



Department of
Job and Family Services

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

April 1, 2013

Dear Vendor:

The Ohio Department of Medicaid (ODM), in partnership with the Ohio Department of Job and Family Services (ODJFS), announces the release of a Request for Proposals (RFP) to competitively select one experienced and qualified vendor to evaluate Ohio's level of compliance with the Centers for Medicare and Medicaid Services (CMS) "Seven Conditions and Standards." This evaluation project, referred to as the State Self-Assessment or SS-A, is critical to Ohio's delivery of Medicaid services as it is used in determining whether ODM meets federal requirements for enhanced Federal funding.

The vendor selected through this competitive opportunity, identified as ODJFS RFP number **JFSR1415078060**, will work with ODM to perform the evaluation and will provide ODM with expert assistance in a variety of areas, such as in the creation, improvement, and support of business processes that align with CMS's seven conditions and standards and [Medicaid Information Technology Architecture](#) (MITA) framework.

Vendor proposals submitted in response to this RFP must demonstrate the vendor's experience and qualifications, its organizational strengths and capacities, and its administrative preparedness for responding to the described scope of work. Professional agility, a dedication to high quality services, and cost-effectiveness are characteristics that will be used in the vendor selection process.

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

ODJFS, Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor, Suite 3150
Columbus, Ohio 43215-3414
PH: (614) 728-5693

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

Sincerely,

(Signature on file)

Jay Easterling
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

STATE SELF-ASSESSMENT OF COMPLIANCE

With CMS SEVEN CONDITIONS AND STANDARDS

Request for Proposals

RFP: JFSR1415078060

The Ohio Department of Job and Family Services

The Ohio Department of Medicaid

**SS-A Compliance Services
RFP: JFSR1415078060**

TABLE OF CONTENTS:

SECTION I.	<u>GENERAL PURPOSE</u>	
1.1	Purpose	1
1.2	Background	2
1.3	Overview of the Project	3
1.4	Objectives of the Project	4
SECTION II.	<u>PROCUREMENT PROCESS INFORMATION</u>	
2.1	Anticipated Procurement Timetable	5
2.2	Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity	6
2.3	Communication Prohibitions	7
2.4	Program Resource Library	8
SECTION III.	<u>VENDOR EXPERIENCE AND QUALIFICATIONS</u>	
3.1	Mandatory Vendor Qualifications	9
3.2	Organizational Experience and Capabilities	10
3.3	Staff Experience and Capabilities	11
SECTION IV.	<u>SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES</u>	
4.1	Scope of Work	14
4.2	Administrative Structures—Proposed Work Plan	26
4.3	Specifications of Deliverables	26
4.4	Selected Vendor Compensation Structure	32
SECTION V.	<u>PROPOSAL FORMAT & SUBMISSION</u>	
5.1	Proposal Submission Information	33
5.2	Format for Organization of the Proposal	35
	A. Proposal Organization	35
	B. Cost Proposal	37
	C. Vendor Disqualifiers for Proposal Errors	37
SECTION VI.	<u>CRITERIA FOR PROPOSAL EVALUATION & SELECTION</u>	
6.1	Scoring of Proposals	38
	A. Phase I. Review—Initial Qualifying Criteria	39
	B. Phase II. Review—Criteria for Scoring the Technical Proposal	39
	C. Phase III. Review—Criteria for Considering the Cost Proposal	39
6.2	Review Process Caveats	39
6.3	Final Vendor Recommendation	40
6.4	Tie Breaker	40

SECTION VII.	<u>PROTEST PROCEDURE</u>	
7.1	Protests	40
7.2	Caveats	42
SECTION VIII.	<u>CONDITIONS AND OTHER REQUIREMENTS</u>	
8.1	State Contracts	42
8.2	Interview	42
8.3	Start Work Date	42
8.4	Proposal Costs	42
8.5	Trade Secrets Prohibition; Public Information Disclaimer	43
8.6	Contractual Requirements	43
8.7	Travel Reimbursement	44
8.8	Minority Business Enterprise	44
8.9	Subcontractor Identification and Participation Information	45
8.10	Public Release of Evaluations and/or Reports	45
8.11	Confidentiality	45
8.12	Key Personnel	46
8.13	Ethical & Conflict of Interest Requirements	46
8.14	Health Insurance Portability & Accessibility Act (HIPAA) Requirements	46
8.15	Waiver of Minor Proposal Errors	46
8.16	Proposal Clarifications	47
8.17	Contractual Requirements and Prevailing Wage Requirements	47
8.18	Unresolved Findings for Recovery (ORC 9.24)	47
8.19	Mandatory Contract Performance Disclosure	47
8.20	Mandatory Disclosures of Governmental Investigations	48
8.21	Mandatory Disclosures of Work Location	48
8.22	Vendor Selection Restriction	48
8.23	Ohio Presence Consideration	48
8.24	Prohibition Against Services Performed Outside the United States	48
8.25	Proposal Submission as Public Record	49
SECTION IX.	<u>APPENDIX</u>	49
A.	Information on MITS	
SECTION X.	<u>ATTACHMENTS AND THEIR USES</u>	49
A.	Required Vendor Information and Certifications	
B.	ODJFS Model Contract	
C.	Technical Proposal Score Sheet	
D.	Cost Proposal Form	

ODJFS - ODM REQUEST FOR PROPOSALS:

STATE SELF-ASSESSMENT OF COMPLIANCE WITH THE CMS SEVEN CONDITIONS AND STANDARDS

RFP: JFSR1415078060

SECTION I

GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Medicaid (ODM), in partnership with the Ohio Department of Job and Family Services (ODJFS), releases this Request for Proposals (RFP) for the purpose of selecting one vendor to evaluate the State's level of compliance with the Centers for Medicare and Medicaid Services (CMS) "Seven Conditions and Standards." This evaluation, referred to as the State Self-Assessment, or SS-A, will determine if ODM meets requirements necessary to be eligible for enhanced Federal match funding. The vendor selected through this competitive process will provide the State with expert assistance including, but not limited to, the production of documents and the creation, improvement, or support of business processes, including technologies, that align with CMS's requirements for the seven conditions and standards and the Medicaid Information Technology Architecture (MITA) framework.

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

This RFP expresses the most thorough description possible of the types of services that may be required under the resulting contract. More detailed specifications of vendor qualifications and of duties that would be required under contract are listed in Sections III and IV of this RFP. Via the cost proposal, each vendor must use its best business expertise to assess the level of effort the work would require and offer its firm rates or prices accordingly.

Issuing Office

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

For purposes of this RFP, the term "vendor" is used to indicate businesses that could compete for the contract award. The term "proposal" (which may be used interchangeably with the term "bid") is used in reference to materials submitted to ODJFS by a vendor in order to be considered for award of the contract for services described in this RFP. The terms "contractor" and "selected vendor" may be used interchangeably in reference to the one vendor selected for contract award by ODJFS through this RFP process.

1.2 Background

On April 14, 2011, CMS issued seven conditions and standards that must be met by states in order for state Medicaid technology investments to be eligible for enhanced Federal match funding. These conditions and standards include a requirement that state Medicaid agencies evaluate Medicaid business, information and technical architectures to determine the state's level of compliance with CMS MITA requirements. States must establish targets for future capabilities that will advance the state to higher levels along the MITA 3.0 maturity curve and each of the other six conditions and standards.

The CMS seven conditions and standards focus attention on key elements of development and deployment to improve the likelihood of successful system implementation and operation of business processes and technologies. The goal is to build a common framework for the Medicaid Enterprise to plan, architect, engineer and implement business requirements to support improved administration of the Medicaid program. By doing so, Medicaid business processes and information systems become more stable and uniform, with the intent of supporting more efficient, cost-effective, and modern processes and systems. As more states comply with these conditions and standards, there is an increasing likelihood that they will be able to share business processes and technology and thereby achieve the MITA vision. Additional information on the seven conditions and standards is found at:

<http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

States are required to bring Medicaid information systems currently in operation into full compliance with the seven conditions and standards as soon as possible according to a roadmap that supports federal and state initiatives. The development activities required to bring these systems into compliance qualifies for enhanced Federal funding.

Every new Medicaid management information system (MMIS), eligibility and enrollment system, health insurance exchange (HIX), and health information exchange (HIE) must comply with the seven conditions and standards upon start of operations in order to qualify for enhanced Federal funding.

A short synopsis of the seven conditions and standards follows:

- 1 **Modularity Standard** – States must use a modular, flexible approach to systems development, including the use of open interfaces and exposed application programming interfaces (APIs); the separation of business rules from core programming; and the availability of business rules in both human and machine-readable formats. The States commit to formal system development methodologies and open, reusable system architectures.
- 2 **MITA Condition** – States must align to and advance increasingly in MITA maturity for business, architecture, and data.
- 3 **Industry Standards Condition** – States must align with, and incorporate industry standards: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security, privacy, and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and compliance with Federal Civil Rights laws; standards adopted by the Secretary under section 1104 of the Affordable Care Act (ACA); and standards and protocols adopted by the Secretary under section 1561 of the ACA.
- 4 **Leverage Condition** – State solutions should promote sharing, leverage, and reuse of Medicaid technologies and systems within and among States.
- 5 **Business Results Condition** – Systems should support accurate and timely processing of claims (including claims of eligibility), adjudications, and effective communications with providers, beneficiaries, and the public.
- 6 **Reporting Condition** – Solutions should produce transaction data, reports, and performance information that contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.
- 7 **Interoperability Condition** – Systems must ensure seamless coordination and integration with the Exchange (whether run by the state or federal government), and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services.

1.3 Overview of the Project

ODM is seeking a vendor to assist with conducting assessments of Ohio's Medicaid business processes, including key technologies (*i.e.*, the State's Medicaid Information Technology System, or 'MITS', along with a number of other smaller systems that are ancillary to MITS.) In addition, the contractor will work with other specialty vendors working on behalf of the State to assess the interfaces between current technologies and new systems that are being developed through the State's Eligibility Modernization and Health and Human Services (HHS) Statewide Data Sharing Project. The contractor will be expected to collaborate with other vendors working on behalf of the state to produce an overall concept of operations for the Ohio Medicaid Enterprise system.

Work performed by this contractor will further the mission and vision of the Ohio Office of Health Transformation (OHT). This office, created by Governor John Kasich in January 2011, is charged with modernizing Medicaid, streamlining health and human service programs, and improving health system performance to meet the needs of all Ohioans. The selected contractor will collaborate with the appropriate State and vendor teams for the projects identified above to obtain information for the assessments and to develop the corresponding roadmaps and future plans. Additional information on the Ohio OHT can be found on its web site at: www.healthtransformation.ohio.gov/.

Specifically, ODM is seeking to secure a highly qualified contractor to assist the State in:

- Completing a SS-A to determine to what extent Ohio Medicaid's current business processes are in alignment with MITA 3.0 and the CMS seven conditions and standards;
- Completing a SS-A to determine to what extent Ohio's current Medicaid information systems comply with MITA 3.0 and the CMS seven conditions and standards, including how they will interact and interoperate with Ohio's new integrated eligibility system and HHS business intelligence architecture (also referred to as IE BI in this document);
- Setting goals and objectives and establishing roadmaps for major improvements in current information systems that advance MITA maturity by at least one level;
- Determining how and when current information systems will achieve full MITA maturity; and
- Completing an overall MITA roadmap and a concept of operations that includes current Medicaid business processes, systems, and IE BI.

