not do so during the Contract period. CONTRACTOR will notify ODM immediately if it boycotts a jurisdiction with whom the State of Ohio can enjoy open trade. ODM reserves the right to terminate this Agreement immediately upon discovery of such a boycott.
18. **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 XI. 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 XII. 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, 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 contributions to the Ohio Public Employees Retirement System 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. **Subcontracting.** All subcontracts will be at the sole expense of CONTRACTOR and CONTRACTOR will be solely responsible for payments of its subcontractors. CONTRACTOR assumes responsibility for all subcontracting and third-party work performed under this Contract. In addition, all subcontractors agree to be bound by of the terms and conditions of this Contract. CONTRACTOR will be the sole point of contact with regard to all contractual matters.
- C. **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 IX 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.
- C. **[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 IV

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.

- D. **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. **[PUBLIC ENTITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE 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 GRANTEE under this Section survive the termination of this Agreement, without limitation
- E. **General Representations and Warranties.** CONTRACTOR warrants that:
1. The recommendations, guidance, and performance of CONTRACTOR under this Contract will be in accordance with the industry's professional standards, the requirements of this Contract and without material defect.
 2. The Deliverables are merchantable and fit for the particular purpose described in this Contract and will perform substantially in accordance with its user manuals, technical materials, and related writings.
 3. The Deliverables comply with all governmental, environmental and safety standards.
 4. CONTRACTOR has the right to enter into this Contract.
 5. CONTRACTOR has not entered into any other contracts or employment relationships that restrict CONTRACTOR's ability to perform under this Contract.
- F. **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.
- G. **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 VI. 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.

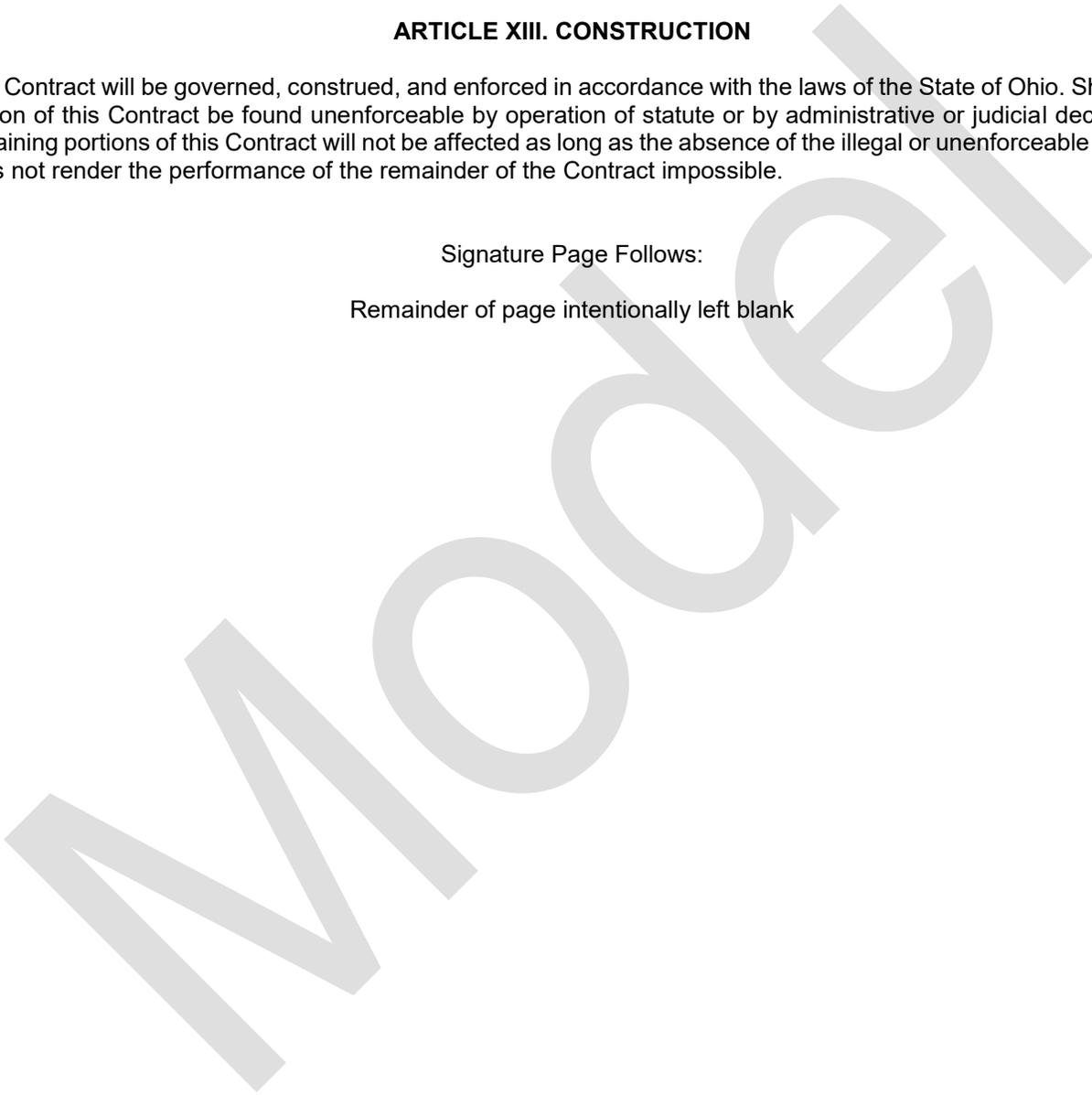
- H. **Severability.** If any provision of this Contract or the application of any provision is held by a court to be contrary to law, the remaining provisions of this Contract will remain in full force and effect.
- I. **Counterpart.** This Contract may be executed in one, or more than one counterpart, 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 XIII. 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:

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ATTACHMENT E

MBE SCORE SHEET

The total maximum MBE points for this RFP is 82. If an applicant proposes and MBE subcontracting percentage greater than 15%, the following points will be added to the applicant's total score:

PHASE IV – MBE SCORING CRITERIA:

CALCULATION OF MBE POINTS:

Over 35.1% MBE set-aside- 100% available points=82 MBE Points

Between 25.1- 35% MBE set-aside- 50% available points =41 MBE Points

Between 15.1- 25% MBE set-aside- 25% available points = 22 MBE Points

Applicant MBE Plan Proposed subcontracting Percentage: _____

Applicant MBE Points: _____

ATTACHMENT F

COST POINT CALCULATION

The total maximum cost points for this RFP are 246. The applicant with the lowest cost proposal will receive the maximum point allotment. The remainder of the proposals shall receive points on a prorated basis as follows:

$$\text{Cost points} = (\text{lowest Offeror's cost} / \text{Offeror's cost}) \times \text{Maximum Available Cost Points} = \text{Offeror's points}$$

Calculation example:

Maximum cost points = 60.

Offeror X proposed cost = \$100.00

Offeror Y proposed cost = \$120.00

Offeror X has the lowest cost and would receive the maximum of 60 points.

Offeror Y's cost points are determined by dividing Offeror X's cost by Offeror Y's cost and multiplying by 60 $(100/120 \times 60) = 50$ points

Lowest cost proposal: _____

Applicant cost proposal: _____

$$(\text{_____} / \text{_____}) \times 60 = \text{_____}$$

Lowest Cost

Offeror's Cost

Total Cost Points

Applicant Total Cost Points: _____