1.4 Objectives of the Project

The selected vendor will assist ODM in enhancing its ability and capacity to meet the following objectives:

- Complete the CMS required SS-A and other required artifacts.
- Allow ODM to categorize business, information, and technical maturity into one of five MITA maturity levels where each higher level brings more operational effectiveness to the State Medicaid Enterprise and determine a plan for advancement.
- Conduct a gap analysis between the as-is and to-be business process and technical landscape, in order to develop a MITA roadmap proposing whether, how, and when the gaps could be closed.
- Foster integrated business and information technology transformation across ODM to improve the administration and operation of the Medicaid program.
- Provide a common framework for ODM to plan, architect, engineer, and implement new and changing business requirements and technologies.
- Drive the states' business processes and systems toward a widespread network of shared, common technology and processes that support improved administration of the Medicaid program.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
APRIL 1, 2013	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
April 11, 2013	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
April 15, 2013	ODJFS provides final answers to vendor questions (estimated).
3:00 P.M., Monday, April 29, 2013	Deadline for vendors to submit proposals to ODJFS (3 p.m.). - This is the beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
May 06, 2013	ODJFS issues contract award notification letter (estimated). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.
July 8, 2013	Controlling Board review of contract (<i>estimated</i>) - Contract with the selected vendor may require review and approval.
July 15, 2013	Implementation* (<i>estimated</i>)—following notification of all contractual and funding approvals). - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
July 01, 2015 through June 30, 2017	Possible contract renewal period**

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

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

* * Subject to approval by the Controlling Board, the contract period is expected to run from approximately July 1, 2013 through June 30, 2015, with the possibility for a renewal contract that

would be in effect from mid-July, 2015 through no later than June 30, 2017, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewal may be subject to approval by the Controlling Board.

2.2 Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity

Vendors may ask clarifying questions regarding this RFP provided those questions are asked via the Internet during the question and answer (Q&A) period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, vendors must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- * **Select “About Us” on the front page;**
- * **Select “Doing Business with ODJFS;”**
- * **Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”**
- * **Select RFP Number *JFSR1415078060*;**
- * **Click the “Submit an Inquiry” Button to ask a question about the RFP; and,**
- * **Follow the instructions to send an e-mail question.**

Questions must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The question must be submitted with the name of a vendor representative, the company name and business phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include identification for the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

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

ODJFS responses to questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all vendors. Questions about this or any ODJFS RFP are answered by ODJFS **only** in this public forum. **ODJFS reserves the right to determine whether to post answers to vendor questions (e.g., as received before or after the closing of the Q&A period).**

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

Accessibility to vendor questions and ODJFS answers will be clearly identified on the website dedicated to this RFP, once any answers are made available.

IMPORTANT: Requests from vendors for copies of previous RFPs or past vendor proposal or score sheets or past or current contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored, however, the posted time frames for ODJFS responses to Internet questions submitted for RFP clarification do not apply to PRRs.

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

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

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

2.3 Communication Prohibitions

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

The only exceptions to this prohibition are as follows:

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

5. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services (OLAS).

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

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

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

2.4 Program Resource Library

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

This RFP summarizes the major tasks and deliverables associated with the SS-A, but it does not provide all the detail and guidance required to actually complete the SS-A according to CMS requirements. Vendors are referred to the following documents for additional relevant information. The State does not present this as a comprehensive list. Vendors are responsible for identifying and obtaining any and all documentation and materials relevant to this RFP.

MITA 3.0: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Medicaid-Information-Technology-Architecture-MITA.html>

At this site, there are downloads for all parts of the MITA 3.0 framework, including the business, information, and technical architectures, the seven conditions and standards white papers, training materials, and much more. Under the MITA 3.0 downloads link is the State Self-Assessment Companion Guide, which the vendor should use as its guide to conducting assessments.

Seven Conditions and Standards: These are also covered in MITA 3.0 framework, but the following link provides an overview: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

Systems Integration Vendor RFP: Provides an overall understanding of the goals and objectives, scope, architecture, and plans for the IE and HHS Statewide Data Sharing project: <http://procure.ohio.gov/proc/viewProcOpps.asp?oppID=9725>

Ohio's Strategic Modernization Initiatives: Provides an overview of the State's strategic modernization initiatives for its HHS Medicaid Enterprise: <http://procure.ohio.gov/proc/viewProcOpps.asp?oppID=9725&disclaimer=N>

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Vendor proposals submitted in response to this RFP must demonstrate the vendor's qualifications and experience, organizational strengths and capacities, and administrative preparedness for responding to the described and evolving work requirements. Vendor proposals must indicate the vendor's readiness to complete this scope of work by describing its organizational capacity, including its resources, capacities, skill sets, work approaches, and the problem-solving methods it would use to support work under the SS-A contract. 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 of consideration in the vendor selection process.

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

3.1 Mandatory Vendor Qualifications

ODM will only consider proposals from vendors with an adequate number of personnel (direct or subcontracted) with the experience and expertise necessary to complete the project. In order to be considered for the contract expected to result from this RFP, **ODM requires that interested vendors must, at minimum, meet all mandatory qualifications as established in this section 3.1.** Failure to meet any of these qualifications will result in that vendor's disqualification from any further consideration for this project. The vendor proposal must:

- A.** Demonstrate that the vendor has a minimum of five years organizational experience providing business process re-engineering or organizational change management (OCM) services for at least three other states or the federal government. Demonstrated experience must include the following:
 1. Discovery and documentation of as-is processes;
 2. Design and documentation of to-be processes;

3. Expert knowledge in the application of use cases, business rules engines, and workflow; and,
 4. Effective planning, delivering, coordination and implementation of improved business processes.
- B.** Demonstrate that the vendor has a minimum of five years cumulative experience providing IT services in the Medicaid industry, specifically in at least three other states or the federal government. Demonstrated experience must include the following areas of work:
1. Experience in health IT (HIT) technical and information architecture planning and design; and,
 2. IT project management experience.
- C.** Demonstrate that the vendor has experience conducting and documenting at least one significant MITA SS-A utilizing the MITA Framework 2.0 or later.
- D.** Propose an individual for the role of Project Manager who currently holds a Project Management Professional certification from the Project Management Institute; a photocopy of that certification or other independently verifiable evidence of it must be included in proposals, as well as a copy of this individual's resume.

To demonstrate such experience as required for A, B, and C above, the vendor proposal must include information to identify each experience (for example, the federal or state government agencies and/or programs, dates of initiation and conclusion of the projects, etc.) and a narrative describing the experience. The narrative must clearly explain how that past experience relates to the mandatory requirements in this section. The vendor must list each work experience separately and completely. If it would aid in understanding this experience, the vendor may create a chart that cross-references each project to the appropriate work experience listed above.

NOTE: The State will require a clause in the resulting contract regarding key personnel. The proposed project manager as well as any other persons identified in the successful vendor's proposal or resulting contract as critical to the success of the project may not be removed without reasonable notice to ODM. Replacement staff must at minimum meet the same qualification standards, and appointments will not be made without ODM approval.

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

3.2 Organizational Experience and Capabilities

Proposals are to provide evidence of the following, each of which will be evaluated for the quality of the experience and its applicability to the project:

- A. Samples of at least two, but no more than four, similar-sized projects completed in the past five years that demonstrate expertise in those strategies and areas listed in this RFP:
1. Identify if the projects were provided within set time frames and within budget. Samples, at minimum, should detail the vendor's experience with multi-agency collaboration working within a single project; the ability to work timely and within budget; and the vendor's success working within short timeframes. Acceptable samples will include timelines and effort in a readily understandable format using documents such as project plans including resource hours and tasks, communication plans, work breakdown structures, and timelines.
 2. Provide names and contact information for at least three entities for which they have performed similar large scale projects in the past five years.
- B. Demonstrated experience with HHS programs such as Medicaid and Medicare, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and other public assistance programs, and their associated business processes;
- C. In-depth understanding of the CMS seven conditions and standards including the MITA framework and its three major sub-architectures – business, information, and technical;
- D. Demonstrated knowledge of and experience in Medicaid and the laws and regulations affecting its operations. Any Ohio-specific knowledge and experience should be described.

3.3 Staff Experience and Capabilities

The vendor must demonstrate its significant expertise and its comprehension of this project by assigning qualified individuals for this project. For each of the individuals a vendor proposes to ODM to perform this work, the vendor must, at minimum:

- Identify the individual to be assigned for the duration of this activity and, in a brief narrative statement, specify why this individual is key to the activity's success;
- Include a resume or curriculum vitae for the individuals proposed to work on the project.
- Include position-specific documentation as requested below for those persons proposed for each of the Key Staff positions.

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

Required Experience and Qualifications by Key Staff:**A. Project Manager**

1. A minimum of five years experience in the development, management and implementation of a variety of Medicaid related projects for federal and state Medicaid agencies.
2. A minimum of five years full-time experience as a project manager.
3. Experience as the project manager on a minimum of two projects, at least one which lasted a minimum of 12 months, that encompassed the full system development life cycle from initiation through post implementation on a large scale project.
4. A minimum of 3 years of experience as the project manager on a project of similar size and complexity as the one outlined in this RFP.
5. Experience following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench) developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity.
6. Project Management Professional (PMP) Certification (as established in Section 3.1, Mandatory Vendor Qualifications).
7. Management of two or more projects of similar size and complexity for State Medicaid agencies and/or the federal Department of Health and Human Services.
8. A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.

B. Business Lead

1. A minimum of five years experience providing business process re-engineering or OCM services for a Medicaid agency, including, but not limited to:
 - a. Conducting business and organizational needs assessments;
 - b. Strategic planning;
 - c. Establishing best practices;
 - d. Organizational assessments;
 - e. Providing detailed business process re-engineering recommendations and options for Medicaid business processes; and
 - f. Developing a strategic framework for Medicaid business enterprises, including the use of information technology.
2. Experience in developing and implementing a training plan for state staff and their agents on a minimum of one project of similar complexity and size.
3. A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.

C. Technical Lead

1. A minimum of five years experience providing IT services in the Medicaid industry.
2. A minimum of three years full-time experience providing technical assistance for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.

3. Three years experience performing systems development activities as a technical lead over analysis, design, development, and testing on a project of similar size and scope for other state Medicaid agencies and/or the federal Department of Health and Human Services.
4. Two years experience in performing assessments on Medicaid-related systems and offering best practices for improvement.
5. Experience using various project management tools for planning and tracking purposes on a minimum of two projects.
6. At least two years experience in HIT technical and information architecture planning and design.
7. At least two years experience with projects that involved the CMS seven conditions and standards including MITA and its three major sub-architectures – business, information, and technical.
8. Worked on at least one project that involved conducting and documenting at least one significant MITA SS-A utilizing the MITA Framework 2.0 or later.
9. A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.

D. Technical Writer

1. A minimum of five years experience providing technical writing services, for a Medicaid agency in the areas of business analysis and technical analysis.
2. Exceptional grammar, writing, and copy editing skills.
3. Strong understanding of the software development lifecycle process.
4. Experience producing instruction manuals and other supporting documents to communicate complex and technical information.
5. A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.
6. Advanced MS Office skills.
7. Writing samples that demonstrate professional, comprehensible, intuitive, high-quality documentation skills.

E. Additional Support Staff

In addition to the above positions, based on the vendors understanding of the work, vendors should also propose any additional key staff to provide support on this project that will be key to the project's success. Please note that vendor proposals will also be scored based on the key staff they propose for this project. Key staff must, at a minimum, meet the following requirements:

- For those individuals proposed for project management support:
 - A minimum of three (3) years experience in the development, management and implementation of a variety of Medicaid related projects for federal and state Medicaid agencies,
- For those individuals proposed as technical support:
 - A minimum of three years experience providing IT services, business analysis or

technical support in the Medicaid industry.

- Experience providing technical assistance for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software.
- For those individuals proposed as business support:
 - A minimum of three years experience providing business process re-engineering or OCM services for a Medicaid agency.

SECTION IV. SCOPE OF WORK AND SPECIFICATIONS OF DELIVERABLES

Interested vendors are to view this section's description of the scope of work and deliverables that will be required of the selected vendor as the underlying frame work for vendors' proposals. Proposals will be evaluated by ODM not only on whether qualified vendors agree to the required deliverables, but on how well and how fully their proposals indicate they will perform those deliverables, and on how effectively and efficiently the proposal meets the RFP's objectives and serves Ohio's needs. Once the initial scope of work has been completed, there will be an option for contract extensions to provide for annual updates to SS-A artifacts. Please note that CMS artifacts and templates should be used for deliverables where appropriate.

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

Important Note: For any work performed under a contract resulting from this RFP, the contractor must clearly state all assumptions in documents, conclusions, recommendations, reports and projections, and cite all data sources. The contractor must 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 following information is a summary of the duties and responsibilities of the selected contractor for this RFP; further details are provided in Section 4.3, Specifications of Deliverables. In order to receive consideration for contract award, all aspects of the requirements described in this section must be addressed in the vendor's technical proposal.

General Assessment Requirements

The selected contractor must conduct its assessments according to the CMS SS-A Companion Guide, and should refer to that document for recommended details (mostly in tabular form) on how to proceed at each step. In addition to the Companion Guide, it is expected that Contractors will refer to the entire set of CMS MITA 3.0 documentation when preparing their proposals and actually completing the SS-A.

The assessment of capabilities allows states to categorize business, information, and technical maturity into one of five levels where each higher level brings more operational effectiveness to the State Medicaid Enterprise.

CMS recommends that the SS-A be conducted in five steps as follows:

- Step 1:** Prepare for the SS-A project
- Step 2:** Conduct the business architecture SS-A
- Step 3:** Conduct the information architecture SS-A
- Step 4:** Conduct the technical architecture SS-A
- Step 5:** Conduct the seven conditions and standards SS-A

This five-step process should be followed for each of the major areas (Medicaid business processes, MITS, systems ancillary to MITS, and interfaces and interactions between MITS and IE BI) identified in Section 1.4.2. Regarding Step 1, an overall SS-A plan (See Section 4.1) will need to be developed, with further details for each major area. For each major area, the following artifacts must be produced for each of Steps 2 through 5 above:

1. Current capabilities (as-is);
2. Target capabilities (to-be);
3. Supporting evidence references;
4. SS-A scorecards;
5. MITA roadmap;
6. Proposed system changes to bridge the gap between as-is and to-be capabilities, along with tentative schedules and cost estimates, plus feasibility and associated costs and target dates for going beyond the to-be levels to achieve full maturity.

In addition, a high-level MITA roadmap and COO document must be developed for the overall Ohio HHS Enterprise.

Medicaid Business Process Review

Medicaid is and necessarily must be a business-driven enterprise in order to meet the needs of its consumers, providers, regulators, and other stakeholders. This review will focus on State Medicaid business processes and their degree of alignment with the MITA 3.0 business model with its 10 business areas, 21 business categories, and 80 business processes. It will lay the foundation for later system-specific assessments.

In preparation for this review, the selected contractor will prepare and present MITA training to State staff, including both the MITA business architecture and the seven conditions and standards. Later training will include the MITA information and technical architectures. The key steps for this review are:

1. Review the Ohio 2004 MITA 1.0 State Self-Assessment and understand the business model and MITA levels at that time; also review the business model that the State used in developing its business requirements for the original MITS RFP;
2. Work with State Medicaid staff to document Medicaid business processes and align them with the 10 business areas, 21 business categories, and 80 business processes of the MITA 3.0 business architecture (BA) to create the as-is business process model (BPM). If necessary, expand the BPM to include any state-specific business processes not covered in the MITA 3.0 BPM;
3. Determine the as-is level of maturity by MITS 3.0 business area and business process using MITA 3.0 business capability matrices (BCM); also develop business process descriptions and BCMS for any processes that are not covered by the MITA 3.0 BA;
4. Complete an as-is Medicaid business process scorecard;
5. Assess, to the extent possible without consideration of an actual system architecture, the degree of compliance for each of the 10 business areas with each of the seven conditions and standards using the Seven Standards and Conditions Capability Matrix (SCM);
6. Complete the BA portion of an as-is seven conditions and standards scorecard;
7. Make recommendations on how Medicaid business areas/processes could be improved to:
 - a. Be more efficient and streamlined;
 - b. Eliminate redundancy;
 - c. Align with the seven conditions and standards, including MITA 3.0. Here, an objective is to identify where principles captured in the seven conditions and standards could be applied, such as modularity, use of business rules and their separation from core programming, application of service-oriented architecture to promote reuse locally and with other states, etc.
8. Document these revised business processes and associated workflows in the context of the MITA 3.0 business model;
9. Identify to-be levels of maturity and potential timeframes and complete a to-be Medicaid business process scorecard;
10. Conduct a gap analysis between the as-is and to-be views and develop a MITA roadmap proposing whether, how, and when the gaps could be closed.

The vendor is required to submit in response to this RFP its approach to business process re-engineering and organizational change management.

MITS Assessment

The selected contractor will need to work with the following stakeholders in order to do the MITS assessment:

1. ODM, and sister State agency staff;

2. HP, the Contractor for MITS;
3. Other HHS IT contractors; and
4. OHT Program Office.

The selected contractor will need to determine what further training, if any, is necessary to prepare State staff and other stakeholders for the MITS assessments.

In order to produce the deliverables summarized in Section IV, the selected contractor will need to assess:

1. Business Architecture:

- a. Review the results of the Medicaid business process review with the MITS Contractor and make any necessary changes;
- b. Validate the as-is level of maturity for each MITA 3.0 business area and business process using MITA 3.0 BCMs. To do this will require that the selected contractor:
 - i. Work with the MITS Contractor and the State to understand the MITS business architecture and how individual MITA 3.0 business processes map to MITS software modules and vice versa
 - ii. Become familiar with the operational MITS system, obtain access to the user acceptance testing environment, and actually use the system when deciding the as-is levels of maturity for each business process as measured against the BCM. (Note that the selected contractor will have to sign a business agreement to bind it and its project staff to HIPAA requirements).
 - iii. Obtain the MITS Contractor's own assessment of MITS MITA 3.0 BA as-is levels and consider it part of the as-is process;
- c. Complete the as-is BA scorecard;
- d. Work with the State and MITS Contractor to establish goals and objectives for each business area and business process to determine to-be levels (capabilities, priorities, and dependencies) that are feasible within the constraints of the current MITS architecture. Note that some higher-level to-be targets, including some from the Medicaid business process review, may not be possible with the current system;
- e. Work with the State and the MITS vendor to conduct a gap analysis to determine target levels for the various business areas, summarize the development work necessary to reach those levels, estimate the costs; and assess what changes are cost-effective to consider. Document this information in supporting evidence references;
- f. Based on the results of steps d and e, identify the to-be levels of maturity and timeframes; complete the to-be BA scorecard and fill in the as-is and to-be levels on the business architecture profile.

2. Information Architecture:

- a. Use the MITA 3.0 BPM (especially shared data) and information capability matrices (ICMs), to evaluate the as-is information architecture (IA) environment for each of the ten business areas. Assess each of the four information capabilities: data management strategy (DMS), conceptual data model (CDM), logical data model (LDM), and data standards;
- b. Develop (or obtain from the MITS Contractor) the as-is CDM for important high-level functions, and inputs and outputs of each of the business areas. Document the as-is DMS and data standards;
- c. Assign an as-is IA level of maturity for each business area;
- d. Complete the as-is IA scorecard;
- e. Work with the State and the MITS Contractor to establish IA goals and objectives for each business area and business process to create a to-be view;
- f. Work with the State and the MITS contractor to conduct a gap analysis to determine realistic IA target levels for the various business areas, summarize the development work necessary to reach those levels, and estimate the costs; assess what changes are cost-effective to consider;
- g. Based on the results of steps e and f, identify the to-be levels of maturity and timeframes;
- h. Complete the to-be IA scorecard and fill in the as-is and to-be levels on the information architecture profile.

3. Technical Architecture:

- a. Use the MITA 3.0 BPM and technical capability matrices (TCMs), to evaluate the as-is technical architecture (TA) environment for each of the ten business areas. Evaluate ODM's as-is TA environment from the perspectives of the technical management strategy, business services, technical services, application architecture, and technology standards;
- b. Develop, with the support of the MITS Contractor the as-is technical service models for important high-level functions and messages of each of the business areas. Document the as-is technical service areas and classifications;
- c. Assign an as-is TA level of maturity for each business area;
- d. Complete the as-is TA scorecard;
- e. Work with the State and the MITS Contractor to establish TA goals and objectives for each business area and business process to create a to-be view;
- f. Work with the State and the MITS Contractor to conduct a gap analysis to determine realistic TA target levels for the various business areas, summarize the development work necessary to reach those levels, and estimate the costs; assess what changes are cost-effective to consider;
- g. Based on the results of steps e and f, identify the to-be levels of maturity and timeframes;
- h. Complete the to-be TA scorecard and fill in the as-is and to-be levels on the technical architecture profile.

4. Seven Conditions and Standards:

- a. Evaluate ODM's as-is BA, IA, and TAs as they relate to the seven conditions and standards: Modularity, MITA, Industry Standards, Leverage, Business Results, Reporting, and Interoperability. Use the SCM to assess the current level of maturity.
 - i. Use State high-level plans for meeting the seven conditions and standards from MITS IAPD 2.8 as a starting point to prepare for this assessment
 - ii. Work with the MITS Contractor and the State to understand the MITS architecture (business, information, and technical) and to what extent it meets each of the seven conditions and standards
 - iii. Obtain from the MITS Contractor and consider its own assessment of the as-is levels for the seven conditions and standards as part of the as-is process;
- b. Develop documentation for BA, IA, and TA compliance with each of the seven conditions and standards;
- c. Assign an as-is level of maturity for each of the seven conditions and standards;
- d. Complete the as-is seven conditions and standards scorecard;
- e. Work with the State and the MITS Contractor to establish goals and objectives for each business area as it relates to the seven conditions and standards to create a to-be view; Work with the State and MITS Contractor to conduct a gap analysis to determine realistic target levels for each business area for each of the seven conditions and standards and summarize the development work necessary to reach those levels. Estimate the costs versus benefits and determine what changes are cost-effective to consider;
- f. Based on the results of steps e and f, identify the to-be levels of maturity and timeframes;
- g. Complete the seven conditions and standards scorecard and fill in the as-is and to-be levels on the seven conditions and standards profile.

5. MITS MITA Roadmap:

- a. Work with the State and the MITS Contractor to assess whether, how, when, and at what cost MITS could be modified to reach full maturity according to the maturity curves for MITA 3.0 and the seven conditions and standards;
- b. Capture the information pertaining to achieving full maturity, along with the MITA steps that came out of the above MITS assessments, in a MITS MITA roadmap.

Ancillary Medicaid Systems Assessment

The following stand-alone systems support the Ohio Medicaid program in some way. The selected contractor should consider how each system is used in Medicaid and whether it should be modernized (brought into compliance with the seven conditions and standards), replaced, or retired.

- A. CRIS-E – Client Registry Information System Enhanced – The current State system for determination of eligibility for Medicaid and other HHS programs;
- B. Perseus – A stand-alone system used in connection with long-term care. Its major subsystems are provider information, cost reports, rate setting, and audits;
- C. Pegasus – A stand-alone system that retrieves data related to nursing home rates and compares the information to Perseus data. Pegasus is updated monthly;
- D. Athena – A stand-alone case management tracking system used to hold managed care organizations accountable for contract performance standards and to track appeals, grievances, and complaints as required by federal statute;
- E. Apollo – The electronic data interchange (EDI) data repository for raw EDI claims;
- F. EDI Translator (Sybase) – A suite of EDI tools that handle EDI message transformation and EDI message handling;
- G. BIAR – Business Intelligence Analytical Reporting – The MITS reporting application that provides federal, monthly caseload, and other reports and that feeds the ODM Data Warehouse;
- H. DSS – Decision Support System – A system fed primarily from the ODM Data Warehouse, that supports “high-end” analytics
- I. MEBI – Medicaid Eligibility Batch Inquiry – An on-line query tool for providers to verify eligibility information for up to 500 recipients at a time;
- J. MDS 3.0 – The ODM Minimum Data Set 3.0 – This server receives MDS data from the Ohio Department of Health, classifies the data into 45 groups, calculates case mix scores, and passes them to Perseus for long term care rate calculations; and
- K. eQuil – eQuil is an IBM FileNet application built for disability determinations that went live in September 2006. It is both a workflow and document management environment managed and hosted by the State. eQuil interfaces only with CRIS-E, the current State Medicaid eligibility system, and supports approximately 50 State users and 3500 county users.

For each of the eleven systems noted above, the selected contractor must first determine whether the system will be required for Medicaid once MITS Phase 2 is finished and the three phases of the IE BI system are fully operational. A written analysis should be completed, for each of the systems, to determine which of the three outcomes (as listed below) the systems falls into and a thorough explanation of why. The possible outcomes are:

1. The system and function are no longer needed. In that case, document why this is so;
2. The system can be retired, but the function is still required because that function will be provided in MITS, IE BI, or somewhere else. In this case, either describe at a high level, the work that was done in another system or describe the work that would need to be done. In either case, do an SS-A on the new solution to assess compliance with the seven conditions and standards, unless that new solution is through IE BI in which case the SI Contractors are responsible for the assessment;
3. The stand-alone system and function are still required. In that case do an SS-A and gap analysis, and make recommendations on how to bring the system into alignment with the seven conditions and standards.

1. Seven Conditions and Standards:

If the outcome of the determination requires that an SS-A against the seven conditions and standards be done for a particular ancillary system, then the process for doing so is as follows:

- a. With support from the State and any applicable contractors, evaluate ODM's as-is BA, IA, and TAs as they relate to the seven conditions and standards: Modularity, MITA, Industry Standards, Leverage, Business Results, Reporting, and Interoperability;
- b. Develop documentation for BA, IA, and TA compliance with each of the seven conditions and standards;
- c. Assign an as-is level of maturity for each of the seven conditions and standards using the SCM;
- d. Complete the as-is seven conditions and standards scorecard;
- e. Work with the State and any applicable contractors to establish goals and objectives for BA, IA, and TA compliance with the seven conditions and standards to create a to-be view;
- f. Work with the State and any applicable contractors to conduct a gap analysis to determine realistic target levels for each of the seven conditions and standards and summarize the development work necessary to reach those levels. Estimate the costs versus benefits and determine what changes are cost-effective to consider;
- g. Based on the results of steps e and f, identify the to-be levels of maturity and timeframes;
- h. Complete the seven conditions and standards scorecard and fill in the as-is and to-be levels of the seven conditions and standards profile.

2. MITA Roadmaps for Standalone Ancillary Systems That Are Retained:

- a. For each system ancillary to MITS that is to be retained as a stand-alone system:
 - i. Work with the State and any applicable contractors to assess whether, how, when, and at what cost that system could be modified to reach full maturity according to the maturity curves for the seven conditions and standards;
 - ii. Capture the information pertaining to achieving full maturity, along with the to-be steps that came out of the corresponding assessment of the seven conditions and standards, in a MITA roadmap for that system.

Interfaces and Interactions with the IE BI System

Ohio's current eligibility system, known as CRIS-E, provides intake and eligibility determination support for several of Ohio's HHS programs, and it also provides some case management functionality for several ODM programs. CRIS-E is a legacy system that was designed over 30 years ago and implemented in 1978. In its current state, it is a collection of workarounds and solution enhancements designed to ensure end-to-end support of cases that reside within CRIS-E. As a result, OHT has initiated an eligibility modernization project to simplify client eligibility based on income, streamline State and local responsibility for eligibility determinations, and develop and implement a new eligibility

and enrollment system for Medicaid and other federal entitlement programs. The overall goal is to improve the consumer experience and significantly reduce the costs associated with eligibility processes.

For more information see Section 2.4 of this RFP for the link to RFP 0A1103.

Ohio's vision for eligibility determination is to move from an agency-centered approach to a consumer self-service model that is efficient, effective, and that provides a customer-friendly experience. Within this vision, individuals will be able to file applications for services or benefits through an on-line application process, report changes, and manage their benefit accounts online. Another important component of Ohio's integrated enterprise approach to HHS programs is to strengthen data sharing and decision support at all levels throughout the State. The overall project is known as the IE and HHS Business Intelligence Project. It will require close coordination with other entities including county agencies, local community stakeholders, and sister state agencies to ensure that:

- Health care services are integrated for all physical, behavioral, long-term-care, and social needs;
- Health care services are provided in the setting of choice;
- Consumers can transition seamlessly among health care settings as needs change;
- The system is user-friendly and easily navigated by consumers and providers;
- Stakeholders share and have access to the data they need to manage the health care enterprise and improve health outcomes.

The selected contractor will not be responsible for assessing the IE BI system for compliance with the seven conditions and standards. They will, however, be responsible, with support from the State and other contractors, to:

1. Evaluate the interface(s) between MITS (and systems ancillary to MITS) and the IE BI system to assess compliance with the interoperability condition of the seven conditions and standards;
2. Analyze business process interactions, workflows, and data-flows between MITS and IE BI to assess their compliance with MITA 3.0;
3. Augment the MITS BPM as necessary to capture business process additions and modifications that may be necessary;
4. Update MITS SS-A artifacts to reflect the results of 1, 2, and 3 above.

Due to IE BI project phasing, it may not be possible to fully evaluate planned interactions between MITS and IE BI within the initial scope of the SS-A. Additional updates will be part of possible future scope increases to the SS-A contract as shown in the tentative timeline in Section 2.1.

MITA Roadmaps

As stated earlier, CMS expects all states to prepare and submit a MITA roadmap, and it expects states to continue to make measurable progress implementing its roadmap.

As described earlier, the selected contractor is required to produce MITA roadmaps for business processes, MITs, and each of the ancillary systems that will be retained for the future. The SI Contractors are required to develop solutions for the IE and BI project that comply with the seven conditions and standards from go-live. The SS-A, SI, and other Contractors will work together with the selected contractor taking the lead to produce an overall State HHS Enterprise MITA roadmap. Key MITA roadmap requirements from CMS are:

- The MITA roadmap shall address goals and objectives, as well as key activities and milestones, covering a five-year outlook for proposed system solutions, as part of the APD process;
- The MITA roadmap document will be updated on an annual basis;
- States should demonstrate how they plan to improve in MITA maturity over the five-year period and their anticipated timing for full MITA maturity;
- States should ensure that they have a sequencing plan that considers cost, benefit, schedule, and risk; and
- States must ensure that their BA conforms to the COO and BPM distributed by CMS for specific business functions, or identify any differences.

To receive enhanced FFP, States submitting partial system updates will need to submit and have an approved MITA roadmap for achieving full compliance with the seven conditions and standards. (For example, the portion of the MITA roadmap for IE and BI systems will document plans for future phases). CMS will track progress against the approved roadmap when determining if system updates meet the seven conditions and standards for the enhanced match. The State MITA roadmap must include:

1. Statement of goals and objectives;
2. Project management plan;
3. Proposed project budget.

Further details are contained in the State Self-Assessment Companion Guide.

Concept of Operations and Business Process Models

The selected contractor will collaborate with the State and the SI and other Contractors to produce an overall COO along with business workflows for the business functions that comprise Medicaid. The purpose of the COO is to provide a framework within which the State can advance its alignment with the MITA Maturity Model. The key business functions will be provided in the following systems/solutions:

1. All Ohio Medicaid business functional areas;
2. MITs;
3. Systems ancillary to MITs that support Medicaid; and
4. IE and HHS Business Intelligence project that covers:
 - a. The SOA HHS Enterprise platform;
 - b. The IE platform;
 - c. The HHS BI solution.

The selected contractor will lead the effort to produce the COO and be responsible for MITS and the smaller systems ancillary to MITS. The SI Contractor will be responsible for the content relating to the IE BI project. This COO will be updated annually to keep pace with the evolution of the State HHS Enterprise.

Other Work

In addition to the assessment artifacts relating to the seven conditions and standards and MITA 3.0, the selected contractor must produce the deliverables that are detailed in this section. The selected contractor also will be required to keep all of its assessment reports and other artifacts in the standard version control or configuration management tool utilized by the State. At a minimum, these artifacts must be checked into the repository at the time of delivery.

Project Plan and Schedule

The vendor is required to submit in response to this RFP a proposed project plan that will be considered in the evaluation process. The SS-A Project Plan must be in Microsoft Project for the work breakdown structure, tasks, schedule, and resources and in Microsoft Word for other planning components. It must follow Project Management Body of Knowledge principles, and must include:

- A document describing how the selected contractor will approach the project and complete the assessments described in the State Self-Assessment Companion Guide, and how it will go about developing target MITA maturity levels supported by plans for achieving those levels;
- A complete work breakdown structure with detailed descriptions of the work to be performed;
- A viable schedule with clearly defined tasks, deliverables, and milestones;
- Assumptions, constraints, and dependencies;
- Project organization and staffing plan including estimated contractor and State resources;
- Other relevant project artifacts such as management approach, quality management plan, risk and issue management plan, and communications plan; and
- Plans for document management and change control.

The selected contractor will meet with the State and other vendors at the start of the project for the purpose of:

- Getting familiar with MITS and systems ancillary to MITS and with MITS Phase 2;
- Becoming familiar with State strategic modernization initiatives for its HHS Medicaid Enterprise (See Section 2.4 of this RFP);
- Agreeing on the approach, plans, goals, and objectives for the SS-A project;

- Establishing the project team(s) that will support the assessments overall, and in each of the major SS-A project areas (MITS, systems ancillary to MITS, and planned interactions between MITS and IE BI);
- Solidifying communication plans, including interactions with contractors working in the major project areas; and
- Updating the project plan accordingly.

Monthly Status Reports

Throughout the project, the selected contractor is required to produce regular monthly project status reports along with formal debriefing presentations of the highlights of the status reports. These reports must include:

- A dashboard (whose format and content has been accepted by the State) that shows on a single page the overall status of the project;
- A summary of work completed during the previous month along with the Contractor's analysis of progress (tasks, deliverables, milestones, and work breakdown elements);
- A summary of work to be performed for the upcoming month (tasks, deliverables, milestones, and work breakdown elements), including any State staff who are needed;
- Analysis of critical issues including any schedule variance/slippage; and
- Risk tracking and assessment, with mitigation strategies.

MITA Training

The vendor is required to submit in response to this RFP a proposed MITA training plan. Once on site, the selected contractor shall work with the State to finalize the training plan, including what shall be taught to whom and when. This training should be delivered on a just-in-time basis to the State staff associated with each area of assessment. Subtasks relevant to MITA training include:

- Development of a curriculum that includes:
 - An overview of the systems to be evaluated along with key elements of the SS-A work plan and schedule;
 - MITA 3.0 terminology and the MITA 3.0 business, information, and technical architecture;
 - The seven conditions and standards;
 - The State Self-Assessment Companion Guide and associated CMS requirements;
 - Roles and responsibilities of State staff.
- Preparation (in coordination with the State) and electronic delivery of all training materials (e.g., written overview, goals and objectives, and handouts for participants);

- Provision for two half-day training sessions for approximately 30 people for each of the major assessment areas (MITS, systems ancillary to MITS, and a high-level view of interfaces between MITS and the rest of the Medicaid Enterprise); and
- Tracking of the number of participants at each session via a sign-in log and attachment of training materials and attendance reports to relevant monthly status reports.

4.2 Administrative Structures—Proposed Work Plan

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

- Provide an overview of the technical approach and work plan to be implemented, including a proposed timeline for the project;
- Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project; and
- Provide a proposed work plan utilizing each component within Section 4.1, Scope of Work. Proposals are to explain in detail how the vendor would approach and complete each item, and explain how its approach will assist ODM to successful completion each of the deliverables listed in Section 4.3, Specifications of Deliverables.

4.3 Specifications of Deliverables

This section provides details for the assessments that comprise the initial scope for the State Self-Assessment.

Deliverable	Description	Comments
State Self-Assessment (SS-A) Project Plan – Approach to SS-A	Comprehensive description of how the contractor will approach the MITA SS-A	Meet with State and revise within one month of start of project
SS-A Project Plan – WBS, Schedule, Contractor and State resources, etc.	This is the part of the project plan that can be submitted in MS Project	Meet with State and revise within one month of start of project
SS-A Project Plan – Other artifacts	Plans for risk, communications, change control, and quality management; training plan; metrics, constraints and assumptions, tools, etc.	Meet with State and revise within one month of start of project
Monthly Status Reports	Report and presentation of project status including a one-page dashboard, tasks completed in previous month and planned for next month, issues, risks, variance, etc.	
MITA Training Plan and Delivery	MITA training will be needed for State employees who will support the SS-A process. The State and selected contractor will decide on how much training is needed once the project begins	

Deliverable	Description	Comments
Medicaid Business Process SS-A – As-Is Assessment	Artifacts include: <ul style="list-style-type: none"> - As-is BPM with capability levels - As-is BA scorecard – including levels, performance measures, and supporting evidence references - Exceptions - As-is documentation for BA compliance with the seven conditions and standards and assignment of the level of maturity using the SCM as a guideline - As-Is seven conditions and standards scorecard for BA 	
Medicaid Business Process SS-A – To-Be Assessment	Artifacts include: <ul style="list-style-type: none"> - To-be BA goals and objectives - To-be BA targets and levels of maturity - To-be BA Scorecard – including levels, performance measures, and supporting evidence references - Exceptions - Documented to-be business processes and workflows that align with MITA 3.0 - To-be documentation for BA compliance with the seven conditions and standards and assignment of the level of maturity using the SCM as a guideline - To-be seven conditions and standards scorecard for BA - Gap analysis - BA profiles for BPM and seven conditions and standards 	
Medicaid Business Process MITA Roadmap	Artifacts include: <ul style="list-style-type: none"> - Statement of goals and objectives, which includes the five-year roadmap - To-be steps that will be made in the short term to advance along the MITA maturity curves for MITA 3.0 and the seven conditions and standards - Assessment of whether, how, when, and at what cost Medicaid business processes could be modified to reach full maturity according to the maturity curves for MITA 3.0 and the seven conditions and standards - Project management plan - Proposed project budget 	
MITS Business Architecture SS-A – As-Is Assessment	Artifacts include: <ul style="list-style-type: none"> - As-is BPM with capability levels - As-is BA scorecard – including levels, performance measures, and supporting evidence references - Exceptions 	

Deliverable	Description	Comments
MITS Business Architecture SS-A – To-Be Assessment	Artifacts include: <ul style="list-style-type: none"> - To-be BA goals and objectives - To-be BA targets and levels of maturity - To-be BA Scorecard – including levels, performance measures, and supporting evidence references - Exceptions - Gap analysis - BA profile 	
MITS Information Architecture SS-A – As-Is Assessment	Artifacts include: <ul style="list-style-type: none"> - As-is IA environment for each of the ten business areas (using the BPM and ICMs) with capability levels based upon evaluation of DMS, CDM, LDM, and data standards - As-is IA scorecard – including levels, performance measures, and supporting evidence references - Exceptions 	
MITS Information Architecture SS-A – To-Be Assessment	Artifacts include: <ul style="list-style-type: none"> - To-be IA goals and objectives - To-be IA targets and levels of maturity for each BA (using the BPM and ICMs) to evaluate DMS, CDM, LDM, and data standards - To-be IA scorecard – including levels, performance measures, and supporting evidence references - Exceptions - Gap analysis - IA profile 	
MITS Technical Architecture SS-A – As-Is Assessment	Artifacts include: <ul style="list-style-type: none"> - As-is IA environment for each of the ten business areas (using the BPM and TCMs) with capability levels based upon evaluation of technical management strategy, business services, technical services, application architecture, and technology standards - As-is technical service models for high-level functions and messages for each BA - As-is IA scorecard – including levels, performance measures, and supporting evidence references - Exceptions 	

Deliverable	Description	Comments
MITS Technical Architecture SS-A – To-Be Assessment	Artifacts include: <ul style="list-style-type: none"> - To-be TA goals and objectives - To-be TA targets and levels of maturity for each BA (using the BPM and TCMs) to evaluate technical management strategy, business services, technical services, application architecture, and technology standards - To-be TA scorecard – including levels, performance measures, and supporting evidence references - Exceptions - Gap analysis - TA profile 	
MITS – Seven Conditions and Standards SS-A – As-Is Assessment <ul style="list-style-type: none"> - Modularity - MITA - Industry Standards - Leverage - Business Results - Reporting - Interoperability 	Artifacts include: <ul style="list-style-type: none"> - As-is documentation for BA, IA, and TA compliance with the seven conditions and standards and assignment of the level of maturity using the SCM as a guideline - As-is with the seven conditions and standards scorecard – including levels, performance measures, and supporting evidence references 	
MITS – Seven Conditions and Standards SS-A – To-Be Assessment <ul style="list-style-type: none"> - Modularity - MITA - Industry Standards - Leverage - Business Results - Reporting - Interoperability 	Artifacts include: <ul style="list-style-type: none"> - To-be goals and objectives for the seven conditions and standards - To-be target levels of maturity for BA, IA, and TA compliance with the seven conditions and standards - To-be seven conditions and standards scorecard – including proposed levels, performance measures, and supporting evidence references - Seven conditions and standards profile for as-is and to-be levels 	

Deliverable	Description	Comments
<p>MITS MITA Roadmap</p>	<p>Artifacts include:</p> <ul style="list-style-type: none"> - Statement of goals and objectives that includes the five-year roadmap - To-be steps that will be made in the short term to advance along the MITA maturity curves for MITA 3.0 and the seven conditions and standards - Assessment of whether, how, when, and at what cost MITS could be modified to reach full maturity according to the maturity curves for MITA 3.0 and the seven conditions and standards - Project management plan - Proposed project budget 	
<p>Screening of Ancillary Medicaid Systems – CRIS-E, Pegasus, Athena, Perseus, Apollo, EDI Translator, BIAR, DSS, MEBI, MDS 3.0, and eQuLL</p>	<p>For each system:</p> <ul style="list-style-type: none"> - Document its functions and interfaces - Determine whether it will be needed once MITS Phase 2 and the three phases of IE BI are complete - If the system functions are incorporated into MITS or IE BI, then augment the relevant BA, IA, TA, and/or seven conditions and standards information to include those functions, or treat them as exceptions. Update the SS-A artifacts accordingly - If the system is retained as a stand-alone system, then conduct an SS-A of compliance with the seven conditions and standards - Artifacts from this analysis include: <ul style="list-style-type: none"> - A summary document that describes the functions and interfaces for each system and whether the system or its functions will be needed in the future <p><i>The SS-A deliverables are covered in the next three rows below.</i></p>	<p>Within two months of start of project</p>
<p>Ancillary Systems – Seven Conditions and Standards SS-A – As-Is Assessments</p> <ul style="list-style-type: none"> - Modularity - MITA - Industry Standards - Leverage - Business Results - Reporting - Interoperability 	<p>For any ancillary system that is retained, conduct an as-is assessment of compliance with the seven conditions and standards</p> <p>Artifacts include:</p> <ul style="list-style-type: none"> - As-is documentation for BA, IA, and TA compliance with the seven conditions and standards and assignment of the level of maturity using the SCM as a guideline - As-Is seven conditions and standards scorecard – including levels, performance measures, and supporting evidence references 	

Deliverable	Description	Comments
<p>Ancillary Systems Absorbed into MITS – Seven Conditions and Standards SS-A – To-Be Assessments</p> <ul style="list-style-type: none"> - Modularity - MITA - Industry Standards - Leverage - Business Results - Reporting - Interoperability 	<p>For any ancillary systems for which the functionality is absorbed into MITS, update the MITS to-be BA, IA, TA, the seven conditions and standards assessment, and the MITS roadmap and related artifacts to reflect the additional functionality</p>	
<p>Ancillary Systems Retained as Stand-Alone Systems – Seven Conditions and Standards SS-A – To-Be Assessment</p> <ul style="list-style-type: none"> - Modularity - MITA - Industry Standards - Leverage - Business Results - Reporting - Interoperability 	<p>Conduct an as-is assessment for each of the ancillary systems that will be retained as systems for the long term</p> <p>Artifacts include:</p> <ul style="list-style-type: none"> - As-is documentation for BA, IA, and TA compliance with the seven conditions and standards and assignment of the level of maturity using the SCM as a guideline - As-is IA scorecard – including levels, performance measures, and supporting evidence references 	
<p>MITA Roadmap for Ancillary Systems Retained as Stand-Alone Systems – Seven Conditions and Standards SS-A – To-Be Assessment</p> <ul style="list-style-type: none"> - Modularity - MITA - Industry Standards - Leverage - Business Results - Reporting - Interoperability 	<p>Create a MITA roadmap for each ancillary system that is retained as a stand-alone system</p> <p>Artifacts include:</p> <ul style="list-style-type: none"> - Statement of goals and objectives which includes the five-year roadmap - To-be steps that will be made in the short term to advance along the MITA maturity curves for the seven conditions and standards - Assessment of whether, how, when, and at what cost each retained system ancillary to MITS could be modified to reach full maturity according to the maturity curves for the seven conditions and standards - Project management plan - Proposed project budget 	

Deliverable	Description	Comments
<p>Updates to the Assessments of MITS and Systems Ancillary to MITS to Include Interfaces and Business Process Interactions with the IE System and the HHS Business Intelligence Architecture including:</p> <ul style="list-style-type: none"> - SOA HHS Enterprise Architecture - IE Platform - HHS Business Intelligence Solution 	<p>Collaborate with the SI Contractors to assure that MITS and its ancillary systems integrate well with the IE BI solution from the perspectives of inter-system communications and inter-system business processes and workflows</p> <p>Update the artifacts for the MITS SS-A (and the systems ancillary to MITS) to reflect communications and business process interactions with IE BI</p>	
<p>State HHS Enterprise MITA Roadmap – Covers MITS, Ancillary Systems, and IE and HHS Business Intelligence</p>	<p>Consolidate MITA roadmaps for MITS, systems ancillary to MITS, and the three components of IE BI into one overall five-year plan (SI Contractors are responsible for providing the input for IE BI)</p> <p>Artifacts include:</p> <ul style="list-style-type: none"> - Statement of goals and objectives which includes the five-year roadmap - Project management plan - Proposed project budget 	
<p>State Medicaid Concept of Operations and Business Process Models</p>	<p>Develop a COO with input from the SI vendors for IE BI, along with business workflows, for the different business functions of Ohio’s Medicaid program and align it with what is provided by CMS</p> <p>This COO should cover MITS, the ancillary systems, and the three components of the IE BI solution</p>	

4.4 Selected Vendor Compensation Structure

Compensation will be made on a reimbursement basis for the deliverables produced to meet the scope of work identified in this RFP. All overhead and administrative costs must be included in the proposed cost for each deliverable. For tasks not described in this RFP, the vendor should include an hourly rate for each individual or staff category proposed in the vendor’s staffing plan/organizational structure.

Vendors must use the Cost Proposal Form included as Attachment D. to this RFP to present their budgets for each deliverable. A narrative should also be prepared to provide any additional information for the Proposal Review Team (PRT) to understand the proposed costs. The Cost Proposal Form and budget narrative will collectively make up the Cost Proposal.

ODM understands that not all the specific projects to be performed throughout the term of the resulting contract can be identified at the time this RFP is released. Because of this, vendors should also include an hourly rate for each individual or staff category proposed in the staffing plan/organizational structure for use in determining the approximate cost of unanticipated tasks.

The selected vendor must provide an invoice to ODM in a fashion that enables ODM to identify what work has been done, at what cost, and on which initiative. Other invoice details will be required for processing.

The contract must be formally amended to accommodate any changes in, or additions to the work before any additional costs are incurred. Any such amendments are subject to all required contract and funding approvals, including Controlling Board review.

All overhead costs, including administrative, indirect, travel, etc., must be included in the deliverable costs or hourly rates. ODM will not reimburse the selected vendor for these costs separately.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

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

- **Seven (7)** paper copies (one signed original and six copies) and one CD-ROM copy of the technical proposal;

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

AND

- in a sealed, separate envelope, **three (3) paper copies (one signed original and two copies)** and one CD-ROM copy of the cost proposal.

The vendor's original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The vendor's total proposal submission (both the technical and cost proposals in all required copies) must be received by ODJFS

complete no later than 3:00 p.m. on **April 29, 2013**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

THIS IS THE ONLY ADDRESS TO WHICH PROPOSALS MAY BE SUBMITTED!

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

Along with the technical proposal, the vendor must submit the cost proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR SS-A CONSULTATION SERVICES, RFP# R1415078060 SUBMITTED BY [VENDOR'S NAME]."**

The CD-ROM copy of the cost proposal must include all cost proposal components, including any required or voluntary attachments. The CD-ROM containing the cost proposal must be submitted in the sealed envelope containing the hardcopy cost proposal.

Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CD-ROMs may be used in the formal ODJFS proposal review process, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests; failure to include or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

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

The ODJFS Office of Contracts and Acquisitions (OCA) will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline (date and time). For hand delivery on the due-date, vendors must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes State Office Tower (address as stated above) and on the 31st Floor. All proposals must be received no later than the specified deadline, both date and time, by OCA, on the 31st Floor of the Rhodes Tower. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

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

5.2 Format for Organization of the Proposal

In developing their proposals, vendors must fully and appropriately plan and cost out their proposed projects (cost information must be restricted to the cost proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. The vendor's technical proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order and that wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

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

A. Proposal Organization

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

Vendors must organize their technical proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

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

Attachment A., Section II. -- Standard Affirmation and Disclosure Form Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor or applicant seeking to do business with the Ohio Department of Job and Family Services. This must either be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. **Failure by any vendor to complete, sign, and return the Standard Affirmation and Disclosure Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

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

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

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.23, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor's presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

Tab 2 Vendor Experience and Qualifications

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

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

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

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

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

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

(Tab 3) Scope of Work and Specifications of Deliverables

This section should describe in detail how the vendor proposes to perform each task of the scope of work identified in Section 4.1, Scope of Work and in Section 4.3, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each scope of work defined in Section 4.1 and deliverable identified in Section 4.3 behind separate sub-tabs.

When addressing the Scope of Work and the Specifications of Deliverables, as part of the technical proposal, the vendor should provide, where appropriate, any tools/templates it will use to complete the work or assist in completing the work. This information will be used by ODM to evaluate the adequacy of the vendor's understanding of the work and ability to successfully perform high quality work.

(Tab 4) Administrative Structures—Proposed Work Plan

This section should describe in detail (Items 1. through 4.) the vendor's administrative structures as specified in Section 4.2, Administrative Structures of this RFP.

(Tab 5 - Optional - as needed) Vendor Attachments or Appendices

For example, required excerpts/samples of work products described in RFP Section III. may be presented here.

B. Cost Proposal

Three (one signed original and two copies) copies of the cost proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR SS-A CONSULTATION, RFP: JFSR1415098060 SUBMITTED BY [VENDOR'S NAME HERE].”**

This envelope/package must also contain the labeled cost proposal CD-ROM. The proposal must include a statement that the prices quoted are firm. Vendors are to complete the Cost Proposal Form, provided as Attachment D. to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. Additional documentation should be included with the completed Attachment D. as explanatory information, but when making the vendor selections, only the dollar amounts displayed on the Cost Proposal Form will be used.

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

C. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

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

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION**6.1 Scoring of Proposals**

ODM will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their technical and cost proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODM and/or their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS or ODM. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

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

A. Phase I. Review—Initial Qualifying Criteria:

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

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

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

Any proposal which does not meet the minimum required technical proposal score as defined in Attachment C. will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. Vendors who demonstrate that they are an MBE/EDGE vendor will receive additional consideration as specified in the Technical Proposal Score Sheet. Please refer to Attachment C., Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.

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

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

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

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

6.2 Review Process Caveats

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

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

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

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

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

6.3 Final Vendor Recommendation

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

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any vendor objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A.** A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B.** A timely protest shall be considered by ODJFS, if it is received by the ODJFS Office of Contracts and Acquisitions (OCA), within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) business day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C.** An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by OCA after the time periods set forth in Item B. of this section.
- D.** All protests must be filed at the following location:
- Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
- E.** When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODM determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.

- F. OCA shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

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

8.1 State Contracts

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

8.2 Interview

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

8.3 Start Work Date

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

8.4 Proposal Costs

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

8.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODM or ODJFS RFP, Requests for Letterhead Bids (RLB) or other procurement efforts. ODM and ODJFS shall consider all proposals or similar responses voluntarily submitted to this or any ODM or ODJFS procurement document to be free of trade secrets, and such proposals if opened by ODM or ODJFS may in their entirety be made a part of the public record.

All proposals and any other documents submitted to the State in response to any RFP, etc., shall become the property of the State. This RFP and, following the announcement of selection of a vendor (or after another announced event such as a cancellation that terminates this and any related competitive opportunity), any proposals received, if opened, reviewed and considered by ODM or ODJFS may be deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (and/or other response documentation) and the cost proposal (if opened) and any attachments, addenda, appendices, or sample products submitted by any vendor.

Any proposals submitted in response to this or any ODM or ODJFS RFP, RLB, etc. which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

8.6 Contractual Requirements

- A.** Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment B. of this RFP;
- B.** Many of the terms and conditions contained in the model contract (See Attachment B.) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODM and ODJFS review and approval;
- C.** Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D.** All aspects of the contract apply equally to work performed by any and all subcontractors;

- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODM, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3119, 3121, 3123, and 3125 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODM ODJFS, and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law;
- G. By signing a contract with ODM, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

8.7 Travel Reimbursement

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

8.8 Minority Business Enterprise

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

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

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

5. A statement that the subcontractor has and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. A copy of the Ohio MBE certificate.

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

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

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

8.9 Subcontractor Identification and Participation Information

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

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

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

8.10 Public Release of Evaluations and/or Reports

Public release of any evaluation or monitoring reports funded under this agreement will be made only by ODM.

8.11 Confidentiality

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

8.12 Key Personnel

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

8.13 Ethical and Conflict of Interest Requirements

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

8.14 Health Insurance Portability and Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODM, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of 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. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

8.15 Waiver of Minor Proposal Errors

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

8.16 Proposal Clarifications

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

8.17 Contractual Requirements and Prevailing Wage Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment B. to this RFP. Vendors are strongly encouraged to read the model contract and to be fully aware of contractual requirements. Additionally, the selected contractor may be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

8.18 Unresolved Findings for Recovery (ORC 9.24)

ORC Section 9.24 prohibits ODM and ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under 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 vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

8.19 Mandatory Contract Performance Disclosure

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

8.20 Mandatory Disclosures of Governmental Investigations

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

8.21 Mandatory Disclosures of Work Location

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

8.22 Vendor Selection Restriction

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

8.23 Ohio Presence

Vendors are to demonstrate in their proposals whether they currently have a physical presence in Ohio or have concrete plans for establishing a physical presence. Information provided should include the actual or proposed location of the vendor's presence and a description of the work to be performed there. If any work for this project would be performed at that location, vendor personnel, either by staff name or function that will operate from the Ohio location, should be identified.

8.24 Prohibition Against Services Performed Outside the United States

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

8.25 Proposal Submissions As Public Record

Vendors will be required to attest in Attachment A., Section I., Item #15 that they understand that nothing included in their proposal submission will be viewed as confidential and/or trade secret information (as defined in Sections 3.3; 5.2, C.; and 8.5 of the RFP or wherever so defined in an ODM RLB document) and may be posted in its entirety on the Internet for public viewing. Following submission to ODM, all proposals submitted may become part of the public record. ODM reserves the right to disqualify any vendor whose proposal is found to contain such prohibited information. The vendor affirms that it shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODM in any public records requests.

SECTION IX. APPENDIX

A. Information on MITS

SECTION X. ATTACHMENTS AND THEIR USES

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

ODJFS RFP: JFSR1415078060

Appendix A: Information on MITS

Since June 2004, ODM has been working with CMS as an early adopter of MITA. Prior to going through the procurement process to select a contractor for MITS, the State conducted a MITA 1.0 State Self-Assessment of its then current Medicaid business and technical environment (see section 4.1 of this RFP). The MITS project is aligned with the MITA framework and intended to provide a business-driven, interoperable, flexible, agile, extensible, and adaptable HIT system to replace Ohio's 34-year-old legacy claims processing system.

On June 8, 2007, a contract was signed with HP Enterprise Services LLC (formerly Electronic Data Systems) for the design, development, and implementation of MITS. Phase 1 of MITS went into service on August 2, 2011 and was accepted by ODM on October 31, 2011. Shortly after MITS go-live, the State introduced HIPAA 5010 functionality into the system to comply with the CMS mandatory requirement to meet a January 1, 2012 implementation date. Since then, the State has focused on planning for the development and implementation of MITS Phase 2, including ICD-10, while also preparing for CMS certification.

The following paragraphs from the MITS Advance Planning Document – Updated Version 2.8 (approved by CMS on August 17, 2012) present a high-level view of how Ohio plans to bring MITS into better alignment with the seven conditions and standards (including MITA 3.0).

1 Modularity Standard

Ohio Medicaid will comply with the modularity standard for service-oriented architecture (SOA) in all future development done on the MITS system. Ohio will evaluate the need to revisit older code in parts of the system when development in those areas is needed but will not wholesale recode at this time to achieve the standard. Ohio Medicaid agrees that the separation of business rules and core programming allows for greater system flexibility and complexity. In order to provide CMS with an understanding of where services and code will be tightly coupled or decoupled, Ohio Medicaid must work with system vendors to document all services and code. Current methods for system documentation, when available, do not provide the level of granularity that CMS requires and subsequently Ohio will seek enhanced funding to assess the vendor code to provide the requisite information.

1.1 System Development Lifecycle

Ohio Medicaid and its vendors use software development lifecycle (SDLC) methodologies for all IT projects including MITS. Ohio Medicaid has most familiarity with the waterfall approach. While Ohio Medicaid has been exposed to many other SDLC approaches, many are not as successful within the Ohio Medicaid environment because of resource constraints that do not support large multi-threaded development efforts. Ohio Medicaid agrees that without an SLDC, projects are unsuccessful due to lack of scope boundaries, lack of timeframes, and unidentified resources. Ohio Medicaid and its MMIS vendor have a system called iTrace which contains all artifacts of the SDLC used in MITS.

1.2 Open Interfaces

Ohio Medicaid will start the process of assessing all interfaces associated with MITS and other Ohio Medicaid systems. This assessment will determine the type of interface, its use, and how the interface is maintained, and if the interface should be changed to meet the requirements of the seven standards and conditions. This assessment will allow for a library of interfaces and a development plan to be constructed that will bring all Ohio Medicaid interfaces into alignment with the seven standards and conditions.

1.3 Business Rules Engine and Submission of Business Rules

MITS contains several distinct rules engines as well as significant amounts of hard coded logic. Ohio Medicaid is also in the process of evaluating rules engines that might be used as part of its new eligibility modernization project. Ohio Medicaid will work with its vendors to ensure that all future coding separate business logic from core programming. Ohio Medicaid will work with its system vendors, including Hewlett Packard, its MITS vendor, to document all of the business rules within Ohio Medicaid systems and if those rules are in a rules engine or hard coded logic. Once the assessment of the code is complete, Ohio will develop a plan for migrating all hard coded logic into rules engines. This assessment will document the rules in human readable form so that Medicaid will be able to submit it to the CMS repository when it becomes available.

2 MITA Condition

Since MITA 3.0 has been released, Medicaid will conduct a self-assessment. Ohio will competitively procure a vendor to conduct a comprehensive Enterprise-wide MITA assessment in order to establish where Ohio Medicaid needs to focus efforts for MITA compliance.

2.1 MITA Roadmap

Ohio Medicaid will include the MITA roadmap required by CMS that addresses goals, objectives, key activities and milestones. The MITA roadmap will provide both Ohio Medicaid and CMS with a plan to achieve MITA maturity over the next five years. Ohio will update this roadmap each year. Along with the MITA roadmap, Ohio Medicaid will also produce a concept of operations document for the Enterprise and business work flows for the different business functions of the State to advance the alignment of Ohio Medicaid's capability maturity with MITA.

3 Industry Standards Condition

Ohio Medicaid will conduct an assessment to ensure that Ohio Medicaid complies with all applicable industry standards. Compliance includes the Health Insurance Portability and Accountability Act of 1996, Section 508 of the Rehabilitation Act, and Sections 1104 and 1561 of the Affordable Care Act. The industry standards assessment will include Ohio Medicaid infrastructure and all information systems. As part of this assessment, Ohio Medicaid will include a risk mitigation plan in case compliance is not currently attainable. Ohio Medicaid will ensure that Section 508 of the Rehabilitation Act compliance is met in all future projects.

3.1 Rehabilitation Act Section 508

Along with the industry standards condition assessment, Ohio Medicaid will produce a Section 508 product assessment package as part of future SDLCs.

4 Leveraging and Reusing Condition

Ohio Medicaid will make every effort to benefit from other states' experience, and investments by determining if other states are already further ahead in efforts and if Ohio Medicaid could benefit by reusing components and technologies that are already developed. Ohio Medicaid has already successfully done this with its claims payments system (MITS) which was developed in Florida and Ohio Medicaid's Provider Incentive Payment system which was developed in Texas. Where multi-state efforts are available, Ohio Medicaid will participate when the solution is best for Ohio Medicaid. Ohio Medicaid will develop business processes which ensures that Ohio Medicaid will first identify opportunities for sharing, reusing, or participating in multi-state efforts as part of Ohio Medicaid's acquisition process. Ohio will check with other states or on CMS' Collaborative Application Lifecycle Management Tool as part of this business process to see if there is any opportunity for Ohio to leverage this condition.

5 Business Results Condition

Ohio Medicaid seeks to be highly automated in systematic claims processing and eligibility determinations which includes acceptance, processing and maintenance of all transactions.

5.1 Customer Service

Ohio Medicaid will produce a plan which outlines how Ohio Medicaid will achieve a 21st century customer and partner experience for all individuals including applicants, beneficiaries, plans, and providers. Ohio Medicaid intends that the user experience include a robust self-service model which allows for self management, monitoring and history.

5.2 Performance Standards & Testing

When CMS provides more guidance, Ohio Medicaid will be ready to document and provide service level agreements (SLAs) and set key performance indicators (KPIs). Ohio Medicaid will be ready to verify and validate the systems adherence to both functional and non-functional requirements.

5.3 Plan of Action

When CMS is ready, Ohio Medicaid will work with CMS to establish SLAs using KPIs report out on them and will develop plan of action milestones in the event Ohio Medicaid falls below the expected service levels. Ohio Medicaid will evaluate the current business processes to determine how Ohio Medicaid might best approach the business results conditions.

6 Reporting Condition

Ohio Medicaid will assess Ohio Medicaid's Enterprise reporting capability to produce transaction data, reports and performance information that will contribute to program evaluation and continuous improvement in business operations. Ohio Medicaid will evaluate key business processes during the MITA assessment that could be improved and that should be included in program evaluation and continuous improvement in business operations.

7 Interoperability Condition

Ohio Medicaid will always build systems that are interoperable with each other and state or federally legislated programs. Ohio Medicaid understands the value of seamless integration and the ability to easily share data across systems. Ohio Medicaid works closely with other Ohio entities responsible for Health and Human Services programs. Ohio Medicaid will ensure that open interfaces are established and maintained with any federal hub. Ohio Medicaid will also perform an assessment of all of Ohio Medicaid's interfaces and interoperability across not only Ohio Medicaid but also across the sister agencies of Ohio Medicaid.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative NAME and TITLE: Address: _____ E-Mail Address: _____ Phone #: _____ Fax #: _____	
7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Vendor Representative NAME and TITLE: Address: _____ E-Mail Address: _____ Phone #: _____ Fax #: _____	

8. Is this vendor an Ohio certified MBE? Yes No If yes, attach a copy of current certification to proposal\bid. (If ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)

9. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

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

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

Nationwide: Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

Nationwide: Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

Attachment A.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS 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 ODJFS 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 B
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
MODEL CONTRACT

C-1415-00-0000

RECITALS:

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

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

ARTICLE I. PURPOSE; DELIVERABLES

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

INSERT DELIVERABLES

- B. The ODJFS Contract Manager is **ODJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten business days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODJFS pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- 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 ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to

state or federal law, such materials are confidential or otherwise exempted from disclosure. **IF THIS SECTION IS MODIFIED ALSO MODIFY ART. VI(A)**

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS 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 ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges 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 ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

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

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement.

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

- C. CONTRACTOR will submit detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract; and
 5. Description of Deliverables performed during the billing period.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving 90 calendar days written notice to the other party. Upon 30 calendar days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.

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

ARTICLE V. NOTICES

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

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

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

Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.

- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR 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 ODJFS, 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 ODJFS 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 ODJFS, 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 (42 USC 1320d to 1320d-8) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

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

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
 - 1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals 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, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics and Conflicts of Interest Laws.**

- a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - 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 ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
 - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

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

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance

Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

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

ARTICLE X. 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 Would Follow Here in Actual Contract

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

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

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

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 which do not meet or exceed a total score of at least **965** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **1,270** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
1	The vendor has provided samples of at least two, but no more than four, similar-sized projects completed in the past five years that demonstrate expertise in those strategies and areas listed in this RFP: 1. Identify if the projects were provided within set time frames and within budget. Samples, at minimum, should detail the vendor’s experience with multi-agency collaboration working within a single project; the ability to work timely and within budget; and the vendor’s success working within short timeframes. Acceptable samples will include timelines and effort in a readily understandable format using documents such as project plans including resource hours and tasks, communication plans, work breakdown structures, and timelines. 2. Provide names and contact information for at least three entities for which they have performed similar large scale projects in the past five years.	3.2, A.	2				
2	The vendor has demonstrated experience with HHS programs such as Medicaid and Medicare, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and other public assistance programs, and their associated business processes?	3.2, B.	3				
3	The vendor has demonstrated an in-depth understanding of the CMS seven conditions and standards including the MITA framework and its three major sub-architectures – business, information, and technical?	3.2, C.	3				
4	The vendor has demonstrated knowledge of and experience in Medicaid and the laws and regulations affecting its operations? Any Ohio-specific knowledge and experience should be described.	3.2, D.	1				
STAFF EXPERIENCE & CAPABILITIES							
In this section, the vendor must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract. Key positions will require profiles and curriculum vitae.							
5	The vendor has identified a Project Manager that has a minimum of five years experience in the development, management and implementation of a variety of Medicaid related projects for federal and state Medicaid agencies; as well as a minimum of five years full-time experience as a project manager; experience as the project manager on a minimum of two projects, at least one which lasted a minimum of 12 months, that encompassed the full system development life cycle from initiation through post implementation on a large scale project; minimum of 3 years of experience as the project manager on a project of similar size and complexity as the one outlined in this RFP; experience following a standard PM methodology and in using various project management tools (e.g., MS Project Suite, Project Workbench developing project plans, defining tasks and tracking timelines and resources on a minimum of two projects of similar size and complexity; project Management Professional (PMP) Certification (as established in Section 3.1, Mandatory Vendor Qualifications); management of two or more projects of similar size and complexity for State Medicaid agencies and/or the federal Department of Health and Human Services; A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.	3.3, A.	3				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
6	<p>The vendor has identified a Business Lead that has a minimum of five years experience providing business process re-engineering or OCM services for a Medicaid agency, including, but not limited to: Conducting business and organizational needs assessments;</p> <p>Strategic planning; Establishing best practices; Organizational assessments; Providing detailed business process re-engineering recommendations and options for Medicaid business processes; and Developing a strategic framework for Medicaid business enterprises, including the use of information technology.</p> <p>Experience in developing and implementing a training plan for state staff and their agents on a minimum of one project of similar complexity and size.; a broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.</p>	3.3, B.	3				
7	<p>The vendor has identified a Technical Lead that has a Minimum of five years experience providing IT services in the Medicaid industry; a minimum of three years full-time experience providing technical assistance for projects involving an enterprise-wide architecture, networking, multiple systems integration, hardware, and software; Three years experience performing systems development activities as a technical lead over analysis, design, development, and testing on a project of similar size and scope for other state Medicaid agencies and/or the federal Department of Health and Human Services; two years experience in performing assessments on Medicaid-related systems and offering best practices for improvement; experience using various project management tools for planning and tracking purposes on a minimum of two projects; at least two years experience in HIT technical and information architecture planning and design; at least two years experience with projects that involved the CMS seven conditions and standards including MITA and its three major sub-architectures – business, information, and technical; Worked on at least one project that involved conducting and documenting at least one significant MITA SS-A utilizing the MITA Framework 2.0 or later; a broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes.</p>	3.3, C.	3				
8	<p>The vendor has identified a Technical Writer that has a minimum of five years experience providing technical writing services, for a Medicaid agency in the areas of business analysis and technical analysis; Exceptional grammar, writing, and copy editing skills; Strong understanding of the software development lifecycle process; Experience producing instruction manuals and other supporting documents to communicate complex and technical information; A broad understanding of HHS programs such as Medicaid and Medicare, TANF, SNAP, and other public assistance programs, and their associated business processes ; Advanced MS Office skills.</p> <p>Vendor has also included writing samples that demonstrate professional, comprehensible, intuitive, high-quality documentation skills.</p>	3.3, D.	3				
9	The vendor has identified any key support staff as appropriate, as outlined in section 3.3 of the RFP.	3.3, E.	3				
ADMIN. STRUCTURES—PROPOSED WORK PLAN							
10	The vendor has provided an overview of the technical approach and work plan, including a proposed timeline for the project.	4.2, A.	3				
11	The vendor has provided a status reporting procedure for reporting work completed and resolution of unanticipated problems.	4.2, B.	1				
12	The vendor has provided a current organizational chart (including any subcontractors) and specifies the key management and administrative personnel who will be assigned to this project.	4.2, C.	1				
13	The vendor has provided a proposed work plan utilizing each component within Section 4.1, Scope of Work, explaining in detail how the vendor would approach and complete each item, and explaining how its approach will assist ODM to successful completion each of the deliverables listed in Section 4.3, Specifications of Deliverables.	4.2, D.	3				
SPECIFICATIONS OF DELIVERABLES							
14	Has the vendors proposed work plan fully addressed the deliverable for the State Self-Assessment (SS-A) Project Plan – Approach to SS-A.	4.3	1				
15	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	2				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
16	Has the vendors proposed work plan fully addressed the deliverable for the SS-A Project Plan – WBS, Schedule, Contractor and State resources, etc.	4.3	1				
17	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	2				
18	Has the vendors proposed work plan fully addressed the deliverable for the SS-A Project Plan – Other artifacts.	4.3	1				
19	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	1				
20	Has the vendors proposed work plan fully addressed the deliverable for the Monthly Status Reports?	4.3	1				
21	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	1				
22	Has the vendors proposed work plan fully addressed the deliverable for the MITA Training Plan and Delivery?	4.3	1				
23	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
24	Has the vendors proposed work plan fully addressed the deliverable for the Medicaid Business Process SS-A – As-Is Assessment?	4.3	1				
25	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
26	Has the vendors proposed work plan fully addressed the deliverable for the Medicaid Business Process SS-A – To-Be Assessment?	4.3	1				
27	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
28	Has the vendors proposed work plan fully addressed the deliverable for the Medicaid Business Process MITA Roadmap?	4.3	1				
29	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
30	Has the vendors proposed work plan fully addressed the deliverable for the MITS Business Architecture SS-A – As-Is Assessment?	4.3	1				
31	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
32	Has the vendors proposed work plan fully addressed the deliverable for the MITS Business Architecture SS-A – To-Be Assessment?	4.3	1				
33	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
34	Has the vendors proposed work plan fully addressed the deliverable for the MITS Information Architecture SS-A – As-Is Assessment?	4.3	1				
35	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
36	Has the vendors proposed work plan fully addressed the deliverable for the MITS Information Architecture SS-A – To-Be Assessment?	4.3	1				
37	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
38	Has the vendors proposed work plan fully addressed the deliverable for the MITS Technical Architecture SS-A – As-Is Assessment?	4.3	1				
39	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
40	Has the vendors proposed work plan fully addressed the deliverable for the MITS Technical Architecture SS-A – To-Be Assessment?	4.3	1				
41	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
42	Has the vendors proposed work plan fully addressed the deliverable for the MITS – Seven Conditions and Standards SS-A – As-Is Assessment Modularity MITA Industry Standards Leverage Business Results Reporting Interoperability	4.3	1				
43	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
44	Has the vendors proposed work plan fully addressed the deliverable for the MITS – Seven Conditions and Standards SS-A – To-Be Assessment Modularity MITA Industry Standards Leverage Business Results Reporting Interoperability	4.3	1				
45	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
46	Has the vendors proposed work plan fully addressed the deliverable for the MITS MITA Roadmap?	4.3	1				
47	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
48	Has the vendors proposed work plan fully addressed the deliverable for the screening of Ancillary Medicaid Systems – CRIS-E, Pegasus, Athena, Perseus, Apollo, EDI Translator, BIAR, DSS, MEBI, MDS 3.0, and eQuIL?	4.3	1				
49	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
50	Has the vendors proposed work plan fully addressed the deliverable for the Ancillary Systems – Seven Conditions and Standards SS-A – As-Is Assessments? Modularity MITA Industry Standards Leverage Business Results Reporting Interoperability	4.3	1				
51	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
52	Has the vendors proposed work plan fully addressed the deliverable for the Ancillary Systems Absorbed into MITS – Seven Conditions and Standards SS-A – To-Be Assessments? Modularity MITA Industry Standards Leverage Business Results Reporting Interoperability	4.3	1				
53	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
54	Has the vendors proposed work plan fully addressed the deliverable for the Ancillary Systems Retained as Stand-Alone Systems – Seven Conditions and Standards SS-A – To-Be Assessment? Modularity MITA Industry Standards Leverage Business Results Reporting Interoperability	4.3	1				
55	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
56	Has the vendors proposed work plan fully addressed the deliverable for the MITA Roadmap for Ancillary Systems Retained as Stand-Alone Systems – Seven Conditions and Standards SS-A – To-Be Assessment? Modularity MITA Industry Standards Leverage Business Results Reporting Interoperability	4.3	1				
57	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
58	Has the vendors proposed work plan fully addressed the deliverable for the Updates to the Assessments of MITS and Systems Ancillary to MITS to Include Interfaces and Business Process Interactions with the IE System and the HHS Business Intelligence Architecture including: SOA HHS Enterprise Architecture IE Platform HHS Business Intelligence Solution	4.3	1				
59	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
60	Has the vendors proposed work plan fully addressed the deliverable for the State HHS Enterprise MITA Roadmap – Covers MITS, Ancillary Systems, and IE and HHS Business Intelligence?	4.3	1				
61	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
62	Has the vendors proposed work plan fully addressed the deliverable for the State Medicaid Concept of Operations and Business Process Models?	4.3	1				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
63	Does the vendors' explanation for the above deliverable clearly indicate the vendors understanding of the expected outcome?	4.3	3				
PROPOSAL ORGANIZATION							
64	The vendor has submitted a proposal which complies with the specified submission format.	6.1	.25				
65	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	.25				
66	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	.50				
TRADE SECRET INFORMATION							
67	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, C. 8.5			YES	NO	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 965 points.)

Yes _____

No _____

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

ATTACHMENT D
RFP#: JFSR1415078060
Cost Proposal Form

Deliverable	Fixed Cost
MITA Training Plan and Delivery	
Medicaid Business Process Review	
As-Is Assessment for BA and Seven Conditions and Standards	
Recommendations on Modifications/Enhancements to Business Processes	
To-Be Assessment for BA and Seven Conditions and Standards	
Medicaid Business Process MITA Roadmap and Documentation Activities	
Subtotal for Medicaid Business Review	
MITS Assessments	
MITS 1.0 to MITS 3.0 Crosswalk	
MITS Self-Assessment of Maturity Curve	
Recommendations on Modifications/Enhancements to Business Processes	
Business Architecture SS-A – As-Is and To Be Assessments	
Information Architecture SS-A – As-Is and To-Be Assessments	
Technical Architecture SS-A – As-Is and To-Be Assessments	
Gap Analysis (As-Is to To-Be)	
Complete Assessment of Compliance with Seven Conditions and Standards (including cost)	
MITA Roadmap and Documentation of Activities	
Subtotal for MITS	
Ancillary Systems Assessments	
Summary of Ancillary Systems, Functions and Interfaces	
Complete Assessment of Compliance with Seven Conditions and Standards (including cost)	
MITA Roadmap and Documentation of Activities	
Subtotal for Ancillary Systems Assessments	
Interfaces from MITS (and Ancillary Systems) to SOA HHS Enterprise Platform	
Updates to MITS and Ancillary Systems SS-A Artifacts	
Subtotal for SOA HHS Enterprise Platform Interfaces	
Interfaces from MITS (and Ancillary Systems) to Integrated Eligibility Platform	
Updates to MITS and Ancillary Systems SS-A Artifacts	
Subtotal for Integrated Eligibility Platform Interfaces	

Interfaces from MITS (and Ancillary Systems) to HHS Business Intelligence Solution	
Updates to MITS and Ancillary Systems SS-A Artifacts	
Subtotal for SOA HHS Business Intelligence Interfaces	
Enterprise Level MITA Roadmap	
Enterprise Level COO and High-Level Business Workflows	
COO that includes MITS, Ancillary Systems, and IE BI	
High-Level Business Workflows for the Above Systems	
Sub-Total: Enterprise Level COO and High-Level Business Workflows	
Total Firm Fixed Price	

Vendor Name: _____

Vendor Representative: _____

(Name and title)

Signature: _____